

CITY COUNCIL MEETING AGENDA
Monday, April 4, 2016 • 7:00 p.m.
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Welcome
5. Approve Agenda/Consent Agenda/Move to action.
 - a. Approve minutes from the March 21, 2016 City Council Meeting.
 - b. Approve claims.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Amy Lynch – West Branch Dog Park Improvements & Dog Park Tags
 - b. Rev. Alexis Johnson and Karl Harms, Shive-Hattery Architecture and Engineering - West Branch United Methodist Church Accessibility Project
 - c. Brian Boelk, HBK Engineering, LLC – Presentation of Wapsi Creek Park and Lions Field Site Plans and the bidding process for these improvements.
 - d. Public Hearing on the proposed amendment to the West Branch Zoning Code.
 - e. First Reading of Ordinance 736, re-zoning an approximate 6.02 acre parcel of real property located near 829 West Main Street from Residence R-1 Single Family District to Residence R-2 Two Family District./Move to action.
 - f. Public Hearing on proposed plans and specifications, proposed form of contract and estimate of cost for the construction of 4th Street Reconstruction for the City of West Branch, Iowa, and the taking of bids therefor.
 - g. Resolution 1435, approving the plans and specifications, proposed form of contract and estimate of cost for the construction of 4th Street Reconstruction for the City of West Branch, Iowa and the taking of bids therefor./Move to action
 - h. Resolution 1440, accepting bids and awarding the construction contract for the 4th Street Reconstruction Project./Move to action.
 - i. Resolution 1441, approving a Memorandum of Understanding & Software Use Policy between the Iowa Department of Transportation and the City of West Branch./Move to action.
 - j. Resolution 1442, approving a consultant services agreement with Jonny Stax Presents, Inc. for a promotions strategy./Move to action.
 - k. Resolution 1443, declaring a board and commission training as a public purpose and approving funding for training expenses and dinner for participants./Move to action.
 - l. Resolution 1444, approving the Wage Works Flexible Spending Account Renewal for April 1, 2016-March 31, 2017./Move to action.

CITY COUNCIL MEETING AGENDA
Monday, April 4, 2016 • 7:00 p.m. (continued)
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

- m. Resolution 1445, approving an engineering services agreement with Fehr-Graham Engineering and Environmental, Inc. for the West Branch Park Improvements Project at Pedersen Valley for a total fee not-to-exceed \$260,000./Move to action.
- 8. City Staff Reports
 - a. Public Works Director Matt Goodale – 4th Street Wastewater Infrastructure Improvements
- 9. Comments from Mayor and Council Members
 - a. Councilperson Mary Beth Stevenson – River Restoration Workshop
- 10. Motion to adjourn to executive session to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where the disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation pursuant to Section 21.5(c) of the Code of Iowa and to discuss the purchase of particular real estate only where premature disclosure could reasonably be expected to increase the price the governmental body would have to pay for that property pursuant to Section 21.5(j) of the Code of Iowa./Move to action.
- 11. Adjournment

(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

**March 23, 2016
7:00 p.m.**

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

APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION.

Approve minutes from the March 7, 2016 City Council Meeting.

Approve claims.

Approve Class C Native Wine License with Outdoor Service and Sunday Sales Permit for Elmira Winery, Inc. DBA Brick Arch Winery.

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

COMMUNICATIONS/OPEN FORUM

National Park Service Superintendent Pete Swisher announced the Pedestrian Bridge Replacement Project will begin on April 4 and is expected to be completed by the end of that week.

PUBLIC HEARING/NON-CONSENT AGENDA

Mayor Roger Laughlin – Recognition of Main Street Sweets.

Mayor Laughlin presented Steven Grace, owner of Main Street Sweets, a plaque honoring his business as the West Branch Business of the Month for March.

Mayor Roger Laughlin – Appointments/Reappointments./Move to action.

Mayor Laughlin appointed Nick Goodweiler to the Parks and Recreation Commission to a term to end on December 31, 2018.

Motion by Shields, seconded by Pierce, to approve Appointment. AYES: Shields, Pierce, Stevenson, Miller, and Ellyson. Motion carried.

Rev. Alexis Johnson – West Branch United Methodist Church Accessibility Project.

Reverend Johnson spoke to the Council about the Accessibility Project the church is undertaking and explained the church is requesting a zoning change for the area from residential to commercial to allow for the construction of the project. Reverend Johnson and her Project Group will be in attendance at the April 4 Council meeting and at the April 18 Council meeting. They would like the Council to approve all three readings of the Ordinance at the April 18 meeting so that construction can be completed this year.

Approve Class C Liquor License (LC) (Commercial) with Brew Pub and Sunday Sales privileges pending successful completion of fire inspection for the Downunder, located at 102 W. Main St./Move to action.

Approve Class C Liquor License (LC) (Commercial) with Brew Pub and Sunday Sales privileges pending successful completion of fire inspection for the Downunder, located at 102 W. Main St. Deputy City Clerk Leslie Brick reported that the Downunder has passed the fire inspection. Motion by Ellyson, second by Miller to approve. AYES: Ellyson, Miller, Stevenson, Pierce, Shields. Motion carried.

Approve Class E Liquor License (LE) with Class B Native Wine Permit, Class C Beer Permit (Carryout Beer) and Sunday Sales privileges pending successful completion of fire inspection for Casey's Marketing Company, D/B/A Casey's General Store #3463, located at 615 S, Downey Street./Move to action.

Motion by Pierce, second by Shields, to approve Class E Liquor License (LE) with Class B Native Wine Permit, Class C Beer Permit (Carryout Beer) and Sunday Sales privileges pending successful completion of fire inspection for Casey's Marketing Company, D/B/A Casey's General Store #3463, located at 615 S, Downey Street. AYES: Pierce, Shields, Stevenson, Miller, and Ellyson. Motion carried.

Resolution 1402, authorizing the transfer of funds./Move to action.

Motion by Stevenson, second by Ellyson, to approve Resolution 1402. AYES: Stevenson, Ellyson, Miller, Pierce, Shields. Motion carried.

Public Hearing on proposed action to institute proceedings to enter into a loan agreement and to borrow money thereunder in a principal amount not to exceed \$750,000.00

Mayor Laughlin declared the meeting to be in a Public Hearing on a proposed action to institute proceedings to enter into a loan agreement and to borrow money thereunder in a principal amount not to exceed \$750,000.00. There being no comments, Mayor Laughlin declared the Public Hearing to be over.

Resolution 1436, taking additional action with respect to a General Obligation Loan Agreement and authorizing a Letter of Credit Reimbursement Agreement./ Move to Action

Motion by Shields, with second by Stevenson, to approve Resolution 1436. AYES: Shields, Stevenson, Miller, Ellyson, Pierce. Motion carried.

Public hearing on amending the current budget for the fiscal year ending June 30, 2016.

Mayor Laughlin declared the meeting to be in a Public Hearing on amending the current budget for the fiscal year ending June 30, 2016. There being no comments, Mayor Laughlin declared the Public Hearing to be over.

Resolution 1437, amending the current budget for the fiscal year ending June 30, 2016./ Move to Action

City Administrator Matt Muckler explained that three areas of the budget need amending. The Public Works area is for tree trimming bills from FY15 that were not paid until FY 16 and unexpected vehicle maintenance bills. The Community and Economic Development portion is for engineering expenses related to the Casey's General Store project which will be reimbursed to the city per an agreement with the owner. The General Government item is for legal fees related to the Acciona law suit and will eventually be repaid by TIF funds. Motion by Pierce, second by Stevenson, to approve Resolution 1437. AYES: Pierce, Stevenson, Miller, Ellyson Shields. Motion carried.

Resolution 1438, ordering notice of public hearing on proposed plans and specifications, proposed form of contract and estimate of cost for construction of 4th Street Reconstruction for the City of West Branch, Iowa, and the taking of bids therefor./Move to Action

Dave Schechinger, City Engineer, reported that this will set the bid opening for March 31st for the 4th Street Reconstruction Project and acceptance of the winning bid at the April 4 Council meeting. There was discussion on why the cost estimates have increased. It was explained that parts or all of some future planned projects would now be included in this project, in addition there is some uncertainty in the amount fill required to improve the road bed. Motion by Stevenson, second by Miller, to approve Resolution 1438. AYES: Stevenson, Miller, Ellyson, Pierce, Shields. Motion carried.

Resolution 1439, approving advertising with iHeart Media in the amount of \$5,390./ Move to Action

City Administrator Muckler explained that this is the offer he received after turning down the initial offer submitted by iHeart. The program is for two spots on each of the 162 Cubs games with additional advertising on FOX and Kiss Country.

CITY STAFF REPORTS

Public Works Director Matt Goodale – Inflow & Infiltration Phase 2 Point Repairs on 4th Street.

Director Goodale informed the Council that work began today at East Orange and 4th Street with reconstruction work on a manhole. That work has been completed and tomorrow will consist of removing seventy feet of street and laying pipe beneath it and Wednesday's activity will consist of replacing a water main valve. City staff will do the concrete work replacing the street. Similar work will be done the following week at the intersection of College Street and 4th Street which will include replacement of a manhole and a fire hydrant. Additional work that is planned includes replacement of chimney seals and manhole gaskets.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Councilperson Stevenson – March 31st River Restoration Workshop

Councilperson Stevenson spoke about the River Restoration Workshop to be held in the City Offices by Iowa Rivers Revival and Cedar River Watershed Coalition. It will be about an hour and a half long educational program on natural streambank stabilization. Iowa Rivers Revival is a non-profit statewide leader in river education and advocacy and is committed to protecting some of our most precious resources – our rivers and streams.

Adjournment to executive session to discuss the purchase of particular real estate only where premature disclosure could reasonably be expected to increase the price the governmental body would have to pay for that property pursuant to Section 21.5(j) of the Code of Iowa./Move to action.

Motion by Shields, second by Pierce to adjourn to executive session at 7:53 p.m. AYES: Shields, Pierce, Stevenson, Miller, Ellyson. Motion carried.

Regular Council session resumed at 8:28 p.m.

ADJOURNMENT

Motion to adjourn meeting by Pierce, second by Shields. Motion carried on a voice vote. City Council meeting adjourned at 8:28 p.m.

Roger Laughlin, Mayor

ATTEST: _____ M
Gordon R. Edgar, Deputy City Clerk

CLAIMS**3/21/2016**

ALLIANT ENERGY	ELECTRIC SERVICE	12,252.48
BRICK, LESLIE	MEETING MILEAGE	24.30
CEDAR COUNTY RECORDER	RECORDING FEE	7.00
COSTCO WHOLESALE	PROGRAM SUPPLIES	115.09
DEWEYS JACK & JILL	SUPPLIES	57.53
GOERDT, TERENCE J	INSPECTION SERVICES	262.50
LINN COUNTY R.E.C.	STREETS - UTILITIES	138.00
LYNCH'S PLUMBING INC	MAINTENANCE SUPPLIES	4.30
MEDIACOM	CABLE SERVICE	40.90
MENARDS	LIGHT BULBS	186.69
MIDWEST JANITORIAL SERVICE	MIDWEST JANITORIAL SERVICE INC	781.26
PEDEN, SHANELLE M	RECORDING SERVICES	150.00
PHYSIO-CONTROL INC	MEDICAL SUPPLIES	208.90
PITNEY BOWES PURCHASE POWER	POSTAGE	500.00
PRINTING HOUSE	OFFICE FORMS	122.00
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	584.00
RACOM CORPORATION	COMMUNICATION EQUIPMENT	20,496.36
RICKERTSEN, LISA	CONSULTING SERVICES	375.00
ROCK RIVER ARMS, INC	EQUIPMENT	965.00
SHIMMIN, NICK	MEMBERSHIP DUES	165.00
STATE HYGIENIC LAB	LAB ANALYSIS	25.00
US BANK CORPORATE CARD	SUPPLIES	77.99
US BANK EQUIPMENT FINANCE	COPIER LEASE	241.80
USA BLUE BOOK	CHEMICALS	480.77
WALMART COMMUNITY/GEMB	BOOKS, PROGRAM SUPPLIES	244.16
TOTAL		38,506.03

