

**SPECIAL CITY COUNCIL MEETING AGENDA**

**Thursday, December 8, 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 November 15, 2016 City Council Joint Work Session with the Planning and Zoning Commission Meeting.
  - b. Approve minutes from the November 28, 2016 special City Council Meeting.
  - c. Approve water/wastewater operator job description.
  - d. Approve Partial Pay Estimate No. 3 (final) in the amount of \$10,060.10 to All American Concrete, Inc. of West Liberty, IA for the Main Street Intersection and Sidewalk Improvements Project.
  - e. Approve claims.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
  - a. Vanessa Fixmer-Oraiz and Brian Boelk, HBK Engineering – Lions Field Creek Restoration Project: Discussion of characteristics of the streambank restoration design.
  - b. First Reading of Ordinance 744, Amending Chapter 69 “Parking Regulations.”/Move to action.
  - c. Resolution 1543, approving the West Branch Salt Shed Site Plan./Move to action.
  - d. Resolution 1544, approving an engineering service agreement with Veenstra & Kimm, Inc for the Gilbert Drive Extension Project in the amount of \$49,000./Move to action.
  - e. Resolution 1545, approving a 28E Agreement with the West Branch Community School District concerning the West Branch High School Phase 3 Improvements Project./Move to action.
  - f. Resolution 1546, approving two contracts for the 2017 Hoover’s Hometown Days Celebration in the amount of \$13,200.00/Move to action.
8. City Staff Reports
  - a. Police Officer Cathy Steen – School Resource Officer Activities
  - b. Public Works Director Matt Goodale – Discussion of Brush Pile Access and Enhanced Yard Waste Pick-Up for 2017
  - c. City Administrator Matt Muckler – Residential Individual Lot Site Plan Requirements
  - d. City Administrator Matt Muckler – Urban Chicken Policy
9. Comments from Mayor and Council Members
10. Adjournment



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110 N. Poplar Street • PO Box 218 • West Branch, Iowa 52358  
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**CITY COUNCIL WORK SESSION AGENDA**  
**Thursday, December 8, 2016**  
**Immediately following Special City Council Meeting**  
**City Council Chambers, 110 North Poplar Street**

1. Call to order
2. Roll call
3. Finance Director Gordon Edgar – Review of Proposed FY 18 Annual Budget Schedule
4. Library/IT Director Nick Shimmin – Review of Comp Plan
5. Public Works Director Matt Goodale – Review of Capital Improvement Plan
6. Park & Recreation Director Melissa Russell - Review City Council Goals
7. City Administrator Matt Muckler – FY18 Total Employee Compensation Discussion
8. Council Member Input - Questions and Comments for Staff
9. Adjourn

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

**West Branch, Iowa  
Council Chambers**

**Joint City Council Work Session with  
Planning & Zoning Commission Meeting**

**November 15, 2016  
7:00 p.m.**

Mayor Roger Laughlin called the West Branch Joint City Council / Planning & Zoning Commission meeting to order at 7:00 p.m. Roll call: Mayor Roger Laughlin was present. Council members: Colton Miller, Tim Shields and Mary Beth Stevenson were present. Jordan Ellyson and Brian Pierce were absent. Planning & Zoning members: John Fuller, LeeAnn Aspelmeier, Gary Slach, Ryan Bowers and Clara Oleson were present. Liz Seiberling and Sally Peck were absent. Laughlin welcomed the audience and the following City staff: City Administrator Matt Muckler, Deputy City Clerk Leslie Brick and Public Works Director Matt Goodale

Mr. Brian Boelk, HBK Engineering – Meadows Subdivision – Phase 3

Boelk presented a conceptual design of the Meadows Subdivision Phase 3- tract 1, approximately a twelve acre parcel. The concept divided the parcel into four lots with a single street including a cul-de-sac and street access to Cedar-Johnson Road. The design also indicated infrastructure utility locations as well as additional lots further east on the future Dawson Drive. Boelk mentioned the idea of a wet/dry bottom basin on the east side of the parcel and suggested a potential cost sharing with the City as an amenity. Boelk said the developers were interested in getting the site shovel to make the site more appealing to potential buyers. He stated that there has been interest for a senior living center on the property. Peggy Slaughter, Commercial Real Estate agent provided information on research she had been conducting to determine what type of facility is needed and appropriate for West Branch. Brad Larson, KLM Development also stated there has been interest in the smaller lots for a potential business/residential building. Chris Kofoed, KLM Development asked for feedback on whether it made sense to develop the four lots (29, 30, 31 and 32) should be included in Phase 3. Everyone at the table agreed on a wet bottom basin and Councilperson Stevenson asked Boelk to provide cost estimates on the wet/dry basin for Council consideration. She also expressed her concern with lots 31 and 32 and reminded that these lots are in the flood plain and that building could not occur on these lots. Overall, the Council and commission members were in favor of the potential design concept.

**ADJOURNMENT**

Motion to adjourn joint work session by Bowers, second by Fuller. Motion carried on a voice vote. Joint session adjourned at 7:45 p.m.

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Roger Laughlin, Mayor

ATTEST: \_\_\_\_\_  
Leslie Brick, Deputy City Clerk

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**West Branch, Iowa  
Council Chambers**

**City Council Meeting**

**November 28, 2016  
7:00 p.m.**

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

**APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION.**

Approve minutes from the November 7, 2016 City Council Joint Work Session with the West Branch Park and Recreation Commission.

Approve minutes from the November 7, 2016 regular City Council Meeting.

Approve claims.

Approve Class C Liquor License (LC) (Commercial) with Brew Pub and Sunday Sales privileges for the Downunder, located at 102 W. Main Street.

Approve cancellation of December 5, 2016 regular City Council Meeting.

Approve special City Council Meeting to be held on Thursday December 8, 2016.

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

EXPENDITURES	11/28/2016	
AERO RENTAL INC	EQUIPMENT RENTAL	869.55
BAKER & TAYLOR INC.	BOOKS	792.28
BARRON MOTOR SUPPLY	MAINTENANCE SUPPLIES	777.68
BEAN & BEAN	GRAVE OPENINGS	2,200.00
BP AMOCO	VEHICLE FUEL	156.08
BUSINESS RADIO SALES	BATTERIES	206.00
CEDAR COUNTY PUBLIC HEALTH	FLU SHOT-POLICE	25.00
CEDAR RAPIDS PHOTO COPY IN	COPIER MAINTENANCE	56.52
CHIEF SUPPLY CORPORATION	EQUIPMENT	3,703.88
D&R PEST CONTROL	D&R PEST CONTROL	70.00
DORSEY & WHITNEY LLP	LEGAL SERVICES	6,331.75
EMERGENCY MEDICAL PRODUCT	MEDICAL SUPPLIES	321.20
EMERGENCY SERVICES MARKETI	ANNUAL SUBSCRIPTION	725.00
FEHR GRAHAM	308 PV PARK IMP- DESIGN	4,313.00
FELD FIRE EQUIPMENT CO. IN	UNIFORMS	2,625.00
HAWKINS INC	CHEMICALS	1,546.79
HBK ENGINEERING LLC	ENG-LION'S CREEK FIELD	3,413.50
HILL, SHERRY	VIDEO RECORDING SERVICE-NOV	200.00
HY-VEE ACCOUNTS RECEIVABLE	HALLOWEEN SUPPER SUPPLIES	124.29
IASRO	REGISTRATION FEE	75.00
IHEARTMEDIA	ADVERTISING	20.00
IOWA ONE CALL	LOCATION SERVICE	25.20
JOHN DEERE FINANCIAL	SUPPLIES, MINOR EQ, UNIFORMS	864.05
JOHNSON COUNTY REFUSE INC.	LANDFILL-FALL CLEANUP	344.59
MENARDS	MAINTENANCE SUPPLIES	654.31
MIDWEST JANITORIAL SERVICE	JANITORIAL SERVICE	656.26
MIDWEST RADAR & EQUIPMENT	RADAR CALIBRATION	160.00
OASIS ELECTRIC LLC	NEW OUTLET	766.21
OLSON, KEVIN D	LEGAL SERVICES	1,500.00
OVERDRIVE INC	AUDIO BOOKS, EBOOKS	397.96
PYRAMID SERVICES INC.	MAINTENANCE SUPPLIES	37.60
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	584.00
RIVER PRODUCTS COMPANY INC	ROADSTONE	220.17
SIMPLEXGRINNELL	SERVICE CALL	506.00
STATE HYGIENIC LAB	WATER TESTING	75.00
USA BLUE BOOK	REPAIR PARTS, CHEMICALS	317.32

USA TODAY	SUBSCRIPTION	293.06
VEENSTRA & KIMM INC.	ADMIN USGS FLOOD STUDY	9,301.72
WEST BRANCH ANIMAL CLINIC	BOARDING-IMPOUNDED ANIMALS	420.00
WEST BRANCH FIREFIGHTERS	CONFERENCE REGISTRATION	225.00
WEST BRANCH FORD	VEHICLE REPAIR	251.10
WEST BRANCH REPAIRS	VEHICLE REPAIR	146.95
TOTAL		46,299.02
PAYROLL 11/18/2016		49,965.99
PAID BETWEEN MEETINGS		
ALLIANT ENERGY	ELECTRICITY	8,465.92
AMAZON	BOOKS & SUPPLIES	535.39
CATHERINE STEEN	REIMBURSEMENT-BOOKS	32.37
COSTCO WHOLESALE	SUPPLIES	50.95
CROELL, INC.	FLOWABLE MORTAR	657.50
CROW SHOOTING SUPPLY INC.	AMMUNITION	319.99
DEWEYS JACK & JILL	SUPPLIES	310.47
EASTERN IOWA COMMUNITY COLLEGE	TUITION	3,059.00
HD CLINE COMPANY	REPAIR PARTS	7.27
LINN COUNTY R.E.C.	STREET LIGHTS	138.00
MEDIACOM	CABLE SERVICE	40.90
MISCELLANEOUS VENDORS	REIMBURSEMENT - MILEAGE	511.30
OFFICE EXPRESS	OFFICE SUPPLIES	113.62
PITNEY BOWES	POSTAGE	1,003.50
QUILL CORP	OFFICE SUPPLIES	181.19
RUSSELL, MELISSA	SUPPLIES	73.28
SANDY HEICK	INSTRUCTOR FEES	150.00
ST PAUL STAMP WORKS INC.	ANIMAL TAGS	222.40
ULINE	STORAGE EQUIPMENT	1,078.05
UPS	SHIPPING	62.53
US BANK CORPORATE CARD	TRAVEL EXPENSE, TRAINING, SUPPLIES	1,441.87
US BANK EQUIPMENT FINANCE	COPIER LEASE	300.80
WAGeworks	FLEXIBLE BENEFIT REIMBURSEMENT	120.00
WALMART COMMUNITY GEMB	DVDS & PROGRAM SUPPLIES	270.15
WEST BRANCH TIMES	LEGAL PUBLICATION & ADVERTISING	1,084.78
WEX BANK	VEHICLE FUEL	1,275.41
TOTAL		21,506.64
GRAND TOTAL EXPENDITURES		117,771.65
FUND TOTALS		
001 GENERAL FUND		1,145.56
022 CIVIC CENTER		519.43
031 LIBRARY		10,571.88
110 ROAD USE TAX		2,870.25
112 TRUST AND AGENCY		10,909.97
306 4TH ST IMPROVEMENTS PROJ		2,049.20
307 MAIN ST INTERSECTION IMP		225.00
308 PARK IMP - PEDERSEN VALLEY		4,313.00
600 WATER FUND		10,836.12
610 SEWER FUND		9,978.24
740 STORM WATER UTILITY		4,233.00
950 FLEXIBLE BENEFIT		120.00
GRAND TOTAL		117,771.65

## COMMUNICATIONS/OPEN FORUM

Kevin Rogers, Executive Director of Main Street West Branch Community Development Group, gave an update on planned activities for Christmas Past. A banner will be hung on the gazebo in Heritage Square, thanking all of the sponsors. Thanks to a generous donation from the Johnson County Jaycees, they are within \$300 of their \$10,000 fundraising goal. Mayor Laughlin will be reading "Twas the Night before Christmas" on Friday night and Saturday afternoon. The National Park Service will be showing "The Grinch that Stole Christmas" movie. The Tree Light Ceremony will be from 5 to 6 pm Friday evening and should have a "Wow Factor".

