



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

CITY COUNCIL MEETING AGENDA
Monday, February 6, 2017 • 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 January 31, 2017 City Council Meeting.
 - b. Approve minutes from the January 31, 2017 City Council Work Session.
 - c. Approve claims.
 - d. Approve Class C beer license including Class B native wine and Sunday Sales privileges for Shivji LLC DBA BP Amoco.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Resolution 1558, hiring James Holland as a water/wastewater operator for the City of West Branch, Iowa, and setting the salary for the position for fiscal year 2016-2017./Move to action.
 - b. Accept the resignation of Alan Bohanan from the West Branch Preservation Commission./Move to action.
 - c. Accept the resignation of Matt Muckler as city administrator/clerk./Move to action.
 - d. Mayor Roger Laughlin - Appointments/Reappointments/Move to action.
 - i. Councilperson Jordan Ellyson – Cedar County Economic Development Commission (CCEDCO)
 - ii. Hillary Maurer – West Branch Preservation Commission, December 31, 2018
 - e. City Attorney Kevin Olson – Discussion of parcel with unknown owner located west of 307 Water Street.
 - f. Maggie Burger, Speer Financial, Inc. - Annual TIF Report
 - g. Resolution 1561, approving a standard professional services agreement for the facilitation of a city administrator/city clerk search process with Callahan Municipal Consultants, LLC in an amount not to exceed \$12,460./Move to action.
 - h. Resolution 1562, approving a web design contract with Nicholas Shimmin in an amount not to exceed \$2,500./Move to action.

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

CITY COUNCIL MEETING AGENDA
Monday, February 6, 2017 • 7:00 p.m. (continued)
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

- i. Resolution 1563, approving an engineering services agreement with Veenstra & Kimm, Inc for College Street and Second Street Improvements in an amount not to exceed \$72,700./Move to action.
 - j. Resolution 1564, ordering notice of public hearing on proposed plans and specifications, proposed form of contract and estimate of cost for construction of the Main Street Sidewalk - Phase 4 Project for the City of West Branch, Iowa, and the taking of bids therefor./Move to action.
 - k. Resolution 1565, ordering notice of public hearing on proposed plans and specifications, proposed form of contract and estimate of cost for construction of the North First Street Improvements Project for the City of West Branch, Iowa, and the taking of bids therefor./Move to action.
 - l. Resolution 1566, awarding the construction contract for the Main Street Water Main Improvements Project./Move to action.
 - m. Resolution 1567, awarding the construction contract for the Sanitary Sewer Rehabilitation - Phase 2 Project./Move to action.
 - n. Resolution 1568, approving Change Order Three, Revised in the amount of \$13,530.59 on the 4th Street Reconstruction Project./Move to action.
 - o. Resolution 1569, approving Change Order Five in the amount of \$2,524.44 and Pay Estimate Number 6 in the amount of \$33,361.15 on the 4th Street Reconstruction Project./Move to action.
 - p. City Attorney Kevin Olson – Discussion of potential update of the West Branch Urban Renewal Plan, Amended and Restated, May 2016
 - q. Resolution 1570, approving a proposal with Nesper Sign Advertising, Inc. in an amount not to exceed \$769.20 to remove existing vinyl graphics from wayfinding signage and replace with new graphics./Move to action.
 - r. Resolution 1571, approving participation of the Hoover Presidential Foundation on the West Branch Preservation Commission and in the planning process for Hoover’s Hometown Days./Move to action.
 - s. Resolution 1571, approving participation of the communications manager of the Hoover Presidential Foundation on the West Branch Preservation Commission./Move to action.
8. City Staff Reports
 9. Comments from Mayor and Council Members
 10. Adjournment



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CITY COUNCIL WORK SESSION AGENDA
Monday, February 6, 2017
Immediately following regular City Council Meeting
City Council Chambers, 110 North Poplar Street

1. Call to order
2. Roll call
3. FY 2017 Budget Session
 - a. City Administrator Matt Muckler – Rough Draft Revised Employee Handbook
 - b. Council finalizes revenue estimates for all funds
 - c. Council finalizes departmental non-salary expenditures for all funds
 - d. Council finalizes all other changes to the fiscal year 2017-2018 annual budget proposal
4. Council Member Input – Questions and Comments for Staff
5. 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. The minutes are not approved until the next regularly scheduled City Council meeting.)

**West Branch, Iowa
Council Chambers**

City Council Meeting

**January 31, 2017
6:00 p.m.**

Mayor Roger Laughlin called the West Branch City Council meeting to order at 6:02 p.m. Mayor Laughlin then invited the Council, Staff and members of the audience to stand and led the group in the Pledge of Allegiance. Roll call: Mayor Roger Laughlin was present. Council members: Colton Miller, Tim Shields, Mary Beth Stevenson and Jordan Ellyson were present. Brian Pierce arrived at 6:09 p.m. Laughlin welcomed the audience and the following City staff: City Administrator Matt Muckler, Deputy City Clerk Leslie Brick, Finance Officer Gordon Edgar, Police Chief Mike Horihan, Public Works Director Matt Goodale, Park & Recreation Director Melissa Russell and Library Director Nick Shimmin.

APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION.

Approve minutes from the January 5, 2017 Joint Work Session with the West Branch Community School District Board of Directors.

Approve minutes from the January 17, 2017 City Council Meeting.

Approve minutes from the January 17, 2017 City Council Work Session.

Approve claims.

EXPENDITURES	1/31/2017	
AMAZONBOOKS, DVDS,	SUPPLIES	443.03
D&R PEST CONTROL	PEST CONTROL	70.00
DORSEY & WHITNEY LLP	LEGAL FEES	21,700.56
IOWA LIBRARY ASSOCIATION	MEMBERSHIP RENEWAL	75.00
KINGDOM GRAPHICS LLC	LOGO/DECALS FOR TRUCKS	400.00
LYNCH'S EXCAVATING INC	REPAIR DRIVEWAY	11,510.25
MENARDS	TOWN HALL RESTROOM RENOVATION	1,099.49
OVERDRIVE INC	EBOOKS	232.96
VERIZON WIRELESS	VERIZON WIRELESS	858.57
WEST BRANCH FORD	REPAIR PARTS	349.13
TOTAL		36,738.99
PAID BETWEEN MEETINGS		
IOWA INSURANCE DIVISION	CEMETERY REPORT FILING FEE	10.00
JOHN DEERE FINANCIAL	UNIFORMS AND SUPPLIES	460.69
MEDIACOM	CABLE SERVICE	40.90
MISCELLANEOUS VENDOR	JULIE RADFORD-UTILITY REFUND	55.63
PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE METER	500.00
UPS	SEWER-SHIPPING	41.89
TOTAL		1,109.11
PAYROLL	01-27-17	46,219.15
GRAND TOTAL EXPENDITURES		84,067.25
FUND TOTALS		
001 GENERAL FUND	40,705.75	
022 CIVIC CENTER	1,099.49	
031 LIBRARY	5,624.70	
110 ROAD USE TAX	2,491.46	
112 TRUST AND AGENCY	10,073.53	
600 WATER FUND	16,165.89	
610 SEWER FUND	7,906.43	
GRAND TOTAL	84,067.25	

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

COMMUNICATIONS/OPEN FORUM

Pete Swisher, Superintendent of the National Park gave an update on the summer concert series on the Village Green. He stated the line-up for June has been set and July was in process. He added that this year there would be a lot of variety in hopes to increase attendance. Swisher also mentioned that this event is a cost-shared event with the City of West Branch.

Clara Oleson, resident of West Branch suggested that the city consider a preventative action plan for the recent immigration changes and how that could impact West Branch. Councilperson Stevenson noted that West Liberty could be a resource for the city should the need arise.

PUBLIC HEARING/NON-CONSENT AGENDA

Accept the resignation of Jan Cretin from the Library Board of Trustees./Move to action.

Motion by Ellyson, second by Stevenson to accept the resignation. AYES: Ellyson, Stevenson, Miller, Pierce, Shields. Motion carried.

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

Alan Bohanan – West Branch Preservation Commission, Dec. 31, 2018

Karen Suchomel – West Branch Preservation Commission, Dec. 31, 2019

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

Resolution 1560, expressing support for the creation of the Lower Cedar River Watershed Management Authority./Move to action.

Stevenson explained that this is a cooperative effort between the cities, counties and communities to develop a plan to address flooding and water quality issues. Mayor Laughlin said he had been in touch with West Liberty and they were also interested in participating. Stevenson stated that a meeting was scheduled for March 3, 2017. Motion by Stevenson, second by Shields to approve Resolution 1560. AYES: Stevenson, Shields, Miller, Pierce, Ellyson. Motion carried.

Pat Callahan – Human Resources Discussion

Muckler announced that he intends to submit his resignation to the Council at the February 6, 2017 Council meeting. He stated that he is committed to completing the FY18 budget, creating a list of projects with contact information and helping Council and staff with a smooth transition. Muckler stated that this was a bitter sweet announcement but is looking forward to his career move. Stevenson thanked Muckler for his service and said she was not surprised that another city was interested in his knowledge and abilities. She suggested that Muckler be given an exit interview to see where the city could make improvements. Laughlin also thanked Muckler and said the he had done a great job and will work with Muckler on the transition.

Pat Callahan of Callahan Municipal Consultants, LLC addressed the council and said he had been contacted by the Mayor and Mayor Pro-tem Miller on assisting the city on the recruitment of a new city administrator. Callahan provided his extensive background in municipal government including serving many years as a city administrator/manager for other Iowa cities. He outlined his recruitment process and said that their involvement would be critical in selecting the city's next administrator. Callahan provided the Council with a list of services that he provides in the recruitment process which can be tailored to suit the city's needs. He provided a standard proposal of services.

CITY STAFF REPORTS

Finance Director Gordon Edgar – Timing of Health Insurance Policy

Edgar stated that he had been in contact with Wellmark to discuss the possibility of changing the city's renewal date to better coincide the annual budgeting process. Edgar confirmed that changing the renewal date would not affect the current grandfathered plan status or the rates, but would shorten the renewal rates for the upcoming plan year. Council agreed that this would help with the budgeting process and directed Edgar to request the change to February 1st.

City Engineer Dave Schechinger – Water and Sewer Bid Tabulations

Schechinger stated that the city had received nine bids for the Main Street Water Main Improvements project ranging from \$153,000 to \$237,000. The low bid was with KMA Trucking & Excavating at \$153,709.94. Schechinger said he had been in touch with the contractor to discuss their bid. He stated that the contractor bid the project based on directional boring concept. Schechinger said the bid was not set up for directional boring so he would be speaking with city’s attorney to discuss how to proceed. Schechinger said he would have a recommendation for the Council at the February 6, 2017 meeting.

Schechinger stated that the city had received three bids for the Sanitary Sewer Rehabilitation –Phase 2 project ranging from \$132,000 to \$174,000. The low bid was from Municipal Pipe & Tool Co. LLC at \$132,528.75. The second lowest was with Visu-Sewer, Inc. at \$136,370.50. Schechinger said both companies were capable and had worked with both in the past.

City Engineer Dave Schechinger – Herbert Hoover Highway & County Line Road Intersection Update

Schechinger stated that he had a conversation with an engineer at Johnson County Secondary Roads regarding a traffic study that was done on West Main Street over concerns with the high school entrance, Meadows Phase 3 and the Cedar-Johnson Road intersection. Schechinger stated that Johnson County has revised their CIP for 2021 to include reconstructing Herbert Hoover Highway from Interstate 80 to Cedar-Johnson Road. Schechinger said he would be setting up a meeting to share some preliminary design concepts with Johnson County and discuss cost sharing for this project.

City Engineer Dave Schechinger – Cost of converting basin from dry to wet in Meadows Subdivision – Phase 3

Schechinger provided some rough numbers on converting the proposed dry basin to a wet basin based on the original concept design from KLM Development. He stated that additional excavation and that would be needed to support aquatic life suitable for fishing and other activities to be an estimated \$200,000 to \$350,000 dollars. Laughlin stated that he had spoken with two of the partners of KLM and said they would be willing to front the cost of a wet bottom basin if they were reimbursed. Laughlin suggested TIF dollars for the reimbursement.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

No additional comments.

ADJOURNMENT

Motion to adjourn regular meeting by Miller, second by Pierce. Motion carried on a voice vote. City Council meeting adjourned at 7:25 p.m.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, Deputy City Clerk

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

**West Branch, Iowa
Council Chambers**

City Council Work Session

**January 31, 2017
immediately following
City Council meeting**

Mayor Roger Laughlin called the City Council Work Session to order at 7:30 p.m. Roll call: Mayor Roger Laughlin was present. Council members: Colton Miller, Mary Beth Stevenson, Tim Shields, Brian Pierce and Jordan Ellyson were present. Laughlin welcomed the audience and the following City staff: City Administrator Matt Muckler, Deputy City Clerk Leslie Brick, Finance Officer Gordon Edgar, Police Chief Mike Horihan, Library Director Nick Shimmin, Park & Recreation Director Melissa Russel and Public Works Director Matt Goodale.

FY 2017 Budget Session

City Administrator Matt Muckler - Revenue estimates for all funds

Muckler presented FY16 and FY17 general fund revenue estimates comparing the similarities and differences between the two years noting that FY18 has approximately \$30,000 less available in the non-salary general fund expenditures due to the TIF asking.

City Engineer Dave Schechinger – Continued discussion on N. 1st Street Options

Schechinger presented three options with cost estimates for Council consideration. The first estimate received (\$227,500.00) was for the preliminary estimate for the project. Schechinger then said the second estimate (\$300,120.00) includes the relocating of utilities and replacing some areas of concrete in the work site. The third estimate (\$375,710.00) includes a total reconstruction of First Street with all of the needed repairs including a new concrete street and sidewalks on both sides from Main to Green Street.

Councilperson Mary Beth Stevenson - Orange Street (4th to 5th) Street and Stormwater BMP Improvements

Stevenson reported that a meeting was held with Shive Hattery recently regarding storm water issues on West Orange Street. A resident who lives on this street contacted the engineer with concerns on their property with flooding and storm water due to lack of infrastructure along this street. Shive Hattery provided a concept for construction of bio-swales along West Orange to help slow down the water with an estimated cost of \$54,165.00. Stevenson said she supports the concept and would like to see the city use storm water fees for projects like these and that this street would be ideal with its current lack of infrastructure. Stevenson also noted that public works attended this meeting and would be responsible for ongoing maintenance of the bio-swales. Miller asked for a cost comparison for adding standard infrastructure versus the bio-swale option.

Department Director Budget Presentations

Parks and Recreation Director Melissa Russell – Community Events and Economic Development Budget Proposals

Russell reviewed the budget for the Community Events and noted that needed cuts were made to the advertising, community events and miscellaneous supplies lines. Laughlin spoke up and requested that Cedar County Economic Development (CCEDCO) dues be cut. However, Muckler stated that CCEDCO offers an important outreach of expertise and advice on economic development and affordable housing, facilitation of Cedar county clerks meetings, social media training, coordination with the East Central Intergovernmental Association (ECIA) and in particular noted their assistance with the Downtown East Redevelopment Project. Council was not in favor of terminating the City's relationship with CCEDCO. Muckler suggested a member of Council or city staff be considered as the city's representative on the CCEDCO Board.

Public Works Director Matt Goodale - Water, Sewer, and Stormwater Budget Proposals

Goodale highlighted a few areas on the water budget that would include installing an additional radio reading devices on seventy homes, pull and inspecting well #six and do any maintenance needed, inspection and cleaning of storage facilities and create a set aside fund for painting water tower #2. Goodale went onto highlight a few areas in the sewer budget that would allow for replacing blowers at the sewer lagoons, replace a leaking airline and the sewer lagoon and point repairs for a portion of phase 3. Muckler reviewed the storm water budget and

said that is steadily increasing since the program began. He commented on some of the storm water projects that the proceeds were funding and reviewed potential projects for the upcoming fiscal year.

Kevin Rogers, Executive Director with Community Development Group (CDG) interrupted the meeting to voice his dissatisfaction with the city cutting CDG's advertising budget. He said he was encouraged by the Council to itemize their funding request and stated that both he and the board felt penalized for doing so. He also stated that the city did not reach out to CDG for economic development assistance. Rogers further stated that he had to leave the meeting to finish writing a grant.

Finance Director Gordon Edgar – Debt Service Budget Proposal

Edgar stated that the projected debt the city will pay off in FY18 is \$613,403. \$252,000 will come from property taxes and the balance will come from water and sewer revenue. LOST, and TIF.

Library/IT Director Nick Shimmin – Cable Access Budget Proposal

Shimmin stated the budget is closely related to the franchise fees that are received. The funds are used for videography services, utility services, IT services and replacing of old equipment.

Public Works Director Matt Goodale – Street Lighting and Town Hall Budget Proposals

Goodale reviewed the budget for street lighting and said that it used mainly for electricity. He also reviewed the Town Hall budget and noted that this budget will increase slightly for cleaning services and future improvements.

Finance Director Gordon Edgar – Mayor, Clerk & Treasurer, and Legal Services Budget Proposals

Muckler reviewed this budget proposal and noted that this area was cut approximately \$30,000. Areas reduced were in training and travel, office supplies, technology services, building inspector salary, and legal services.

City Administrator Matt Muckler – Revolving Loan Fund and Capital Projects Budget Proposals

Muckler commented that staff was in the process of adding all of the capital projects to the budget worksheets in order to track each project budget and expenditures. Muckler requested consideration to use the revolving loan fund for two projects. The first project for consideration is completing the Heritage Square project and suggested finding a grant to offset the cost of the project. He stated the West Branch Preservation Commission had the design complete and the project is waiting for funds to begin construction. Muckler also said that the Hilltop development is moving forward and noted that it will have a private drive without access for a sidewalk. Muckler said that he had been discussing the possibility of exchanging a sidewalk with the construction of the trail that currently exists on the property.

Council reviews all non-salary expenditures

Muckler reviewed \$98,000 that was cut from the budget by department to balance the budget. Affected general fund non-salary expenditures are: Clerk & Treasurer, Police Department, Community & Cultural, Cemetery, Park & Recreation, Roads & Streets, Legal Services and Mayor and Council. Stevenson expressed concern that vital areas not be cut unnecessarily if others areas or projects could be delayed.

Council Member Input - Questions and Comments for Staff

Ellyson stated that CDG should be writing grants for the downtown projects and noted that she was disappointed in the lack of accomplishments in the past year. Miller also stated his concerns with CDG and suggested that the Council give the group parameters and a list of things to get accomplished. Pierce also asked what the city was getting for the money they give to the organization. Shields also questioned why they were not completing the items on the list previously supplied to them. Muckler reviewed a few items on the list previously given to Main Street (CDG) to accomplish citing wayfinding signage, grant writing for Heritage Square improvements and a business recognition program that the Council had input in.

Miller and Laughlin raised the question if there was a more efficient way to do the budget process. The Council discussed for a few minutes then determined that the current way allows for a dialogue between all parties.

ADJOURNMENT

Motion to adjourn the work session by Shields, second by Ellyson. Motion carried on a voice vote. City Council Work session adjourned at 9:36 p.m.