PAYROLL**3/25/2016****36,332.78****PAID BETWEEN MEETINGS**

ASCAP	ASCAP LICENSE	336.00
AWWA-IA	TRAINING	190.00
BARRON MOTOR SUPPLY	REPAIR/MAINTENANCE/SUPPLIES	427.78
BMI	BMI LICENSE	336.00
PLEASANT VALLEY NURSERY	TREES FOR PARKS	6,375.00
RAT PACK EVENTS	HHTD ENTERTAINMENT	2,000.00
REPUBLIC SERVICES OF IOWA	DOCUMENT DESTRUCTION	43.00
TISINGER, MATT	MILEAGE	106.80
UPS	SHIPPING	27.16
WEX BANK	VEHICLE FUEL	726.39
TOTAL		10,568.13

GRAND TOTAL EXPENDITURES**85,406.94****FUND TOTALS**

001 GENERAL FUND	58,572.05
022 CIVIC CENTER	352.68
031 LIBRARY	5,830.03
110 ROAD USE TAX	477.86
112 TRUST & AGENCY	3,867.16
600 WATER FUND	8,591.48
610 SEWER FUND	7,715.68

GRAND TOTAL**85,406.94**

REVENUE FEB FY2016

001 GENERAL FUND	16,201.05
022 CIVIC CENTER	249.25
027 MEMORIAL GARDEN PROJECT	210.00
031 LIBRARY	817.16
036 TORT LIABILITY	230.32
110 ROAD USE TAX	24,000.27
112 TRUST & AGENCY	551.59
119 EMERGENCY TAX FUND	98.52
121 LOCAL OPTION SALES TAX	15,050.94
125 TIF	81.04
160 REVOLVING LOAN FUND	104,745.16
226 DEBT SERVICE	1,014.65
500 CEMETERY PERPETUAL FUND	0.08
502 KROUTH INTEREST FUND	0.03
600 WATER FUND	38,160.48
610 SEWER FUND	27,942.98
740 STORM WATER UTILITY	4,486.43
TOTAL	233,839.95

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON THE PROPOSED AMENDMENT TO THE WEST BRANCH ZONING CODE.

YOU ARE HEREBY NOTIFIED that a public hearing will be held by the West Branch Planning and Zoning Commission in the Council Chambers at City Hall at 110 N. Poplar Street at 7:30 o'clock P.M. on, Tuesday, April 12, 2016. The public hearing will discuss the proposed rezoning of the following described parcel, located at 203 N. Downey Street in West Branch, Iowa from Residence R-3 Multiple Family District to Central Business CB-1 District:

That part of Lots 5, 6, 11, 12 and a portion of the vacated alley all in Block 35 of the Town of Cameron now West Branch, Cedar County, Iowa being more particularly described as follows: Commencing as a point of reference at the Southeast corner of said Lot 12; thence South 89°05'06" West 97.20 feet along the North right-of-way line of Green Street (assumed bearing for this description only) to the point of beginning; thence continuing South 89°05'06" West 162.38 feet along said North right-of-way line to a point of intersection with the East line of Downey Street; thence North 0°56'52" West 94.00 feet along the East right-of-way line of Downey Street to the Northwest corner of the South 17 feet of said Lot 6; thence North 89°05'06" East 99.87 feet along the North line of the South 17 feet of said Lot 6; thence North 0°52'22" West 60.00 feet along the West line of the East 22 feet of said Lot 6 to a point of intersection with the South right-of-way line of a alley; thence North 89°05'06" East 62.30 feet along said South right-of-way line; thence South 1°00'03" East 154.00 feet to the point of beginning and containing 0.44 acre more or less.

All interested persons are invited to attend this meeting and be heard on the aforementioned proposed adoption of the amendment. Further information regarding same may be obtained by contacting the West Branch City Clerk.

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON THE PROPOSED AMENDMENT TO THE WEST BRANCH ZONING CODE.

YOU ARE HEREBY NOTIFIED that a public hearing will be held by the West Branch City Council meeting in the Council Chambers at City Hall at 110 N. Poplar Street at 7:00 o'clock P.M. on, Monday, April 18, 2016. The public hearing will discuss the proposed rezoning of the following described parcel, located at 203 N. Downey Street in West Branch, Iowa from Residence R-3 Multiple Family District to Central Business CB-1 District:

That part of Lots 5, 6, 11, 12 and a portion of the vacated alley all in Block 35 of the Town of Cameron now West Branch, Cedar County, Iowa being more particularly described as follows: Commencing as a point of reference at the Southeast corner of said Lot 12; thence South 89°05'06" West 97.20 feet along the North right-of-way line of Green Street (assumed bearing for this description only) to the point of beginning; thence continuing South 89°05'06" West 162.38 feet along said North right-of-way line to a point of intersection with the East line of Downey Street; thence North 0°56'52" West 94.00 feet along the East right-of-way line of Downey Street to the Northwest corner of the South 17 feet of said Lot 6; thence North 89°05'06" East 99.87 feet along the North line of the South 17 feet of said Lot 6; thence North 0°52'22" West 60.00 feet along the West line of the East 22 feet of said Lot 6 to a point of intersection with the South right-of-way line of a alley; thence North 89°05'06" East 62.30 feet along said South right-of-way line; thence South 1°00'03" East 154.00 feet to the point of beginning and containing 0.44 acre more or less.

All interested persons are invited to attend this meeting and be heard on the aforementioned proposed adoption of the amendment. Further information regarding same may be obtained by contacting the West Branch City Clerk.



Book J Page 165

MELISSA HELMOLD, RECORDER
CEDAR COUNTY IOWA

PLAT OF SURVEY AUDITOR'S PARCEL 'M' & 'N'

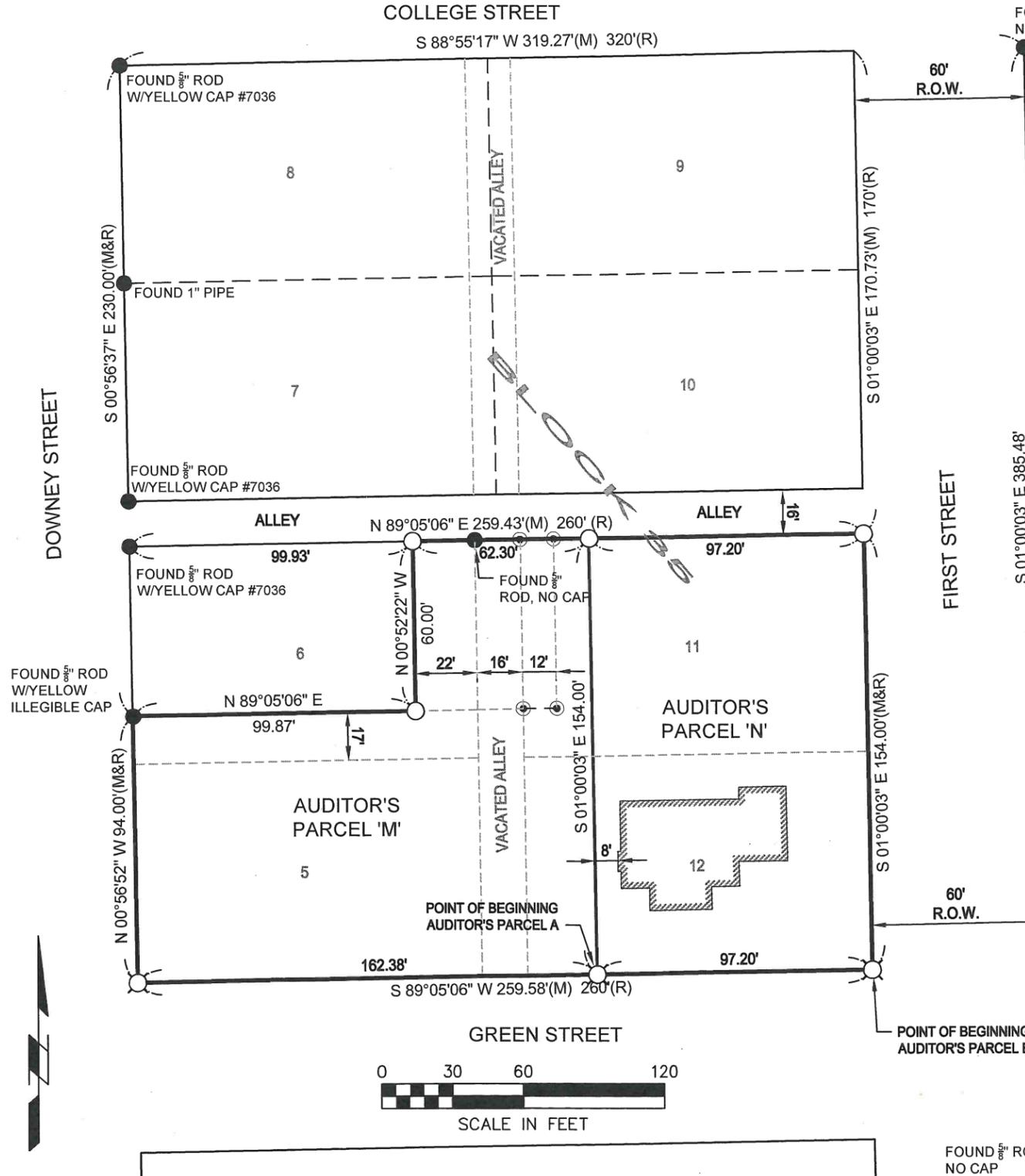
A PART OF BLOCK 35, TOWN OF CAMERON NOW WEST BRANCH
LOCATED IN THE SW 1/4 SECTION 5, TOWNSHIP 79 NORTH, RANGE 4 WEST OF THE 5TH P.M.
WEST BRANCH, CEDAR COUNTY, IOWA

DESIGNATED
by
CEDAR COUNTY AUDITOR
PARCEL M + N
DATE 3-16-16
INITIAL JC

THIS SPACE RESERVED FOR RECORDER'S USE

- LEGEND**
- IRON ROD WITH YELLOW CAP #12531
 - ⊗ CUT "X" IN CONCRETE
 - FOUND PROPERTY CORNER AS NOTED
 - ⊙ FOUND 1-3/4" PIPE IN CONCRETE

Document 2016 709 Pages 1
Date 3/16/2016 Time 2:26:21PM
Rec Amt \$7.00



DESCRIPTION - AUDITOR'S PARCEL 'M'

That part of Lots 5, 6, 11, 12 and a portion of the vacated alley all in Block 35 of the Town of Cameron now West Branch, Cedar County, Iowa being more particularly described as follows:

Commencing as a point of reference at the Southeast corner of said Lot 12;

thence South 89°05'06" West 97.20 feet along the North right-of-way line of Green Street (assumed bearing for this description only) to the point of beginning;

thence continuing South 89°05'06" West 162.38 feet along said North right-of-way line to a point of intersection with the East line of Downey Street;

thence North 0°56'52" West 94.00 feet along the East right-of-way line of Downey Street to the Northwest corner of the South 17 feet of said Lot 6;

thence North 89°05'06" East 99.87 feet along the North line of the South 17 feet of said Lot 6;

thence North 0°52'22" West 60.00 feet along the West line of the East 22 feet of said Lot 6 to a point of intersection with the South right-of-way line of an alley;

thence North 89°05'06" East 62.30 feet along said South right-of-way line;

thence South 1°00'03" East 154.00 feet to the point of beginning and containing 0.44 acre more or less.

DESCRIPTION - AUDITOR'S PARCEL 'N'

That part of Lots 11 & 12 of Block 35 of the Town of Cameron now West Branch, Cedar County, Iowa being more particularly described as follows:

Beginning at the Southeast corner of said Lot 12;

thence South 89°05'06" West 97.20 feet along the North right-of-way line of Green Street (assumed bearing for this description only);

thence North 1°00'03" East 154.00 feet to a point of intersection with the South right-of-way line of an alley;

thence North 89°05'06" East 97.20 feet along said South right-of-way line to a point of intersection with the West right-of-way line of First Street;

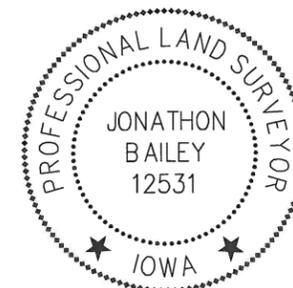
thence South 1°00'03" East 154.00 feet along said West right-of-way line to the point of beginning and containing 0.34 acre more or less.