## PUBLIC HEARING/NON-CONSENT AGENDA

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./Move to action.

Motion by Miller, second by Pierce to adjourn to executive session. AYES: Miller, Pierce, Stevenson, Ellyson. Motion carried. Adjourned to executive session at 7:07 p.m.

Motion by Ellyson, second by Pierce to adjourn from executive session. AYES: Ellyson, Pierce, Miller, Stevenson. Motion carried. Adjourned from executive session at 7:40 p.m.

Accept the resignation of Paul Stagg/Move to action.

Motion by Stevenson, second by Ellyson to accept Paul Stagg resignation. AYES: Stevenson, Ellyson, Miller, Pierce. Motion carried.

Councilperson Mary Beth Stevenson - Appointments/Reappointments/Move to action.

Public Works Director Matt Goodale – Iowa Certified Construction Site Pollution Prevention Inspector (ICCSPP)

Andrew Lipe, Volunteer – West Branch Fire & Rescue Department

Eric Heick, Volunteer – West Branch Fire and Rescue Department

West Branch Fire & Rescue 2016-2017 Officers

Motion by Stevenson, second by Miller to approve appointments/reappointments. AYES: Stevenson, Miller, Ellyson, Pierce. Motion carried

Jonny Stax, Jonny Stax Presents, Inc. – Promoting West Branch

Jonny Stax reviewed the activity and recommendations on promoting West Branch regarding logo, promotions strategy, talking points, and tagline. The council consensus for the logo was the one with three cedar trees. The promotions strategy would be to support the goals of building pride and engagement of residents, mobilizing residents to share the West Branch story, and establishing an infrastructure to support promotions to secondary and tertiary targets. Stax felt a tagline that stood out above all others had not been identified but was not essential at this time. There was discussion on implementing the promotion strategies, which could be done in house, which should be done now and which could be deferred to the future.

Approve Partial Pay Estimate No. 4 (revised) in the amount of \$251,010.96 to Cornerstone Excavating, Inc. for the 4<sup>th</sup> Street Reconstruction Project/Move to action.

Motion by Ellyson, second by Stevenson to approve Partial Pay Estimate No. 4 (revised). AYES: Ellyson, Stevenson, Miller, Pierce. Motion carried.

Resolution 1537, approving the submission of the City of West Branch 2015-2016 Annual Financial Report to the State Auditor's Office/Move to Action.

Motion by Miller, second by Pierce to approve Resolution 1537. AYES: Miller, Pierce, Ellyson, Stevenson. Motion carried.

Resolution 1538, approving the submission of the City of West Branch FY 2016 Annual Urban Renewal Report/Move to Action

Motion by Miller, second by Stevenson to approve Resolution 1538. AYES: Miller, Stevenson, Ellyson, Pierce. Motion carried.

Resolution 1539, obligating funds from the urban renewal tax revenue fund for the payment of annual appropriation tax increment financed obligations in fiscal year 2018/Move to action.

Motion by Miller, second by Pierce to approve Resolution 1539. AYES: Miller, Pierce, Ellyson, Stevenson. Motion carried.

Resolution 1540, approving a loan agreement with Cotton Creek Mill/Move to action.

Motion by Miller, second by Pierce to approve Resolution 1540. AYES: Miller, Pierce, Stevenson, Ellyson. Motion carried.

Resolution 1541, approving a joint funding agreement between the City of West Branch and the United States Geological Survey (USGS) Iowa Water Science Center for stormwater monitoring./Move to action.

Motion by Miller, second by Stevenson to approve Resolution 1541. AYES: Miller, Stevenson, Pierce, Ellyson. Motion carried.

Resolution 1542, approving snow removal services on Parkside Drive, Second Street and Cedar Street for the United States Department of the Interior, National Park Service, Herbert Hoover National Historic Site/Move to action. Motion by Miller, second by Ellyson to approve Resolution 1542. AYES: Miller, Ellyson, Stevenson, Pierce. Motion carried.

City Administrator Matt Muckler – Fiscal Year 2018 Proposed Budget Timeline. Muckler presented the FY18 proposed budget timeline. Councilperson Stevenson said she would like to have a special meeting for discussion of the budget. An additional work session was scheduled for Tuesday, January 31, 2016.

#### **CITY STAFF REPORTS**

##### Deputy City Clerk Leslie Brick – RFP for Cleaning Services

Brick reported that Midwest Janitorial Service had been cleaning city offices for about five years and there had been problems with the quality of service for some time. Council person Miller suggested hiring a part time employee who could perform cleaning duties as well as perform Public Works duties. Council person Stevenson thought hiring a cleaning service might be a better option. Brick is going to advertise and find out what response there is from local people.

##### City Administrator Matt Muckler – Recruitment Process for Water/Wastewater Operator

Muckler said he and Public Works Director Matt Goodale had discussed how the position would be advertised. It will be advertised in the West Branch Times and four other nearby newspapers. The ad will provide a little information and refer them to the city website where they will find a more detailed job description. The plan is to bring a recommendation to the council at the January 17 council meeting.

#### **COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

##### Councilperson Mary Beth Stevenson – Lower Cedar River Management Authority

Stevenson reported that a meeting was held in West Branch a few weeks ago to explore interest in forming a Watershed Management Authority to manage the Cedar River Watershed from Cedar Rapids to Columbus Junction. There were representatives from city and county governments and non-profit organizations and it appeared there was interest in forming an organization. The next step will be to have an organizational meeting.

##### Councilperson Mary Beth Stevenson – Meadows Subdivision – Phase 3

For Council members or members of the public unable to attend the Joint City Council Work Session with the Planning & Zoning Commission on November 15, 2016, Stevenson reported on three highlights of the Work Session: 1. KLM is proposing to enter the development from Johnson-Cedar County Road and road improvements would be advised for the section of County Line Road from Main Street to the entrance of the development, 2) KLM asked for feedback from the City Council on whether the stormwater basin should be wet or dry and both members of the Council and Commission recommended a wet bottom basin, and 3) a crossing on Main Street should be constructed to allow access from the subdivision to West Branch High School. Stevenson further stated that the City was now awaiting additional planning documents to address these issues from KLM.

#### **ADJOURNMENT**

Motion to adjourn regular meeting by Miller, second by Pierce. Motion carried on a voice vote. City Council meeting adjourned at 8:59 p.m.

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Roger Laughlin, Mayor

ATTEST: \_\_\_\_\_  
Gordon R. Edgar, Deputy City Clerk

## CITY OF WEST BRANCH

**Position:** Water/Wastewater Operator  
**Reports to:** Public Works Director  
**FLSA:** Non-exempt

### **Job Summary:**

Test and monitor all water and wastewater systems for quality and proper operation, mow and maintain City parks, City Cemetery and other City-owned property as required, maintain streets and curbs in good repair and safe condition, and maintain all City-owned buildings and equipment in mechanically and structurally sound condition.

### **Major Responsibilities:**

#### Essential Tasks:

1. Municipal Buildings – perform minor maintenance on all City buildings as required and maintain grounds.
2. Municipal Equipment – general services, maintenance, minor repair, and operating of equipment where skill is needed; i.e. industrial tractor, pumps, etc.
3. Municipal Sewer System – maintenance and monitoring of lift stations and wastewater treatment plant; read, record and file the required pump hours, flow, and meter charts; monitor of sewer breakdowns, and problems and initiate corrective action; monthly service and check of auxiliary portable pump units; periodic wastewater testing.
4. Municipal Street System – clean and repair storm sewers and catch basins; coordinate all maintenance activities on City streets, sidewalks and curbs such as grading, construction, repair or reconstruction; cut and spray weeds along City roadways; remove snow, ice and debris from streets and sidewalks as needed; install and maintain signs and paint road markings; and finish concrete work.
5. Municipal Park System – repair and maintain the facilities and equipment; cut grass, regularly clean restrooms and spray for weeds when needed.
6. Yard Waste – annual leaf pick up.
7. Municipal Water System - operates water treatment equipment including pumps, wells and valves. Monitors motors, pumps, filters, chemical feeders and other equipment associated with the water distribution system. Read total system water meter to determine daily use in gallons or cubic feet; report results to proper authorities. Test water for chlorine and polyphosphate levels; maintain records of chlorine and polyphosphate usage. Read private water meters as needed, hang notices and shut-off notices, shut off water to properties as necessary; repair and/or replace water meters as required. Flush all fire hydrants on a yearly basis (or as operationally feasible) and repair or replace as needed. Locate water mains for repair and/or replacement as needed.
8. Attend training sessions to acquire and/or maintain Iowa Department of Natural Resources water and wastewater certifications.
9. Cemetery – measure and mark boundaries for plots, sell plots and maintain grounds.
10. Such other duties and responsibilities as shall be determined and directed by the Public Works Director.

#### Equipment:

1. Safely operate applicable City equipment on appropriate applications as needed, following all OSHA regulations.
2. Become familiar with all operating manuals for all City equipment and follow all of the listed proper operating procedures to preserve the life of the equipment.

Miscellaneous:

1. Perform minor maintenance on all city-related buildings as required.
2. Dispose of dead animals and other disposable items as needed.
3. Ensure compliance with OSHA and other safety regulations including postings, equipment and procedures.
4. Participates as necessary in maintenance of streets, water, sewer collection system and water distribution system.
5. Wear a City supplied cellular telephone with you at all times, unless you have been informed and approved of your unavailability in advance. A response time of thirty (30) minutes is required in the event of a City emergency requiring maintenance personnel.
6. Arrange for locates of underground utilities prior to excavating projects and locate utilities as requested by Iowa One Call.
7. Assist with putting up and maintain City decorations at appropriate times.
8. Wear safety equipment as necessary.

Discretionary Tasks:

1. Such other duties and responsibilities as shall be determined and directed by the Public Works Director.
2. Perform any necessary tasks to ensure safe and continued operation of City systems.

**CONTACTS:**

Contacts with residents are significant and regular and usually involve exchange and conveyance of information. Contacts are made with persons outside the City and with vendors and/or contractors and involve the exchange and interpretation of information regarding City projects or supplies/equipment purchases.

**EQUIPMENT USED:**

Truck and attachments, tractor, mower, electrical welding equipment, combustible gas meter, pumps, drill press, saws, grinder, ladder, generator, chains, extension cords, measuring equipment, jackhammer, sledgehammer, pick-axe, winch, hoses, oils, concrete and asphalt tools, hydraulic tools, traffic control equipment, hand-held computer used for reading meters and generating reports, general purpose maintenance equipment, general purpose hand tools, propane torch, safety equipment, protective clothing, pH meter, ion-sensitive electrodes, water distillation equipment, titration equipment, flow finder, register testing equipment, vacuum filtration equipment, glassware, hazardous chemicals and materials, level, metal detecting device, thermometer, calculator, telephone, mobile radio, computer, photocopier, fax machine, dictionary, SDS documentation, federal register, standard operating procedures, DNR rules, Code of Iowa, City of West Branch Code of Ordinances, Uniform Traffic Code, Uniform Building Code, Fire and Plumbing Codes.

**COMPETENCIES:**

The individual shall have a background and/or experience in general and skilled maintenance procedures including city utility operations. The individual must be able to meet and interact with the public in a congenial business-like manner while working within the framework of the City policies. The individual must be capable of working safely and efficiently with time and materials. The individual shall perform work in a good and workmanlike manner, shall comply with all applicable ordinances of the City and call to the attention of the Public Works Director, any violations thereof brought to the individual's attention in the performance of duties, shall comply with all orders and directions of the Public Works Director and shall maintain harmonious working relationships with the Mayor, City Council and all other city employees.

