

City of West Branch ~A Heritage for Success~

110 N. Poplar Street • PO Box 218 • West Branch, Iowa 52358
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CITY COUNCIL MEETING AGENDA **Monday, June 6, 2016 • 7:00 p.m.** **City Council Chambers, 110 North Poplar Street** *Action may be taken on any agenda item.*

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Welcome
5. Approve Agenda/Consent Agenda/Move to action.
 - a. Approve minutes from the May 16, 2016 City Council Meeting.
 - b. Approve minutes from the May 27, 2016 Special City Council Meeting.
 - c. Approve claims.
 - d. Approve FY17 Cigarette Permit renewals for: Kum & Go LC dba Kum & Go #254, Fisher's Market Nauvoo IL Inc. dba Dewey's Jack & Jill, Casey's Marketing Company dba Casey's General Store #2524, Casey's Marketing Company, dba Casey's General Store #3463, and Shivji LLC, dba BP Amoco.
 - e. Approve Class E Liquor license with privileges: Class B Carryout Wine permit, Class C Carryout Beer permit, and Sunday Sales permit for Kum & Go, LC, dba Kum & Go #254.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Mayor Roger Laughlin - Appointments/Reappointments/Move to action.
 - i. Jan Cretin – Library Board of Trustees, June 30, 2017
 - b. Discussion of the City of West Branch, Iowa Drug and Alcohol Policy.
 - c. Sheryl Phelps, Business Development Manager, CJ Cooper & Associates Inc. - Discussion of a service agreement with CJ Cooper & Associates Inc. for drug and alcohol testing programs.
 - d. Resolution 1471, awarding the construction contract for the West Branch Parks and Recreation Phase I Improvements Project./Move to action.
 - e. Resolution 1472, setting salaries for appointed officers and employees of the City of West Branch, Iowa for the fiscal year 2016-2107./Move to action.
 - f. Resolution 1460, approving a variance for street grades in the Meadows Subdivision, Part 2./Move to action.
 - g. Resolution 1475, approving a variance for a mid-block crossing in the Meadows Subdivision, Part 2./Move to action.
 - h. Resolution 1461, approving a subdivider's agreement for the Meadows Subdivision, Part 2./Move to action.
 - i. Resolution 1462, approving the Meadows Subdivision, Part 2 Preliminary Plat./Move to action.
 - j. Second Reading of Ordinance 739, rezoning two parcels of real property located north of West Main Street from Residence R-1 Single Family District to Residence/Business RB-1 District./Move to action.

CITY COUNCIL MEETING AGENDA
Monday, June 6, 2016 • 7:00 p.m. (continued)
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

- k. First Reading of Ordinance 740, amending Chapter 165 “Zoning Regulations.”
 - l. Resolution 1473, setting the date for sale of General Obligation Corporate Purpose Bonds, Series 2016 and authorizing the use of a preliminary statement in connection therewith./Move to action.
 - m. Resolution 1474, approving two agreements for the Music on the Green Concert Series./Move to action.
 - n. Jerry Sexton – Presentation of Cedars Edge Golf Course Development Concept Plan
 - o. Public Hearing in proposed plans and specifications, proposed form of contract and estimate of cost for the construction of Main Street Sidewalk – Phase 3 for the City of West Branch, Iowa and the taking of bids therefor.
 - p. Resolution 1476, approving the plans and specifications, proposed form of contract and estimate of cost for the construction of the West Branch Sidewalk Phase 3 Improvements Project and the taking of bids therefor./Move to action.
 - q. Resolution 1477, awarding the construction contract for the West Branch Sidewalk Phase 3 Improvements Project./Move to action.
 - r. Resolution 1478, approving the Main Street Iowa Program Agreement./Move to action.
 - s. Resolution 1479, approving the Plastic Products Site Plan./Move to action.
 - t. Resolution 1480, approving the Kum N Go Retaining Wall Site Plan./Move to action.
8. City Staff Reports
 - a. Parks and Recreation Director Melissa Russell – Summer Park & Rec Programs
 - b. City Administrator Matt Muckler - West Branch Fire and Rescue Cadet Program
 - c. City Administrator Matt Muckler – Update on Trails Agreements
 - d. City Administrator Matt Muckler – CIP Projects, FY17-FY20
 - e. City Engineer Dave Schechinger – Casey’s Road Improvements Schedule
 9. Comments from Mayor and Council Members
 10. Adjournment

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

**West Branch, Iowa
Council Chambers**

City Council Meeting

**May 16, 2016
7:00 p.m.**

Mayor Roger Laughlin called the West Branch City Council meeting to order at 7:00 p.m. Mayor Laughlin then invited the Council, Staff and members of the audience to stand and led the group in the Pledge of Allegiance. Roll call: Mayor Roger Laughlin was present. Council members: Jordan Ellyson, Colton Miller, Tim Shields, and Mary Beth Stevenson were present. Council member Brian Pierce was absent. Laughlin welcomed the audience and the following City staff: City Administrator Matt Muckler, Deputy City Clerk Gordon Edgar, City Attorney Kevin Olson, Police Chief Mike Horihan, Library Director Nick Shimmin and Fire Chief Kevin Stoolman.

APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION.

Approve minutes from the April 28, 2016 Special City Council Meeting.

Approve minutes from the May 2, 2016 City Council Meeting.

Approve claims.

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

EXPENDITURES		5/16/2016
ALLIANT ENERGY	P & R 219 E GREEN	8,731.77
AMAZON	BOOKS AND SUPPLIES 5	95.48
BAKER & TAYLOR INC.	BOOKS	90.27
BARNHART'S CUSTOM SE	SPILL CLEANUP	2,895.00
BARRON MOTOR SUPPLY	REPAIR PARTS	36.66
BP AMOCO	FIRE - FUEL	283.95
CAJ ENTERPRISES INC	HAULING - SAND	205.25
COSTCO WHOLESALE LIBRARY	PROGRAM SUPPLIES	43.95
CROELL REDI-MIX INC	SAND	206.86
DEWEYS JACK & JILL	MISCELLANEOUS SUPPLIES	13.80
DIAMOND VOGEL PAINTS	TRAFFIC LANE PAINT	942.50
EBSCO INDUSTRIES, INC	MAGAZINE SUBSCRIPTIONS	31.50
GONGORA, JOSE	MILEAGE FOR TRAINING	106.80
HAZELHASKY LLC DBA HERB & L	MEALS FOR TRAINING EVENT	72.74
HOLIDAY INN DES MOINES	IMFOA CONFERENCE	583.66
HOLLYWOOD GRAPHICS	T-SHIRTS, JERSEYS YOUTH SPORTS	1,709.50
IHEARTMEDIA	ADVERTISING	236.00
IOWA ONE CALL	BURIED CABLE LOCATION	50.40
JOHNSON COUNTY REFUSE INC.	APRIL RECYCLING	4,661.60
KIRKWOOD COMM. COLLEGE	TRAINING	165.00
KUSICK, MIKE	MILEAGE FOR TRAINING	26.70
LINN COUNTY R.E.C.	SECURITY LIGHT GREENVIEW	138.00
LYNCH'S EXCAVATING INC	REPLACE MANHOLE-ORANGE & 4 TH	48,435.70
LYNCH'S PLUMBING INC	BACKFLOW VALVE INSPECTION	1,858.30
MECHANICSVILLE PUBLIC LIBRA	ICLIPART	12.50
MIDWEST FRAME & AXLE	STROBE WARNING LIGHT	236.28
MIDWEST JANITORIAL SERVICE	JANITORIAL SERVICE	656.26
MUNICIPAL SUPPLY INC	EQUIPMENT	152.00
OASIS ELECTRIC LLC	REPAIR LIGHT FIXTURES	415.63
OVERDRIVE INC	EBOOKS	197.00
PARKSIDE SERVICE	TIRE REPAIR	38.50
PEDEN, SHANELLE M	RECORDING ANIMAL CONTROL COMM	75.00
PLAY IT AGAIN SPORTS	SUPPLIES-SUMMER LEAGUE	278.00
PLUNKETT'S PEST CONTROL INC	RODENT CONTROL	47.59
QC ANALYTICAL SERVICES LLC	LAB SERVICE	1,209.00
QUALITY ENGRAVED SIGNS	OFFICE SUPPLIES	14.62
QUILL CORP	OFFICE SUPPLIES	256.89
SANDRY FIRE SUPPLY LLC	VEHICLE MAINT SUPPLIES	864.00
TOYNES IA. FIRE TRK. SERVICE	TRUCK REPAIR PARTS	55.96
TRUGREEN PROCESSING CENTER	LAWN SERVICE-LIONS FIELD	365.00
US BANK CORPORATE CARD	SUPPLIES, POSTAGE, TRAVEL	548.08
US BANK EQUIPMENT FINANCE	COPIER LEASE	300.80
WALMART COMMUNITY/GEMB	MAINT & PROG SUPPLIES, DVDS	154.91

WELLMARK, INC.	ADM-ANNUAL FLEX & CLAIMS FEE	530.80
WEST BRANCH FIREFIGHTERS	AEMT PRACTICE EXAM	175.00
WEST BRANCH TIMES	ADVERTISING & LEGAL NOTICES	1,498.82
TOTAL		80,204.03
PAYROLL 5-06-16		37,120.78
PAID BETWEEN MEETINGS		
CEDAR COUNTY COOPERATIVE	HERBICIDE	939.55
HORIHAN, MIKE	SHIPPING	55.57
TISINGER, MATT	MEDICAL REIMBURSEMENT, MILEAGE	3,633.60
UPS	SHIPPING	53.25
WEX BANK	VEHICLE FUEL	1,139.60
TOTAL		5,821.57
GRAND TOTAL EXPENDITURES		123,146.38
FUND TOTALS		
001 GENERAL FUND		40,605.11
022 CIVIC CENTER		227.68
031 LIBRARY		6,622.99
110 ROAD USE TAX		5,028.41
112 TRUST AND AGENCY		4,463.67
600 WATER FUND		21,084.32
610 SEWER FUND		45,114.20
GRAND TOTAL		123,146.38

COMMUNICATIONS/OPEN FORUM

National Park Superintendent, Pete Swisher, briefed the Council on the Village Green Concert Series. It will kick-off on May 24th with the West Branch High School Jazz Band and continue every Thursday through July 28th. He also said there will be someone from his staff or the city staff conducting activities to entertain younger children each concert evening this summer. Also, on behalf of Jonny Stax, Superintendent Swisher invited elected officials and community members to a West Branch Promotions Strategy Session from 7:00 to 9:00 p.m. at Heritage Merchants on May 19th.

Nick Shimmin, Library/Information Technology Director for West Branch asked for input from the Council to help him with his selection of new microphones for the Council Chambers.

Police Chief Mike Horihan briefed the council on the status of the police force and spoke about seeking funding for three Automatic External Defibrillators. He had received \$2,000 from the Cedar County Foundation and will be receiving \$2,200 from the Lions Club.

Jerry Sexton spoke about his recent acquisition of the golf course and thanked the community members for their assistance in readying the course for play.

PUBLIC HEARING/NON-CONSENT AGENDA

Approve street closure of the 100 block of S. Downey from 8:00 a.m. until 5:00 p.m. on Saturday June 4, 2016 for Summer Festival sponsored by Main Street West Branch./Move to action.

Erin Morrison-Vincent, owner of Little Lights Events and Nature's Grace Photography, briefed the Council on the upcoming Simply Summer Festival. In its inaugural year, the theme of the event will be "Summer Camp" and take place on June 3rd and 4th in West Branch.

Motion by Shields, second by Stevenson to approve street closure. AYES: Shields, Stevenson, Miller, Ellyson. Motion carried.

Public Hearing on proposed action to institute proceedings to enter into a loan agreement and to borrow money thereunder in a principal amount not to exceed \$400,000.

Entered Public Hearing at 7:25 p.m. Attorney Kevin Olson explained that two hearings must be held because the \$400,000 borrowing is for General Corporate Purposes and is taxable on individual Federal tax returns. The \$500,000 is for Essential Corporate Purposes and is double tax exempt. Exited Public Hearing at 7:27 p.m.

Public Hearing on proposed action to institute proceedings to enter into a loan agreement and to borrow money thereunder in a principal amount not to exceed \$500,000.

Entered Public Hearing at 7:27 p.m. No one asked to speak at the hearing. Exited Public Hearing at 7:28 p.m.

Resolution 1463, taking additional action on proposal to enter into Loan Agreements and combining Loan Agreements./Move to action.

Motion by Stevenson, second by Ellyson to approve Resolution 1463. AYES: Stevenson, Ellyson, Miller, Shields. Motion carried.

Resolution 1464, approving a five-year Agreement for Maintenance and Repair of Primary Roads in Municipalities between the City of West Branch and the Iowa Department of Transportation./Move to action.

Motion by Stevenson, second by Miller to approve Resolution 1464. AYES: Stevenson, Miller, Ellyson, Shields. Motion carried.

Resolution 1465, awarding the construction contract for the Main Street Intersections and Sidewalk Improvements Project./Move to action.

City Engineer Dave Schechinger spoke on the two bids received for the project and recommended accepting All American Concrete's bid for Scope 1.

Motion by Shields, second by Stevenson to approve Resolution 1465. AYES: Shields, Stevenson, Miller Ellyson, Motion carried.

Resolution 1466, hiring two youth counselors as temporary Parks and Recreation employees for the City of West Branch, Iowa and setting the salary for the positions for the fiscal year 2015-2016./Move to action.

Motion by Ellyson, second by Miller to approve Resolution 1466. AYES: Ellyson, Miller, Stevenson, Shields. Motion carried.

Resolution 1467, approving the purchase of a camera security system for the West Branch City Offices./Move to action.

Nick Shimmin, Library/Information Technology Director spoke briefly about the camera locations and what they would cover.

Motion by Shields, second by Stevenson, to approve Resolution 1467. AYES: Shields, Stevenson, Ellyson, Miller. Motion carried.

Discussion of Ordinance 740, amending Chapter 165 "Zoning Regulations."

City Administrator Muckler explained the purpose of the amendment is to allow directional signage for open houses to be installed on city right-of-way property forty-eight hours ahead of the event, which then must be removed immediately after the event. There was a consensus to send the amendment to P and Z for their recommendation.

Resolution 1469, 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 Improvements – Phase 3 Project for the City of West Branch, Iowa, and the taking of bids therefor./Move to action.

City Administrator Muckler explained that the city would like to utilize the Revolving Loan Fund to finance the project as has been done with previous sidewalk projects and the city would like to complete the project before the annual Hoover's Hometown Days Celebration in August. City Engineer Schechinger described some of the issues such as curb heights and steps in front of buildings that will have to be settled before the project can be bid. Motion by Miller, second by Shields to approve Resolution 1469. AYES: Miller, Shields, Stevenson, Ellyson, Motion carried.

Discussion of Meadows Subdivision – Part 2 variance request, subdivider’s agreement and preliminary plat.

Brad Larson, representing KLM Investments, presented the latest version of the subdivision plan which included new plans for storm water drainage. Dave Schechinger, City Engineer, spoke about storm water drainage issues, City Administrator Muckler spoke about water drainage issues and the timing of sidewalk installation.

Third Reading of Ordinance 738, re-zoning an approximate 2.34 acre parcel of real property located north of West Main Street from Residence R-1 Single Family District to Residence R-2 Two Family District./Move to action.

ORDINANCE NO. 738

AN ORDINANCE RE-ZONING AN APPROXIMATE 2.34 ACRE PARCEL OF REAL PROPERTY LOCATED NORTH OF WEST MAIN STREET FROM RESIDENCE R-1 SINGLE FAMILY DISTRICT TO RESIDENCE R-2 TWO FAMILY DISTRICT.

WHEREAS, KLM Investments, Inc. has petitioned the City of West Branch for a zoning district amendment for an approximate 2.34-acre parcel located in the Meadows Subdivision, said parcel being legally described as Commencing at the Northeast Corner of Auditor Parcel "G", in accordance with the Plat thereof recorded in Plat Book I, at Page 103 of the Records of the Cedar County Recorder's Office; Thence S86°46'30"W, along the North Line of said Auditor Parcel "G", 491.76 feet; Thence S03°13'30"E, 346.74 feet, to the POINT OF BEGINNING; Thence S19°24'18"E, 144.18 feet; thence Southwesterly, 163.12 feet, along a 980.00 foot radius curve, concave Southeasterly, whose 162.93 foot chord bears S65°49'36"W; Thence S61°03'30"W, 1.70 feet; Thence Northwesterly, 39.27 feet, along a 25.00 foot radius curve, concave Northeasterly, whose 35.36 foot chord bears N73°56'30"W; thence S61°03'30"W, 60.00 feet; thence S28°56'30"E, 17.22 feet; Thence S61°03'30"W, 197.17 feet; thence N32°15'55"W, 241.50 feet; thence N61°03'30"E, 271.17 feet; Thence S28°56'30"E, 23.66 feet; Thence N61°03'30"E, 68.43 feet; Thence S88°48'26"E, 80.24 feet; Thence S15°39'23"E, 32.45 feet; Thence N77°42'45"E, 86.21 feet, to the POINT OF BEGINNING. Said Rezoning Tract #2 contains 2.34 Acres (101,904 square feet), and is subject to easements and restrictions of record.; and

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

WHEREAS, the West Branch Planning and Zoning Commission has considered and voted on a recommendation to the City Council on the disposition of said rezoning request; and

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

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

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

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

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

Section 4. If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 16th day of May, 2016.

Read First Time: April 18, 2016
Read Second Time: May 2, 2016
Read Third Time: May 16, 2016

Roger Laughlin, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

Motion by Ellyson, second by Stevenson, to approve third reading of Ordinance 738. AYES: Stevenson, Ellyson, Miller, Shields. Motion carried.

Second Reading of Ordinance 739, rezoning two parcels of real property located north of West Main Street from Residence R-1 Single Family District to Residence/Business RB-1 District./Move to action.

Helen Fawcett felt that high end professional offices were better suited for the west side of town as opposed to being located at the present Croell Redi-Mix site. She also was concerned about the city not wanting to do any rezoning as long as the Croell site is available.

Kathy Fate spoke in support of utilizing the Comprehensive Plan as a guide for rezoning. She said there should be a plan first, then a request for a zoning change. She also spoke about the speed of traffic approaching the school area from the west.

Brad Larson spoke in favor of rezoning, mentioning that they have received an inquiry about the availability of 10 acres for an assisted living facility.

Motion by Stevenson, second by Ellyson to approve second reading of Ordinance 739. This motion was withdrawn by Stevenson and Ellyson agreed to the withdrawal.

Motion by Miller to postpone the second reading of this ordinance to June 6, seconded by Shields. AYES: Miller, Shields, Ellyson, Stevenson. Motion carried

Resolution 1470, approving an offer to purchase real property with Hawkeye Land Company in the amount of \$22,000./Move to action.

Motion by Stevenson, second by Ellyson to approve Resolution 1470. AYES: Stevenson, Ellyson, Shields. NAYS: Miller. Motion carried.

CITY STAFF REPORTS

Library/IT Director Nick Shimmin – Summer Reading Program

Nick reported that there will be a Summer Reading Program for kids 12 and under, for teenagers and for adults and the themes relate to activities, sports and games. Participants will receive prizes based on the number of books read. Kickoff for the Program will be June 3 with Olympic style games, free popcorn and snow cones. The programs will end July 31.

City Engineer Dave Schechinger - 4th Street Reconstruction Project Pre-Construction Meeting

A Pre-Construction meeting was held May 12th and the plan is to start work in the week of June 6. They want to keep affected homeowners informed through letters and posting info on the city website.

City Administrator Matt Muckler - Fire Department Volunteer Cadet Program

City Administrator Muckler reported that the Fire Department's Cadets are not covered through the City's Workmen's Compensation Insurance plan. He also reported that we are investigating how other fire departments insure the participants of cadet programs.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Mayor Laughlin reported meeting with Mrs. Miller's 3rd grade class in the Council Chambers and receiving an envelope of thank you notes and an envelope of West Branch promotional brochures prepared by the class.

ADJOURNMENT

Motion to adjourn regular meeting by Miller, second by Shields. Motion carried on a voice vote. City Council meeting adjourned at 9:05 p.m.

Roger Laughlin, Mayor

ATTEST: _____
Gordon R. Edgar, Deputy City Clerk

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

**West Branch, Iowa
Council Chambers**

City Council Meeting

**May 27, 2016
5:30 p.m.**

Mayor Roger Laughlin called the West Branch City Council meeting to order at 5:39 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, via telephone, and Mary Beth Stevenson were present. Council members Brian Pierce and Jordan Ellyson were absent. Police Chief Mike Horihan was the only person in the audience.

APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION.

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

COMMUNICATIONS/OPEN FORUM

Approve Class C Liquor license (LC) (Commercial) with Outdoor Service and Sunday Sales privileges for Cedars Edge Golf Course Inc. West Branch contingent upon successful completion of all application materials including a health/food inspection and fire inspection/Move to action Motion by Shields, second by Stevenson to approve Liquor license. AYES: Shields, Stevenson, Miller. Motion carried.

PUBLIC HEARING/NON-CONSENT AGENDA

None.

CITY STAFF REPORTS

None.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

None.

ADJOURNMENT

Motion to adjourn meeting by Miller, second by Stevenson. Motion carried on a voice vote. City Council meeting adjourned at 5:42 p.m.

Roger Laughlin, Mayor

ATTEST: _____
Gordon R. Edgar, Deputy City Clerk

**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: Library Date: 5/18/16

Your Name: Jan Cretin Street Address: 147 Northridge Dr.

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

How long have you been a resident of West Branch? 36 yrs.

Occupation: retired teacher Employer: WB schools

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?

taught elementary students 41 years - Masters in
Elementary Reading

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

- developing activities to promote literacy
- fundraising
- developing activities to promote library

CITY OF WEST BRANCH, IOWA DRUG AND ALCOHOL POLICY

The City of West Branch (hereinafter "City") is committed to ensuring that its employees work in a safe, drug-free environment. It is well recognized that individuals who use illicit drugs or use alcohol are more likely to have workplace accidents and perform their work in an inefficient and substandard manner.

To effectuate this commitment, the City has determined that it must take the necessary steps to ensure that City employees are free from the influence of drugs and/or alcohol while performing their duties. The City has developed the following Drug and Alcohol Testing Policy which covers all City employees not otherwise affected by state or federal drug testing laws. This policy is applicable to all applicants for city positions and all city employees at any time they are actually performing, preparing to perform, or immediately available to perform any paid function as designated by the City.

All employees in positions requiring Commercial Drivers Licenses are subject to the federal and state laws requiring drug and alcohol testing, and those laws supersede the provisions of this policy. The Federal Transit Administration has adopted drug and alcohol testing procedures covering safety-sensitive employees engaged in mass transit and those laws also supersede the provisions of this policy.

DEFINITIONS:

- A. **Safety Sensitive Employee:** A safety sensitive employee is an employee working in a position wherein an accident or an error could cause the loss of human life, serious bodily injury, or significant property or environmental damage, including a position with duties that include immediate supervision of a person in a job that meet the requirements of this paragraph. However, the City reserves the right to add or remove positions from its list of safety sensitive positions at any time.
- B. **Reasonable Suspicion Drug and Alcohol Test:** Drug or alcohol tests based upon evidence that an employee is using or has used alcohol or other drugs in violation of this written policy. Evidence in support of such a violation is drawn from specific objectives, articulable facts, and reasonable inferences drawn from those facts in light of training and experience. For the purposes of this paragraph, facts and inferences may be based upon, but are not limited to, any of the following:
 - 1. Observations while at work, such as direct observation of alcohol or drug use or abuse, or physical symptoms or manifestations of being impaired due to alcohol or drug use as described in the educational materials provided to employees.
 - 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - 3. A credible source's report of alcohol use or the use of drugs. The City Administrator will have the final determination of who is a credible source.
 - 4. Evidence that an individual has tampered with any drug or alcohol test during the individual's employment with the City.

5. Evidence that an employee has caused an accident while at work which resulted in an injury to a person for which injury, if suffered by an employee, a record or report could be required under Chapter 88 of the Iowa Code, or an accident that resulted in damage to property, including equipment, in an amount reasonably estimated at the time of the accident to exceed One Thousand Dollars (\$1,000.00).
 6. Evidence that an employee has manufactured, sold, distributed/solicited, possessed, used or transferred drugs while on the employer's premises, or while operating the employer's vehicle, machinery, or equipment.
 7. The employee's statement or admissions of drug use while he or she is a City employee.
- C. **Positive Test:** An employee tests positive for drugs if any trace of an illegal substance is detected following a drug test. An employee tests positive for alcohol if he or she has a blood alcohol concentration equal to 0.04 or greater.
- D. **Illegal Drugs/Substances:** Any substance that is illegal by law has not been legally obtained, or which cannot be legally obtained. This includes prescription medication for which the employee does not have a prescription and/or is not taken according to the prescription.
- E. **City Official:** Elected officers of the City including the Mayor and City Council members.

POLICY STATEMENT/PROCEDURES:

A. **Prohibited Activity:**

1. No employee shall illegally use, sell, transfer, purchase, or possess drugs, alcohol, controlled substances, or drug paraphernalia, or any combination thereof while in a city facility, vehicle, vessel, or aircraft or while performing City business, including business conducted in the employee's own home.
2. No employee shall report for work while under the influence of illegal drugs or alcohol. Furthermore, no employee shall report to work within four (4) hours of consuming alcohol even if the employee does not believe he or she is under the influence of alcohol during that time.
3. No employee shall use illegal drugs or consume alcohol while at work.
4. No employee shall use prescription drugs unless: (1) a doctor has prescribed the medication to the employee; and (2) the doctor has advised the employee that the drug will not adversely affect the employee's ability to perform the essential duties of his or her job without endangering the public's, coworkers', or the employee's safety.
 - a. Any employee using properly prescribed drugs that may impair the employee or affect the employee's job performance shall notify his or her immediate supervisor about the use of the drug. A drug may impair an employee or affect an employee's job performance if it may cause the employee dizziness or drowsiness or the employee or the employee's doctor believe the

drug will impair the employee or affect the employee's job performance in some way.

- b. If an employee is using a prescription drug and his or her doctor has advised him or her that the drug may adversely affect the employee's ability to perform the essential duties of his or her job, the employee shall advise his or her supervisor of the adverse effects and the prescribed period of use.
 - c. Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in the medical file of the employee maintained by Finance Officer/Treasurer/Deputy City Clerk, Gordon Edgar. See subsection G for information regarding the storage of drug test results and other medical information.
 - d. Any employee using properly prescribed prescription drugs must carry the medication in its original container and the container must be labeled with the employee's name, employee's doctor, dosage, and the name of the drug prescribed.
5. Any employee who unintentionally ingests or is made to ingest a controlled substance shall immediately report the incident to his or her supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.

B. Notification:

1. The City will notify applicants of this drug and alcohol testing policy at the time of his or her first interview.
2. The City will provide all employees with drug and alcohol education, including the effects of drugs and alcohol, signs and symptoms of drug and alcohol use, assistance available for those abusing drugs and alcohol, drugs and alcohol to be tested, and drug and alcohol testing requirements.
3. All drug testing results and other confidential information will be kept confidential.
4. Each employee and applicant will sign a form acknowledging receipt of these materials.

C. Prospective Employee Drug Testing:

1. All prospective, safety sensitive employees who have been extended a conditional offer of employment with the City shall be informed that a condition of employment includes passing a drug test as part of the pre-employment process.
2. If a prospective, safety-sensitive employee refuses to take a pre-employment drug test when scheduled or tests positive for a substance, that employee is ineligible for City employment for one (1) calendar year from the date of the drug test.

3. If an employee is transferred to a safety-sensitive position, drug and alcohol testing under this policy is a condition of the transfer.

D. Employee Drug Testing:

1. Random Testing

- a. Because of the safety-sensitive nature of their employment, employees with safety-sensitive job duties may be required to take a drug test as a condition of continued employment in order to ascertain prohibited drug use, as provided below:
 - i. The City may conduct random drug and alcohol testing on safety sensitive employees who are not covered by another drug/alcohol testing policy mandated by the state or federal government without individualized suspicion.
 - ii. The selection of employees to be tested from the pool of employees subject to testing shall be done based on a computerized randomly generated selection process administered by a third party, in which each member of the employee pool has an equal chance of selection.
 - iii. All random drug testing shall be uniform and unannounced.
 - iv. The City Administrator will determine the frequency and timing of the random drug testing.

2. Post-Accident Testing

- a. After an accident, testing shall be conducted on employees whose performance could have contributed to the accident if (1) it is required by state or federal law; or (2) reasonable suspicion

3. Reasonable Suspicion Testing

- a. When any supervisor, manager, or City Official has reasonable suspicion that a City employee is under the influence of drugs or alcohol while on duty, or otherwise violating the terms of this policy, that supervisor, manager, or official shall require reasonable suspicion testing.
- b. If reasonable suspicion testing is required, the employee will not be permitted to drive to or from the testing or while at work until the test is returned, and then, only if the test produces negative results. The City will provide transportation to/from the testing at the City's expense if necessary.

E. Drug Testing Procedures:

1. Drug and alcohol testing shall require the employee to present a reliable form of photo identification to the person collecting the sample.

2. Drug testing will be conducted at a location designated by a supervisor or the City Administrator.
3. The City will designate the type of testing to be performed on the sample collected.
4. Drug and alcohol testing shall normally occur during or immediately before working hours begin or immediately after working hours. The time required for such testing shall be considered work time for the purpose of compensation and benefits.
5. A specimen testing positive will undergo an additional test to confirm the initial result.
6. The drug screening tests selected shall be capable of identifying every major drug likely to be abused including, but not limited to, marijuana, cocaine, heroin, amphetamine, and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in the collection process.
7. Any employee who breaches the confidentiality of testing information shall be subject to discipline.
8. The City shall pay all testing costs for pre-employment, reasonable suspicion, regularly scheduled, or follow-up drug or alcohol testing ordered by the City.
9. In conducting drug or alcohol testing pursuant to this policy, the laboratory, the Medical Review Officer, and the City shall ensure, to the extent feasible, that the testing records maintained by the City show only such information required to confirm or rule out the presence of prohibited alcohol or drugs in the body.

F. Post-Testing Procedures:

1. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. The employee may request a copy of the memorandum be placed in the employee's medical file.
2. An employee who has a positive drug or alcohol test, either from random testing or reasonable suspicion testing, shall be subject to disciplinary action up to and including discharge.
3. If the employee is permitted to return to work, the employee may be required to submit to evaluation by a Substance Abuse Professional and undergo treatment recommended by the Substance Abuse Professional prior to returning to work. If the employee successfully completes the treatment, no further disciplinary action will be taken against the employee. If the employee refuses to submit to the evaluation or fails to successfully complete treatment, the employee will be subject to further discipline up to and including discharge.
4. If the Substance Abuse Professional determines that the employee has a drug or alcohol related problem the employee will be required to do follow-up testing upon the employee's return to work. All follow-up testing will be unannounced and without prior notice to the employee and will be at the employee's expense.

G. Drug Test Results:

1. All records pertaining to required drug tests shall remain confidential and shall not be provided to other employees or agencies without the written permission of the person whose records are sought. Computerized record keeping shall comply with this provision of the policy
2. Drug test results and records shall be stored and securely retained for an indefinite period in an employee medical file maintained by the Finance Officer/Treasurer/Deputy City Clerk, Gordon Edgar.

H. Responsibility:

1. It shall be the responsibility of the City Administrator to enforce this policy. Employees are expected to report any suspicious behavior or suspected drug abuse of an employee.
2. It is the responsibility of each employee to abide by the procedures as outlined. Any employee refusing to submit to a drug test request made under this policy will be subject to discipline up to and including discharge.

DRAFT

DRUG AND ALCOHOL TESTING SERVICES

THIS AGREEMENT, is made between **C.J. Cooper & Associates, Inc.**, an Iowa TSB corporation located at 1325 Stamy Rd, Hiawatha, IA 52233, hereinafter referred to as **Provider** and **CITY OF WEST BRANCH., July 1, 2016**, which shall hereinafter be referred to as the execution date of this agreement. The terms of this agreement shall be continuous from the execution date of this agreement until notified in writing by either party sent certified mail return receipt requested. Either party may terminate this agreement without penalty upon thirty (30) days notice provided in writing to the other party at the address set forth herein. If contract is terminated without 30 day notice in writing Provider may, at it's discretion, issue an early withdraw penalty equal to the number of active participants multiplied by \$50 each.

Provider provides alcohol and drug testing services to companies that are required to comply with federal alcohol and drug testing regulations; and **CITY OF WEST BRANCH...** has need of a program for alcohol and drug testing of applicants and/or employees and requires alcohol and drug testing services from **Provider**.

In consideration of the mutual covenants and promises set forth, the parties hereby enter into this agreement, the terms and conditions of which shall apply from the execution date of this agreement.

The parties both recognize that state and local laws apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the State of Iowa. Both parties agree to assure, to the best of their ability, that services provided are rendered according to **all applicable laws and regulations**.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants, and agreements contained herein, the parties agree as follows:

SCOPE OF SERVICES

Alcohol tests are performed using screening and evidential testing devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.

Drug tests are performed using chain-of-custody collection, testing laboratories certified by the Substance Abuse And Mental Health Services Administration (SAMHSA) for such testing, and medical review officers (MROs) qualified to review and report test results.

All tests, whether alcohol tests or drug tests, are performed in accordance with the regulatory requirements of the State of Iowa for such testing, including all applicable procedural, personnel and equipment guidelines.

Provider will maintain facilities and personnel adequate to the performance of services agreed to be provided to **CITY OF WEST BRANCH...** in particular, **Provider** will maintain trained and certified personnel qualified to perform services provided.

Provider RESPONSIBILITIES, continued

Provider will maintain, in a secure location with controlled access all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by **Provider** to **CITY OF WEST BRANCH...**

FIVE YEARS

- Alcohol tests ≥ 0.04 , positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable.
- Medical explanations of inability to provide specimens
- **CITY OF WEST BRANCH...** documentation for Evidential Breath Testing Devices
- Substance Abuse Professional (SAP) evaluations and related information.

TWO YEARS

- Supervisory training/BAT and drug screen collector training/certification
- Log books for drug and alcohol testing, if used
- Random selection records
- Agreements: testing-collection, laboratory, MRO, consortium

ONE YEAR

- Negative/canceled drug test results; alcohol test results ≤ 0.04

Other (specify)

Provider will not release individual test results to any person, without first obtaining specific written authorization from the tested individual. Nothing in this paragraph shall prohibit **Provider** from releasing, to **CITY OF WEST BRANCH...** or any State or local officials with regulatory authority over the testing program, individual test results, or from releasing individual test results or related information to comply with the requests resulting from a legal action, including but not limited to unemployment hearings, workers' compensation hearings, or other legal hearings, initiated by the tested individual.

Provider will make available to **CITY OF WEST BRANCH...** at location(s) of its choosing, and at a reasonable expense to **CITY OF WEST BRANCH...** for copying and shipping charges, all records related to alcohol and drug testing performed by **Provider** for **CITY OF WEST BRANCH...**, except records containing confidential information, within two business days of notification by **CITY OF WEST BRANCH...** of such request.

Provider RESPONSIBILITIES, continued

Reporting of results to **CITY OF WEST BRANCH...** by **Provider**, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, UPS, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

RESPONSIBILITIES

CITY OF WEST BRANCH... will provide **Provider** with the most recent applicable alcohol and/or drug testing policies of **CITY OF WEST BRANCH...**

CITY OF WEST BRANCH... will designate a representative and an alternate to whom the **MRO** will report test results and discuss or report other information.

CITY OF WEST BRANCH... will notify **Provider** of any responsibilities with regard to the **Its** Employee Assistance Program as it relates to alcohol and drug testing.

CITY OF WEST BRANCH... represents that the means of obtaining results from the **MRO**, (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication) will assure that the results and other information remain secure and confidential with distribution of or access to such information to **CITY OF WEST BRANCH...** officials with a business need for the information only.

CITY OF WEST BRANCH... acknowledges that performance of necessary verification procedures may be dependent upon cooperation by **CITY OF WEST BRANCH...** representatives, tested individuals, and/or personal physicians and/or health care providers that may process vital medical history information.

CITY OF WEST BRANCH... acknowledges that alcohol testing results ≥ 0.04 or positive drug test results reported by the **MRO** do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

ASSIGNED RESPONSIBILITIES

CITY OF WEST BRANCH... and **Provider** agree that responsibility for the following procedures and services is as designated below. The designee for each procedure or service agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

Selection/provision of alcohol testing services	<input type="checkbox"/> CITY OF WEST BRANCH...	<input checked="" type="checkbox"/> Provider
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Selection/provision of drug testing collections	<input type="checkbox"/> CITY OF WEST BRANCH...	<input checked="" type="checkbox"/> Provider
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Selection/provision of drug testing laboratory services	<input type="checkbox"/> CITY OF WEST BRANCH...	<input checked="" type="checkbox"/> Provider
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Random selection for drug and/or alcohol testing	<input type="checkbox"/> CITY OF WEST BRANCH...	<input checked="" type="checkbox"/> Provider
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Blind specimen testing for quality assurance purposes	<input type="checkbox"/> CITY OF WEST BRANCH...	<input checked="" type="checkbox"/> Provider
---	---	--

Other (specify): _____ _____	<input type="checkbox"/> CITY OF WEST BRANCH...	<input type="checkbox"/> Provider
---------------------------------	---	-----------------------------------

Other (specify): _____ _____	<input type="checkbox"/> CITY OF WEST BRANCH...	<input type="checkbox"/> Provider
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Additional:

CONTRACT, page 5

FEES AND PAYMENT

FEES

Fees for services provided by **Provider** to **CITY OF WEST BRANCH...** will be in accordance with the FEES SCHEDULE hereby incorporated by attachment into this agreement.

FEES CHANGES

The price for services rendered under this agreement will not change unless **Provider** notifies **CITY OF WEST BRANCH...** in writing (30) days in advance of a price change. If **CITY OF WEST BRANCH...** does not agree to the new price, **Provider**, at its sole discretion, may continue to provide agreed upon services at the then current price for the duration of the agreement, or may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this agreement.

SIGNIFICANT CHANGES IN SERVICES PROVIDED

If during the term of this agreement there is a significant change in the requirements of the **Provider**, or other services covered under this agreement as the result of regulatory changes, or other changes mandated by federal or state law, both parties agreed to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this agreement.

PAYMENT

Provider will invoice **CITY OF WEST BRANCH...** for all services provided on a monthly basis. Invoicing is weekly with terms 1% discount if paid in 10 days net thirty (30) days after the date of any invoice. Overdue payments are subject to additional interest and service charges. In the case of failure of **CITY OF WEST BRANCH...** to make timely payments, **Provider** may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

GENERAL TERMS AND CONDITIONS:

TERM

All responsibilities, obligations and liabilities shall survive the terms of this agreement.

INDEPENDENT CONTRACTORS

Both parties to this agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venture, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this agreement.

RESPONSIBILITY FOR CITY OF WEST BRANCH... POLICY AND PROGRAM

The parties understand and agree that **Provider** does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that **CITY OF WEST BRANCH...** has sole responsibility for all such decisions. **Provider** shall not be responsible for any damages resulting from acts or omissions of the **CITY OF WEST BRANCH...** under its substance abuse policy.

SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Agreement. Either party has the right to terminate this contract, for any reason whatsoever, upon 30 business days notice by the terminating party.

FORCE MAJEURE

In no event shall **Provider** have any responsibility or liability to **CITY OF WEST BRANCH...** for any failure or delay in performance by **Provider** which results from or is due to, directly or indirectly and in whole or in part, any cause or circumstances beyond **reasonable control** of the **Provider**. Such causes and circumstances shall include but are not limited to acts of God, acts of **CITY OF WEST BRANCH...** rules or regulations or orders of any governmental authority or agency thereof (whether civil, military, executive, legislative, judicial, or otherwise), strikes or other concerted actions of workers, lockouts, or other labor disputes or disasters, accidents, wars, riots, rebellion, sabotage, insurrection or civil disturbances, difficulties or delays in private or public transportation, or any other cause beyond **Provider's** reasonable control.

WAIVER

The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor operate to bar the exercise or performance of any right at any time.

INDEMNIFICATION

CITY OF WEST BRANCH... shall indemnify, defend and hold harmless **Provider, Provider's** directors, officers, agents and employees, and each of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of **CITY OF WEST BRANCH...**, of its party, subsidiary or affiliate companies, arising out of or in any way related to services provided by the **Provider** under this Agreement, related to negligent, fraudulent, or illegal action or omission of **CITY OF WEST BRANCH...** or its employees, agents, or related personnel. **CITY OF WEST BRANCH...** agrees to indemnify and hold harmless **Provider**, its affiliates from any loss, damage, or claim brought by third parties (including its tested individual) resulting from any willful or negligent act or omission on the part of **CITY OF WEST BRANCH...** or its representatives arising out of the contract.

Provider shall indemnify, defend and hold harmless **CITY OF WEST BRANCH...**, its directors, officers, agents and employees, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent of **CITY OF WEST BRANCH...**, arising out of or in any way related to services provided by the **Provider** under this Agreement, related to negligent, fraudulent, or illegal action or omission of **Provider** or **Provider's** employees, agents, or related personnel. **Provider** agrees to indemnify **CITY OF WEST BRANCH...** from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful, intentional, or negligent acts or omissions by **Provider** personnel.

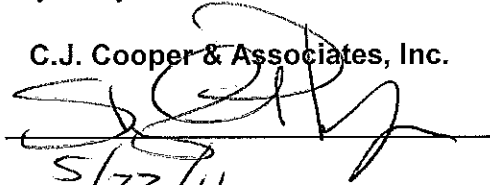
GOVERNING LAW

The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of Iowa, including all matters of construction, validity, and performance but without giving effect to Iowa choice-of-law or conflict-of-law principles.

ENTIRE AGREEMENT

This agreement represents the entire agreement between **Provider** and **CITY OF WEST BRANCH...** This agreement supersedes all prior agreements, understanding, negotiations and discussions, written or oral, and may be modified only by a written document signed by both **Provider** and **CITY OF WEST BRANCH...**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year executed below:

<p>C.J. Cooper & Associates, Inc.</p> <p>By: </p> <p>Date: <u>5/23/16</u></p>	<p>CITY OF WEST BRANCH...</p> <p>By: _____</p> <p>Date: _____</p>
---	--

FEES SCHEDULE

CITY OF WEST BRANCH... agrees to pay **Provider** \$35.00 per breath alcohol test (DOT and/or NON) Confirmations for Breath Alcohol Test is \$25.00, if needed.

CITY OF WEST BRANCH... agrees to pay **Provider** \$35.00 per DOT drug test when collected at **provider** (Includes Collection, Lab & MRO fee)**

CITY OF WEST BRANCH... agrees to pay **Provider** \$50.00 per DOT drug test when collected @ job site (Includes Collection, Lab & MRO fee)
Mileage fee of .55/mile will apply for on-site collections

CITY OF WEST BRANCH... agrees to pay **Provider** \$40.00 per **Non DOT** drug test when collected at **provider** **
If collection is at a different collection site instead of **Provider** then it's \$25.00 per **Non DOT** drug test plus collection site fee**

CITY OF WEST BRANCH... agrees to pay **Provider** \$50.00 per **Non DOT** drug test when collected @ job site (Includes Collection, Lab & MRO fee)
Mileage fee of .55/mile will apply for on-site collections

CITY OF WEST BRANCH... agrees to pay **Provider** \$25.00 per drug for confirmation on **Non DOT** tests, if needed or requested

CITY OF WEST BRANCH... agrees to pay **Provider** \$75.00 after hours collection fee and \$50 during business hours collection fee for any Drug and/or Alcohol tests done by **Provider** at job site or hospital. **After hours pager number 319-929-9651** (post-accident or reasonable suspicion)

****CITY OF WEST BRANCH...** may choose to pay the collection site of their choice directly for all and any administrative and/or collection fees. There is no collection fee when done at/or by **Provider**.

FEE SCHEDULE, Continued

CONSULTATION

CITY OF WEST BRANCH... agrees to pay **Provider**, in addition to the above charges for the services of the **Provider**, calculated at the rates noted below, for time involved in program-related issues such as substance abuse professional evaluations, reviews of substance abuse professional evaluations, assistance with audits by **CITY OF WEST BRANCH...** or DOT, consultation with employer on drug testing issues, support of arbitration, grievance and appeal proceedings and if necessary as an expert witness. Such services will be provided only on a pre-approved basis at **CITY OF WEST BRANCH...** request. Reasonable travel and/or miscellaneous expenses will also be charged as applicable.

DOT Physical done at C.J. Cooper & Associates (by appointment) \$90.00

(Our physicals are performed by Physicians listed on the National Registry per FMSCA regulation effective 5/21/2014.)

Annual Administrative Fee \$90.00

CITY OF WEST BRANCH... will reimburse **Provider** reasonable administrative, copying, and shipping charges for special requests for records, results, or other information.

AMENDMENTS AND/OR DISCUSSION

Please sign & return this page to our office.

**CONTRACT, page 10
INDEMNIFICATION**

CITY OF WEST BRANCH... shall indemnify, defend and hold harmless **Provider, Provider's** directors, officers, agents and employees, and each of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of the **CITY OF WEST BRANCH...**, of its party, subsidiary or affiliate companies, arising out of or in any way related to services provided by the **Provider** under this Agreement, related to negligent, fraudulent, or illegal action or omission of **CITY OF WEST BRANCH...** or **Its** employees, agents, or related personnel. **CITY OF WEST BRANCH...** agrees to indemnify and hold harmless **Provider**, its parents, subsidiaries, and affiliates from any loss, damage, or claim brought by third parties (including **Its** tested individual) resulting from any willful or negligent act or omission on the part of **CITY OF WEST BRANCH...**, or **Its** representatives arising out of the contract.

Provider shall indemnify, defend and hold harmless **CITY OF WEST BRANCH...** , **Its** directors, officers, agents and employees, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent of **CITY OF WEST BRANCH...** , arising out of or in any way related to services provided by the **Provider** under this Agreement, related to negligent, fraudulent, or illegal action or omission of **Provider** or **Provider's** employees, agents, or related personnel. **Provider** agrees to indemnify **CITY OF WEST BRANCH...** from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful, intentional, or negligent acts or omissions by **Provider** personnel.

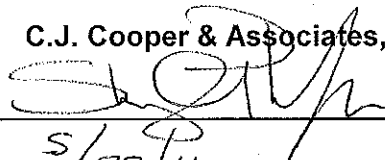
GOVERNING LAW

The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of Iowa, including all matters of construction, validity, and performance but without giving effect to Iowa choice-of-law or conflict-of-law principles.

ENTIRE AGREEMENT

This agreement represents the entire agreement between **Provider** and **CITY OF WEST BRANCH...** This agreement supersedes all prior agreements, understanding, negotiations and discussions, written or oral, and may be modified only by a written document signed by both **Provider** and **CITY OF WEST BRANCH...**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year executed below:

C.J. Cooper & Associates, Inc.
By: 
Date: 5/23/16

CITY OF WEST BRANCH...
By: _____
Date: _____

RESOLUTION NO. 1460

RESOLUTION APPROVING A VARIANCE FOR STREET GRADES IN THE MEADOWS
SUBDIVISION – PART 2.

WHEREAS, KLM Investments, Inc. (“KLM”), is the owner of that certain parcel of real estate generally referred to as the Meadows Subdivision; and

WHEREAS, KLM has submitted a preliminary plat for the Meadows Subdivision – Part 2, West Branch, Iowa; and

WHEREAS, in accordance with the City’s subdivision regulations, street grades, whenever feasible, shall not exceed five percent (5%), with due allowance for reasonable vertical curves; and

WHEREAS, the City’s subdivision regulations also state that in the case of a particular proposed subdivision, it can be shown that strict compliance with the requirements of this chapter would result in extraordinary hardship to the subdivider, because of unusual topography or other conditions, the Council may vary, modify or waive the requirements so that substantial justice may be done and the public interest secured. Provided, however, such variance, modification or waiver will not have the effect of nullifying the intent and purpose of this chapter. In no case shall any variance or modification be more than minimum easing of the requirements, and in no instance shall it be in conflict with any zoning ordinance and such variances and waivers may be granted only by the affirmative vote of three-fourths (3/4) of the members of the Council, and must conform to Zoning Ordinance and State Code regarding granting of variances by the Board of Adjustment; and

WHEREAS, KLM Investments, Inc. is requesting a variance for a street grade of 8% on Sullivan Street; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the aforementioned variance be and the same is hereby approved.

Passed and approved this 6th day of June, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1461

RESOLUTION APPROVING A SUBDIVIDER’S AGREEMENT WITH KLM INVESTMENTS, INC., IN CONNECTION WITH THE MEADOWS SUBDIVISION – PART 2, WEST BRANCH, IOWA.

WHEREAS, KLM Investments, Inc. (“KLM”), is the owner of that certain parcel of real estate generally referred to as the Meadows Subdivision; and

WHEREAS, KLM has submitted a preliminary plat for the Meadows Subdivision – Part 2, West Branch, Iowa; and

WHEREAS, in accordance with the City’s subdivision regulations, KLM, as part of plat approval, will need to construct certain municipal improvements, namely streets, sidewalks, storm sewer, water and sanitary sewer improvements; and

WHEREAS, the City Attorney has drafted a Subdivider’s Agreement which outlines the responsibilities of KLM with respect to said Meadows Subdivision – Part 2; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the aforementioned Subdivider’s Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are authorized to execute said Subdivider’s Agreement on behalf of the City. Further, the City Clerk shall record said Subdivider’s Agreement, along with the required documents outlined in Chapter 354 of the Code of Iowa when the final plat of the Meadows Subdivision – Part 2 has been formally approved.

Passed and approved this 6th day of June, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1462

A RESOLUTION APPROVING THE PRELIMINARY PLAT OF MEADOWS SUBDIVISION
– PART 2, A SUBDIVISION TO WEST BRANCH, IA

WHEREAS the owner, KLM Investments, Inc, has filed with the City Clerk of the City of West Branch, Iowa, a preliminary plat of the following described real estate situated within the corporate limits of the City of West Branch, Cedar County, Iowa, to-wit:

BEGINNING AT THE NORTHEAST CORNER OF THE MEADOWS SUBDIVISION - PART ONE, WEST BRANCH, CEDAR COUNTY, IOWA, IN ACCORDANCE WITH THE RECORDED PLAT THEREOF; THENCE S79°28'59"E, ALONG THE NORTH LINE OF SAID THE MEADOWS SUBDIVISION - PART ONE, 369.96 FEET; THENCE S14°37'27"E, ALONG SAID NORTH LINE, 41.90 FEET; THENCE S67°25'19"W, ALONG SAID NORTH LINE, 200.62 FEET; THENCE S22°34'41"E, ALONG SAID NORTH LINE, 20.16 FEET; THENCE S67°25'19"W, ALONG SAID NORTH LINE, 174.26 FEET, TO THE NORTHWEST CORNER THEREOF; THENCE N32°15'55"W, 472.62 FEET; THENCE N61°03'30"E, 271.17 FEET; THENCE S28°56'30"E, 23.66 FEET; THENCE N61°03'30"E, 68.43 FEET; THENCE S88°48'26"E, 80.24 FEET; THENCE S15°39'23"E, 32.45 FEET; THENCE N77°42'45"E, 246.77 FEET; THENCE N86°46'30"E, 234.27 FEET; THENCE S86°03'04"E, 75.92 FEET, TO A POINT ON THE WEST LINE OF PEDERSON VALLEY, PART FOUR, WEST BRANCH, CEDAR COUNTY, IOWA, IN ACCORDANCE WITH THE RECORDED PLAT THEREOF; THENCE S00°51'21"W, ALONG SAID WEST LINE, 300.23 FEET, TO SAID POINT OF BEGINNING, CONTAINING 7.75 ACRES, AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD; and

WHEREAS, said property is owned by the above-named owner; and

WHEREAS, the Plat has been examined by the Planning and Zoning Commission of the City of West Branch, Iowa, which recommended that such plat be accepted and approved; and

WHEREAS, the City Council of the City of West Branch, Iowa, finds that said plat complies with the statutes of the State of Iowa and the Ordinances for the City of West Branch, Iowa, relative to plats, additions and subdivisions within the corporate limits of the City of West Branch, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Branch, Iowa, that said preliminary plat and subdivision located on the above-described property be and the same is hereby approved.

Passed, approved and adopted this 6th day of June, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

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

ORDINANCE NO. 739

AN ORDINANCE RE-ZONING TWO PARCELS OF REAL PROPERTY LOCATED NORTH OF WEST MAIN STREET FROM RESIDENCE R-1 SINGLE FAMILY DISTRICT TO RESIDENCE/BUSINESS RB-1 DISTRICT.

WHEREAS, KLM Investments, Inc. has petitioned the City of West Branch for a zoning district amendment for two parcels, Rezoning Parcels #1 and #3, both portions of Auditor Parcel G; and

WHEREAS, Parcel #1 is an approximate 12.77-acre parcel located in the Meadows Subdivision, said parcel being legally described as Beginning at the Southwest Corner of Auditor Parcel "G", in accordance with the Plat thereof recorded in Plat Book I, at Page 103 of the Records of the Cedar County Recorder's Office; Thence N01°19'13"W, along the West Line of said Auditor Parcel "G", 755.33 feet; Thence N88°40'47"E, 157.95 feet; Thence S81°06'34"E, 108.86 feet; Thence S74°08'16"E, 365.98 feet; thence S57°30'03"E, 273.91 feet; Thence S02°51'42"E, 452.25 feet, to a Point on the South Line of said Auditor Parcel G; Thence S87°06'47"W, along said South Line, 854.78 feet, to the Point of Beginning. Said Rezoning Tract contains 12.77 Acres (556,235 square feet), and is subject to easements and restrictions of record; and;

WHEREAS, Parcel #3 is an approximate 0.82-acre parcel located in the Meadows Subdivision, said parcel being legally described as Commencing at the Southeast Corner of Auditor Parcel "G", in accordance with the Plat thereof recorded in Plat Book I, at Page 103 of the Records of the Cedar County Recorder's Office; Thence N00°40'57"E, along the East Line of said Auditor Parcel "G", 46.71 feet; Thence S87°07'22"W, along said East Line, 350.51 feet, to the POINT OF BEGINNING; Thence continuing S87°07'22"W, 113.67 feet; Thence Northwesterly, 40.82 feet along a 25.00 foot radius curve, concave Northeasterly, whose 36.44 foot chord bears N46°05'56"W; Thence N00°40'47"E, 233.75 feet; Thence S89°19'13"E, 140.00 feet, to a Point on the East Line of said Auditor Parcel "G"; Thence S00°40'47"W, along said East Line, 251.65 feet, to the Point of Beginning. Said Rezoning Tract #3 contains 0.82 Acre (35,685 square feet), and is subject to easements and restrictions of record; and

WHEREAS, KLM Investments, Inc. has requested that both parcels be rezoned to be located in a Residence/Business RB-1 District, in place of a Residence R-1 Single Family District; and

WHEREAS, the West Branch Planning and Zoning Commission has considered and voted on a recommendation to the City Council on the disposition of said rezoning request; and

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

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

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

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

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

Section 4. If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 6th day of June, 2016.

Read First Time: May 2, 2016
Read Second Time: June 6, 2016
Read Third Time:

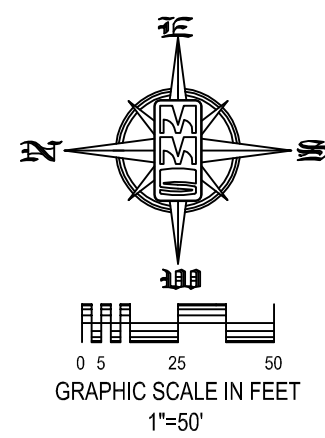
Roger Laughlin, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

GRADING AND EROSION CONTROL PLAN

THE MEADOWS SUBDIVISION - PART 2

WEST BRANCH, IOWA



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

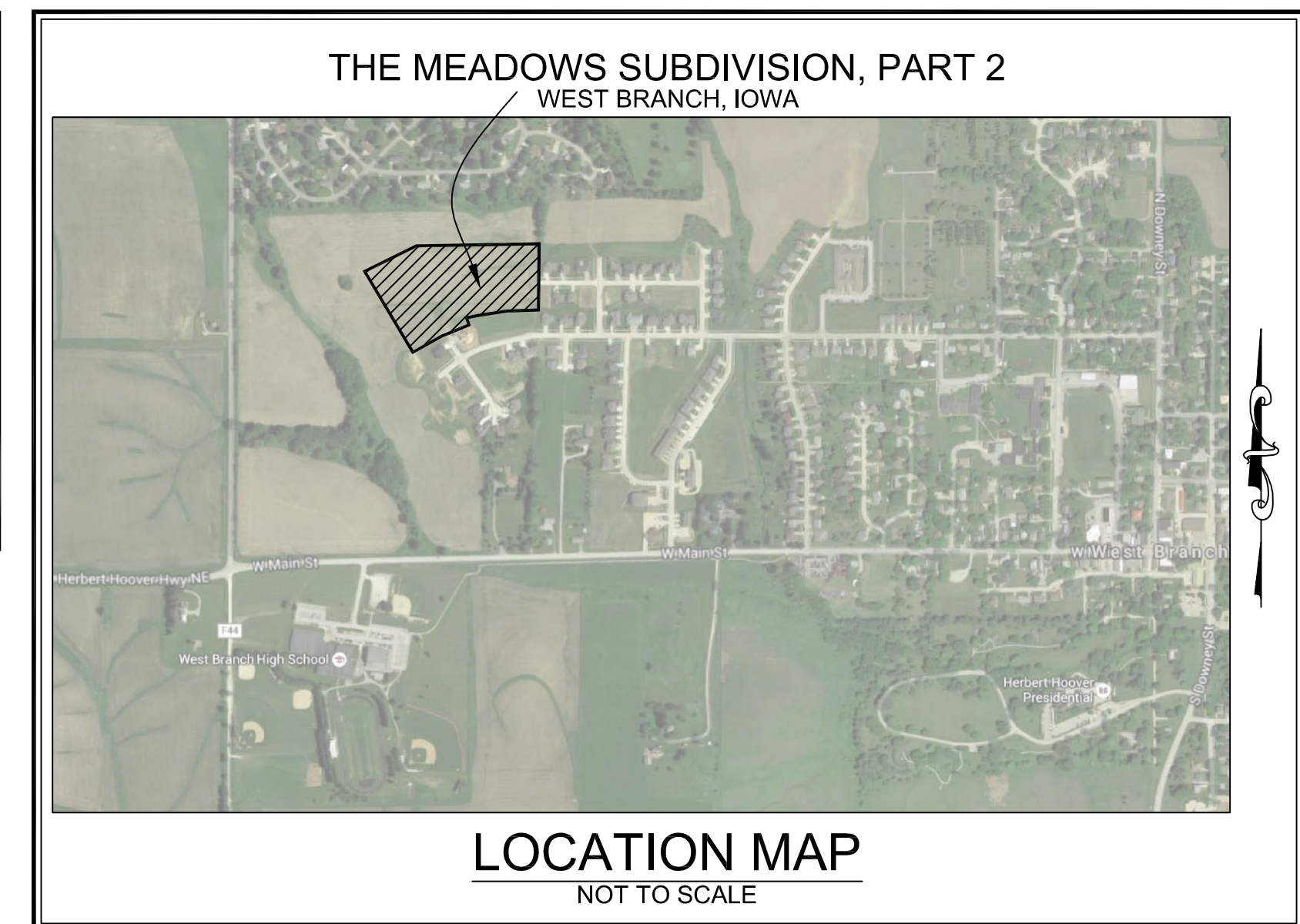
OWNER/SUBDIVIDER:
KLM INVESTMENTS, INC.
25 EASTVIEW PLACE NE
IOWA CITY, IA 52240

SUBDIVIDER'S ATTORNEY:
MICHAEL W. KENNEDY
920 S. DUBUQUE STREET
IOWA CITY, IA 52240

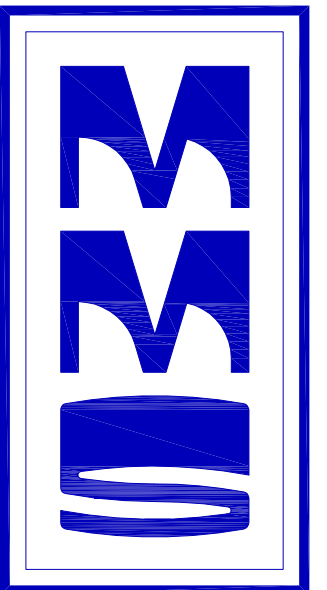
EROSION CONTROL LEGEND

	SILT FENCE/FILTER SOCK		PERIMETER SILT FENCE
	TEMPORARY ROCK CONSTRUCTION ENTRANCE/EXIT		TEMPORARY SOIL STOCKPILE AREA
	TEMPORARY PARKING AND STORAGE		DIRECTION OF OVERLAND FLOW
	CONCRETE TRUCK/EQUIPMENT WASHOUT		DUMPSTER FOR CONSTRUCTION WASTE
	PORTABLE RESTROOM		RIP RAP OUTLET PROTECTION
	DOCUMENT LOCATION (PERMITS, SWPPP, INSPECTION FORMS, ETC.)		OTHER MEASURE: _____
	FILTER SOCK INLET PROTECTION		OTHER MEASURE: _____
	FILTER SOCK BEHIND CURB AT CURB RAMP		OTHER MEASURE: _____

THE ABOVE LISTED ITEMS ARE SHOWN IN THEIR RECOMMENDED LOCATIONS. IF A CONTROL MEASURE IS ADDED OR MOVED TO A MORE SUITABLE LOCATION, INDICATE THE REVISION ON THIS SHEET. THE BLANKS LEFT FOR OTHER MEASURES SHOULD BE USED IF AN ITEM NOT SHOWN ABOVE IS IMPLEMENTED ON SITE. ADDITIONAL PRACTICES FOR EROSION PREVENTION AND SEDIMENT CONTROL CAN BE FOUND IN APPENDIX D OF THE SWPPP.

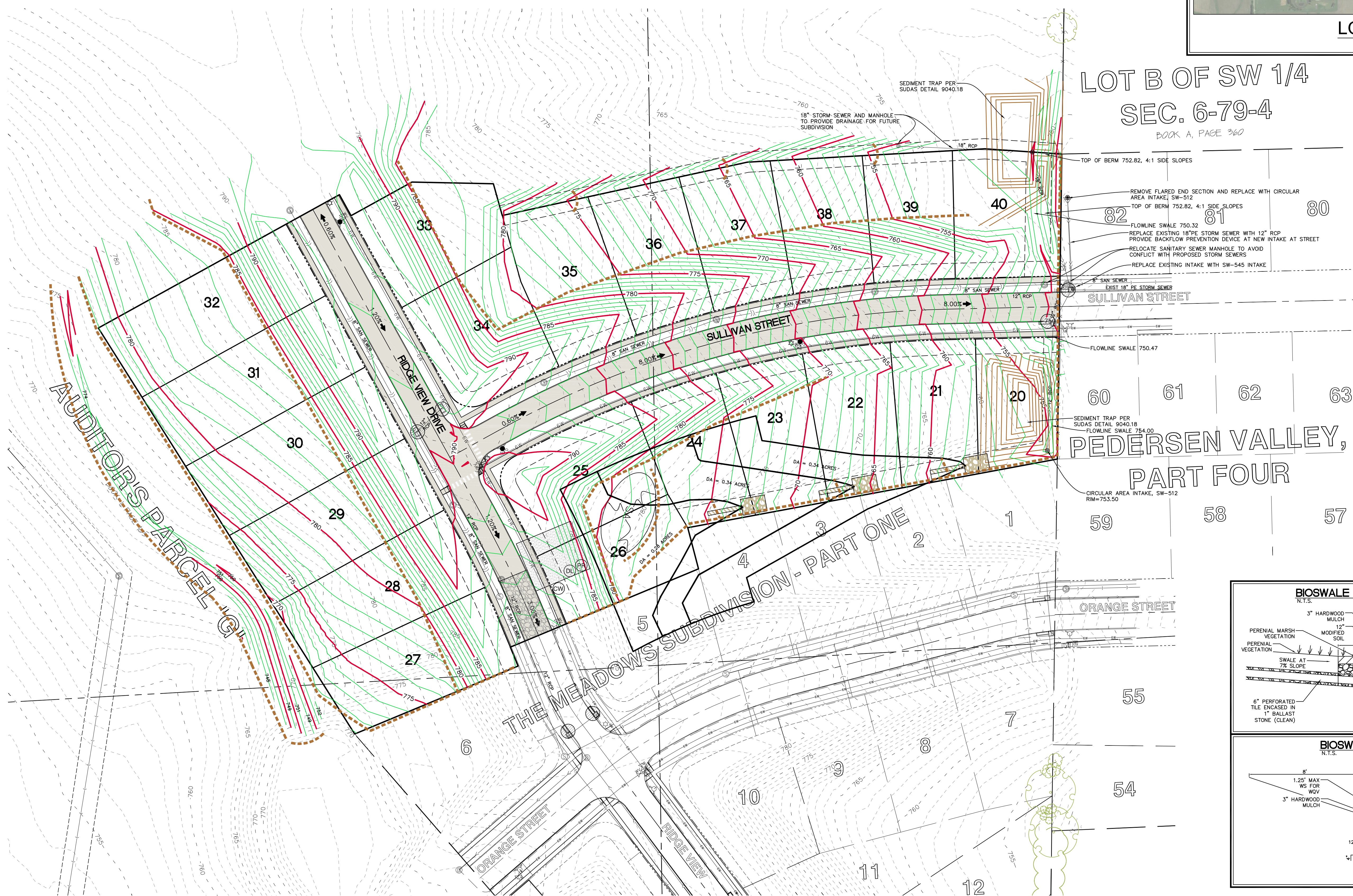


7.75 ACRES



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

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



STANDARD LEGEND AND NOTES

	PROPERTY &/or BOUNDARY LINES
	CONGRESSIONAL SECTION LINES
	RIGHT-OF-WAY LINES
	CENTER LINES
	EXISTING CENTER LINES
	LOT LINES, INTERNAL
	LOT LINES, PLATTED OR BY DEED
	PROPOSED EASEMENT LINES
	EXISTING EASEMENT LINES
	BENCHMARK
	RECORDED DIMENSIONS
	CURVE SEGMENT NUMBER

22-1
-EXIST-
-PROP-
POWER POLE
POWER POLE W/DROP
POWER POLE W/TRANS
POWER POLE W/LIGHT
GUY POLE
LIGHT POLE
SANITARY MANHOLE
FIRE HYDRANT
WATER VALVE
DRAINAGE MANHOLE
CURB INLET
FENCE LINE
EXISTING SANITARY SEWER
PROPOSED SANITARY SEWER
EXISTING STORM SEWER
PROPOSED STORM SEWER
WATER LINES
ELECTRICAL LINES
TELEPHONE LINES
GAS LINES
CONTOUR LINES (1' INTERVAL)
PROPOSED GROUND
EXISTING TREE LINE
EXISTING DECIDUOUS TREE & SHRUB
EXISTING EVERGREEN TREES & SHRUBS

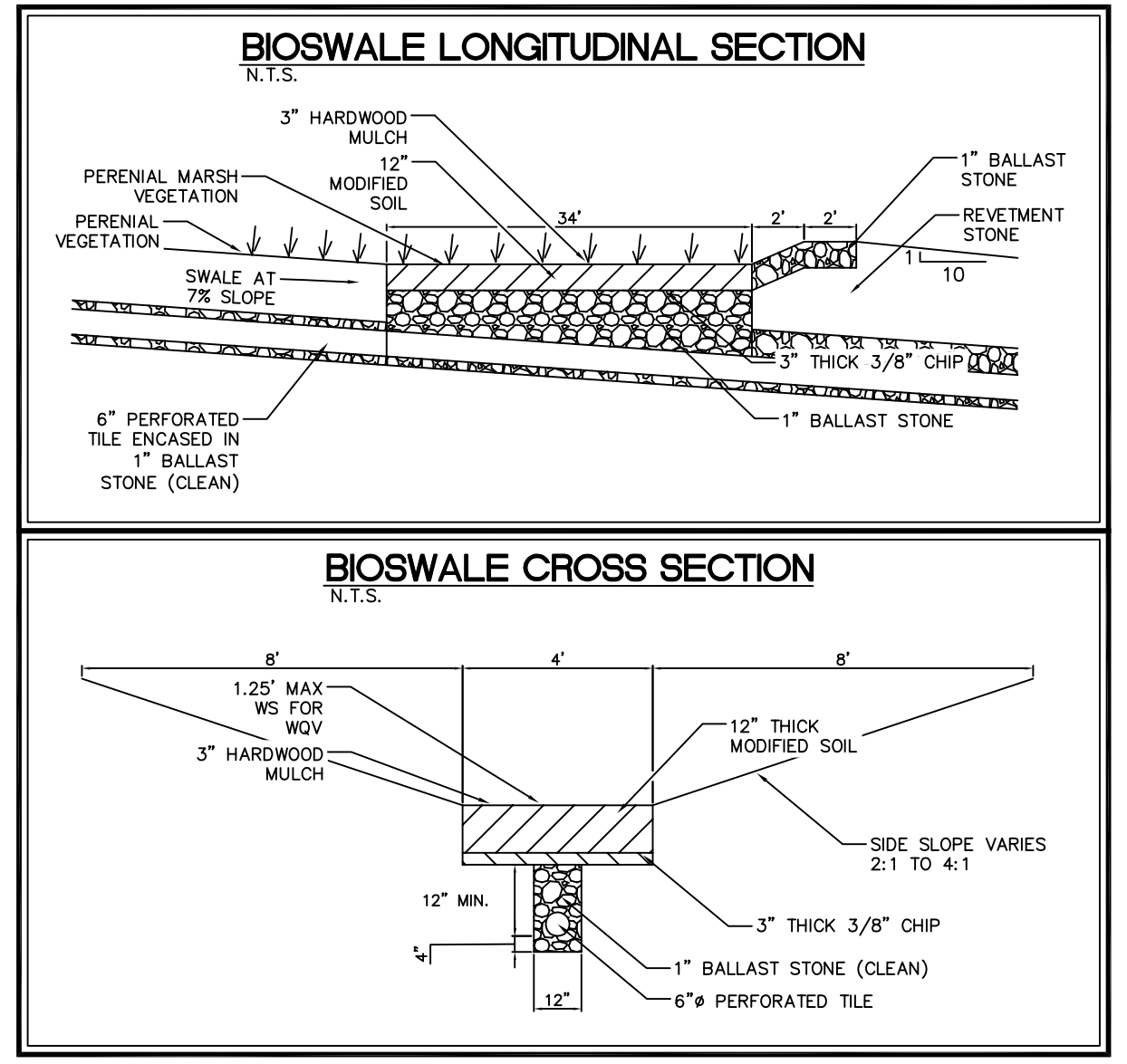
THE ACTUAL SIZE AND LOCATION OF ALL PROPOSED FACILITIES SHALL BE VERIFIED WITH CONSTRUCTION DOCUMENTS, WHICH ARE TO BE PREPARED AND SUBMITTED SUBSEQUENT TO THE APPROVAL OF THIS DOCUMENT.

EROSION CONTROL NOTES

- SEDIMENT TRAPS IN LOTS 20 AND 40 SHALL BE COMPLETELY INSTALLED AND FUNCTIONAL PRIOR TO STRIPPING TOPSOIL AND ALL OTHER SOIL DISTURBING ACTIVITIES.
- INSTALL ALL PERIMETER DOWN SLOPE SILT FENCE, CONSTRUCTION ENTRANCE, CONCRETE WASH OUT, PORTABLE SANITARY FACILITY, AND SWPPP DOCUMENT STORAGE DEVICE PRIOR TO COMMENCING STRIPPING TOP SOIL AND ALL OTHER SOIL DISTURBING ACTIVITIES.
- MAINTAIN A SILT FENCE ACROSS THE EXISTING TERMINATION OF SULLIVAN STREET UNTIL PREPARATION OF STREET SUB GRADE FOR PAVING IS UNDERWAY. SULLIVAN STREET SHALL NOT BE USED FOR A CONSTRUCTION ENTRANCE DURING CONSTRUCTION OF THE SUBDIVISION.
- FOLLOWING COMPLETION OF CONSTRUCTION ACTIVITIES, ALL COMPACTED SOIL SURFACES SHALL BE DEEP TILLED PRIOR TO RE-SPREADING TOP SOIL. ALL DISTURBED AREAS SHALL BE SEEDED WITH TEMPORARY SEEDING PER SUDAS SPEC SECTION 9010.
- THE TWO SEDIMENT TRAPS SHALL REMAIN IN SERVICE UNTIL THE LOT DIRECTLY WEST OF EITHER TRAP OR THE LOT WHERE THE TRAP IS LOCATED HAS A HOUSE CONSTRUCTED AND THE YARD IS ESTABLISHED.

BIOSWALE NOTES:

- BIOSWALES ARE POSITIONED TO FIT WITHIN SITE PARAMETERS; THE SLOPE ALONG THE REAR PROPERTY LINE CONTROLS THE LENGTH OF EACH BIOSWALE CELL BASED ON DESIGN STANDARDS FOR SIDE SLOPES OF THE BIOSWALE.
- EACH BIOSWALE IS SIZED TO PROVIDE TEMPORARY STORAGE OF THE RUNOFF VOLUME RESULTING FROM THE WATER QUALITY STORM EVENT (1.25" RAIN). THE STORED VOLUME IS TO PERCOLATE THROUGH THE BIOSWALE SURFACES IN LESS THAN 12 HOURS.
- BIOSWALES SHALL BE CONSTRUCTED IN THE RESPECTIVE YARDS FOLLOWING HOME CONSTRUCTION DURING FINAL LOT GRADING AND REAR YARD TIE ESTABLISHMENT. THE 4" SUBGRAN SHALL BE INSTALLED AS A PART OF THE SUBDIVISION IMPROVEMENTS; ENGINEERING FABRIC SHALL BE INSTALLED ABOVE THE STONE ENCASMENT PRIOR TO INSTALLATION OF THE BIOSWALE.
- MAINTENANCE OF THE COMPLETED BIOSWALES SHALL BE BY THE CITY OF WEST BRANCH.



GRADING AND EROSION CONTROL PLAN

THE MEADOWS SUBDIVISION - PART 2

WEST BRANCH CEDAR COUNTY IOWA

MMS CONSULTANTS, INC.

Date: 02-12-16

Designed by: PVA Field Book No:
Drawn by: JDM Scale: 1"=50'
Checked by: GDM Sheet No:
Project No: 8815003

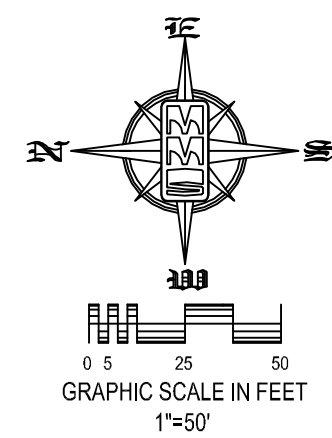
IOWA CITY
8815003

1

PRELIMINARY PLAT

THE MEADOWS SUBDIVISION - PART 2

WEST BRANCH, IOWA



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

OWNER/SUBDIVIDER:
KLM INVESTMENTS, INC.
25 EASTVIEW PLACE NE
IOWA CITY, IA 52240

SUBDIVIDER'S ATTORNEY:
MICHAEL W. KENNEDY
920 S. DUBUQUE STREET
IOWA CITY, IA 52240

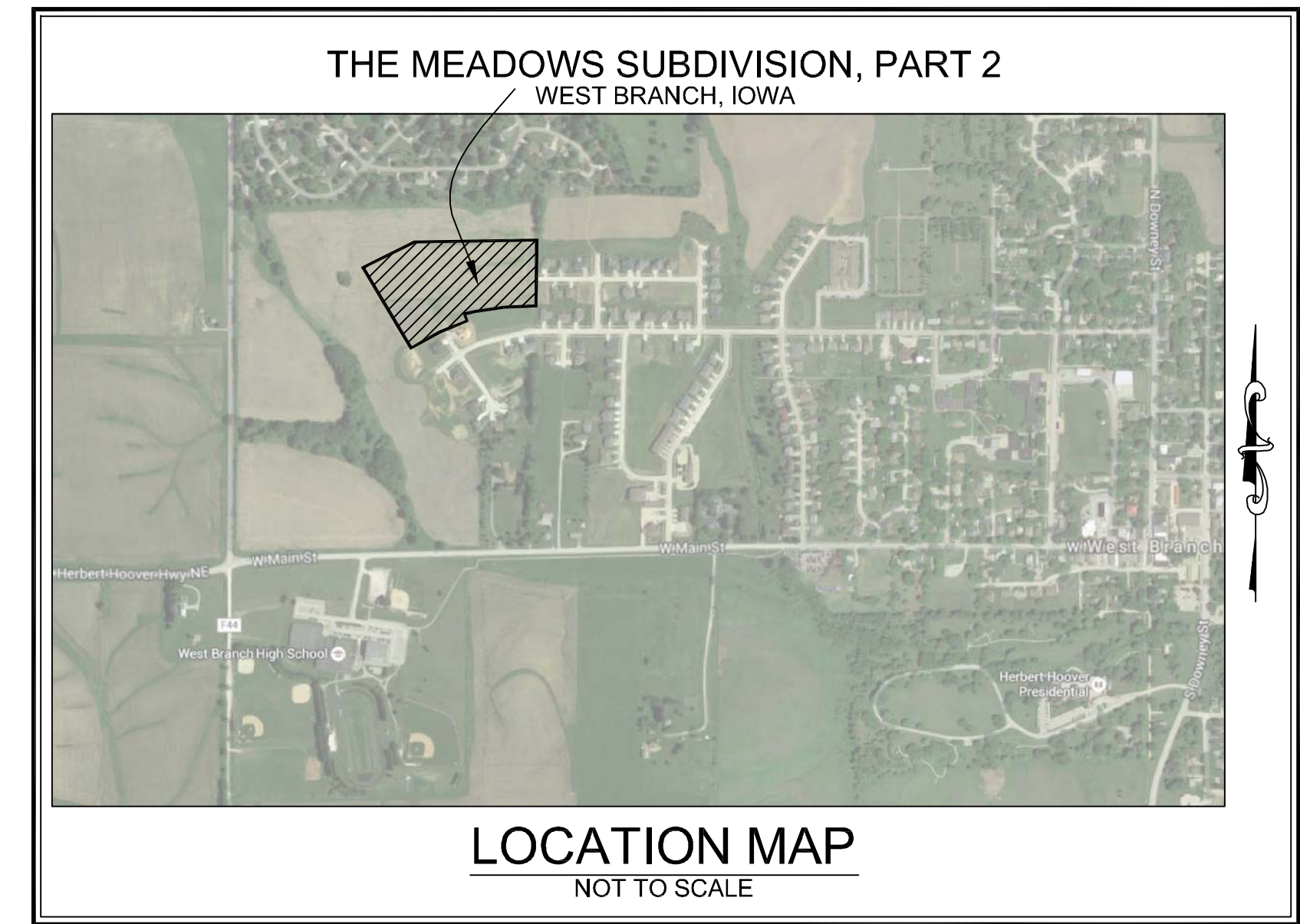
LEGAL DESCRIPTION
BEGINNING AT THE NORTHEAST CORNER OF THE MEADOWS SUBDIVISION - PART ONE, WEST BRANCH, CEDAR COUNTY, IOWA, IN ACCORDANCE WITH THE RECORDED PLAT THEREOF; THENCE S79°28'59"E, ALONG THE NORTH LINE OF SAID THE MEADOWS SUBDIVISION - PART ONE, 369.96 FEET; THENCE S14°37'27"E, ALONG SAID NORTH LINE, 41.90 FEET; THENCE S67°25'19"W, ALONG SAID NORTH LINE, 200.62 FEET; THENCE S22°34'41"E, ALONG SAID NORTH LINE, 20.16 FEET; THENCE S67°25'19"W, ALONG SAID NORTH LINE, 174.26 FEET, TO THE NORTHWEST CORNER THEREOF; THENCE N32°19'55"W, 472.62 FEET; THENCE N61°03'30"E, 271.17 FEET; THENCE S28°56'30"E, 23.66 FEET; THENCE N61°03'30"E, 68.43 FEET; THENCE S88°48'26"E, 80.24 FEET; THENCE S15°39'23"E, 32.45 FEET; THENCE N77°42'45"E, 246.77 FEET; THENCE N86°46'30"E, 234.27 FEET; THENCE S86°03'04"E, 75.92 FEET, TO A POINT ON THE WEST LINE OF PEDERSON VALLEY, PART FOUR, WEST BRANCH, CEDAR COUNTY, IOWA, IN ACCORDANCE WITH THE RECORDED PLAT THEREOF; THENCE S00°51'21"W, ALONG SAID WEST LINE, 300.23 FEET, TO SAID POINT OF BEGINNING, CONTAINING 7.75 ACRES, AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

DEVELOPMENT CHARACTERISTICS
CURRENT ZONING IS R-1 RESIDENTIAL
ALL ADJACENT PROPERTIES ARE R-1 ZONING
PROPOSED ZONING IS LISTED IN THE FOLLOWING TABLE:

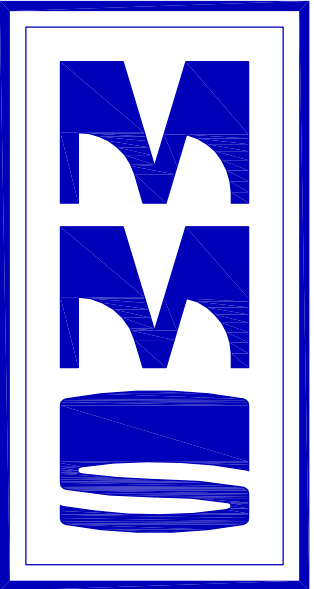
LOTS 20 THROUGH 29, 36 THROUGH 40
R-1 RESIDENTIAL
R-1 RESIDENTIAL REQUIREMENTS
MINIMUM LOT AREA 7,700 SF
MINIMUM SETBACK FRONTAGE 70 FEET
FRONT YARD SETBACK 25 FEET
SIDE YARD SETBACK 8 FEET
REAR YARD SETBACK 25 FEET

LOTS 30 THROUGH 35
R-2 RESIDENTIAL
R-2 RESIDENTIAL REQUIREMENTS
MINIMUM LOT AREA 8,400 SF
MINIMUM SETBACK FRONTAGE 70 FEET
FRONT YARD SETBACK 25 FEET
SIDE YARD SETBACK 8 FEET
REAR YARD SETBACK 25 FEET

REQUESTED VARIANCES:
1. A MAXIMUM OF 8% STREET GRADE FOR SULLIVAN STREET IS REQUESTED.
2. THE REQUIRED MID-BLOCK CROSSING ON SULLIVAN STREET IS REQUESTED TO NOT BE REQUIRED DUE TO STREET GRADES ON SULLIVAN STREET.



7.75 ACRES



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

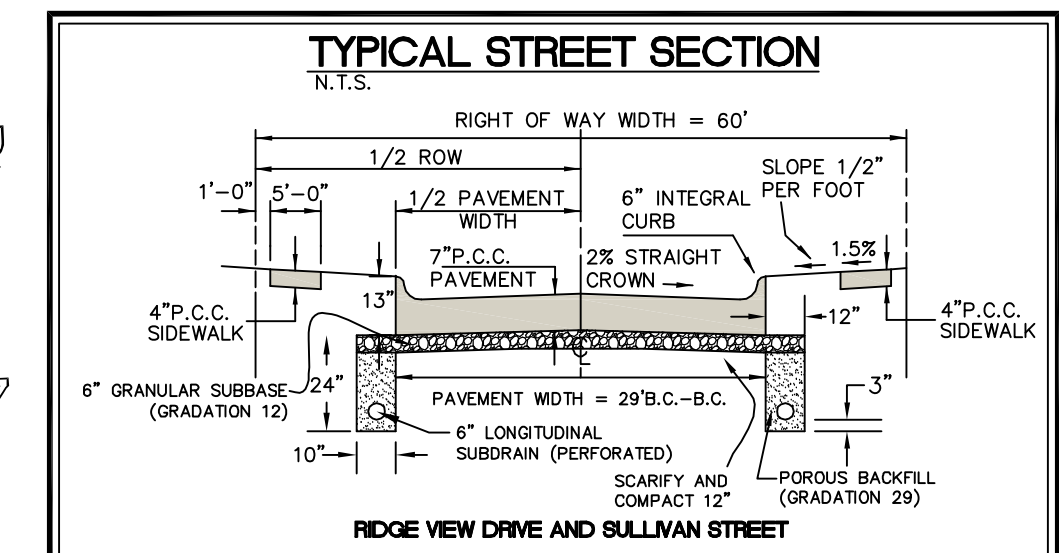
1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
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STANDARD LEGEND AND NOTES

---	PROPERTY &/OR BOUNDARY LINES
---	CONGRESSIONAL SECTION LINES
---	RIGHT-OF-WAY LINES
---	EXISTING RIGHT-OF-WAY LINES
---	CENTER LINES
---	EXISTING CENTER LINES
---	LOT LINES, INTERNAL
---	LOT LINES, PLATTED OR BY DEED
---	PROPOSED EASEMENT LINES
---	EXISTING EASEMENT LINES
---	BENCHMARK
---	RECORDED DIMENSIONS
---	CURVE SEGMENT NUMBER
---	22-1
---	EXIST- POWER POLE
---	PROPP- POWER POLE W/DROP
---	POWER POLE W/TRANS
---	POWER POLE W/LIGHT
---	GUY POLE
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---	SANITARY MANHOLE
---	FIRE HYDRANT
---	WATER VALVE
---	DRAINAGE MANHOLE
---	CURB INLET
---	FENCE LINE
---	EXISTING SANITARY SEWER
---	PROPOSED SANITARY SEWER
---	EXISTING STORM SEWER
---	PROPOSED STORM SEWER
---	WATER LINES
---	ELECTRICAL LINES
---	TELEPHONE LINES
---	GAS LINES
---	CONTOUR LINES (1' INTERVAL)
---	PROPOSED GROUND
---	EXISTING TREE LINE
---	EXISTING DECIDUOUS TREE & SHRUB
---	EXISTING EVERGREEN TREES & SHRUBS

THE ACTUAL SIZE AND LOCATION OF ALL PROPOSED FACILITIES SHALL BE VERIFIED WITH CONSTRUCTION DOCUMENTS, WHICH ARE TO BE PREPARED AND SUBMITTED SUBSEQUENT TO THE APPROVAL OF THIS DOCUMENT.



Date	Revision
03-29-16	PER CITY REVIEW -JDM
04-12-16	PER CITY REVIEW -PVA
04-19-16	REVISED LOTS 36-40 PER CLIENT -JDM

PRELIMINARY PLAT

THE MEADOWS SUBDIVISION - PART 2
WEST BRANCH CEDAR COUNTY IOWA

MMS CONSULTANTS, INC.

Date:	02-12-16
Designed by:	PVA Field Book No.
Drawn by:	JDM Scale: 1"=50'
Checked by:	GDM Sheet No.
Project No.:	IOWA CITY 8815003

ORDINANCE NO. 740

AN ORDINANCE AMENDING CHAPTER 165 “ZONING REGULATIONS.”

WHEREAS, the city staff of the City of West Branch, Iowa, believes that allowances for temporary directional signage for open house events in the city right-of-way should be allowed the Code section related to “For Sale” and “To Rent” signs; and

WHEREAS, the city staff of the City of West Branch, Iowa, believes that a clarification in the language contained within *Section 165.43 SIGNS* in the Zoning Code will aide Realtors and others wishing to buy and sell homes; and

WHEREAS, local Realtors have reviewed and provided input on these recommendations; and

WHEREAS, the City Council of the City of West Branch, Iowa has reviewed these recommendations and concurs with the city staff.

NOW, THEREFORE, BE IT ORDAINED:

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 165 “ZONING REGULATIONS” of the Code of West Branch, Iowa is hereby amended by revising the following subsection to Chapter 165:

165.43 SIGNS. – Amend as follows:

165.43(1) Permitted Signs, R District.

165.43(1) (B) “For Sale” and “To Rent” Signs, subject to the following:

165.43(1) (B) (2) No sign shall project beyond the property line into the public way, **except for an open house or similar event. For an open house, portable off-premises residential directional signs announcing directions to a specific residence open house for sale or rent shall not exceed 42 inches in height. These signs may be located on the right-of-way outside of vehicular and bicycle lanes, but shall only be permitted for 48 hours prior to the open house and must be removed immediately after the open house.**

2. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.

3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
4. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 6th day of June, 2016.

First Reading: June 6, 2016

Second Reading:

Third Reading:

Roger Laughlin, Mayor

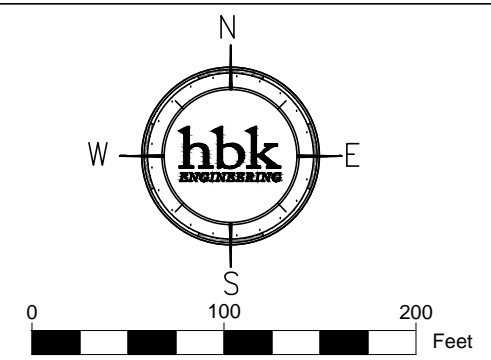
Attest:

Matt Muckler, City Administrator/Clerk

SITE CONCEPT PLAN
 APPROXIMATELY 20.45 ACRES
 CR1 LOTS: 12 (2.03 ACRES)
 R2 LOTS: 21 (3.19 ACRES)
 TOWNHOUSE UNITS: 12 (.27 ACRES)

80 PARKING SPACES REQUIRED
 PLUS 4 ACCESSIBLE SPACES

103 PARKING STALL SHOWN
 PLUS 6 ACCESSIBLE



PROJECT NO.:
15-5186

PROJECT:
**WEST BRANCH
 CONCEPT**

ENGINEER:
**hbk
 ENGINEERING**

HBK ENGINEERING, LLC
 509 S. GILBERT ST.
 IOWA CITY, IA 52240
 PHONE: (319) 338-7557
 FAX: (319) 358-2937
 CHICAGO - OAK BROOK - NORRISTOWN
 WWW.HBKENGINEERING.COM

OWNER/DEVELOPER:
OWNER
 MAILING ADDRESS

DEVELOPER
 MAILING ADDRESS

CONTRACTOR:
CONTRACTOR
 MAILING ADDRESS

TITLE:
SHEET NAME

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

DRAWN BY: CHECKED BY: APPROVED BY:

PROJECT NUMBER: **15-5186**
 FILE NAME: **WB CONCEPT C.DWG**
 DATE DRAWN: **05/19/2016**
 SCALE: **1"=100'**

SHEET: **C1.0**



NOTICE OF HEARING AND LETTING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF MAIN STREET SIDEWALK – PHASE 3 FOR THE CITY OF WEST BRANCH, IOWA, AND THE TAKING OF BIDS THEREFOR

Notice is hereby given that the City Council of West Branch, Iowa will meet in the Council Chambers, 110 North Poplar Street, West Branch, Iowa, on the 6th day of June, 2016 at 7:00 p.m. at which time a hearing will be held and said Council proposes to adopt plans, specifications, form of contract and estimate of cost for the construction of the Main Street Sidewalk – Phase 3 and work incidental thereto for said City.

Sealed proposals will be received by the City Clerk of the City of West Branch, Iowa, at City Hall, 110 North Poplar Street, West Branch, Iowa, until 2:00 p.m. on the 2nd day of June, 2016, for the construction of Main Street Sidewalk – Phase 3 as described in the plans and specifications therefor, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced by the City Clerk at the time and date specified above. Proposals will be acted upon by said City at the June 6th City Council Meeting or at such later time and place as then may be fixed.

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

MAIN STREET SIDEWALK – PHASE 3

Construct Main Street Sidewalk – Phase 3 including all labor, materials, and equipment necessary for approximately 242 square yards of PCC sidewalk, 230 linear feet of curb and gutter, HMA pavement wedge, detectable warning curb ramps, fixture adjustments, and miscellaneous associated work.

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

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

NHL-1

368200

Notice of Hearing and Letting

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

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

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

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

The City Council reserves the right to reject any or all bids and to waive informalities or technicalities in any bid and to accept the bid which it deems to be in the best interest of the City.

The Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of Hearing and Letting.

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

The work will commence within ten (10) days after written Notice to Proceed and shall be completed by July 29, 2016.

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

NHL-2

368200

Notice of Hearing and Letting

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

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

The City will issue a sales tax exemption certificate applicable for all materials purchased for the project.

Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

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

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

CITY OF WEST BRANCH, IOWA

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator

NHL-3

368200

RESOLUTION 1478

APPROVING THE MAIN STREET IOWA PROGRAM AGREEMENT

WHEREAS, an Agreement between the Iowa Economic Development Authority, Main Street West Branch and the City of West Branch is necessary for the purpose of continuing the Main Street Iowa program in West Branch; and,

WHEREAS, the Local Main Street Program will continue to follow the Main Street Approach as developed by the Main Street Center, Inc. and espoused by Main Street Iowa; and,

WHEREAS, the current Main Street Iowa Program Agreement would expire on June 30, 2016; and,

WHEREAS, an updated Agreement between the Iowa Economic Development Authority, Main Street West Branch and the City of West Branch has been presented to the City Council of West Branch; and,

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned agreement is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City and appointed to represent the City on the local Main Street governing board of directors; and

BE IT FURTHER RESOLVED, by the City Council of the City of West Branch, Iowa, that the source of funds to be used are general funds, or any other funding source determined by the City Council; and

BE IT FURTHER RESOLVED, by the City Council of the City of West Branch, Iowa, the City Council reserves the right to increase or decrease program funding from year to year.

Passed and approved this 6th day of June, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Main Street Iowa Program Agreement

Agreement # PS2016 -G300-51

Agreement between the Iowa Economic Development Authority, the City of West Branch and Friends of Historic Downtown West Branch / DBA Main Street West Branch for the purpose of continuing the Main Street Program in West Branch.

THIS AGREEMENT is entered into and executed by the Iowa Economic Development Authority herein referred to as the "IEDA", the City of West Branch and Friends of Historic Downtown West Branch / DBA Main Street West Branch hereinafter referred to as the "Community or Local Main Street Program".

WHEREAS, Friends of Historic Downtown West Branch / DBA Main Street West Branch established a partnership with the Iowa Economic Development Authority in 2006 and desires that the program continue; and

WHEREAS, the Iowa Economic Development Authority desires to continue the relationship which has been established with Friends of Historic Downtown West Branch / DBA Main Street West Branch;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to do as follows:

SECTION I. The Local Main Street Program agrees to:

1. Maintain the local program's focus on the revitalization of the historic commercial district utilizing the Main Street Approach®. This should be reflected in the programs annual action plans, goals and objectives, vision, and mission statement.
2. Employ a paid part-time Executive Director for the Local Main Street Program who will be responsible for the day-to-day administration of the Main Street program in the Community. Full-time employment is defined as 40 hours per week dedicated to the Local Main Street Program work. Part time employment is 25 hours per week dedicated to the Local Main Street Program work. In the event this position is vacated during the time of this agreement, the Local Main Street Program agrees to fill this position in a reasonable time and provide a written timeline to fill this position to the Main Street Iowa State Coordinator.
3. Develop an accurate position description, which includes the rate of compensation, describing the administrative activities for which the program director is responsible. A copy of which is to be provided to Main Street Iowa annually.
4. Maintain worker's compensation insurance for the Executive Director and staff.
5. Maintain an office within the designated boundaries of the local Main Street district.
6. Submit monthly performance reports to the IEDA by established deadlines. The reports will document the progress of the Local Main Street Program's activities. Should a Local Main Street Program become three months tardy on submission of monthly reports, program services available through Main Street Iowa will be suspended until the Local Main Street Program has submitted all late reports to become current.
7. Provide Main Street Iowa examples of local best practices and information demonstrating local success stories (e.g. action plans, marketing materials, quality images, programmatic documents, etc.)
8. Achieve National Main Street Center accreditation at a minimum once every three years. Not achieving National Main Street Center accreditation at a minimum once every three years will result in termination of this agreement and loss of recognition as a Main Street Program Community.
9. Participate, as required by the State Main Street Coordinator, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for National Main Street accreditation, the Local Main Street Program must have representation at both days, in their entirety, of the three (3) training sessions held annually, indicated as mandatory on the program calendar. In addition, any newly hired program director will be required to participate in Main Street Orientation, as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Community.

10. Have a Resolution of Support passed by the City Council. This resolution must stipulate sources of funding for the program, a commitment to appoint a city official to represent the City on the local Main Street governing board of directors, and that the Local Main Street Program will continue to follow the Main Street Approach® as developed by the National Main Street Center, Inc. and espoused by Main Street Iowa.
11. Have a Resolution of Support passed by the Local Main Street Program Board of Directors. This resolution must stipulate a commitment to continue to follow the Main Street Approach® as developed by the National Main Street Center, Inc.
12. Maintain a “Designated Main Street Network” membership with the National Main Street Center.
13. Use the words “Main Street” when referring to and marketing the local program, either as an official part of the organization’s name or as a tagline such as... “A Main Street Iowa Program”. As a designated Main Street Iowa community, the Local Main Street Program is required to include the National Main Street Center/Main Street America and the Main Street Iowa logos on local program websites.
14. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
15. Remain in compliance with the requirements of this program as outlined in this agreement. If the IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement, the Local Main Street Program will be notified of non-compliance and given a 90-day probationary period in which to return to compliance. Continued non-compliance will result in termination of this agreement and loss of recognition as a Main Street Program Community.
16. Submit with this signed Program Agreement, one (1) copy the City’s Resolution of Support, one (1) copy of the Local Main Street Program Board of Director’s Resolution of Support, and one (1) completed W-9 of the Local Main Street Program.

SECTION II. The IEDA agrees to:

1. Designate a Main Street State Coordinator to handle communication between the Community, the Main Street Iowa Program, and state government agencies.
2. Coordinate up to three (3) statewide training sessions annually for program directors and local Main Street volunteers based on the combined needs of all Iowa Main Street Communities.
3. Conduct three one-day (1) Main Street orientations for all new program directors, board members and volunteers. The Orientation will introduce the Executive Director to the Main Street Program and to their immediate responsibilities. Orientation meetings will be held in a central Iowa location.
4. Conduct an on-site program visit annually.
5. Provide continuing advice and information to the Local Main Street Program.
6. Include the Community in the Main Street Iowa network.
7. Provide, as requested and can be scheduled, on-site technical assistance visits to the Local Main Street Program with Main Street Iowa personnel in the areas of design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, action planning.
8. Offer additional optional, regionally hosted trainings throughout the year.

SECTION III. The PARTIES hereto otherwise agree as follows:

1. The term of this agreement shall be for a period of two years, beginning July 1, 2016, and ending June 30, 2018. It may be extended or revised by a written amendment signed by both parties.
2. This agreement shall be binding upon and shall insure to the benefit of the parties and their successors.
3. Not to discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin. The parties further agree to take affirmative action to assure that employees are treated without regard to their race, color, region, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin during employment.
4. Either party may terminate this agreement without cause after 30 days written notice to the other party.
5. This document memorializes all elements of this agreement, and both incorporates and supersedes any previous agreements or negotiations, whether oral or written.
6. The IEDA is limited to furnishing its technical services to the Community and thus nothing contained herein shall create any employer-employee relationship.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY: _____ (Date)
(Mayor *Signature*)

(Mayor *Printed Name*)
West Branch, Iowa

(City)

BY: _____ (Date)
(Board President *Signature*)

(Board President *Printed Name*)
Friends of Historic Downtown West Branch

/ DBA Main Street West Branch

(Local Main Street Program)

BY: _____ (Date)
Deborah V. Durham, Director
Iowa Economic Development Authority

-001
26.74 Ac

58.48 ft

57.33 ft

58.94 ft

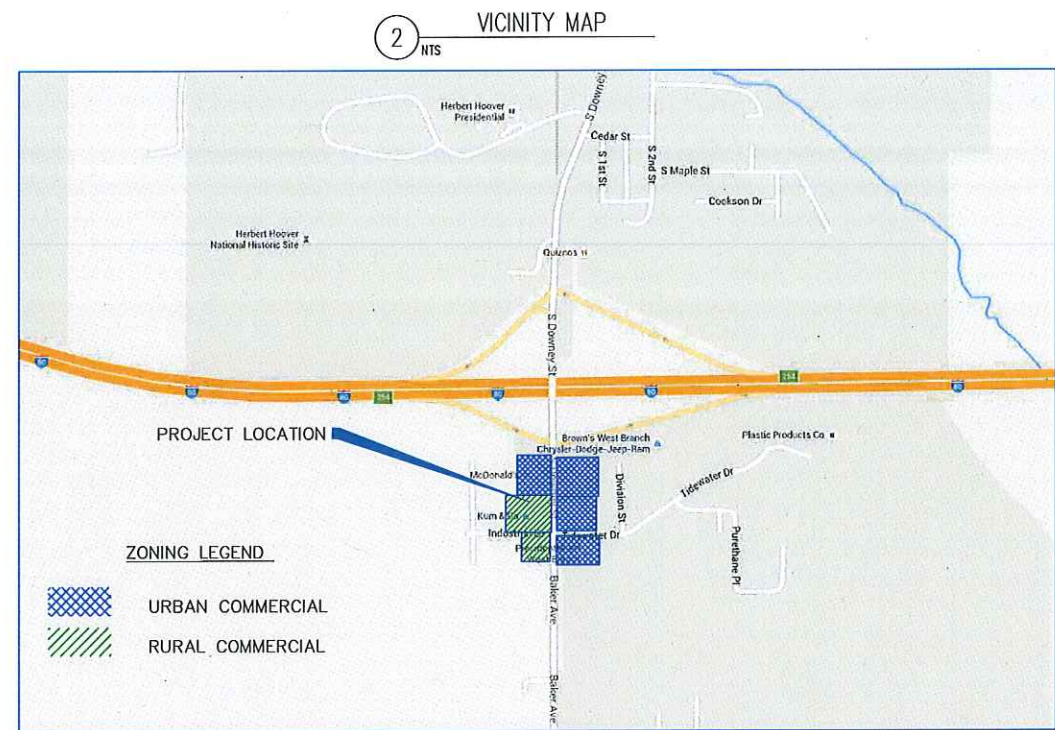
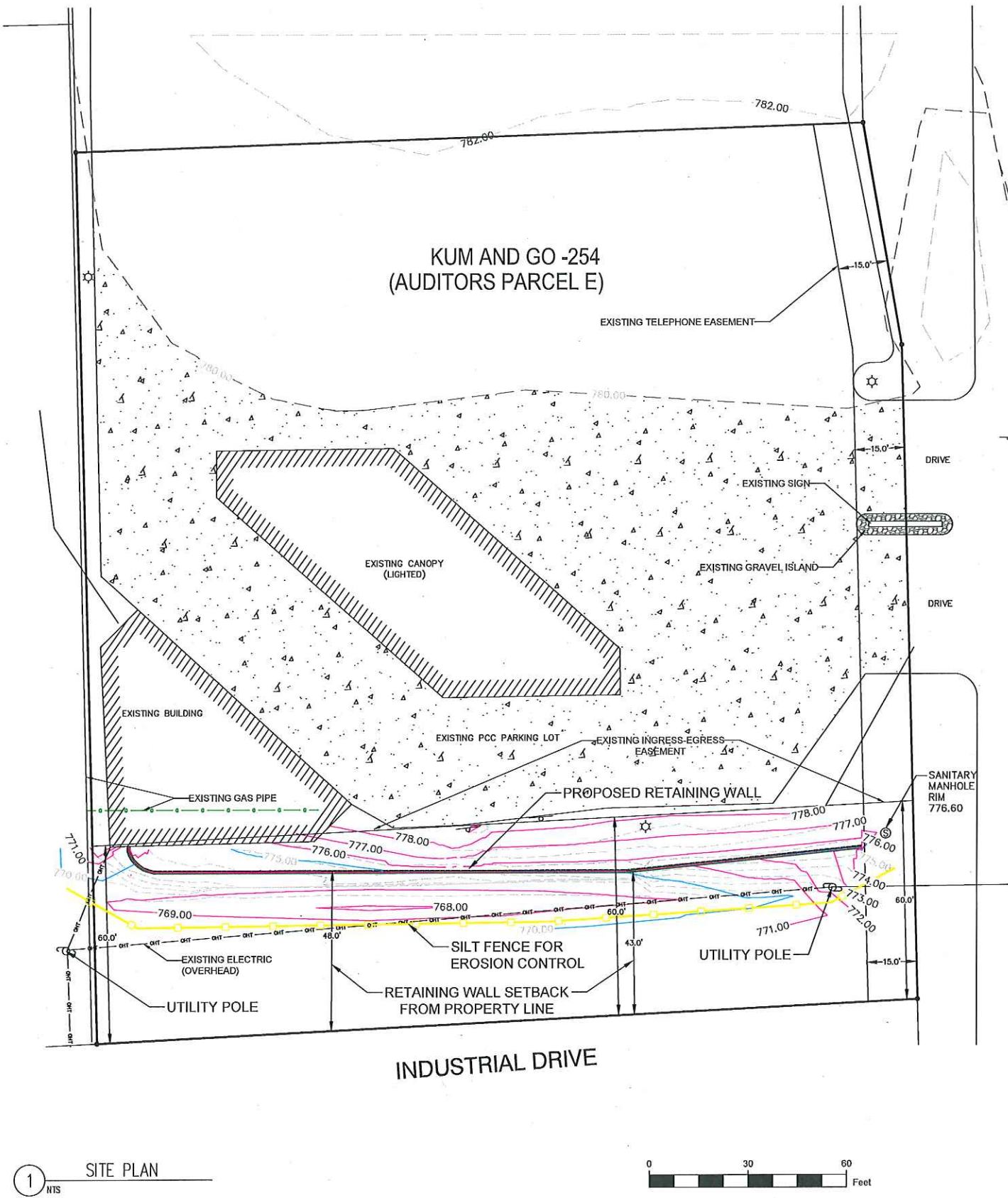
-002
11.58 Ac

ERCIAL SUB.

Proposed building

-003
4 Ac

ERCIAL SUB., RESUB. OF LOTS 1 AND 2



DESCRIPTION - AUDITOR'S PARCEL E:

That part of the Northeast Quarter of the Southeast Quarter of Section 7, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa, described as follows:

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

thence North 0°00'00" East 1623.40 feet along the East line of said Southeast Quarter (assumed bearing for this description only) to the point of beginning;

thence South 88°35'00" West 300.00 feet to the Southeast corner of Lot 3, Slach's Commercial Subdivision, Cedar County, Iowa;

thence North 0°01'18" East 269.08 feet along the East line of said Lot 3;


thence North 88°35'00" East 241.15 feet to a point of intersection with the Southwesterly right-of-way line of Interstate Route No. 80;

thence South 7°20'43" East 68.26 feet along said right-of-way line to a point 50.00 feet in perpendicular distance Westerly of centerline Station 1046+52 of County Trunk Road "D" now known as County Road X-30 and the East line of said Southeast Quarter;

thence North 90°00'00" East 50.00 feet to a point of intersection with the East line of said Southeast Quarter;

thence South 0°00'00" East 199.93 feet along said East line to the point of beginning and containing 1.77 acres more or less. Subject to the public road and easements record.

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



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

Signed: Brian A. Boelk Date: 04-11-16

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

My licensed renewal date is December 31, 2016

Pages or sheets covered by this seal: _____

N
W E
S

PROJECT NUMBER:
15-1088

PROJECT:
RETAINING WALL REPLACEMENT
SITE PLAN

ENGINEER:
hbk ENGINEERING
HBK ENGINEERING, LLC
509 S. GILBERT ST.
IOWA CITY, IA 52240
PHONE: (319) 338-7557
FAX: (319) 358-2937
IOWA DEPARTMENT OF LABOR REGISTRATION NO. 00527328
WWW.HBKENGINEERING.COM

OWNER:
COLE KG
WEST BRANCH IA, LLC
620 S. DOWNEY ST
WEST BRANCH, IA
52358



CONTRACTOR:
TO BE DETERMINED

FOLDER NAME: 151088
DATE CREATED: 4/5/2016

DRAWING LOG

DATE	ISSUED FOR	DB	CB
4/5/16	DESIGN	TK	BB

PROJECT MANAGER:
BRIAN A. BOELK

SHEET:
C1

RETAINING WALL REPLACEMENT



620 S. DOWNEY STREET
WEST BRANCH, IOWA 52358

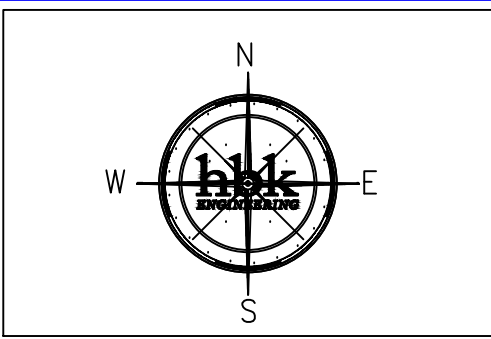
KUM & GO
STORE #254

SITE LOCATION MAP



PROJECT LOCATION

INDEX OF SHEETS	
NO.	DESCRIPTION
	CIVIL
C1	TITLE SHEET
C2	GENERAL NOTES
C3	PROPOSED WALL PLAN & PROFILE
C4	PROPOSED WALL PLAN & PROFILE
	STRUCTURAL
S1	RETAINING WALL SECTIONS
S2	RETAINING WALL DETAILS



PROJECT NUMBER:
15-1088

PROJECT:
RETAINING WALL
REPLACEMENT

ENGINEER:
hbk
ENGINEERING
HBK ENGINEERING, LLC
509 S. GILBERT ST.
IOWA CITY, IA 52240
PHONE: (319) 338-7557
FAX: (319) 358-2937
IOWA DEPARTMENT
OF LABOR
REGISTRATION
NO. 00527328
WWW.HBKENGINEERING.COM

OWNER:
COLE KG (254)
WEST BRANCH IA, LLC
620 S. DOWNEY ST
WEST BRANCH, IA
52358

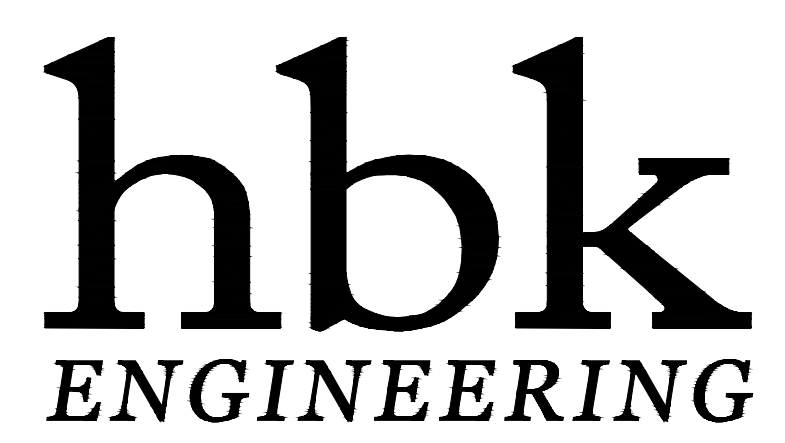
CONTRACTOR:
TO BE DETERMINED

FOLDER NAME: 151088
DATE CREATED: 1/22/16

DRAWING LOG				
DATE	ISSUED FOR	DB	CB	
	DESIGN			TK SM

PROJECT MANAGER:
RAD

SHEET:
C1



509 SOUTH GILBERT ST.
IOWA CITY, IA 52240
PHONE: (319) 338-7557 FAX: (319) 358-2937
STATE OF IOWA, DEPARTMENT OF LABOR
WORKFORCE NO. 00527328



GENERAL NOTES:

- THE CONTRACTOR SHALL PROVIDE ALL MATERIAL, EQUIPMENT, LABOR, INSTALLATION, RESTORATION, UTILITY RELOCATION CHARGES, JOB SITE DELIVERY COSTS TO COMPLETE THE DESCRIBED OR ILLUSTRATED WORK, UNDER THIS CONTRACT.
- THE ENGINEER WILL NOT BE RESPONSIBLE NOR ASSUME ANY LIABILITY FOR NEGLIGENCE ACTS OR ERRORS OF OMISSIONS OF ANY CONTRACTOR, ANY SUBCONTRACTOR, OR ANY OF THE CONTRACTOR'S OR SUBCONTRACTORS' AGENTS OR EMPLOYEES OR ANY OTHER PERSONS (EXCEPT ENGINEER'S OWN EMPLOYEES) AT THE PROJECT SITE OR OTHERWISE PERFORMING ANY OF THE WORK OF THE PROJECT. THE CONTRACTOR WILL HAVE SOLE RESPONSIBILITY FOR THE ON-SITE SAFETY. NEITHER THE PROFESSIONAL ACTIVITIES OF THE ENGINEER, NOR THE PRESENCE OF THE ENGINEER OR HIS OR HER EMPLOYEES AND SUBCONSULTANTS AT THE CONSTRUCTION SITE, SHALL RELIEVE ANY CONTRACTOR OF HIS OR HER OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING OR COORDINATING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES.
- SCALE FOR DRAWINGS IS FOR GENERAL INFORMATION ONLY. LOCATIONS AND DIMENSIONS SHALL BE TAKEN AS SHOWN AND THE DRAWINGS SHALL NOT BE SCALED.
- THE CONTRACTOR SHALL OBTAIN ALL PERMITS AND COMPLY WITH THE REQUIREMENTS OF ALL AGENCIES HAVING JURISDICTION OVER THE WORK AND SHALL COORDINATE HIS WORK WITH THE WORK PERFORMED BY OTHERS FOR THE PROPOSED INSTALLATION.
- CONTRACTOR SHALL COORDINATE ALL WORK WITH ALL PUBLIC AND PRIVATE UTILITIES AS WELL AS CITY AND STATE AGENCIES.
- CONTRACTOR RESPONSIBLE FOR OBTAINING AND PROVIDING REVIEW AND DESIGN OF ANY AND ALL SHORING SYSTEMS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE APPROPRIATE ENGINEERED DE-WATERING MEASURES, IF NECESSARY, TO ENSURE GROUNDWATER TABLE REMAINS AT A DEPTH BELOW THE BASE OF THE EXCAVATION AT ALL TIMES DURING EXCAVATION, REPAIR WORK AND BACKFILLING OPERATIONS.
- CONTRACTOR SHALL TAKE ALL NECESSARY SAFETY PRECAUTIONS TO PROTECT UTILITIES, PEDESTRIANS, WORKERS AND VEHICULAR TRAFFIC. THE CONTRACTOR SHALL PROVIDE TEMPORARY FENCES, BARRICADES, ETC. AS REQUIRED TO PROTECT ADJACENT PROPERTY AND THE PUBLIC DURING ALL PHASES OF CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY BARRICADES, SIGNAGE, WARNING LIGHTS AND OTHER DEVICES AND MAINTAIN THESE OPERATIONAL 24 HOURS A DAY AT ALL OPEN TRENCH LOCATIONS AND AT LOCATIONS WHICH DO NOT HAVE A FINISHED SURFACE.
- THE CONTRACTOR IS TO RESTORE ALL DAMAGED STRUCTURES AND UTILITIES TO THE SATISFACTION OF THE OWNERS REPRESENTATIVE.
- CONTRACTOR RESPONSIBLE FOR OBTAINING ALL CITY OF WEST BRANCH REQUIRED BUILDING PERMITS AND ASSOCIATED FEES.

EXISTING UTILITIES:

- EXISTING CONDITIONS, STRUCTURES, UTILITIES AND SURFACE FEATURES SHOWN WERE OBTAINED FROM DOCUMENTS PROVIDED BY IOWA ONE CALL AND ARE ASSUMED TO BE ACCURATE AND CORRECT. THE CONTRACTOR SHALL PERFORM HIS OWN SURVEY AND VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS OF EXISTING STRUCTURES PRIOR TO STARTING ANY WORK.
- EXISTING UTILITIES ARE SHOWN AT THEIR APPROXIMATE LOCATION. THE CONTRACTOR SHALL CONTACT IOWA ONE CALL SYSTEM INC. AT 811 TO REQUEST LOCATING AND MARKING OF EXISTING UTILITIES PRIOR TO PERFORMING ANY EXCAVATION WORK IN OR AROUND ANY UTILITY.
- ALL EXCAVATION WORK NEAR AND AROUND EXISTING UTILITIES SHALL BE BY HAND METHOD.

GENERAL CONSTRUCTION WORK:

- ALL WORK SHALL BE FURNISHED AND INSTALLED PER LOCAL MUNICIPALITY STANDARDS AND AS OUTLINED IN THE GOVERNING JURISDICTION AND WITH THE PROJECT CONTRACT DOCUMENTS.
- CONTRACTOR SHALL PROTECT ALL EXISTING EQUIPMENT AND INFRASTRUCTURE AT THE SITE. CONTRACTOR SHALL VISIT THE SITE AND BECOME THOROUGHLY FAMILIAR WITH THE EXISTING CONDITIONS.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING EXISTING PIPING, UTILITIES, EQUIPMENT AND STRUCTURES WHICH COULD BE DAMAGED BY CONSTRUCTION ACTIVITIES. REPAIR OF DAMAGES SHALL BE AT THE CONTRACTOR'S EXPENSE.

LEVELING PAD:

- MATERIAL SHALL CONSIST OF A COMPACTED CRUSHED STONE BASE OR NON-REINFORCED CONCRETE AS SHOWN ON THE CONSTRUCTION DRAWINGS.
- IF CONCRETE LEVELING PAD IS DESIRED, A MIXTURE WITH A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI IS REQUIRED.
- LEVELING PAD MATERIAL SHALL BE PLACED TO THE LINES AND GRADES SHOWN ON THE CONSTRUCTION DRAWINGS, TO A MINIMUM THICKNESS OF 6 INCHES (150 MM) AND EXTEND LATERALLY A MINIMUM OF 6" (150 MM) IN FRONT AND BEHIND THE KEYSTONE WALL UNIT.
- SOIL LEVELING PAD MATERIALS SHALL BE COMPACTED TO A MINIMUM OF 95 % STANDARD PROCTOR DENSITY PER ASTM D-698 OR 92% MODIFIED PROCTOR DENSITY PER ASTM D1557.
- LEVELING PAD SHALL BE PREPARED TO INSURE FULL CONTACT TO THE BASE SURFACE OF THE CONCRETE UNITS.

GENERAL RETAINING WALL:

- A MINIMUM OF FOUR (4) INCH LOOSE LIFTS AND COMPACTED USING HAND-OPERATED EQUIPMENT TO AT LEAST 95%, BUT NO MORE THAN 100% OF THE MATERIAL'S MAXIMUM STANDARD PROCTOR DRY DENSITY (ASTM D 698).
- ALL BACKFILL PLACED IMMEDIATELY ADJACENT TO THE WALL SHOULD BE FREE-DRAINING GRANULAR MATERIAL HAVING LESS THAN 6% PASSING THE NO. 200 SIEVE, SUCH AS IDOT SECTION 4121 (GRADATION 12a) OR POROUS BACKFILL (GRADATION 29). THE FREE-DRAINING AGGREGATE SHOULD BE ENCAPSULATED IN AN APPROVED GEOTEXTILE FABRIC. INSTALL FILTER FABRIC MATERIAL: "MIRAFI FW402" OR EQUIVALENT. THE GRANULAR FILL SHOULD EXTEND WITHIN 8 INCHES OF FINAL GRADE WHERE IT SHOULD BE CAPPED WITH COMPACTED COHESIVE FILL TO REDUCE INFILTRATION OF SURFACE WATER INTO THE DRAIN SYSTEM.
- DRAINAGE SHALL CONSIST OF PERFORATED PVC (OR APPROVED EQUAL) DRAIN PIPE SLOPED TO PROVIDE POSITIVE GRAVITY DRAINAGE AWAY FROM RETAINING WALL. 4" WEEP HOLES SHALL BE INSTALLED EVERY 25'-0" ON CENTER AND OUTLET AT PROPERTY LINE. SEE PLAN FOR DETAILS.
- THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MEASURES TO PREVENT ANY FROST OR ICE FROM PENETRATING ANY RETAINING WALL BEFORE AND AFTER PLACING OF CONCRETE AND UNTIL SUCH SUBGRADES ARE FULLY PROTECTED BY THE PERMANENT WALL.

KEYSTONE CONCRETE RETAINING WALL UNITS:

KEYSTONE NOTES ADAPTED FROM KEYSTONE COMPAC SPECIFICATION SECTION 028334 (32 32 23) KEYSTONE CONCRETE RETAINING WALL. REFER TO THIS DOCUMENT FOR FURTHER DETAIL

- KEYSTONE CONCRETE UNITS SHALL CONFORM TO THE FOLLOWING ARCHITECTURAL REQUIREMENTS:
 - FACE COLOR – CONCRETE GRAY, UNLESS OTHERWISE SPECIFIED. THE OWNER MAY SPECIFY STANDARD MANUFACTURERS' COLOR.
 - FACE FINISH – SCULPTURED ROCK FACE IN ANGULAR TRI-PLANER CONFIGURATION. OTHER FACE FINISHES WILL NOT BE ALLOWED WITHOUT WRITTEN APPROVAL OF OWNER.
 - BOND CONFIGURATION – RUNNING WITH BONDS NOMINALLY LOCATED AT MIDPOINT VERTICALLY ADJACENT UNITS, IN BOTH STRAIGHT AND CURVED ALIGNMENTS.
 - EXPOSED SURFACES OF UNITS SHALL BE FREE OF CHIPS, CRACKS OR OTHER IMPERFECTIONS WHEN VIEWED FROM A DISTANCE OF 10 FEET (3 M) UNDER DIFFUSED LIGHTING.
- KEYSTONE CONCRETE MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF ASTM C1372 – STANDARD SPECIFICATIONS FOR SEGMENTAL RETAINING WALL UNITS.
- KEYSTONE CONCRETE UNITS SHALL CONFORM TO THE FOLLOWING STRUCTURAL AND GEOMETRIC REQUIREMENTS MEASURED IN ACCORDANCE WITH ASTM C140 SAMPLING AND TESTING CONCRETE MASONRY UNITS:
 - COMPRESSIVE STRENGTH: 3000 PSI (21 MPA);
 - ABSORPTION: 8 % (6% IN NORTHERN STATES) FOR STANDARD WEIGHT AGGREGATES;
 - DIMENSIONAL TOLERANCES: ± 1/8" (3 MM) FROM NOMINAL UNIT DIMENSIONS NOT INCLUDING ROUGH SPLIT FACE, ±1/16" (1.5 MM) UNIT HEIGHT – TOP AND BOTTOM PLANES;
 - UNIT SIZE: 8" (203 MM) (H) X 18" (457 MM)(W) X 12" (304 MM)(D) MINIMUM;
 - UNIT WEIGHT: 75-LBS/UNIT (35 KG/UNIT) MINIMUM FOR STANDARD WEIGHT AGGREGATES.
- KEYSTONE CONCRETE UNITS SHALL CONFORM TO THE FOLLOWING PERFORMANCE TESTING:
 - INTER-UNIT SHEAR STRENGTH IN ACCORDANCE WITH ASTM D6916 (NCMA SRWU-2): 600-PLF (8 KN/M) MINIMUM AT 2-PSI (13 KPA) NORMAL PRESSURE;
 - GEOGRID/UNIT PEAK CONNECTION STRENGTH IN ACCORDANCE WITH ASTM D6638 (NCMA SRWU-1): 500-PLF (7 KN/M) MINIMUM AT 2-PSI (13 KPA) NORMAL FORCE.
- KEYSTONE CONCRETE UNITS SHALL CONFORM TO THE FOLLOWING CONSTRUCTABILITY REQUIREMENTS:
 - VERTICAL SETBACK: 1/8" (3 MM) ± PER COURSE (NEAR VERTICAL) OR 1" (25 MM) + PER COURSE PER THE DESIGN;
 - ALIGNMENT AND GRID POSITIONING MECHANISM – FIBERGLASS PINS, TWO PER UNIT MINIMUM;
 - MAXIMUM HORIZONTAL GAP BETWEEN ERECTED UNITS SHALL BE 1/2 INCH (13 MM).

SHEAR CONNECTORS:

- SHEAR CONNECTORS SHALL BE 1/2-INCH (12 MM) DIAMETER THERMOSET ISOPHTHALIC POLYESTER RESIN-PULTRUDED FIBERGLASS REINFORCEMENT RODS TO PROVIDE CONNECTION BETWEEN VERTICALLY AND HORIZONTALLY ADJACENT UNITS WITH THE FOLLOWING REQUIREMENTS:
 - FLEXURAL STRENGTH IN ACCORDANCE WITH ASTM D4476: 128,000 PSI (882 MPA) MINIMUM;
 - SHORT BEAM SHEAR IN ACCORDANCE WITH ASTM D4475: 6,400 PSI (44 MPA) MINIMUM.
- SHEAR CONNECTORS SHALL BE CAPABLE OF HOLDING THE GEOGRID IN THE PROPER DESIGN POSITION DURING GRID PRE-TENSIONING AND BACKFILLING.

ABBREVIATIONS:

- O.C. = ON CENTER
- T&B = TOP & BOTTOM
- MIN = MINIMUM
- TYP = TYPICAL

REINFORCED BACKFILL:

- REINFORCED BACKFILL SHALL BE FREE OF DEBRIS AND MEET THE FOLLOWING GRADATION TESTED IN ACCORDANCE WITH ASTM D-422:

SIEVE SIZE	PERCENT PASSING
2 INCH (50 MM)	100
3/4-INCH (19 MM)	100_75
NO. 40 (425UM)	0_60
NO. 200 (75UM)	0_35

PLASTICITY INDEX (PI) <15 AND LIQUID LIMIT <40 PER ASTM D-4318.

- THE MAXIMUM AGGREGATE SIZE SHALL BE LIMITED TO 3/4 INCH (19 MM) UNLESS FIELD TESTS HAVE BEEN PERFORMED TO EVALUATE POTENTIAL STRENGTH REDUCTIONS TO THE GEOGRID DESIGN DUE TO DAMAGE DURING CONSTRUCTION.
- MATERIAL CAN BE SITE-EXCAVATED SOILS WHERE THE ABOVE REQUIREMENTS CAN BE MET. UNSUITABLE SOILS FOR BACKFILL (HIGH PLASTIC CLAYS OR ORGANIC SOILS) SHALL NOT BE USED IN THE BACKFILL OR IN THE REINFORCED SOIL MASS.
- CONTRACTOR SHALL SUBMIT REINFORCED FILL SAMPLE AND LABORATORY TEST RESULTS TO THE ARCHITECT/ENGINEER FOR APPROVAL PRIOR TO THE USE OF ANY PROPOSED REINFORCED FILL MATERIAL.

GEOGRID SOIL REINFORCEMENT:

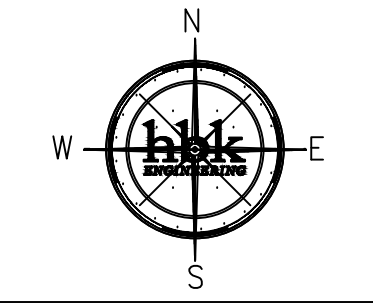
- GEOSYNTHETIC REINFORCEMENT SHALL CONSIST OF GEOGRIDS MANUFACTURED SPECIFICALLY FOR SOIL REINFORCEMENT APPLICATIONS AND SHALL BE MANUFACTURED FROM HIGH TENACITY POLYESTER YARN OR HIGH DENSITY POLYETHYLENE. POLYESTER GEOGRID SHALL BE KNITTED FROM HIGH TENACITY POLYESTER FILAMENT YARN WITH A MOLECULAR WEIGHT EXCEEDING 25,000 G/M AND A CARBOXYL END GROUP VALUES LESS THAN 30. POLYESTER GEOGRID SHALL BE COATED WITH AN IMPREGNATED PVC COATING THAT RESISTS PEELING, CRACKING, AND STRIPPING.
- THE MAXIMUM DESIGN TENSILE LOAD OF THE GEOGRID SHALL NOT EXCEED THE LABORATORY TESTED ULTIMATE STRENGTH OF THE GEOGRID/FACING UNIT CONNECTION DIVIDED BY A FACTOR OF SAFETY OF 1.5. THE CONNECTION STRENGTH TESTING AND COMPUTATION PROCEDURES SHALL BE IN ACCORDANCE WITH ASTM D6638 CONNECTION STRENGTH BETWEEN GEOSYNTHETIC REINFORCEMENT AND SEGMENTAL CONCRETE UNITS (NCMA SRWU-1).
- SOIL INTERACTION COEFFICIENT, CI: CI VALUES SHALL BE DETERMINED PER ASTM D6706 (GRI:GG5) AT A MAXIMUM 0.75-INCH (19 MM) DISPLACEMENT.
- MANUFACTURING QUALITY CONTROL
THE GEOGRID MANUFACTURER SHALL HAVE A MANUFACTURING QUALITY CONTROL PROGRAM THAT INCLUDES QC TESTING BY AN INDEPENDENT LABORATORY.
THE QC TESTING SHALL INCLUDE:
TENSILE STRENGTH TESTING
MELT FLOW INDEX (HDPE)
MOLECULAR WEIGHT (POLYESTER)

DEMOLITION NOTES:

- ALL ITEMS SHOWN TO BE REMOVED OR DEMOLISHED SHALL BE DISPOSED OF LEGALLY OFFSITE UNLESS OTHERWISE NOTED. ANY EXISTING ITEM DEEMED REUSABLE BY THE OWNER'S REPRESENTATIVE SHALL BE RETURNED TO THE OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FEES OR CHARGES ASSOCIATED WITH THE DISPOSING OF MATERIALS. DISPOSAL OF MATERIALS SHALL COMPLY WITH ALL STATE AND LOCAL REGULATIONS.
- CONTRACTOR TO PROVIDE TEMPORARY SUPPORT AND PROTECTION OF AREA SURROUNDING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO HOMES, PAVEMENT, LIGHTS, TREES, FENCES, ADJACENT UTILITIES, ETC.
- CONTRACTOR IS REQUIRED TO RECEIVE WRITTEN AUTHORIZATION FROM THE OWNER'S REPRESENTATIVE PRIOR TO REMOVAL OF ANY ITEMS/STRUCTURES NOT DESIGNATED TO BE REMOVED OR DEMOLISHED.
- CONTRACTOR SHALL USE CONSTRUCTION LAY DOWN AREA PROVIDED ON THE SITE PLAN.
- ALL DRIVEWAYS, SIDEWALKS, ROADWAYS MUST BE ACCESSIBLE THROUGHOUT CONSTRUCTION.
- ALL EROSION CONTROL TO BE DETERMINED BY THE CONTRACTOR AND MUST ENSURE THAT SEDIMENT DOES NOT LEAVE THE SITE.
- ALL LANDSCAPING, INCLUDING TREES, SHRUBS, BUSHES, AND GRASS NOT CALLED OUT TO BE REMOVED ON THE DRAWINGS SHALL BE REPLACED WHERE DAMAGED DURING CONSTRUCTION. WHERE TREES, BUSHES, AND SHRUBS CANNOT BE OR ARE NOT PROTECTED, OR ARE OTHERWISE DESTROYED BY THE CONTRACTOR, THE VEGETATION SHALL BE REPLACED WITH NEW PLANTINGS OF THE SAME VARIETY AT NO ADDITIONAL COST TO THE OWNER.

KEYSTONE SYSTEM NOTES:

- THE KEYSTONE RETAINING WALL SYSTEM SHALL BE INSTALLED STRICTLY FOLLOWING THE KEYSTONE WALL SYSTEM DESIGN RESOURCE MANUALS PROVIDED BY THE MANUFACTURER.
- KEYSTONE IS A PROPRIETARY SYSTEM. THIS WALL WAS DESIGNED IN COMPLIANCE WITH THE KEYSTONE DESIGN MANUAL USING KEYSTONE'S "KEYWALL" SOFTWARE.



PROJECT NUMBER:
15-1088

PROJECT:
RETAINING WALL REPLACEMENT

ENGINEER:
hbk ENGINEERING
HBK ENGINEERING, LLC
509 S. GILBERT ST.
IOWA CITY, IA 52240
PHONE: (319) 338-7557
FAX: (319) 358-2937
IOWA DEPARTMENT OF LABOR REGISTRATION NO. 00527328
WWW.HBKENGINEERING.COM

OWNER:
COLE KG (254) WEST BRANCH IA, LLC 620 S. DOWNEY ST WEST BRANCH, IA 52358

CONTRACTOR:
TO BE DETERMINED

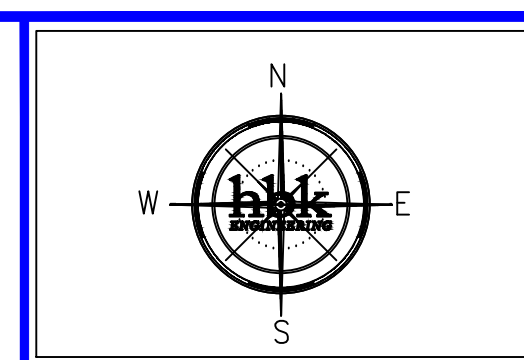
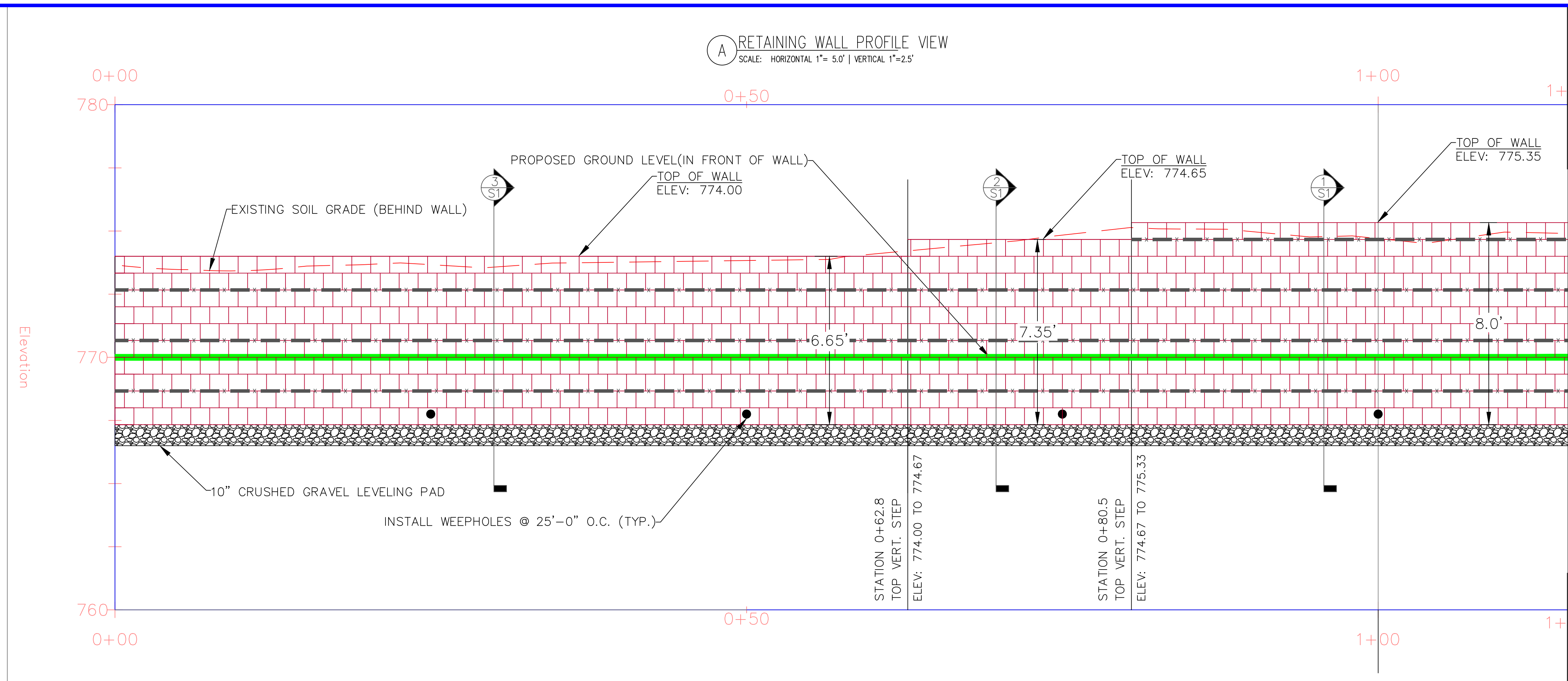
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DATE CREATED: **1/22/16**

DRAWING LOG			
DATE	ISSUED FOR	DB	CB
	DESIGN	TK	SM

PROJECT MANAGER:
RAD

SHEET:
C2

- LEGEND**
- 770— MAJOR CONTOUR LINE
 - MINOR CONTOUR LINE
 - x-x- GEOGRID REINFORCEMENT
 - - - - EXISTING CONTOUR LINE
 - PROPOSED GROUND LEVEL
 - ▨ GEOGRID REINFORCEMENT
 - ▩ LIMITS OF EXCAVATION
 - ▧ FACE OF KEYSTONE WALL
 - ▨ PARKING LOT
 - ▨ LEVELING PAD (CONCRETE OR AGGREGATE)
 - ▨ TOP OF KEYSTONE WALL
 - ▨ EXISTING BUILDING



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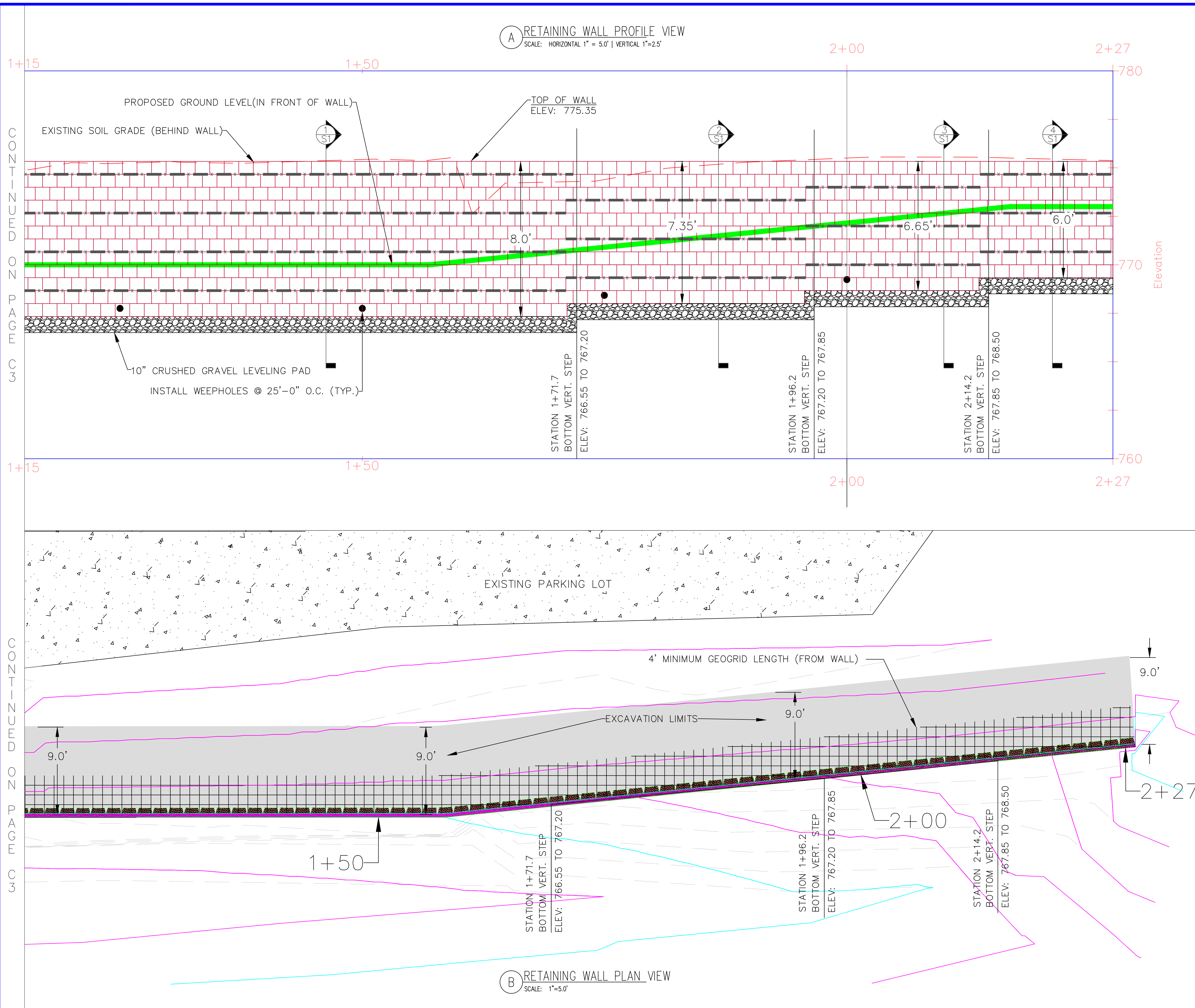
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DRAWING LOG

DATE	ISSUED FOR	DB	CB
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PROJECT MANAGER:
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SHEET:
C3



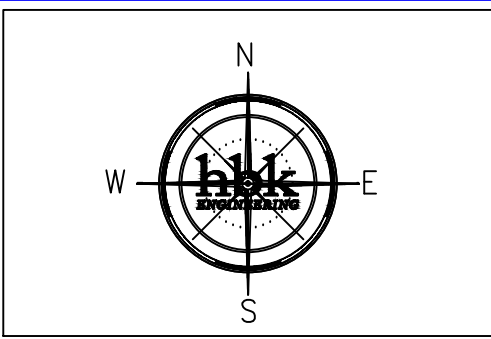
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CONTINUED ON PAGE C3

(A) RETAINING WALL PROFILE VIEW
SCALE: HORIZONTAL 1" = 5.0' | VERTICAL 1" = 2.5'

(B) RETAINING WALL PLAN VIEW
SCALE: 1" = 5.0'

- LEGEND**
- 770 — MAJOR CONTOUR LINE
 - MINOR CONTOUR LINE
 - x - x - GEOGRID REINFORCEMENT
 - - - - - EXISTING CONTOUR LINE
 - █ PROPOSED GROUND LEVEL
 - ▒ GEOGRID REINFORCEMENT
 - █ LIMITS OF EXCAVATION
 - ▒ FACE OF KEYSTONE WALL
 - ▒ PARKING LOT
 - ▒ LEVELING PAD (CONCRETE OR AGGREGATE)
 - █ TOP OF KEYSTONE WALL
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WEST BRANCH, IA
52358**

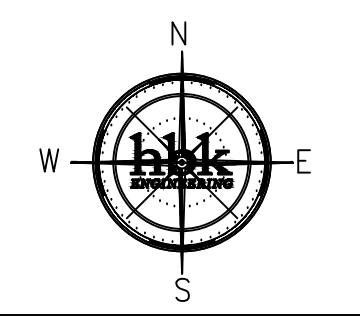
CONTRACTOR:
TO BE DETERMINED

FOLDER NAME: **151088**
DATE CREATED: **1/22/16**

DRAWING LOG			
DATE	ISSUED FOR	DB	CB
	DESIGN	TK	SM

PROJECT MANAGER:
RAD

SHEET:
C4



PROJECT NUMBER:
15-1088

PROJECT:
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HBK ENGINEERING, LLC
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IOWA CITY, IA 52240
PHONE: (319) 338-7557
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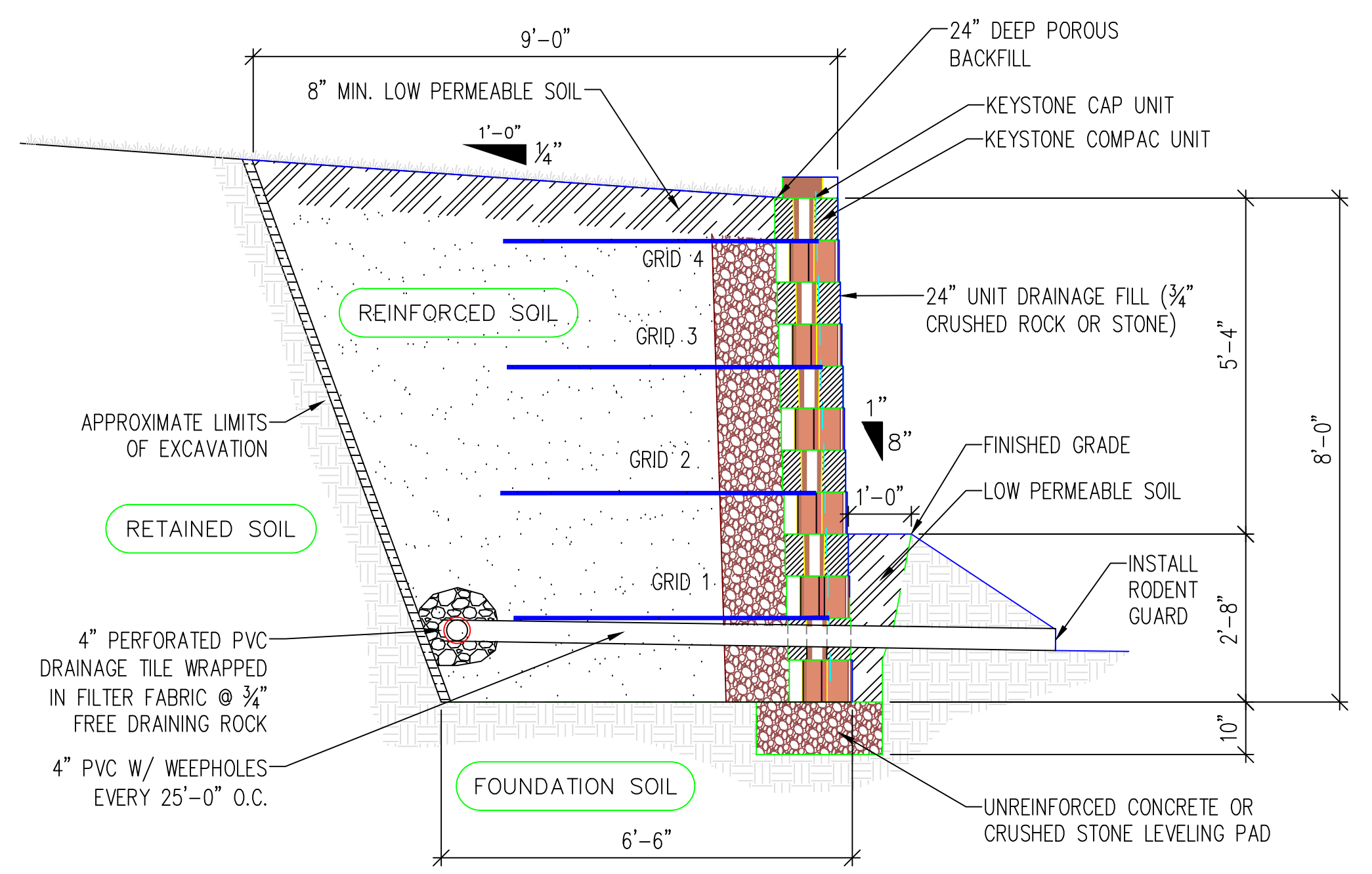
OWNER:
COLE KG (254) WEST BRANCH IA, LLC
620 S. DOWNEY ST
WEST BRANCH, IA 52358

CONTRACTOR:
TO BE DETERMINED

FOLDER NAME: **151088**
DATE CREATED: **1/22/16**

DRAWING LOG				
DATE	ISSUED FOR	DB	CB	
	DESIGN			TK SM

PROJECT MANAGER:
RAD
SHEET:
S1

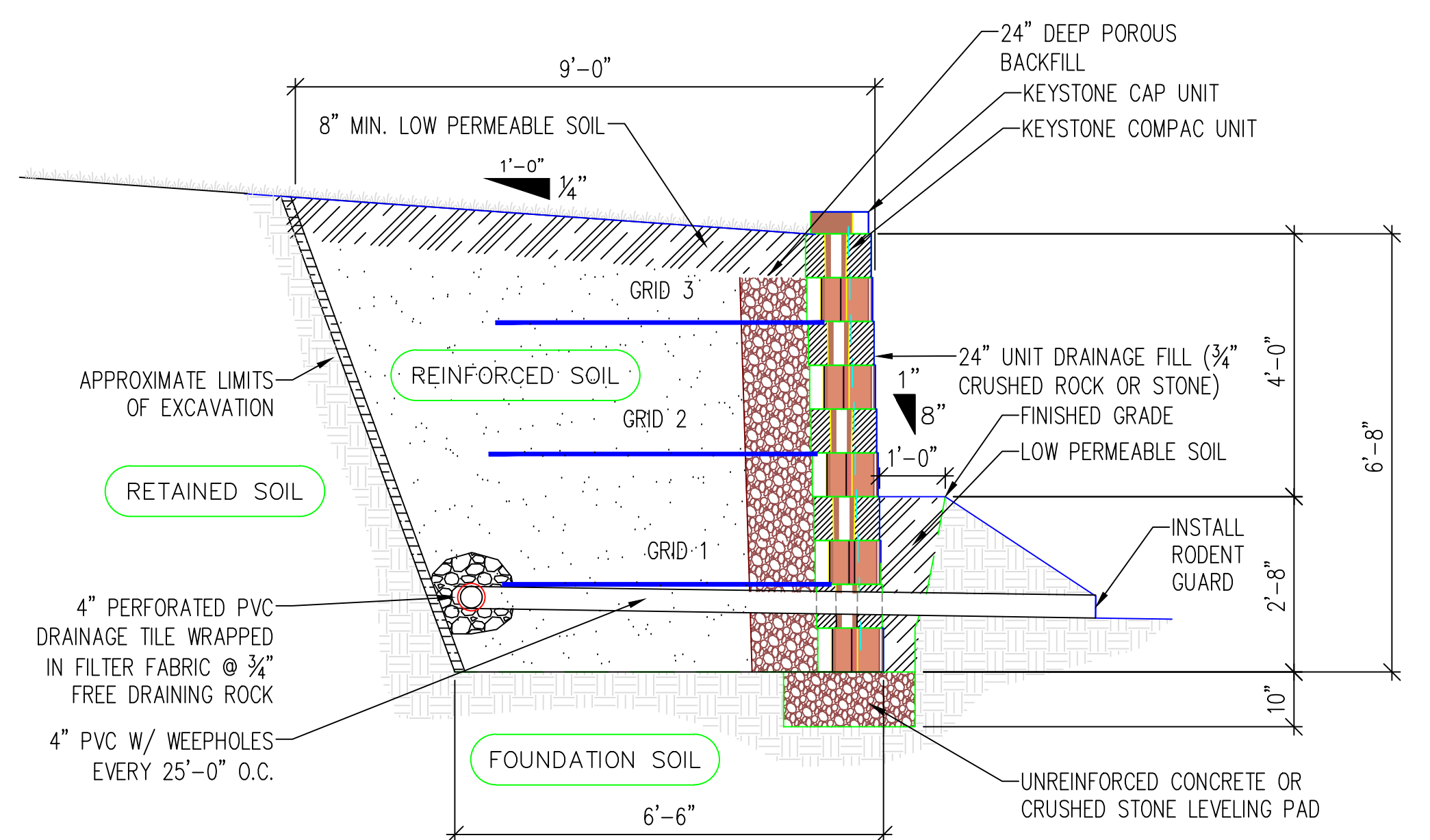


GRID DIMENSIONS			
GRID #	HEIGHT*	DEPTH	GEOGRID PRODUCT
1	1.33 Ft	4.50 Ft	MIRAFIX 3XT GEOGRIDS
2	3.33 Ft	4.50 Ft	MIRAFIX 3XT GEOGRIDS
3	5.33 Ft	4.50 Ft	MIRAFIX 3XT GEOGRIDS
4	7.33 Ft	5.00 Ft	MIRAFIX 3XT GEOGRIDS

*MEASURED FROM T/LEVELING PAD ELEV.

- NOTE:
1. WRAP DRAINAGE TILE IN 3/4" AGGREGATE AND FILTER FABRIC WITH DRAINAGE COMPOSITE OR AGGREGATE BACK DRAIN SYSTEM
 2. CONTRACTOR RESPONSIBLE FOR EXCAVATION PROTECTION
 3. GEOGRID PRODUCT: MIRAFIX 3XT GEOGRIDS OR APPROVED EQUAL
 4. COMPAC UNIT - 8V:1H BATTER

① 8'-0" REINFORCED WALL SECTION
SCALE: 1/2"=1'-0"

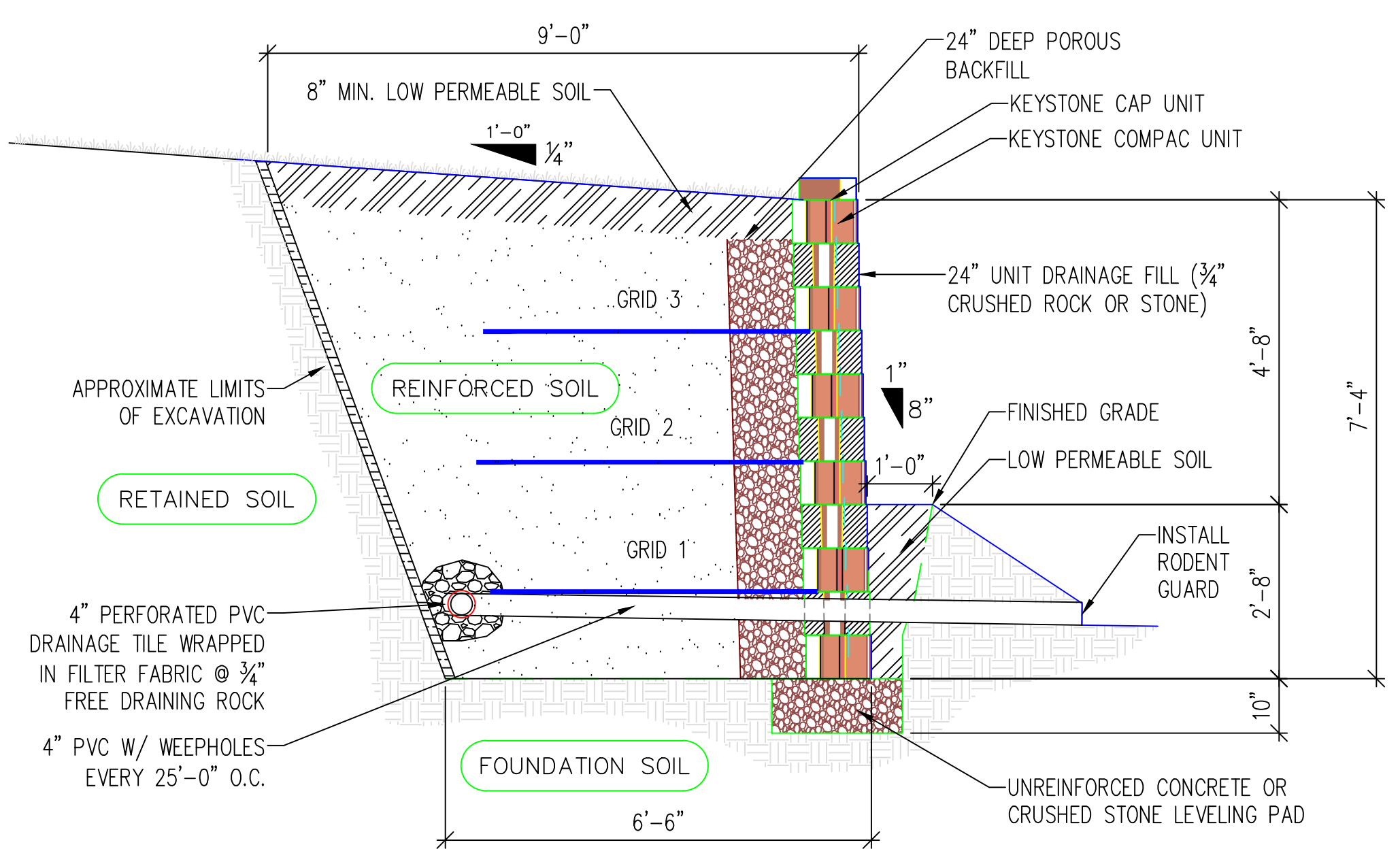


GRID DIMENSIONS			
GRID #	HEIGHT*	DEPTH	GEOGRID PRODUCT
1	1.33 Ft	4.00 Ft	MIRAFIX 3XT GEOGRIDS
2	3.33 Ft	4.00 Ft	MIRAFIX 3XT GEOGRIDS
3	5.33 Ft	4.50 Ft	MIRAFIX 3XT GEOGRIDS

*MEASURED FROM T/LEVELING PAD ELEV.

- NOTE:
1. WRAP DRAINAGE TILE IN 3/4" AGGREGATE AND FILTER FABRIC WITH DRAINAGE COMPOSITE OR AGGREGATE BACK DRAIN SYSTEM
 2. CONTRACTOR RESPONSIBLE FOR EXCAVATION PROTECTION
 3. GEOGRID PRODUCT: MIRAFIX 3XT GEOGRIDS OR APPROVED EQUAL
 4. COMPAC UNIT - 8V:1H BATTER

③ 6'-8" REINFORCED WALL SECTION
SCALE: 1/2"=1'-0"

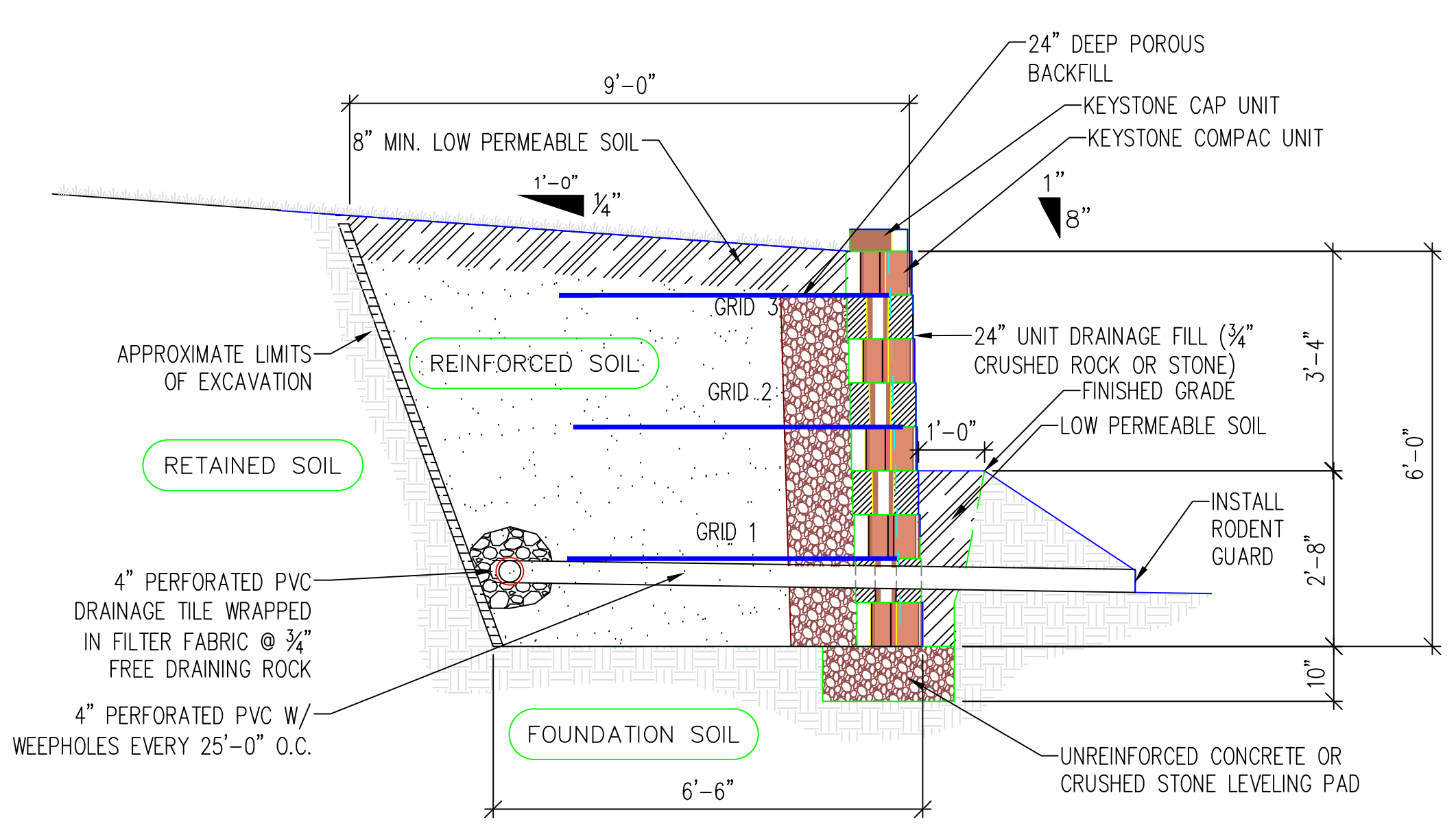


GRID DIMENSIONS			
GRID #	HEIGHT*	DEPTH	GEOGRID PRODUCT
1	1.33 Ft	4.50 Ft	MIRAFIX 3XT GEOGRIDS
2	3.33 Ft	4.50 Ft	MIRAFIX 3XT GEOGRIDS
3	5.33 Ft	5.00 Ft	MIRAFIX 3XT GEOGRIDS

*MEASURED FROM T/LEVELING PAD ELEV.

- NOTE:
1. WRAP DRAINAGE TILE IN 3/4" AGGREGATE AND FILTER FABRIC WITH DRAINAGE COMPOSITE OR AGGREGATE BACK DRAIN SYSTEM
 2. CONTRACTOR RESPONSIBLE FOR EXCAVATION PROTECTION
 3. GEOGRID PRODUCT: MIRAFIX 3XT GEOGRIDS OR APPROVED EQUAL
 4. COMPAC UNIT - 8V:1H BATTER

② 7'-4" REINFORCED WALL SECTION
SCALE: 1/2"=1'-0"

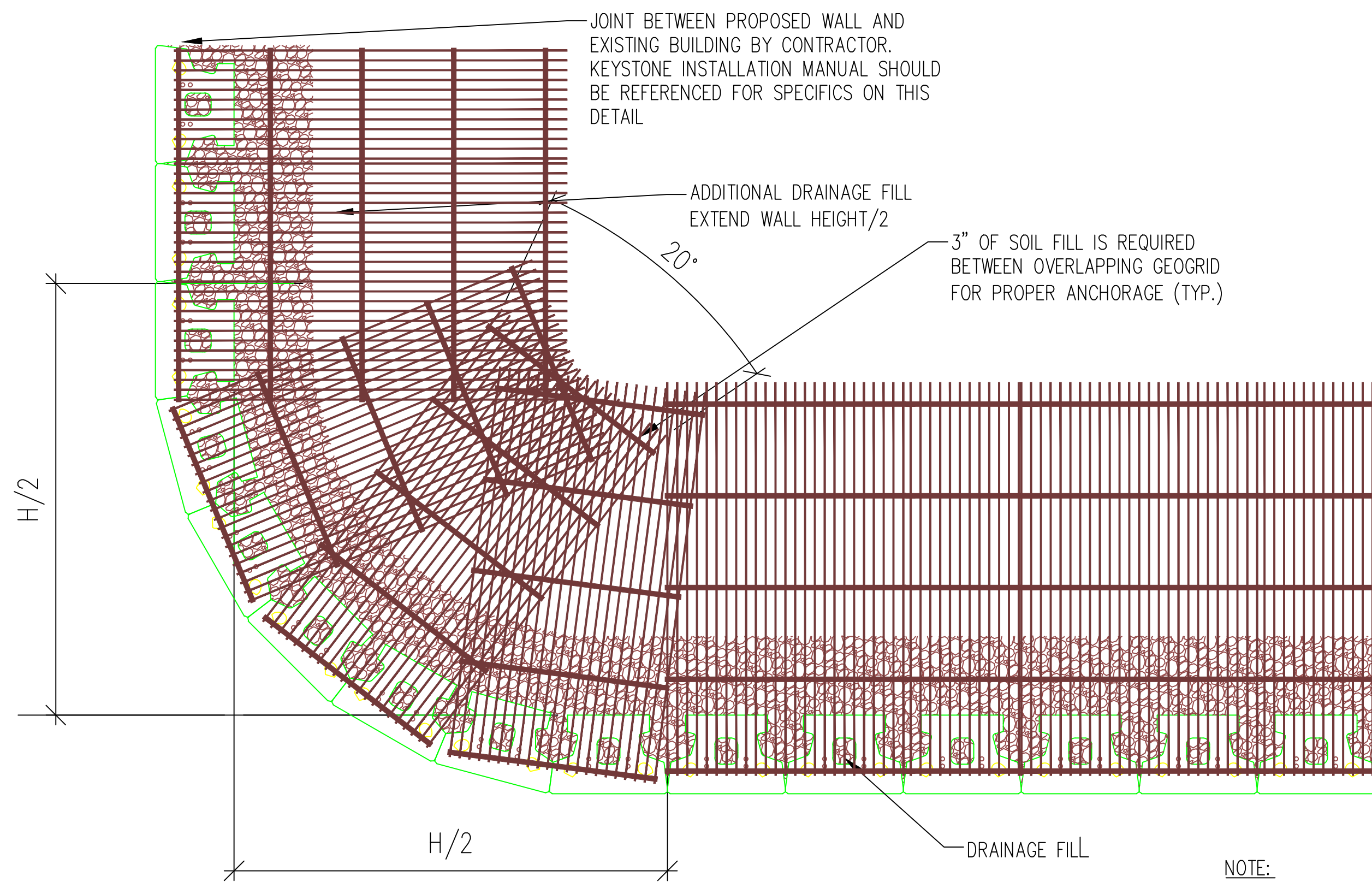


GRID DIMENSIONS			
GRID #	HEIGHT*	DEPTH	GEOGRID PRODUCT
1	1.33 Ft	4.00 Ft	MIRAFIX 3XT GEOGRIDS
2	3.33 Ft	4.00 Ft	MIRAFIX 3XT GEOGRIDS
3	5.33 Ft	4.50 Ft	MIRAFIX 3XT GEOGRIDS

*MEASURED FROM T/LEVELING PAD ELEV.

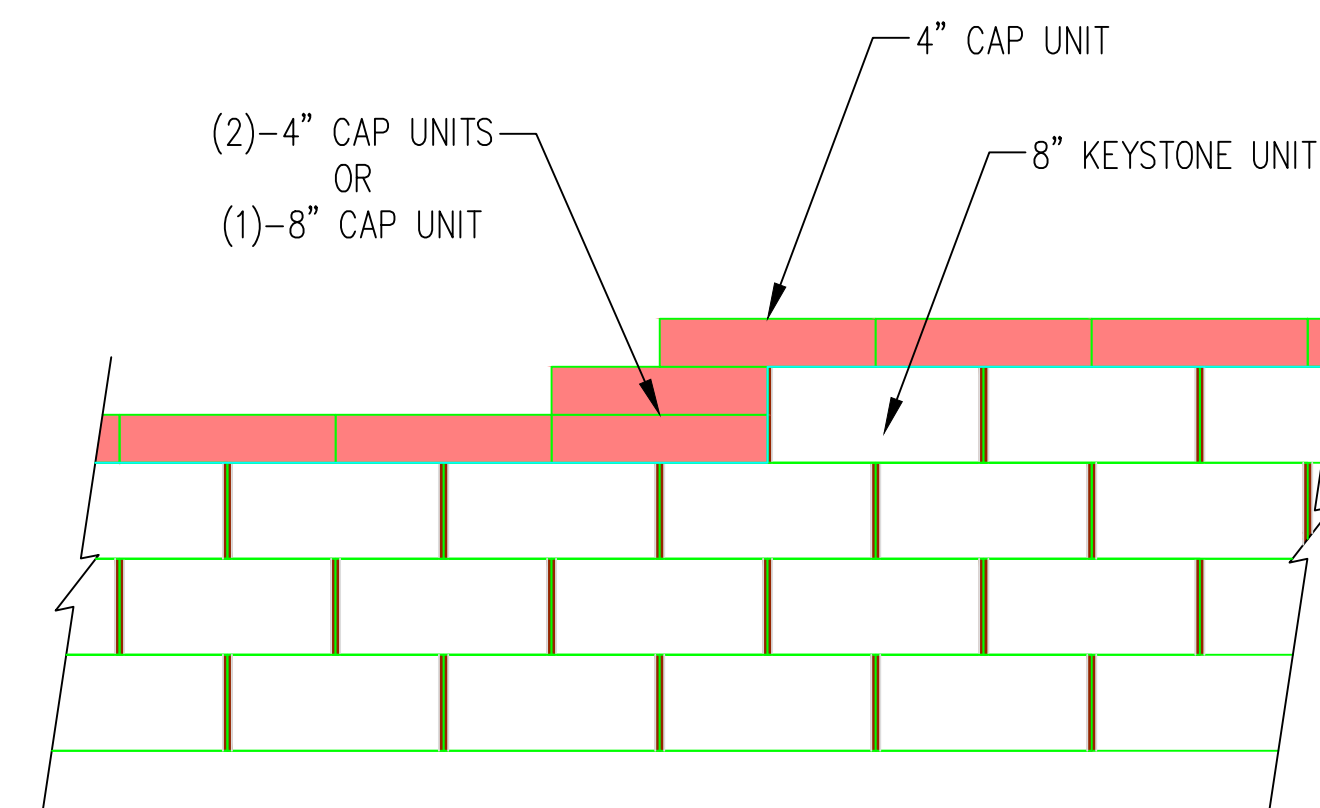
- NOTE:
1. WRAP DRAINAGE TILE IN 3/4" AGGREGATE AND FILTER FABRIC WITH DRAINAGE COMPOSITE OR AGGREGATE BACK DRAIN SYSTEM
 2. CONTRACTOR RESPONSIBLE FOR EXCAVATION PROTECTION
 3. GEOGRID PRODUCT: MIRAFIX 3XT GEOGRIDS OR APPROVED EQUAL
 4. COMPAC UNIT - 8V:1H BATTER

④ 6'-0" REINFORCED WALL SECTION
SCALE: 1/2"=1'-0"



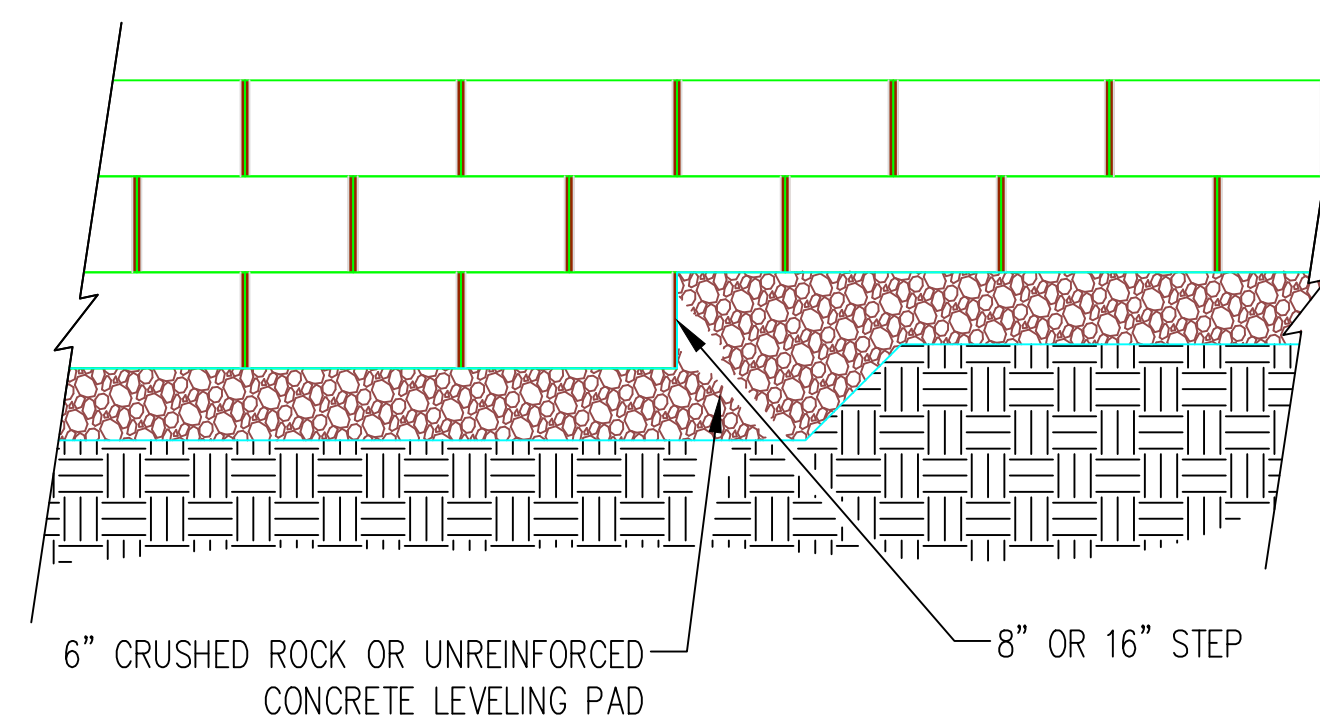
1 GEOGRID INSTALLATION AT CORNERS (PLAN VIEW)
SCALE: 3/4"=1'-0"

NOTE:
1. CHECK WITH MANUFACTURER SPECIFICATIONS ON CORRECT DIRECTION OF ORIENTATION FOR GEOGRID TO OBTAIN PROPER STRENGTH.



NOTE:
1. SECURE ALL CAP UNITS WITH KEYSTONE KAPSEAL OR APPROVED EQUAL

3 TOP OF WALL STEP DETAIL
SCALE: 3/4"=1'-0"



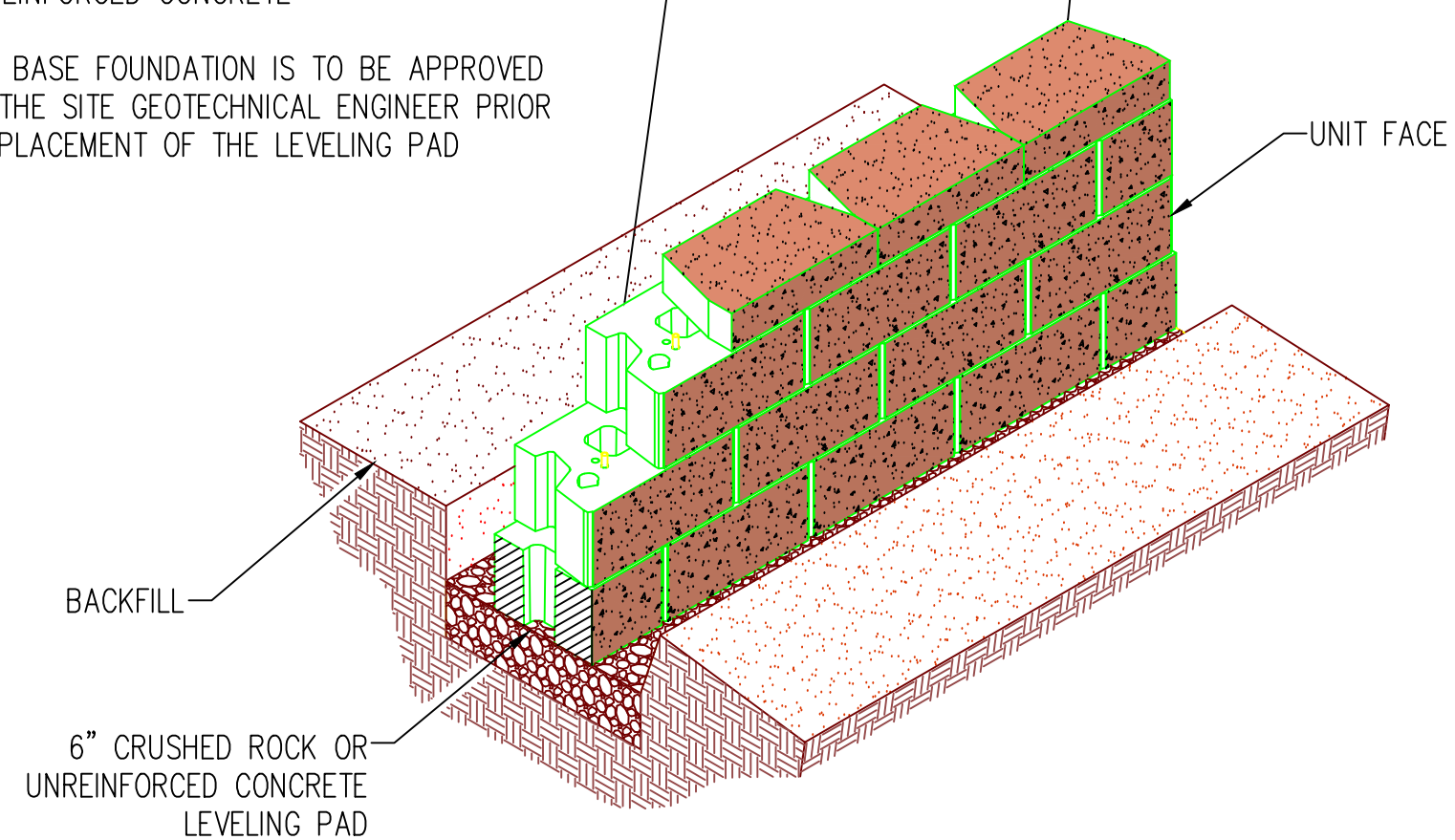
NOTE:
1. THE LEVELING PAD IS TO BE CONSTRUCTED OF CRUSHED STONE OR 2500 PSI± UNREINFORCED CONCRETE.

4 BOTTOM OF WALL STEP DETAIL
SCALE: 3/4"=1'-0"

BASE LEVELING PAD NOTES:

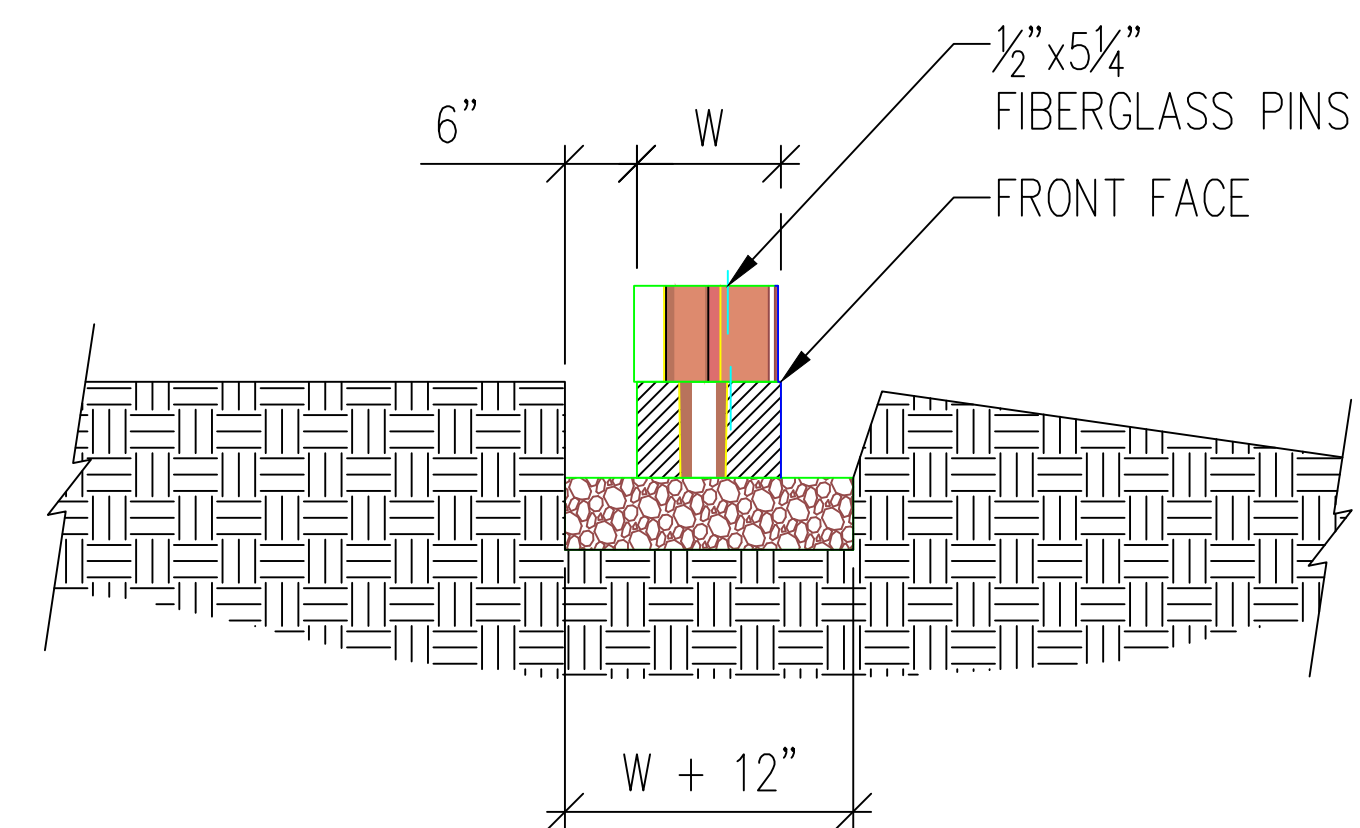
1. THE LEVELING PAD IS TO BE CONSTRUCTED OF CRUSHED STONE OR 2,500 PSI± UNREINFORCED CONCRETE
2. THE BASE FOUNDATION IS TO BE APPROVED BY THE SITE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF THE LEVELING PAD

COMPAC UNIT		CAP UNIT	
WIDTH	18"	WIDTH	18"
DEPTH	12"	*DEPTH	10 1/2"
HEIGHT	8"	HEIGHT	4"
WEIGHT	90 LBS	*WEIGHT	50 LBS

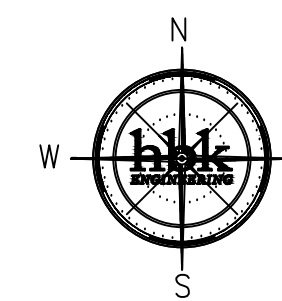


*DIMENSIONS & WEIGHT MAY VARY BY REGION

2 WALL DETAIL
SCALE: 3/4"=1'-0"



5 LEVELING PAD DETAIL
SCALE: 3/4"=1'-0"



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52358

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PROJECT MANAGER:

RAD

SHEET:

52