

City of West Branch

~ A Heritage for Success ~

110 N. Poplar St. • P.O. Box 218 • West Branch, Iowa 52358
Ph. 319-643-5888 • Fax 319-643-2305 • www.westbranchiowa.org • wbcity@lcom.net

CITY COUNCIL MEETING AGENDA
Tuesday, September 6, 2011 • 7:00 p.m.
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

1. Call to order
2. Roll call
3. Welcome
4. Approve Agenda/Consent Agenda/Move to action
 - a. Approve minutes from the August 15, 2011 City Council Meeting.
 - b. Approve claims.
 - c. Approve Street Closure of Oliphant Street from Northside Dr. to Orange Street for a Block Party on Saturday October 1, 2011 from noon-midnight.
 - d. Approve Agreement for Mutual Aid Fire Protection in and Surrounding Johnson, County, Iowa April 2011.
5. Communications/Open Forum
6. Public, Department Heads, Commissions, City Administrator and City Council
 - a. Public hearing on proposed plans, specifications, estimate of cost and form of contract for the construction of the North Downey Resurfacing Project and for the taking of bids therefor.
 - b. Approve Resolution 953, approving the plans, specifications, estimate of cost and form of contract; ordering bids; setting a date for the receiving of said bids; and directing published notice of the bid letting; all for the North Downey Resurfacing Project./Move to action.
 - c. Motion to amend Ordinance 684 to remove language pertaining to the No Parking Zone on the west side of Oliphant Street./Move to action.
 - d. Second Reading of Ordinance 684, amending Chapter 69 "Parking Regulations" to designate the east side of Oliphant Street from the intersection with Orange Street extending north 125 feet as a No Parking Zone./Move to action.
 - e. Approve the repair of the pump and fittings in well #5 in the amount of \$8175./Move to action.
7. Mayor
 - a. Appointments/Reappointments/Move to action.
 - i. Tim Shields – Parks & Recreation Commission
8. Reports
 - a. City Administrator Matt Muckler – Public Works Director Recruitment
 - b. City Engineer Dave Schechinger – Crack Sealing of City Streets
9. Adjourn

Mayor: Don Kessler • **Council Members:** Mark Worrell, David Johnson, Robert Sexton, Jim Oaks, Dan O'Neil
City Administrator/Clerk: Matt Muckler • **Deputy City Clerk:** Dawn Brandt • **Library Director:** Nick Shimmin
Parks & Recreation Director: Melissa Russell • **Police Chief:** Mike Horihan • **Fire Chief:** Kevin Stoolman

(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

**August 15, 2011
7:00 p.m.**

Mayor Don Kessler opened the West Branch City Council meeting by welcoming the audience and the following City staff: City Administrator Matt Muckler, City Attorney Kevin Olson, Administrative Assistant Ashley Borland-Kaalberg, Library Director Nick Shimmin, Fire Chief Kevin Stoolman, Fire Chief Administrator Dick Stoolman and Park and Recreation Director Melissa Russell. Council members: Mark Worrell, David Johnson, Robert Sexton, Dan O'Neil and Jim Oaks.

APPROVE AGENDA/CONSENT AGENDA

- a) Approve minutes from the August 1, 2011 City Council Meeting.
- b) Approve claims.
- c) Approve moving the Monday September 5, 2011 City Council Meeting to Tuesday, September 6, 2011, due to Labor Day Holiday.
- d) Approve Change Order Request 5 for the West Branch Fire Station Expansion Project for \$1,934 for additional roof material.
- e) Approve Street Closure of the 200 Block of North 5th Street for a Block Party on Saturday September 10, 2011 from 5:00-8:00 p.m.
- f) Approve payment of \$16,824.50 to Garling Construction for payment of August bills per the City of West Branch Fire Station New Addition – New Roof Agreement.

Motion by Johnson, second by O'Neil to approve consent agenda. AYES: Johnson, O'Neil, Worrell, Sexton, Oaks. Motion carried.

DATE	CITY OF WEST BRANCH CLAIMS REGISTER REPORT	
8/15/2011	ADVANCED DRAINAGE SYSTEM	STREETS - SUPPLIES 6,933.56
	AERO RENTAL	COMM & CULTURAL DEV 162.00
	AESSEAL INC.	WATER - SUPPLIES 205.18
	ALLIANT ENERGY	VARIOUS DEPTS - UTILITIES 7,412.27
		WATER - UTILITIES 46.58
	ALLMED	FIRE - SUPPLIES 45.96
	AMAZON	LIBRARY - SUPPLIES 11.73
	ANDERSON, CHRISTY	LIBRARY - SUMMER READING 75.00
	BAKER & TAYLOR BOOKS	LIBRARY - BOOKS 1,731.48
		LIBRARY - BOOKS 520.40
	BARRON MOTOR SUPPLY	FIRE/STREETS - SUPPLIES 134.90
	BDC BUILDING PLAN REVIEW	ADMIN - BUILDING INSPECT 235.20
	BOOKLIST	LIBRARY - SUBSCRIPTION 109.95
	CAMPOS, CHARLES	REFUND FOR GARBAGE TAGS 13.75
	CEDAR COUNTY AUDITOR	POLICE/FIRE - FY12 DISAS 2,783.75
		SOLID WASTE - FY12 ASSES 7,962.10
		FIRE - FY12 DISASTER SER 2,783.75
	CEDAR COUNTY COOPERATIVE	STREETS - CONTRACT FUEL 534.30
		FIRE - CONTRACT FUEL TANKS 534.30
	CEDAR RAPIDS PHOTO COPY	LIBRARY - SERVICE 47.04
		LIBRARY - SERVICE 50.40
	CENTURION TECHNOLOGIES	LIBRARY - FY12 ANNUAL 50.00
	CHRIS JONES TRUCKING	STREETS - HAULING ROADSTONE 235.04
		STREETS - TRUCKING 567.37
	COOK, JEREMY	WATER - CREDIT REFUND 57.24
	CREATIVE SOFTWARE SERVICE	ADMIN - COMPUTER CONSULT 192.50
		ADMIN - COMPUTER CONSULT 223.60
		ADMIN - COMPUTER CONSULT 65.28
	CROELL REDI-MIX INC	WATER - 1ST STREET PATCH 380.00
		STREETS - FILL SAND 34.00
	CULLIGAN WATER TECHNOLOGY	FIRE - SERVICE 32.95