This individual shall have:

1. Education – Two year post high school degree in biology, chemistry, math or related field or equivalent combination of experience and training.
2. Licenses and Certifications – Must have or obtain within twelve (12) months of hire Grade I Water Treatment, Water Distribution, and Wastewater Certifications from the Iowa Department of Natural Resources and maintain CEU requirements, and must have or obtain within forty-eight (48) months of hire Grade II certifications in Water Treatment, Water Distribution and Wastewater.
3. Pesticide certification or the ability to acquire certification within 12 months of hire.
4. A valid driver's license, good driving record, and ability to acquire a CDL license within six (6) months. Must participate in and be able to pass a drug and alcohol screening program as part of the CDL requirements.
5. Insurability.
6. Knowledge of proper safety procedures related to equipment, grounds and building maintenance.
7. Physical Requirements – Generally medium work requiring the exertion of up to fifty (50) pounds of force occasionally, up to twenty-five (25) pounds of force often, and up to ten (10) pounds of force constantly to move objects.
8. Required Physical Activities: Climbing, Balancing, Stooping, Kneeling, Crouching, Crawling, Reaching, Standing, Walking, Pushing, Pulling, Lifting, Grasping, Talking, Hearing.
9. Mental Requirements – Must have the ability to prioritize, plan and schedule a variety of related activities; must be capable of performing under moderately to highly stressful conditions created by the need to provide accurate solutions to problems and meet citizen's expectations under time deadlines; must understand and follow all employee conduct policies; must be able to understand and properly follow directions.
10. This individual shall have the ability to work in all weather conditions.
11. This individual shall pass a physical examination with drug testing required.
12. This individual shall be considered a probationary employee for a period of 6 months.

#### **ENVIRONMENTAL CONDITIONS:**

The work is performed under all conditions which may include exposure to awkward or confining work space, extreme heat and cold, darkness, poor lighting, dirt/dust, fumes/odors, wetness/humidity, isolation, moving machinery, noise, vibrations, visual strain, unprotected height, working on uneven ground, mechanical hazards, electrical hazards, traffic hazards, fire hazards, and bodily injury. Also, the work may expose the employee to significant work pace pressure, and irregular work hours.

#### **TERMS OF EMPLOYMENT:**

The individual shall serve at the pleasure of the City Council. The individual shall be on-call twenty-four (24) hours a day – as needed. On occasion employment conditions are such that this individual may have to work more than forty (40) hours a week or more than eight (8) hours a day. Hours and days of work shall be as determined by the Public Works Director.

**SALARY:** As established by the City Council with recommendation by the City Administrator.

**HIRING:** Approval of the City Council with recommendation by the City Administrator.

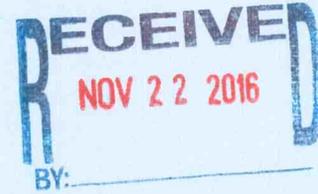
This job description is not intended to limit the responsibilities of an employee assigned to this position to those duties listed above. The employee is expected to follow any other reasonable instructions and perform any other reasonable duties requested by city management. The level of involvement may vary based on need and individual capabilities.

Approved by City Administrator on Nov. 21, 2016. Pending approval by the City Council on Dec. 8, 2016.



November 21, 2016

Matt Muckler  
City Administrator  
City of West Branch  
110 Poplar Street  
P.O. Box 218  
West Branch, IA 52358



WEST BRANCH, IOWA  
MAIN STREET INTERSECTION & SIDEWALK IMPROVEMENTS  
PARTIAL PAY ESTIMATE NO. 3 (final)

Enclosed is one copy of Partial Payment Estimate No. 3 (final) for the retainage under the contract between the City of West Branch and All American Concrete, Inc.

We have reviewed the estimate and recommend payment to All American Concrete, Inc. in the amount of \$10,060.10.

By separate cover we have forwarded three copies of Partial Payment Estimate No. 3 (final) to All American Concrete, Inc. for signature and return to the City of West Branch.

Please sign all copies of the partial payment estimates forwarded to you by All American Concrete, Inc. in the spaces provided and return one signed copy to our office and one copy All American Concrete, Inc. with payment.

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

VEENSTRA & KIMM, INC.

Eric Gould  
EDG:mmc  
368174  
Enclosure



November 21, 2016

**PAY ESTIMATE NO. 3 (final)**  
**MAIN STREET INTERSECTION & SIDEWALK IMPROVEMENTS**  
**WEST BRANCH, IOWA**

All American Concrete, Inc.  
1489 Hwy 6  
West Liberty, IA 52776

Contract Amount \$192,318.60  
Contract Date May 16, 2016  
Pay Period Retainage

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Mobilization	LS	1	\$ 16,000.00	\$ 16,000.00	1	\$ 16,000.00
1.2	Traffic Control	LS	1	\$ 4,800.00	\$ 4,800.00	1	\$ 4,800.00
1.3	Construction Staking	LS	1	\$ 9,000.00	\$ 9,000.00	1	\$ 9,000.00
1.4	Seeding	Acre	0.41	\$ 7,900.00	\$ 3,239.00	0.54	\$ 4,266.00
1.5	Remove HMA Sidewalk	SY	254	\$ 8.00	\$ 2,032.00	254	\$ 2,032.00
1.6	Remove Wood Hand Rail	LF	8	\$ 16.00	\$ 128.00	8	\$ 128.00
1.7	Remove & Reinstall Mailboxes	LS	1	\$ 250.00	\$ 250.00	1	\$ 250.00
1.8	Remove PCC Curb & Gutter	LF	139	\$ 5.50	\$ 764.50	139	\$ 764.50
1.9	Remove Pavement	SY	349	\$ 11.50	\$ 4,013.50	349	\$ 4,013.50
1.10	Remove PCC Sidewalk	SY	439	\$ 10.00	\$ 4,390.00	439	\$ 4,390.00
1.11	Remove Retaining Wall	LF	70	\$ 8.00	\$ 560.00	70	\$ 560.00
1.12	Field Fence (Remove & Replace)	LF	300	\$ 15.00	\$ 4,500.00	300	\$ 4,500.00
1.13	Grind Curb	LF	32	\$ 14.00	\$ 448.00	32	\$ 448.00
1.14	HMA Sidewalk	Tons	83	\$ 140.00	\$ 11,620.00	134.56	\$ 18,838.40
1.15	4" PCC Sidewalk	SY	493	\$ 55.00	\$ 27,115.00	516.84	\$ 28,426.20
1.16	7" PCC Pavement	SY	198	\$ 87.00	\$ 17,226.00	198	\$ 17,226.00
1.17	7" HMA Pavement	Tons	5	\$ 200.00	\$ 1,000.00	5	\$ 1,000.00
1.18	PCC Drive w/ PCC Curb & Gutter	SY	105	\$ 65.00	\$ 6,825.00	108.9	\$ 7,078.50
1.19	PCC Driveway	SY	20	\$ 87.00	\$ 1,740.00	21.9	\$ 1,905.30
1.20	Modified Subbase	CY	48	\$ 100.00	\$ 4,800.00	48	\$ 4,800.00
1.21	Modified Subbase	SF	307	\$ 14.00	\$ 4,298.00	307	\$ 4,298.00
1.22	Modular Block Retaining Wall	SF	130	\$ 37.00	\$ 4,810.00	114	\$ 4,218.00
1.23	3/4" Crushed Rock or Stone	CY	9	\$ 80.00	\$ 720.00	9	\$ 720.00
1.24	Type B Concrete Stairs w/ Handra	Ea.	2	\$ 4,100.00	\$ 8,200.00	2	\$ 8,200.00
1.25	Relocate Hydrant	Ea.	1	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00
1.26	Raise Fixture	Ea.	2	\$ 325.00	\$ 650.00	2	\$ 650.00
1.27	15" RCP Pipe	LF	38	\$ 130.00	\$ 4,940.00	38	\$ 4,940.00
1.28	Slope Protection, Wood Excelsior	SQ	2	\$ 250.00	\$ 500.00		\$ -
1.29	Detectable Warning	SF	160	\$ 35.00	\$ 5,600.00	160	\$ 5,600.00
1.30	Signs	Ea.	10	\$ 320.00	\$ 3,200.00	10	\$ 3,200.00
1.31	Painted Pav't Mark, Durable	Sta.	6.48	\$ 620.00	\$ 4,017.60	6.48	\$ 4,017.60
1.32	Topsoil, Salvage, Strip, and Spread	CY	214	\$ 63.00	\$ 13,482.00	214	\$ 13,482.00
1.33	Excavation CL 10	CY	450	\$ 27.00	\$ 12,150.00	450	\$ 12,150.00
1.34	Fill For Pedersen - NPS	CY	120	\$ 40.00	\$ 4,800.00	120	\$ 4,800.00
<b>Contract Price:</b>					<b>\$ 192,318.60</b>		<b>\$ 201,202.00</b>

<b>SUMMARY</b>			
		<b>Total Approved</b>	<b>Total Completed</b>
Contract Price		\$ 192,318.60	\$ 201,202.00
Approved Change Order (list each)			
	Revised Contract Price	\$ 192,318.60	\$ 201,202.00

Stored

Total Earned \$ 201,202.00

Retainage (5%)

Total Earned Less Retainage \$ 201,202.00

Total Previously Approved (list each)	Pay Estimate No. 1	\$ 177,042.00	
	Pay Estimate No. 2	\$ 14,099.90	

Total Previously Approved \$ 191,141.90

Percent Complete 100%

**Amount Due This Request \$ 10,060.10**

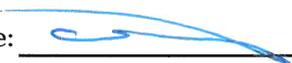
The amount \$10,060.10 is recommended for approval for payment in accordance with the terms of the contract.

**Prepared By:**  
All American Concrete, Inc.

**Recommended By:**  
Veenstra & Kimm, Inc.

**Approved By:**  
West Branch, Iowa

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Eric Gould

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Engineer

Title: \_\_\_\_\_

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

Date: November 21, 2016

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

RESOLUTION NO. 1543

RESOLUTION APPROVING THE WEST BRANCH SALT SHED SITE PLAN.

WHEREAS, the City of West Branch Public Works Department has heretofore submitted a proposed Site Plan to construct a salt shed, fencing, landscaping and stormwater improvements at Parcel “K” in the NW1/4 Sec 8 – T79N – R04W in the City of West Branch, Cedar County, IA, more commonly known as the West Branch Public Works Shop at 338 Cookson Street (the “Project”); and

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

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

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

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

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

\* \* \* \* \*

Passed and approved this 8th day of December, 2016.