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.1(5)

PROPRIETOR:
THE FIRST UNITED METHODIST
CHURCH OF WEST BRANCH

SURVEY REQUESTED BY:
THE CITY OF WEST BRANCH

SURVEY PREPARED BY:
SHIVE-HATTERY, INC.
2839 NORTHGATE DR.
IOWA CITY, IA 52245
(319) 354-3040



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____
NAME: JONATHON BAILEY
DATE: 3/16/16 LICENSE NUMBER: 12531
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2016
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
B1.1

PLAT OF SURVEY - AUDITOR'S PARCEL 'M' & 'N'
A PART OF BLOCK 35, TOWN OF CAMERON NOW WEST BRANCH
WEST BRANCH, CEDAR COUNTY, IOWA

DATE	3/16/16	SCALE	AS NOTED
DRAWN	WTH	FIELD BOOK	1121
APPROVED	JSB	REVISION	

PROJECT NO.
114263-0

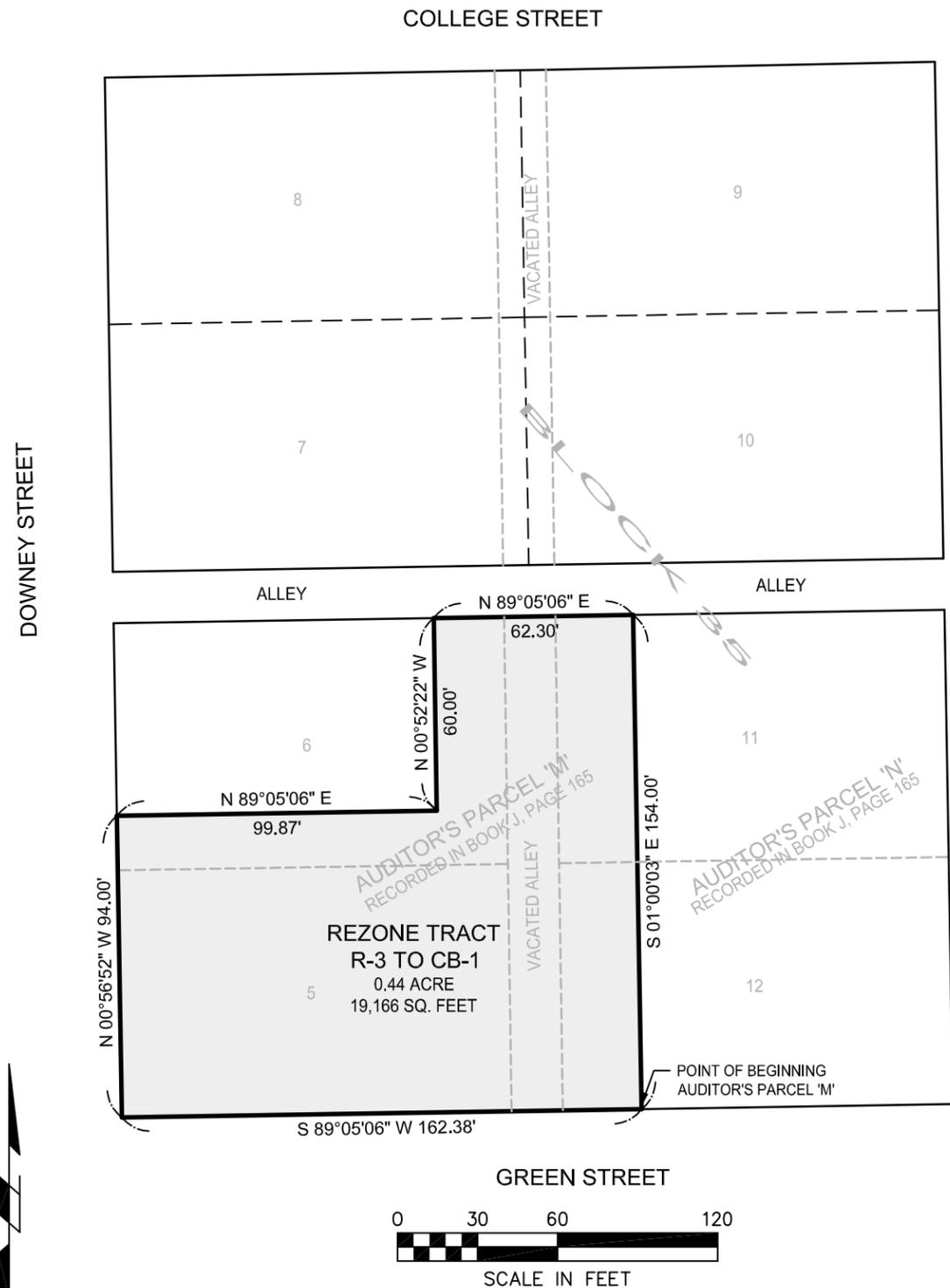
SHEET NO.
B1.1

SHIVE-HATTERY
ARCHITECTURE + ENGINEERING
Iowa | Illinois | Indiana | Missouri
<http://www.shive-hattery.com>

Last Modified: Mar. 16, 16 - 11:36

REZONING EXHIBIT AUDITOR'S PARCEL 'M'

A PART OF BLOCK 35, TOWN OF CAMERON NOW WEST BRANCH
LOCATED IN THE SW ¼ SECTION 5, TOWNSHIP 79 NORTH, RANGE 4 WEST OF THE 5TH P.M.
WEST BRANCH, CEDAR COUNTY, IOWA



PROPRIETOR:
THE FIRST UNITED METHODIST
CHURCH OF WEST BRANCH

SURVEY PREPARED BY:
SHIVE-HATTERY, INC.
2839 NORTHGATE DR.
IOWA CITY, IA 52245
(319) 354-3040



LOCATION MAP
NOT TO SCALE

REZONE TRACT FROM R-3 TO CB-1

DESCRIPTION - AUDITOR'S PARCEL 'M'

That part of Lots 5, 6, 11, 12 and a portion of the vacated alley all in Block 35 of the Town of Cameron now West Branch, Cedar County, Iowa being more particularly described as follows:

- Commencing as a point of reference at the Southeast corner of said Lot 12;
- thence South 89°05'06" West 97.20 feet along the North right-of-way line of Green Street (assumed bearing for this description only) to the point of beginning;
- thence continuing South 89°05'06" West 162.38 feet along said North right-of-way line to a point of intersection with the East line of Downey Street;
- thence North 0°56'52" West 94.00 feet along the East right-of-way line of Downey Street to the Northwest corner of the South 17 feet of said Lot 6;
- thence North 89°05'06" East 99.87 feet along the North line of the South 17 feet of said Lot 6;
- thence North 0°52'22" West 60.00 feet along the West line of the East 22 feet of said Lot 6 to a point of intersection with the South right-of-way line of a alley;
- thence North 89°05'06" East 62.30 feet along said South right-of-way line;
- thence South 1°00'03" East 154.00 feet to the point of beginning and containing 0.44 acre more or less.

REZONING EXHIBIT
A PART OF BLOCK 35, TOWN OF CAMERON NOW WEST BRANCH
WEST BRANCH, CEDAR COUNTY, IOWA

DATE	SCALE	AS NOTED
DRAWN	3/22/16	1121
APPROVED	WITH	REVISION—Beginning Auditor's Parcel 'A' to 'M' (3/25/16)
	USB	

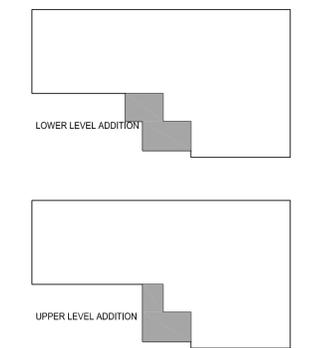
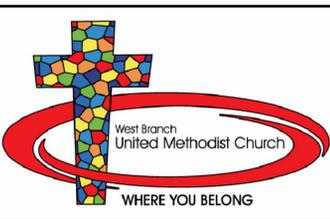
PROJECT NO.
114263-0

SHEET NO.
B1.2

User: NLPARKMS Drawing: P:\PROJECTS\1142030\Deliverables\survey\zoning exhibit.dwg, P.L.I.
Last Modified: Mar. 25, 16 - 09:47

**WEST BRANCH
UNITED METHODIST CHURCH
ACCESSIBILITY IMPROVEMENT**

203 North Downey Street, P.O. Box 750,
West Branch, IA 52358



KEY PLAN

DRAWN MLM
APPROVED MLM
ISSUED FOR SITE PLAN SUBMITTAL
DATE March 14, 2016
FIELD BOOK

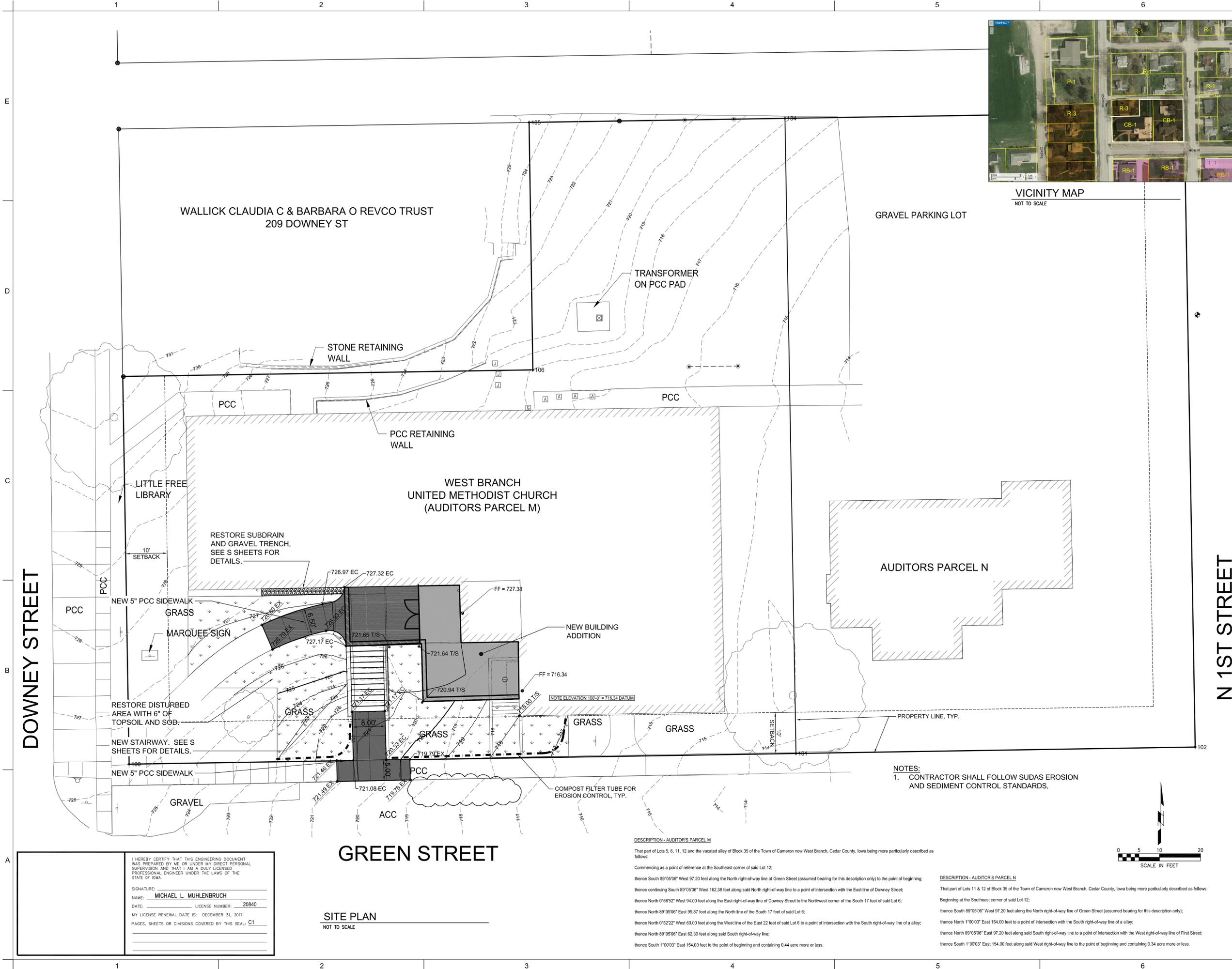
PROJECT NO.: 1142630

SITE PLAN

C1



VICINITY MAP
NOT TO SCALE



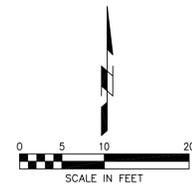
- NOTES:**
1. CONTRACTOR SHALL FOLLOW SUDAS EROSION AND SEDIMENT CONTROL STANDARDS.