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, Deputy City Clerk

EXPENDITURES**2/6/2017**

BAKER & TAYLOR INC.	BOOKS	66.99
CDW GOVERNMENT INC.	ANTI-VIRUS SOFTWARE	296.81
CEDAR RAPIDS PHOTO COPY IN	COPIER MAINTENANCE	92.93
COMPASS MINERALS AMERICA I	SALT	1,648.03
CULLIGAN WATER TECHNOLOGIE	WATER SOFTENER SERVICE	35.20
ELECTICAL ENGINEERING & EQ	ELECTICAL ENGINEERING & EQUIPM	64.09
F&B COMMUNICATIONS INC	WEB HOSTING	34.95
HAWKINS INC	CHEMICALS	1,432.95
HBK ENGINEERING LLC	309 PH 1 PARK IMP PROF SERVICE	560.00
HILL, SHERRY	VIDEOTAPING SERVICES	200.00
IOWA ONE CALL	LOCATION SERVICE	9.90
KINGDOM GRAPHICS LLC	NEW WALL LOGO	125.00
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,344.03
LOVETINSKY AUTOGLASS	GLASS REPLACEMENT	340.00
MENARDS	REMODELING SUPPLIES	346.95
MUNICIPAL SUPPLY INC.	REPAIR SUPPLIES	550.00
NATIONAL ASSOCIATION OF SC	DUES STEEN	40.00
OASIS ELECTRIC LLC	EQUIPMENT REPAIR	956.59
OLSON, KEVIN D	LEGAL FEES	1,500.00
QUALITY ENGRAVED SIGNS	NAME PLATES	60.00
QUILL CORP	OFFICE SUPPLIES	537.10
THOMAS HEATING & AIR LLC	REPAIR SERVICE	345.50
VEENSTRA & KIMM INC.	ENG-MAIN ST/WATER ST MAIN IMP	39,029.05
WATER SOLUTIONS UNLIMITED	CHEMICALS	2,576.06
WERLING ABSRACT COMPANY	LIEN SEARCH COLE PROPERTY	550.00
WEST BRANCH COMMUNITY DEVE	CHRISTMAS GREENERY	142.00

TOTAL 52,884.13**PAID BETWEEN MEETINGS**

MISCELLANEOUS VENDOR	PAM SCHOWALTER-UTILITY REFUND	66.57
US BANK CORPORATE CARD	SUPPLIES, OFFICE EQUIPMENT	435.82
UPS	SEWER-SHIPPING	21.03

TOTAL 523.42**GRAND TOTAL EXPENDITURES 53,407.55****FUND TOTALS**

001 GENERAL FUND	6,332.33
022 CIVIC CENTER	531.99
031 LIBRARY	637.28
110 ROAD USE TAX	1,699.90
308 PARK IMP - PEDERSEN VALLEY	14,000.00
309 PHASE I PARK IMPROVEMENTS	560.00
310 COLLEGE STREET BRIDGE	4,643.00
313 MAIN ST SIDEWALK-PHASE 4	9,135.00
314 N FIRST ST IMPROVEMENTS	8,635.00
316 I & I LINE/GROUT PH 2	336.40
600 WATER FUND	5,862.20
610 SEWER FUND	1,034.45
	-

GRAND TOTAL 53,407.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	QUILL CORP	COPIER SUPPLIERS	77.99
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	298.26
		NATIONAL ASSOCIATION OF SCHOOL RESOURC	DUES STEEN	40.00
		LOVETINSKY AUTOGLASS	GLASS REPLACEMENT	340.00
		CDW GOVERNMENT INC.	ANTI-VIRUS SOFTWARE	296.81
			TOTAL:	1,053.06
FIRE OPERATION	GENERAL FUND	QUILL CORP	COPIER TONER	115.27
		LIBERTY COMMUNICATIONS	COPIER SUPPLIERS	330.86
			TELEPHONE SERVICE	102.16
			TELEPHONE SERVICE	44.14
		CULLIGAN WATER TECHNOLOGIES	WATER SOFTENER SERVICE	35.20
			TOTAL:	627.63
ROADS AND STREETS	GENERAL FUND	VEENSTRA & KIMM INC.	CIP COST ESTIMATES	476.00
			TOTAL:	476.00
PARK & RECREATION	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	155.13
			TOTAL:	155.13
CLERK & TREASURER	GENERAL FUND	F&B COMMUNICATIONS INC	WEB HOSTING	34.95
		QUILL CORP	OFFICE SUPPLIES	6.79
		QUALITY ENGRAVED SIGNS	NAME PLATES	60.00
		VEENSTRA & KIMM INC.	ZONING ADMIN COORDINATION	340.20
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	289.70
		WERLING ABSRACT COMPANY	LIEN SEARCH-WEISMAN TRUST	250.00
		KINGDOM GRAPHICS LLC	NEW WALL LOGO	125.00
LEGAL SERVICES	GENERAL FUND	OLSON, KEVIN D	LEGAL FEES	1,500.00
			TOTAL:	1,500.00
LOCAL CABLE ACCESS	GENERAL FUND	LIBERTY COMMUNICATIONS HILL, SHERRY	TELEPHONE SERVICE	67.50
			VIDEOTAPING SERVICES	200.00
			TOTAL:	267.50
COMMISSION	GENERAL FUND	VEENSTRA & KIMM INC. WERLING ABSRACT COMPANY	PV-MULTI FAMILY REVIEW	826.20
			LIEN SEARCH COLE PROPERTY	300.00
			TOTAL:	1,126.20
TOWN HALL	CIVIC CENTER	MENARDS WEST BRANCH COMMUNITY DEVELOPMENT GROU LIBERTY COMMUNICATIONS	REMODELING SUPPLIES	260.66
			REMODELING SUPPLIES	86.29
			CHRISTMAS GREENERY	142.00
			TELEPHONE SERVICE	43.04
			TOTAL:	531.99
LIBRARY	LIBRARY	CEDAR RAPIDS PHOTO COPY INC	COPIER MAINTENANCE	81.16
		QUILL CORP	OFFICE SUPPLIES	11.77
		BAKER & TAYLOR INC.	OFFICE SUPPLIES	6.19
		LIBERTY COMMUNICATIONS	BOOKS	66.99
			TELEPHONE SERVICE	188.48
			TOTAL:	354.59
ROADS & STREETS	ROAD USE TAX	LIBERTY COMMUNICATIONS COMPASS MINERALS AMERICA INC	TELEPHONE SERVICE	51.87
			SALT	1,648.03
			TOTAL:	1,699.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
INVALID DEPARTMENT	PARK IMP - PEDERSE	VEENSTRA & KIMM INC.	308 PARK IMP GILBERT DR EX	14,000.00
			TOTAL:	14,000.00
INVALID DEPARTMENT	PHASE I PARK IMPRO	HBK ENGINEERING LLC	309 PH 1 PARK IMP PROF SER	560.00
			TOTAL:	560.00
INVALID DEPARTMENT	COLLEGE STREET BRI	VEENSTRA & KIMM INC.	310 COLLEGE ST BRIDGE	4,643.00
			TOTAL:	4,643.00
INVALID DEPARTMENT	MAIN ST SIDEWALK-P	VEENSTRA & KIMM INC.	313 MAIN ST SIDEWALK PH 4	9,135.00
			TOTAL:	9,135.00
INVALID DEPARTMENT	N FIRST ST IMPROV	VEENSTRA & KIMM INC.	314 NO FIRST ST IMPROVEMEN	8,635.00
			TOTAL:	8,635.00
INVALID DEPARTMENT	I & I LINE/GROUT P	VEENSTRA & KIMM INC.	316 SAN SEWER REHAB I & I	336.40
			TOTAL:	336.40
WATER OPERATING	WATER FUND	IOWA ONE CALL	LOCATION SERVICE	4.95
		MUNICIPAL SUPPLY INC.	REPAIR SUPPLIES	550.00
		THOMAS HEATING & AIR LLC	REPAIR SERVICE	345.50
		HAWKINS INC	CHEMICALS	1,432.95
		WATER SOLUTIONS UNLIMITED INC.	CHEMICALS	2,576.06
		VEENSTRA & KIMM INC.	ENG-MAIN ST/WATER ST MAIN	637.25
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	51.87
		ELECTICAL ENGINEERING & EQUIPMENT CO	ELECTICAL ENGINEERING & EQ	64.09
			TOTAL:	5,662.67
SEWER OPERATING	SEWER FUND	IOWA ONE CALL	LOCATION SERVICE	4.95
		OASIS ELECTRIC LLC	EQUIPMENT REPAIR	956.59
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	51.88
			TOTAL:	1,013.42

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

001	GENERAL FUND	6,312.16
022	CIVIC CENTER	531.99
031	LIBRARY	354.59
110	ROAD USE TAX	1,699.90
308	PARK IMP - PEDERSEN VALLE	14,000.00
309	PHASE I PARK IMPROVEMENTS	560.00
310	COLLEGE STREET BRIDGE	4,643.00
313	MAIN ST SIDEWALK-PHASE 4	9,135.00
314	N FIRST ST IMPROVEMENTS	8,635.00
316	I & I LINE/GROUT PH 2	336.40
600	WATER FUND	5,662.67
610	SEWER FUND	1,013.42

	GRAND TOTAL:	52,884.13

RESOLUTION 1558

A RESOLUTION HIRING JAMES HOLLAND AS A WATER/WASTEWATER OPERATOR FOR THE CITY OF WEST BRANCH, IOWA, AND SETTING THE SALARY FOR THE POSITION FOR FISCAL YEAR 2016-2017.

WHEREAS, the City of West Branch is interested in hiring James Holland as a water/wastewater operator.

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

Section 1. That the City of West Branch, Iowa will hire James Holland as a water/wastewater operator.

Section 2. The following person and position named shall be paid the hourly wage indicated and the City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions for the amounts set out below, and make such contributions to IPERS and Social Security or other purposes as required by law or authorization of the Council:

Position	Name	Wage	Basic Hours
Water/Wastewater Operator	James Holland	\$16.00/hour	40/week

SECTION 3. The above named employee is subject to the City of West Branch Personnel Policies and Procedures applicable to their department.

SECTION 4. This resolution will be effective upon final passage of the City Council.

Passed and Approved this 6th day of February, 2017.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



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

Office of the City Administrator

February 6, 2017

City of West Branch, Iowa
Attn: Mayor and City Council
110 N. Poplar Street
West Branch, Iowa 52358

Dear Mayor Laughlin and Members of the City Council:

Over the last six and a half years, it has been my privilege to serve the residents of West Branch as the city administrator/clerk. During that time, the City's elected officials, working together with city staff, partner organizations, residents and other volunteers, have been successful in bettering the City of West Branch in many areas.

There has been an incredible amount of infrastructure improvements in the City, as well as enhancements to quality of life programs and public safety services. It is my hope that I played at least a small role in that progress. Please accept this letter as formal notification that I am resigning from my position as city administrator/clerk with the City of West Branch, Iowa. My last day will be March 22, 2017.

In the meantime, I am committed to completing the fiscal year 2017-2018 annual budget and doing everything I can during this transition period to leave the City in a strong position when I depart. I wish you all the best, and I hope to stay in touch in the future.

Moving forward, I am confident that the City of West Branch will be successful in continuing the progress of the last several years. West Branch is a growing community with an engaged citizenry and has all of the characteristics in place for future success.

Sincerely,

Matt Muckler
City Administrator

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

**City of West Branch
Advisory Board/Commission
Application Form**

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of West Branch.

When a vacancy occurs an announcement of that vacancy will be posted. No sooner than two weeks later the Mayor and City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Name of Board or Commission: West Branch Historic Preservation Date: 2/3/17

Your Name: Hillary Maurer Street Address: 127 N 4th St

Do you live within the corporate limits of West Branch? Yes No

How long have you been a resident of West Branch? 30 yrs

Occupation: Environmental Scientist Employer: Self

Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I have a keen interest in preserving the past - it should guide our future.
I live in a turn-of-the-century home and understand some of the
challenges of honoring the past while moving forward.

What particular contributions do you feel you can make to this board or commission?

I have served on many boards and I understand processes. I
like to thoroughly study issues so I can contribute effectively.

DATE: 1/20/17
TIME: 11:22:02
016 CEDAR COUNTY
2017

REAL ESTATE
INQUIRY LISTING

PROGRAM: RLII1002
PAGE: 1

PID: 050013081300010 00 Tax Dist: 500 000 Class: R
Map#: 348 GIS#:

Property Location:

Property Ownership:
000007289 DED Unknown Owner

PRIMARY
Beg 3/23/2012
End

00000-0000

Misc: Exempt Code: UN Vin

Sec-Twp-Rng: 000 000 000 Cty-Adn-Blk: Title

Legal:
W 50' AABAN RR S OF BLK 8 & W OF WATER ST

Value:

Typ	Desc	Value	Acres	CSR	DU	Bl
LND	Land	7,130			00	00
	Gross	7,130				
	Exempt					
	PtExempt					
	Drainage					
	Taxable					

City of West Branch, Cedar County, IA

General Obligation Debt

Date	Fiscal Year	2013		2013		2015		2016A		FY
		\$2,730,000 GO Corp Purp & Ref Bonds		\$400,000 G.O. Property Acquisition Note		\$855,000 GO Corp Purp Bonds		\$1,000,000 G.O. Corp. Purp.Bond		
		Principal	Principal & Interest	"callable" Principal	Principal & Interest	Principal	Principal & Interest	Principal	Principal & Interest	
01-Dec-2016			\$ 19,295.00			\$ 7,650.00				
01-June-2017	2017	\$ 165,000.00	184,295.00	\$ 100,000.00	\$ 100,000.00	\$ 80,000.00	87,650.00		\$ 13,734.50	17
01-Dec-2017			18,470.00			7,210.00			7,923.75	
01-June-2018	2018	165,000.00	183,470.00	65,835.00	65,835.00	85,000.00	92,210.00	\$ 85,000.00	92,923.75	18
01-Dec-2018			17,645.00			6,572.50			7,498.75	
01-June-2019	2019	165,000.00	182,645.00			85,000.00	91,572.50	85,000.00	92,498.75	19
01-Dec-2019			16,737.50			5,935.00			7,073.75	
01-June-2020	2020	170,000.00	186,737.50			85,000.00	90,935.00	85,000.00	92,073.75	20
01-Dec-2020			15,675.00			5,127.50			6,521.25	
01-June-2021	2021	175,000.00	190,675.00			85,000.00	90,127.50	85,000.00	91,521.25	21
01-Dec-2021			14,450.00			4,320.00			5,968.75	
01-June-2022	2022	175,000.00	189,450.00			90,000.00	94,320.00	90,000.00	95,968.75	22
01-Dec-2022			13,093.75			3,330.00			5,293.75	
01-June-2023	2023	180,000.00	193,093.75			90,000.00	93,330.00	90,000.00	95,293.75	23
01-Dec-2023			11,563.75			2,340.00			4,618.75	
01-June-2024	2024	185,000.00	196,563.75			95,000.00	97,340.00	90,000.00	94,618.75	24
01-Dec-2024			9,852.50			1,200.00			3,831.25	
01-June-2025	2025	190,000.00	199,852.50			100,000.00	101,200.00	95,000.00	98,831.25	25
01-Dec-2025			7,952.50						3,000.00	
01-June-2026	2026	80,000.00	87,952.50					95,000.00	98,000.00	26
01-Dec-2026			7,032.50						2,050.00	
01-June-2027	2027	80,000.00	87,032.50					100,000.00	102,050.00	27
01-Dec-2027			6,112.50						1,050.00	
01-June-2028	2028	80,000.00	86,112.50					100,000.00	101,050.00	28
01-Dec-2028			5,112.50							
01-June-2029	2029	85,000.00	90,112.50							29
01-Dec-2029			4,050.00							
01-June-2030	2030	85,000.00	89,050.00							30
01-Dec-2030			2,775.00							
01-June-2031	2031	90,000.00	92,775.00							31
01-Dec-2031			1,425.00							
01-June-2032	2032	95,000.00	96,425.00							32
		\$ 2,165,000.00	\$ 2,507,485.00	\$ 165,835.00	\$ 165,835.00	\$ 795,000.00	\$ 882,370.00	\$ 1,000,000.00	\$ 1,123,394.50	

Speer Financial, Inc.
January 13, 2017

City of West Branch, Cedar County, IA

General Obligation Debt

2016B																			
\$400,000 G.O. Taxable U.R. Bonds																			
Issued: 6/28/2016 TIC - 2.27%																			
FY	Principal	Principal & Interest	Total	Total Principal & Interest	Less Sewer Revenue	Less Water Revenue	Less LOST Revenue (2106A)	Less T.I.F. Revenue	Total Property Taxes	FY									
			Principal		Revenue	Revenue	Revenue	Revenue											
		7,145.67	\$ 345,000.00	\$ 26,945.00															
17		4,122.50		392,825.17	\$ 89,875.00	\$ 113,715.00	\$ 3,158.94	\$ 48,840.99	\$ 167,339.18	17									
		4,122.50	400,835.00	37,726.25															
18		4,122.50		438,561.25	89,225.00	112,715.00	23,194.93	73,460.82	200,886.68	18									
		4,122.50		35,838.75															
19	\$ 45,000.00	49,122.50	380,000.00	415,838.75	88,575.00	111,715.00	22,999.43	118,231.32	133,156.18	19									
		3,773.75		33,520.00															
20	45,000.00	48,773.75	385,000.00	418,520.00	87,860.00	115,615.00	22,803.93	117,304.32	131,260.68	20									
		3,425.00		30,748.75															
21	50,000.00	53,425.00	395,000.00	425,748.75	92,047.50	114,302.50	22,549.78	121,308.48	128,839.02	21									
		2,950.00		27,688.75															
22	50,000.00	52,950.00	405,000.00	432,688.75	91,067.50	112,832.50	23,445.63	121,410.12	135,067.38	22									
		2,475.00		24,192.50															
23	50,000.00	52,475.00	410,000.00	434,192.50	89,982.50	116,205.00	23,135.13	120,095.62	132,101.88	23									
		1,925.00		20,447.50															
24	50,000.00	51,925.00	420,000.00	440,447.50	93,792.50	114,335.00	22,824.63	80,644.12	172,123.38	24									
		1,375.00		16,258.75															
25	55,000.00	56,375.00	440,000.00	456,258.75	92,405.00	117,300.00	23,612.38	85,468.88	177,343.62	25									
		687.50		11,640.00															
26	55,000.00	55,687.50	230,000.00	241,640.00	95,905.00		23,230.00	83,645.00	73,730.00	26									
				9,082.50															
27			180,000.00	189,082.50	94,065.00		23,943.00	28,107.00	75,993.00	27									
				7,162.50															
28			180,000.00	187,162.50	92,225.00		23,483.00	27,567.00	74,533.00	28									
				5,112.50															
29			85,000.00	90,112.50	95,225.00				-	29									
				4,050.00															
30			85,000.00	89,050.00	93,100.00				-	30									
				2,775.00															
31			90,000.00	92,775.00	95,550.00				-	31									
				1,425.00															
32			95,000.00	96,425.00	97,850.00				-	32									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">\$ 400,000.00</td> <td style="width: 10%; text-align: right;">\$ 456,858.17</td> <td style="width: 10%; text-align: right;">\$ 4,525,835.00</td> <td style="width: 10%; text-align: right;">\$ 5,135,942.67</td> <td style="width: 10%; text-align: right;">\$ 1,478,750.00</td> <td style="width: 10%; text-align: right;">\$ 1,028,735.00</td> <td style="width: 10%; text-align: right;">258,380.78</td> <td style="width: 10%; text-align: right;">\$ 1,026,083.67</td> <td style="width: 10%; text-align: right;">\$ 1,602,374.00</td> </tr> </table>											\$ 400,000.00	\$ 456,858.17	\$ 4,525,835.00	\$ 5,135,942.67	\$ 1,478,750.00	\$ 1,028,735.00	258,380.78	\$ 1,026,083.67	\$ 1,602,374.00
	\$ 400,000.00	\$ 456,858.17	\$ 4,525,835.00	\$ 5,135,942.67	\$ 1,478,750.00	\$ 1,028,735.00	258,380.78	\$ 1,026,083.67	\$ 1,602,374.00										