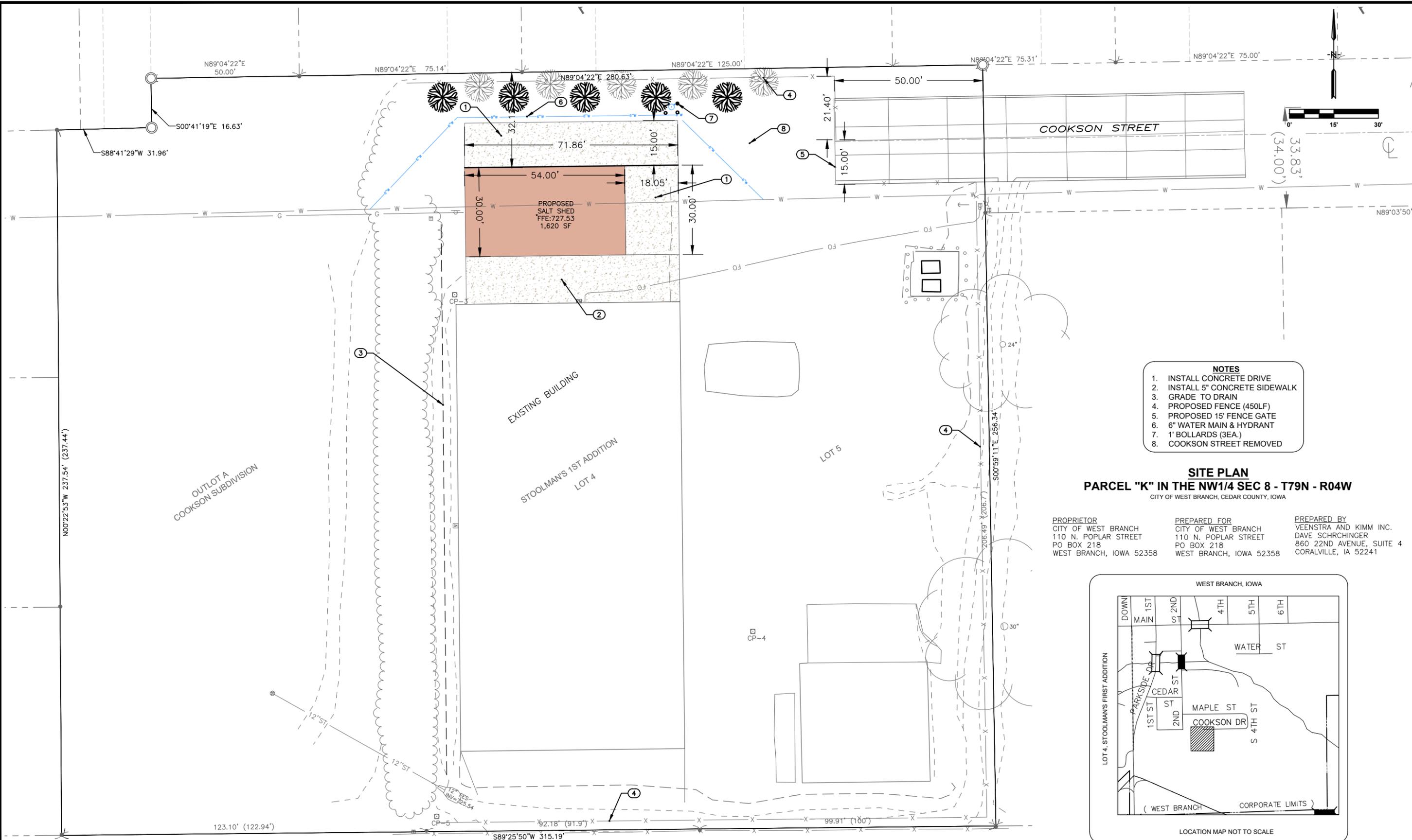
\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

PLOTTED: Wednesday, November 2, 2016 3:14:05 PM

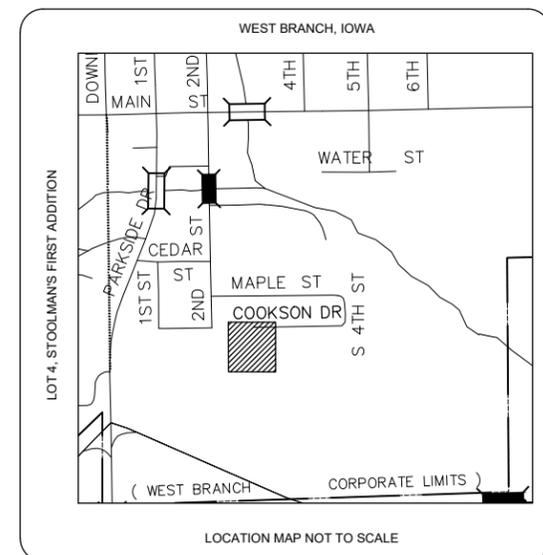
X-REFS: 368204 Topo  
FILE PATH: Z:\WEST BRANCH\368204 SALT SHED SITE PLANDRAWINGS\DESIGN DRAWINGS\SITE PLAN



- NOTES**
1. INSTALL CONCRETE DRIVE
  2. INSTALL 5" CONCRETE SIDEWALK
  3. GRADE TO DRAIN
  4. PROPOSED FENCE (450LF)
  5. PROPOSED 15' FENCE GATE
  6. 6" WATER MAIN & HYDRANT
  7. 1' BOLLARDS (3EA.)
  8. COOKSON STREET REMOVED

**SITE PLAN**  
**PARCEL "K" IN THE NW1/4 SEC 8 - T79N - R04W**  
CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

<b>PROPRIETOR</b> CITY OF WEST BRANCH 110 N. POPLAR STREET PO BOX 218 WEST BRANCH, IOWA 52358	<b>PREPARED FOR</b> CITY OF WEST BRANCH 110 N. POPLAR STREET PO BOX 218 WEST BRANCH, IOWA 52358	<b>PREPARED BY</b> VEENSTRA AND KIMM INC. DAVE SCHRCHINGER 860 22ND AVENUE, SUITE 4 CORALVILLE, IA 52241
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DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	LJB
		CHECKED	DRS
		APPROVED	DRS
		DATE	11-02-2016
		ISSUED FOR	REVIEW

VERIFY SCALE
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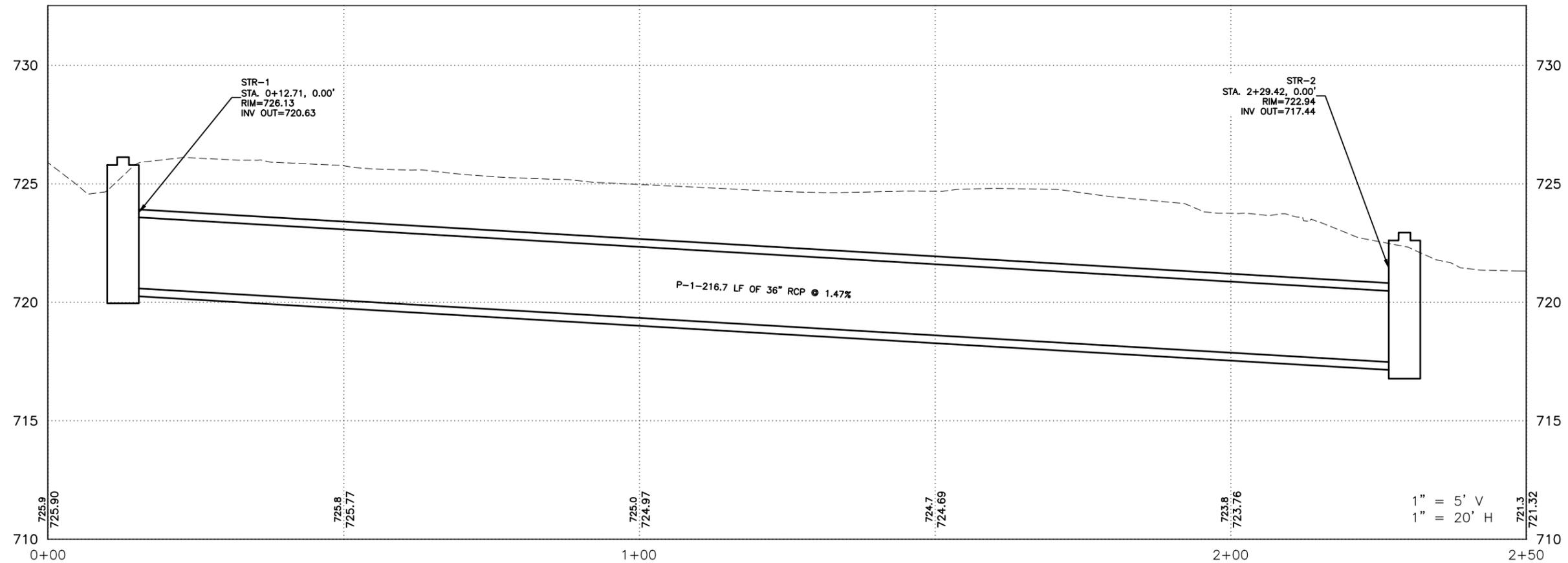
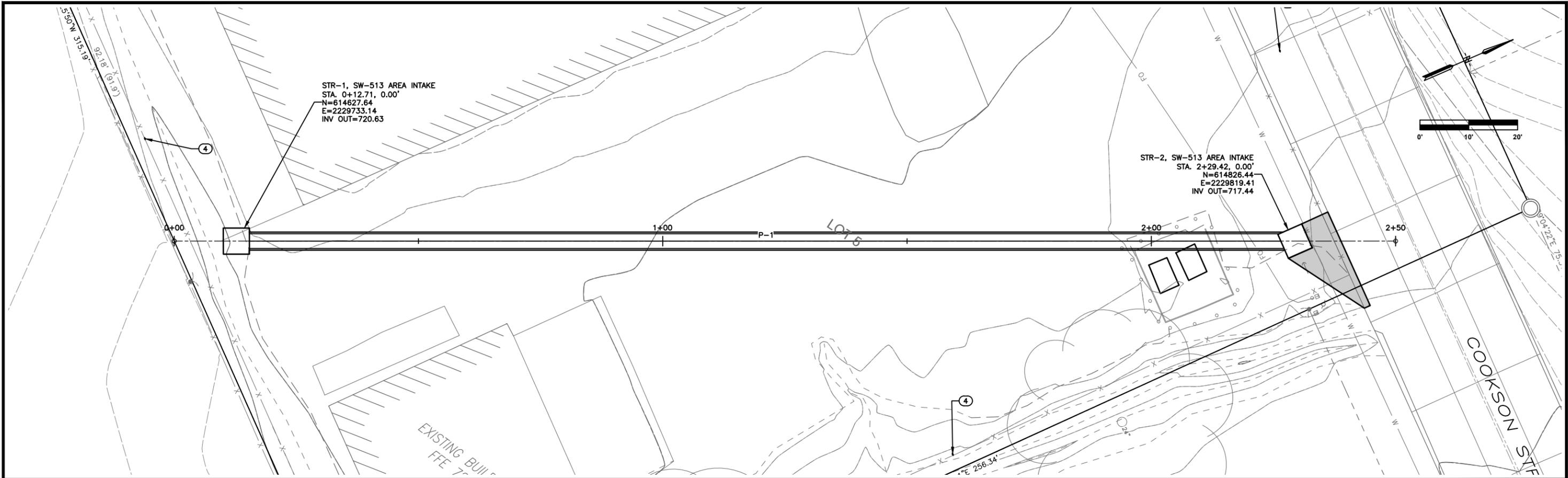
**SALT SHED SITE PLAN**  
CITY OF WEST BRANCH

860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565  
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

**SITE PLAN**

DWG. NO.
1

PLOTTED: Wednesday, November 2, 2016 3:14:32 PM



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DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	LJB
		CHECKED	DRS
		APPROVED	DRS
		DATE	11-02-2016
		ISSUED FOR	REVIEW

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SALT SHED SITE PLAN  
 CITY OF WEST BRANCH