DESCRIPTION - AUDITOR'S PARCEL M

That part of Lots 5, 6, 11, 12 and the vacated alley of Block 35 of the Town of Cameron now West Branch, Cedar County, Iowa being more particularly described as follows:
Commencing as a point of reference at the Southeast corner of said Lot 12;
thence South 89°05'06" West 97.20 feet along the North right-of-way line of Green Street (assumed bearing for this description only) to the point of beginning;
thence continuing South 89°05'06" West 162.38 feet along said North right-of-way line to a point of intersection with the East line of Downey Street;
thence North 0°56'52" West 94.00 feet along the East right-of-way line of Downey Street to the Northwest corner of the South 17 feet of said Lot 6;
thence North 89°05'06" East 99.87 feet along the North line of the South 17 feet of said Lot 6;
thence North 0°52'22" West 60.00 feet along the West line of the East 22 feet of said Lot 6 to a point of intersection with the South right-of-way line of an alley;
thence North 89°05'06" East 62.30 feet along said South right-of-way line;
thence South 1°00'03" East 154.00 feet to the point of beginning and containing 0.44 acre more or less.

DESCRIPTION - AUDITOR'S PARCEL N

That part of Lots 11 & 12 of Block 35 of the Town of Cameron now West Branch, Cedar County, Iowa being more particularly described as follows:
Beginning at the Southeast corner of said Lot 12;
thence South 89°05'06" West 97.20 feet along the North right-of-way line of Green Street (assumed bearing for this description only);
thence North 1°00'03" East 154.00 feet to a point of intersection with the South right-of-way line of an alley;
thence North 89°05'06" East 97.20 feet along said South right-of-way line to a point of intersection with the West right-of-way line of First Street;
thence South 1°00'03" East 154.00 feet along said West right-of-way line to the point of beginning and containing 0.34 acre more or less.



DOWNNEY STREET

N 1ST STREET

GREEN STREET

SITE PLAN
NOT TO SCALE

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.

SIGNATURE: _____
NAME: MICHAEL L. MUHLENBRUCH
DATE: _____ LICENSE NUMBER: 20840
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2017
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: C1

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON THE PROPOSED AMENDMENT TO THE WEST BRANCH ZONING CODE.

YOU ARE HEREBY NOTIFIED that a public hearing will be held by the West Branch City Council in the Council Chambers at City Hall at 110 N. Poplar Street at 7:00 o'clock P.M. on, Monday, April 4, 2016. The public hearing will discuss the proposed rezoning of the following described parcel from Residence R-1 Single Family District to Residence R-2 Two Family District:

Lot 1 of Lot "A", West Branch, Cedar County, Iowa, in accordance of the Plat thereof recorded in Plat Book G, at page 223, in the records of the Cedar County Recorder's Office, containing 6.02 acres, and subject to easements and restrictions of record. This is a tract of land at 829 W. Main Street.

All interested persons are invited to attend this meeting and be heard on the aforementioned proposed adoption of the amendment. Further information regarding same may be obtained by contacting the West Branch City Clerk.

/s/ _____
Matt Muckler, City Administrator/Clerk

Prepared by: Kevin D. Olson, West Branch City Attorney, PO Box 5640, Coralville, Iowa 52241 (319) 351-2277
Return to: Matt Muckler, City Administrator/Clerk, P.O. Box 218, West Branch, Iowa 52358 (319) 643-5888

ORDINANCE NO. 736

AN ORDINANCE RE-ZONING AN APPROXIMATE 6.02 ACRE PARCEL OF REAL PROPERTY LOCATED NEAR 829 WEST MAIN STREET FROM RESIDENCE R-1 SINGLE FAMILY DISTRICT TO RESIDENCE R-2 TWO FAMILY DISTRICT.

WHEREAS, Lynch Plumbing, Inc. has petitioned the City of West Branch for a zoning district amendment for an approximate 6.02-acre parcel located north of West Main Street, said parcel being legally described as Lot 1 of Lot "A", West Branch, Cedar County, Iowa, in accordance of the Plat thereof recorded in Plat Book G, at page 223, in the records of the Cedar County Recorder's Office, containing 6.02 acres, and subject to easements and restrictions of record. This is a tract of land at 829 W. Main Street; and

WHEREAS, Lynch Plumbing, Inc. has requested that the Parcel be rezoned to be located in a Residence R-2 Two Family District, in place of a Residence R-1 Single Family District; and

WHEREAS, the West Branch Planning and Zoning Commission has recommended the City Council approve said rezoning request; and

WHEREAS, a public hearing has been held on said request pursuant to published notice thereof.

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

Section 1. That the zoning map for the City of West Branch is hereby amended to show the Parcel being located in a Residence R-2 Two Family District in place of a Residence R-1 Single Family District.

Section 2. This ordinance shall be in full force and effect from and after its publication as required by law.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 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 4th day of April, 2016.

Read First Time: April 4, 2016

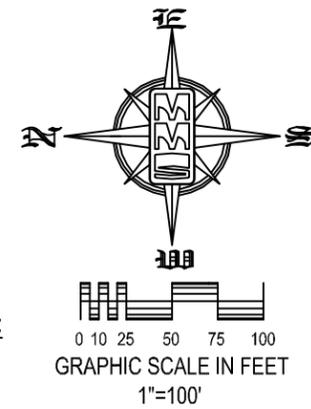
Read Second Time:

Read Third Time:

Roger Laughlin, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

REZONING EXHIBIT LYNCH HEIGHTS WEST BRANCH, IOWA



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282

www.mmsconsultants.net

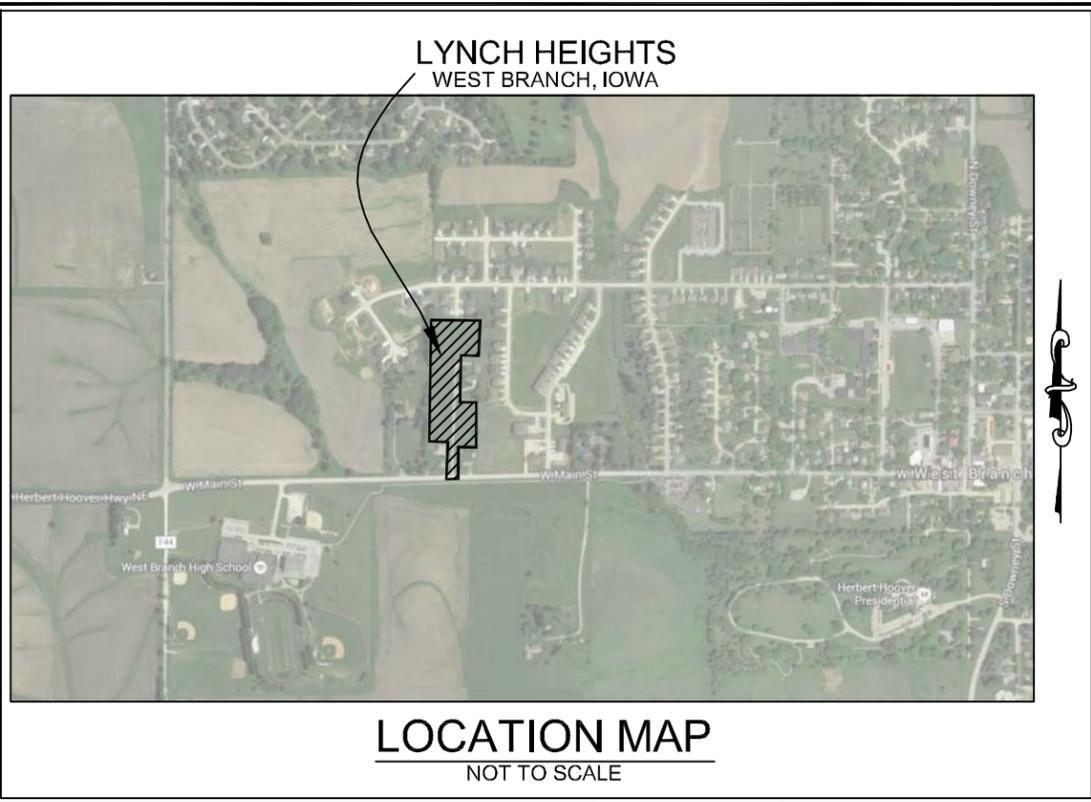
PLAT PREPARED BY:
MMS CONSULTANTS INC.
1917 S. GILBERT STREET
IOWA CITY, IA 52240

OWNER/APPLICANT:
LYNCH PLUMBING, INC.
829 W. MAIN STREET
TIPTON, IA 52772

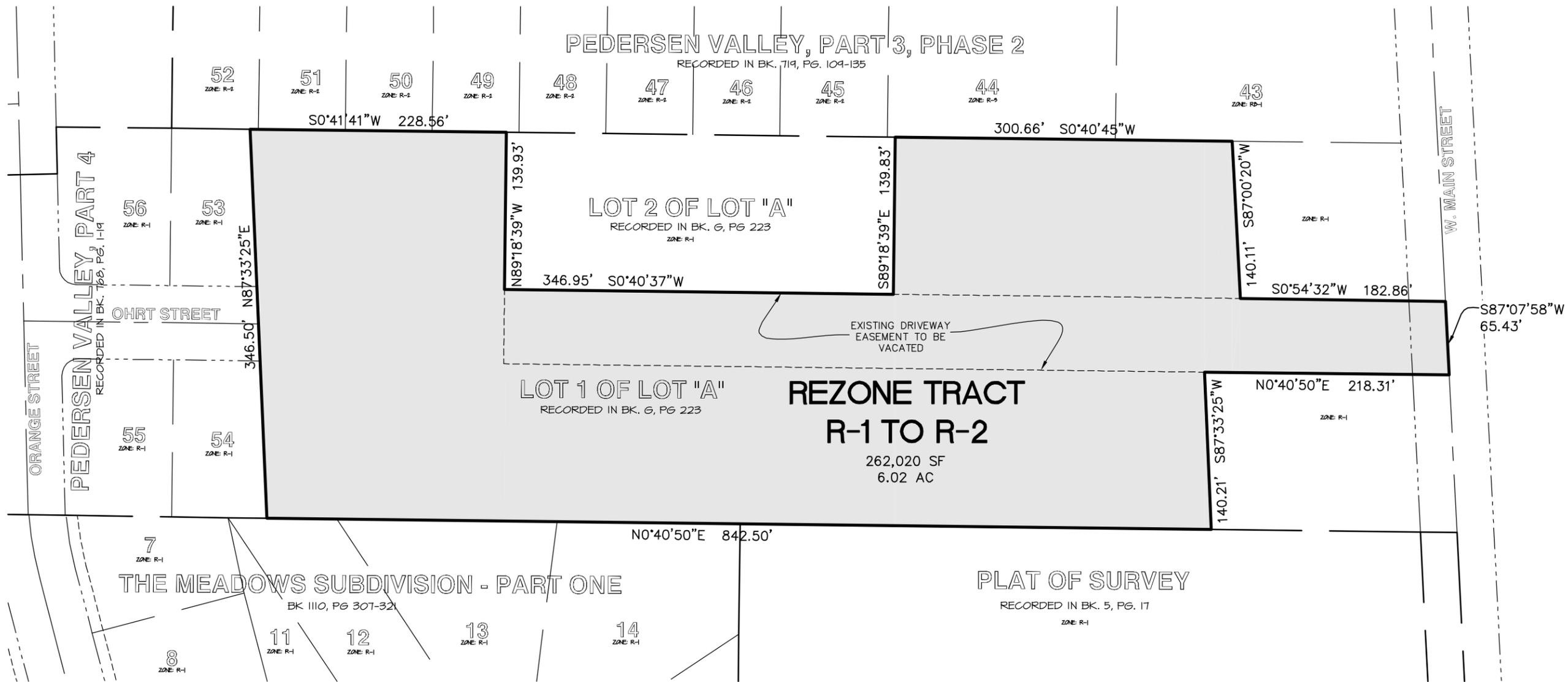
APPLICANT'S ATTORNEY:
STEVEN C. ANDERSON
568 HIGHWAY 1 WEST
IOWA CITY, IA 52246

REZONE TRACT FROM R-1 TO R-2

LOT 1 OF LOT "A", WEST BRANCH, CEDAR COUNTY, IOWA, IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK G, AT PAGE 223, IN THE RECORDS OF THE CEDAR COUNTY RECORDER'S OFFICE, CONTAINING 6.02 ACRES, AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