City of West Branch, Cedar County, IA

Revenue Debt

*Does not count against the City's debt capacity

Date	Fiscal Year	2005		2007		Total Principal	Total Principal & Interest	Less Water Revenue	Total Property Taxes	FY
		Principal	Principal & Interest	Principal	Principal & Interest					
01-Dec-2016	2017	\$ 43,000.00	\$ 4,313.75	\$ 4,000.00	\$ 690.00	\$ 47,000.00	\$ 5,003.75	\$ 58,355.00	\$ -	17
01-June-2017			\$ 48,546.25		\$ 4,805.00					
01-Dec-2017	2018	\$ 44,000.00	3,937.50	\$ 4,000.00	630.00	\$ 48,000.00	\$ 4,567.50	\$ 58,365.00	\$ -	18
01-June-2018			\$ 49,062.50		\$ 4,735.00					
01-Dec-2018	2019	\$ 46,000.00	3,552.50	\$ 4,000.00	570.00	\$ 50,000.00	\$ 4,122.50	\$ 59,355.00	\$ -	19
01-June-2019			\$ 50,567.50		\$ 4,665.00					
01-Dec-2019	2020	\$ 47,000.00	3,150.00	\$ 4,000.00	510.00	\$ 51,000.00	\$ 3,660.00	\$ 59,305.00	\$ -	20
01-June-2020			\$ 51,050.00		\$ 4,595.00					
01-Dec-2020	2021	\$ 48,000.00	2,738.75	\$ 5,000.00	450.00	\$ 53,000.00	\$ 3,188.75	\$ 59,135.00	\$ -	21
01-June-2021			\$ 51,521.25		\$ 4,425.00					
01-Dec-2021	2022	\$ 50,000.00	2,318.75	\$ 5,000.00	375.00	\$ 55,000.00	\$ 2,693.75	\$ 61,112.50	\$ -	22
01-June-2022			\$ 52,981.25		\$ 5,437.50					
01-Dec-2022	2023	\$ 51,000.00	1,881.25	\$ 5,000.00	300.00	\$ 56,000.00	\$ 2,181.25	\$ 60,950.00	\$ -	23
01-June-2023			\$ 53,418.75		\$ 5,350.00					
01-Dec-2023	2024	\$ 53,000.00	1,435.00	\$ 5,000.00	225.00	\$ 58,000.00	\$ 1,660.00	\$ 61,767.50	\$ -	24
01-June-2024			\$ 54,845.00		\$ 5,262.50					
01-Dec-2024	2025	\$ 55,000.00	971.25	\$ 5,000.00	150.00	\$ 60,000.00	\$ 1,121.25	\$ 62,545.00	\$ -	25
01-June-2025			\$ 56,248.75		\$ 5,175.00					
01-Dec-2025	2026	\$ 56,000.00	490.00	\$ 5,000.00	75.00	\$ 61,000.00	\$ 565.00	\$ 62,282.50	\$ -	26
01-June-2026			\$ 56,630.00		\$ 5,087.50					
		\$ 493,000.00	\$ 549,660.00	\$ 46,000.00	\$ 53,512.50	\$ 539,000.00	\$ 603,172.50	\$ 603,172.50	\$ -	

Speer Financial, Inc.
February 2, 2017

City of West Branch, Cedar County County, Iowa

T.I.F. Rebate Obligations

		Casey's Marketing Company *Annual Appropriation NTE: \$561,348.65			Total	Total
Date	Fiscal	Taxable Value	Rebate	FY	Taxable Value	Rebate
01-Dec-2016 01-June-2017	2017			17		
01-Dec-2017 01-June-2018	2018			18		
01-Dec-2018 01-June-2019	2019	\$ 810,000	\$ 28,067.00	19	\$ 810,000	\$ 28,067.00
01-Dec-2019 01-June-2020	2020	810,000	28,067.00	20	810,000	28,067.00
01-Dec-2020 01-June-2021	2021	810,000	28,067.00	21	810,000	28,067.00
01-Dec-2021 01-June-2022	2022	810,000	28,067.00	22	810,000	28,067.00
01-Dec-2022 01-June-2023	2023	810,000	28,067.00	23	810,000	28,067.00
01-Dec-2023 01-June-2024	2024	810,000	28,067.00	24	810,000	28,067.00
01-Dec-2024 01-June-2025	2025	810,000	28,067.00	25	810,000	28,067.00
01-Dec-2025 01-June-2026	2026	810,000	28,067.00	26	810,000	28,067.00
01-Dec-2026 01-June-2027	2027	810,000	28,067.00	27	810,000	28,067.00
01-Dec-2027 01-June-2028	2028	810,000	28,067.00	28	810,000	28,067.00
01-Dec-2028 01-June-2029	2029	810,000	28,067.00	29	810,000	28,067.00
01-Dec-2029 01-June-2030	2030	810,000	28,067.00	30	810,000	28,067.00
01-Dec-2030 01-June-2031	2031	810,000	28,067.00	31	810,000	28,067.00
01-Dec-2031 01-June-2032	2032	810,000	28,067.00	32	810,000	28,067.00
01-Dec-2032 01-June-2033	2033	810,000	28,067.00	33	810,000	28,067.00
01-Dec-2033 01-June-2034	2034	810,000	28,067.00	34	810,000	28,067.00
01-Dec-2034 01-June-2035	2035	810,000	28,067.00	35	810,000	28,067.00
01-Dec-2035 01-June-2036	2036	810,000	28,067.00	36	810,000	28,067.00
01-Dec-2036 01-June-2037	2037	810,000	28,067.00	37	810,000	28,067.00
01-Dec-2037 01-June-2038	2038	810,000	28,075.65	38	810,000	28,075.65

\$ 561,348.65

\$ 561,348.65

SPEER FINANCIAL, INC.

February 2, 2017

City of West Branch, Cedar County, Iowa

TIF Revenue Abatement

Date	Fiscal Year	2013 \$2,730,000 GO Corp Purp & Ref Bond Issued: 3/5/2013		2016A \$270,000 GO CP Bonds Issued 7/19/2016		2016B \$400,000 Tax GO UR Bond Issued 7/19/2016		Transfer To General Obligation Debt Service Principal & Interest	Interfund Loan Dorsey & Whitney Legal Fees (Acciona)	Interfund Loan Park Project Engineering Fees	Tax Increment Financing Rebate Agreements	Total T. I. F. Taxes Fiscal Year	
		Principal	Principal & Interest	Principal	Principal & Interest	Principal	Principal & Interest					Certify December 1st	FY
01-Dec-2016 01-June-2017	17	\$ 37,987.00	\$ 37,987.00		\$ 3,708.32		\$ 7,145.67	\$ 48,840.99	\$ 100,000.00	\$ 200,000.00		\$ 348,840.99	17
01-June-2017 01-Dec-2018	18	37,987.00	37,987.00	22,950.00	25,089.41		4,122.50	73,460.82	87,303.00			160,763.82	18
01-Dec-2018 01-June-2019	19	37,987.00	37,987.00	\$ 22,950.00	24,974.66	\$ 45,000.00	4,122.50	118,231.32			\$ 28,067.00	146,298.32	19
01-Dec-2019 01-June-2020	20	37,987.00	37,987.00	22,950.00	24,859.91	45,000.00	1,909.91	117,304.32			28,067.00	145,371.32	20
01-Dec-2020 01-June-2021	21	37,987.00	37,987.00	22,950.00	24,710.74	50,000.00	1,760.74	121,308.48			28,067.00	149,375.48	21
01-June-2021 01-Dec-2022	22	37,987.00	37,987.00	24,300.00	25,911.56	50,000.00	1,611.56	121,410.12			28,067.00	149,477.12	22
01-Dec-2022 01-June-2023	23	37,987.00	37,987.00	24,300.00	25,729.31	50,000.00	1,429.31	120,095.62			28,067.00	148,162.62	23
01-Dec-2023 01-June-2024	24			24,300.00	25,547.06	50,000.00	1,247.06	80,644.12			28,067.00	108,711.12	24
01-Dec-2024 01-June-2025	25			25,650.00	26,684.44	55,000.00	1,034.44	85,468.88			28,067.00	113,535.88	25
01-Dec-2025 01-June-2026	26			25,650.00	26,460.00	55,000.00	810.00	83,645.00			28,067.00	111,712.00	26
01-Dec-2026 01-June-2027	27			27,000.00	27,553.50		553.50	28,107.00			28,067.00	56,174.00	27
01-June-2027 01-Dec-2028	28			27,000.00	27,283.50		283.50	27,567.00			28,067.00	55,634.00	28
01-Dec-2028 01-June-2029	29										28,067.00	28,067.00	29
01-Dec-2029 01-June-2030	30										28,067.00	28,067.00	30
01-Dec-2030 01-June-2031	31										28,067.00	28,067.00	31
01-Dec-2031 01-June-2032	32										28,067.00	28,067.00	32
01-Dec-2032 01-June-2033	33										28,067.00	28,067.00	33
01-Dec-2033 01-June-2034	34										28,067.00	28,067.00	34
01-Dec-2034 01-June-2035	35										28,067.00	28,067.00	35
01--Dec-2035 01-June-2036	36										28,067.00	28,067.00	36
01-Dec-2036 01-June-2037	37										28,067.00	28,067.00	37
01-Dec-2037 01-Dec-2038	38										28,075.65	28,075.65	38

\$ 265,909.00 \$ 265,909.00 \$ 270,000.00 \$ 303,316.50 \$ 400,000.00 \$ 456,858.17 \$ 1,026,083.67 \$ 187,303.00 \$ 200,000.00 \$ 561,348.65 \$ 1,974,735.32

City of West Branch, Cedar County, Iowa

General Obligation Debt Capacity

Column:	#1	#2	#3	#4	#5	#6
	FY 15-16 1/1/2014	FY 16-17 1/1/2015	FY 17-18 1/1/2016	FY 18-19 1/1/2017	FY 19-20 1/1/2018	FY 20-21 1/1/2019
Assessed Valuation(100%)/GO Bond Capacity						
Property Valuation @(100%)(Actual/Projected)	\$189,381,855	\$197,721,668	\$202,291,560	\$206,337,391	\$210,464,139	\$214,673,422
Statutory GO Debt Limit @ 5% of 100% Value	\$9,469,093	\$9,886,083	\$10,114,578	\$10,316,870	\$10,523,207	\$10,733,671
Bonds Outstanding (Beginning Fiscal Year)						
GO Bonds (Outstanding - Maturities)	\$ 2,695,000.00	\$ 3,290,835.00	\$ 4,345,835.00	\$ 3,945,000.00	\$ 3,565,000.00	\$ 3,180,000.00
TIF Revenue Bonds Outstanding (Principal Only)						
TIF Rebate Agreements (Annual Appropriations)				\$ 28,067.00	28,067.00	28,067.00
Other Debt Outstanding (Principal Only)		-	-	-	-	-
Bonds Paid (During Fiscal Year)						
GO Debt (Principal Only) (Paid)	\$ 430,000.00	\$ 345,000.00	\$ 400,835.00	\$ 380,000.00	\$ 385,000.00	\$ 395,000.00
GO Debt Refunded (Principal Only) (Paid)						
TIF Rebate Agreements (Paid) (Annual Appropriation)				28,067.00	28,067.00	28,067.00
Other Debt (Principal Only) (Paid)						
Bonds Issued (During Fiscal Year)						
GO Bonds (Principal Only) (Issued)	\$ 855,000.00	\$ 1,400,000.00				
TIF Rebate Agreements (Annual Appropriations)						
TIF Rebate Agreements (Issued)						
Other Debt (Principal Only) (Issued)						
Remaining GO Debt Capacity (Not Obligated)	\$6,349,093	\$5,540,248	\$6,169,578	\$6,751,870	\$7,343,207	\$7,948,671
Percent of Capacity Remaining	67.05%	56.04%	61.00%	65.44%	69.78%	74.05%
GO Contingency Reserve (% of GO Capacity)	20%					
	\$1,893,819	\$1,977,217	\$2,022,916	\$2,063,374	\$2,104,641	\$2,146,734
Total GO Capacity - Less Contingency Reserve	\$4,455,274	\$3,563,032	\$4,146,662	\$4,688,496	\$5,238,566	\$5,801,937
Percent of Capacity Remaining	47.05%	36.04%	41.00%	45.44%	49.78%	54.05%
Percent Increase for Property Valuation Projection	4.400%	2.000%	2.000%	2.000%	2.000%	2.000%

City of West Branch, Cedar County, Iowa

General Obligation Debt Capacity

#7	#8	#9	#10	#11	#12	#13	#14	#15
FY 21-22 1/1/2020	FY 22-23 1/1/2021	FY 23-24 1/1/2022	FY 24-25 1/1/2023	FY 25-26 1/1/2024	FY 26-27 1/1/2025	FY 27-28 1/1/2026	FY 28-29 1/1/2027	FY 29-30 1/1/2028
\$218,966,890	\$223,346,228	\$227,813,153	\$232,369,416	\$237,016,804	\$241,757,140	\$246,592,283	\$251,524,129	\$256,554,611
\$10,948,345	\$11,167,311	\$11,390,658	\$11,618,471	\$11,850,840	\$12,087,857	\$12,329,614	\$12,576,206	\$12,827,731
\$ 2,785,000.00	\$ 2,380,000.00	\$ 1,970,000.00	\$ 1,550,000.00	\$ 1,110,000.00	\$ 880,000.00	\$ 700,000.00	\$ 520,000.00	\$ 435,000.00
28,067.00	28,067.00	28,067.00	28,067.00	28,067.00	28,067.00	28,067.00	28,067.00	28,067.00
-	-	-	-	-	-	-	-	-
\$ 405,000.00	\$ 410,000.00	\$ 420,000.00	\$ 440,000.00	\$ 230,000.00	\$ 180,000.00	\$ 180,000.00	\$ 85,000.00	\$ 85,000.00
28,067.00	28,067.00	28,067.00	28,067.00	28,067.00	28,067.00	28,067.00	28,067.00	28,067.00
\$8,568,345	\$9,197,311	\$9,840,658	\$10,508,471	\$10,970,840	\$11,387,857	\$11,809,614	\$12,141,206	\$12,477,731
78.26%	82.36%	86.39%	90.45%	92.57%	94.21%	95.78%	96.54%	97.27%
\$2,189,669	\$2,233,462	\$2,278,132	\$2,323,694	\$2,370,168	\$2,417,571	\$2,465,923	\$2,515,241	\$2,565,546
\$6,378,676	\$6,963,849	\$7,562,526	\$8,184,777	\$8,600,672	\$8,970,286	\$9,343,691	\$9,625,965	\$9,912,184
58.26%	62.36%	66.39%	70.45%	72.57%	74.21%	75.78%	76.54%	77.27%
2.000%	2.000%	2.000%	2.000%	2.000%	2.000%	2.000%	2.000%	2.000%

City of West Branch, Cedar County, Iowa

T. I. F. Debt Report

Procter & Gamble - Phase II

Page 1

Frozen Base Value - \$0

* TIF District Expires in 2028, FY 2017 last year of Abatement

District #16180

Column: Fiscal Year	#1	#2	#3	#4	#5
County Assessor's Value as of	FY 15-16 1/1/2014	FY 16-17 1/1/2015	FY 17-18 1/1/2016	FY 18-19 1/1/2017	FY 19-20 1/1/2018

TIF Value Existing

TIF Captured Value (Commercial Property @ 100%)	\$0				
Commercial Property Rollback %	90.000%	90.000%	90.000%	90.000%	90.000%
TIF Captured Value (Commercial Property Rollback Value)	\$0	\$0	\$0	\$0	\$0
TIF Industrial Property @ 100%	\$0	\$0	\$0	\$0	\$0
Industrial Property Rollback %	90.000%	90.000%	90.000%	90.000%	90.000%
TIF Captured Value (Industrial Property Rollback Value)	\$0	\$0	\$0	\$0	\$0
TIF Personal Property/Agricultural @ 100%	\$0	\$0	\$0	\$0	\$0
TIF Captured Value (Residential Property 100 % Value)			\$0	\$0	\$0
Residential Property Rollback %	55.7335%	55.6259%	55.6259%	55.6259%	55.6259%
TIF Captured Value (Residential Property Rollback Value)	\$0	\$0	\$0	\$0	\$0
Total TIF Property Value (Taxable)	\$0	\$0	\$0	\$0	\$0
Rate/Thousand	\$28.512	\$29.747	\$29.747	\$29.747	\$29.747
Total TIF Revenue (Taxable Value x Rate/Thousand)	\$ -	\$ -	\$ -	\$ -	\$ -
Total TIF Dollars	\$ -	\$ -	\$ -	\$ -	\$ -
Current / Future Debt Service Requirements GO Obligations	\$ -	\$ -	\$ -	\$ -	\$ -
Current / Future TIF Rebate Obligations	\$ -	\$ -	\$ -	\$ -	\$ -
Current / Future Interfund Loans	\$ -	\$ -	\$ -	\$ -	\$ -
UNCLAIMED T.I.F. DOLLARS	\$ -	\$ -	\$ -	\$ -	\$ -

TIF Value Future Growth-Building Completed In Calendar Year:	2014	2015	2016	2017	2018
Commercial Property (100%)	\$0	\$0	\$0	\$0	\$0
Industrial Property (100%)	\$0	\$0	\$0	\$0	\$0
Agricultural Property (100%)	\$0	\$0	\$0	\$0	\$0
Housing Units Constructed/Year	0	0	0	0	0
Housing Unit Value/Unit	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Housing Units Constructed 100% Value	\$0	\$0	\$0	\$0	\$0
Total Future Value	\$0	\$0	\$0	\$0	\$0
Valuation Growth Factor	0.000%	0.000%	0.000%	0.000%	0.000%

SPEER FINANCIAL, INC.