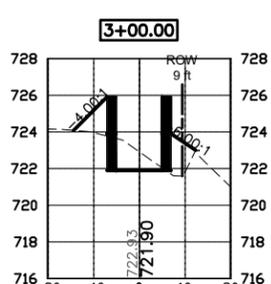
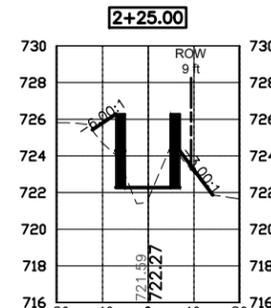
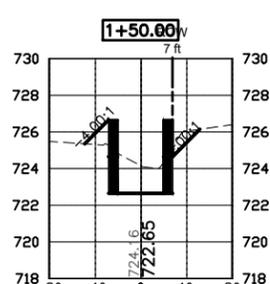
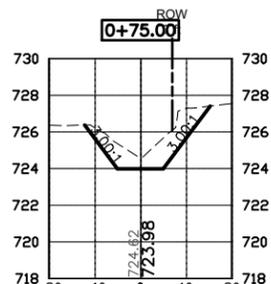
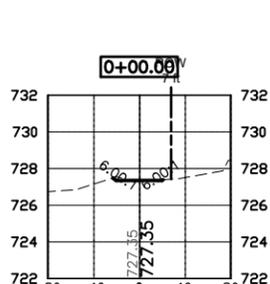
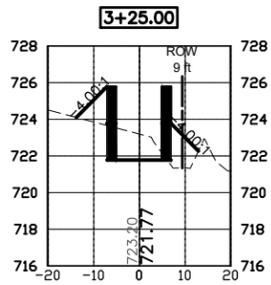
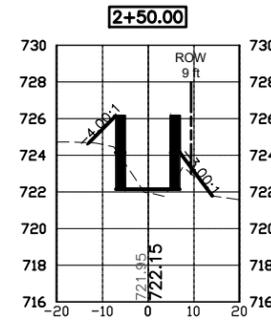
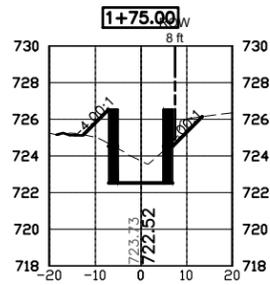
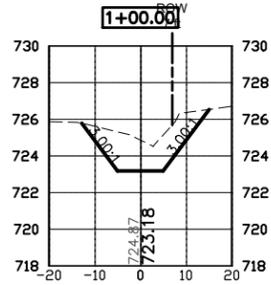
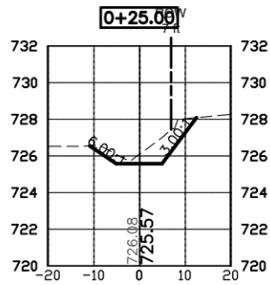
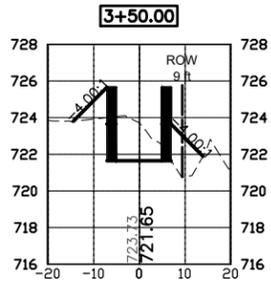
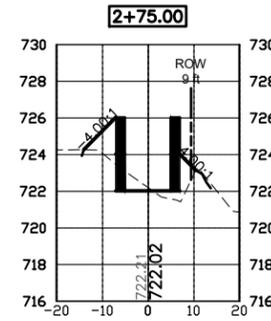
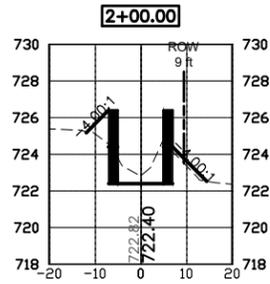
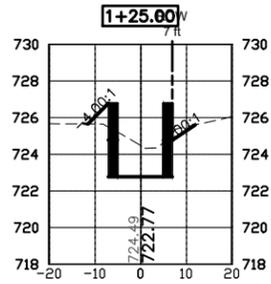
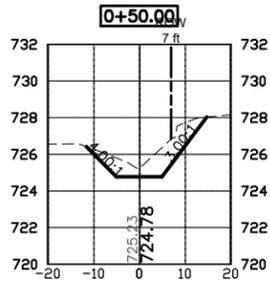
260 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565  
 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

PLAN & PROFILE - STORM

DWG. NO.
2

PROJECT 368204





DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	LJB
		CHECKED	DRS
		APPROVED	DRS
		DATE	11-02-2016
		ISSUED FOR	REVIEW

VERIFY SCALE
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SALT SHED SITE PLAN  
 CITY OF WEST BRANCH

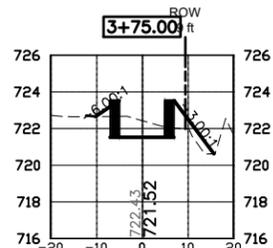
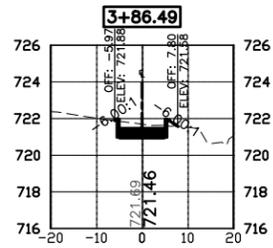
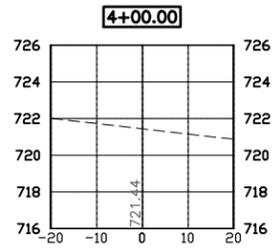
860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565  
 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

CROSS SECTIONS

DWG. NO.
4

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SW-513 INTAKE



SALT SHED - JOHNSON COUNTY

DATE	REVISIONS

SCALE	AS NOTED
DRAWN	LJB
CHECKED	DRS
APPROVED	DRS
DATE	11-02-2016
ISSUED FOR	REVIEW

**VERIFY SCALE**  
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SALT SHED SITE PLAN  
 CITY OF WEST BRANCH

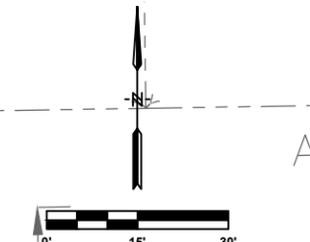
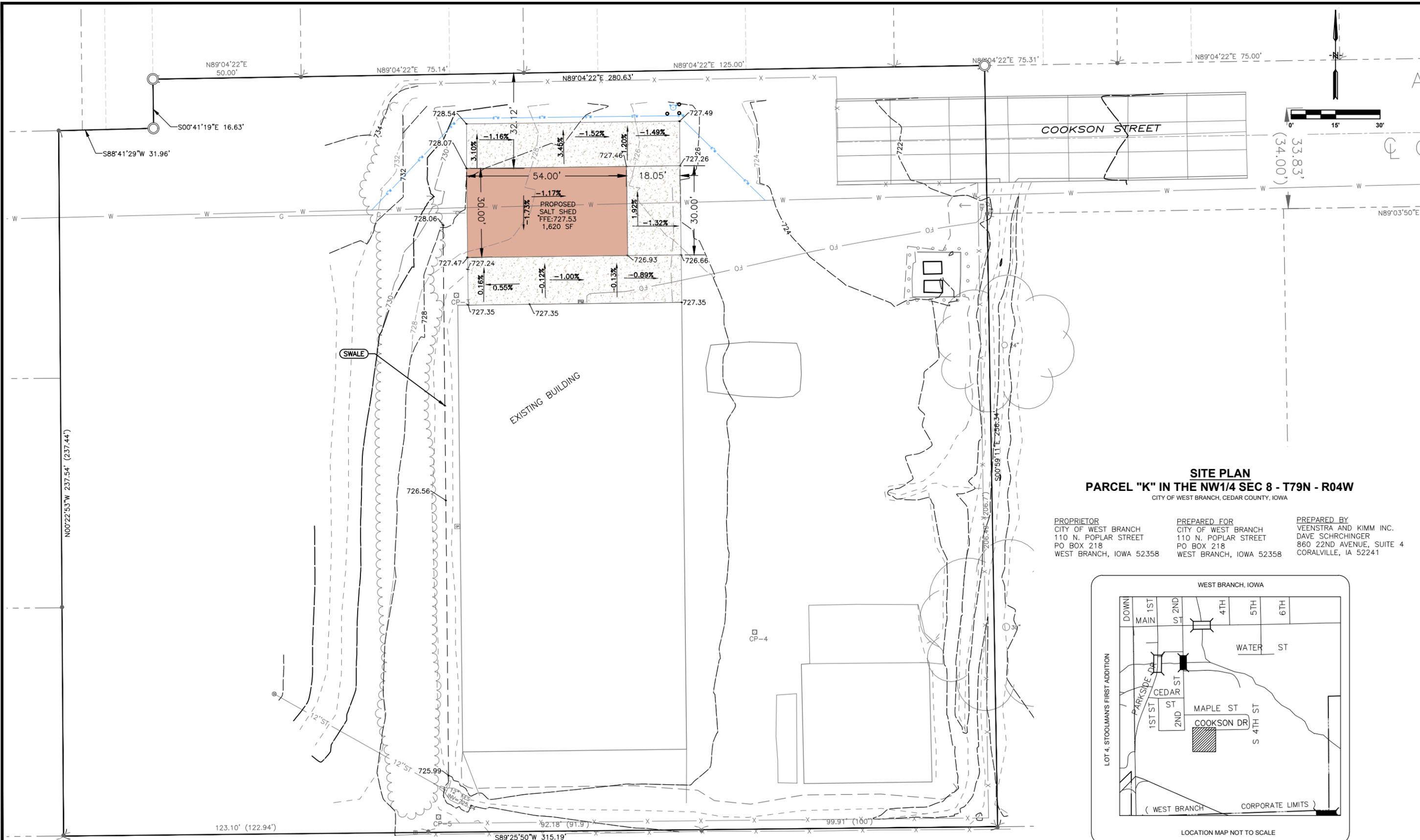
260 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565  
 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

CROSS SECTIONS

DWG. NO.
5
PROJECT 368204

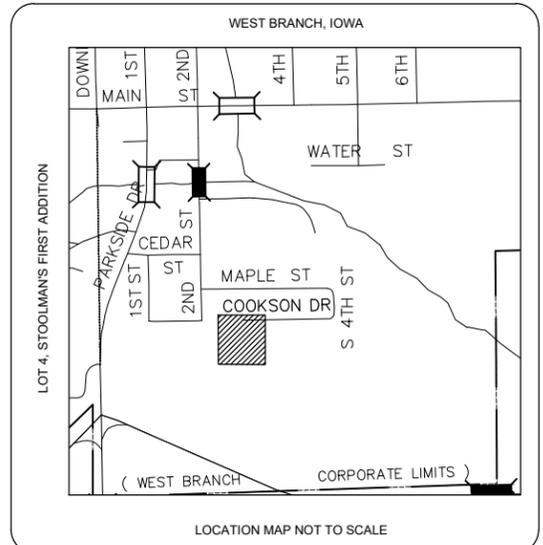
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**SITE PLAN**  
**PARCEL "K" IN THE NW1/4 SEC 8 - T79N - R04W**  
CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

<b>PROPRIETOR</b> CITY OF WEST BRANCH 110 N. POPLAR STREET PO BOX 218 WEST BRANCH, IOWA 52358	<b>PREPARED FOR</b> CITY OF WEST BRANCH 110 N. POPLAR STREET PO BOX 218 WEST BRANCH, IOWA 52358	<b>PREPARED BY</b> VEENSTRA AND KIMM INC. DAVE SCHRCHINGER 860 22ND AVENUE, SUITE 4 CORALVILLE, IA 52241
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DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	EDG
		CHECKED	DRS
		APPROVED	DRS
		DATE	9-23-16
		ISSUED FOR	SITE PLAN

VERIFY SCALE
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PUBLIC WORKS - 338 COOKSON STREET  
WEST BRANCH, IOWA

860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565  
319-466-1000 • 319-466-1000(FAX) • 888-241-8001(WATS)

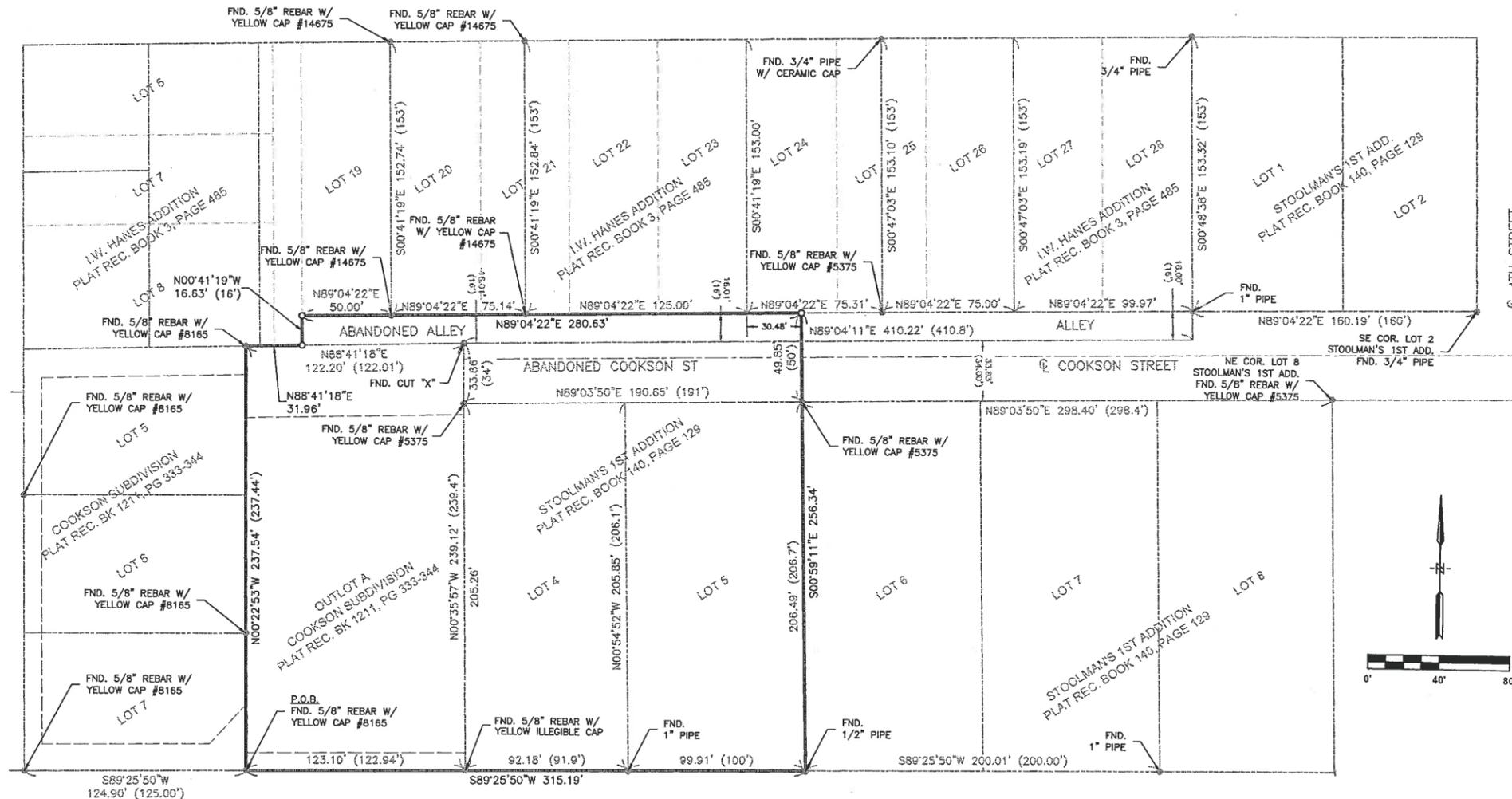
GRADING PLAN

DWG. NO.
1
PROJECT 368204

# PLAT OF SURVEY PARCEL "K"

IN THE NW1/4 SEC 8 - T79N - R04W  
CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

PREPARED BY: BOBBY J. MADDALENO - VEENSTRA & KIMM INC. - 860 22nd AVENUE, SUITE 4 - CORALVILLE, IOWA 52241-1565 - (319) 466-1000



**Legal Description**

Outlot A in Cookson Subdivision, West Branch, Cedar County, Iowa in accordance with the Plat thereof Recorded in Book 1211, Page 333-344 of the Cedar County Records  
 AND  
 Lot 4 and Lot 5 in Stoolman's First Addition, West Branch, Cedar County, Iowa in accordance with the Plat thereof Recorded in Book 140, Page 129 of the Cedar County Records  
 AND  
 The abandoned Cookson Street Right of Way, being 34.00 feet wide and adjacent and parallel with the North line of Lots 4 and 5 in Stoolman's First Addition, West Branch, Cedar County, Iowa in accordance with the Plat thereof Recorded in Book 140, Page 129 of the Cedar County Records  
 AND  
 The abandoned Alley Right of Way, being 16 feet wide and adjacent and parallel with the South line of Lots 19, 20, 21, 22, 23, and the West 30.48 feet of Lot 24 in I. W. Hanes Addition, West Branch, Cedar County, Iowa in accordance with the Plat thereof Recorded in Book 3, Page 485 of the Cedar County Records

ALL OF THE ABOVE being more particularly described as follows: Beginning at the Southwest Corner of said Outlot "A" in Cookson Subdivision; thence N00°22'53"W, 237.54 feet along the West line of said Outlot "A" to the Northwest corner thereof; thence N88°41'18"E, 31.96 feet along the North line of said Outlot "A" to the Southerly extension of the West line of Lot 19 in I.W. Hanes Addition; thence N00°41'19"W, 16.63 feet along said Southerly extension to the Southwest corner of said Lot 19 in I.W. Hanes Addition; thence N89°04'22"E, 280.63 feet along the North line of said abandoned Alley to a point 30.48 feet East of the Southwest corner of Lot 24 in said I.W. Hanes Addition and the Northerly extension of the East line of said Lot 5 in Stoolman's First Addition; thence S00°59'11"E, 256.34 feet along said Northerly Extension and East line of said Lot 5 to the Southeast corner thereof; thence S89°25'50"W, 315.19 feet along the South line of Stoolman's Addition and said Outlot "A" to the Point of Beginning. Containing 1.83 acres more or less. Subject to easements recorded or un-recorded.

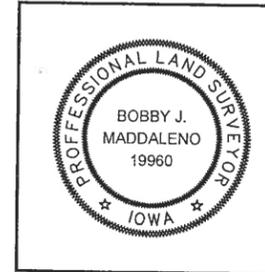
- LEGEND**
- ▲ FOUND SECTION CORNER AS NOTED
  - FOUND PROPERTY CORNER AS NOTED
  - SET 5/8" REBAR WITH PLASTIC YELLOW CAP #19960, UNLESS OTHERWISE NOTED
  - ( ) RECORD DISTANCE OR BEARING
  - PARCEL "K" BOUNDARY
  - ROW LINE
  - PROPERTY LINE
  - SECTION LINE
  - - - EASEMENT LINE
  - - - ROAD CENTERLINE

DATE SURVEYED 8-25-2016  
 BASIS OF BEARING  
 U.S. STATE PLANE NAD83 - IOWA SOUTH ZONE 1402

PROPRIETOR  
 CITY OF WEST BRANCH  
 110 N. POPLAR STREET  
 PO BOX 218  
 WEST BRANCH, IOWA 52358

PREPARED FOR  
 CITY OF WEST BRANCH  
 110 N. POPLAR STREET  
 PO BOX 218  
 WEST BRANCH, IOWA 52358

PREPARED BY  
 VEENSTRA AND KIMM INC.  
 BOBBY J. MADDALENO  
 860 22ND AVENUE, SUITE 4  
 CORALVILLE, IA 52241



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.

*Bobby J. Maddaleno* PLS 9-26-16  
 Bobby J. Maddaleno Date

License Number 19960  
 My license renewal date is December 31, 2017  
 Pages or sheets covered by this seal: PS-01

DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	BCT
		CHECKED	DRS
		APPROVED	BJM
		DATE	9-8-2016
		ISSUED FOR	

**VERIFY SCALE**  
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PUBLIC WORKS SITE PLAN  
 CITY OF WEST BRANCH, IOWA

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 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

PLAT OF SURVEY  
 PARCEL "K" IN SEC 8 - T79N - R04W  
 CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

DWG. NO.  
 PS-01  
 PROJECT 368204

X-REFS: Aerial FILE PATH: Z:\WEST BRANCH 368204 SALT SHED SITE PLANDRAWINGS\DESIGN DRAWINGS\CITY SHOP BNDRY PLOTTED: Monday, September 26, 2016 11:01:02 AM

RESOLUTION NO. 1544

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH VEENSTRA & KIMM, INC. FOR THE GILBERT STREET EXTENSION PROJECT IN THE AMOUNT OF \$49,000.

WHEREAS, the City of West Branch, Iowa desires to extend Gilbert Street approximately 350 north from the end of the existing street and also construct a street approximately 250 east with a stream crossing to connect to the proposed parking lot to be constructed as part of the Pedersen Valley Park Project; and;

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

WHEREAS, Veenstra & Kimm, Inc. is qualified and capable of supplying said engineering services for a total fee not to exceed Forty-Nine Thousand Dollars (\$49,000); and

WHEREAS, Veenstra & Kimm, Inc. has prepared an agreement to perform the aforementioned services which has been reviewed by the city attorney and now requires the approval of the City Council.

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

\* \* \* \* \*

Passed and approved this 8th day of December, 2016.

\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

## ENGINEERING SERVICES AGREEMENT

### GILBERT DRIVE EXTENSION WEST BRANCH, IOWA

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

**WHEREAS**, the **CITY** desires to extend Gilbert Street approximately 350 feet north from the end of the existing street and also construct a street approximately 250 feet east with a stream crossing to connect to the proposed parking lot to be constructed as part of the Pedersen Valley Park project, said street improvements referred to as the "Project"; and

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

**WHEREAS**, the **CONSULTANT** is qualified and capable of supplying said engineering services for a total fee not to exceed Forty-Nine Thousand Dollars (\$49,000).

**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 Forty-Nine Thousand Dollars (\$49,000) under the terms and conditions set forth below.

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

#### **I. SCOPE OF SERVICES.**

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

#### **II. TIME OF COMPLETION.**

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

### III. GENERAL TERMS AND PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **IV. COMPENSATION FOR SERVICES.**

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement for a total fee not to exceed Forty-Nine Thousand Dollars (\$49,000). Said total fees shall be paid by the **CITY** to the **CONSULTANT** in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the **CONSULTANT** does hereby acknowledge and confirm the **CONSULTANT's** understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the **CITY** would not have engaged the **CONSULTANT**. Accordingly, the **CONSULTANT** also acknowledges that:

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

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

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

#### **V. INDEMNIFICATION.**

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

#### **VI. HAZARDOUS MATERIALS.**

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

#### **VII. INTERPRETATION.**

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

**VIII. SURVIVAL.**

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

**IX. CONTROLLING LAW.**

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

**X. HEADINGS.**

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

**XI. SEVERABILITY.**

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

**XII. AUTHORITY.**

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

**XIII. FINAL AGREEMENT.**

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

**ACCEPTED & AGREED:**

**VEENSTRA & KIMM, INC.**

**CITY OF WEST BRANCH, IOWA**

\_\_\_\_\_  
An Authorized Representative

\_\_\_\_\_  
Roger Laughlin, Mayor

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
An Authorized Representative

\_\_\_\_\_  
City Clerk

## ENGINEERING SERVICES AGREEMENT

### GILBERT DRIVE EXTENSION WEST BRANCH, IOWA

#### EXHIBIT "A"

#### SCOPE OF SERVICES:

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

1. Coordinate with Fehr Graham Engineering & Environmental, Inc. (Fehr Graham) to confirm location and elevation of parking lot. Obtain hydrologic evaluation for creek flows from Fehr Graham to size stream crossing structure and comply with Pedersen Park stormwater management plan.
2. Topographic and existing utility surveying of the project area.
3. Preliminary design and coordination meetings with the City and Fehr Graham.
4. Prepare and submit necessary permit applications for stream crossing.
5. Final design plans and specifications.
6. Engineers estimate of cost.
7. Final construction plans and specifications.
8. Bidding assistance. City shall reimburse Consultant for cost of distributing plans and specifications to bidders.
9. General construction contract services.
10. Construction Observation and Resident Review. (Assumes 220 hours of review services plus reimbursable expenses).

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

1. Soil borings and soil testing
2. Wetland delineation
3. Environmental assessments
4. Archaeological investigations
5. Legal surveys and easements
6. Construction staking
7. Permit review fees

## ENGINEERING SERVICES AGREEMENT

### GILBERT DRIVE EXTENSION WEST BRANCH, IOWA

#### EXHIBIT "B"

#### TIME OF COMPLETION:

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

1. Topographic surveying of the project area shall be completed by January 31, 2017
2. Draft plans and specifications for City review shall be delivered by May 1, 2017.
3. Final construction plans and specifications shall be delivered by June 1, 2017.
4. Estimated bid date for project is September 15, 2017 if IDNR Floodplains Permit can be secured by that date.
5. Construction of improvements shall be completed by July 1, 2018.