LOCATION MAP
NOT TO SCALE



Date	Revision

REZONING EXHIBIT

LYNCH HEIGHTS
WEST BRANCH
CEDAR COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	01-15-16
Designed by:	GDM
Field Book No.:	1129
Drawn by:	JDM
Scale:	1"=100'
Checked by:	GDM
Sheet No.:	1
Project No.:	IC 9707001
15 f.:	1



February 16, 2016

Matt Muckler
City Administrator
City of West Branch
110 North Poplar St.
West Branch, IA 52358

WEST BRANCH, IOWA
LYNCH HEIGHTS
PRELIMINARY PLAT

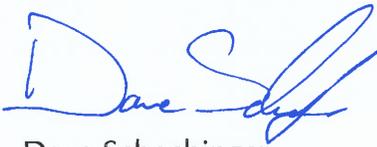
We have reviewed the preliminary plat for Lynch Heights Subdivision to the City of West Branch for conformance with the City's ordinances and design standards. Based on our review, we offer the following comments:

1. 170.05.3 Plat shall contain reference to at least 2 section corners or survey monuments. The plat does not identify any found monuments.
2. 170.05.9 Show location of proposed easements for utilities and drainage. Lot 11 should include an access easement for maintaining the storm sewer as well as for the drainage way to the south. There are existing utilities shown along the east side of the subdivision. An easement should be provided centered on the property line.
4. 170.05.10 Install 3 way valve cluster for water main and hydrant between lots 6 & 7. Revise water main crossing street to a perpendicular crossing. Identify location of street lights and sizes of storm sewers.
5. 170.15.8 Street grades were previously discussed with Council. The proposed grades exceed 5% due to existing topography and adjacent homes. A variance should be requested.
6. 170.15.10 Block lengths are not to exceed 1,320 feet except where extraordinary conditions justify longer block length. For blocks over 700 feet in length, a mid block crossing should be considered.
7. 170.15.13 Provide easements for utilities and drainage ways as indicated above.

8. 170.15.15 Provide an erosion control plan for review prior to accepting preliminary plat.
9. 170.16.4 Sidewalks shall be installed by the subdivider. The plat shows the sidewalks terminating at Main Street. At least one side should connect to the walking trail on the south side of Main Street. The plat shows sidewalks installed in front of existing residences. Identify if this will be done as part of the development.
10. 170.16.6. A stormwater management plan should be prepared and submitted for review. The plan should address how the impacts of development will be addressed.
11. The existing residence between lots 14 and 15 is shown with two driveways. The location and materials should be discussed with staff.
12. There has been discussion related to relocation of driveways for the existing residences south of lots 1 and 18. The location of the driveways and associated grading should be coordinated with the street grades on Ohrt Street. Existing utilities may create conflicts and should be adjusted as necessary.

Should you have any questions or comments, please contact us at 319-466-1000.

VEENSTRA & KIMM, INC.



Dave Schechinger

cc: Glen Meisner, MMS Consultants



February 18, 2016

Dave Schechinger
Veenstra & Kimm, Inc.
860 22nd Ave., Suite 4
Coralville, IA 52241-1565

Re: Lynch Heights Preliminary Plat

Dear Mr. Schechinger:

We are in receipt of your letter dated February 16, 2016. We offer the following in response to city staff comments and concerns.

1. 170.05.3 Plat shall contain reference to at least 2 section corners or survey monuments. The plat does not identify any found monuments.
This plat is the entire parcel of a legally platted parcel described as Lot 1 of Lot A, West Branch, Iowa that is recorded in Plat Book G at Page 223 in the Cedar County Recorder's Office. Lot corners have been added.
2. 170.05.9 Show location of proposed easements for utilities and drainage. Lot 11 should include an access easement for maintaining the storm sewer as well as for the drainage way to the south. There are existing utilities shown along the east side of the subdivision. An easement should be provided centered on the property line.
Proposed easements for utilities and drainage have been added.
4. 170.05.10 Install 3 way valve cluster for water main and hydrant between lots 6 & 7. Revise water main crossing street to a perpendicular crossing. Identify location of street lights and sizes of storm sewers.
The three way valve cluster has been added. The watermain crossing has been made to cross the street at nearly a right angle. Street light locations have been added. Storm sewer sizes have been added.
5. 170.15.8 Street grades were previously discussed with Council. The proposed grades exceed 5% due to existing topography and adjacent homes. A variance should be requested.
A variance request for street grades will be provided prior to the Planning and Zoning Meeting.



6. 170.15.10 Block lengths are not to exceed 1,320 feet except where extraordinary conditions justify longer block length. For blocks over 700 feet in length, a mid-block crossing should be considered.
A mid-block crossing has been added to the preliminary plat.
7. 170.15.13 Provide easements for utilities and drainage ways as indicated above.
Easements for utilities and drainage have been added to the plat.
8. 170.15.15 Provide an erosion control plan for review prior to accepting preliminary plat.
Erosion control measures have been added to the preliminary plat.
9. 170.16.4 Sidewalks shall be installed by the subdivider. The plat shows the sidewalks terminating at Main Street. At least one side should connect to the walking trail on the south side of Main Street. The plat shows sidewalks installed in front of existing residences. Identify if this will be done as part of the development.
Covenants will stipulate that sidewalks will be constructed by each new home owner. It does not make sense to build sidewalks when they may be destroyed by home construction. A main street crossing will be shown and the trails will connect south of Main Street to the trail. The developer will install sidewalks along Ohrt Street for the two southern lots and Lot 2 of Lot "A".
10. 170.16.6 A stormwater management plan should be prepared and submitted for review. The plan should address how the impacts of development will be addressed.
A letter has been presented to West Branch offering a lump sum paid to the City of West Branch for off-site stormwater management.
11. The existing residence between lots 14 and 15 is shown with two driveways. The location and materials should be discussed with staff.
The location and surfacing materials will be discussed with staff for the two existing driveways.
12. There has been discussion related to relocation of driveways for the existing residences south of lots 1 and 18. The location of the driveways and associated grading should be coordinated with the street grades on Ohrt Street. Existing utilities may create conflicts and should be adjusted as necessary.
The relocation of existing driveways and coordination of grades and driveways will be addressed with the two adjoining neighbors to the south.



MMS Consultants, Inc.

Experts in Planning and Development Since 1975

1917 S. Gilbert Street
Iowa City, Iowa 52240

319.351.8282

mmsconsultants.net
mms@mmsconsultants.net

We trust that the above information, along with the enclosed copies of the revised plans, is sufficient for forwarding for approval. If you have questions or require any additional information, please contact us accordingly.

Respectfully submitted,

A handwritten signature in blue ink that reads "Glen Meisner".

Glen Meisner, PE & PLS
MMS Consultants, Inc.

9707001Q1.docx

Environmental Specialists

Landscape Architects

Land Planners

Land Surveyors

Civil Engineers

NOTICE OF HEARING AND LETTING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF 4th STREET RECONSTRUCTION FOR THE CITY OF WEST BRANCH, IOWA, AND THE TAKING OF BIDS THEREFOR

Notice is hereby given that the City Council of West Branch, Iowa will meet in the Council Chambers at the City Library, 110 North Poplar Street, West Branch, Iowa, on the 4th day of April, 2016 at 7:00 p.m. at which time a hearing will be held and said Council proposes to adopt plans, specifications, form of contract and estimate of cost for the construction of the 4th Street Reconstruction and work incidental thereto for said City.

Sealed proposals will be received by the City Clerk of the City of West Branch, Iowa, at City Hall, 110 North Poplar Street, West Branch, Iowa, until 2:00 p.m. on the 31st day of March, 2016, for the construction of 4th Street Reconstruction as described in the plans and specifications therefor, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced by the City Clerk at the time and date specified above. Proposals will be acted upon by said City at the April 4th City Council Meeting or at such later time and place as then may be fixed.

The location of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

4th STREET RECONSTRUCTION

Reconstruct 4th Street from approximately 300 feet north of Orange Street to the north approximately 1,100 feet. The existing street is sealcoat and the reconstructed street will be 7-inch PCC, 31 feet wide with curb intakes and storm sewer. Includes all labor, equipment, and materials necessary for approximately 1,550 square yards of pavement removal, 3,853 square yards of 7-inch PCC pavement, 527 square yards of 4-inch PCC sidewalk, HMA driveway, 1,125 linear feet of storm sewer, curb intakes, excavation, traffic control, seeding, and associated work, including cleanup.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of West Branch, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

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

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alternations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to five percent (5%) of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of five percent (5%) of the bid.

The bid security should be made payable to the CITY OF WEST BRANCH, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form bound in the specifications.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes.

NHL-1

368169

Notice of Hearing and Letting

The City Council reserves the right to reject any or all bids and to waive informalities or technicalities in any bid and to accept the bid which it deems to be in the best interest of the City. The Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of Hearing and Letting.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of four (4) years after its completion and acceptance by the City Council.

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed. All work shall be completed, subject to any extensions of time which may be granted by the City Council, by October 28, 2016.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Payment to the Contractor for said improvements will be made in cash derived from the proceeds of the issuance and sale of such bonds and/or from such cash funds of the City as may be legally used for said purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed and payments made to material suppliers for materials ordered specifically for the project or delivered to the site during the preceding calendar month. Estimates will be prepared on the last day of each month by the Contractor, subject to the approval of the Engineer, who will certify to the City for payment each approved estimate on or before the tenth (10th) day of the following month. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Upon completion of the work and its acceptance by the Council, the Contractor will be paid an amount which, together with previous payments, will equal ninety-five percent (95%) of the contract price of the contract. Final payment of the remaining five percent (5%) will be made not less than thirty-one (31) days after completion and acceptance by resolution of the City Council of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payments will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The City will issue a sales tax exemption certificate applicable for all materials purchased for the project. Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from TECHNIGRAPHICS, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240. Contact Jill Chambers at 319-354-5950 or email jillc@rapidsrepro.com. A refundable deposit of \$30 is required. Please make checks to Veenstra & Kimm, Inc. Mail said deposit checks to Technigraphics, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240, Attn: Jill Chambers. Upon receiving deposit check, plans and specifications will be mailed out. When plans and specifications are returned in good condition within 14 days of the award date of the project, deposit checks will be returned.

This notice is given by order of the Council of the City of WEST BRANCH, Iowa.

CITY OF WEST BRANCH, IOWA

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator

NHL-2

368169

RESOLUTION NO. 1435

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CONSTRUCTION OF 4TH STREET RECONSTRUCTION FOR THE CITY OF WEST BRANCH, IOWA AND THE TAKING OF BIDS THEREFOR.

WHEREAS, the City Council of the City of West Branch, Cedar County, Iowa, did heretofore deem it necessary and desirable to construct street, sidewalk, water and sewer improvements along 4th Street, said project having been referred to as the “City of West Branch 4th Street Reconstruction Project”; and

WHEREAS, the City’s Engineer, Veenstra & Kimm have caused the plans, specifications, form of contract and estimate of cost for said Project to be prepared; and

WHEREAS, pursuant to Chapter 26 of the Code of Iowa, the City is required to approve said plans, specifications, form of contract and estimate of cost; and

WHEREAS, the City Council of the City of West Branch, Cedar County, Iowa, approved Resolution 1438 on March 21, 2016 setting the public hearing on the aforementioned plans, specifications, form of contract and estimate of cost for 7:00 p.m. on Monday, April 4, 2016 at the Council Chambers, City Hall, 110 N. Poplar Street, West Branch, Iowa 52358; and

WHEREAS, per Resolution 1438, the City solicited bids for said Project until 2:00 p.m. on Thursday, March 31, 2016 in the Office of the City Clerk, 110 N. Poplar Street, West Branch, Iowa 52358.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of West Branch, Cedar County, Iowa, approves the plans and specifications, proposed form of contract and estimate of cost for the construction of the 4th Street Reconstruction Project for the City of West Branch, Iowa and the taking of bids therefor.

Passed and approved this 4th day of April, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1440

RESOLUTION ACCEPTING BIDS AND AWARDING THE CONSTRUCTION CONTRACT FOR THE 4TH STREET RECONSTRUCTION PROJECT.

WHEREAS, the City Council of the City of West Branch, Iowa, has heretofore deemed it necessary and desirable to construct street, sidewalk, water and sewer improvements along 4th Street, said project having been referred to as the “4th Street Reconstruction Project” for the City of West Branch, Iowa (the “Project”); and

WHEREAS, the bids for the aforementioned project were received, opened and tabulated as per published notice therefor on March 31, 2016; and

WHEREAS, the bid of _____, was the lowest responsive, responsible bid received; and

WHEREAS, said bid was in the amount of \$_____; and

WHEREAS, the Project Engineer has heretofore reviewed the bids and recommended that the City Council approve and accept the aforementioned bid for said project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the bid of _____, in the amount of \$_____ be and the same is hereby accepted and approved and the construction contract is awarded to _____.

BE IT FURTHER RESOLVED that the Mayor is hereby directed to execute the construction contract on behalf of the City.

* * * * *

Passed and approved this 4th day of April, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION 1441

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING AND SOFTWARE USE POLICY BETWEEN THE IOWA DEPARTMENT OF TRANSPORTATION AND THE CITY OF WEST BRANCH.

WHEREAS, the City of West Branch Police Department and the Iowa Department of Transportation, Motor Vehicle Division, Office of Motor Vehicle Enforcement share common goals; and

WHEREAS, those common goals include improving highway and public safety data and providing for the capability for communications within and between public safety agencies, and

WHEREAS, the Iowa Department of Transportation has provided a Memorandum of Understanding and Software Use Policy for City Council review; and

WHEREAS, the Memorandum of Understanding and Software Use Policy requires the approval of the West Branch City Council.

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

* * * * *

Passed and approved this 4th day of April, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

MEMORANDUM OF UNDERSTANDING & SOFTWARE USE POLICY
BETWEEN
IOWA DEPARTMENT OF TRANSPORTATION
AND
West Branch Police Dept.

Background

The Mobile Architecture for Communications Handling (MACH) client software application is co-owned by the Iowa Department of Transportation (DOT) and the developer, Technology Enterprise Group, Inc. (TEG). DOT is making the MACH client software available for use by Iowa's public safety agencies.

DOT has a license from TEG for the MACH server software. The Iowa Department of Public Safety (DPS) hosts a MACH server(s) for Iowa's public safety agencies.

Purpose

This is a cooperative agreement between the Iowa DOT, Motor Vehicle Division, Office of Motor Vehicle Enforcement and the West Branch PD to allow West Branch PD to use the MACH client software.

Goals

Through the integration of new technologies and products, implementing this MOU is intended to:

- Improve highway and public safety data.
- Increase employee efficiency.
- Provide the capability for communications within and between public safety agencies.
- Enhance employee safety.
- Identify the location of resources and assist in deploying those resources

General Provisions

The DOT will:

1. Provide the MACH client software, version 2, and subsequent releases. DOT's Traffic and Criminal Software (TraCS) Team will install MACH on computers in compliance with the DOT MACH Software Use Policy.
2. Have the TraCS Team determine, to the best of their ability, whether any problem with MACH is software or hardware related. If software related, the resolution of the problem will be the responsibility of the DOT. If hardware related, the DOT may offer suggestions but the resolution of the problem will be responsibility of the user agency.
3. Provide training, either directly or through train-the-trainer, in the use of MACH.
4. Provide technical support as requested. This support will occur via telephone, e-mail, or Bomgar (a remote support tool). If necessary, on site visits will be provided.
5. Host an annual User Group meeting to receive user input and share future plans.

The Agency will:

1. Provide and maintain equipment capable of efficiently running MACH and subsequent versions as they become available. MACH requires a GPS unit or a GPS equipped computer and a method to communicate with the MACH server over the Internet. A computer may use MACH without a GPS unit such as an administrator's desktop within an agency's offices.
2. Pay \$12 annually for each GPS equipped computer using MACH to cover the cost of Google Maps. If accessing the IOWA System, the map fee will be included with the fees charged by the DPS. These map fees will then be forwarded by the DPS to the DOT. If not accessing the IOWA System, the map fees will be charged directly by the DOT.
3. Pay the fees assessed by DPS if the agency uses MACH to access the IOWA System and initiate NCIC queries.
4. Submit all motor vehicle crash reports to DOT using TraCS. The agency understands that crash reports must be submitted timely and must use the Incident Location Tool to locate all crashes submitted to the Iowa DOT. **This crash reporting process is a requirement to qualify for the use of MACH.**

5. Designate an agency contact(s) for problem resolution and training.
6. Not modify MACH other than through use of the customizing afforded by the application.
7. Accord all information contained in MACH the same security and protection as other highly sensitive intelligence information and conform to all privacy and confidentiality laws and regulations that may apply to that information. The agency will use the MACH NCIC capability in strict adherence with the DPS policy regarding mobile data terminals.

Signatures

To deploy MACH at West Branch PD the undersigned parties agree to all provisions contained in this MOU and affirm that they are authorized to enter into this agreement on behalf of the agencies involved.

Evidence of Political Subdivision Acceptance
By West Branch PD

Evidence of State Agency Acceptance
By Iowa DOT

Signature of Authorized Official

Signature of Authorized Official

Printed Name

Printed Name

Title

Title

Date

Date

RESOLUTION NO. 1442

A RESOLUTION APPROVING A CONSULTANT SERVICES AGREEMENT
WITH JONNY STAX PRESENTS, INC. FOR A PROMOTIONS STRATEGY

WHEREAS, the City is interested in contracting with Jonny Stax Presents, Inc, for promoting West Branch; and

WHEREAS, the City has knowledge of the firms previous experience with public advocacy campaigns and creating promotional strategies; and

WHEREAS, the City has a desire to enter into an agreement to engage Jonny Stax Presents, Inc. as an independent contractor to perform services on an “as-needed” basis; and

WHEREAS, Jonny Stax Presents, Inc. has prepared an agreement which includes the provision of a logo, tagline, a story with talking points, a promotions strategy and outreach to media outlets to secure earned media coverage; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves a consultant agreement with Jonny Stax, Inc for a promotions strategy.

Passed and approved this 4th day of April, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Jonny Stax Presents, Inc.

To: Matt Muckler, City Administrator for West Branch, IA
From: Jonny Stax, consultant
March 15, 2016

RE: Proposal for promoting West Branch

Following conversations with you and Mayor Roger Laughlin, I am submitting this proposal for supporting promotions of The City of West Branch. Below are the objectives and deliverables, and activities that will guide this work in the current fiscal year, laying the groundwork for more expansive activities in subsequent fiscal years, including execution, evaluation, and refinement of promotions strategies for the City of West Branch.

I have experience working with communities of varying sizes in Illinois around issues of common interest, successfully bringing them together to articulate a common goal and a plan to realize this goal. I have created and executed promotions strategies for organizations and productions, successfully growing audiences and increasing revenues. We have relocated to the area to build a retreat center that would support the creation of new businesses, programs, and works of art. I am proposing an ambitious scope of work for a reasonable cost because of our shared interest in enhancing West Branch as a destination for visitors and increasing investment in our community.

Promoting West Branch

Objective: To design a coordinated, focused promotions strategy that efficiently uses resources to:

1. Increase new visitors
2. Increase returning visitors
3. Increase resident spending
4. Increase new residents and businesses.

Deliverables:

1. Logo for The City of West Branch
2. Tagline
3. Story with talking points that can be used for various audiences, delivering a consistent message about what makes West Branch so great and what people will get out of their experience in West Branch
4. Promotions strategy for FY17 that articulates audience; earned, paid, and social media strategies; experiential sequence for visitors; and work plan with evaluation strategies
5. Outreach to media outlets to secure earned media coverage

Resources

I can put a team together to meet these objectives and accomplish these deliverables and activities in FY16 for \$8,000. This would include a graphic designer for branding, a communications expert to guide promotions strategy and story-building, and myself to facilitate brainstorming sessions, conduct interviews, and manage the process. I would bring on an intern from area schools to support this work. This city would need to dedicate staff time for updating the website, coordinating logistics, and supporting research; space and equipment for research and meetings; and people to form a committee that could provide feedback, conduct research, and make decisions.

1837 Baker Avenue West Branch, IA 52358 * 773-895-1531 * jstax@jonnystax.com

EXPERIENCE

Jonny Stax Presents, Inc.

Chicago, IL and West Branch, IA

President

May 2009—Present

Public speaking, consultancy, coaching, workshops, and retreats focused in three areas: 1) Adaptive Leadership: facilitating growth in leadership skills that equip individuals, organizations, and communities to play out their vision and values, including strategic planning, change management, and diversity/equity/inclusion; 2) Creators Lab: creating cross-sector approaches to manifesting ideas in the real world that have a positive, lasting impact, including new businesses, social justice campaigns, educational curricula, and works of art; and 3) Gospel of the Unicorn: liberating individuals to embrace their uniqueness and find their authentic fit in this world, including vision clarity, gift identification, and course mapping.

Successes have included: creation of multi-year strategic plans for organizations that translated into annual planning and quarterly tracking tools, creation of extensive campaign using the power of arts and public health to mobilize health care professionals to reduce stigmas that hinder HIV testing and care, production of rock opera that involved nearly 100 collaborators and drew crowds of over 800 people, articulation of a model that clarified a national organization's fit in a social movement, rebranding of logo and language for a statewide organization to increase investment and partnerships, and citywide strategic planning to localize a national public health strategy.

Clients have included: Chicago Public Schools (Chicago, IL), Public Health Institute of Metropolitan Chicago (Chicago, IL), Chicago Children's Theatre (Chicago, IL), Asian Communities for Reproductive Justice (National), Northwestern University Department of Health Education (Evanston, IL), Illinois State University (Bloomington, IL), Health Care Education and Training (Indianapolis, IN), and Sierra Club (National).

Illinois Caucus for Adolescent Health

Chicago, IL

Director of Sex Education Initiatives (SEI)

July 2007—May 2009

Campaign Manager, Illinois Campaign for Responsible Sex Education

October 2004—June 2007

Created one a statewide campaign to improve sexual health education through youth-adult partnerships at a state and local level using research, community organizing, legislative advocacy, media and public relations, and education reform strategies. Successes included changes in school board policies in five Illinois communities of varying sizes, including Chicago; largest mobilization of sexual health education advocates in the state; editorials and cover stories by all the major state newspapers on the issue; publication in a peer-reviewed journal of lessons learned from the campaign; presentation at national and regional conferences on the models created; production of a toolkit to guide administrators, educators, and community leaders through the implementation process for sexual health education programs in the school; plan for statewide implementation of sexual health education programming through a strategic planning process that involved more than 500 stakeholders across the country; and development of an implementation plan for the Chicago Public Schools. Duties included designing, raising, and managing annual budgets of over \$500,000; managing eight to twelve staff from one to three different organizations; leading a team of academic, bureaucratic, and grassroots researchers; managing an advisory board; presenting at local, regional, state, and national convenings; lobbying legislators and school board members; preparing talking points to use in interviews with the press; conducting strategic planning sessions for internal campaign staff, the organization, two school systems, and stakeholders throughout the state; organizing events from lobby days to planning summits; writing fact sheets, trainings, and toolkits for multiple audiences.

Advocates for Youth

Washington, DC

Manager of State Strategies and Youth Activism, Public Affairs

April 2002—October 2004

Facilitated partnership with Rock the Vote and MTV as advocacy partner for Fight for Your Rights Campaign. Strategically developed and coordinated *My Voice Counts!*, a grassroots campaign of youth activists and organizational allies advocating at local, state, and federal levels for honest sex education in U.S. schools. Spearheaded strategy sessions and provided technical assistance on media, legislation, and organizing strategies to state-based organizations on social change campaigns across the full scope of adolescent sexual and reproductive health. Designed groundbreaking electronic Public Service Announcement (ePSA) for online petition and disseminated it through viral marketing strategies to over 20,000 email addresses, increasing average monthly signatures from 160 to 1270. Developed innovative curricula and led trainings for over 500 youth activists and youth-serving professionals in every region of the country equipping them with skills in community organizing, youth-adult partnerships, adolescent reproductive and sexual health, sexual education, legislative advocacy, media strategies, community planning, social justice, and cultural competence around sexuality, age, gender, and race.

University of Washington, School of Social Work,

Lecturer and Program Evaluator

Seattle, WA

July 1997—August 2000

Taught training course and practicum seminar, successfully guiding students to facilitate intergroup dialogues exploring how social identity (race, class, sexuality, gender, etc.) affects individuals in society; the course explored intergroup relations, alliance-building, social identity development, privilege and oppression, group development, facilitation skills, and concepts of social justice. Researched intergroup dialogue participant learning outcomes through focus groups and interviews – research included compiling and analyzing data for research and publication. Developed and facilitated community service learning course for undergraduate social work students in concurrent placements, facilitating integration between practice and field. Taught lab on using technology for effective program evaluation in graduate program. Developed and managed intergroup dialogue program for undergraduate program – planning weekend training retreat, recruiting peer facilitators, establishing diverse dialogue groups, and conflict management between facilitators and participants, and supervising program intern. Coordinated planning and implementation of new student orientations for BASW and MSW programs. Evaluated BASW and MSW programs to measure effectiveness in preparing social workers for the field—evaluation involved surveys, focus groups, compiling and analyzing data, and presenting findings.

EDUCATION

University of Washington, Seattle, WA

- MSW, School of Social Work, June 1998
Social Work Administration (Leadership and Advocacy) concentration
- BA Social Welfare, June 1997
Graduated Summa Cum Laude

COMMUNITY INVOLVEMENT

Robert Crown Center for Health Education

Board of Directors, Treasurer

Hinsdale, IL

September 2009—2013

The Scooty and JoJo Show

Executive Producer

Chicago, IL

October 2007—Present

BIO

Jonny Stax is a consultant, trainer, and lecturer specializing in adaptive leadership, social innovation, and personal authenticity. He also works in the arts and entertainment field as a pianist, actor, producer, and creator. Mr. Stax is most successful when helping people map their ideas and manifest them in the world, building investment in these creations. As co-founder of Creators Lab, a cross-sector incubation, networking, and retreat project to support innovators in arts, business, education, and social causes, Stax has facilitated the launch of three businesses, seven arts ventures, and two social cause campaigns. He has relocated to the farmlands of Iowa to build a retreat center that will create opportunities for people to find space and clarity as they manifest their ideas in the world.

Recent projects have included communications consultant for a statewide public health organization, interim executive director for About Face Theatre, expansion consultant for Chicago Children's Theatre, and creative director for a campaign to dismantle personal barriers that health care providers face implementing HIV prevention and intervention strategies into general medical settings. All of these projects have demonstrated his ability not only to help organizations clarify their vision but also communicate and market these visions to the world to build partnerships that support the realization of these visions and engagement by audiences that are intended to benefit from these visions. With The Scooty and JoJo Show, Mr. Stax created entertainment events in Chicago, creating mailing lists of over 3000 and growing audiences to over 800 per production in five years.

Mr. Stax received his Master of Social Work degree from the University of Washington, Seattle in 1998. During his studies he worked with the Center for Intergroup Dialogue, Education, and Action, exploring how social identity impacts our participation in society. This laid the groundwork for his passion and dedication to social justice. Growing up as the son of a Southern Baptist music minister laid the foundation for his passion in using performance to move people toward action.

RESOLUTION NO. 1443

RESOLUTION DECLARING A BOARD AND COMMISSION TRAINING AS
A PUBLIC PURPOSE AND APPROVING FUNDING FOR TRAINING
EXPENSES AND DINNER FOR PARTICIPANTS.

WHEREAS, the City Council of the City of West Branch, Iowa believes that the advice received from City of West Branch Boards and Commissions provide an invaluable source of information upon which decisions of the City Council are often based; and

WHEREAS, the City Council has directed the city administrator to assist the City Council to increase the role of boards and commissions in the decision making process, to provide training opportunities and guidance to members of the City's boards and commissions, and to obtain and maintain gender balance on boards and commission; and

WHEREAS, the City Council desires to provide board and commission members with a training session provided through the Iowa League of Cities; and

WHEREAS, this training would take place over the dinner hour and the City Council believes that providing a meal would increase participation in the training; and

WHEREAS, the Iowa League of Cities has provided a basics of planning and zoning training as part of the Municipal Leadership Academy; and

WHEREAS, a meal for participants would be provided in an amount not to exceed \$200.

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

Section 1. The City Council hereby declares the board and commission training to be provided by the Iowa League of Cities and the provision of a dinner for participants to take place on April 6, 2016 at the Council Chambers in West Branch, Iowa as a public purpose.

Section 2. The City Council hereby approves payments to be provided to the Iowa League of Cities and for dinner expenses in the amount not to exceed \$200.

Passed and approved this 4th day of April, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1444

RESOLUTION APPROVING THE WAGE WORKS FLEXIBLE SPENDING ACCOUNT
RENEWAL FOR APRIL 1, 2016 – MARCH 31, 2017

WHEREAS, the City of West Branch, Iowa received a renewal quotation from Wage Works for administration of a flexible spending account program; and

WHEREAS, after reviewing the flexible spending account renewal quotation, the City Council has decided to accept the quotation for the coming year ending on March 31, 2017.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the flexible spending account renewal with Wage Works is hereby approved.

Passed and approved this 4th day of April, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1445

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH FEHR-GRAHAM ENGINEERING AND ENVIRONMENTAL, INC. FOR THE WEST BRANCH PARK IMPROVEMENTS PROJECT AT PEDERSEN VALLEY FOR A TOTAL FEE NOT-TO-EXCEED \$260,000.

WHEREAS, the City of West Branch, Iowa will enter into a loan agreement and issue bonds in an amount not exceeding \$4,000,000 to provide funds to pay the cost, to that extent, of undertaking the West Branch Park Improvements Project, including ball diamonds; volleyball courts; lighting improvements; playground equipment; concessions, restroom and shelter facilities; recreation trails; landscaping; parking lots; and the installation of related public infrastructure improvements; and

WHEREAS, the City Council approved Resolution 1275 on February 17, 2015 which approved a professional services agreement with HBK Engineering, LLC for design of Wapsi Creek Park, Beranek Park and Lions Field; and

WHEREAS, the City Council approved Resolution 1412 on December 21, 2015 which approved Amendment #1 to the professional services agreement with HBK Engineering, LLC for design and construction management of Wapsi Creek Park, Beranek Park and Lions Field; and

WHEREAS, the City now requires professional engineering services for the portion of the West Branch Park Improvements Project located at the new regional park in Pedersen Valley; and

WHEREAS, the City Council approved Resolution 1410 on December 7, 2015 which approved a request for qualifications (RFQ) for design and construction management of the new regional park in Pedersen Valley; and

WHEREAS, seven firms submitted statements of qualifications; and

WHEREAS, the West Branch Park & Recreation Commission narrowed the field of consultants to three; and

WHEREAS, the West Branch City Council interviewed the top three firms at a City Council Work Session held on Tuesday January 19, 2016; and

WHEREAS, the West Branch City Council approved Resolution 1422 on February 2, 2016 directing the Park & Recreation Director to negotiate a compensation agreement with Fehr-Graham Engineering & Environmental, Inc. for engineering services on the West Branch Park Improvements Project at Pedersen Valley and submit that agreement to the City Council for their consideration at their next regular meeting, and

WHEREAS, the city attorney has provided an engineering agreement to provide these services; and

WHEREAS, the specific language contained within this engineering agreement has been negotiated by Fehr-Graham Engineering and Environmental, Inc, and the Park & Recreation Director; and

WHEREAS, the specific language contained within this engineering agreement after having been negotiated by Fehr-Graham Engineering and Environmental, Inc, and the Park & Recreation Director was reviewed by the city attorney and city engineer; 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 Fehr-Graham Engineering and Environmental, Inc. of Cedar Rapids, Iowa, is hereby approved.

Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 4th day of April, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

ENGINEERING SERVICES AGREEMENT

WEST BRANCH PARK IMPROVEMENTS PROJECT AT PEDERSEN VALLEY WEST BRANCH, IOWA

THIS AGREEMENT, made and entered into this 4th day of April, 2016, by and between the City of West Branch, a Municipal Corporation, 110 North Poplar Street, P.O. Box 218, West Branch, IA 52358, hereinafter referred to as the "**CITY**," and Fehr Graham Engineering & Environmental, Inc., 375 Collins Road N.E., Suite 105, Cedar Rapids, Iowa 52402, hereinafter referred to as the "**CONSULTANT**."

WHEREAS, the **CITY** desires to make certain park improvements, namely the construction of the West Branch Park Improvements Project at Pedersen Valley, West Branch, Iowa (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** was chosen by the CITY after soliciting Requests for Proposals from numerous area engineering firms; and

WHEREAS, the **CONSULTANT** is qualified and capable of supplying said professional services for a total fee not-to-exceed Two Hundred Sixty Thousand Dollars (\$260,000).

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 Two Hundred Sixty Thousand Dollars (\$260,000) 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 consistent with standard professional practice, the 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, sexual orientation, or gender identity.

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, sexual orientation, or gender identity.

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 Services 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 expressly 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 stipulated in Attachment "A".

H. The **CONSULTANT** agrees to furnish all reports, specifications, and drawings certified 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, maps, plans drawings, 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. Furthermore, should the **CONSULTANT** prepare or receive any of the data set forth in the immediately preceding sentence in digitized format, the **CONSULTANT** shall furnish said data in disk form upon termination of this Agreement. It is understood, however, that the **CONSULTANT** shall not be liable for the **CITY's** use of such documents, materials or data 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 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 provide and maintain insurance throughout said Project in the following minimum amounts:

1. Workman's Compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any of the obligations under this Agreement.
2. Professional Liability or Errors or Omissions Insurance covering all aspects of the Project in the amount of not less than \$1,000,000 per occurrence of \$2,000,000 aggregate coverage.
3. Public liability and property damage liability insurance covering all operations under the Agreement, limits for bodily injury or death not less than one million dollars (\$1,000,000.00) for one person and two million dollars (\$2,000,000.00) for each accident; for property damage not less than one million dollars (\$1,000,000.00) for each accident and two million dollars (\$2,000,000.00) aggregate during such policy period. Said insurance shall name the City of West Branch as an Additional Insured under the policy.
4. Automobile liability insurance on all self-propelled vehicles used in connection with the Agreement, whether its own, non-owned or hired; public liability limits of not less than five hundred thousand dollars (\$500,000.00) for one person and one million dollars (\$1,000,000.00) for each accident; property damage limit of two hundred fifty thousand dollars (\$250,000.00) for each accident or a combined single limit of one million dollars (\$1,000,000.00)
5. Governmental immunities endorsement as shown on Exhibit "D".

CITY shall have the right at any time to require public liability insurance, errors and omissions coverage and/or property damage liability insurance greater than that specified in the above paragraphs. If required, the additional premiums shall be added to the bid price.

The **CONSULTANT** shall furnish Certificates of Insurance to the **CITY** made in favor of the **CITY** prior to commencing work showing compliance with the foregoing requirements. Insurance shall provide notice of cancellation or revocation.

IV. COMPENSATION FOR SERVICES.

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement for a total fee not-to-exceed Two Hundred Sixty Thousand Dollars (\$260,000). 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 be entitled to monthly compensation based on the percentage of phase 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.

D. The rate sheet is subject to annual adjustment as set forth in Exhibit "E" attached hereto, as of January 1 of each year. These rate increases will not affect the upper limit of the contract. Construction management service fees are to be billed at hourly rates not to exceed \$83,000.

V. INDEMNIFICATION, WARRANTY AND GUARANTEE.

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.

The **CONSULTANT** warrants and guarantees to the **CITY** that it will perform its obligations under this Agreement in conformance with the generally accepted standards of the engineering profession. If within one year from acceptance of the Project by the City Council, any of the work provided under the scope of services described on Exhibit "A" by **CONSULTANT**

pursuant to this Agreement is found to be defective, **CONSULTANT** shall immediately and without cost to the **CITY**, perform any corrective services as are necessary to conform to this required warranty and guarantee. In the event that **CONSULTANT** fails to correct said defective work, the **CITY** shall have the right to correct or cause to be corrected the defective work, and the **CONSULTANT** shall pay to the **CITY** all direct and indirect costs of said corrective work.

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**, in addition to the general indemnification set forth in Provision V above, does hereby further 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 professional standards, 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 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 that 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. MODIFICATION

The terms of this Agreement may not be changed, waived, discharged or terminated orally, but only by a written document signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

XIII. WAIVER

No waiver by the **CITY** of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the **CITY** in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the **CITY** shall preclude future exercise thereof or the exercise of any other right or remedy

XIV 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.

XV. 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 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:

CONSULTANT
Fehr Graham Engineering & Environmental

CITY OF WEST BRANCH, IOWA

An Authorized Representative

Roger Laughlin, Mayor

ATTEST:

ATTEST:

An Authorized Representative

Matt Muckler, City Admin./Clerk

ENGINEERING SERVICES AGREEMENT

WEST BRANCH PARK IMPROVEMENTS PROJECT AT PEDERSEN VALLEY 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:

Item 1 - Topographic Survey

Fehr Graham will complete the necessary work to complete a topographic survey to collect data on existing terrain and features within the site boundary. Utilities will be shown based on mapping provided by the utility companies and as field located by Iowa One Call. Property lines will be based on recorded plats and correlated with any existing survey monuments found.

Item 2 - Construction Plans and Documents

Fehr Graham will complete the necessary work to provide a Final Site Development Plan generally based on the CIP and detailed construction plans and specifications for the proposed site improvements. Plans and specifications shall be based on all applicable provisions of the Code of Iowa, as amended, Iowa Statewide Urban Design and Specifications (SUDAS), the Iowa Stormwater Management Manual and all applicable provisions of the Code of Ordinances of the City of West Branch, as amended. Specific improvements include:

- Two little league baseball fields.
- One adult baseball field.
- Fencing, dugouts, lighting, irrigation, bleachers, and subsurface drainage improvements associated with baseball fields.
- Concessions stand with restrooms, covered seating, and storage facility for baseball fields.
- Pedestrian access for the baseball fields.
- All parking improvements as presented in the 2014 concept plan.
- Two playground areas; one near the concessions stand and the other at a location on the site to be determined and constructed in phase 2.
- Pickleball court, possible phase 2 construction.
- Walkway/bikeway trails around Pedersen Park and ball fields.
- Grading for future community center/library/swimming pool.
- Streambank restoration.
- Field turf plan.

Site Grading & Drainage Plan

- Overall site grading design indicating existing and proposed contour elevations as well as proposed spot elevations and slab elevations.
- Storm sewer pipe design and storm sewer structure design.
- Storm water management plan including a wet-bottom storm water detention pond that will service the site improvements, subject to consideration of alternate Best Management Practices for storm water management, site conditions and constraints, and prioritization of other park improvements.
- Storm water management report to comply with City of West Branch requirements.
- Storm water management plan will incorporate input from a meeting with the Herbert Hoover National Historic Site (HHHS) staff as deemed appropriate and agreed upon in order to provide relief downstream. It is assumed that due to the location in the watershed and available runoff storage that minimal impact to downstream property is feasible.

Site Utility Plan

- Design of sanitary sewer main extension and service location to the proposed concession stand and to the future community center/library/swimming pool.
- Design of water main extension and service location to the proposed concession stand and to the future community center/library/swimming pool.
- Show locations of other proposed utilities for the proposed concession stand and to the future community center/library/swimming pool.

Site Paving Plan

- Location and pavement for Scott Drive extension and parking facilities.
- Parking lot pavement design and details with critical spot elevations.
- Pedestrian access to proposed baseball fields from proposed parking lot(s).
- Walkway/Bikeway trails.

Landscaping Plan

- Location and installation details for landscaping.
- Specifications for materials, species, and sizes.

Site Plan

- Complete a site plan per Chapter 173 of the City Code of Ordinances of the City of West Branch, Iowa. There will be no exceptions from the requirements contained within Chapter 173 or any other Chapter of the City Code made for this project, with the exception of Section 173.08 Fees. It is understood that the Consultant is exempt from the fee requirements in this section.
- The Consultant is familiar with all above-mentioned design standards, especially with Chapter 173 of the Code of Ordinances of the City of West Branch, Iowa and agrees to design the project in accordance with these standards.

- Submit a site plan to the West Branch Park and Recreation Commission, at a regular meeting of the Commission.
- Make any changes recommended by the West Branch Park and Recreation Commission.
- Submit a revised site plan to the West Branch Planning and Zoning Commission, at a regular or special meeting of the Commission.
- Make any changes recommended by the West Branch Planning and Zoning Commission.
- Submit revised site plan to the West Branch City Council at a regular City Council Meeting.
- Make any changes to the site plan to conform with the direction of the West Branch City Council.

Item 3 - Site Assessments and Permitting

- Complete a Wetland Delineation Site Assessment.
- Complete soil borings and geotechnical report for foundation design
- Storm Water Pollution Prevention Plan (SWPPP) for construction. The required documents for application for an NPDES General Permit No.2 for Construction Activities will be provided to the Client. The Client will be responsible for all publications and filings, as well as all associated fees.
- Joint Permit application to the US Army Corps of Engineers and Iowa Department of Natural Resources (DNR) Floodplain and Sovereign Lands Sections. Client shall be responsible for all fees associated with the permit application.
- Applications for construction of water and sanitary sewer main extensions for submittal to the DNR. Client shall be responsible for all fees associated with the construction permit applications.

Item 4 - Project Coordination

- Coordinate with utility companies that serve the project site or are otherwise impacted by construction.
- Coordinate with permitting agencies as required.
- Provide monthly, written progress reports for council meetings.
- Attend up to six council meetings/work sessions to provide discuss project and gather input on design.
- Conduct one public information meeting for dissemination of final design concepts.
- Conduct one meeting with HHHS staff to discuss Pedersen Park project and impacts to downstream watershed. This may be incorporated with another meeting/work session.

Item 5 - Construction Services

- Conduct a bid letting. It is assumed that the entire project will be bid in one package with one letting.
- Provide a Letter of Recommendation to the City Council following the bid.
- Conduct a preconstruction conference.
- Review shop drawings and submittals.

- Provide construction observation for major features and at critical times, including spot checks for water and sanitary sewer installations, compaction testing during earthwork, and density checks following trench backfilling.

Number of site visits, observations, and tests as follows:

- Up to two spot checks during sanitary sewer main construction.
 - Up to two spot checks during water main construction.
 - Up to twelve trips for spot checks and witnessing site grading, proof rolling, and Foundation excavations
 - Up to twenty-eight trips for density testing of grading, trench and foundation backfill and subgrades.
- Observe plastic concrete testing for entrained air and slump during mainline paving operations and building foundation construction. Number of trips and tests as follows:
 - Up to three trips for concrete testing of building footings and foundations
 - Up to twenty-four trips for street, parking lot, sidewalk, and trail concrete.
 - Provide up to three site visits for specific observation of concessions stand during its construction.
 - One final project walk-through and generation of punch list.
 - Generate partial pay estimates monthly for payment to contractor.
 - Address requests for information by the contractor before and during construction.
 - Draft change orders as required.
 - Draft a letter of completion.
 - Submit record drawings based on information collected during construction observation and submitted by the contractor.
 - Provide documentation of any test results that are not in compliance with project specifications and requirements to the Owner and Contractor.
 - Coordination and administration associated with the Construction Observation and Testing work detailed above

Exclusions: The following items are not included in the scope of services proposed here within:

- Lighting design and photometrics associated with parking lot and trail lighting plans
- Environmental assessments (such as a Phase I ESA)
- Archeological investigations and studies
- Plat of Survey and legal description
- Traffic and turn movement analysis
- Economic assessments
- Rezoning documents or services
- Permit or connection fees
- Full-time on-site construction observation
- Weekly SWPPP inspections and reports
- Wetland mitigation or restoration monitoring
- Soils and concrete testing services
- Construction staking

Any of the above services can be performed as an additional cost to the project upon request.

ENGINEERING SERVICES AGREEMENT

WEST BRANCH PARK IMPROVEMENTS PROJECT AT PEDERSEN VALLEY 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. Items 1 through 4 in Exhibit A shall be completed by February 1, 2017.
2. Draft plans and specifications for City review shall be delivered by February 1, 2017.
3. Final construction plans and specifications shall be delivered by February 28, 2017.
4. Estimated bid date for project is March 28, 2017.
5. Construction of improvements shall be completed by November 1, 2017.

The **CONSULTANT** shall not be responsible for delays in approval, securing easements, or other actions by governmental agencies which may delay the time of completion for services.

ENGINEERING SERVICES AGREEMENT

WEST BRANCH PARK IMPROVEMENTS PROJECT AT PEDERSEN VALLEY 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, site assessments, permitting, and project coordination (Items 1 – 4 in Exhibit "A") for the project shall be the lump sum fee of One Hundred Seventy-Seven Thousand Dollars (\$177,000);
2. For **CONSTRUCTION SERVICES**, The total fee for construction services 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 construction services shall not exceed the sum of Eighty-Three Thousand Dollars (\$83,000) based on providing construction services as outlined in Exhibit "A".;

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

WEST BRANCH PARK IMPROVEMENTS PROJECT AT PEDERSEN VALLEY WEST BRANCH, IOWA

EXHIBIT "D"

"The Companies affording coverage and the Additional Insured, City of West Branch, Cedar County, Iowa, expressly agree and state that the purchase of this policy of insurance by the insured and the listings of the City of West Branch as an Additional Insured hereunder do not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and Additional Insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."

ENGINEERING SERVICES AGREEMENT

**WEST BRANCH PARK IMPROVEMENTS PROJECT AT PEDERSEN VALLEY
WEST BRANCH, IOWA**

EXHIBIT "E"

2016 Personnel Chargeout Rates

Principal	\$195
Project Manager	\$100 - 185
Engineering:	
Sr. Project Engineer	\$115 - 175
Project Engineer	\$ 80 – 135
Staff Engineer	\$ 75 - 95
Engineer	\$ 70 - 90
Sr. Engineering Technician	\$ 75 - 130
Associate Engineering Technician	\$ 60 – 90
Engineering Technician	\$ 40 – 90
Landscape Architect	\$115-190
GIS Specialist	\$ 70 – 80
Surveying:	
Survey Manager	\$150 – 160
Land Surveyor	\$ 80 - 140
Survey Crew Chief	\$ 70 - 95
Surveyor	\$ 75 - 85
Survey Technician	\$ 50 - 70
Environmental, Health, & Safety:	
Sr. Safety Specialist	\$110 - 120
Sr. Project Hydrogeologist	\$100 - 110
Safety Specialist	\$ 80 - 110
Environmental Project Scientist	\$ 80 - 110
Environmental Scientist	\$ 80 - 100
Environmental Specialist	\$ 55 - 85
Environmental Technician	\$ 60 - 85
Hydrogeologist	\$ 65 - 80
I.T. Consultant	\$ 70 - 105
Grant Writer / Community Development Specialist	\$ 80 - 120
Project Administrator	\$ 70 - 95
Project Assistant	\$ 64

Charges for expert testimony will be at a rate 1.5 times the standard hourly rate. Minimum 4 hours. Overtime hours charged at standard rates when Fehr Graham controls scheduling. Reimbursable Direct Expenses will be charged at invoice cost + 15%.