February 2, 2017

City of West Branch, Cedar County, Iowa

T. I. F. Debt Report

Procter & Gamble - Phase III

* TIF District Expires in 2029, FY 2017 last year of Abatement

District #16172

Frozen Base Value -

Column:	#1	#2	#3	#4	#5
Fiscal Year	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20
County Assessor's Value as of	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018

TIF Value Existing

TIF Captured Value (Commercial Property @ 100%)	\$0				
Commercial Property Rollback %	90.000%	90.000%	90.000%	90.000%	90.000%
TIF Captured Value (Commercial Property Rollback Value)	\$0	\$0	\$0	\$0	\$0
TIF Industrial Property @ 100%	\$0	\$0	\$0	\$0	\$0
Industrial Property Rollback %	90.000%	90.000%	90.000%	90.000%	90.000%
TIF Captured Value (Industrial Property Rollback Value)	\$0	\$0	\$0	\$0	\$0
TIF Personal Property/Agricultural @ 100%	\$0	\$0	\$0	\$0	\$0
TIF Captured Value (Residential Property 100 % Value)			\$0	\$0	\$0
Residential Property Rollback %	55.7335%	55.6259%	55.6259%	55.6259%	55.6259%
TIF Captured Value (Residential Property Rollback Value)	\$0	\$0	\$0	\$0	\$0

Total TIF Property Value (Taxable)	\$0	\$0	\$0	\$0	\$0
Rate/Thousand	\$28.512	\$29.747	\$29.747	\$29.747	\$29.747
Total TIF Revenue (Taxable Value x Rate/Thousand)	\$ -				

Total TIF Dollars with Backfill	\$ -				
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Current / Future Debt Service Requirements GO Obligations					
Current / Future TIF Rebate Obligations					
Current / Future Interfund Loans					

UNCLAIMED T.I.F. DOLLARS	\$ -				
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TIF Value Future Growth-Building Completed In Calendar Year:	2014	2015	2016	2017	2018
Commercial Property (100%)	\$0	\$0	\$0	\$0	\$0
Industrial Property (100%)	\$0	\$0	\$0	\$0	\$0
Agricultural Property (100%)	\$0	\$0	\$0	\$0	\$0
Housing Units Constructed/Year	0	0	0	0	0
Housing Unit Value/Unit	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Housing Units Constructed 100% Value	\$0	\$0	\$0	\$0	\$0
Total Future Value	\$0	\$0	\$0	\$0	\$0
Valuation Growth Factor	0.000%	0.000%	0.000%	0.000%	0.000%

SPEER FINANCIAL, INC.
February 2, 2017

City of West Branch, Cedar County, Iowa

T. I. F. Debt Report

Original TIF District

Page 1

Frozen Base Value - \$5,899,963

Column:	#1	#2	#3	#4	#5
Fiscal Year	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20
County Assessor's Value as of	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018

TIF Value Existing

TIF Captured Value (Commercial Property @ 100%)	\$43,922,553	\$47,573,391	\$49,000,593	\$50,470,611	\$51,984,729
Commercial Property Rollback %	90.000%	90.000%	90.000%	90.000%	90.000%
TIF Captured Value (Commercial Property Rollback Value)	\$39,530,298	\$42,816,052	\$44,100,533	\$45,423,549	\$46,786,256
TIF Industrial Property @ 100%	\$12,852,185	\$12,637,955	\$13,017,094	\$13,407,606	\$13,809,835
Industrial Property Rollback %	90.000%	90.000%	90.000%	90.000%	90.000%
TIF Captured Value (Industrial Property Rollback Value)	\$11,566,967	\$11,374,160	\$11,715,384	\$12,066,846	\$12,428,851
TIF Personal Property/Agricultural @ 100%	\$85,082	\$239,101	\$246,274	\$253,662	\$261,272
TIF Captured Value (Residential Property 100 % Value)	\$10,404,970	\$10,599,477	\$10,917,461	\$11,244,985	\$11,582,335
Residential Property Rollback %	55.7335%	55.6259%	55.6259%	55.6259%	55.6259%
TIF Captured Value (Residential Property Rollback Value)	\$5,799,054	\$5,896,054	\$6,072,936	\$6,255,124	\$6,442,778
TIF Captured Value (Multi-Residential Property 100 % Value)	\$0	\$1,238,899	\$1,238,899	\$1,238,899	\$1,238,899
Multi-Residential Property Rollback %	0.0000%	86.2500%	82.5000%	78.7500%	75.0000%
TIF Captured Value (Multi-Residential Property Rollback Value)	\$0	\$1,068,550	\$1,022,092	\$975,633	\$929,174

Total TIF Property Value (Taxable)	\$56,981,400	\$61,393,917	\$63,157,220	\$64,974,815	\$66,848,331
Rate/Thousand	\$28.815	\$29.747	\$29.747	\$29.747	\$29.747
Total TIF Revenue (Taxable Value x Rate/Thousand)	\$ 1,641,922.46	\$ 1,826,285.47	\$ 1,878,738.44	\$ 1,932,806.46	\$ 1,988,537.98

Total TIF Dollars	\$ 1,641,922.46	\$ 1,826,285.47	\$ 1,878,738.44	\$ 1,932,806.46	\$ 1,988,537.98
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Current / Future Debt Service Requirements GO Obligations	\$ 37,987.00	\$ 48,840.99	\$ 73,460.82	\$ 118,231.32	\$ 117,304.32
Current / Future TIF Revenue Obligations				\$ 28,067.00	\$ 28,067.00
Current / Future Interfund Loans	\$ 150,000.00	\$ 300,000.00	\$ 87,303.00		

UNCLAIMED T.I.F. DOLLARS	\$ 1,453,935.46	\$ 1,477,444.48	\$ 1,673,204.12	\$ 1,787,435.14	\$ 1,839,162.50
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TIF Value Future Growth-Building Completed In Calendar Year:	2014	2015	2016	2017	2018
Commercial Property (100%)	\$0	\$0	\$0	\$0	\$0
Industrial Property (100%)	\$0	\$0	\$0	\$0	\$0
Agricultural Property (100%)	\$0	\$0	\$0	\$0	\$0
Housing Units Constructed/Year	0	0	0	0	0
Housing Unit Value/Unit	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Housing Units Constructed 100% Value	\$0	\$0	\$0	\$0	\$0
Total Future Value	\$0	\$0	\$0	\$0	\$0
Valuation Growth Factor	7.744%	3.000%	3.000%	3.000%	3.000%

SPEER FINANCIAL, INC.
February 2, 2017

City of West Branch, Cedar County, Iowa

T. I. F. Debt Report

#6	#7	#8	#9	#10	#11	#12	#13	#14
FY 20-21 1/1/2019	FY 21-22 1/1/2020	FY 22-23 1/1/2021	FY 23-24 1/1/2022	FY 24-25 1/1/2023	FY 25-26 1/1/2024	FY 26-27 1/1/2025	FY 27-28 1/1/2026	FY 28-29 1/1/2027
\$53,544,271	\$55,150,599	\$56,805,117	\$58,509,270	\$60,264,548	\$62,072,485	\$63,934,659	\$65,852,699	\$67,828,280
90.000%	90.000%	90.000%	90.000%	90.000%	90.000%	90.000%	90.000%	90.000%
\$48,189,844	\$49,635,539	\$51,124,605	\$52,658,343	\$54,238,094	\$55,865,236	\$57,541,193	\$59,267,429	\$61,045,452
\$14,224,130	\$14,650,854	\$15,090,379	\$15,543,091	\$16,009,383	\$16,489,665	\$16,984,355	\$17,493,885	\$18,018,702
90.000%	90.000%	90.000%	90.000%	90.000%	90.000%	90.000%	90.000%	90.000%
\$12,801,717	\$13,185,768	\$13,581,341	\$13,988,782	\$14,408,445	\$14,840,698	\$15,285,919	\$15,744,497	\$16,216,832
\$269,110	\$277,184	\$285,499	\$294,064	\$302,886	\$311,973	\$321,332	\$330,972	\$340,901
\$11,929,805	\$12,287,699	\$12,656,330	\$13,036,020	\$13,427,100	\$13,829,913	\$14,244,811	\$14,672,155	\$15,112,320
55.6259%	55.6259%	55.6259%	55.6259%	55.6259%	55.6259%	55.6259%	55.6259%	55.6259%
\$6,636,061	\$6,835,143	\$7,040,197	\$7,251,403	\$7,468,945	\$7,693,014	\$7,923,804	\$8,161,518	\$8,406,364
\$1,238,899	\$1,238,899	\$1,238,899	\$1,238,899	\$1,238,899	\$1,238,899	\$1,238,899	\$1,238,899	\$1,238,899
71.2500%	67.5000%	63.7500%	63.7500%	63.7500%	63.7500%	63.7500%	63.7500%	63.7500%
\$882,716	\$836,257	\$789,798	\$789,798	\$789,798	\$789,798	\$789,798	\$789,798	\$789,798
\$68,779,447	\$70,769,891	\$72,821,441	\$74,982,390	\$77,208,168	\$79,500,719	\$81,862,047	\$84,294,214	\$86,799,347
\$29.747	\$29.747	\$29.747	\$29.747	\$29.747	\$29.747	\$29.747	\$29.747	\$29.747
\$ 2,045,982.91	\$ 2,105,192.65	\$ 2,166,220.13	\$ 2,230,501.91	\$ 2,296,712.15	\$ 2,364,908.69	\$ 2,435,151.12	\$ 2,507,500.83	\$ 2,582,021.03
\$ 2,045,982.91	\$ 2,105,192.65	\$ 2,166,220.13	\$ 2,230,501.91	\$ 2,296,712.15	\$ 2,364,908.69	\$ 2,435,151.12	\$ 2,507,500.83	\$ 2,582,021.03
\$ 121,308.48	\$ 121,410.12	\$ 120,095.62	\$ 80,644.12	\$ 85,468.88	\$ 83,645.00	\$ 28,107.00	\$ 27,567.00	
\$ 28,067.00	\$ 28,067.00	\$ 28,067.00	\$ 28,067.00	\$ 28,067.00	\$ 28,067.00	\$ 28,067.00	\$ 28,067.00	\$ 28,067.00
\$ 1,896,505.79	\$ 1,957,030.03	\$ 2,057,509.01	\$ 2,116,966.03	\$ 2,185,000.15	\$ 2,308,734.69	\$ 2,379,517.12	\$ 2,479,433.83	\$ 2,553,954.03
2019	2020	2021	2022	2023	2024	2025	2026	2027
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	0	0	0	0	0	0	0	0
\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.000%	3.000%	3.000%	3.000%	3.000%	3.000%	3.000%	3.000%	3.000%

RESOLUTION NO. 1561

A RESOLUTION APPROVING A STANDARD PROFESSIONAL SERVICES AGREEMENT FOR THE FACILITATION OF A CITY ADMINISTRATOR/CITY CLERK SEARCH PROCESS WITH CALLAHAN MUNICIPAL CONSULTANTS, LLC IN AN AMOUNT NOT TO EXCEED \$12,460.

WHEREAS, the City Council now desires consulting services to assist the Council in selecting the next city administrator/clerk for the City of West Branch; and

WHEREAS, the City Council believes that the best manner in which to accomplish this goal is to obtain the professional facilitation services of an experienced executive recruiter; and

WHEREAS, a standard professional services agreement to accomplish the facilitation of the city administrator/city clerk search process has been submitted by Callahan Municipal Consultants, LLC and is accompanied by Exhibit A which provides additional details on the services to be provided; and

WHEREAS, the City Council understands that costs for a six-month evaluation process, advertisements for the position, meals and snacks to be served during the interview process, and travel costs and lodging of the candidates are not included in the cost of the standard professional services agreement; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves a standard professional services agreement with Callahan Municipal Consultants, LLC for the facilitation of a city administrator/city clerk search process in an amount not to exceed \$12,460.

* * * * *

Passed and approved this 6th day of February, 2017.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS ____ day of February, 2017, **Callahan Municipal Consultants, LLC** (hereinafter, Professional), 417 Kaitlynn Avenue, Anamosa, Iowa 52205 and City of West Branch, Iowa (hereinafter, Client), 110 North Poplar Street, West Branch, Iowa 52358

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: **City Administrator/City Clerk Search Process.**
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client as outlined in Exhibit. Client agrees to timely pay each invoice within 30 days of the invoice date. Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
9. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
10. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for

the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

11. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
12. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
13. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
14. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
15. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
16. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A City Administrator/City Clerk Search Process

City of West Branch, Iowa (Client)
(Professional)

Callahan Municipal Consultants, LLC

By: _____
(Authorized agent)

By: _____

(Printed or typed signature)

Patrick Callahan, Member
(Printed or typed signature)

EXHIBIT A

STANDARD PROPOSAL

Callahan Municipal Consultants, LLC

Response to Request for Proposal
City Administrator Position
City of West Branch, Iowa
February 1, 2017

Callahan Municipal Consultants, LLC
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City Administrator Search
City of West Branch, Iowa

A. Introduction

First of all, we would like to thank you for the opportunity to submit this response to the request for proposals to assist the City of West Branch with the search for a city administrator. We have over 42 years of experience in city government as both a city manager/city administrator/clerk and as a consultant to cities. We established Callahan Municipal Consultants, LLC on September 1, 2013. We had worked as a municipal consultant in association with Snyder & Associates from 2010-2013. We have enclosed for your review a brief history or resume of our career in city government.

Since Callahan Municipal Consultants, LLC was established in 2013, we have assisted seven cities with searches for city managers or city administrators. We assisted the cities of Cascade, Guttenberg, Vinton, Fort Madison, Fairfield, Tiffin, Treynor, Forest City, Centerville, and Ely with the recruitment of a city administrator or city manager.

B. Statement of History and Experience of Firm

Patrick Callahan will serve as the project manager and will have direct responsibility for the services provided to the City Council. In addition to Mr. Callahan's experience with executive searches, Mr. Callahan has a total of 42 years of experience in municipal government. A brief summary of his experience includes:

1. Assistant to the Director of Public Works – City of Fort Madison, IA – 1974-1977
2. City Administrator – City of West Point, Iowa – 1977 to 1978
3. City Manager – City of Maquoketa, Iowa – 1978 to 1993
4. Municipal Consultant – Institute of Public Affairs – 1993 to 2005
5. City Administrator – City of Anamosa, Iowa – 2006 to 2010
6. Municipal Consultant – Snyder & Associates – 2010 to 2013
7. Callahan Municipal Consultants, LLC – 2013 to present

C. Qualifications of Personnel Relating to Executive Searches

Patrick Callahan has extensive experience assisting cities with the recruitment and selection process for city managers, city administrators, public works directors, and other executive positions from 1995 to 2014. Since establishing Callahan Municipal Consultants, LLC in 2013, Mr. Callahan has conducted the following searches:

1. City of Vinton (Population – 5,257)
Search for City Administrator – 2014 Appointment
2. City of Guttenberg (Population – 1,919) Search for City Manager – 2013 Appointment

3. City of Cascade (Population – 2,159) Search for City Administrator – 2014 Appointment
4. City of Fort Madison (Population – 11,051) Search for City Manager – 2014 Appointment
5. City of Fairfield (Population - 9,464) – Search for City Administrator – 2014 Appointment
6. City of Tiffin (Population – 2,500) – Search for City Administrator/Clerk – 2015 Appointment
7. City of Treynor (Population - 919) – Search for City Manager/Clerk – 2015 Appointment
8. City of Forest City (Population – 4,151) – Search for City Administrator – 2016 Appointment
9. City of Ely (Population – 2,100) – Search for City Administrator – 2016
10. City of Centerville (Population 5,528) – Search for City Administrator – 2016 Appointment

When Mr. Callahan joined Snyder & Associates in July 2010, the Firm's scope of services was expanded to include executive searches for city managers, city administrators, and city department heads. Mr. Callahan's involvement with numerous executive searches from 1995 to 2005 provided Snyder & Associates with an opportunity to offer this service to their clients in Iowa.

After joining Snyder & Associates, Mr. Callahan conducted the following executive searches in Iowa and Illinois:

1. City of Maquoketa (Population – 6,141) Director of Public Works, 2011
2. City of Cascade (Population – 2,159) City Administrator, 2011
3. City of Monroe (Population-1,830) City Administrator, 2012
4. Washington County, Iowa Public Health Administrator, 2013
5. Jackson County Economic Alliance – Economic Development Director, 2013
6. City of LaSalle, IL (Population 9,640) Director of Public Works - 2013

Prior to joining Snyder & Associates, Mr. Callahan assisted the Brimeyer Group with searches for city managers and city administrators from 1995 to 2005. He provided assistance with searches in the following cities in Iowa:

1. City of Dyersville – City Administrator
2. City of Cascade – City Administrator
3. City of Maquoketa – City Manager
4. City of Manchester – City Manager

5. City of Emmetsburg – City Administrator
6. City of Charles City – City Administrator
7. City of West Liberty – City Manager
8. City of West Burlington – City Administrator
9. City of Waukee – City Administrator
10. City of Storm Lake - City Administrator

Mr. Callahan served as the lead consultant for the Brimeyer Group for the searches in Dyersville, Manchester, and West Liberty.

We may be assisted in the search process by Mr. Brent Hinson, who is currently the city administrator in Washington, Iowa. He may provide some assistance with some of the “behind the scenes” tasks, such as preparation of the position profile and the conducting of background checks of the finalists. Patrick Callahan will be the main contact person throughout the search process.

D. Statement of Our Understanding of the Work

We would expect to have an extensive amount of involvement by the Mayor and all Council Members in the search process. The first step in the process would be to convene a meeting of all persons involved to review the search process, to develop a time table, to determine the salary range, and to discuss any modifications to the process.

We will conduct individual interviews with the Mayor, Council Members, and City Department Heads to gather information regarding the desired background and capabilities for the position. These individual interviews will also include questions regarding the city organization, business climate, services, organizations, city priorities, city projects, and related topics.

An important step in the search process will be the development of a position profile that clearly defines the education, background, management style, capabilities, level of experience, and personality traits of the ideal candidate for the position in City of West Branch. This position profile will be sent to potential candidates who have backgrounds that may match the characteristics of the ideal candidate. Personal phone calls will be made by the Consultant to potential candidates, who may have the desired level of experience and background for the position. The Consultant will reference the position profile and state the reasons why they may want to consider becoming an active candidate for the position in West Branch.

The search process will also include the preparation and placement of an advertisement of the position in various publications and posting on web sites. The aspects of the advertising plan for the position will be discussed and determined during the initial planning meeting with the Council Members.

After the deadline for applications has passed, we will conduct an initial review of all the applications. If the Council Members are interested, we will include them in this initial review of applications.

Once the most qualified candidates have been determined, we would schedule telephone or skype interviews with these candidates. We would expect that the Mayor and all Council Members would be present for these interviews of the semi-finalists.

We would envision that after the initial interviews, the Council would select and invite three or four candidates to participate in the formal interview process. The Council Members and citizens would have an opportunity to meet the candidates during an informal reception prior to the formal interviews, if it is acceptable to the Council.

The Mayor and all Council Members would be involved in the formal interview process. We have typically used a two part interview process with the first phase consisting of two or more Council Members meeting with each candidate in a more informal setting and the second phase being the more traditional interview with the Mayor and all Council Members.

In summary, the process used to select the finalists for the position will include the following steps.

1. Development of position profile, as noted above.
2. Comparison of resumes and background information of the candidates to characteristics listed in the position profile.
3. Preparation of questions for telephone or skype interviews and formal interviews that will assist the Council Members in determining whether the candidates possess the desired characteristics for the position.
4. Preparation and use of a rating system and ranking process that will be used during the initial interviews to determine whether the candidates possess the desired characteristics.
5. Completion of reference and background checks of the candidates selected for formal interviews.

All of these steps will involve active participation by the Mayor and City Council.

Lastly, the consultant will assist the Council with the process of reviewing and analyzing the information obtained during this search process to evaluate the candidates and the selection of the candidate that most closely resembles the ideal candidate for the position.

E. Follow Up Assistance Prior to Employment

We will assist the City with the preparation of an offer of employment with the candidate selected by the Mayor and City Council. We will coordinate the final

negotiations between the City and the candidate. If requested, we will provide examples of employment agreements for the Council’s consideration.

After the candidate and the City have successfully negotiated the terms of employment, we will talk with the new city administrator to discuss and plan for a smooth transition. We will utilize our 42 years of municipal experience and provide advice and assistance as the city administrator assumes their new role in your community.