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

## ENGINEERING SERVICES AGREEMENT

### GILBERT DRIVE EXTENSION WEST BRANCH, IOWA

#### EXHIBIT "C"

#### COMPENSATION FOR SERVICES:

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement based on the following:

1. For **DESIGN SERVICES**, the fee for design services, design conferences, topographic survey, preparation of plans and specifications for the project, and securing necessary permits and approvals shall be the lump sum fee of Twenty-Eight Thousand Dollars (\$28,000);
2. For **GENERAL SERVICES**, the total fee for general services during construction and final review of the project shall be the lump sum fee of Eight Thousand Dollars (\$8,000);
3. For **ONSITE CONSTRUCTION REVIEW**, The total fee for construction review for the Project shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The total fee for resident review services shall not exceed the sum of Fifteen Thousand Dollars (\$15,000) based on providing 220 hours of construction review services at \$65/hour;

Said total fees shall be paid by the **CITY** to the **CONSULTANT** and shall become due and payable upon submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting.

## **ENGINEERING SERVICES AGREEMENT**

### **GILBERT DRIVE EXTENSION WEST BRANCH, IOWA**

#### **EXHIBIT "D"**

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

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

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

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

RESOLUTION NO. 1545

RESOLUTION APPROVING A 28E AGREEMENT WITH THE WEST BRANCH COMMUNITY SCHOOL DISTRICT CONCERNING THE WEST BRANCH HIGH SCHOOL PHASE 3 IMPROVEMENTS PROJECT

WHEREAS, the City Council of the City of West Branch and Board of Directors of the West Branch Community School District have both heretofore deemed it necessary and desirable to share in the responsibility of maintenance of the new private water service line being installed as part of the West Branch High School Phase 3 Improvements Project; and

WHEREAS, it is now necessary for the City and School to enter into a 28E Agreement to outline the obligations and responsibilities of each party as it pertains to the maintenance of the Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned 28E Agreement is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

\* \* \* \* \*

Passed and approved this 8th day of December, 2016.

\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

## 28E AGREEMENT

THIS AGREEMENT entered into by and between the City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358 (hereafter referred to as the “City”); and the West Branch Community School District, 148 N. Oliphant Street, West Branch, Iowa 52358 (hereafter referred to as “School”).

WHEREAS, the City Council of the City of West Branch and Board of Directors of the West Branch Community School District have both heretofore deemed it necessary and desirable to share in the responsibility of maintenance of the new private water service line being installed as part of the West Branch High School Phase 3 Improvements Project; and

WHEREAS, it is now necessary for the City and School to enter into a 28E Agreement to outline the obligations and responsibilities of each party as it pertains to the maintenance of the Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE.** The purpose of this 28E Agreement is to set forth the duties and obligations of the City and School in connection with the installation and maintenance the new private water service line that is being installed as part of the West Branch High School Phase 3 Improvements Project.
2. **SEPARATE ENTITY.** Further, it is hereby noted that no separate legal entity shall be created by this Agreement and the West Branch City Council and Board of Directors of the West Branch Community School District.
3. **DUTIES AND RESPONSIBILITIES OF THE PARTIES.**
  - A. The School shall own and maintain the hydrants, valves, pipes, fittings, services and all other portions of the new private water service line on School Property (per Section 90.12 of the City Code). All hydrants will have STORZ connections.
  - B. At no cost to the School, the City shall annually complete flushing of the new private water service line on School property at the same time that other hydrants are flushed.
  - C. The School shall not hold the City liable for any damage that occurs during flushing.
  - D. During construction of the private water service line on School property, the School shall install a permanent hydrant at the intersection of Main Street and the new private water service line to be used for pressure testing, disinfection, flushing and

bacterial sampling. The permanent hydrant will be installed on the new private water service line, not on the city water main.

- E. The School shall install a new 4” water meter, approved by the West Branch Public Works Director, and that meter shall be located in a meter pit or just inside the West Branch High School building. Placement will be agreed to between a representative of the School and the City.
- F. The City shall not charge the School for any water from the private water service line that is used for fire protection or any flushing of hydrants by the City.
- G. The School is responsible for installing meters and paying the City for all water use from the new private water service line, except for water uses specified in section 4(F).
- H. The School shall prohibit any landscaping or other water use from any hydrant on the new private water service line that is not metered.

**4. MODIFICATION OF AGREEMENT.** Modification of this agreement shall be made only by the consent of the West Branch City Council and the West Branch Community School District Board of Directors. Such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications, signed by both parties.

**5. TERM AND TERMINATION OF THIS AGREEMENT.** The initial term of this agreement shall commence on November 7, 2016 and shall terminate on June 30, 2017. This Agreement will automatically renew for another year terms until such time as either party gives the other party notice of termination by July 1<sup>st</sup> of each year this Agreement is in effect. Both parties to this agreement may also terminate participation upon sixty days’ notice to the other party of the agreement.

**6. NOTICES.** All notices given under this Agreement shall be in writing and shall be deemed delivered on the date of placing the notice in the U.S. Mail, postage prepaid, to the following address:

For the School:  
West Branch Community School District  
148 N. Oliphant Street  
West Branch, Iowa 52358  
ATTN: Superintendent

For the City:  
City of West Branch  
110 N. Poplar Street  
West Branch, Iowa 52358  
ATTN: City Administrator

**7. INDEMNITIES.** Each party to this Agreement expressly agrees to save and hold the other party, its employees and agents, harmless from any and all claims filed against both or either party arising from the performance of the duties and obligations under this Agreement.

**8. FILING.** The City Clerk of West Branch shall file this Agreement with the Iowa Secretary of State's office as required by Section 28E.8 of the Code of Iowa.

Executed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY:

\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

Executed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

SCHOOL:

\_\_\_\_\_  
Mike Colbert, Board President

ATTEST:

\_\_\_\_\_  
Angie Klinkhammer, Board Secretary

RESOLUTION NO. 1546

RESOLUTION APPROVING TWO CONTRACTS FOR THE 2017 HOOVER'S HOMETOWN DAYS CELEBRATION IN THE AMOUNT OF \$13,200.00.

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

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

WHEREAS, two organizations have submitted proposed service agreements in the amount of \$13,200.00 to provide inflatables attractions, airbrushing tattoos, a mobile gaming trailer package with staffing, and pony rides for children; and

WHEREAS, it is now necessary to approve said agreements.

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

\* \* \* \* \*

Passed and approved this 8th day of December, 2016.

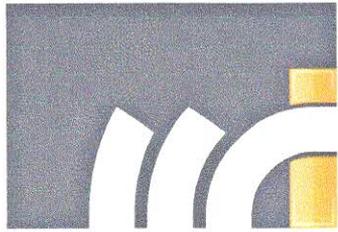
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Roger Laughlin, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk



**MIDWEST**  
INFLATABLES  
Extreme Entertainment

**ENTERTAINMENT CONTRACT / INVOICE**

**Midwest Inflatables, LLC**  
P.O. Box 1749  
Ames, IA 50010  
515.450.6478  
info@midwestinflatables.com

<b>Contract Date</b>	December 1 <sup>st</sup> , 2016
<b>Invoice Number</b>	2017001

LESSEE INFORMATION
<b>Lessee Name:</b> City of West Branch – Hoover’s Hometown Days
<b>Lessee Address:</b> P.O. Box 460, West Branch, IA 52358
<b>Lessee Contact:</b> Rebecca (Becky) Knoche – 319.643.2633 work, bknoche@wbpl.org
<b>Alternate Contact:</b> N/A
<b>Event Location:</b> Village Green (Corner of Parkside Drive and Main Street) West Branch, IA 52358

LESSOR INFORMATION
Midwest Inflatables, LLC
P.O. Box 1749, Ames, Iowa 50010
<b>Lessor Contact:</b>
Jeremy Boekelman 515.450.6478
jeremy@midwestinflatables.com

Event / Type of Event	Event Hours	Event Start Date	Event End Date	Set-up Date	Tear-down Date
Hoover’s Hometown Days (City Festival)	11:00 AM – 8:00 PM	August 5 <sup>th</sup> , 2017			

Equipment to be Leased / Services Provided	Quantity	Rate	Amount
<b>Inflatables, Airbrushing Tattoos, and Mobile Gaming Trailer Package with Staffing</b>	<b>1</b>	<b>12,000</b>	<b>\$12,000.00</b>
Mobile Gaming Trailer with Staffing	1	N/A	Included
Treasure of the Caribbean with Staffing	1	N/A	Included
30 ft. Rock Climb Slide + Vertical Rush with Staffing	1	N/A	Included
Leaps N Bounds with Staffing	1	N/A	Included
Wild One Jr. Obstacle Course with Staffing	1	N/A	Included
20 ft. Dual-Lane Accelerator Slide	1	N/A	Included
Rescue Heroes (Toddler Unit) with Staffing	1	N/A	Included
UFO Combo (Bounce House with Slide) with Staffing	1	N/A	Included
First Down with Staffing	1	N/A	Included
Mini Golf with Staffing	12 Holes	N/A	Included
Airbrush Tattoo Artist from 11 AM – 3 PM	2 Artists	N/A	Included
<b>Payment Information / Terms and Conditions</b>	Package Price		\$12,000.00
Please make check payable to: Midwest Inflatables, LLC – PO Box 1749 Staffing will be provided for all leased equipment. Electrical Requirements to be determined closer to the event. Sandbags / Waterbags to be used, except where permission to stake is granted by Park Service.	Sales Tax		Tax Exempt
	<b>Total</b>		<b>\$12,000.00</b>
	Retainer with Contract		N/A
	<b>Balance Due at Event</b>		<b>\$12,000.00</b>

The person signing this entertainment contract on behalf of Lessee must be at least 18 years of age. I have read and understand the Terms and Conditions of this entertainment contract, and verified that all the information is correct. Please return signed copy of both the Contract and Cancellation Policy within 30 days.

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Jeremy Boekelman  
Midwest Inflatables, LLC

**Signature:**

**Date:** 12-1-2016



**CANCELLATION POLICY**

**Midwest Inflatables, LLC**  
 P.O. Box 1749  
 Ames, IA 50010  
 515.450.6478  
 info@midwestinflatables.com

**Contract Date**  
 December 1<sup>st</sup>, 2016

**Invoice Number**  
 2017001

Lessee Name
City of West Branch – Hoover’s Hometown Days
P.O. Box 460
West Branch, IA 52358

Contact Person
Rebecca Knoche
319.643.2633
bknoche@wbpl.org

Event Location
Village Green
(Corner of Parkside Drive and Main Street)
West Branch, IA 52358

Event / Type of Event	Event Hours	Event Start Date	Event End Date	Set-Up Time	Representative
Hoover’s Hometown Days (City Festival)	11:00 AM – 8:00 PM	August 5 <sup>th</sup> , 2017	August 5 <sup>th</sup> , 2017	Morning of Event	Jeremy Boekelman

**CANCELLATION POLICY: Terms and Conditions**

When you return a signed contract to Midwest Inflatables, LLC it becomes a legally binding agreement subject to the terms and conditions contained within the contract. Midwest Inflatables, LLC has the following cancellation policy:

We accept cancellations within 24 hours of the event start time due to weather conditions that would prevent the safe use and operation of our inflatables or attractions. Our inflatables cannot be used and operated outdoors in the following weather conditions: winds more than 20 m.p.h., rain, lightning, drizzle, hail, sleet, snow, or ice. The retainer is nonrefundable, but will be applied to a rescheduled event, date subject to our availability. A retainer must be used within 15 months of the original event date or it will be forfeit. If the cancellation is made after our staff has already left our facilities, client is responsible for the costs and expenses incurred. If the cancellation is made after we begin to set up at your event, client is responsible for full payment. PLEASE NOTE: When the weather forecast is uncertain, we try to be flexible and work to accommodate our clients. We are willing to adjust the hours, reschedule, or cancel an event, as necessary.

Cancellations or rescheduling for nonweather-related reasons must be done at least 90 days prior to the event date. The retainer is nonrefundable, but will be applied to a rescheduled event, date subject to our availability. A retainer must be used within 15 months of the original date or it will be forfeit. Midwest Inflatables will require full payment for events cancelled or rescheduled for nonweather-related reasons within 90 days of the event date.

**PLEASE CALL 515-450-6478 TO CANCEL**

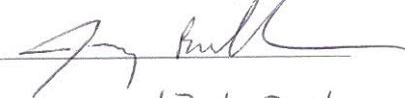
I hereby certify that I am at least 18 years of age. I have read, understand, and agree to the terms and conditions of this cancellation policy.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Jeremy Boekelman  
 Midwest Inflatables, LLC

Signature: 

Date: 12-1-2016



# General Agreement

Melissa Russell BY: \_\_\_\_\_

THIS AGREEMENT made this 11<sup>th</sup> day of November, 2016, by and between DAVID and DEBORAH GRIMM D.B.A. PONY GO ROUND PONY RIDES (First Party) and Hoover's Hometown Days, West Branch, IA (Second Party).

WITNESSETH: That in consideration of the mutual covenants and agreements to be kept and performed on the part of said parties hereto, respectively as herein stated, the said party of the first part does hereby covenant and agree that it shall:

I. Said party of the first part covenants and agrees that it shall:

- a) Provide a live 6 pony carousel ride for the date of Saturday, Aug. ~~16~~ <sup>5<sup>th</sup></sup>, 2017, Noon - 4 pm
- b) Provide free rides to the public for these 4 hours.
- c) Provide certificate of insurance upon arrival at the event.
- d) Reserve the right to refuse rides to riders it deems too large for the ponies.

II. And said party of the second part covenants and agrees that it shall:

- a) Provide adequate space for the ride, Approx. 30' diameter.
- b) Pay Pony Go Round a \$200<sup>00</sup> set up fee and \$250 per hour for 4 hours of free rides. \$1200<sup>00</sup> total

III. Other terms to be observed by and between the parties:

- a) In case of rainout, Party #2 will pay Party #1 only for hours that the ride was running and the set up fee. If we have not left home and the event is cancelled, no money is exchanged.

This agreement shall be binding upon the parties, their successors, assigns and personal representatives. Time is of the essence on all undertakings. This agreement shall be enforced under the laws of the State of IOWA. This is the entire agreement.

Signed the day and year first above written.

ddgrimm@netins.net  
319-461-3926

Signed in the presence of:

Witness: \_\_\_\_\_

First Party: David E. Grimm

Witness: \_\_\_\_\_

Second Party: \_\_\_\_\_

## City of West Branch, Iowa FY18 Budget Timeline

Budget work session	December 8
1) Review of proposed budget schedule	
2) Review of Comp Plan, CIP and City Council Goals	
3) Total Employee Compensation Proposal	
4) Council Member Input - Questions and Comments for Staff	
 Budget work session	 December 19
1) FY 16 Expenditures by Function and FY 16 Revenue by Source	
2) West Branch Property Tax Distribution	
3) My Tax Dollars at Work and Review of Budget Forms	
4) Total Employee Compensation Proposal	
5) Council Member Input - Questions and Comments for Staff	
 Budget work session	 January 3
1) Presentation of initial general fund revenue estimate	
2) Department Director Budget Presentations	
3) Council Member Input - Questions and Comments for Staff	
 Budget work session	 January 17
1) Council approves an initial general fund revenue estimate	
2) Council approves a salary plan	
3) Council Member Input - Questions and Comments for Staff	
 Budget work session	 January 31
1) Council Member Input - Questions and Comments for Staff	
 Budget work session	 February 6
1) Council sets general fund departmental non-salary expenditures.	
2) Council approves initial revenue estimates for all other funds	
3) Council approves departmental non-salary expenditures for all other funds	
4) Council Member Input - Questions and Comments for Staff	
 Council receives and adopts final proposed budget and orders notice of hearing	 February 21
Notice of hearing on adoption of final budget published	February 23
 <b>NOTICE REQUIREMENT:</b> Notice of the budget hearing must be given not more than 20* days nor less than 10* days before the date of the hearing.	
 <b>DETAILED BUDGET:</b> The detailed budget must be available for public inspection at least 10* days before the final budget hearing and 20* days before final date for certification, and is to be available at the clerk's and mayor's offices and the public library, or posted at three places designated by ordinance if there is no library.	
Budget hearing	March 6
Adoption of final budget	March 6
Certified budget to county auditor	March 15*
Persons affected by the budget have 10 days after the date of certification to file a written protest	March 25*
IDOM certifies taxes back to county auditor	June 15*
Budget takes effect	July 1*

\* Dates noted by an asterisk are statutory deadlines or requirements.

West Branch CIP FY16-FY20

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

## GOAL SETTING SESSION RESULTS: 2010-2016

The City Council adopted the following set of goals at their **October 3, 2016** Goal Setting Session: (In order for the goals to be a priority, at least 3 Council Members must vote for an item.)

1. **Street Maintenance (14)**  
Pierce-3, Shields-3, Ellyson-2, Miller-2, Stevenson-1, Laughlin-3
2. **Part-Time Positions (14)**  
Shields-3, Pierce-2, Ellyson-2, Miller-2, Stevenson-2, Laughlin-3
3. **Replace 1 block of sealcoat each year (13)**  
Ellyson-3, Pierce-3, Miller-2, Shields-2, Stevenson-2, Laughlin-1
4. **Trail from Oasis to Solon (12)**  
Miller-4, Ellyson-2, Shields-2, Pierce-2, Stevenson-1, Laughlin-1
5. **Foster Street Sidewalk (11)**  
Pierce-3, Shields-3, Ellyson-1, Stevenson-1, Laughlin-3
6. **Main Street Sidewalk Phase 4 (10)**  
Ellyson-2, Miller-2, Pierce-2, Shields-1, Stevenson-1, Laughlin-2
7. **Greenview Connection (9)**  
Miller-3, Shields-2, Ellyson-1, Pierce-1, Laughlin-2
8. **Employee Benefits (8)**  
Stevenson-2, Pierce-2, Ellyson-1, Miller-1, Shields-1, Laughlin-1
9. **I & I Phase 3 Point Repairs (8)**  
Ellyson-2, Miller-2, Stevenson-1, Laughlin-3
10. **Police Department Evidence Facility (8)**  
Stevenson-2, Miller-2, Ellyson-2, Shields-1, Pierce-1
11. **Alley Improvements (7)**  
Stevenson-3, Ellyson-2, Shields-2
12. **West Orange Street Sidewalk (7)**  
Stevenson-3, Pierce-2, Ellyson-1, Shields-1
13. **Online Payment Options (6)**  
Ellyson-2, Shields-2, Stevenson-1, Miller-1
14. **Storm water BMP's (6)**  
Stevenson-2, Miller-2, Ellyson-1, Laughlin-1

Other goals considered by the City Council:

1. Golf Course (7)
2. Street Inventory Report (1)
3. SRF / IUP (4)
4. Incentive Pay for Clerk & Finance Officer certifications (2)
5. Asphalt shoulders on West Main Street (1)

The City Council adopted the following set of goals at their **September 21, 2015** Goal Setting Session:

15. Street Upkeep (15)
16. Additional amenities at Wapsi Creek (14)
17. Splash Pad (14)
18. New Salt Shed (12)
19. Business Incentive Plan (12)
20. North Downey & East Main Street Sidewalks
21. Complete I & I Phase II Work (11)
22. Continue to work with Cedar County Emergency Management on Emergency Communications System (9)
23. Municipal Golf Course (8)
24. Trail Expansion (7)
25. Creek Cleanup (7)
26. Adopt a PTO plan, Disability, Maternity/Adoption Plan (6)
27. Flood Retention Structures (6)

The City Council adopted the following set of goals at their **September 15, 2014** Goal Setting Session:

1. Street Upkeep (14)
2. Complete I&I Phase II Work (13)
3. Funding for HHTD Inflatables and Fireworks (12)
4. Pilot 5 Stormwater Best Management Practices (12)
5. Flood Retention Structures (12)
6. Mayor/Council Pay Ordinance (11)
7. Trail Expansion (11)
8. Municipal Golf Course (10)
9. Add 4<sup>th</sup> Full-Time Police Officer (9)
10. Implement CIP into FY16 Budget (9)
11. Code Revisions (9)
12. Provide online payment option for utility bills (8)
13. Creek Clean-Up (7)
14. Adopt a PTO Plan, Disability and Maternity/Adoption Policy (4)
15. Place Cemetery Information Online (4)
16. Later Office Hours (3)

The City Council adopted the following set of goals at their **September 3, 2013** Goal Setting Session:

1. Capital Improvement Plan (CIP) to include sidewalks (20)
2. Bus Barn/Library discussion between Council and School Board (17)
3. Park planning process (14)
4. Renew partnership with CEDCO (13)
5. Street upkeep (11)
6. Funding for HHTD inflatables and fireworks (10)
7. Place cemetery information online (10)
8. Creek Clean-Up (litter clean-up, stream bank stabilization, brush removal, and native plantings, especially at Main Street Bridge) (10)
9. Adopt a stormwater utility (9)
10. Electronic Council packets (IPads, Kindles, Nooks or notebook computers) (8)
11. Continue trail expansion (8)
12. Bike racks downtown (4)

The City Council adopted the following set of goals at their **October 9, 2012** Goal Setting Session:

1. Make repairs to wastewater infrastructure identified in I & I Study (27)
2. Continue I&I work (21)
3. New lift station (12)
4. Develop comp plan and CIP plan (11)
5. Acquire automated water meter reading equipment (10)
6. Two pedestrian bridges across the Wapsi Creek - WB Village to Hoover Trail and Beranek Park to the proposed dog park (10)
7. Street Upkeep (10)
8. Plan for future community center site acquisition and/or purchase (9)
9. Creek clean up (8)
10. Work with School District to increase safety of children going to and from the elementary/middle school complex (7)
11. Adopt plan for Wapsi Creek Park based on recommendations from the Park & Rec Commission (6)
12. Work with Animal Control Commission and community organizations to construct a dog park (5)
13. Update City's Zoning Map (3)

The City Council adopted the following set of goals at their **September 19, 2011** Goal Setting Session:

1. Offer for sale the Cookson Center Property and plan for future community center site acquisition and/or purchase. (10 votes)
2. Parking on Main Street between Parkside Dr and Second Street. (9 votes)
3. Creek clean up. (8 votes)
4. Create stormwater utility. (7 votes)
5. Adopt plan for park space (Wapsi View Trailer Court) based on recommendations from the Park & Rec Commission. (7 votes)
6. Continue I&I work (7 votes)

7. Develop comp plan and CIP plan. (7 votes)
8. Adopt financial and purchasing policies including spending limits and debt limits. (7 votes)
9. Increase funding for Hoover's Hometown Days, including band for fireworks and larger fireworks display. (6 votes)
10. Make repairs to wastewater infrastructure identified in I & I Study. (6 votes)
11. New lift station (6 votes)
12. Provide raises for employees in FY 11 & 12 (6 votes)
13. Update resolution and ordinance books (5 votes)
13. Clear site of Wapsi View Trailer Court and plant grass. (4 votes)
14. Continue second year of funding of the three-year plan to bring up salaries at Library. (4 votes)
15. Work with School District to increase safety of children going to and from the elementary/middle school complex. (4 votes)
16. Increase partnership and level of support for West Branch Main Street. (4 votes)

The City Council adopted the following set of goals at their **September 1, 2010** Goal Setting Session:

1. Consolidate City offices (19 votes)
2. Provide raises for employees in FY 2011/2012 (17 votes)
3. New lift station (15 votes)
4. Continue I&I work (15 votes)
5. Plan for Park and Rec building – Cookson. (15 votes )
6. Look at consolidating cleaning services ( 10 votes)
7. Adopt a PTO plan. Comp to be used as time off only (9 votes)
8. Contract with independent financial advisor (7 votes)
9. Have a teen program for summer (7 votes)
10. Library expansion (7 votes)
11. Acciona to build wind turbine to power City buildings. &/or whole town. (7 votes)
12. Make administrative assistant full time position. (6 votes)
13. Develop comp plan and CIP plan (6 votes)
14. Update resolution and ordinance books (6 votes)
15. Sidewalk plan - repair current sidewalks. Build new sidewalks. (4 votes)
16. Growing population. Need more police officers. (4 votes)
17. Repaint water tower (3 votes)
18. Annex the interstate (3 votes)
19. Conduct an annexation study. (1 vote)
20. Increase revenue for the City (1 vote)