DEWEYS JACK & JILL	LIBRARY/SEWER/PARK & REC	169.33
	PARK & REC/LIBRARY/WATER	169.10
DIAMOND VOGEL PAINTS	STREETS - TRAFFIC PAINT	726.65
ED.M.FELD EQUIPMENT CO.	FIRE - SERVICE	600.00
	FIRE - SUPPLIES	595.00
	FIRE - SUPPLIES	204.00
FEDERAL LICENSING INC	POLICE - FCC RULE BOOK	119.00
FLEET SERVICES	POLICE - FUEL	136.40
FUNNY FACE DESIGNS BY LORI	ADMIN - HOOVERS HOMETOWN	675.00
	ADMIN - HOOVERS HTDAYS	56.25
GARLING CONSTRUCTION INC	CAPITAL PROJECTS - FIRE	109,098.95
GENERAL PEST CONTROL	LIBRARY - SERVICE	70.00
GOODALE, MATTHEW	WATER - REIMBURSEMENT	110.00
GREATAMERICA LEASING	ADMIN -COPIER SERVICE CONT	252.06
HACH COMPANY	WATER - SUPPLIES	287.39
HANSEN ASPHALT	WATER - MAIN STREET REPAIR	2,200.00
HANSEN, TRENT	FIRE - REIMBURSEMENT	55.90
HARRY'S CUSTOM TROPHIES	PARK & REC - SUPPLIES	99.00
HOSPERS & BROTHER PRINTER	FIRE - SUPPLIES	203.98
HY-VEE ACCOUNTS REC	PARK & REC - SUPPLIES	183.12
INTERNATIONAL INST	ADMIN - DUES	210.00
IOWA ALCOHOLIC BEVERAGES	ADMIN - WB FIREFIGHTER'S	25.00
IOWA ASSN. MUN. UTIL.	WATER - TRAINING	30.00
IOWA BUSINESS SUPPLY	ADMIN - OFFICE SUPPLIES	16.10
	ADMIN - OFFICE SUPPLIES	11.97
	ADMIN - OFFICE SUPPLIES	30.38
	ADMIN - OFFICE SUPPLIES	38.77
	PARK & REC - OFFICE SUPPLIES	111.95
IOWA DEPT OF PUBLIC SAFETY	POLICE - FY12 MESSENGER	1,200.00
IOWA DNR	WATER - OPERATOR CERTIFICATE	80.00
	SEWER - NPDES PERMIT	210.00
IOWA INSURANCE DIVISION	CEMETERY - FY11 ANNUAL	35.00
IOWA NETWORK SERVICES	ADMIN - SERVICE	26.99
IOWA ONE CALL	WATER/SEWER - SERVICE	39.60
JETCO INC.	WATER - SERVICE	528.20
JOHN DEERE FINANCIAL	SEWER - SUPPLIES	188.94
JOHNSON COUNTY E-911	ADMIN/WATER - CODERED	1,000.00
JOHNSON COUNTY REFUSE INC	RECYCLING - JULY	3,534.00
KENT, TYLER	WATER - CREDIT REFUND	76.25
KINGDOM GRAPHICS	COMMUNITY & CULTURAL DEV	328.00
	PARK & REC - SUMMER CAMP	380.00
	LIBRARY - REIMBURSEMENT	46.64
KNOCHE, REBECCA	ADMIN - SERVICE	994.42
KUEHL'S LANDSCAPES LLC	STREETS - PREMIX	367.50
L. L. PELLING CO. INC	LIBRARY - SERVICE	59.00
LEASE CONSULTANTS CORP	COMM & CULTURAL DEV -	120.82
LENOCH & CILEK	VARIOUS DEPTS - PHONE	1,070.64
LIBERTY COMMUNICATIONS	STREETS - UTILITIES	102.00
LINN COUNTY R.E.C.	WATER - REPAIR WATER MAIN	7,219.99
LYNCH'S EXCAVATING INC	LIFT STATION - CAP PROJECY	600.00
	WATER - WATER MAIN REPAIR	959.00
	WATER - WATER MAIN REPAIR	1,817.00
LYNCH'S PLUMBING	ADMIN - SERVICE	34.95
MEDIACOM	PARK & REC/ADMIN	211.61
MENARDS	STREETS - SUPPLIES	33.54
	FIRE - SERVICE	65.00
MOORE'S WELDING INC	ADMIN - CLEANING	120.00
NASH, ANN	LEGAL - LEGAL SERVICES	1,250.00
OLSON, ATTY KEVIN		26,764.71
PAYROLL 8-5-11		
PEDEN, SHANELLE	CABLE - VIDEOTAPING	100.00
	CABLE - VIDEOTAPING	100.00
PITNEY BOWES GLOBAL	LIBRARY - SERVICE CONT	106.77
PITNEY BOWES PURCHASE	WATER/ADMIN - POSTAGE	500.00
PLATO ELECTRIC	SEWER - SERVICE	120.00
	TOWN HALL - SERVICE	283.56
PLUMBERS SUPPLY CO.	WATER - SUPPLIES	.64
PLUNKETT'S PEST CONTROL	ADMIN - SERVICE	45.76
PORT 'O' JONNY INC.	COMMUNITY & CULTURAL DEV	1,200.00
	CEMETERY - SERVICE	80.00
PYRAMID SERVICES INC.	CEMETERY - WEED TRIMMER	318.00
QC ANALYTICAL SERVICES	SEWER - CONFERENCE/TRAINING	125.00
	SEWER - TESTING	630.00
RIVER PRODUCTS CO.	STREETS - ROADSTONE	1,291.99

ROWRAY, RICKIE	ADMIN - HOOVERS HT DAYS	300.00
RUMMELLS FARMS INC.	WATER/SEWER - EASEMENT	489.00
RUNGE, GEOFF	WATER - CREDIT REFUND	45.68
RUSSELL, MELISSA	ADMIN - REIMBURSEMENT	46.01
S & S FLATWORK L.L.C.	WATER - MAIN ST & DOWNEY	4,711.00
	STREETS - SERVICE	10,570.55
SCHIMBERG CO	WATER - DOWNEY & MAIN	4,811.22
SHIMMIN, NICK	LIBRARY - REIMBURSEMENT	89.91
SIMPLEXGRINNELL	LIBRARY - SUPPLIES	434.00
	LIBRARY - SUPPLIES	300.00
SOUTHEAST POWER SYSTEMS	FIRE - PARTS FOR TRUCK	2,631.34
SPRINGDALE AGENCY	STREETS/POLICE/CEMETERY	2,363.00
SULZNER, ELLEN	TOWN HALL - CLEANING	175.00
SWEAT, ALBERTA	REFUND FOR BLDG PERMIT	23.50
THE IOWA CHILDREN'S MUSEUM	PARK & REC - FIELD TRIP	160.00
THE LIBRARY STORE INC	LIBRARY - CD BINDER	91.25
TIPTON ELECTRIC MOTORS	FIRE - SERVICE/SUPPLIES	71.43
TOYNES IA. FIRE TRK.SERV	FIRE - SUPPLIES	90.07
	FIRE - SUPPLIES	41.16
TYLER TECHNOLOGIES	ADMIN - SOFTWARE SUB	2,854.60
UPS	SEWER - SHIPPING	22.80
	SEWER - SHIPPING	45.60
	SEWER - SHIPPING	22.80
	SEWER - SHIPPING	22.70
US CELLULAR	VARIOUS DEPTS - PHONE	271.05
	POLICE - PHONE SERVICE	197.59
	FIRE - PHONE SERVICE	37.03
USA BLUE BOOK	WATER - SUPPLIES	306.56
	WATER - SUPPLIES	68.16
VEENSTRA & KIMM INC.	LIFT STATION - CAP PROJ	2,930.00
	LIFT STATION - CAP PROJE	2,930.00
	WATER - WATER TOWER REPAIR	400.00
	WATER - WATER TOWER REPAIR	163.10
WALMART COMMUNITY/GEMB	LIBRARY - SUPPLIES	493.62
WATER SOLUTIONS	WATER - SUPPLIES	1,838.00
WENNDT, JOE	FIRE - TRAINING	250.00
WEST BRANCH ANIMAL CLINIC	ANIMAL CONTROL - SERVICE	198.00
WEST BRANCH FIREFIGHTERS	FIRE - FY11 PAYROLL DUES	680.00
WEST BRANCH HEATING	LIBRARY - SERVICE	106.00
WEST BRANCH REPAIRS	STREETS - REPAIR SEAL	92.00
WEST BRANCH TIMES	LEGAL/COMM & CULTURAL	1,052.36
	LIBRARY - ADVERTISEMENT	67.50
WINDSTAR LINES INC	PARK & REC - DAYCAMP BUS	489.50
	GRAND TOTALS	248,005.49

FUND TOTALS

001	GENERAL FUND	54,940.76
022	CIVIC CENTER	747.49
031	LIBRARY	9,018.83
036	TORT LIABILITY	2,363.00
110	ROAD USE TAX	22,355.30
111	POLICE RECOVERY ACT GRANT	57.49
112	TRUST AND AGENCY	2,660.31
303	FIRE CAPITAL PROJECT ADDITION	109,098.95
304	WASTEWATER LIFT STATION PROJECT	6,460.00
600	WATER FUND	33,459.85
610	SEWER FUND	6,843.51
	****	248,005.49

The Clerk reported the following receipts for the month of July 2011:

Water, Sewer, Recycling	\$	54,997.34	Cedar Co. Property Tax	\$	11,509.39
Water Utility Deposits	\$	200.00	Johnson Co. Prop. Tax	\$	-
			Road Use Tax	\$	18,044.09
Town Hall Rent	\$	40.00	Fines	\$	492.91
Misc.	\$	462.50	Twp. Fire Contract	\$	-
Library	\$	412.46	Building Permits	\$	-
Donations	\$	500.00	Fire Station Loan Proceeds	\$	107,968.45
Interest	\$	319.95	Krouth Fund Interest	\$	0.03

Investments Interest	\$	468.57	M. Gray Savings Interest	\$	-
Cable fees	\$	-	Cemetery Perp. Care Int.	\$	0.04
Cigarette Permits	\$	-	MV Fuel Tax Refund	\$	232.68
Cat & Dog Registrations	\$	25.00	NPS Plowing Contract	\$	-
Beer & Liquor Lic. Fees	\$	-	Grave Openings	\$	-
Park & Rec. Activities	\$	130.00	Cemetery Lots	\$	-
SUBTOTAL	\$	<u>57,555.82</u>	SUBTOTAL	\$	<u>138,247.59</u>
			TOTAL	\$	<u>195,803.41</u>

The Clerk reported the following balances on hand for the month of July 2011:
(Balances =Financial Statement Report Bank Balance + Investments)

Funds	Bank Balance	Investments	Total
001 General	\$ 154,659.32	\$ 207,758.17	\$ 362,417.49
011 Police Donations	\$ 8,203.54	\$ -	\$ 8,203.54
014 Fire Dept. Donations	\$ 44,552.02	\$ -	\$ 44,552.02
018 Park Donations	\$ 5,388.71	\$ -	\$ 5,388.71
022 Civic Center	\$ 31,089.56	\$ -	\$ 31,089.56
031 Library Operating	\$ (3,422.38)	\$ 16,314.23	\$ 12,891.85
036 Tort Liability	\$ (8,364.52)	\$ -	\$ (8,364.52)
050 Home Town Days	\$ 11,473.28	\$ -	\$ 11,473.28
110 Road Use Tax	\$ 140,742.06	\$ 29,971.55	\$ 170,713.61
111 Police Recovery Act Grant	\$ (5,915.53)	\$ -	\$ (5,915.53)
112 Trust & Agency	\$ 24,305.63	\$ -	\$ 24,305.63
119 Emergency Tax Fund	\$ 61,007.36	\$ -	\$ 61,007.36
121 Local Option Tax	\$ -	\$ -	\$ -
125 TIF	\$ 20,378.79	\$ -	\$ 20,378.79
160 Economic Develop.	\$ -	\$ -	\$ -
200 Debt Service	\$ 1,354.33	\$ -	\$ 1,354.33
226 SRF Debt Service	\$ 35,657.70	\$ -	\$ 35,657.70
300 Capital Improvement	\$ -	\$ -	\$ -
303 Fire Capital Project Addition	\$ -	\$ -	\$ -
500 Cemetery Perpetual	\$ 10,155.84	\$ 88,000.00	\$ 98,155.84
501 Krouth Fund Principal	\$ -	\$ 101,793.50	\$ 101,793.50
502 Krouth Enlow Int. Fund	\$ 8,502.16	\$ 16,054.12	\$ 24,556.28
600 Water Operating	\$ 247,734.38	\$ 124,394.45	\$ 372,128.83
603 Water Sinking Fund	\$ 7,354.14	\$ -	\$ 7,354.14
610 Sewer Operating	\$ 179,725.65	\$ 76,947.99	\$ 256,673.64
TOTAL	\$ 974,582.04	\$ 661,234.01	\$ 1,635,816.05

COMMUNICATIONS/OPEN FORUM

Mary Beth Stevenson updated on a watershed grant that was submitted on August 8, 2011 requesting \$186,000 over the next 5 years for various community projects. The grant awards should be announced in October.

PUBLIC, DEPARTMENT HEADS, COMMISSIONS, CITY ADMINISTRATOR AND CITY COUNCIL
Approve Subdivider’s Agreement on Meadows Subdivision Phase Two between the City of West Branch, IA and KLM Investment, L.L.C./Move to action.

Muckler updated Council on recommendations from Planning and Zoning. Council discussed phase two and possible uses for the outlot.

Motion by Worrell to approve subdivider’s agreement with three revisions recommended by Planning and Zoning, second by O’Neil. Roll call vote – AYES: Worrell, O’Neil, Johnson, Sexton, Oaks. Motion carried.

Approve a variance on street grades in Meadows Subdivision Preliminary Plat Phase Two per 170.15.8.A and 170.22 of the City of West Branch Code of Ordinances./Move to action.

Motion by Sexton, second by Worrell to approve variance on street grades. Roll call vote – AYES: Sexton, Worrell, O’Neil, Oaks. NAYS: Johnson. Motion carried.

Approve a variance on the street right-of-way widths in Meadows Subdivision Preliminary Plat Phase Two per 170.15.5.D(2) and 170.22 of the City of West Branch Code of Ordinances./Move to action.

Motion by Worrell, second by Sexton to approve variance on street right-of-way widths. Roll call vote – AYES: Worrell, Sexton, Johnson, O’Neil, Oaks. Motion carried.

Approve Meadows Subdivision Preliminary Plat Phase Two, pursuant to the execution of the Subdivider’s Agreement for the Meadows Subdivision Phase Two between the City of West Branch and KLM Investment, L.L.C./Move to action.

Motion by O’Neil, second by Sexton to approve Preliminary Plat Phase Two. Roll call vote – AYES: O’Neil, Sexton, Worrell, Johnson, Oaks. Johnson. Motion carried.

Third Reading of Ordinance 683, amending Chapter 6 “City Elections.”/Move to action.

Motion by O’Neil, second by Sexton to approve third reading of Ordinance 683. AYES: O’Neil, Sexton, Worrell, Johnson, Oaks. Motion carried.

Approve Resolution 951, for the purchase agreement for Wapsi View Park located near the intersection of 2nd Street and Green Street in West Branch, Iowa for the amount of \$70,000./Move to action.

Motion by Johnson, second by Worrell to approve resolution 951. Roll call vote – AYES: Johnson, Worrell, Sexton, O’Neil, Oaks. Motion carried.

Set a public hearing per Section 384.38(3a) of the Code of Iowa for the purpose of proposed plans, specifications, form of contract and estimate of cost for the construction of the North Downey Street Project and for the taking of bids therefor./Move to action.

Public hearing will be set for September 6, 2011. Motion by Worrell, second by Sexton to set public hearing. Roll call vote – AYES: Worrell, Sexton, Johnson, O’Neil, Oaks. Motion carried.

First Reading of Ordinance 684, amending Chapter 69 “Parking Regulations” to designate both sides of Oliphant Street from the intersection with Orange Street extending north 125 feet as a No Parking Zone./Move to action.

Motion by Johnson, second by Sexton to approve first reading of Ordinance 684. Roll call vote – AYES: Johnson, Sexton, Worrell, O’Neil, Oaks. Motion carried.

Accept the resignation of Arlyn Verlo as Director of Cable Access./Move to action.

City Administrator Matt Muckler thanked Verlo for his service to the City. Motion by O’Neil, second by Johnson to accept resignation. Roll call vote – AYES: O’Neil, Johnson, Worrell, Sexton, Oaks. Motion carried.

MAYOR DON KESSLER

Appointments/Reappointments

None

REPORTS

City Administrator Matt Muckler – Council Annual Goal Setting Session, September 1, 2011

Goal Setting Session will allow evaluation of previous goals and the opportunity to set new goals.

City Administrator Matt Muckler – Iowa League of Cities 2011 Annual Conference & Exhibit

Muckler gave Council a verbal invitation to attend Iowa League of Cities Conference.

City Administrator Matt Muckler – City Council Election Update

City Council Election packets will be available through Dawn Brandt, Deputy City Clerk.

ADJOURNMENT

Meeting adjourned by Mayor Kessler. City Council meeting adjourned at 7:48 p.m.

Don Kessler, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

DATE 8/22/2011

CITY OF WEST BRANCH
CLAIMS REGISTER REPORT

BLUE CROSS BLUE SHIELD	HEALTH INS.	5,121.68
	DENTAL INS.	355.90
	LIFE INS.	45.80
	DENTAL INS	57.84
	HEALTH INS	470.37
BORLAND-KAALBERG, ASHLEY	ACH PAYROLL EXPENSE	585.16
BOWERS, MATTHEW	ACH PAYROLL EXPENSE	171.01
BP AMOCO	VARIOUS DEPTS - FUEL	2,011.35
BRANDT, DAWN	ACH PAYROLL EXPENSE	1,194.73
BRICK, GERRY	ACH PAYROLL EXPENSE	136.09
CEDAR COUNTY AUDITOR	POLICE/FIRE - FY12 DIST SERV	5,567.50
	SOLID WASTE - FY12 ASSESSMENT	7,962.10
GARLING CONSTRUCTION INC	CAPITAL PROJECTS - FIRE	16,824.50
GOODALE, MATTHEW	ACH PAYROLL EXPENSE	1,356.38
GRIMM, JOHN	PAYROLL EXPENSE	491.13
HANNA, JOHN	ACH PAYROLL EXPENSE	1,427.03
INTERNAL REVENUE SERVICE	FEDERAL W/H	1,935.53
	FICA-MED.CAR	2,087.96
	FICA-MED.CAR	582.20
IOWA ONE CALL	WATER/SEWER - SERVICE	32.40
IPERS	IPERS	2,252.49
	IPERS	659.24
KARR, DANIEL	PAYROLL EXPENSE	1,099.26
MARTIN, KIMBERLY	ACH PAYROLL EXPENSE	307.98
MOSS, TIMOTHY	ACH PAYROLL EXPENSE	1,197.86
MUCKLER, MATTHEW	ACH PAYROLL EXPENSE	1,902.51
NIABI ZOO	PARK & REC - SUMMER CAMP	168.00
O'NEIL, PAUL	ACH PAYROLL EXPENSE	1,197.75
OFFICE DEPOT CREDIT PLAN	ADMIN/WATER - SUPPLIES	37.15
PENCE, EDWIN	EARNEST MONEY FOR PURCHASE	500.00
PFEIFER, JAMES	WATER - CREDIT REFUND	52.48
RUSSELL, MELISSA	ACH PAYROLL EXPENSE	1,164.53
	PARK & REC - REIMBURSEMENT	44.49
SHIMMIN, NICHOLAS	ACH PAYROLL EXPENSE	1,039.46
SPRINT	POLICE - SERVICE	179.97
STENDER, GRANT	ACH PAYROLL EXPENSE	210.48
STEWART, THOMAS	ACH PAYROLL EXPENSE	1,168.00
TREAS. STATE OF IOWA	STATE WTH.	892.00
TREAS. STATE OF IOWA	IOWA SALES TAX - JULY	2,122.00
TREAS. STATE OF IOWA	IOWA SALES TAX - JUNE	328.31
WALLICK, CLAUDIA	ACH PAYROLL EXPENSE	220.42
WARGO, BARBARA	ACH PAYROLL EXPENSE	72.07

GRAND TOTALS

65,233.11

FUND TOTALS		
001	GENERAL FUND	27,690.39
031	LIBRARY	2,143.09
110	ROAD USE TAX	791.74
112	TRUST AND AGENCY	6,096.15
303	FIRE CAPITAL PROJECT ADDITION	16,824.50
600	WATER FUND	6,719.40
610	SEWER FUND	4,967.84
	****	65,233.11

**AGREEMENT FOR MUTUAL AID FIRE PROTECTION
IN AND SURROUNDING JOHNSON COUNTY, IOWA
APRIL 2011**

THIS AGREEMENT is made pursuant to Chapter 28E, Code of Iowa, between any and all of the following: City of Coralville, Iowa; City of Hills, Iowa; City of Iowa City, Iowa; City of Lisbon, City of Lone Tree, Iowa; City of North Liberty, Iowa; City of Oxford, Iowa; City of Riverside, Iowa; City of Shueyville, Iowa; City of Solon, Iowa; City of Swisher, Iowa; City of Tiffin, Iowa; City of University Heights, Iowa; Wellman Volunteer Fire Department, City of West Branch, Iowa; Fremont, Lincoln and Pleasant Valley Fire Association; Tiffin Fire Association; Jefferson-Monroe Fire Department, Inc.; Kalona Volunteer Fire Department; Tri-Township Fire Department; Iowa, Highland, Jackson, Liberty, and Sharon Townships; and City of West Liberty Fire Department.

WHEREAS, the fire departments or fire districts of all the undersigned parties are members of the Johnson County Mutual Aid Association; and

WHEREAS, a stated purpose of the Association is to provide mutual aid in fire protection, fire prevention, hazardous material releases, emergency medical service, and rescue; and

WHEREAS, occasions may arise whereby extra alarm fires or other emergencies would exhaust the available firefighting equipment maintained by one of the parties herein; and

WHEREAS, in such a situation the availability of additional firefighting personnel and equipment from outside sources might well avert disastrous results; and

WHEREAS, Chapter 28E, Code of Iowa, provides that powers, privileges, or authority exercised by a public agency of this state may be exercised jointly with any other public agency of this state having such powers, privilege, and authority; and

WHEREAS, the parties hereto are desirous of entering into a 28E agreement to render fire and emergency assistance upon a reciprocal basis.

THEREFORE, THE PARTIES HERETO mutually agree to give fire and emergency assistance when needed on a reciprocal basis under the following terms and conditions:

SECTION I. AUTHORITY TO RESPOND TO PROVIDE ASSISTANCE

The power to make a request for assistance or to provide aid under this agreement shall reside in the member department fire chief or his official designee only. For purposes of this agreement, the "requesting department" shall mean the fire chief or designee asking for assistance and the "responding department" shall mean the fire chief or designee sending assistance. Any member department shall have the right to request assistance from any other member department or

departments, subject to the terms and conditions of this agreement. For the purpose of this agreement, the terms “member department” and “member” shall mean the fire department of the respective parties hereto.

SECTION II. SITUATION WHERE ASSISTANCE IS REQUESTED

Utilizing the Johnson County Mutual Aid Box Alarm System (MABAS), automatic aid agreement, or by special request, a member department may request assistance from another member department only when the requesting department has concluded that such assistance is essential to protect life and/or property at a location afforded fire protection, fire prevention, hazardous material releases, emergency medical service, and technical rescue service by the requesting department.

SECTION III. RESPONSE TO REQUEST

Upon request, a responding department, upon determination that an emergency situation exists and subject to the availability of personnel and equipment, shall dispatch personnel and equipment to aid the requesting department.

SECTION IV. PERSONNEL AND EQUIPMENT PROVIDED

The requesting department shall include in its request for assistance the amount and type of equipment and number of personnel required, and shall specify the location where the personnel and equipment are needed.

The final decision on the number and the amount and type of equipment to be sent shall be solely that of the responding department. The responding party shall be absolved from liability in connection with all acts associated herewith provided that the final decision is made with reasonable diligence.

No member department shall make any claim whatsoever against another member department for refusal to send the requested equipment or personnel where such refusal is based on the judgment of the responding department that such personnel and equipment are needed to protect the district of the responding department.

The responding department holds all responsibility for training structural firefighters to the minimum requirements, as stated in the Iowa Code. The responding department will make the incident commander aware of any firefighters that responded that do not meet the minimum standard, as stated in the Iowa Code.

SECTION V. COMMAND AT FIRE SCENE

In accordance with the National Incident Management System (NIMS), the responding department personnel and equipment shall report to the incident commander of the requesting department who shall be in charge at the incident location unless he/she specifically relinquishes this authority to another officer. The incident commander shall have the power to issue reasonable orders and directives, and responding officers will then act on said orders.

The responding department personnel and equipment shall be released by the requesting department when the services of the responding department are no longer required or when the responding department personnel and/or equipment are needed in their home districts.

Responding district personnel and equipment may withdraw from the requesting district upon giving notice to the command officer at the incident location that they are needed in their home district.

It is understood that the purpose of this section is to maintain order at the incident scene and shall not be construed to establish an employer/employee relationship.

SECTION VI. NO REIMBURSEMENT FOR COSTS

No member department shall be required to reimburse any other member department for the cost of providing the services set forth in this agreement. Each member department shall pay its own costs (salaries, repairs, materials, compensation) for responding to the requests of other member departments. However, the requesting department shall provide without charge, such additional fuel as may be required by the responding department to carry on the combined efforts after its initial fuel supply is depleted, plus sufficient fuel to fill their fuel tanks before they return to their home district. Further, the requesting department shall reimburse the responding department(s) for the cost of special materials, such as but not limited to, foam or other special materials, specifically requested by the requesting department and which are provided by the responding department and utilized at the site of assistance.

SECTION VII. LIABILITY

Employees of any member department acting pursuant to this agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment with their member department. Under no circumstances are they to be considered employees of any other jurisdiction, but rather shall be considered to be employees of their member department.

Each party hereto shall bear the liability and/or cost of damage to its member department's equipment and the death of or injury to its member department's personnel, whether the death, injury or damage occurs at an incident in the member's own fire protection area, or in a fire protection area where the firefighter is working as a member of a responding department. Each

party shall provide appropriate and reasonable insurance for its member department's personnel who may suffer injury, disability, or death and/or are involved in loss or damage to private property, and/or death of or injury to private individuals in the performance of official duties while assisting another member department under the terms of this agreement and shall supply proof of such reasonable insurance to the other parties hereto by providing a certificate thereof.

Each party hereto shall be responsible for defending against claims made against it or its member department or personnel and arising from its participation in this agreement. The parties hereto shall not be obligated by this agreement to defend against claims made against other parties hereto, or against the member departments or personnel of said parties.

SECTION VIII. TOWNSHIP AGREEMENTS

The cities and independent fire districts which are parties hereto and which have fire protection agreements with each other wherein the independent fire district is a public safety provider for the respective city agree to maintain such agreements in force, and to provide copies of same to the other parties upon request, thereby making them part of this agreement, and by promptly notifying in writing the other parties of any amendment, renewal, or termination of such agreements. In the event such an agreement lapses, there shall be no further obligation by the other parties hereto to respond to a request for assistance within the fire protection area covered by such lapsed agreement.

SECTION IX. TERM OF AGREEMENT

This agreement shall be in full force and effect upon execution by all parties hereto and the filing and recording thereof as provided in Section 12. The agreement shall have a term of three (3) years from the date of execution and thereafter shall continue in effect from year to year. The agreement may be amended by agreement of all parties. Any party may withdraw from the agreement by giving thirty (30) days written notice to each of the other parties hereto by certified mail, in which case said notifying party shall be deleted from further operation of the agreement.

SECTION X. ADMINISTRATION OF AGREEMENT

This agreement shall be administered by the Johnson County Mutual Aid Association, which shall periodically review said agreement and attempt to resolve any problems which may arise in carrying out said agreement.

SECTION XI. NOTICES

Any written notice as required in this agreement shall be sent to the address of the respective parties as shown on the execution portion of this agreement.

SECTION XII. PRIOR FIRE MUTUAL AID AGREEMENTS

This agreement supersedes any and all prior fire mutual aid agreements between and among the parties or their respective member departments.

SECTION XIII. FILING AND RECORDING

Upon execution by all parties hereto, this agreement shall be filed with the Secretary of State and recorded with the Johnson County Recorder.

IN WITNESS THEREOF, the parties hereto have duly executed this agreement effective on the date(s) as shown below.

CITY OF IOWA CITY, IA
Iowa City City Hall
410 E. Washington Street
Iowa City, IA 52240

CITY OF CORALVILLE, IA
Coralville City Hall
1512-7th Street
Coralville, IA 52241

By: _____

By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

JEFFERSON-MONROE FIRE
DEPARTMENT, INC. `
Swisher, IA 52338
(As a Fire Protection Provider for
the City of Swisher, IA, and the
City of Shueyville, IA)

CITY OF SWISHER, IA
Swisher City Hall
Swisher, IA 52338

By: _____

By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

CITY OF SHUEYVILLE, IA
Shueyville Community Bldg.
Rural Route 2
Cedar Rapids, IA 52401

CITY OF UNIVERSITY HEIGHTS, IA
c/o City Clerk
207 Golfview Avenue
Iowa City, IA 52240

By: _____

By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

CITY OF LONE TREE, IA
Lone Tree City Hall
Lone Tree, IA 52755

FREMONT, LINCOLN & PLEASANT
VALLEY FIRE ASSOCIATION
Lone Tree, IA 52755
(As a Fire Protection Provider for the
City of Lone Tree, IA)

By: _____

By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

CITY OF TIFFIN, IA
Tiffin City Hall
Tiffin, IA 52340

TIFFIN FIRE ASSOCIATION
Tiffin, IA 52340
(As a Fire Protection Provider for the
City of Tiffin, IA)

By: _____

By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

CITY OF RIVERSIDE, IA
Riverside City Hall
Riverside, IA 52327

IOWA, HIGHLAND, JACKSON,
LIBERTY, & SHARON TOWNSHIPS
Riverside, IA 52327
(As a Fire Protection Provider for the
City of Riverside, IA)

By: _____
Attest: _____
Date: _____

By: _____
Attest: _____
Date: _____

CITY OF WEST BRANCH, IA
West Branch City Hall
West Branch, IA 52358

KALONA VOLUNTEER FIRE
DEPARTMENT
Kalona, IA 52247

By: _____
Attest: _____
Date: _____

By: _____
Attest: _____
Date: _____

CITY OF NORTH LIBERTY, IA
North Liberty City Hall
North Liberty, IA 52317

CITY OF HILLS, IA
Hills City Hall
Hills, IA 52235

By: _____
Attest: _____
Date: _____

By: _____
Attest: _____
Date: _____

CITY OF SOLON, IA
Solon City Hall
Solon, IA 52333

TRI-TOWNSHIP FIRE DEPARTMENT
Solon, IA 52333

By: _____

By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

CITY OF OXFORD, IA
Oxford City Hall
Oxford, IA 52322

CITY OF WEST LIBERTY, IA
West Liberty City Hall
West Liberty, IA 52776

By: _____

By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

CITY OF LISBON, IA
Lisbon City Hall
Lisbon, IA 52253

WELLMAN VOLUNTEER FIRE DEPT.
95-3rd Street
Wellman, IA 52356

By: _____

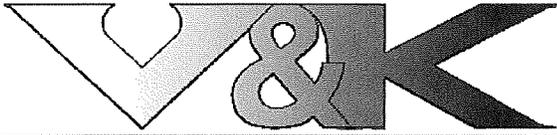
By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____



VEENSTRA & KIMM, INC.

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

August 15, 2011

PROJECT INFORMATION SHEET

**NORTH DOWNEY RESURFACING
WEST BRANCH, IOWA**

OWNER: City of West Branch, Iowa.

PROPOSALS RECEIVED: Until 2:00 P.M., 14th day of September, 2011, by the City Clerk of the City of West Branch, in the office of the City Clerk, 110 North Poplar Street, West Branch, Iowa.

DESCRIPTION OF PROJECT:

The nature and extent of the improvements are as follows:

NORTH DOWNEY RESURFACING

Construct North Downey Resurfacing project including all labor, materials and equipment necessary for approximately 2,344 square yards of 2" mill and 3" HMA resurfacing, 151 tons granular shoulder and pavement markings for 856 linear feet of roadway and miscellaneous associated work.

BID SECURITY: Certified check, cashier's check, certified share draft or bid bond in the amount of five percent (5%) of the bid. Bidders will use the bid bond form included in the specifications.

COMPLETION DATE: Work will commence within ten (10) calendar days after the date set forth within the written Notice to Proceed and the work shall be completed by November 11, 2011.

ENGINEER: VEENSTRA & KIMM, INC., 860 22nd Avenue, Suite 4, Coralville, Iowa 52241.

(over)

PLAN AVAILABILITY: 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, 125 South Dubuque Street, Iowa City, Iowa 52240. Please contact Jill Chambers at 319-354-5950 or jchambers@techiowa.com.

REFUNDABLE DEPOSIT: A refundable deposit of \$30 is required. Please make checks to ***Veenstra & Kimm, Inc.*** Mail said deposit checks to Technigraphics, 125 South Dubuque Street, 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, deposit checks will be returned.

DIRECT QUESTIONS

TO: Dave Schechinger, 319-466-1000

ALL PLANS AND SPECIFICATIONS ARE SENT BY UNITED PARCEL SERVICE. THEREFORE, **PLEASE INCLUDE YOUR STREET ADDRESS WHEN REQUESTING PLANS AND SPECIFICATIONS.** UNITED PARCEL SERVICE WILL NOT DELIVER TO P.O. BOX NUMBERS.

ALSO, PLEASE INCLUDE YOUR TELEPHONE NUMBER AND FAX NUMBER WHEN REQUESTING PLANS AND SPECIFICATIONS.

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
NORTH DOWNEY RESURFACING FOR THE CITY OF WEST BRANCH, IOWA, AND THE
TAKING OF BIDS THEREFOR

Notice is hereby given that the City Council of West Branch, Iowa will meet in the Council Chambers at the City Library, 110 North Poplar Street, West Branch, Iowa, on the 6th day of September, 2011 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 North Downey Resurfacing 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 14th day of September, 2011, for the construction of North Downey Resurfacing 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 September 19th 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:

NORTH DOWNEY RESURFACING

Construct North Downey Resurfacing project including all labor, materials and equipment necessary for approximately 2,344 square yards of 2" mill and 3" HMA resurfacing, 151 tons granular shoulder and pavement markings for 856 linear feet of roadway 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 Administrator of West Branch, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

NHL-1

36853

Notice of Hearing and Letting

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

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

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

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

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

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 two (2) 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 November 11, 2011.

Liquidated damages in the amount of Two Hundred Dollars (\$200.00) per consecutive calendar day will be assessed for each day that work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

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

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

Notice of Hearing and Letting

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.

Notice of Hearing and Letting

Copies of said plans and specifications are now on file in the office of the City Administrator, for examination by bidders. Copies are available from TECHNIGRAPHICS, 125 South Dubuque Street, Iowa City, Iowa 52240. Contact Jill Chambers at 319-354-5950 or email jchambers@techiowa.com. A refundable deposit of \$30 is required. Please make checks to Veenstra & Kimm, Inc. Mail said deposit checks to Technigraphics, 125 South Dubuque Street, 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

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator

NHL-5

36853

WEST BRANCH, IOWA NORTH DOWNEY RESURFACING

Advanced Traffic Control
4001 Julie Lane
Cedar Rapids, IA 52404

Construction Update Plan Room
645 32nd Avenue SW, Suite C
Cedar Rapids, IA 52404

Construction Materials, Inc.
5210 NE 17th Street
Des Moines, IA 50313

E&F Paving, LLC
714 31st Avenue SW
Cedar Rapids, Iowa 52404

Manatts, Inc.
84 W Mullan Ave.
Waterloo, IA 50701

Master Builders of Iowa
221 Park Street
Des Moines, Iowa 50309

Pate Asphalt Systems
3285 Third Avenue
Marion, IA 52302

Quality Traffic Control
1704 E Euclid Ave
Des Moines, IA 50313

Shamrock Construction Company, LLC
1205 1st Avenue
P.O. Box 5185
Coralville, IA 52241-5185

Tschiggfrie Excavating Co.
425 Julien Dubuque Drive
Dubuque, IA 52003

RESOLUTION NO. 953

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, ESTIMATE OF COST AND FORM OF CONTRACT; ORDERING BIDS; SETTING A DATE FOR THE RECEIVING OF SAID BIDS; AND DIRECTING PUBLISHED NOTICE OF THE BID LETTING; ALL FOR THE NORTH DOWNEY RESURFACING PROJECT.

WHEREAS, the City Council of the City of West Branch, Iowa, has heretofore deemed it necessary and desirable make certain improvements to North Downey Street (the "Project"); and

WHEREAS, accordingly, the City Council, did heretofore direct the preparation of detailed plans, specifications, estimate of cost and form of contract for said proposed Project; and

WHEREAS, the aforementioned plans, specifications, estimate of cost and form of contract for the proposed project were thereafter filed with the City Clerk for Council review and public inspection; and

WHEREAS, the City Council did also heretofore by Resolution, on August 15th, 2011 direct that public hearing be held on said proposed project plans, specifications, estimate of cost and form of contract; and

WHEREAS, public hearing on the above-described plans, specifications, estimate of cost and form of contract for the proposed Project has now been held, said public hearing having been preceded by proper published notice thereof as required by law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the plans, specifications, estimate of cost and form of contract for the aforementioned Project is hereby approved. Be it further resolved that the City Staff and Administration be and the same are hereby authorized and directed to solicit bids for the project as follows: Bids for the aforementioned project shall be received by the City Clerk until 2 p.m., on Wednesday, September 14, 2011. Further, bid security for the aforementioned sealed bids is set at 5% of the bid price. The City Clerk is further directed to publish notice of said bid letting as required by law.

* * * * *

Passed and approved this 6th day of September, 2011.

Donald Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

ORDINANCE NO. 684

AN ORDINANCE AMENDING TITLE CHAPTER 69 "PARKING REGULATIONS"

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 69 "PARKING REGULATIONS" of the Code of West Branch, Iowa is hereby amended by adding the following subsection, Section 69.08.65:

69.08 - NO PARKING ZONES

65. The east side of Oliphant Street from the intersection with Orange Street extending north 125 feet.
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 September, 2011.

First Reading: August 15, 2011

Second Reading: September 6, 2011

Third Reading:

Don Kessler, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

Northway Well and Pump Co.

4895 8th Avenue
Marion, Iowa 52302

August 30, 2011

City Water Department
PO Box 218
304 East Main Street
West Branch, Iowa 52358-0218

Attn: Mr. Tim Moss, Water Superintendent

Re: Well #5 Repairs

Dear Tim,

Per our meeting last Friday August 26, 2011 the following are the costs for the required items for well #5. We have disassembled the pump from well #5 and found internal damage to the impeller skirts and the wear rings. The damage resulted from the failed flex coupling resulting in minimum water flow.

The problem was noticed soon enough, which stopped damage to the submersible motor. The pump will require replacement along with some fittings in the meter pit to fix the problem.

A. Well #5 associated repair cost

1. One replacement pump		\$2,989.00
2. Two 4" DI check valves	@\$377.00ea.	\$ 754.00
3. One 4" PVC coupling		\$ 66.50
4. 20 PVC coupling splines	@\$ 4.45ea.	\$ 89.00
5. 245 feet of altitude tubing		\$ 232.80
6. One 6" flange with sample tap		\$ 59.00
7. One 6" weld flange with 6" HW pipe		\$ 107.00
8. One 4" 441 dresser coupling		\$ 176.75
9. Misc. material, flange bolts and nuts, flange gaskets, 3M splice kits, pipe wrap, disinfection solution etc.		\$ 295.00

Phone 319-377-6339

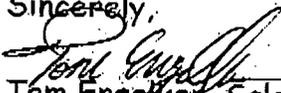
1-800-747-6339

FAX 319-377-8148

10. Labor to remove and reinstall pumping equipment and
change out fittings in the meter pit \$2,750.00
Total cost for the above \$7,519.05

Tim, if you want to change out the check valve in the meter pit an additional cost of \$656.00 would be added for the globe style check valve. Also you may want to check the City's insurance policy for breakdown coverage. This type of mechanical failure would be covered if you have it. Just let your insurance agent know and he can also give us a call at 319-377-6339.

Sincerely,



Tom Engelken, Sales Representative
NORTHWAY WELL AND PUMP CO.

**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: Parks & Recreation Date: 8/17/11

Your Name: Tim Shields Street Address: 202 W. Main St

Phone number(s): (evening) 563-529-0523 (day) Same

Email: timssc@msn.com

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

How long have you been a resident of West Branch? 8 yrs

Occupation: Self Employed Employer: Shields Sewing Center

Optional Questions (use back of application if necessary)

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

I have been involved w/ youth sports programs most of my adult life. I have 2 children in the community

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

Knowledge of the community as well as some needs that need to be addressed in community center

Job Description

Position Title: PUBLIC WORKS DIRECTOR
Department: PUBLIC WORKS DEPARTMENT
Immediate Supervisor: CITY ADMINISTRATOR*
Classification: FULL-TIME, HOURLY

Job Summary

The Public Works Director is a working manager whose primary responsibilities are three-fold: 1) supervising the maintenance of municipal buildings, municipal equipment, cemetery, sewer and water systems, municipal parks and streets, 2) leading the Department in increasing the volume of projects being completed in-house by Public Works Staff, and 3) supervising full-time and part-time Public Works Staff.

Job Scope

The Public Works Director shall work cooperatively with the City Administrator and all Department Directors. The Public Works Director shall have a pleasant personal demeanor and be courteous and professional in dealing with others. The Public Works Director displays teamwork to support City Council goals and objectives and demonstrates tact and diplomacy when involved in problem solving and/or customer relations. The Public Works Director interacts cooperatively and constructively with internal and external customers.

Administrative work is to be done efficiently and minimized to the fullest extent possible. The Director will be ultimately responsible for supervising the response to calls during inclement weather, preparing the Public Works Weekend Rounds Schedule, directing the tasks that are completed by Staff, approving all overtime and reviewing all timesheets submitted to the City Office.

The Director will advise the City Administrator concerning the required maintenance of City systems and the replacement of city equipment. The Director will prepare for the City Administrator's annual review a schedule of required maintenance of City systems and the replacement of city equipment. The Director will work cooperatively with the City Administrator in the development and management of annual budgets for the Roads and Streets, Water and Sewer Funds, the Cemetery (general fund) and general fund expenditures to supplement Roads and Streets.

*Per Chapter 15.02, Mayor, Powers and Duties, of the Code of Ordinances of the City of West Branch, the Mayor acts "as the chief executive officer of the City and presiding officer of the Council, supervises all departments of the City, except for supervisory duties delegated to the City Administrator." At the current time, the Mayor has delegated supervisory duties of all departments to the city administrator, but this could change in the future.

Essential Job Duties and Responsibilities: The duties of the job would include, but are not limited to, the following:

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

The position shall also be under the guidelines of the West Branch, Iowa Employee Handbook.

Minimum Education, Experience and Certification

Job requires a minimum of a high school graduation. Applicant must have or obtain within twelve months of hire Grade II Water Treatment and Water Distribution Certifications and Grade I Wastewater Certification. Applicant must possess, or be able to possess a valid Iowa Driver's License.

Knowledge, Skills and Abilities

The individual shall have a background and/or experience in general and skilled maintenance procedures including city utility operations. The individual must be able to meet and interact with the public in a professional and courteous manner while working within the framework of the City policies. The individual must be capable of working safely and efficiently with time and materials. The individual shall maintain harmonious working relationships with the Mayor, City Council and other city employees.

This individual shall have:

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

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified in this position. The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer at the needs of the employer and requirements of the job change.

Approved: City Council

Date: September 19, 2011

Public Works Director Recruitment Plan and Schedule

Recruitment activities would take place according to the following schedule:

Friday September 23rd – Application deadline.

Monday September 26th – Review of applications.

Tuesday September 27th – Interviews.

Monday October 3rd – Present recommendation to Council.

The Public Works Director position is being planned as an internal recruitment as there are insufficient funds to hire an additional Public Works employee at this time. A job notice, with the draft job description, will be placed in all City Buildings. Interested candidates will be asked to provide a cover letter, resume, City Employment Application and three professional references to the City Office by 4:00 p.m. on Friday September 23rd.

Interviews will be conducted by the Mayor, available Council Members and the City Administrator on Tuesday September 27th. A recommendation from the City Administrator on the candidate and salary will be brought forward to the Council at the October 3, 2011 Council Meeting.



Investment, Inc.
www.illowainc.com

ASPHALT AND PAVEMENT MAINTENANCE

August 15, 2011

City of West Branch
Attn: Tim Moss
110 N. poplar Street
PO Box 218
West Branch, IA 52358

Illowa Investment Inc. proposes to furnish all labor, materials, equipment and insurance necessary to accomplish the following:

Crack Sealing on Main St. and Downey Street (Asphalt Streets)

The existing asphalt pavement cracks, 1/8 inch or wider, (approximately 27,400 lineal feet) will be power routed, blown clean, and sealed with a hot rubberized asphalt crack sealant.

Price: \$16,440.00

Crack and Joint Sealing on Bickford Drive (PCC Streets)

The existing concrete pavement joints (approximately 7350 lineal feet) will have the following work done:

Saw existing concrete joints to remove the old sealant and debris. (May be dry sawn).

Clean the concrete joints by sand blasting.

Place appropriate backer rope in the joints.

Seal the concrete joints with a hot asphalt joint sealant.

Random cracks (approximately 330 lineal feet) will be sandblasted and sealed with a hot rubberized joint sealant using a V-squeegee.

Price: \$9523.20 Based on \$1.24 / lineal foot

Storm Drains

The joints at the storm drains will be sandblasted, sand or backer rope will be installed to create a bottom to the joint, and then sealed with a hot rubberized joint sealant.

Price: \$40.00 for each storm drain.



This proposal is valid for 30 days. If this proposal is acceptable to you, please sign and return a copy. We will enter this project into our work schedule once we receive an executed copy of the agreement. **Terms: Net 30 days.** A 1.5% per month service/interest charge will be applied to all past due accounts.

If you have any questions regarding this proposal or if we may be of assistance to you in the future, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink that reads "Randy Soedt". The signature is written in a cursive style with a prominent initial "R".

Randy Soedt

ACCEPTED BY: _____

DATE: _____



PROPOSAL

DATE	ESTIMATE #
8/8/2011	9697

1007 1st Ave. NW * Farley, IA 52046
 (563) 744-3422 Fax (563) 744-3146
 Fed ID # 42-1463491

kluesnerconstruction.com

NAME / ADDRESS	CELL NUMBER	FAX NUMBER	PHONE NUMBER
WEST BRANCH, CITY OF PO BOX 218 304 E MAIN ST WEST BRANCH, IA 52358			
	LOCATION		

DESCRIPTION	UNIT	RATE	TOTAL
CRACK SEALING OF CITY STREETS			
ROUT CRACKS			
CLEAN CRACKS AND JOINTS WITH COMPRESSED AIR			
SEAL CRACKS AND JOINTS WITH D-3405 HOT APPLIED RUBBERIZED SEALANT			
THE PRICE WILL BE \$0.62/LINEAL FOOT			
WE WILL DO ANY AMOUNT THAT WORKS WITHIN YOUR BUDGET			
STREETS TO BE DONE AND PRICES ARE AS FOLLOWS:			
FAWCETT DRIVE FROM BAKER AVE TO EAST END GRAVEL - RANDOMS ONLY	714	0.62	442.68
COUNCIL ST FROM BAKER AVE TO EAST END - RANDOMS ONLY	42	0.62	26.04
BAKER AVE FROM KUM AND GO TO FAWCETT DR - RANDOMS	4,020	0.62	2,492.40
TRAFFIC CONTROL		281.40	281.40
EAST MAIN FROM EAST CITY LIMITS TO N 1ST ST - RANDOMS	4,870	0.62	3,019.40
TRAFFIC CONTROL		340.90	340.90
EAST MAIN FROM N 1ST ST TO POPLAR ST - RANDOMS	2,096	0.62	1,299.52
TRAFFIC CONTROL		146.72	146.72
WEST MAIN FROM POPLAR ST TO SCOTT DR - RANDOMS	4,305	0.62	2,669.10
TRAFFIC CONTROL		301.35	301.35
WEST MAIN FROM SCOTT DR TO CEDAR-JOHNSON RD - RANDOMS	6,910	0.62	4,284.20
TRAFFIC CONTROL		483.70	483.70
BICKFORD DR FROM 350TH ST TO 350TH ST - JOINTS	6,590	0.62	4,085.80
RANDOMS	360	0.62	223.20

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. SIGN:

TOTAL

PAYMENT DUE UPON COMPLETION OF THE WORK. PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN ____ DAYS.

SIGNATURE _____



PROPOSAL

1007 1st Ave. NW * Farley, IA 52046
 (563) 744-3422 Fax (563) 744-3146
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kluesnerconstruction.com

DATE	ESTIMATE #
8/8/2011	9697

NAME / ADDRESS	CELL NUMBER	FAX NUMBER	PHONE NUMBER
WEST BRANCH, CITY OF PO BOX 218 304 E MAIN ST WEST BRANCH, IA 52358			
	LOCATION		

DESCRIPTION	UNIT	RATE	TOTAL
GILBERT DR FROM WEST ORANGE ST TO NORTH END - RANDOMS ONLY	380	0.62	235.60
WEST ORANGE ST FROM GILBERT TO SCOTT - RANDOMS ONLY	75	0.62	46.50
OHRT ST FROM WEST ORANGE TO SOUTH END - RANDOMS ONLY	60	0.62	37.20
GREENVIEW DR FROM SULLIVAN ST TO NORTH END - RANDOMS ONLY	105	0.62	65.10
SULLIVAN ST FROM GREENVIEW DR TO GILBERT - RANDOMS ONLY	195	0.62	120.90
ORANGE ST FROM HOUSE #310 TO OLIPHANT ST - JOINTS	2,652	0.62	1,644.24
RANDOMS	963	0.62	597.06
ORANGE ST FROM OLIPHANT ST TO DOWNEY SR - JOINTS	1,932	0.62	1,197.84
RANDOMS	428	0.62	265.36
NORTHSIDE DR FROM OLIPHANT ST TO MAPLE ST - JOINTS	968	0.62	600.16
RANDOMS	1,140	0.62	706.80
CRESTVIEW DR FROM NORTH OLIPHANT TO CUL-DE-SAC - RANDOMS ONLY	255	0.62	158.10
N OLIPHANT FROM DOWNEY ST TO HOUSE #551 - JOINTS	960	0.62	595.20
RANDOMS	1,212	0.62	751.44
N OLIPHANT FROM HOUSE #551 TO HOUSE #529 - JOINTS	1,534	0.62	951.08
N OLIPHANT FROM HOUSE #529 TO W ORANGE - JOINTS	4,607	0.62	2,856.34
RANDOMS	1,938	0.62	1,201.56
N OLIPHANT FROM W ORANGE TO W MAIN - JOINTS	4,340	0.62	2,690.80
RANDOMS	880	0.62	545.60
FOSTER FROM W MAIN TO HOUSE #125 - JOINTS	1,370	0.62	849.40
RANDOMS	420	0.62	260.40
N DOWNEY ST FROM W MAIN TO E COLLEGE - RANDOMS	2,996	0.62	1,857.52

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8/8/2011	9697

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NAME / ADDRESS	CELL NUMBER	FAX NUMBER	PHONE NUMBER
WEST BRANCH, CITY OF PO BOX 218 304 E MAIN ST WEST BRANCH, IA 52358			
	LOCATION		

DESCRIPTION	UNIT	RATE	TOTAL
N 1ST ST FROM MAIN TO GREEN ST - JOINTS	1,931	0.62	1,197.22
RANDOMS	690	0.62	427.80
N 1ST ST FROM GREEN ST TO NORTH END - JOINTS	4,978	0.62	3,086.36
RANDOMS	1,568	0.62	972.16
N 4TH ST FROM EAST MAIN TO EAST COLLEGE - JOINTS	3,252	0.62	2,016.24
RANDOMS	344	0.62	213.28
N 4TH ST FROM EAST COLLEGE TO HOUSE #414 - JOINTS	3,031	0.62	1,879.22
RANDOMS	1,240	0.62	768.80
N 5TH FROM EAST MAIN TO EAST COLLEGE - JOINTS	3,412	0.62	2,115.44
RANDOMS	1,096	0.62	679.52
N 5TH FROM EAST COLLEGE TO EAST ORANGE - JOINTS	1,636	0.62	1,014.32
RANDOMS	860	0.62	533.20
N 6TH FROM EAST MAIN TO EAST COLLEGE - JOINTS	3,468	0.62	2,150.16
RANDOMS	1,140	0.62	706.80
N 6TH FROM EAST COLLEGE TO NORTH END - JOINTS	3,230	0.62	2,002.60
RANDOMS	1,040	0.62	644.80
LANCASTER LANE FROM ORANGE ST TO CUL-DE-SAC - JOINTS	1,604	0.62	994.48
RANDOMS	240	0.62	148.80
SOUTH 2ND FROM EAST MAIN TO COOKSON - JOINTS	6,487	0.62	4,021.94
RANDOMS	862	0.62	534.44
COOKSON FROM SOUTH 2ND TO SOUTH 1ST ST - JOINTS	1,486	0.62	921.32
RANDOMS	364	0.62	225.68
SOUTH 1ST FROM COOKSON TO CEDAR ST - JOINTS	2,129	0.62	1,319.98
RANDOMS	504	0.62	312.48

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. SIGN:

TOTAL

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SIGNATURE _____



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DATE	ESTIMATE #
8/8/2011	9697

NAME / ADDRESS	CELL NUMBER	FAX NUMBER	PHONE NUMBER
WEST BRANCH, CITY OF PO BOX 218 304 E MAIN ST WEST BRANCH, IA 52358			
	LOCATION		

DESCRIPTION	UNIT	RATE	TOTAL
CEDAR ST FROM PARKSIDE TO SOUTH 2ND - JOINTS	924	0.62	572.88
RANDOMS	252	0.62	156.24
SOUTH MAPLE FROM SOUTH 2ND TO SOUTH 4TH - JOINTS	4,058	0.62	2,515.96
RANDOMS	532	0.62	329.84
NOTE: ALL MEASUREMENTS ARE APPROXIMATE, AN ACCURATE MEASUREMENT WILL BE MADE UPON COMPLETION TO DETERMINE THE FINAL COST.			

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. SIGN:

Brad A. Brown

TOTAL \$70,792.57

PAYMENT DUE UPON COMPLETION OF THE WORK. PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 40 DAYS.

SIGNATURE _____