F. Tentative Time Table for Each Step in Process

Action	Lead Role	Dates
1.Advance Interviews with Mayor & Council Members	Consultant	February
2.Consultant meets City Department Heads	Consultant	February
3.City Council Work Session to review search process	Consultant	February
4.Preparation of Position Profile	Consultant/City	February
5. Preparation of Advertisements	Consultant/City	February
6. Preparation of List of Potential Candidates	Consultant	February
7.Placement of advertisements and posting on websites	City	February
8. Council Approval of Position Profile	Consultant/City	February
9. Emailing of Profiles	Consultant	February
10. Phone Calls to Potential Candidates	Consultant	March
11. Deadline for Applications	-	March
12. Screening of Candidates	Consultant	March
13. Selection of Candidates for Initial Interviews	City Council	March
14.Initial Skype Interviews of Candidates to select finalists	Consultant/Council	April
15. Send a Packet of Information to Candidates for Formal Interviews	Consultant	April
16. Education Verification, Credit Checks, & Criminal Background Checks - Finalists	Consultant/City	April
17. Calls to Candidates’ References	Consultant	May
18. Coordination of Interviews	Consultant	May
19. Formal Interviews of Finalists	Consultant/Council	May
20. Negotiations with Selected Candidate	Consultant/Mayor	May
21. Approval of Offer of Employment	City Council	May

This tentative time table is strictly a summary of the steps in the process and potential dates for the completion of these steps. This time table will be reviewed and modified to meet the needs and expectations of the Mayor and City Council Member.

G. List of Client References

We have listed our most recent searches for various executive positions in Iowa and Illinois. The searches in Maquoketa, Iowa and LaSalle, Illinois were for the position of public works director. The mayors and city council members were actively involved in the search process for both of these positions. The searches for the Cities of Cascade, Monroe, Vinton, Fort Madison, Fairfield, Guttenberg, Tiffin, Treynor, Forest City, Centerville, and Ely were for the position of city manager or city administrator.

We have also conducted searches for two county positions. We conducted a search for a director of public health position for the Washington County, Iowa Board of Health in 2013. We also conducted a search for an economic development director position for Jackson County, Iowa in 2013. Many city and county elected officials were involved with these two successful searches.

We have provided for your consideration the names and telephone numbers of both elected and appointed officials who were involved with our most recent searches. If you need additional contact persons, please feel free to contact us.

The contact persons for the recent searches conducted for Iowa and Illinois governmental organizations are as follows:

1. City of Maquoketa – Brian Wagner, City Manager 563-652-2484
2. City of Cascade – Patrick Kearney, Council Member 563-543-7668
3. Washington County Board of Health – Wendy Miller 319-591-1790 or Danielle Pettit-Majewski 641-330-2418
4. Jackson County Economic Alliance – Larry “Buck” Koos Chairman of the Board and Jackson County Supervisor 563-599-7087 or Loras Herrig, City Administrator 563-872-4456
5. City of Vinton – John Watson, Mayor, 319-929-4386 or 319-472-2841 or Chris Ward, City Administrator 319-472-4707
6. City of Guttenberg – Dr. Russell Loven, Mayor, 563-880-3162
7. City of Fort Madison – Brad Randolph, Mayor, 319-371-8371 or Melinda Blind, City Clerk 319-372-7700
8. City of Fairfield – Ed Malloy, Mayor, 641-233-1080 or Joy Messer, City Clerk, 641-472-6193
9. City of Tiffin – Jim Bartels, Council Member, 319-545-2613 or Mike Ryan, Council Member, 319-545-2203.
10. City of Treynor – Bryce Poland, Mayor, 402-926-6831 or Tom Lewis, Council Member, 402-639-5487.
11. City of Forest City – Barney Ruitter, Mayor, 641-585-3311 or Valerie Monson, Personnel Director – 641-585-4597.
12. City of Ely – Eldy Miller, Mayor 319-350-9231
13. City of Centerville – Neil MacArthur, Mayor 641-206-3005

H. Proposed Fees and Scope of Services

Proposed Consulting Fee Schedule February 1, 2017

TASKS	LEAD ROLE	FEE
1. Confidential Interviews-City officials	Consultant	\$1,500
2. Preparation of Position Profile	Consultant	\$1,400
3. Council Approval of Profile	Council	\$0
4. Preparation of List of Potential Candidates	Consultant/Council	\$360
5. Emailing of Profiles to Candidates	Consultant	\$600
6. Preparation of Advertisements	Consultant	\$200
7. Placement of Advertisements	Consultant/City	\$200
8. Phone Calls to Potential Candidates	Consultant	\$300
9. Screening of Candidates	Consultant/Council	\$1,500
10. Selection of Candidates for Telephone or Skype Interviews - Council Meeting	Council	\$600
11. Telephone or Skype Interviews of 5-8 Finalists – Council Meeting	Consultant/Council	\$1,300
12. Selection of Candidates for Formal Interviews	Council	-0-
13. Mail Packets of Information to Candidates for Interviews	Consultant	\$200
14. Education Verification, Credit Checks, & Criminal Background Checks.	Consultant/City	\$800
15. Calls for Candidate References	Consultant	\$720
16. Coordination of Interviews & Calls to Candidates	Consultant	\$680
17. Actual Formal Interviews – Two Days	Consultant/Council	\$1,300
18. Negotiations with Selected Candidate	Consultant	\$200
19. Council Approval of Offer of Employment	Council	-0-
SUB-TOTAL – Consulting Fee		\$11,860
Expenses – Mileage, meals, phone calls, and copies		\$ 600
Grand Total – Not to Exceed		\$12,460

It is agreed and understood that the City of West Branch reserves the right to select only those phases in the process that the Council determines to be needed for a successful search. The payment to the Consultant shall be based on the actual number of phases that have been selected by the Council and completed by the Consultant.

H. Six Month Performance Evaluation Process – Council Option

If requested by the Council, we can assist the City with the six month performance evaluation of the person selected as city administrator. In cooperation with the Mayor, City Council, and city administrator, we will develop a performance evaluation form and rating system. We will distribute and collect the evaluation forms, summarize them, and present the summary to the Mayor, City Council, and city administrator. If there is a need for an improvement in some aspect of the performance of the administrator, we will provide advice and suggestions, if requested. The fee for this service would be \$500, plus mileage.

I. Guarantee

Callahan Municipal Consultants offers a 12 month guarantee on the effectiveness of the City Administrator. Should the Mayor and City Council determine if necessary to terminate the City Administrator due to failure to adequately perform the duties as specified in the Profile and as represented by the process, or if the Administrator quits the position, we will refill the position for a fee of \$4,000, plus expenses. We will not recruit candidates we have placed with your organization.

Should there be substantial changes in the political situation at the City of West Branch and a decision is made to terminate the City Administrator for reasons other than failure to perform the duties as specified in the Position Profile, this guarantee is subject to negotiations between the Mayor and City Council and Callahan Municipal Consultants. The guarantee is contingent on the Mayor and City Council successfully completing all phases and optional services of the process.

J. Estimated Additional Expenses – City's Options

The expenses listed in Section G do not include the cost of advertisements for the position. We typically prepare a list of advertising options that can range from \$50 to \$600. We will provide a list of such options and the associated cost for each option. The City Council will then select the preferred options and the costs will be billed directly to the City. The total cost for advertising is typically in the range of \$600 to \$1,000 for the search process.

The City will be responsible for the cost of meals and snacks during the interview process. These costs will be determined by the City, but are normally in the range of \$200 to \$400, depending upon the number of people involved in the process.

The City may offer to pay for the travel costs and lodging of the candidates, who are invited to West Branch for the formal interviews. It will be a Council decision as to whether the City reimburses the candidates for their travel expenses. While the cost will vary, depending upon the number of candidates and their distance from West Branch, the City should anticipate that the cost to reimburse candidates for travel expenses could be in the range of \$1,500 to \$3,000.

K. Invoices For Services

As we noted in Section G, we will provide the proposed consulting services for a fee not to exceed \$12,460. This fee includes our direct costs for mileage and copies. We would propose that our fee be billed to the City as two invoices. The first invoice would be sent following the completion of the skype interviews. The second and final invoice would be sent after the selected candidate has agreed to accept the position. Expenses, such as mileage, meals, and copying costs, will be itemized for the City. Copies of receipts will be provided to City, if requested.

L. Final Comments

We certainly appreciate the opportunity to present this proposal to the City of West Branch. We would welcome the opportunity to meet with you to further review our proposal for services and to answer any questions.

We are willing to modify the search process, as outlined in this proposal, to meet the City's needs and expectations. We have learned from previous searches that each search is unique and the dynamics will vary. We would enjoy assisting the City of West Branch with the search process for a city administrator.

RESOLUTION NO. 1562

A RESOLUTION APPROVING A WEB DESIGN CONTRACT WITH NICHOLAS SHIMMIN IN AN AMOUNT NOT TO EXCEED \$2,500.

WHEREAS, the City Council now desires consulting services to create a new website for the City of West Branch using Wordpress; and

WHEREAS, a web design contract to accomplish the creation of a new website has been submitted by Nicholas Shimmin; and

WHEREAS, the developer will work to incorporate new branding and logo initiatives and include calendar, mobile, and reservation functionality; and

WHEREAS, the developer will complete preliminary designs by March 15, 2017 and will launch the website by June 1, 2017; and

WHEREAS, the City Council understands that costs for revisions made after the preliminary design phase and for additions to the project scope are not included; and

WHEREAS, it is now necessary for the City Council to approve said web design contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves a web design contract with Nicholas Shimmin for the creation of a new website using Wordpress in an amount not to exceed \$2,500.

* * * * *

Passed and approved this 6th day of February, 2017.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Web Design Contract

Developer

Nicholas Shimmin
2029 Western Rd
Iowa City, IA 52240
(319)430-1324
nshimmin@gmail.com

Client

City of West Branch, IA
110 N Poplar St
West Branch, IA 52358

February 3, 2017

Project Title/Description

City of West Branch Website

The Designer will work with the staff and representatives of the Client to create a new website using Wordpress. The site will be developed on existing Client web hosting services with input from interested parties. Designs will work to incorporate new branding and logo initiatives and include calendar, mobile, and reservation functionality. Two hours of in-person training and guides for city staff will be provided.

Confirmation of Engagement

Schedule

Preliminary Designs to be completed by: 3/15/2017
Content Creation and Addition to be completed by: 4/15/2017
Training and educational materials will be provided by: 5/15/2017
Launch of site by: 6/1/2017

Copyright Usage

The rights granted to Client are for the usage of the Final Design. License: Upon completion, the Client receives full rights to use the Final Design and make any necessary changes and additions to the site to maintain functionality of the site for city business. Use of the site by other entities as a primary web presence without agreement or compensation of the designer is not permitted. All other rights to be negotiated separately.

Fee

The full fee of \$2,500 is due within 45 days of the Website Launch.

Terms

1. Reservation of Rights: All rights not expressly granted above are retained by the Designer. Any use additional to that expressly granted above requires arrangement for payment of a separate fee.
2. Revisions: Revisions may be made only by the Designer at the Preliminary Design phase. Additional fees will be charged for revisions made after preliminary design phase, and for additions to project scope.

3. Payment Terms: Payment due 45 days from launch of the website. Grant of copyright is conditioned upon receipt of final payment, and upon Client's compliance with the terms of this agreement.
4. Cancellation Fees: In the event of Cancellation, Designer will be compensated for services performed through the date of cancellation in the amount of a prorated portion of the fees due. Upon cancellation all rights to the website revert to the Designer and all original art must be returned, including sketches, comps, or other preliminary materials.
5. Credits and Promotion: Designer reserves the right to include screen shots of the completed work in his portfolio.
6. Preliminary Works: Designer retains all rights in and to all Preliminary Designs. Client shall return all Preliminary Designs to Designer within thirty (30) days of completion of the project and all rights in and to any Preliminary Designs shall remain the exclusive property of Designer.
7. Exclusions: The Designer is not responsible for any additional fees for functionality which are requested by the Client in the creation of the site. These services include, but are not limited to, website hosting, domain hosting, module subscriptions, and security certificates.
8. Permissions and Releases: The Client agrees to indemnify and hold the Designer harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Design at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.
9. Miscellaneous: This Agreement shall be binding upon the parties, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by a writing signed by both parties, except that the Client may authorize expenses or revisions orally. Any dispute arising out of this agreement will be resolved by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/ or binding arbitration through the American Arbitration Association. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions. This Agreement shall be governed by the laws of the State of Iowa and courts of such state shall have exclusive jurisdiction and venue.

This Agreement must be signed and returned before Designer can schedule or begin this job.

Designer Signature _____

Print Designer _____

Name Date _____

Client Signature _____

Print Client _____

Name Date _____

RESOLUTION NO. 1563

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH VEENSTRA & KIMM, INC. FOR COLLEGE STREET AND SECOND STREET IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$72,700.

WHEREAS, the City of West Branch, Iowa desires to construct improvements that are not eligible for grant funding in conjunction with the College Street Bridge Project; and;

WHEREAS, the City of West Branch, Iowa desires to construct improvements on College Street between First Street and Second Street, and on Second Street between College Street and Green Street; 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, the City Council understands that soil borings and soil testing, wetland delineation, environmental assessments, archeological investigations, legal surveys and easements, construction staking, and permit review fees are not included in the fee; and

WHEREAS, Veenstra & Kimm, Inc. is qualified and capable of supplying said engineering services for a total fee not to exceed Seventy-Two Thousand Seven Hundred Dollars (\$72,700); 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.

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Passed and approved this 6th day of February, 2017.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

ENGINEERING SERVICES AGREEMENT

COLLEGE STREET AND SECOND STREET IMPROVEMENTS WEST BRANCH, IOWA

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, 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 replace the College Street Bridge and has secured a grant for eligible costs associated with bridge replacement and has contracted for engineering services associated with the grant eligible portion of the project; and

WHEREAS, the **CITY** is required to enter into a separate engineering services agreement for the improvements in connection with the project that are not eligible for grant funding, said improvements generally described as College Street between First Street and Second Street, and Second Street between College Street and Green Street, 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 Seventy-Two Thousand Seven Hundred Dollars (\$72,700).

WHEREAS, accordingly, the **CITY** has agreed to engage the **CONSULTANT** as an independent contractor to assist in the design and construction of the Project for a total consulting fee not to exceed Seventy-Two Thousand Seven Hundred Dollars (\$72,700) under the terms and conditions set forth below.

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

I. SCOPE OF SERVICES.

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

II. TIME OF COMPLETION.

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

III. GENERAL TERMS AND PROVISIONS.

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

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

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

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

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

D. It is hereby acknowledged and agreed by both parties hereto that the engagement of the **CONSULTANT** by the **CITY** in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the

Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the **CONSULTANT** has first obtained the written approval of same from the **CITY**; and further provided that, should the **CONSULTANT** so engage subcontractors under the terms of this Subparagraph III(D), the **CONSULTANT** shall solely responsible for compensating any such subcontractors.

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

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

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

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

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

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

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

L. If the **CONSULTANT** is providing Construction Administration or Supervision under this Agreement, the **CONSULTANT** shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the **CONSULTANT** and **CITY** in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being performed by contractors and/or subcontractors. Based on information obtained during such visits and on such

observations, the **CONSULTANT** shall endeavor to determine to the best of the **CONSULTANT**'s ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the **CITY** informed of the progress of the work on the Project and any concerns the **CONSULTANT** may have regarding same.

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

IV. COMPENSATION FOR SERVICES.

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement for a total fee not to exceed Seventy-Two Thousand Seven Hundred Dollars (\$72,700). Said total fees shall be paid by the **CITY** to the **CONSULTANT** in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the **CONSULTANT** does hereby acknowledge and confirm the **CONSULTANT**'s understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the **CITY** would not have engaged the **CONSULTANT**. Accordingly, the **CONSULTANT** also acknowledges that:

A. No payment shall be made to the **CONSULTANT** hereunder if the Project is not proceeding on schedule unless otherwise 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

COLLEGE STREET AND SECOND STREET IMPROVEMENTS WEST BRANCH, IOWA

EXHIBIT "A"

SCOPE OF SERVICES:

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

1. Coordinate work with design activity on College Street Bridge project.
2. Topographic and existing utility surveying of the project area.
3. Preliminary design and coordination meetings with the City.
4. Prepare and submit necessary permit applications.
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 480 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

COLLEGE STREET AND SECOND STREET IMPROVEMENTS WEST BRANCH, IOWA

EXHIBIT "B"

TIME OF COMPLETION:

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

1. Topographic surveying of the project area shall be completed by March 31, 2017
2. Draft plans and specifications for City review shall be delivered by July 1, 2017.
3. Final construction plans and specifications shall be delivered by September 1, 2017.
4. Estimated bid date for project is October 15, 2017 if College Street Bridge plans can be approved by that date.
5. Construction of improvements shall be completed by July 1, 2019.

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

COLLEGE STREET AND SECOND STREET IMPROVEMENTS WEST BRANCH, IOWA

EXHIBIT "C"

COMPENSATION FOR SERVICES:

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

1. For **DESIGN SERVICES**, the fee for design services, design conferences, topographic survey, preparation of plans and specifications for the project, and securing necessary permits and approvals shall be the lump sum fee of Thirty-Five Thousand Four Hundred Dollars (\$35,400);
2. For **GENERAL SERVICES**, the total fee for general services during construction and final review of the project shall be the lump sum fee of Six Thousand One Hundred Dollars (\$6,100);
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 Thirty One Thousand Two Hundred Dollars (\$31,200) based on providing 480 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

**COLLEGE STREET AND SECOND STREET IMPROVEMENTS
WEST BRANCH, IOWA**

EXHIBIT "D"

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

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

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

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

Estimate of Cost
College Street Improvements: Participating
West Branch, Iowa
October 11, 2016

	Description	Unit	Estimated Quantities	Unit Price	Extended Price	
1	CLEAR + GRUBB	Units	110	\$15.00	\$1,650.00	
2	EXCAVATION, CL 10, WASTE	CY	1320	\$15.00	\$19,800.00	
3	TOPSOIL, STRIP, SALVAGE + SPREAD	CY	500	\$5.00	\$2,500.00	
4	MODIFIED SUBBASE	CY	350	\$40.00	\$14,000.00	
5	STD/S-F PCC PAV'T, CL C CL 3, 7"	SY	1860	\$60.00	\$111,600.00	
6	SURF, DRIVEWAY, CL A CR STONE	Tons	200	\$25.00	\$5,000.00	
7	INTAKE, SW-501	Ea.	6	\$2,500.00	\$15,000.00	
8	SUBDRAIN, TILE, 4"	LF	1100	\$10.00	\$11,000.00	
9	SUBDRAIN OUTLET, RF-19E	Ea.	12	\$300.00	\$3,600.00	
10	STORM SWR G-M/CAS, TRNCHED, RCP 2000D, 15"	LF	110	\$50.00	\$5,500.00	
11	STORM SWR G-M/CAS, TRNCHED, RCP 2000D, 24"	LF	310	\$60.00	\$18,600.00	
12	INTAKE, SW-512, 24"	Ea.	1	\$2,000.00	\$2,000.00	
13	MANHOLE, SAN SWR, SW-301, 48"	Ea.	2	\$5,000.00	\$10,000.00	
14	MANHOLE, STORM SWR, SW-401, 48"	LF	1	\$5,000.00	\$5,000.00	
15	RMVL OF PAV'T	SY	595	\$10.00	\$5,950.00	
16	RMVL OF INTAKE + UTILITY ACCESS	Ea.	5	\$1,000.00	\$5,000.00	
17	SIDEWALK, PCC, 4"	SY	219	\$50.00	\$10,950.00	
18	SIDEWALK, PCC, 6"	SY	311	\$60.00	\$18,660.00	
19	DETECTABLE WARNING - CURB RAMP	SF	60	\$40.00	\$2,400.00	
20	DRIVEWAY, PCC, 6"	SY	109	\$40.00	\$4,360.00	
21	DRIVEWAY, PCC, 7"	SY	153	\$50.00	\$7,650.00	
22	CONSTRUCTION SURVEY	LS	1	\$10,000.00	\$10,000.00	
23	PAINTED PAV'T MARK, WATERBORNE/SOLVENT	STA	2	\$500.00	\$1,000.00	
24	TRAFFIC CONTROL	LS	1	\$2,000.00	\$2,000.00	
25	MOBILIZATION	LS	1	\$25,000.00	\$25,000.00	
26	SILT FENCE	LF	500	\$2.00	\$1,000.00	
27	RMVL OF SILT FENCE	LF	500	\$0.50	\$250.00	
28	CLEAN-OUT OF SILT FENCE	LF	500	\$1.00	\$500.00	
					Subtotal	\$319,970.00
					15% Contingency	\$48,000.00
					Roadway Participating Subtotal	\$367,970.00
29	BRIDGE & APPROACH PAVEMENT	LS	1	\$705,000.00	\$705,000.00	
					Construction Total	\$1,072,970.00
					Preliminary Engineering for Participating	\$36,010.00
					Final Design Engineering for Participating	\$96,144.00
					Coordination for Easements and Right-of-Way	\$44,500.00
					Purchase Easements and Right-of-Way	\$70,000.00
					Resident Engineering during Construction	\$150,000.00
					Project Total	\$1,469,624.00
					IDOT Maximum Contribution \$	1,000,000.00
					City Portion (Participating) \$	469,624.00

Estimate of Cost
College Street Improvements: Non-Participating
West Branch, Iowa
October 11, 2016

	Description	Unit	Estimated Quantities	Unit Price	Extended Price
1	CLEAR + GRUBB	Units	20	\$15.00	\$300.00
2	EXCAVATION, CL 10, WASTE	CY	2000	\$15.00	\$30,000.00
3	TOPSOIL, STRIP, SALVAGE + SPREAD	CY	600	\$5.00	\$3,000.00
4	MODIFIED SUBBASE	CY	430	\$40.00	\$17,200.00
5	STD/S-F PCC PAV'T, CL C CL 3, 7"	SY	2338	\$60.00	\$140,280.00
6	HMA (300K ESAL) I-S, 1/2", NO FRIC	Tons	25	\$90.00	\$2,250.00
7	SURF, DRIVEWAY, CL A CR STONE	Tons	50	\$25.00	\$1,250.00
8	INTAKE, SW-501	Ea.	6	\$2,500.00	\$15,000.00
9	SUBDRAIN, TILE, 4"	LF	1100	\$10.00	\$11,000.00
10	SUBDRAIN OUTLET, RF-19E	Ea.	14	\$300.00	\$4,200.00
11	STORM SWR G-M/CAS, TRNCHED, RCP 2000D, 15"	LF	150	\$50.00	\$7,500.00
12	STORM SWR G-M/CAS, TRNCHED, RCP 2000D, 18"	LF	30	\$55.00	\$1,650.00
13	STORM SWR G-M/CAS, TRNCHED, RCP 2000D, 24"	LF	110	\$60.00	\$6,600.00
14	APRON, CONC, 24"	Ea.	1	\$1,000.00	\$1,000.00
15	MANHOLE, SAN SWR, SW-301, 48"	Ea.	2	\$5,000.00	\$10,000.00
16	MANHOLE, STORM SWR, SW-401, 48"	LF	1	\$5,000.00	\$5,000.00
17	RMVL OF PAV'T	SY	250	\$10.00	\$2,500.00
18	RMVL OF INTAKE + UTILITY ACCESS	Ea.	1	\$1,000.00	\$1,000.00
19	SIDEWALK, PCC, 4"	SY	493	\$50.00	\$24,650.00
20	DETECTABLE WARNING - CURB RAMP	SF	60	\$40.00	\$2,400.00
21	DRIVEWAY, PCC, 6"	SY	142	\$40.00	\$5,680.00
22	DRIVEWAY, PCC, 7"	SY	42	\$50.00	\$2,100.00
23	CONSTRUCTION SURVEY	LS	1	\$10,000.00	\$10,000.00
24	PAINTED PAV'T MARK, WATERBORNE/SOLVENT	STA	2	\$500.00	\$1,000.00
25	TRAFFIC CONTROL	LS	1	\$2,000.00	\$2,000.00
26	MOBILIZATION	LS	1	\$25,000.00	\$25,000.00
27	WATER MAIN, TRENCHED, PVC, 6"	LF	1414	\$35.00	\$49,490.00
28	VALVE, GATE, DIP, 6"	Ea.	8	\$1,000.00	\$8,000.00
29	SILT FENCE	LF	500	\$2.00	\$1,000.00
30	RMVL OF SILT FENCE	LF	500	\$0.50	\$250.00
31	CLEAN-OUT OF SILT FENCE	LF	500	\$1.00	\$500.00
32	MISCELLANEOUS SANITARY SEWER REPAIRS	LS	1	\$30,000.00	\$30,000.00
				Subtotal	\$421,800.00
				15% Contingency	\$63,000.00
				Construction Total	\$484,800.00
				15% Engineering	\$ 72,700.00
				Project Total	\$ 557,500.00

Summary of Project Cost
College Street Improvements: Participating + Non-participating
West Branch, Iowa
October 11, 2016

Participating	\$ 1,469,624.00
Non-participating	\$ 557,500.00
Total	\$ 2,027,124.00
IDOT Contribution	\$ 1,000,000.00
City Contribution	\$ 1,027,124.00
CIP Budget	\$ 885,000.00
Deficit	\$ 142,124.00

RESOLUTION NO. 1564

ORDERING NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF THE MAIN STREET SIDEWALK – PHASE 4 PROJECT FOR THE CITY OF WEST BRANCH, IOWA, AND THE TAKING OF BIDS THEREFOR

WHEREAS, the City Council intends to complete the Main Street Sidewalk – Phase 4 Project as a continuation of efforts to repair and replace sidewalks in Downtown Historic West Branch.

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that the City Clerk is hereby directed to give notice in substantially the following form:

NOTICE OF PUBLIC HEARING

MAIN STREET SIDEWALK – PHASE 4 PROJECT
WEST BRANCH, IOWA

Notice is hereby given that a public hearing will be held by the City of West Branch on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the MAIN STREET SIDEWALK – PHASE 4 PROJECT at its meeting at 7:00 p.m. on the 21st day of February, 2017, in the Council Chambers at City Hall, 110 North Poplar Street, West Branch, Iowa. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed Form of Contract, and the Estimate of the Cost for the project.

Published by the order of the City of West Branch, Iowa, on this 9th day of February, 2017.

CITY OF WEST BRANCH, IOWA,

By: Roger Laughlin

Title: Mayor

* * * * *

Passed and approved this 6th day of February, 2017.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1565

ORDERING NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF THE NORTH FIRST STREET IMPROVEMENTS PROJECT FOR THE CITY OF WEST BRANCH, IOWA, AND THE TAKING OF BIDS THEREFOR

WHEREAS, the City Council intends to complete the North First Street Improvements Project as a continuation of efforts to repair and replace streets in the City of West Branch.

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that the City Clerk is hereby directed to give notice in substantially the following form:

NOTICE OF PUBLIC HEARING

NORTH FIRST STREET IMPROVEMENTS PROJECT
WEST BRANCH, IOWA

Notice is hereby given that a public hearing will be held by the City of West Branch on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the NORTH FIRST STREET IMPROVEMENTS PROJECT at its meeting at 7:00 p.m. on the 21st day of February, 2017, in the Council Chambers at City Hall, 110 North Poplar Street, West Branch, Iowa. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed Form of Contract, and the Estimate of the Cost for the project.

Published by the order of the City of West Branch, Iowa, on this 9th day of February, 2017.

CITY OF WEST BRANCH, IOWA,

By: Roger Laughlin

Title: Mayor

* * * * *

Passed and approved this 6th day of February, 2017.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1566

RESOLUTION AWARDING THE CONSTRUCTION CONTRACT FOR THE MAIN STREET WATER MAIN IMPROVEMENTS PROJECT.

WHEREAS, the City Council did heretofore deem it necessary to make water main improvements along Main Street, said project being referred to as the “Main Street Water Improvements Project” (the “Project”); and

WHEREAS, the City did receive nine bids for said Project following notice of the same; and

WHEREAS, the lowest bid was received from KMA Trucking and Excavating from LeClaire, Iowa, however, the bid was not responsive, and therefore, pursuant to Section 26.9 of the Code of Iowa, this bid is hereby rejected; and

WHEREAS, the lowest responsive, responsible bidder was BWC Excavating, LC, from Solon, Iowa, in a bid amount of \$157,595.26; and

WHEREAS, the City Engineer recommends award of the construction contract to BWC Excavating.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Branch, Iowa, that the Council does hereby award the construction contract to the lowest responsive, responsible bidder, BWC Excavating, LC in the contract amount of \$157,595.26. Further, the Mayor and City Clerk are hereby directed to execute any and all documentation necessary for the construction of this Project.

Passed and approved this 6th day of February, 2017.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



BID TABULATION
 MAIN STREET WATER MAIN IMPROVEMENTS
 WEST BRANCH, IOWA

Project: Construct Main Street Water Main Improvements
 for the following unit and lump sum prices:

Bid No. 1
KMA Trucking & Excavating LLC
 22050 277th Avenue
 LeClaire, IA 52753

Bid No. 2
BWC Excavating LC
 1303 Hickory Hollow Road
 Solon, IA 52333

Bid No. 3
Miller Trucking & Excavating
 3303 John Deere Road
 Silvis, IL 61282

Description	Unit	Bid No. <u>1</u>			Bid No. <u>2</u>			Bid No. <u>3</u>		
		Estimated Quantities	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price		
1.1 Mobilization	LS	xxxxx	xxxxx	\$ 17,795.00	xxxxx	\$ 18,000.00	xxxxx	\$ 7,400.00		
1.2 Traffic Control	LS	xxxxx	xxxxx	\$ 2,250.00	xxxxx	\$ 3,500.00	xxxxx	\$ 2,000.00		
1.3 Construction Survey	LS	xxxxx	xxxxx	\$ 1,500.00	xxxxx	\$ 1,300.00	xxxxx	\$ 1,500.00		
1.4 Pavement Removal										
1.4.1 Curb & Gutter	LF	165	\$ 0.01	\$ 1.65	\$ 25.00	\$ 4,125.00	\$ 10.00	\$ 1,650.00		
1.4.2 Pavement	SY	276	\$ 0.01	\$ 2.76	\$ 10.00	\$ 2,760.00	\$ 12.00	\$ 3,312.00		
1.4.3 Driveway	SY	134	\$ 0.01	\$ 1.34	\$ 10.00	\$ 1,340.00	\$ 12.00	\$ 1,608.00		
1.4.4 Sidewalk	SY	46	\$ 0.01	\$ 0.46	\$ 10.00	\$ 460.00	\$ 10.00	\$ 460.00		
1.5 Surface Replacement										
1.5.1 Granular Surfacing	SY	7.5	\$ 0.01	\$ 0.08	\$ 53.60	\$ 402.00	\$ 40.00	\$ 300.00		
1.5.2 6" PCC Curb & Gutter	LF	165	\$ 0.01	\$ 1.65	\$ 37.00	\$ 6,105.00	\$ 40.00	\$ 6,600.00		
1.5.3 PCC Pavement	SY	182	\$ 0.01	\$ 1.82	\$ 41.00	\$ 7,462.00	\$ 80.00	\$ 14,560.00		
1.5.4 6" HMA Driveway	Tons	16	\$ 0.01	\$ 0.16	\$ 140.00	\$ 2,240.00	\$ 130.00	\$ 2,080.00		
1.5.5 8" HMA Pavement	Tons	68	\$ 0.01	\$ 0.68	\$ 195.00	\$ 13,260.00	\$ 130.00	\$ 8,840.00		
1.5.6 Sidewalk	SY	54	\$ 0.01	\$ 0.54	\$ 65.00	\$ 3,510.00	\$ 80.00	\$ 4,320.00		
1.6 Seeding	LS	1	\$ 1.00	\$ 7,000.00	\$ 5,700.00	\$ 5,700.00	\$ 4,500.00	\$ 4,500.00		
1.7 Water Main in Open Cut	LF	968	\$ 92.85	\$ 89,878.80	\$ 49.10	\$ 47,528.80	\$ 60.00	\$ 58,080.00		
1.8 Gate Valves										
1.8.1 6" DIP	Ea.	4	\$ 1,000.00	\$ 4,000.00	\$ 1,866.11	\$ 7,464.44	\$ 800.00	\$ 3,200.00		
1.8.2 8" DIP	Ea.	5	\$ 1,375.00	\$ 6,875.00	\$ 1,916.16	\$ 9,580.80	\$ 1,200.00	\$ 6,000.00		
1.9 Water Servie Connections										
1.9.1 Open Cut w/Curb Stop	Ea.	6	\$ 1,150.00	\$ 6,900.00	\$ 1,232.52	\$ 7,395.12	\$ 1,250.00	\$ 7,500.00		
1.9.2 Bored w/ Curb Stop	Ea.	10	\$ 1,750.00	\$ 17,500.00	\$ 1,546.21	\$ 15,462.10	\$ 2,400.00	\$ 24,000.00		
Total Base Bid (Items 1.1 - 1.9)										
				\$ 153,709.94		\$ 157,595.26		\$ 157,910.00		

BID TABULATION
 MAIN STREET WATER MAIN IMPROVEMENTS
 WEST BRANCH, IOWA

Project: Construct Main Street Water Main Improvements
 for the following unit and lump sum prices:

Bid No. 4

Bid No. 5

Bid No. 6

Lynch's Excavating, Inc.
 1967 Baker Avenue
 West Branch, IA 52358

Ricklefs Excavating, Ltd.
 12536 Buffalo Road
 Anamosa, IA 52205

Sulzco LLC
 P.O. Box 1639
 Muscatine, IA 52761

Description	Unit	Estimated Quantities	Bid No. 4		Bid No. 5		Bid No. 6	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1.1 Mobilization	LS	xxxxx	xxxxx	\$ 3,000.00	xxxxx	\$ 16,000.00	xxxxx	\$ 4,500.00
1.2 Traffic Control	LS	xxxxx	xxxxx	\$ 3,960.00	xxxxx	\$ 2,500.00	xxxxx	\$ 12,000.00
1.3 Construction Survey	LS	xxxxx	xxxxx	\$ 1,500.00	xxxxx	\$ 1,500.00	xxxxx	\$ 3,500.00
1.4 Pavement Removal								
1.4.1 Curb & Gutter	LF	165	\$ 5.00	\$ 825.00	\$ 4.00	\$ 660.00	\$ 3.00	\$ 495.00
1.4.2 Pavement	SY	276	\$ 14.00	\$ 3,864.00	\$ 6.00	\$ 1,656.00	\$ 6.00	\$ 1,656.00
1.4.3 Driveway	SY	134	\$ 9.00	\$ 1,206.00	\$ 6.00	\$ 804.00	\$ 6.00	\$ 804.00
1.4.4 Sidewalk	SY	46	\$ 5.00	\$ 230.00	\$ 6.00	\$ 276.00	\$ 8.00	\$ 368.00
1.5 Surface Replacement								
1.5.1 Granular Surfacing	SY	7.5	\$ 22.50	\$ 168.75	\$ 6.00	\$ 45.00	\$ 28.00	\$ 210.00
1.5.2 6" PCC Curb & Gutter	LF	165	\$ 28.00	\$ 4,620.00	\$ 30.00	\$ 4,950.00	\$ 45.00	\$ 7,425.00
1.5.3 PCC Pavement	SY	182	\$ 54.00	\$ 9,828.00	\$ 60.00	\$ 10,920.00	\$ 70.00	\$ 12,740.00
1.5.4 6" HMA Driveway	Tons	16	\$ 140.00	\$ 2,240.00	\$ 120.00	\$ 1,920.00	\$ 134.50	\$ 2,152.00
1.5.5 8" HMA Pavement	Tons	68	\$ 148.00	\$ 10,064.00	\$ 120.00	\$ 8,160.00	\$ 134.50	\$ 9,146.00
1.5.6 Sidewalk	SY	54	\$ 45.00	\$ 2,430.00	\$ 45.00	\$ 2,430.00	\$ 45.00	\$ 2,430.00
1.6 Seeding	LS	1		\$ 4,500.00	\$ 5,500.00	\$ 5,500.00	\$ 2,000.00	\$ 2,000.00
1.7 Water Main in Open Cut	LF	968	\$ 78.50	\$ 75,988.00	\$ 80.00	\$ 77,440.00	\$ 75.00	\$ 72,600.00
1.8 Gate Valves								
1.8.1 6" DIP	Ea.	4	\$ 850.00	\$ 3,400.00	\$ 1,100.00	\$ 4,400.00	\$ 2,800.00	\$ 11,200.00
1.8.2 8" DIP	Ea.	5	\$ 1,350.00	\$ 6,750.00	\$ 1,400.00	\$ 7,000.00	\$ 1,800.00	\$ 9,000.00
1.9 Water Servie Connections								
1.9.1 Open Cut w/Curb Stop	Ea.	6	\$ 1,450.00	\$ 8,700.00	\$ 1,250.00	\$ 7,500.00	\$ 2,175.00	\$ 13,050.00
1.9.2 Bored w/ Curb Stop	Ea.	10	\$ 2,850.00	\$ 28,500.00	\$ 2,000.00	\$ 20,000.00	\$ 2,650.00	\$ 26,500.00
Total Base Bid (Items 1.1 - 1.9)				\$ 171,773.75		\$ 173,661.00		\$ 191,776.00

BID TABULATION
 MAIN STREET WATER MAIN IMPROVEMENTS
 WEST BRANCH, IOWA

Project: Construct Main Street Water Main Improvements for the following unit and lump sum prices:

Bid No. 7
Yordi Excavating, Inc.
 6518 Harrison Road SW
 Cedar Rapids, IA 52404

Bid No. 8
Tschiggfrie Excavating Company
 425 Julien Dubuque Drive
 Dubuque, IA 52003

Bid No. 9
Hometown Plumbing & Heating, Inc.
 13606 118th Avenue
 Davenport, IA 52804

Description	Unit	Estimated			Extended			Extended		
		Quantities	Unit Price	Price	Unit Price	Price	Unit Price	Price		
1.1 Mobilization	LS	xxxxx	xxxxx	\$ 49,100.00	xxxxx	\$ 47,000.00	xxxxx	\$ 15,800.00		
1.2 Traffic Control	LS	xxxxx	xxxxx	\$ 2,000.00	xxxxx	\$ 3,700.00	xxxxx	\$ 11,319.00		
1.3 Construction Survey	LS	xxxxx	xxxxx	\$ 2,000.00	xxxxx	\$ 1,500.00	xxxxx	\$ 3,990.00		
1.4 Pavement Removal										
1.4.1 Curb & Gutter	LF	165	\$ 10.00	\$ 1,650.00	\$ 13.30	\$ 2,194.50	\$ 4.20	\$ 693.00		
1.4.2 Pavement	SY	276	\$ 25.00	\$ 6,900.00	\$ 16.90	\$ 4,664.40	\$ 32.00	\$ 8,832.00		
1.4.3 Driveway	SY	134	\$ 25.00	\$ 3,350.00	\$ 14.50	\$ 1,943.00	\$ 31.50	\$ 4,221.00		
1.4.4 Sidewalk	SY	46	\$ 25.00	\$ 1,150.00	\$ 11.70	\$ 538.20	\$ 8.00	\$ 368.00		
1.5 Surface Replacement										
1.5.1 Granular Surfacing	SY	7.5	\$ 60.00	\$ 450.00	\$ 24.40	\$ 183.00	\$ 22.00	\$ 165.00		
1.5.2 6" PCC Curb & Gutter	LF	165	\$ 45.00	\$ 7,425.00	\$ 29.10	\$ 4,801.50	\$ 36.00	\$ 5,940.00		
1.5.3 PCC Pavement	SY	182	\$ 50.00	\$ 9,100.00	\$ 63.90	\$ 11,629.80	\$ 128.00	\$ 23,296.00		
1.5.4 6" HMA Driveway	Tons	16	\$ 150.00	\$ 2,400.00	\$ 135.00	\$ 2,160.00	\$ 147.00	\$ 2,352.00		
1.5.5 8" HMA Pavement	Tons	68	\$ 200.00	\$ 13,600.00	\$ 135.00	\$ 9,180.00	\$ 204.75	\$ 13,923.00		
1.5.6 Sidewalk	SY	54	\$ 85.00	\$ 4,590.00	\$ 38.00	\$ 2,052.00	\$ 9.00	\$ 486.00		
1.6 Seeding	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 7,500.00	\$ 7,500.00	\$ 3,900.00	\$ 3,900.00		
1.7 Water Main in Open Cut	LF	968	\$ 60.00	\$ 58,080.00	\$ 82.40	\$ 79,763.20	\$ 75.50	\$ 73,084.00		
1.8 Gate Valves										
1.8.1 6" DIP	Ea.	4	\$ 1,500.00	\$ 6,000.00	\$ 1,200.00	\$ 4,800.00	\$ 5,482.00	\$ 21,928.00		
1.8.2 8" DIP	Ea.	5	\$ 2,000.00	\$ 10,000.00	\$ 1,500.00	\$ 7,500.00	\$ 1,605.00	\$ 8,025.00		
1.9 Water Servie Connections										
1.9.1 Open Cut w/Curb Stop	Ea.	6	\$ 1,600.00	\$ 9,600.00	\$ 1,800.00	\$ 10,800.00	\$ 1,911.00	\$ 11,466.00		
1.9.2 Bored w/ Curb Stop	Ea.	10	\$ 2,800.00	\$ 28,000.00	\$ 2,800.00	\$ 28,000.00	\$ 2,760.00	\$ 27,600.00		
Total Base Bid										
(Items 1.1 - 1.9)				\$ 217,895.00		\$ 229,909.60		\$ 237,388.00		
				\$ 218,865.00						

I hereby certify that this is a true tabulation of bids received on January 26, 2017 by the City of West Branch, Iowa for the Main Street Water Main Improvements.



Dave Schechinger, P.E.
Iowa License No. 16538
My license renewal date is December 31, 2018



RESOLUTION NO. 1567

RESOLUTION AWARDING THE CONSTRUCTION CONTRACT FOR THE SANITARY SEWER REHABILITATION PROJECT – PHASE 2.

WHEREAS, the City Council did heretofore deem it necessary to make repairs to the City sanitary sewer system to alleviate infiltration into said system, said project being referred to as the “Sanitary Sewer Rehabilitation Project – Phase 2” (the “Project”); and

WHEREAS, the City did receive three bids for said Project following notice of the same; and

WHEREAS, the lowest bid was received from Municipal Pipe & Tool Company from Hudson, Iowa, however, the bidder has been deemed not responsible, and therefore, pursuant to Section 26.9 of the Code of Iowa, this bid is hereby rejected; and

WHEREAS, the lowest responsive, responsible bidder was Visu-Sewer, Inc., from Pewaukee, Wisconsin, in a bid amount of \$136,370.50; and

WHEREAS, the City Engineer recommends award of the construction contract to Visu-Sewer.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Branch, Iowa, that the Council does hereby award the construction contract to the lowest responsive, responsible bidder, Visu-Sewer, Inc., in the contract amount of \$136,570.50. Further, the Mayor and City Clerk are hereby directed to execute any and all documentation necessary for the construction of this Project.

Passed and approved this 6th day of February, 2017.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



BID TABULATION
SANITARY SEWER REHABILITATION - PHASE 2
WEST BRANCH, IOWA

Project: Construct Sanitary Sewer Rehabilitation –
Phase 2 for the following unit and lump sum prices:

Bid No. 1

Municipal Pipe Tool Co. LLC
515 5th St.; P.O. Box 398
Hudson, IA 50643

Bid No. 2

Visu-Sewer, Inc.
W230N4855 Betker Drive
Pewaukee, WI 53072

Bid No. 3

SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366

Description	Unit	Estimated		Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
		Quantities	Unit Price					
1.1 Mobilization	LS	xxxxx	xxxxx	\$ 3,000.00	xxxxx	\$ 3,250.00	xxxxx	\$ 9,000.00
1.2 Traffic Control	LS	xxxxx	xxxxx	\$ 2,500.00	xxxxx	\$ 100.00	xxxxx	\$ 2,000.00
1.3 Sanitary Sewer 8" Cleaning	LF	5,575	\$ 0.75	\$ 4,181.25	\$ 1.00	\$ 5,575.00	\$ 2.00	\$ 11,150.00
1.4 Sanitary Sewer 8" Televising	LF	10,462	\$ 0.75	\$ 7,846.50	\$ 0.50	\$ 5,231.00	\$ 1.00	\$ 10,462.00
1.5 Cured-in-Place Lined Sewer 8"	LF	4,887	\$ 18.00	\$ 87,966.00	\$ 19.50	\$ 95,296.50	\$ 22.00	\$ 107,514.00
1.6 CIPP Service Reinstatement	LF	79	\$ 50.00	\$ 3,950.00	\$ 25.00	\$ 1,975.00	\$ 10.00	\$ 790.00
1.7 Sewer Service Grouting	EA.	79	\$ 225.00	\$ 17,775.00	\$ 290.00	\$ 22,910.00	\$ 350.00	\$ 27,650.00
1.8 Protruding Services	EA.	9	\$ 200.00	\$ 1,800.00	\$ 100.00	\$ 900.00	\$ 305.00	\$ 2,745.00
1.9 Pipe Reaming	LF	1,244	\$ 2.00	\$ 2,488.00	\$ 0.50	\$ 622.00	\$ 1.50	\$ 1,866.00
1.10 Root Sawing	LF	1,022	\$ 1.00	\$ 1,022.00	\$ 0.50	\$ 511.00	\$ 1.50	\$ 1,533.00
Total Base Bid (Items 1.1 - 1.10)					\$ 132,528.75	\$ 136,370.50		\$ 174,710.00

I hereby certify that this is a true tabulation of bids received on January 26, 2017 by the City of West Branch, Iowa for the Sanitary Sewer Rehabilitation - Phase 2.



Dave Schechinger, P.E.
Iowa License No. 16538
My license renewal date is December 31, 2018



RESOLUTION NO. 1568

A RESOLUTION APPROVING CHANGE ORDER NUMBER THREE, REVISED IN THE AMOUNT BY \$13,530.59 ON THE 4TH STREET RECONSTRUCTION PROJECT.

WHEREAS, Cornerstone Excavating, Inc. of Washington, IA was awarded the construction contract for the 4th Street Reconstruction Project for West Branch, Iowa (the "Project") by the West Branch City Council through the passage of Resolution 1440 on April 4, 2016 in the amount of \$756,332.50; and

WHEREAS, the West Branch City Council subsequently approved Change Order No. 1 on August 1, 2016 in the amount of \$5,645.00 bringing the final contract price to \$761,977.50; and

WHEREAS, the West Branch City Council subsequently approved on August 1, 2016 Change Order No. 2 in the amount of \$49,247.50 bringing the final contract price to \$811,225.00; and

WHEREAS, the West Branch City Council subsequently decided not to pursue the work approved under Change Order No. 2 on August 1, 2016 in the amount of \$49,247.50 bringing the final contract price back down to \$761,997.50; and

WHEREAS, the West Branch City Council subsequently approved Change Order No. 3 on October 17, 2016 in the amount of \$10,955.60, however Cornerstone Excavating disputed the amount of the change order; and

WHEREAS, the West Branch City Council subsequently approved Change Order No. 4 in the amount of \$3,535.50 bringing the final contract price to \$765,533.00; and

WHEREAS, Change Order Number Three, Revised has been reviewed and recommended by the City Engineer; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves a change order with Cornerstone Excavating, Inc. for the 4th Street Reconstruction Project for West Branch, IA in an amount not to exceed \$13,530.59.

Passed and approved this 6th day of February, 2017.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



VEENSTRA & KIMM, INC.

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

February 1, 2017

CHANGE ORDER NO. 3 (Revised)

4th STREET RECONSTRUCTION
WEST BRANCH, IOWA

Change Order No. 3 Revised is for the following modifications to the project:

- | | |
|---|----------------------------|
| 1. Additional labor, material, and equipment to excavate, CL 10, Unsuit/Unstable Mat'l 1,131.75CY @ \$25.75/CY | \$ 29,142.56 |
| 2. Delete 606.29CY of Excavation, CL 10, Unsuit/Unstable Mat'l from bid item # 3 @ \$25.75/CY | (\$15,611.97) |
| 3. Contract completion date will be extended for two working days due to the additional work regarding the Excavation, CL 10 Unsuitable/Unstab Mat'l. | \$ 0.00 |
| Total: | <u>\$ 13,530.59</u> |

Change Order No. 3 (Revised) increases the contract amount by \$ 13,530.59.

CORNERSTONE EXCAVATING, INC.

CITY OF WEST BRANCH, IOWA

By _____

By _____

Title _____

Title _____

Date _____

Date _____

VEENSTRA & KIMM, INC.

ATTEST:

By _____

By _____

Title Project Engineer

Title _____

Date February 1, 2017

Date _____

RESOLUTION NO. 1569

A RESOLUTION APPROVING CHANGE ORDER NUMBER FIVE IN THE AMOUNT BY \$2,524.44 AND PAY ESTIMATE NUMBER SIX IN THE AMOUNT OF \$33,361.15 ON THE 4TH STREET RECONSTRUCTION PROJECT.

WHEREAS, Cornerstone Excavating, Inc. of Washington, IA was awarded the construction contract for the 4th Street Reconstruction Project for West Branch, Iowa (the "Project") by the West Branch City Council through the passage of Resolution 1440 on April 4, 2016 in the amount of \$756,332.50; and

WHEREAS, the West Branch City Council subsequently approved Change Order No. 1 on August 1, 2016 in the amount of \$5,645.00 bringing the final contract price to \$761,977.50; and

WHEREAS, the West Branch City Council subsequently approved on August 1, 2016 Change Order No. 2 in the amount of \$49,247.50 bringing the final contract price to \$811,225.00; and

WHEREAS, the West Branch City Council subsequently decided not to pursue the work approved under Change Order No. 2 on August 1, 2016 in the amount of \$49,247.50 bringing the final contract price back down to \$761,997.50; and

WHEREAS, the West Branch City Council subsequently approved Change Order No. 3 on October 17, 2016 in the amount of \$10,955.60, however Cornerstone Excavating disputed the amount of the change order; and

WHEREAS, the West Branch City Council subsequently approved Change Order No. 4 in the amount of \$3,535.50 bringing the final contract price to \$765,513.00; and

WHEREAS, the West Branch City Council subsequently approved Change Order No. 3, Revised in the amount of \$13,530.59 bringing the final contract price to \$779,043.59; and

WHEREAS, Change Order No. 5 in the amount of \$2,524.44 is now being brought before the City Council for their consideration; and

WHEREAS, in the event that the City Council approves Change Order No. 5 in the amount of \$2,524.44, it would bring the final contract price to \$781,568.03; and

WHEREAS, Change Order Number Five has been reviewed and recommended by the City Engineer; and

WHEREAS, Pay Estimate Number Six in the amount of \$33,361.15 has also been reviewed and recommended by the City Engineer; and

WHEREAS, it is now necessary for the City Council to approve said change order and pay estimate.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves a change order with Cornerstone Excavating, Inc. for the 4th Street Reconstruction Project for West Branch, IA in an amount not to exceed \$2,524.44 and pay estimate number six in the amount of \$33,361.15.

Passed and approved this 6th day of February, 2017.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



VEENSTRA & KIMM, INC.

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

February 1, 2017

CHANGE ORDER NO. 5

4th STREET RECONSTRUCTION
WEST BRANCH, IOWA

Change Order No. 5 is for the following modifications to the project:

- 1. Additional labor, material, and equipment for the adjustment of final grade using modified subbase. 18.64 CY @ \$33.50/CY \$ 624.44
- 2. Additional labor, material, and equipment for adjustment of intake structures. 4 Ea. @ \$475/Ea. \$ 1,900.00

Total: \$ 2,524.44

Change Order No. 5 increases the contract amount by \$ 2,524.44.

CORNERSTONE EXCAVATING, INC.

CITY OF WEST BRANCH, IOWA

By _____

By _____

Title _____

Title _____

Date _____

Date _____

VEENSTRA & KIMM, INC.

ATTEST:

By _____

By _____

Title Project Engineer

Title _____

Date February 1, 2017

Date _____



PAY ESTIMATE NO. 6

February 1, 2017

**4th STREET RECONSTRUCTION
WEST BRANCH, IOWA**

Cornerstone Excavating, Inc.
1320 W. Main Street; P.O. Box 928
Washington, IA 52353

Contract Amount \$756,332.50
Contract Date April 4, 2016
Pay Period December 14, 2016 - January 10, 2017

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1	Clear + Grubb	Unit	10	\$ 200.00	\$ 2,000.00	10	\$ 2,000.00
2	Excavation, CL 10, Rdwy + Borrow	CY	2,486	\$ 8.25	\$ 20,509.50	2,486	\$ 20,509.50
3	Excavation, CL 10, Unsuit/Unstab Mat'l	CY	3,091	\$ 25.75	\$ 79,593.25	3,091	\$ 79,593.25
4	Excavation, CL 13, Rdwy + Borrow	CY	565	\$ 8.25	\$ 4,661.25	565	\$ 4,661.25
5	Topsoil, Strip, Salvage + Spread	CY	700	\$ 10.00	\$ 7,000.00	700	\$ 7,000.00
6	Subgrade Stabil Mat'l	SY	239	\$ 14.00	\$ 3,346.00	239	\$ 3,346.00
7	Subgrade Stabil Mat'l, Polymer Grid	SY	239	\$ 3.50	\$ 836.50	239	\$ 836.50
8	Modified Subbase	CY	1,116	\$ 33.50	\$ 37,386.00	1,116	\$ 37,386.00
9	Relocation Of Mail Box	Ea.	13	\$ 250.00	\$ 3,250.00	14	\$ 3,500.00
10	STD/S-F PCC Pav't, CL C CL 3, 7"	SY	3,853	\$ 40.00	\$ 154,120.00	3,853	\$ 154,120.00
11	HMA Comm Mix (Incl Asph Binder)	Ton	176	\$ 103.00	\$ 18,128.00	211.9	\$ 21,825.70
12	Granular Surf On Rd, CL A CR Stone	Ton	280	\$ 19.75	\$ 5,530.00	290.70	\$ 5,741.33
13	Rmvl of Exist Struct	LS	4	\$ 2,000.00	\$ 8,000.00	6	\$ 12,000.00
14	Apron, Conc, 15"	Ea.	2	\$ 875.00	\$ 1,750.00	2	\$ 1,750.00
15	Apron, Conc, 18"	Ea.	2	\$ 1,000.00	\$ 2,000.00	2	\$ 2,000.00
16	Apron, Conc, 42"	Ea.	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
17	Modular Block Retain Wall	SF	50	\$ 50.00	\$ 2,500.00	50	\$ 2,500.00
18	Manhole, San SWR, SW-301, 48"	Ea.	2	\$ 3,200.00	\$ 6,400.00	2	\$ 6,400.00
19	Manhole, Storm SWR, SW-401, 48"	Ea.	1	\$ 3,125.00	\$ 3,125.00	1	\$ 3,125.00
20	MH, Storm SWR, SW-403, Well Only	Ea.	1	\$ 7,800.00	\$ 7,800.00	1	\$ 7,800.00
21	MH, Storm SWR, SW-403, Top Only	Ea.	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
22	Manhole, Storm SWR, SW-404	Ea.	2	\$ 7,800.00	\$ 15,600.00	2	\$ 15,600.00
23	Intake, SW-508	Ea.	6	\$ 4,575.00	\$ 27,450.00	6	\$ 27,450.00
24	Intake, SW-510	Ea.	8	\$ 5,800.00	\$ 46,400.00	8	\$ 46,400.00
25	Intake, SW-512, 24"	Ea.	1	\$ 1,875.00	\$ 1,875.00	1	\$ 1,875.00
26	Intake, SW-513	Ea.	1	\$ 5,600.00	\$ 5,600.00	1	\$ 5,600.00
27	Connection To Exist Intake	Ea.	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
28	Subdrain, Longitudinal, (Shld) 6"	LF	1,470	\$ 9.50	\$ 13,965.00	1,602	\$ 15,219.00
29	Subdrain Outlet, DR-303	Ea.	2	\$ 175.00	\$ 350.00	18	\$ 3,150.00
30	Storm SWR G- Main, Tr, PVC, 8"	LF	58	\$ 39.50	\$ 2,291.00	50	\$ 1,975.00
31	Storm SWR G-Main, Tr, RCP, 12"	LF	130	\$ 46.00	\$ 5,980.00	130	\$ 5,980.00
32	Storm SWR G-Main, Tr, RCP, 15"	LF	346	\$ 48.00	\$ 16,608.00	329	\$ 15,792.00
33	Storm SWR G-Main, Tr, RCP, 18"	LF	421	\$ 50.00	\$ 21,050.00	449	\$ 22,450.00

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
34	Storm SWR G-Main,Tr, RCP,42"	LF	170	\$ 130.50	\$ 22,185.00	170	\$ 22,185.00
35	Rmv Storm SWR Pipe LE 36"	LF	484	\$ 20.00	\$ 9,680.00	559	\$ 11,180.00
36	Rmv Storm SWR Pipe GT 36"	LF	88	\$ 30.00	\$ 2,640.00	88	\$ 2,640.00
37	San SWR G-Main, Tr, PVC, 8"	LF	195	\$ 41.50	\$ 8,092.50	195	\$ 8,092.50
38	Rmvl of Pav't	SY	1,550	\$ 9.50	\$ 14,725.00	1,550	\$ 14,725.00
39	Rmvl of Sidewalk	SY	52	\$ 7.50	\$ 390.00	52	\$ 390.00
40	Sidewalk, PCC, 4"	SY	527	\$ 35.00	\$ 18,445.00	527	\$ 18,445.00
41	Detectable Warning	SF	80	\$ 36.00	\$ 2,880.00	80	\$ 2,880.00
42	Driveway, PCC, 6"	SY	232	\$ 40.00	\$ 9,280.00	251.5	\$ 10,060.00
43	Driveway, PCC, 7"	SY	1,051	\$ 40.00	\$ 42,040.00	1,098	\$ 43,920.00
44	Rmv + Reinstall Sign	Ea.	6	\$ 200.00	\$ 1,200.00	4	\$ 800.00
45	Construction Survey	LS	1	\$ 10,000.00	\$ 10,000.00	100%	\$ 10,000.00
46	Traffic Control	LS	1	\$ 5,500.00	\$ 5,500.00	100%	\$ 5,500.00
47	Mobilization	LS	1	\$ 48,500.00	\$ 48,500.00	100%	\$ 48,500.00
48	Water Main, Trenched, PVC, 8"	LF	75	\$ 36.50	\$ 2,737.50	36	\$ 1,314.00
49	Fittings By Count, DI, MJ	Ea.	12	\$ 450.00	\$ 5,400.00	10	\$ 4,500.00
50	Valve Box Extension	Ea.	2	\$ 300.00	\$ 600.00	5	\$ 1,500.00
51	Fire Hydrant Assembly, WM-201	Ea.	3	\$ 3,600.00	\$ 10,800.00	3	\$ 10,800.00
52	Seed + Fertilize (Urban)	Acre	1	\$ 4,800.00	\$ 4,800.00		\$ -
53	Spec. Ditch Control,Wood Excels. Mat	SQ	30	\$ 20.00	\$ 600.00		\$ -
54	Silt Fence	LF	911	\$ 2.00	\$ 1,822.00	620	\$ 1,240.00
55	Rmvl of Silt Fence/Fenc-Ditch Check	LF	911	\$ 0.50	\$ 455.50		\$ -
56	Maint of Silt Fenc/Fenc-Ditch Check	LF	911	\$ 0.50	\$ 455.50		\$ -
57	Mobilization, Erosion Control	Ea.	1	\$ 500.00	\$ 500.00	0.5	\$ 250.00
Contract Price:					\$ 756,332.50		\$ 764,007.03

MATERIALS STORED SUMMARY

Description	# of Units	Unit Price	Extended Cost
Total			\$ -

SUMMARY				
		Total Approved	Total Completed	
Contract Price		\$ 756,332.50	\$ 764,007.03	
Approved Change Order (list each)	Change Order No. 1	\$ 5,645.00	\$ 5,645.00	
	Change Order No. 2	\$ -	\$ -	
	Change Order No. 3 (Revised)	\$ 13,530.59	\$ 13,530.59	
	Change Order No. 4	\$ 3,535.50	\$ 3,535.50	
	Change Order No. 5	\$ 2,524.44	\$ 2,524.44	
	Revised Contract Price		\$ 781,568.03	\$ 789,242.56

Stored

Total Earned \$ 789,242.56

Retainage (5%) \$ 39,462.13

Total Earned Less Retainage \$ 749,780.43

Total Previously Approved (list each)			
	Pay Estimate No. 1	\$ 168,985.52	
	Pay Estimate No. 2	\$ 136,502.89	
	Pay Estimate No. 3	\$ 113,818.09	
	Pay Estimate No. 4 Revised	\$ 251,010.96	
	Pay Estimate No. 5	\$ 46,101.82	

Total Previously Approved \$ 716,419.28

Percent Complete 98%

Amount Due This Request \$ 33,361.15

The amount \$33,361.15 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
Cornerstone Excavating, Inc.

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
West Branch, Iowa

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: Eric Gould
Title: Engineer
Date: February 1, 2017

Signature: _____
Name: _____
Title: _____
Date: _____

RESOLUTION NO. 1570

A RESOLUTION APPROVING A PROPOSAL WITH NESPER SIGN ADVERTISING, INC. IN AN AMOUNT NOT TO EXCEED \$769.20 TO REMOVE EXISTING VINYL GRAPHICS FROM WAYFINDING SIGNAGE AND REPLACE WITH NEW GRAPHICS

WHEREAS, the City Council previously approved fabrication of signage with Nesper Sign Advertising Inc.; and

WHEREAS, the signs were difficult to read as the size of the letters were small; and

WHEREAS, the City has since adopted a new logo and now desires an update to the signage; and

WHEREAS, Nesper Sign Advertising has proposed to remove the existing vinyl graphics from the sign faces and replace with new graphics, including the City's new logo, and copy to include 2" copy upper case letters and 1.4" lower case letters for \$769.20; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves a proposal with Nesper Sign Advertising, Inc. for the replacement of graphic on wayfinding signage in an amount not to exceed \$769.20.

* * * * *

Passed and approved this 6th day of February, 2017.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

NESPER SIGN ADVERTISING, INC.

C E D A R R A P I D S , I O W A • N A T I O N A L

Proposal

Number: 29685

Date: 01/27/17

INSTALLED AT:

MAIN STREET WEST BRANCH

PO BOX 786
WEST BRANCH IA 52358

MAIN STREET WEST BRANCH

109 N DOWNEY ST
WEST BRANCH IA 52358
MacKENZIE KROB

Nesper Sign hereby proposes:

NESPER SIGN TO REMOVE EXISTING VINYL GRAPHICS FROM SIGN FACES AND REPLACE WITH NEW GRAPHICS AND COPY TO MATCH NESPER DESIGN# H-2943. COPY TO INCLUDE 2" COPY UPPER CASE AND 1.4" LOWER CASE. INSTALLATION BY OTHERS.
QUOTE...\$769.20 +TAX

DIGITAL PRINT OPTION:

ALL COPY TO BE DIGITALLY PRINTED AND APPLIED TO CURRENT SIGN FACES.
DIGITAL OPTION...\$590.70

All material is guaranteed to be as specified, and the above to be in accordance with the specifications submitted for the above work and completed in a workmanlike manner for the sum of:

DOLLARS: SEE ABOVE

TERMS: 1/2 DOWN NET 30 DAYS

Maximum Payment by Credit Card is \$5000.00

(INTEREST OF 1.5% WILL BE ADDED TO PAST DUE ACCOUNTS)

DONALD GARLAND

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I agree to the additional terms and conditions on reverse side.

BUYER

NESPER SIGN ADVERTISING, INC.

By _____

By _____

Title _____

Title _____

Guaranteed by _____

Contract Date _____

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

4620 J. St. SW • Cedar Rapids, IA 52404-4928
(319) 366 - 5312 • Fax (319) 366- 6493 • 800 332-8403



NESPER SIGN ADVERTISING, INC.

ADDITIONAL TERMS AND CONDITIONS

- 1) This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. Nesper shall not be responsible for errors in plans, designs, specifications or drawings furnished by buyer or for defects caused thereby.
- 2) Nesper shall commence the construction of display and prosecute the work thereon with the due diligence until completion. All obligations to be performed by Nesper hereunder shall be subject to delay or failure resulting from war, fire, labor disputes, unforeseen commercial delays, acts of God, regulations or restrictions of the Government or public authorities, or other accidents, forces, conditions or circumstances beyond its control.
- 3) BUYER SHALL BE RESPONSIBLE FOR SECURING AND MAINTAINING IN FORCE ALL NECESSARY PERMITS FROM THE OWNER OF THE PREMISES UPON WHICH DISPLAY IS TO BE INSTALLED, AND FOR ALL OTHER PRIVATE PERMISSIONS NECESSARY FOR THE MAINTENANCE, USE AND EXISTENCE OF DISPLAY. NESPER SHALL APPLY FOR PUBLIC PERMITS. BUYER SHALL BE RESPONSIBLE FOR ADDITIONAL COSTS INCURRED SHOULD PROCEDURES OTHER THAN NORMAL PERMIT APPLICATIONS BE REQUIRED. NESPER SHALL NOT BE OBLIGATED TO COMMENCE CONSTRUCTION OF DISPLAY UNTIL PUBLIC PERMITS HAVE BEEN ISSUED. IF PUBLIC PERMITS ARE DENIED AFTER EVERY REASONABLE EFFORT BY BOTH PARTIES TO SECURE THE SAME, THEN AGREEMENT SHALL TERMINATE WITHOUT LIABILITY TO EITHER PARTY.
- 4) BUYER SHALL BRING FEED WIRES OF SUITABLE CAPACITY AND APPROVED TYPE TO THE LOCATION OF THE DISPLAY, AND MAKE CONNECTION THERETO. AND SHALL PAY FOR ALL ELECTRICAL ENERGY USED BY DISPLAY AND SHALL BE RESPONSIBLE FOR THE SUPPLY THEREOF. IN THE EVENT SUBSTANTIALLY ADVERSE BUILDING OR SOIL CONDITIONS OR UNDERGROUND OBSTRUCTIONS ARE ENCOUNTERED AT DELIVERY SITE, PARTIES AGREE TO ADJUST INSTALLATION COST TO EXTENT OF NESPER'S ADDITIONAL COST.
- 5) Nesper unconditionally warrants the signs against defective workmanship and materials for 90 days from date of shipment or installation, if installation is effected by Nesper. Any part found by Nesper to be defective due to faulty workmanship or materials, within the warranty period, will be repaired or replaced f.o.b. point of production. Nesper shall not be liable for any damaged or losses other than the replacement of such defective work or material.
- 6) Payment for items purchased under the terms of this agreement will be made upon receipt of invoices submitted. In the event payment is not made as agreed, Buyer agrees to pay a service charge on past due amount from the times they are due, thirty (30) days from invoice date, at the rate of 1-1/2% per month. In the event this agreement is placed for collection or if collected by suite or through the Probate of Bankruptcy Court, reasonable attorney's fees shall be added.
- 7) Title to all materials and property covered by this contract shall remain in Nesper and shall not be deemed to constitute a part of the realty which it may be attached until the purchase price is paid in full. Nesper is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable. Nesper may at once (and without process of law) take possession of and remove, as and when it sees fit and where found, all materials used or intended for use in this construction of said equipment and any and all property called for in the Agreement without being deemed guilty of trespass.
- 8) When the Agreement is signed by a duly authorized person of each party, all provisions contained herein become integral parts of the Agreement, and there is no other agreement or understanding of any nature specifically incorporated herein by reference

This Agreement, with all conditions as noted, is herewith accepted by both parties.

OPTIONAL ELECTRIC SIGN MAINTENANCE AGREEMENT

- Make prompt inspection of display on Customer's request.
- Repair or replace inoperative luminous tubes.
- Replace burned out incandescent and/or fluorescent lamps.
- Replace defective transformers and/or ballasts.
- Repair defective wiring within display.
- Replaced broken or defective housing, sockets, tube supports and insulators.
- Clean display completely once each year.
- Maintain flasher(s).
- Repaint all exposed painted surfaces as needed.
- Repaint tube cross-over sections as needed.

Electrical wiring service to the display and controls of same located outside the sign body, and repair or replacement of plastic or metal components, are **not** included in this Agreement.
Does not include replacement of neon tubes or LED's that dim over time through natural processes.

RATE PER MONTH \$ _____ Months

The services rendered under this Agreement begin one year after installation and remain in force for a period of 12 months and are to continue thereafter for similar periods of time unless written notice of termination is given thirty (30) days prior to the expiration of such terms.

Date _____ Signed _____

2" COPY UPPER CASE AND 1.4" LOWER CASE



JOB DESCRIPTION:

DESCRIPTION

REMOVE COPY AND INSTALL
NEW AS SHOWN
ALL SIGNS ARE S/SIDED

DESIGN #: **H-2943** VER.#: **1**

DATE: **10/20/14** DRAWN BY: **KSA**

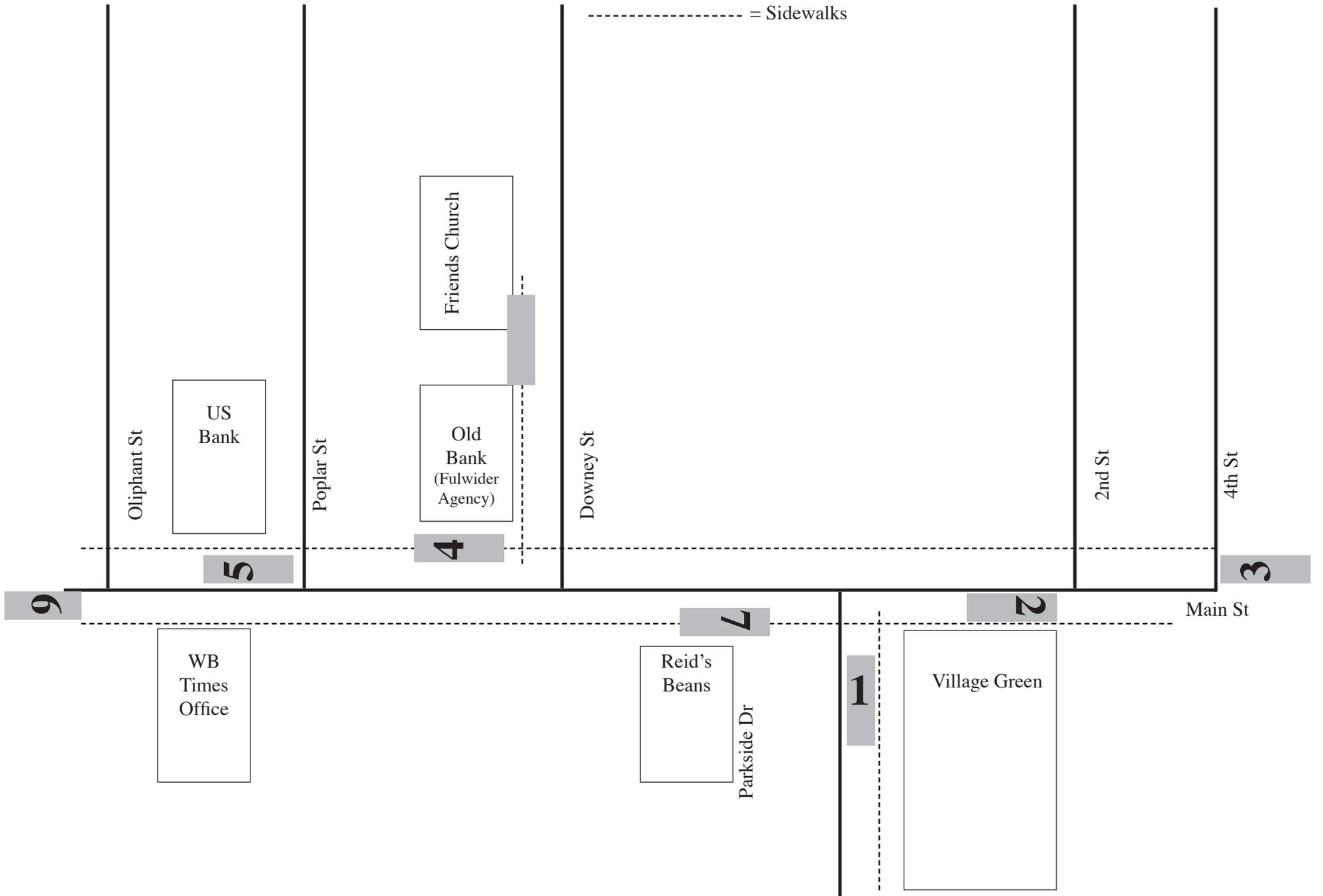
SALES: **DON GARLAND**

JOB NAME: **CITY OF WEST BRANCH**

LOCATION: **WEST BRANCH, IA**

DESIGN APPROVED BY:

DATE: _____



1 <Historic Downtown
 <Schools
 Hoover Nature Trail >
 Scattergood >
 Library symbol
 <

Headed North

2 Beranek Park >
 <Hoover Nature Trail
 <Wapsi Creek Park
 Scattergood ^

Heading East

3 Hoover Nature Trail ^
 Beranek Park ^
 Hoover Presidential Sites ^
 Historic Downtown ^
 Schools ^
 Library symbol ^

Heading West

4 Little Rose Bowl ^
 City Offices >
 Schools ^
 Lions Field ^
 Library symbol
 >

Heading West

5 Elem/Middle School >
 Little Rose Bowl >
 West Branch Cemetery >
 High School ^
 Lions Field ^

Heading West

6 <Little Rose Bowl
 Historic Downtown ^
 Hoover Presidential Sites ^
 Hoover Nature Trail ^
 Scattergood ^
 Library symbol ^

Heading east

7 Hoover Presidential Sites >
 Hoover Nature Trail ^
 Beranek Park ^
 Scattergood ^

Heading east

8 Schools >
 <Hoover Presidential Sites
 <Hoover Nature Trail
 < Scattergood

Heading South

City - small **Lions Field sign** turn right on corner of Pedersen Street and Main Street; small sign at Oliphant and Orange turning left for **WB Cemetery**

RESOLUTION NO. 1571

RESOLUTION APPROVING PARTICIPATION OF THE HOOVER
PRESIDENTIAL FOUNDATION ON THE WEST BRANCH PRESERVATION
COMMISSION AND IN THE PLANNING PROCESS FOR HOOVER'S
HOMETOWN DAYS

WHEREAS, the Mayor would like to renew the partnership between the City of West Branch and the Hoover Presidential Foundation; and

WHEREAS, together, both entities, when working toward a common goal can achieve greater success for the good of the city.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the communications manager of the Hoover Presidential Foundation is appointed to serve as an honorary (non-voting) member of the West Branch Preservation Commission.

BE IT FURTHER RESOLVED, by the City Council of the City of West Branch, Iowa, that the communications manager of the Hoover Presidential Foundation is appointed to serve on the Hoover's Hometown Days Planning Committee and subcommittees as deemed appropriate.

* * * * *

Passed and approved this 6th day of February, 2017.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

VERSION B

RESOLUTION NO. 1571

RESOLUTION APPROVING PARTICIPATION OF THE COMMUNICATIONS
MANAGER OF THE HOOVER PRESIDENTIAL FOUNDATION ON THE
WEST BRANCH PRESERVATION COMMISSION

WHEREAS, the City Council of the City of West Branch, Iowa adopted Resolution 1223 on September 2, 2014; and

WHEREAS, Resolution 1223 directed the Mayor to send a letter to the President of the Board of Trustees of the Hoover Presidential Foundation; and

WHEREAS, the intent of the letter was to preserve the partnership between the Hoover Presidential Foundation despite recent challenges; and

WHEREAS, Resolution 1223 instituted a liaison system for communication between the two entities, appointed the Foundation liaison as an honorary (non-voting) member of the West Branch Preservation Commission, and restricted the Foundation's involvement in Hoover's Hometown Days planning to the Celebration of Life Ceremony and the Hoover Ball National Championships; and

WHEREAS, the City Council of the City of West Branch, Iowa subsequently adopted Resolution 1267 on February 2, 2015; and

WHEREAS, Resolution 1267 repealed the liaison system for communication between the two entities but left in place the policy direction adopted in Resolution 1223 in which the Foundation liaison serves as an honorary (non-voting) member of the West Branch Preservation Commission and the Foundation's participation in Hoover's Hometown Days Planning was restricted to the Celebration of Life Ceremony and the Hoover Ball National Championships; and

WHEREAS, since the passage of Resolution 1267, the Foundation liaison has continued to serve as an honorary (non-voting) member of the West Branch Preservation Commission and the Foundation's participation in Hoover's Hometown Days planning has continued to be restricted to the Celebration of Life Ceremony and the Hoover Ball National Championships; and

VERSION B

WHEREAS, the current arrangement for Hoover's Hometown Days Planning has resulted in two very successful events in which planning time has been greatly reduced, allowing for city staff to attend to their other job responsibilities; and

WHEREAS, the Foundation liaison was appointed to a regular seat on the West Branch Preservation Commission on January 31, 2017; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the communications manager of the Hoover Presidential Foundation is appointed to serve as an honorary (non-voting) member of the West Branch Preservation Commission.

* * * * *

Passed and approved this 6th day of February, 2017.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk