

City of West Branch ~A Heritage for Success~

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

CITY COUNCIL MEETING AGENDA

Monday, June 23, 2014 • 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 June 2, 2014 Special and Regular City Council Meetings.
 - b. Approve minutes from the June 2, 2014 City Council Work Session.
 - c. Approve claims.
 - d. 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.
 - e. Approve FY15 Cigarette Permit renewals for: Kum & Go, Dewey's Jack & Jill, Casey's General Store #2524, and BP Amoco.
 - f. Approve Fire Department payroll for July 1, 2014, in the amount of \$31,720.00.
 - g. Approve Fire Department officers for fiscal year 2014-2015.
 - h. Approve destruction of records with Document Destruction & Recycling Services listed on Records Destruction Form per the Record Retention Manual for Iowa Cities.
 - i. Approve transfer of \$35,017.58 from Emergency Fund to General Fund.
 - j. Approve transfer of \$1,360.86 from Library - Krouth Principal Fund to General Fund.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Mayor Mark Worrell - Appointments/Reappointments/Move to action.
 - i. Neil Korsmo – Animal Control Commission, December 31, 2016.
 - ii. Amy Guhl – Library Board of Trustees, June 30, 2017.
 - iii. Dan Stevenson – Library Board of Trustees, June 30, 2017.
 - b. Jerry Fleagle, Executive Director, Hoover Presidential Foundation – Complaint from the Hoover Presidential Foundation against the City of West Branch for fundraising efforts undertaken by the City to offset a portion of the cost of providing free inflatable rides for children on the Village Green during Hoover's Hometown Days.
 - c. Second Reading of Ordinance 724, amending Title Chapter 69 "Parking Regulations." /Move to action.
 - d. Resolution 1202, approving City of West Branch Mission Statement./Move to action.
 - e. Resolution 1206, approving West Branch High School Phase 1 Parking and Site Improvements Site Plan./Move to action.
 - f. Resolution 1207, approving Brown Subdivision Preliminary Plat./Move to action.
 - g. Resolution 1208, approving Brown Subdivision Final Plat./Move to action.
 - h. Resolution 1209, setting the salary for an appointed officer of the City of West Branch, Iowa for the fiscal year 2014-2015./Move to action.

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CITY COUNCIL MEETING AGENDA

Monday, June 23, 2014 • 7:00 p.m. (continued)

City Council Chambers, 110 North Poplar Street

Action may be taken on any agenda item.

- i. Resolution 1210, setting the salary for an employee of the City of West Branch, Iowa for the fiscal year 2014-2015./Move to action.
 - j. Resolution 1211, approving agreement with the East Central Intergovernmental Association for fundraising services in an amount not to exceed \$5,000./Move to action.
 - k. Public Hearing on proposed plans and specifications, proposed form of contract and estimate for cost of construction of Oliphant Street Sidewalk Improvements – Phase 2 for the City of West Branch, Iowa, and the taking of bids therefor.
 - l. Resolution 1212, approving proposed plans, specifications, estimate of cost and form of contract for the Oliphant Street Sidewalk Improvements – Phase 2 Project./Move to action.
 - m. Resolution 1213, accepting bids and awarding the construction contract for the Oliphant Street Sidewalk Improvements – Phase 2 Project./Move to action.
 - n. Resolution 1216, approving those certain agreements in connection with the Oliphant Street Sidewalk Improvements – Phase 2 Project./Move to action.
 - o. Resolution 1214, amending a 28E Agreement with the West Branch Community School District to make road and sidewalk improvements in and adjacent to North Maple Street and the Middle School parking lot./Move to action.
 - p. Brian Boelk, HBK Engineering – Presentation of Strategic Park Plan
8. City Staff Reports
- a. Deputy City Clerk Dawn Brandt – International Institute of Municipal Clerks Annual Conference.
 - b. Fire Chief Kevin Stoolman – Bid Process for Rescue Truck
 - c. Police Chief Mike Horihan – Potential Compensation for Reserve Officer Todd Thurman
 - d. City Attorney Kevin Olson – Draft Ballot Language for City Parks Development – Phase I
9. Comments from Mayor and Council Members
10. Adjournment

CITY COUNCIL WORK SESSION

Monday, June 23, 2014

Immediately following regular City Council Meeting

City Council Chambers, 110 North Poplar Street

1. Call to Order
2. Roll Call
3. Complete Project List, Identify Sources of Revenue and Start Ranking Process
4. The Next CIP Meeting – July 21st
5. Adjourn

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

(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
Special Meeting**

**June 2, 2014
6:30 p.m.**

Mayor Pro Tem Miller opened the West Branch City Council meeting by welcoming the audience and the following City staff: City Administrator Matt Muckler, Administrative Assistant Shanelle Peden, Library Director Nick Shimmin, Parks & Recreation Director Melissa Russell, Police Chief Mike Horihan, Public Works Director Matt Goodale, and City Attorney Kevin Olson. Councilpersons Jordan Ellyson, Colton Miller, Tim Shields, and Mary Beth Stevenson. Mayor Mark Worrell and Councilperson Brian Pierce were absent.

Motion to adjourn to closed session to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where the disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation pursuant to Section 21.5(c) of the Code of Iowa.

Motion by Stevenson to adjourn to closed session at 6:32 p.m., second by Shields. AYES: Stevenson, Shields, Ellyson, Miller. NAYS: None. ABSENT: Pierce. Motion carried.

Motion by Shields to adjourn from the closed session at 6:56 p.m., second by Ellyson. AYES: Shields, Ellyson, Miller, Stevenson. NAYS: None. ABSENT: Pierce. Motion carried.

Motion by Shields to adjourn the special meeting, second by Ellyson. Motion carried on a voice vote. City Council special meeting adjourned at 6:58 p.m.

Colton Miller, Mayor Pro Tem

ATTEST: _____
Matt Muckler, City Administrator/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**

**June 2, 2014
7:00 p.m.**

Mayor Pro Tem Miller opened the West Branch City Council meeting by welcoming the audience and the following City staff: City Administrator Matt Muckler, Administrative Assistant Shanelle Peden, Library Director Nick Shimmin, Parks & Recreation Director Melissa Russell, Police Chief Mike Horihan, Public Works Director Matt Goodale, Zoning Administrator Paul Stagg, Zoning Board of Adjustment Chair Craig Walker, City Attorney Kevin Olson, and City Engineer Dave Schechinger. Council members: Jordan Ellyson, Colton Miller, Tim Shields, and Mary Beth Stevenson. Mayor Mark Worrell and Councilperson Brian Pierce were absent.

APPROVE AGENDA/CONSENT AGENDA

- a. Approve minutes from the May 19, 2014 City Council Meeting.
- b. Approve claims.
- c. Approve street closures for Hoovers Hometown Days.
 - i. 2nd Street from Main Street to the Water Street Parking Lot from 5:00 p.m. on Friday August 1, 2014 to 1:00 a.m. on Sunday August 3, 2014.
 - ii. Main Street from Parkside Drive to 2nd Street from 12:00 a.m. on Saturday August 2, 2014 to 12:00 a.m. on Sunday August 3, 2014.
 - iii. Main Street from Parkside Drive to Poplar Street from 9:45 a.m. to 5:00 p.m. on Saturday August 2, 2014.
 - iv. N. Downey Street from Main Street to Green Street from 9:45 a.m. to 5:00 p.m. on Saturday August 2, 2014.
 - v. Approve Change Order Number One, increasing the contract amount by \$416.63 to Visu-Sewer, Inc. for the West Branch Sanitary Sewer Rehabilitation – Phase 1.
 - vi. Approve Change Order Number Two, increasing the contract amount by \$2,550.00 to Visu-Sewer, Inc. for the West Branch Sanitary Sewer Rehabilitation – Phase 1.
 - vii. Approve payment to Visu-Sewer, Inc. in the amount of \$121,432.14 for Partial Pay Estimate No. 1 Sanitary Sewer Rehabilitation – Phase 1.

Motion by Shields to approve, second by Ellyson. AYES: Shields, Ellyson, Miller, Stevenson. NAYS: None. ABSENT: Pierce. Motion carried.

Date 6-2-14 City of West Branch
 Claims Register Report

| | | |
|-----------------------------|--------------------------------------|-----------|
| Blue Cross Blue Shield | Health & Dental Insurance | 11,113.97 |
| Dearborn National Insurance | Life Insurance | 56.95 |
| EFTPS | Federal Withholdings | 5,647.83 |
| Iowa Department Of Revenue | Payroll Expense | 754.00 |
| Iowa League Of Cities | Admin - 2014 Small City Workshop Fee | 105.00 |
| IPERS | IPERS | 7,510.17 |
| Mediacom | Cable - Service | 40.90 |
| Payroll Expense | Payroll Expense - 5-23-14 | 24,654.64 |
| QC Analytical Services LLC | Water -Training Conference Fee | 125.00 |
| Treasurer State Of Iowa | State Withholding Tax | 2,046.00 |
| WageWorks | Flex – HCFSA 2013 & 2014 | 825.55 |
| | Grand Total | 52,880.01 |

| | | |
|-------------|------------------------|-----------|
| Fund Totals | | |
| 001 | General Fund | 22,481.91 |
| 031 | Library | 5,130.30 |
| 112 | Trust And Agency | 11,457.95 |
| 600 | Water Fund | 7,041.42 |
| 610 | Sewer Fund | 5,942.88 |
| 950 | BC/BS Flexible Benefit | 825.55 |
| | Grand Total | 52,880.01 |

COMMUNICATIONS/OPEN FORUM

Shimmin stated that summer programming has begun at the library with incentives offered to both youth and adult programs. Shimmin also stated that a free movie will be shown Saturday evening for anyone interested in attending.

PUBLIC HEARING/NON-CONSENT AGENDA

Mayor Pro Tem Miller-Appointment of Joshua Meade as a West Branch Police Department Reserve Officer
 Horihan introduced Joshua Meade. Horihan noted that Meade will complete and pay for his own training. Horihan added that Meade received an honorable discharge from the United States Marines, and that Meade will be present during Hoover’s Hometown Days. Shields asked where Meade was originally from, in which Meade responded, Atalissa.
 Motion by Ellyson to approve Joshua Meade as a Reserve Officer I, second by Shields. AYES: Ellyson, Shields, Miller, Stevenson. NAYS: None. ABSENT: Pierce. Motion carried.

Approve Class C Liquor License with Living Quarters, Outdoor Service and Sundays Sales Permits for Pamela Miller, DBA: Greenview Cocktail Club

Shields asked if this was a change in ownership versus the previous owner. Olson responded that this is a new owner, and she has met the requirements set forth per licensing. Miller asked Horihan if he was comfortable with the new ownership, in which Horihan replied that he was.

Motion by Stevenson to approve Class C Liquor License for Greenview Cocktail Club, second by Shields. AYES: Stevenson, Shields, Ellyson, Miller. NAYS: None. ABSENT: Pierce. Motion carried.

First Reading of Ordinance 724, amending Title Chapter 69 “Parking Regulations.”

Ellyson asked Horihan if the proposed change is significant. Horihan noted that this ordinance will help ensure better visibility. Shields asked what type of enforcement would take place. Muckler noted there would be signage for area, and that enforcement is at the discretion of the police department. Horihan indicated that he understands it may take around thirty days for drivers to adhere to the no parking.

Stevenson asked that letters be sent to residents at the time of the third reading of the ordinance.

Motion by Stevenson to approve Ordinance 724, second by Ellyson. AYES: Stevenson, Ellyson, Miller, Pierce. NAYS: None. ABSENT: Pierce. Motion carried.

Public Hearing on proposed amendment to Section 165.26 of the West Branch Zoning Ordinance

Miller opened the public hearing at 7:17 p.m. Sally Peck, 223 N Downey Street, stated that by allowing a special exception clause, it could bring a different character to a neighborhood. Peck also stated that by allowing the Board of Adjustment discretion in policy, it could lead to spot zoning. Peck concluded her statements by saying that the City could be subject to possible litigation due to lack of standards. Zoning Board of Adjustment Chair Craig Walker, 244 Pedersen Street, spoke in favor of amending Section 165.26, noting that the amendment helps provide language for the Board of Adjustment to consider requests not noted in the Code which do meet key criteria. Walker also emphasized that this amendment is added responsibility for the Board of Adjustment. Kate Cox, a local attorney who felt that she is the individual who initiated this process, indicated that her purpose is to operate a law practice where a majority of the work involved would not include vehicle traffic. With no further comments, Miller closed the public hearing at 7:29 p.m.

First Reading of Ordinance 725, amending Chapter 165 “Zoning Regulations.”

Stevenson acknowledged Peck’s comments, saying she understands the future impact this could have on a neighborhood. Stevenson asked if language could be added to designate a specific number of employees allowed. Ellyson asked if the special exception could be evaluated by the City and if business grade levels can be developed. Olson noted that language created could not cover everything, but additional language could be incorporated. Shields echoed that statement, and felt it is important to trust the Board of Adjustment’s decisions. Miller thought the language in the current ordinance was too general and felt it may be detrimental to a decision made by the Board of Adjustment. Stevenson asked if language could be added to include number of employees, signage, parking, and client traffic. Miller and Ellyson both noted that property owners still have to follow City ordinances, regardless of what occurs. Miller asked if a special exception would cause a change to the taxes derived from a property. Olson confirmed that the county assessor would have discretion as to how taxes are assessed and that properties are taxed by their use, not their zoning designation.

Motion by Ellyson to postpone Ordinance 725 to the June 23, 2014 Council meeting, second by Stevenson. AYES: Ellyson, Stevenson, Miller, Shields. NAYS: None. ABSENT: Pierce. Motion postponed.

Public Hearing on the proposed Amended and Restated West Branch Urban Renewal Plan

Miller opened the public hearing at 7:44 p.m. With no comments from the public, Miller closed the public hearing at 7:45 p.m.

Resolution 1198, approving and adopting an Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area

Motion by Ellyson to approve Resolution 1198, second by Shields. AYES: Ellyson, Shields, Miller, Stevenson. NAYS: None. ABSENT: Pierce. Motion carried.

Resolution 1204, hiring Kassie Bailey as a Park & Rec Department Part-Time Seasonal Employee for the City of West Branch, Iowa and setting the salary for the position of the fiscal year 2013-2014

Russell introduced Bailey to the public, noting that she has a degree in Elementary Education, and has substitute-taught at both West Branch and Solon Community School Districts.

Motion by Stevenson to approve Resolution 1204, second by Shields. AYES: Stevenson, Shields, Miller, Ellyson. NAYS: None. ABSENT: Pierce. Motion carried.

Resolution 1205, approving an agreement with FEH Associates Inc. in the amount of \$11,800 for pre-funding schematic design services for the West Branch Community Center Building Plan Project

Muckler noted that letters were sent to three firms with previous experience on these types of projects. Shields asked how many projects FEH Architects has completed. Muckler responded that FEH had previously worked on several similar projects and was the lowest cost presented. Shields asked if this was the same firm that was present during the April 24, 2014 charrette and Muckler confirmed that they were. Stevenson noted that she was impressed with the FEH designs on prior projects. Miller asked about the project schedule presented by FEH. Muckler responded that the Parks & Rec Steering Committee recommendations are to focus on phase one, yet also show voters the future direction and phases. Muckler noted that HBK would be presenting at the Strategic Park Plan findings at the June 23, 2014 Council meeting.

Motion by Stevenson to approve Resolution 1205, second by Shields. AYES: Stevenson, Shields, Ellyson, Miller. NAYS: None. ABSENT: Pierce. Motion carried.

CITY STAFF REPORTS

Main Street Executive Director Mackenzie Krob – Music on the Green Concert Series

Krob was not present, however, Muckler noted that the series takes place in the Village Green on Thursdays in June at 7:00 p.m. Muckler added the first concert begins this Thursday.

Deputy City Clerk Dawn Brandt – International Institute of Municipal Clerks Annual Conference

Muckler noted that Brandt was unable to attend, and that she would have the information available at the June 23, 2014 meeting.

Administrative Assistant Shanelle Peden – Iowa League of Cities Annual Conference Registration and Reservations

Peden noted that the annual league conference would be taking place in Council Bluffs, Iowa on September 24-26, 2014, and that registration has opened. Peden asked that interested Mayor and Council contact her by June 6, letting her know who would be attending in order to ensure conference and hotel reservations. Muckler added that the annual league conference is the final in the five-part Municipal Leadership Academy series that began back in January. Stevenson noted that many elected officials also have full time jobs, which could conflict with attendance.

Park & Rec Director Melissa Russell – Summer Calendar

Russell noted that the parks & rec calendar is now available on the group's website. Russell noted it includes activities throughout the City, not just City activities. Russell added that this will help reduce call volume and provide a central location for information. Shields asked if this same information could be placed in the local newspaper.

City Engineer Dave Schechinger – West Main Street Traffic Study Update

Schechinger noted that he received a draft copy of the report from Metropolitan Planning Organization this afternoon. Schechinger added that he will be attending the meeting on June 3, 2014 at 10:00 a.m. with stakeholders. Schechinger concluded his remarks with the items for review including speed limits, Cedar-Johnson Road, the new proposed layout at West Branch High School, and the Meadows Subdivision.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Ellyson remarked that the flashing beacons on West Main Street are working well. Miller asked when the cones at the intersection of Main and 4th Street would be removed. Stagg mentioned that Visu-Sewer has completed correcting the area around the manhole, and that he would be removing the cones later that evening. Olson noted that the North Maple Street project looks nice. Miller echoed the same sentiments for East Green Street. Shields thanked the public for their attendance and feedback at the two public hearings held this evening.

Motion to adjourn to executive session to evaluate the professional competency of an individual whose performance is being considered as part of an annual review process and that individual requests a closed session pursuant to Section 21.5(i) of the Code of Iowa.

Motion by Ellyson to adjourn to executive session at 8:07 p.m. and second by Shields. AYES: Ellyson, Shields, Miller, Stevenson. NAYS: None. ABSENT: Pierce. Motion carried.

Motion by Stevenson to adjourn from the executive session at 8:28 p.m. and second by Ellyson. AYES: Stevenson, Ellyson, Miller, Shields. NAYS: None. ABSENT: Pierce. Motion carried.

ADJOURNMENT

Motion by Ellyson to adjourn the city council meeting, second by Shields. Motion carried on a voice vote. City Council meeting adjourned at 8:30 p.m.

Colton Miller, Mayor Pro Tem

ATTEST: _____
Matt Muckler, City Administrator/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
Work Session**

**June 2, 2014
8:40 p.m.**

Mayor Pro Tem Miller opened the West Branch City Council work session at 8:40 p.m. by welcoming the audience and the following City staff: City Administrator Matt Muckler, Administrative Assistant Shanelle Peden, Library Director Nick Shimmin, Parks & Recreation Director Melissa Russell, Police Chief Mike Horihan, City Attorney Kevin Olson, and City Engineer Dave Schechinger. Council members: Jordan Ellyson, Colton Miller, Tim Shields, Mary Beth Stevenson. Absent: Mayor Mark Worrell and Brian Pierce.

Pat Callahan, Capital Improvement Planning Process

Pat Callahan, Municipal Consultant, presented more details regarding the CIP, including an overview of the phasing, which includes: Phase I, City Parks; Phase II, Tax Incremental Financing; and Phase III, Other. Muckler noted that as Council prioritizes the projects, he asked that they include a fourth column to account for the future impact on the City utility system. For each project within each phase, Callahan explained the timetable, cost estimates, rankings, and funding sources. Callahan asked that the Council review each project, and prioritize them for the June 23, 2014 Council meeting. Callahan also asked that when Council reviews items by department, Council take into consideration possible sources of grants and funding. Muckler asked Council to prioritize between normal budget items and larger dollar projects. Callahan added that enterprises should work towards operating on a self-sufficient basis. Callahan concluded his statements by letting Council and Staff know he would bring a first draft to the July 21, 2014 Council meeting.

Motion by Shields to adjourn the work session, second by Stevenson. Motion carried on a voice vote. City Council work session adjourned at 9:23 p.m.

Colton Miller, Mayor Pro Tem

ATTEST: _____
Matt Muckler, City Administrator/Clerk

June 2013 - May 2014

| Year | | | | | | | | | | | | | | Total | Total | | Sub-Total | Minus | Total |
|--------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|--------------------|-------------------|--------------------|--------------------|-----------------|--------------------|
| Month | June | July | Aug | Sept | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Calls | Dollar | Meeting | Officer | Payroll | ISFA Dues | Payroll |
| 1 Dick Stoolman | 2 | 3 | 1 | 4 | 0 | 2 | 2 | 3 | 8 | 1 | 3 | 0 | 29 | \$145.00 | \$110.00 | | \$255.00 | \$21.00 | \$234.00 |
| 2 Kevin Stoolman | 25 | 29 | 16 | 33 | 19 | 20 | 34 | 25 | 29 | 34 | 40 | 19 | 323 | \$1,615.00 | \$110.00 | \$2,400.00 | \$4,125.00 | \$21.00 | \$4,104.00 |
| 3 Kurt Johnson | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 | \$35.00 | | \$35.00 | \$21.00 | \$14.00 |
| 4 Jodee Stoolman | 2 | 3 | 1 | 2 | 0 | 0 | 0 | 2 | 8 | 5 | 10 | 1 | 34 | \$170.00 | \$100.00 | \$300.00 | \$570.00 | \$21.00 | \$549.00 |
| 5 Gary Milder | 3 | 0 | 4 | 6 | 3 | 1 | 9 | 11 | 7 | 10 | 9 | 2 | 65 | \$325.00 | \$90.00 | | \$415.00 | \$21.00 | \$394.00 |
| 6 Craig Cochran | 4 | 3 | 2 | 5 | 2 | 4 | 12 | 14 | 5 | 6 | 8 | 9 | 74 | \$370.00 | \$110.00 | \$480.00 | \$960.00 | \$21.00 | \$939.00 |
| 7 Rae Ann Hosier | 2 | 0 | 2 | 4 | 3 | 2 | 2 | 3 | 2 | 6 | 2 | 1 | 29 | \$145.00 | \$90.00 | \$2,100.00 | \$2,335.00 | \$21.00 | \$2,314.00 |
| 8 Mike Kusick | 7 | 5 | 2 | 9 | 11 | 13 | 22 | 15 | 10 | 16 | 18 | 13 | 141 | \$705.00 | \$100.00 | \$900.00 | \$1,705.00 | \$21.00 | \$1,684.00 |
| 9 David Hosier | 12 | 13 | 13 | 14 | 15 | 11 | 7 | 15 | 18 | 6 | 2 | 1 | 127 | \$635.00 | \$90.00 | \$900.00 | \$1,625.00 | \$21.00 | \$1,604.00 |
| 10 Matt Hills | 3 | 4 | 3 | 3 | 6 | 2 | 8 | 7 | 7 | 7 | 12 | 1 | 63 | \$315.00 | \$60.00 | | \$375.00 | \$21.00 | \$354.00 |
| 11 Matt Tisinger | 17 | 13 | 3 | 16 | 7 | 12 | 17 | 11 | 7 | 17 | 20 | 13 | 153 | \$765.00 | \$95.00 | \$180.00 | \$1,040.00 | \$21.00 | \$1,019.00 |
| 12 Andy Hosier | 6 | 8 | 5 | 15 | 8 | 11 | 14 | 7 | 9 | 10 | 11 | 9 | 113 | \$565.00 | \$110.00 | \$240.00 | \$915.00 | \$21.00 | \$894.00 |
| 13 Jim Friis | 5 | 5 | 3 | 5 | 5 | 4 | 12 | 2 | 5 | 7 | 10 | 4 | 67 | \$335.00 | \$45.00 | | \$380.00 | \$21.00 | \$359.00 |
| 14 Sandy Heick | 17 | 9 | 10 | 10 | 10 | 11 | 11 | 11 | 12 | 15 | 14 | 10 | 140 | \$700.00 | \$90.00 | \$1,800.00 | \$2,590.00 | \$11.00 | \$2,579.00 |
| 15 Tanya Havlik-Sn | 2 | 3 | 1 | 5 | 6 | 1 | 6 | 22 | 1 | 11 | 12 | 14 | 84 | \$420.00 | \$60.00 | \$600.00 | \$1,080.00 | \$21.00 | \$1,059.00 |
| 16 Kory Hanna | 0 | 6 | 0 | 2 | 2 | 1 | 7 | 7 | 10 | 12 | 12 | 5 | 64 | \$320.00 | \$100.00 | \$180.00 | \$600.00 | \$21.00 | \$579.00 |
| 17 Chad Schutte | 3 | 6 | 6 | 13 | 1 | 4 | 3 | 9 | 2 | 7 | 6 | 4 | 64 | \$320.00 | \$80.00 | | \$400.00 | \$21.00 | \$379.00 |
| 18 Mike Fair | 12 | 13 | 11 | 18 | 14 | 11 | 23 | 20 | 24 | 21 | 36 | 10 | 213 | \$1,065.00 | \$105.00 | | \$1,170.00 | \$21.00 | \$1,149.00 |
| 19 Zack Thomas | 4 | 1 | 3 | 3 | 3 | 2 | 2 | 2 | 7 | 8 | 18 | 4 | 57 | \$285.00 | \$80.00 | \$240.00 | \$605.00 | \$21.00 | \$584.00 |
| 20 Adam Fair | 16 | 11 | 5 | 17 | 11 | 14 | 22 | 22 | 24 | 25 | 30 | 9 | 206 | \$1,030.00 | \$90.00 | \$360.00 | \$1,480.00 | \$21.00 | \$1,459.00 |
| 21 Trent Tisinger | 6 | 6 | 1 | 7 | 6 | 5 | 8 | 8 | 3 | 6 | 8 | 9 | 73 | \$365.00 | \$110.00 | \$240.00 | \$715.00 | \$21.00 | \$694.00 |
| 22 Josh Worrell | 17 | 13 | 4 | 17 | 10 | 7 | 20 | 13 | 14 | 17 | 26 | 10 | 168 | \$840.00 | \$110.00 | \$180.00 | \$1,130.00 | \$21.00 | \$1,109.00 |
| 23 Ryan Jennings | 6 | 10 | 7 | 5 | 6 | 5 | 8 | 13 | 13 | 19 | 7 | 6 | 105 | \$525.00 | \$100.00 | \$360.00 | \$985.00 | \$21.00 | \$964.00 |
| 24 Trent Hansen | 16 | 7 | 2 | 13 | 7 | 7 | 10 | 19 | 8 | 11 | 12 | 8 | 120 | \$600.00 | \$95.00 | | \$695.00 | \$21.00 | \$674.00 |
| 25 Neil Gerot | 11 | 8 | 5 | 3 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 28 | \$140.00 | \$20.00 | | \$160.00 | \$21.00 | \$139.00 |
| 26 Dane Petersen | 2 | 0 | 1 | 3 | 2 | 1 | 2 | 2 | 4 | 5 | 7 | 0 | 29 | \$145.00 | \$55.00 | | \$200.00 | \$21.00 | \$179.00 |
| 27 Logan Cilek | 9 | 9 | 4 | 11 | 9 | 6 | 11 | 10 | 5 | 7 | 8 | 8 | 97 | \$485.00 | \$110.00 | \$360.00 | \$955.00 | \$21.00 | \$934.00 |
| 28 Austin Finnegan | 9 | 4 | 4 | 6 | 5 | 7 | 1 | 12 | 8 | 9 | 13 | 6 | 84 | \$420.00 | \$90.00 | \$360.00 | \$870.00 | \$21.00 | \$849.00 |
| 29 Rick Hansen | 2 | 3 | 0 | 3 | 4 | 2 | 3 | 2 | 2 | 0 | 1 | 1 | 23 | \$115.00 | \$65.00 | | \$180.00 | \$21.00 | \$159.00 |
| 30 Dan Heick | 28 | 28 | 12 | 17 | 22 | 18 | 31 | 22 | 20 | 29 | 29 | 12 | 268 | \$1,340.00 | \$90.00 | | \$1,430.00 | \$21.00 | \$1,409.00 |
| 31 Phil Brezina | 8 | 3 | 2 | 4 | 3 | 2 | 0 | 0 | 0 | 2 | 1 | 0 | 25 | \$125.00 | \$50.00 | | \$175.00 | \$11.00 | \$164.00 |
| 32 Ben Barrett | 0 | 0 | 6 | 16 | 8 | 11 | 18 | 15 | 9 | 13 | 12 | 2 | 110 | \$550.00 | \$85.00 | | \$635.00 | \$21.00 | \$614.00 |
| 33 Nevin Tucker | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 6 | 10 | 7 | 13 | 2 | 39 | \$195.00 | \$45.00 | | \$240.00 | | \$240.00 |
| 34 Brad Ratliff | | | | | | | | 6 | 10 | 14 | 19 | 11 | 60 | \$300.00 | \$30.00 | | \$330.00 | | \$330.00 |
| 35 Jose Gongora | | | | | | | | 2 | 0 | 8 | 9 | 7 | 26 | \$130.00 | \$30.00 | | \$160.00 | | \$160.00 |
| 36 Travis Wolf | | | | | | | | | | | 25 | 13 | 38 | \$190.00 | \$10.00 | | \$200.00 | | \$200.00 |
| Totals | 35 | 33 | 18 | 38 | 29 | 29 | 39 | 37 | 39 | 41 | 51 | 31 | 420 | \$16,695.00 | \$2,845.00 | \$12,180.00 | \$31,720.00 | \$652.00 | \$31,068.00 |
| Fire | 10 | 10 | 6 | 13 | 10 | 7 | 11 | 2 | 8 | 8 | 21 | 9 | 115 | | | | | | |
| Mutual Aid | 1 | 0 | 0 | 2 | 0 | 0 | 0 | 1 | 0 | 4 | 7 | 1 | 16 | | | | | | |
| Medical | 23 | 21 | 11 | 21 | 19 | 19 | 27 | 32 | 28 | 29 | 23 | 21 | 274 | | | | | | |
| Other: | 1 | 2 | 1 | 2 | 0 | 3 | 1 | 2 | 3 | 0 | 0 | 0 | 15 | | | | | | |
| Nevin Tucker | 0 | 1 | 4 | 8 | 6 | 1 | | | | | | | 20 | | | | | | |
| Allison Kusick | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 3 | 3 | 8 | 9 | 5 | 32 | | | | | | |
| Travis Wolf | 0 | 1 | 9 | 17 | 17 | 6 | 17 | 10 | 16 | 24 | | | 117 | | | | | | |

WEST BRANCH FIRE & RESCUE

P.O. Box 218 105 S. Second Street West Branch, IA 52358
Phone 319-643-2110 Fax 319-643-3293
Emergencies Dial 911

2014-2015 Officers

Chief- Kevin Stoolman

1st Assistant- Mike Kusick

2nd Assistant- Josh Worrell

President- Trent Tisinger

Secretary- Rae Ann Hosier

Treasurer- Chad Schutte

Trustee 1st Year- Andy Hosier

Trustee 2nd Year- Trent Hansen

Trustee 3rd Year- Matt Tisinger

Medical Officer- Sandy Heick

Assistant Medical Officer- Tanya Havlik- Smith

Training Officer- Joey Wendt

191- Captains- Austin Finnegan and Adam Fair

192 Captain- Logan Cilek

195- Captain / Cub Cadet- Ben Barrett

196- Captain – Kory Hanna

197- Captain – Ryan Jennings

199- Captain – Craig Cochran

Cleaning- 3 Department Members Each Month

**City of West Branch
RECORDS DESTRUCTION FORM**

Page 1 of 1

CAUTION: A state record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. Any record subject to federal audit must be retained until the expiration of the audit period or the period specified in the City of West Branch Records Retention manual, whichever is later.

| | | |
|---|--|---|
| Departmental Destruction | | <input checked="" type="checkbox"/> I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Records Retention Schedule and that all audit and administrative requirements have been satisfied. <input checked="" type="checkbox"/> I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and all administrative requirements have been satisfied. Date approved by City Council: June 23, 2014 |
| Date of Records Destruction: June 24, 2014 Department Name: Administration – City Office | | |
| Destruction Method: Shredding _____ Discard _____ Outside Vendor <u> X </u> _____ Document Destruction & Recycling Services | | |
| Destruction Certificate: | | |

| Description of Records The contents of each box should be listed separately | Inclusive Dates | Retention Period | Record Type |
|--|---------------------------|------------------|----------------------------------|
| Claims for refunds of state fuel tax | 6-1-2000 to 12-31-2008 | 5 years | Financial Records |
| Agendas and Council Packets – Paper copies | 3-1-2009 to 5-31-2009 | 5 years | Administrative and Legal Records |
| Library US Bank Statements – Investments & Reconciliations | 1-1-2002 to 6-30-2003 | 5 years | Financial - Investments Revenue |
| Library Treasurer’s Reports | 10-1-2000 to 6-30-2007 | 5 years | Financial Records |
| Library US Bank Statements – M Gray Savings | 12-1-2001 to May 31, 2009 | 5 years | Financial - Investments Revenue |
| Library US Bank Statements – Krouth | 12-1-2000 to 5-31-2009 | 5 years | Financial - Investments Revenue |
| Annual Street Finance Reports | 7-1-1983 to 6-30-2008 | 5 years | Financial Records |
| | | | |

INSTRUCTIONS FOR FILLING OUT THE RECORDS DESTRUCTION FORM

1. Fill in the department name and date.
2. Locate a description of your records in the Records Retention Schedule and record.
3. Enter the description of the records in the “Description of Records” column.
4. Fill in the “Inclusive Dates” of the records. Please include month and year.
5. Fill in the “Retention Period” listed for the records in the Records Retention Schedule.
6. Fill in the “Record Type” of the records (for example, P= Paper, E=Electronic, etc.).
7. The completed *original* Records Destruction form must be maintained as a permanent record at the City Office.

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: Animal Control Commission Date: 6-9-14

Your Name: Neil Korsmo

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

How long have you been a resident of West Branch? 12 yrs.

Occupation: Retired Employer: —

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?

34 years with the National Park Service in managerial, supervisory, and day-to-day duties.

Grew up on a family farm in ND. Raised cattle, horses, and chickens. Cared for all the animals.

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

I have a lot of experience working with individuals and government entities at all levels to identify problems and issues, and come up with recommendations and solutions.

I also enjoy working with persons in small groups for the benefit of the community.

ORDINANCE NO. 724

AN ORDINANCE AMENDING TITLE CHAPTER 69 “PARKING REGULATONS”

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 69.08.66:

69.08 - NO PARKING ZONES

66. The north side of Greenview Drive beginning at the east property line of 5 Greenview Drive and extending west 320 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 23rd day of June, 2014.

First Reading: June 2, 2014

Second Reading: June 23, 2014

Third Reading:

Mark Worrell, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1202

A RESOLUTION APPROVING CITY OF WEST BRANCH MISSION STATEMENT

WHEREAS, a mission statement sums up an organization's direction and outlines goals for what the City of West Branch hopes to accomplish; and

WHEREAS, it is equally important that the City of West Branch communicates this Mission Statement to the public; and

WHEREAS, the proposed mission statement reflects the core goals of the City Council; and

WHEREAS, it is now necessary for the City Council to approve the mission statement, as amended, which includes sustainability as one of the City's core goals.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves the "City of West Branch Mission Statement," which reads as attached hereto on Exhibit "A."

Passed and approved this 23rd day of June, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

City of West Branch Mission Statement

Our mission is to preserve and enhance the City of West Branch as a historically-significant community with a safe, small town, family atmosphere, whose financial and physical resources are managed wisely through policies and programs which assure the long term health, sustainability, and vitality of the community.

(These minutes are not approved until the next Commission meeting.)

City of West Branch Planning & Zoning Commission Meeting
June 11, 2014
West Branch City Council Chambers, 110 North Poplar Street

Chair Roger Laughlin opened the meeting of the West Branch Planning and Zoning Commission at 6:35 p.m. by welcoming the audience and the following City Staff: Zoning Administrator Paul Stagg, Administrative Assistant Shanelle Peden, and City Engineer Dave Schechinger. Commission members Roger Laughlin (Chair), LeeAnn Aspelmeier, Helen Dauber, John Fuller, and Gary Slach. Commission members Trent Hansen and Molly Menard were absent.

Approve minutes from the May 28, 2014 Planning and Zoning Commission Meeting

Motion by Fuller to approve the minutes from the May 28, 2014 Commission meeting, second by Slach. AYES: Fuller, Slach, Aspelmeier, Dauber, Laughlin. NAYS: None. ABSENT: Hansen, Menard. Motion carried.

Approve West Branch High School Phase I Parking and Site Improvements Site Plan

Brian Boelk, with HBK Engineering LLC, addressed the Commission on behalf of his firm and in cooperation with Struxture Architects. Boelk noted that Phase I includes an expansion to the parking lot to include a total of 103 parking spaces. Boelk added that this would help with traffic flow, and the development of an additional turn lane would better organize traffic. Boelk said he had a request from the School District to add spaces for bus parking and a road to connect on the south side on school property, as well as removal of a crosswalk from the bus loading zone. Boelk noted that four new lights would be installed in the parking lot. Boelk mentioned that the topography of the land causes water to flow towards the creek, and that he is partnering with firms to develop stormwater detention cells and to complete the testing of soil infiltration rates. Boelk concluded his statements by saying that some future changes to curbs would also be necessary.

Laughlin asked if there would be water basins included. Boelk mentioned that if included, it would be an additional cost for the school district. Laughlin also asked about lighting on sidewalks, with Boelk noting that placement and connection to the rest of the city would be advisable. Fuller asked if a turning lane would be included, in which Boelk replied that it was not included in the proposed plans. Schechinger added that he met with the Metropolitan Planning Organization of Johnson County last week, and that he is awaiting additional recommendations based on their discussions. Aspelmeier asked if the student drop off area could be designed for better traffic flow. Aspelmeier also asked if the turn from the west could be modified so drivers would not have to make a sharp ninety degree turn into the campus. Fuller asked if a location for bicycle parking was included. Boelk noted that it was not requested but could be incorporated into a revision. Fuller also asked for placement of additional trees, to which Boelk responded that the superintendent had asked for placement of tall grasses on the property. In conclusion, Boelk noted that the project is proposed to begin late July, with an estimated completion of fall 2014.

Motion by Laughlin to approve the site plan, with stipulations to include the placement of bike racks and review of the lighting plan of the area, second by Fuller. AYES: Laughlin, Fuller, Aspelmeier, Dauber, Slach. NAYS: None. ABSENT: Hansen, Menard. Motion carried.

Old Business

Stagg provided some updates based on comments from the Commission's last meeting. Stagg noted that he visited with City Attorney Kevin Olson regarding the annexation of the Dog Park. Stagg noted that Olson indicated the property can only be annexed if adjacent property is to be included. Stagg added that annexation of the cemetery can be initiated by the Mayor through Council resolution. Fuller asked if recommendation from Commission would be useful. Stagg noted that he had asked Olson to draft a resolution for such. Stagg also mentioned that he and Public Works Director Matt Goodale observed the two homeowners on the new portion of North Maple Street as they backed out of their driveways. Slach said he was satisfied with the feedback provided. Stagg also noted that he had discussion with Police Chief Mike Horihan and City Administrator Matt Muckler regarding vehicles being unloaded in front of West Branch Ford. Stagg said he also spoke with West Branch Ford, who offered to have staff place cones out when delivery drivers are parked for unloading in the street. Stagg mentioned that he sent notification to the property owner at 111 North Downey Street to ask that the sidewalk be widened to match the north and south portions. Stagg concluded his statements by saying that he is in the process of developing a final plat checklist which incorporates information from both Chapter 170 and filing requirements from Cedar County, which would be presented at a future planning & zoning commission meeting.

New Business

Slach asked if staff had received any feedback from property owners regarding the annexation of the southwest portion of the industrial park area on the west side of South Downey/Baker Avenue. Stagg replied that no response has been received. Laughlin asked if the future land use map was in development. Schechinger noted that a basis exists within the Comprehensive Plan, and mentioned that he needs to have future discussion with Muckler regarding the map.

Motion by Slach to adjourn, second by Laughlin. Motion carried on a voice vote. Planning and Zoning Commission meeting adjourned at 7:21 pm.

RESOLUTION NO. 1206

RESOLUTION APPROVING WEST BRANCH HIGH SCHOOL PHASE 1 PARKING AND SITE IMPROVEMENTS SITE PLAN.

WHEREAS, the West Branch Community School District has heretofore submitted a proposed Site Plan to construct a parking lot and site improvements in the City of West Branch, Iowa (the "Project"); and

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

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

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

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

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

* * * * *

Passed and approved this 23rd day of June, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

(These minutes are not approved until the next Commission meeting.)

City of West Branch Planning & Zoning Commission Meeting
May 28, 2014
West Branch City Council Chambers, 110 North Poplar Street

Chair Roger Laughlin opened the meeting of the West Branch Planning and Zoning Commission at 6:30 p.m. by welcoming the audience and the following City Staff: Administrative Assistant Shanelle Peden and City Engineer Dave Schechinger. Commission members Roger Laughlin (Chair), LeeAnn Aspelmeier, Helen Dauber, John Fuller, and Gary Slach. Commission members Trent Hansen and Molly Menard were absent. Zoning Administrator Paul Stagg entered after roll call.

Approve minutes from the May 14, 2014 Planning and Zoning Commission Meeting

Motion by Fuller to approve the minutes from the May 14, 2014 Commission meeting, second by Laughlin. AYES: Fuller, Laughlin, Aspelmeier, Dauber, Slach. NAYS: None. ABSENT: Hansen, Menard. Motion carried.

Approve Brown Subdivision Preliminary Plat

Jim Lichty, representative of MMS Consultants, Inc. was on hand to answer questions regarding the preliminary and final plats for Brown Subdivision. Schechinger noted that the City would need a ten foot easement on the north side of Tidewater Drive through lot nine, as well as the ability to allow for telephone utility easements. Laughlin asked if the City would need a utility easement prior to developing. Schechinger noted that a public utility easement would be required in a future site plan. Laughlin asked if there would be lighting in the parking lot for vehicles, and if a connection to the Hoover Nature Trail or sidewalks have been included. Schechinger noted that development of such items would need to run along south side of property.

Motion by Fuller to approve the Brown Subdivision Preliminary Plat, with the conditions of allowing a utility easement for both the City of West Branch and Liberty Communications, second by Slach. AYES: Fuller, Slach, Aspelmeier, Dauber, Laughlin. NAYS: None. ABSENT: Hansen, Menard. Motion carried.

Approve Brown Subdivision Final Plat

Laughlin noted that the filing of the final plat clarifies the legal description of the subdivision with Cedar County.

Motion by Fuller to approve the Brown Subdivision Final Plat, with the conditions of allowing a utility easement for both the City of West Branch and Liberty Communications, second by Slach. AYES: Fuller, Slach, Aspelmeier, Dauber, Laughlin. NAYS: None. ABSENT: Hansen, Menard. Motion carried.

Old Business

Fuller asked about a follow up to the traffic study regarding the area around West Main Street. Schechinger noted that he is meeting with Kent Ralston from the Metropolitan Planning Organization of Johnson County on June 3, 2014 to review the report. Laughlin asked for an update on Ordinance 725. Stagg noted that it would be presented for a first reading to Council at

an upcoming meeting. Laughlin also asked for updates on the future annexations of Industrial Drive, the Dog Park, and the Municipal Cemetery.

New Business

Slach posed the question of how the City would define the access to the West Branch Middle School. Slach asked if the current access is public or private, and mentioned that he thought it may be difficult for homeowners to back out of their driveways and wondered if the City could do some reconstruction of the concrete in the area. Slach also mentioned that he would like to see an area created near West Branch Ford to allow for vehicle delivery which would not obstruct the traffic driving east or west on Main Street. Slach also asked who is responsible for the enforcement of weed removal in the Meadows and Pedersen Valley Subdivisions. Peden noted that staff had reviewed the City on May 27, 2014, and that letters were being sent to property owners later on in the week. Slach concluded his remarks by asking about a follow up from staff regarding Chapter 170 from the last meeting. Stagg referred Commission members to that section, in order to explain the final plat recording process. Stagg noted that a more defined process needs to be developed, once a final plat is approved by the Commission, then City Council. Stagg mentioned that recording currently takes upwards of six months, once all required documentation has been gathered and taken to the county. Schechinger noted that prior to a final plat approval, public improvements should either already be in place, or bonding guaranteeing completion should be filed with the City. Slach and Laughlin both noted that in years past, a final plat subdivision checklist existed. Dauber asked if additional information needs to be specified for recording of a final plat. Stagg noted that final plats can be approved, but that staff would prefer to present a complete list of documents, prior to Commission and subsequent Council approval.

RESOLUTION NO. 1207

A RESOLUTION APPROVING THE PRELIMINARY PLAT OF BROWN SUBDIVISION, A
SUBDIVISION TO WEST BRANCH, IA

WHEREAS the owner, Tidewater Realty, LLC, 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:

PART OF LOT M, LOCATED IN THE NORTH HALF OF THE SOUTH HALF OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 4, WEST OF THE 5TH PRINCIPAL MERIDIAN, WEST BRANCH, CEDAR COUNTY, IOWA, AS SHOWN IN AUDITOR'S BOOK 5, PAGE 252 IN THE CEDAR COUNTY AUDITOR'S OFFICE, EXCEPT THE WEST 233.34 FEET THEREOF; AND LOT 9 OF LACINA SUBDIVISION TO WEST BRANCH, CEDAR COUNTY, IOWA, EXCEPT THE SOUTH 10 FEET THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT M AS PER THE PLAT OF SURVEY RECORDED IN AUDITOR'S BOOK 5 AT PAGE 252 IN THE CEDAR COUNTY AUDITOR'S OFFICE; THENCE S87°48'55"W ALONG THE NORTH LINE OF SAID LOT M, 1046.18 FEET TO THE POINT OF BEGINNING; THENCE S02°11'05"E, 140.20 FEET; THENCE SOUTHWESTERLY, 125.12 FEET ALONG AN ARC OF A 240.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, WHOSE 123.71 FOOT CHORD BEARS S44°25'04"W; THENCE S29°28'58"W, 84.22 FEET; THENCE SOUTHWESTERLY, 177.57 FEET ALONG AN ARC OF A 240.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, WHOSE 173.55 FOOT CHORD BEARS S50°40'43"W; THENCE S71°52'27"W, 12.20 FEET; THENCE SOUTHWESTERLY, 54.13 FEET ALONG AN ARC OF A 470.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, WHOSE 54.10 FOOT CHORD BEARS S75°10'26"W; THENCE S78°28'25"W, 75.52 FEET; THENCE SOUTHWESTERLY, 164.83 FEET ALONG AN ARC OF A 380.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, WHOSE 163.54 FOOT CHORD BEARS S66°02'49"W; THENCE S53°37'13"W, 63.88 FEET TO THE EAST LINE OF LACINA SUBDIVISION TO WEST BRANCH, IOWA AS RECORDED IN BOOK 54 AT PAGES 114-130 IN THE CEDAR COUNTY RECORDER'S OFFICE; THENCE S53°38'48"W, 137.49 FEET TO THE WEST LINE OF LOT 9 OF SAID LACINA SUBDIVISION; THENCE N01°32'45"W ALONG SAID WEST LINE OF LOT 9 A DISTANCE OF 256.58 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE N73°49'09"E ALONG THE NORTHERLY LINE OF SAID LOT 9 A

DISTANCE OF 7.82 FEET; THENCE N01°30'49"W, 213.11 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 80 AND THE NORTHERLY LINE OF SAID LOT M; THENCE N73°51'29"E ALONG SAID NORTHERLY LINE OF LOT M, 426.35 FEET; THENCE N80°39'05"E ALONG SAID NORTHERLY LINE OF LOT M, 228.46 FEET; THENCE N87°48'55"E ALONG SAID NORTHERLY LINE OF LOT M, 76.59 FEET TO THE POINT OF BEGINNING, CONTAINING 5.84 ACRES AND IS 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 23rd day of June, 2014.

Mark Worrell, Mayor

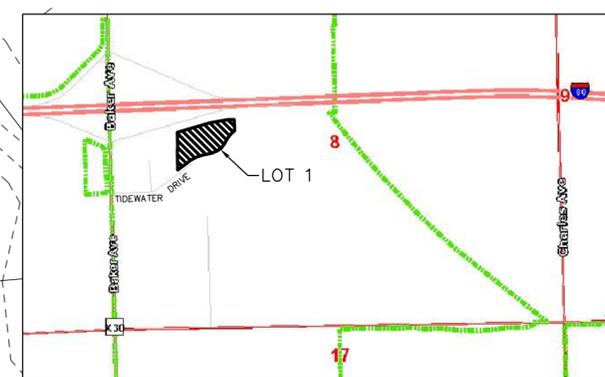
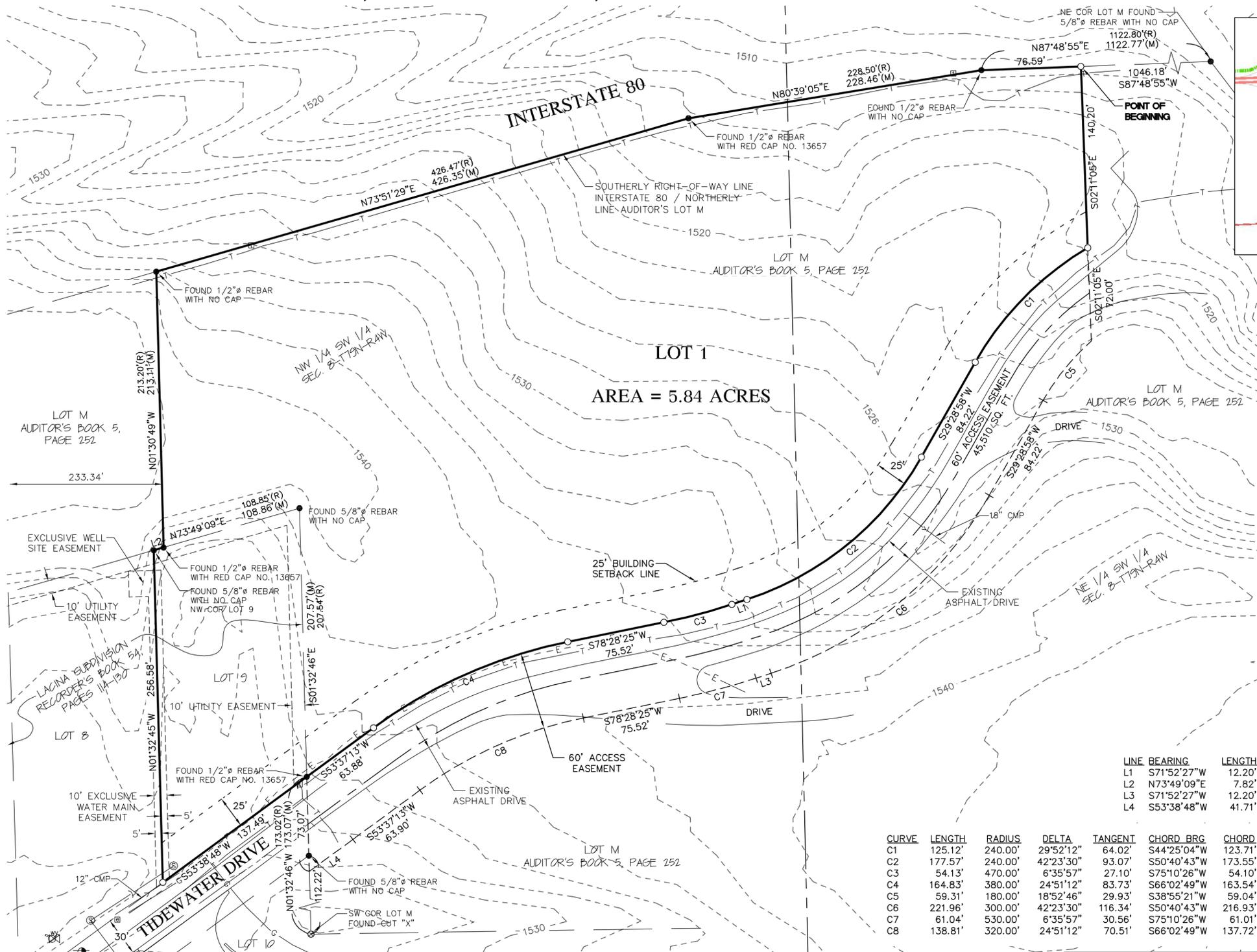
ATTEST:

Matt Muckler, City Administrator/Clerk

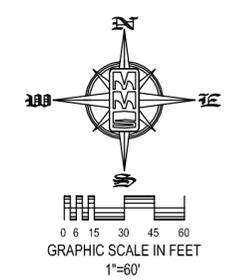
PRELIMINARY PLAT BROWN SUBDIVISION CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

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

OWNER/SUBDIVIDER:
TIDEWATER REALTY, LLC
C/O ANDY PETERSEN
1 TIDEWATER DR.
WEST BRANCH, IOWA



LOCATION MAP



DEVELOPMENT CHARACTERISTICS

CURRENT ZONING IS HCI - HIGHWAY COMMERCIAL INDUSTRIAL DISTRICT

HCI - HIGHWAY COMMERCIAL INDUSTRIAL DISTRICT

HCI REQUIREMENTS

| | |
|--------------------|---------|
| MINIMUM LOT AREA | NONE |
| FRONT YARD SETBACK | 25 FEET |
| SIDE YARD SETBACK | NONE |
| REAR YARD SETBACK | NONE |

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 |
| | 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 (2' INTERVAL) |
| | PROPOSED GROUND |
| | EXISTING GROUND |
| | EXISTING TREE LINE |
| | EXISTING DECIDUOUS TREE & SHRUB |
| | EXISTING EVERGREEN TREES & SHRUBS |

| LINE | BEARING | LENGTH |
|------|-------------|--------|
| L1 | S71°52'27"W | 12.20' |
| L2 | N73°49'09"E | 7.82' |
| L3 | S71°52'27"W | 12.20' |
| L4 | S53°38'48"W | 41.71' |

| CURVE | LENGTH | RADIUS | DELTA | TANGENT | CHORD BRG. | CHORD |
|-------|---------|---------|-----------|---------|-------------|---------|
| C1 | 125.12' | 240.00' | 29°52'12" | 64.02' | S44°25'04"W | 123.71' |
| C2 | 177.57' | 240.00' | 42°23'30" | 93.07' | S50°40'43"W | 173.55' |
| C3 | 54.13' | 470.00' | 6°35'57" | 27.10' | S75°10'26"W | 54.10' |
| C4 | 164.83' | 380.00' | 24°51'12" | 83.73' | S66°02'49"W | 163.54' |
| C5 | 59.31' | 180.00' | 18°52'46" | 29.93' | S38°55'21"W | 59.04' |
| C6 | 221.96' | 300.00' | 42°23'30" | 116.34' | S50°40'43"W | 216.93' |
| C7 | 61.04' | 530.00' | 6°35'57" | 30.56' | S75°10'26"W | 61.01' |
| C8 | 138.81' | 320.00' | 24°51'12" | 70.51' | S66°02'49"W | 137.72' |

NOTE:
PLEASE REFERENCE A PLAT OF SURVEY - RETRACEMENT RECORDED IN BOOK H AT PAGE 27 IN THE CEDAR COUNTY RECORDER'S OFFICE.

NOTE:
UTILITIES SHOWN ON PLAT ARE TAKEN FROM A COMBINATION OF CITY UTILITY MAPS AND FIELD SURVEY WORK. LOCATIONS ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION.

THE PROPERTY BEING PLATTED IS LOCATED IN OTHER AREAS ZONE X; AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. ACCORDING TO THE FIRM MAP No. 19031C0212C AND PANEL No. 0212C WITH AN EFFECTIVE DATE OF AUGUST 19, 2013.

LEGAL DESCRIPTION
PART OF LOT M, LOCATED IN THE NORTH HALF OF THE SOUTH HALF OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 4, WEST OF THE 5TH PRINCIPAL MERIDIAN, WEST BRANCH, CEDAR COUNTY, IOWA, AS SHOWN IN AUDITOR'S BOOK 5, PAGE 252 IN THE CEDAR COUNTY AUDITOR'S OFFICE, EXCEPT THE WEST 233.34 FEET THEREOF; AND LOT 9 OF LACINA SUBDIVISION TO WEST BRANCH, CEDAR COUNTY, IOWA, EXCEPT THE SOUTH 10 FEET THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT M AS PER THE PLAT OF SURVEY RECORDED IN AUDITOR'S BOOK 5 AT PAGE 252 IN THE CEDAR COUNTY AUDITOR'S OFFICE; THENCE S87°48'55"W ALONG THE NORTH LINE OF SAID LOT M, 1046.18 FEET TO THE POINT OF BEGINNING; THENCE S02°11'05"E, 140.20 FEET; THENCE SOUTHWESTERLY, 125.12 FEET ALONG AN ARC OF A 240.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, WHOSE 123.71 FOOT CHORD BEARS S44°25'04"W; THENCE S29°28'58"W, 84.22 FEET; THENCE SOUTHWESTERLY, 177.57 FEET ALONG AN ARC OF A 240.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, WHOSE 173.55 FOOT CHORD BEARS S50°40'43"W; THENCE S71°52'27"W, 12.20 FEET; THENCE SOUTHWESTERLY, 54.13 FEET ALONG AN ARC OF A 470.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, WHOSE 54.10 FOOT CHORD BEARS S75°10'26"W; THENCE S78°28'25"W, 75.52 FEET; THENCE SOUTHWESTERLY, 164.83 FEET ALONG AN ARC OF A 380.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, WHOSE 163.54 FOOT CHORD BEARS S66°02'49"W; THENCE S53°37'13"W, 63.88 FEET TO THE EAST LINE OF LACINA SUBDIVISION TO WEST BRANCH, IOWA AS RECORDED IN BOOK 54 AT PAGES 114-130 IN THE CEDAR COUNTY RECORDER'S OFFICE; THENCE S53°38'48"W, 137.49 FEET TO THE WEST LINE OF LOT 9 OF SAID LACINA SUBDIVISION; THENCE N01°32'45"W ALONG SAID WEST LINE OF LOT 9 A DISTANCE OF 256.58 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE N73°49'09"E ALONG THE NORTHERLY LINE OF SAID LOT 9 A DISTANCE OF 7.82 FEET; THENCE N01°30'49"W, 213.11 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 80 AND THE NORTHERLY LINE OF SAID LOT M; THENCE N73°51'29"E ALONG SAID NORTHERLY LINE OF LOT M, 426.35 FEET; THENCE N80°39'05"E ALONG SAID NORTHERLY LINE OF LOT M, 228.46 FEET; THENCE N87°48'55"E ALONG SAID NORTHERLY LINE OF LOT M, 76.59 FEET TO THE POINT OF BEGINNING, CONTAINING 5.84 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

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

| Date | Revision |
|------|----------|
|------|----------|

PRELIMINARY PLAT
BROWN SUBDIVISION

A PORTION OF THE
N 1/2 S 1/2 OF SEC. 8
T79N-R4W OF THE 5TH P.M.
CITY OF WEST BRANCH
CEDAR COUNTY
IOWA

MMS CONSULTANTS, INC.

Date: 5/13/2014

| | |
|-------------------------------|---------------------|
| Surveyed by: DL | Field Book No: 1063 |
| Drawn by: ARC | Scale: 1"=60' |
| Checked by: GDM | Sheet No: 1 |
| Project No: IOWA CITY 0344002 | of: 1 |

Prepared by: Kevin D. Olson, 1400 5th Street, Coralville, Iowa 52241 (319) 351-2277
Return to: City of West Branch, PO Box 218, West Branch, Iowa 52358 (319) 643-5888

RESOLUTION NO. 1208

A RESOLUTION APPROVING THE FINAL PLAT OF BROWN SUBDIVISION, A SUBDIVISION TO WEST BRANCH, IOWA

WHEREAS, the owner, Tidewater Realty, LLC, has filed with the City Clerk of the City of West Branch, Iowa, a Preliminary and Final Plat of the following described real estate situated within the corporate limits of the City of West Branch, Cedar County, Iowa, to-wit:

PART OF LOT M, LOCATED IN THE NORTH HALF OF THE SOUTH HALF OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 4, WEST OF THE 5TH PRINCIPAL MERIDIAN, WEST BRANCH, CEDAR COUNTY, IOWA, AS SHOWN IN AUDITOR'S BOOK 5, PAGE 252 IN THE CEDAR COUNTY AUDITOR'S OFFICE, EXCEPT THE WEST 233.34 FEET THEREOF; AND LOT 9 OF LACINA SUBDIVISION TO WEST BRANCH, CEDAR COUNTY, IOWA, EXCEPT THE SOUTH 10 FEET THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT M AS PER THE PLAT OF SURVEY RECORDED IN AUDITOR'S BOOK 5 AT PAGE 252 IN THE CEDAR COUNTY AUDITOR'S OFFICE; THENCE S87°48'55"W ALONG THE NORTH LINE OF SAID LOT M, 1046.18 FEET TO THE POINT OF BEGINNING; THENCE S02°11'05"E, 140.20 FEET; THENCE SOUTHWESTERLY, 125.12 FEET ALONG AN ARC OF A 240.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, WHOSE 123.71 FOOT CHORD BEARS S44°25'04"W; THENCE S29°28'58"W, 84.22 FEET; THENCE SOUTHWESTERLY, 177.57 FEET ALONG AN ARC OF A 240.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, WHOSE 173.55 FOOT CHORD BEARS S50°40'43"W; THENCE S71°52'27"W, 12.20 FEET; THENCE

SOUTHWESTERLY, 54.13 FEET ALONG AN ARC OF A 470.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, WHOSE 54.10 FOOT CHORD BEARS S75°10'26"W; THENCE S78°28'25"W, 75.52 FEET; THENCE SOUTHWESTERLY, 164.83 FEET ALONG AN ARC OF A 380.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, WHOSE 163.54 FOOT CHORD BEARS S66°02'49"W; THENCE S53°37'13"W, 63.88 FEET TO THE EAST LINE OF LACINA SUBDIVISION TO WEST BRANCH, IOWA AS RECORDED IN BOOK 54 AT PAGES 114-130 IN THE CEDAR COUNTY RECORDER'S OFFICE; THENCE S53°38'48"W, 137.49 FEET TO THE WEST LINE OF LOT 9 OF SAID LACINA SUBDIVISION; THENCE N01°32'45"W ALONG SAID WEST LINE OF LOT 9 A DISTANCE OF 256.58 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE N73°49'09"E ALONG THE NORTHERLY LINE OF SAID LOT 9 A DISTANCE OF 7.82 FEET; THENCE N01°30'49"W, 213.11 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 80 AND THE NORTHERLY LINE OF SAID LOT M; THENCE N73°51'29"E ALONG SAID NORTHERLY LINE OF LOT M, 426.35 FEET; THENCE N80°39'05"E ALONG SAID NORTHERLY LINE OF LOT M, 228.46 FEET; THENCE N87°48'55"E ALONG SAID NORTHERLY LINE OF LOT M, 76.59 FEET TO THE POINT OF BEGINNING, CONTAINING 5.84 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD; and

WHEREAS, the Preliminary and Final Plats have been examined by the Planning and Zoning Commission of the City of West Branch, Iowa, which recommends that such Plats be accepted and approved; and

WHEREAS, the City Council of the City of West Branch, Iowa finds that said Preliminary and Final Plats comply with the statues 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 that said plat named and designated as Brown Subdivision, an Addition to the City of West Branch, Cedar County, Iowa, be and the same is hereby approved and accepted by the City Council of the City of West Branch, Iowa, subject to the filing of the required certificates, subject to the signing of the Subdivider's Agreement, and subject to completion of final inspection requirements. The Mayor and City Clerk of the City of West Branch, Iowa, are hereby authorized and directed to certify upon said Plat the examination, consent, approval and acceptance of the same by the City Council of the City of West Branch, in order that said Plat may be recorded in the Office of the County Recorder among the real estate records of Cedar County, Iowa.

PASSED, APPROVED, AND ADOPTED THIS 23rd DAY OF JUNE, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION 1209

A RESOLUTION SETTING THE SALARY FOR AN APPOINTED OFFICER OF THE CITY OF WEST BRANCH, IOWA FOR THE FISCAL YEAR 2014-2015.

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

Section 1. The following person and position named shall be paid the salary indicated and the City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions for the amounts set out below, bi-weekly, and make such contributions to IPERS and Social Security or other purposes as required by law or authorization of the Council:

| Position | Name | Wage | Basic Hours |
|--------------------|--------------|----------|-------------|
| City Administrator | Matt Muckler | \$82,296 | Salary |

SECTION 2. The above employee is subject to the City of West Branch Personnel Policies and Procedures applicable to their department.

SECTION 3. This resolution will be effective upon final passage of the City Council.

SECTION 4. The salary established in this resolution shall be effective July 1st, 2014.

Passed and Approved this 23rd day of June, 2014.

Mark Worrell, Mayor

ATTEST:

Dawn Brandt, Deputy City Clerk

RESOLUTION 1210

A RESOLUTION SETTING SALARIES FOR AN EMPLOYEE OF THE CITY OF WEST BRANCH, IOWA FOR THE FISCAL YEAR 2014-2015.

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

Section 1. The following person and position named shall be paid the salaries or hourly wages indicated and the City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions for the amounts set out below, semi-monthly, and make such contributions to IPERS and Social Security or other purposes as required by law or authorization of the Council:

| Position | Name | Hourly Wage | Basic Hours |
|---------------------------------------|---------------|-------------|-------------|
| Park & Rec Part-Time Season Employee, | Kassie Bailey | \$10.00/hr | 20/week |

SECTION 2. The above named employee is subject to the City of West Branch Personnel Policies and Procedures applicable to their department.

SECTION 3. This resolution will be effective upon final passage of the City Council.

SECTION 4. The hourly wages and salaries established in this resolution shall be effective July 1, 2014.

Passed and Approved this 23rd day of June, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1211

A RESOLUTION APPROVING AN AGREEMENT WITH THE EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION FOR FUNDRAISING SERVICES IN AN AMOUNT NOT TO EXCEED \$5,000.

WHEREAS, the City of West Branch has recently purchased an approximate 18-acre parcel off the northerly extension of Scott Drive in Pedersen Valley intended to serve as a future park space; and

WHEREAS, the City Council has previously approved a comprehensive park planning process for this space and the five other city parks; and

WHEREAS, that comprehensive park planning process is currently underway and has produced a preliminary site plan for this future park space; and

WHEREAS, the Park & Recreation Commission and city staff believe that an updated community center building plan is needed to move forward; and

WHEREAS, city staff briefed the City Council on this need at the May 5, 2014 City Council Meeting and distributed a request for proposals for the West Branch Community Center Plan Project on May 7, 2014; and

WHEREAS, the request for proposals included the review of existing documentation and four meetings including a an open house charrette to gather public feedback; and

WHEREAS, the deliverables on the project would include a rendered site plan, rendered floor plans of each level, rendered elevations of each side, a rendered perspective and a cost opinion of probable total project costs; and

WHEREAS, the City Council approved a proposal from FEH Associates Inc. for the West Branch Community Center Building Plan Project; and

WHEREAS, City Staff is now recommending that efforts are undertaken to commence fundraising activities to assist in paying for the project; and

WHEREAS, City Staff was presented with a proposal for fundraising services from the East Central Intergovernmental Association; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves an agreement with the East Central Governmental Association for fundraising services in an amount not to exceed \$5,000.

Passed and approved this 23rd day of June 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Dear Matt:

Thank you for meeting with Jennifer Walker to discuss fundraising strategies for the West Branch Community Center. I am pleased to provide you with a proposal that outlines ECIA's fundraising services.

ECIA staff will provide fundraising services based on our ECIA approved billable hourly rates of \$77.00/hour for Project Coordinators. We propose to bill your organization by the hour with total cost not to exceed \$5,000 for fundraising services. The City of West Branch will be billed in addition to the hourly rates for costs of printing, copying and miscellaneous supplied to complete any fundraising activities. Jennifer Walker, project coordinator, will be the designated lead for fundraising and Marla Quinn, grants and development coordinator, will be the contact for grant-related fundraising.

Fundraising scope of work to be performed by ECIA could include:

- Case Statement
- Feasibility Study
- Scale of Giving
- Timelines
- Board Development related to fundraising
- Fundraising calls
- Grant research, writing and administration

If the above scope of work and cost estimate is acceptable for fundraising activities, please sign and date as indicated on the second page of this letter. Keep one copy for your files and return one original to ECIA for our files.

We look forward to working with your organization! Should you have any questions, please contact Jennifer or me.

Sincerely,



Kelley Hutton Deutmeyer
Executive Director

cc: Jennifer Walker, Project Coordinator
Marla Quinn, Grants and Development Coordinator

Signed:

City of West Branch

Date

Attest

Date

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 OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE 2 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 Hall, 110 North Poplar Street, West Branch, Iowa, on the 23rd day of June, 2014 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 Oliphant Street Sidewalk Improvements – Phase 2 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 19th day of June, 2014, for the construction of Oliphant Street Sidewalk Improvements – Phase 2 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 23rd 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:

OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE 2

Provide all labor, equipment and materials necessary to construct approximately 700 square yards of 5' wide sidewalk along Oliphant Street. This Sidewalk Improvements Project will include removal and replacement of 6" thick PCC driveways, removal of trees and bushes, removal of 59 feet of PCC Curb, installation of sidewalk ramps and detectable warning devices, sub-grade preparation, grading, construction staking, surface restoration, and miscellaneous associated work, including cleanup.

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

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

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

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

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

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

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.

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 August 15, 2014.

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

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

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

of the City Council of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payments will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

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

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

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from TECHNIGRAPHICS, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240. Contact Jill Chambers at 319-354-5950 or email jchambers@techiowa.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

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1212

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, ESTIMATE OF COST AND FORM OF CONTRACT FOR THE OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE II PROJECT.

WHEREAS, the City Council of the City of West Branch, Iowa, has heretofore deemed it necessary and desirable make certain improvements to the City’s sidewalk systems to create a sidewalk network that allows children to use sidewalks to get to their respective school buildings, said project having been referred to as the Oliphant Street Sidewalk Improvements – Phase II (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, 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.

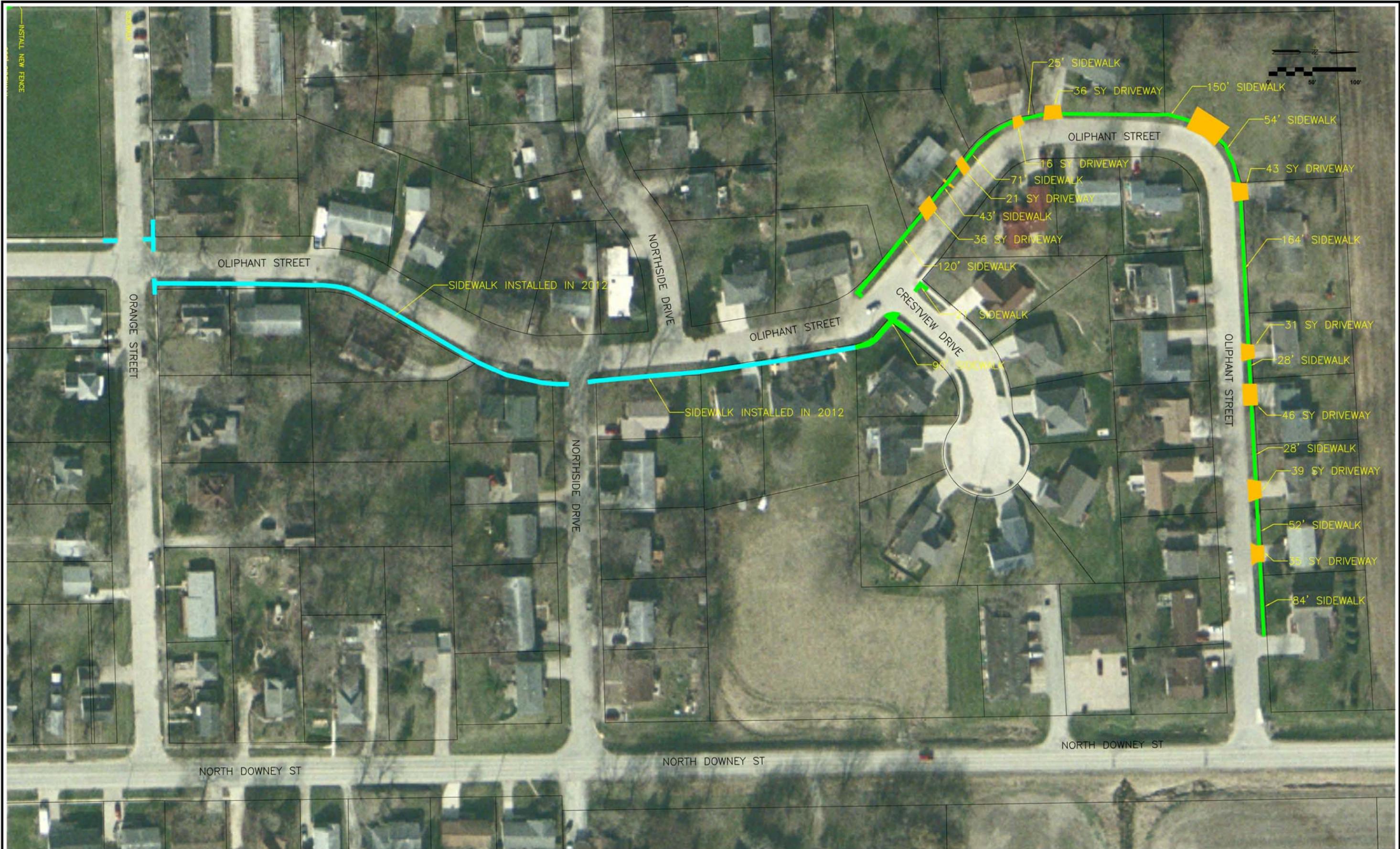
* * * * *

Passed and approved this 23rd day of June, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



| DATE | REVISIONS | SCALE | AS NOTED |
|------|-----------|------------|----------|
| | | DRAWN | DRS |
| | | CHECKED | ### |
| | | APPROVED | ### |
| | | DATE | 8-16-12 |
| | | ISSUED FOR | ESTIMATE |

VERIFY SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING.
 0 1"
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



West Branch
Iowa

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

OLIPHANT STREET SIDEWALK

| DWG. NO. |
|----------|
| 1 |
| ### |

Oliphant Street Sidewalk (5' Wide)

(Crestview Drive to North Downey)

| Item | Length (ft) | Width (ft) | Quantity | Unit | Unit Price | Total Cost |
|-------------------------|-------------|------------|----------|------|---------------------------|---------------------|
| 4" PCC Sidewalk 5' Wide | 850 | 5 | 4,250.00 | SF | \$ 4.50 | \$ 19,125.00 |
| ADA Detectable Warning | | | 20.00 | SF | \$ 100.00 | \$ 2,000.00 |
| 6" PCC Driveway | | | 310.00 | SY | \$ 40.00 | \$ 12,400.00 |
| Curb Remove & Replace | | | 20.00 | LF | \$ 25.00 | \$ 500.00 |
| Grading | 850 | 15 | 710.00 | CY | \$ 10.00 | \$ 7,100.00 |
| Tree Removal | | | | LS | \$ 500.00 | \$ 500.00 |
| Pavement Marking & Sign | | | | LS | \$ 1,000.00 | \$ 1,000.00 |
| Topsoil & Sod | | | | LS | \$ 5,000.00 | \$ 5,000.00 |
| Construction Staking | | | | LS | \$ 3,000.00 | \$ 3,000.00 |
| Traffic Control | | | | LS | \$ 2,500.00 | \$ 2,500.00 |
| | | | | | Subtotal | \$ 53,125.00 |
| | | | | | 10% Cont. | \$ 5,325.00 |
| | | | | | Subtotal | \$ 58,450.00 |
| | | | | | Preliminary Engineering | \$ 7,000.00 |
| | | | | | Easement Preparation (13) | \$ 6,500.00 |
| | | | | | Construction Admin | \$ 2,500.00 |
| | | | | | Inspection | \$ 5,200.00 |
| | | | | | Total | \$ 79,650.00 |
| | | | | | | \$ 21,200.00 |

SPECIFICATIONS

FOR

***OLIPHANT STREET SIDEWALK IMPROVEMENTS –
PHASE 2***

WEST BRANCH, IOWA



SPECIFICATIONS
FOR
OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE 2
WEST BRANCH, IOWA

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:

Date:



06/04/2014



Leland J. Belding, III., P.E.
Iowa License No. 15046
My license renewal date is December 31, 2015

Detailed parts covered by this seal:

ALL

Prepared by
VEENSTRA & KIMM, INC.
Coralville,
Iowa

INDEX

OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE 2
WEST BRANCH, IOWA

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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 OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE 2 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 Hall, 110 North Poplar Street, West Branch, Iowa, on the 23rd day of June, 2014 at 6:30 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 Oliphant Street Sidewalk Improvements – Phase 2 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 19th day of June, 2014, for the construction of Oliphant Street Sidewalk Improvements – Phase 2 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 23rd 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:

OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE 2

Provide all labor, equipment and materials necessary to construct approximately 700 square yards of 5' wide sidewalk along Oliphant Street. This Sidewalk Improvements Project will include removal and replacement of 6" thick PCC driveways, removal of trees and bushes, removal of 59 feet of PCC Curb, installation of sidewalk ramps and detectable warning devices, sub-grade preparation, grading, construction staking, surface restoration, and miscellaneous associated work, including cleanup.

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

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

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

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

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

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

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 August 15, 2014.

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

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

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

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

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

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from TECHNIGRAPHICS, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240. Contact Jill Chambers at 319-354-5950 or email jchambers@techiowa.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

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator

INSTRUCTIONS TO BIDDERS

OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE 2 WEST BRANCH, IOWA

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1. DEFINITION OF TERMS

- A. "Owner", and "City" shall mean the City of West Branch, Iowa, acting through the City Council or an authorized representative of the City Council.
- B. "Person" shall mean any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee or referee, whether appointed by a court or otherwise, and any combination of individuals.
- C. "Bidder" shall mean any person who submits a proposal to furnish the work described in the Contract Documents.
- D. "Contractor" shall mean the person with whom the Owner may enter into contract for the execution of the work specified.
- E. "Subcontractor" shall mean the person supplying materials, labor, equipment and appurtenances for the work, such person having contractual relations with the Contractor, but not with the Owner.
- F. "Engineer" shall mean VEENSTRA & KIMM, INC., Coralville, Iowa.
- G. "Standard Drawings" shall mean construction detail drawings bound with these specifications.
- H. "Work" shall mean the work to be done and the equipment, supplies and materials to be furnished under the contract, unless some other meaning is indicated by the context.

I. "Station", "Sta." shall mean one hundred (100) linear feet measure.

2. CONTRACT DOCUMENTS

A. Contract Documents, sometimes referred to as the "plans and specifications", shall mean and include the following parts as used herein:

1. Notice of Hearing and Letting
2. Instructions to Bidders
3. Proposal
4. Contract
5. Bond
6. General Conditions
7. Special Conditions
8. Plans List
9. Detailed Specifications
10. Plans listed in the Specifications
11. Numbered addenda issued to the foregoing.

3. METHOD OF BIDDING

A. Bidders shall submit unit and lump sum prices for work covered by the plans and specifications. Prices shall cover complete work and include all costs incidental thereto, unless indicated otherwise.

B. Bids will be computed using quantities shown on Proposal. Where unit price bids are called for, quantities are approximate and only for comparison of bids. Engineer retains right to change location, quantities and combination of units be required during progress of construction. Compensation due Contractor will be computed on basis of final quantities of completed work.

C. In the event of discrepancies between unit prices and unit price extensions listed in bidder's proposal, unit prices shall govern and unit price extensions shall be corrected, as necessary, for agreement with unit prices. The total price will be determined on the basis of corrected extensions of the unit price.

D. Unit prices for payment items included in the specifications, but not listed in the Proposal, will be negotiated, if needed.

4. QUALIFICATIONS OF BIDDERS

- A. Bidders shall be prepared to satisfy Owner as to integrity, experience, adequacy of equipment and personnel, and financial ability to perform work specified.
- B. If successful bidder is a non-Iowa corporation, he shall submit proof to Owner prior to execution of contract that he has been authorized by Secretary of State to do business in Iowa.

5. SUBMISSION OF BIDS

- A. Bidders shall submit the Proposal stamped "Official Bid" and the Proposal stamped "Engineer's Copy". The Proposal stamped "Official Bid" is considered the original Proposal and shall be used for bidding. The copy of the Proposal stamped "Engineer's Copy" is for the use of the Engineer. The copy of the Proposal stamped "Bidder's Copy" is for the use of the Bidder. Submit in a sealed envelope. Envelope shall bear return address of the bidder and shall be addressed as follows:

To:

City Clerk
City of West Branch
110 Poplar Street
West Branch, IA 52358

Proposal for:

Oliphant Street Sidewalk Improvements –
Phase 2

- B. Bids shall be signed by a legally authorized representative of the bidder.
- C. Bidders shall submit the specified bid security with the Proposal.

6. EVALUATION OF BIDS

- A. Award of contract will be made on the lowest, responsive, responsible bid that is in the best interest of the City of West Branch.
- B. Time of completion of the work, delivery dates, experience and responsibility of the bidder will be considered in determining which bid is in the Owner's best interests.
- C. Low bid will be determined on basis of lowest responsive bid from responsible bidder.

7. WITHDRAWAL OF BIDS

- A. A bidder may withdraw his bid at any time prior to scheduled closing time for a receipt of bids, but no bid shall be withdrawn for a period of 30 calendar days from the date of receiving bids.

8. BID SECURITY

- A. Each bid shall be accompanied by bid security in the form and amount set out in the Notice of Hearing and Letting.
- B. Bid security shall be enclosed in the sealed envelope with the bid or in a separate sealed envelope.
- C. The bid security shall be forfeited and become the property of the Owner in case the Bidder fails or refuses to enter into contract and to furnish bond within 10 calendar days after his proposal shall have been accepted.
- D. Bid security of the unsuccessful bidders will be returned as soon as the successful bidder is determined or within 30 calendar days, whichever is sooner; bid security of successful bidder will be returned upon execution of contract and furnishing of bond.
- E. Bidders shall use bid bond form included with specifications.

9. EXAMINATION OF WORK

- A. Bidders shall familiarize themselves with the specifications and with all conditions which will affect construction. It will be assumed that bidders have made a personal examination of the job and the physical conditions affecting the work.

10. EXECUTION OF CONTRACT

- A. The successful bidder shall enter into a written contract with the Owner, within 10 days after acceptance of his proposal on the forms included with these specifications, for the performance of the work awarded to him.
- B. The contract, when executed, shall be deemed to include the entire agreement between the parties hereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by any representative of the Owner or any other person.

11. CONTRACT TERMINATION

A. Provisions of law, as contained in Chapter 573A of the Code of Iowa shall apply to and be a part of this contract. Chapter 573A provides for termination of contracts for construction of public improvements when construction or work thereon is stopped because of a national emergency. The provisions of Chapter 573A shall be binding upon all parties thereto, including subcontractors and sureties upon any bond given or filed in connection therewith.

12. TAXES

A. The City will issue a sales tax exemption certificate for all materials purchased on the project. The City will issue the appropriate tax exemption certificates and authorization letters to the Contractor and all subcontractors completing work on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

B. Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. Contractor and subcontractors may make copies of the certificate and provide, to each supplier providing construction material, a copy of the tax exemption certificate.

C. Successful bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law. If successful bidder is a non-Iowa partnership, individual or association, he shall furnish evidence prior to execution of contract, that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

13. PREFERENCE FOR LABOR AND MATERIALS

A. 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; provided that the award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid. The Iowa Reciprocal Preference Act (SF 2160) applies to the contract with respect to bidders who are not Iowa residents.

14. PAYMENT

- A. Payment will be made in accordance with the payment provisions set out in Notice of Hearing and Letting.
- B. Payment will be made on the basis of estimates prepared by Contractor and approved by Engineer, solely for the purpose of payment; approval by Engineer shall not be deemed approval of workmanship or materials.

15. APPROVAL OF MATERIALS

- A. Approval of substitutions of any materials or equipment other than that specified shall be obtained in writing from Engineer. Otherwise, it will be assumed Contractor will furnish materials or equipment specified.

16. PERIOD OF GUARANTEE AND BOND

- A. Contractor shall guarantee work for period of four (4) years from date of final acceptance as provided for in the Code of Iowa. Surety bond furnished by Contractor shall run for a like period.

PROPOSAL

OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE 2
WEST BRANCH, IOWA

Name of Bidder _____

Address of Bidder _____

To: City Council
City of West Branch
110 Poplar Street
West Branch, Iowa 52358

The undersigned bidder submits herewith bid security amounting to five percent (5%) of the total amount of the bid which shall become the property of the City of West Branch should the undersigned fail or refuses to execute a contract and to furnish bond as called for in the specifications within the time provided.

The undersigned bidder, having examined the Contract Documents, and having familiarized himself with the nature and location of the work to be done and the conditions under which the work will be performed, hereby proposes to provide the required labor, services and materials and to perform the work described in the specifications, and addenda __, __, __, __ and __, within the time and for the sum or sums stated hereinafter on attached proposal schedule, which proposal schedule is hereby made a part of this Proposal.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this proposal is made in conformity with the specifications and agrees that in the event of any discrepancies or differences between any conditions of his proposal and the specifications prepared by VEENSTRA & KIMM, INC., that the provisions of the latter shall prevail.

Bidder _____

By _____

Title _____

PROPOSAL SCHEDULE

OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE 2

1. Construct Oliphant Street Sidewalk Improvements – Phase 2 for the following unit and lump sum prices:

| <u>Description</u> | <u>Unit</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Extended Price</u> |
|-----------------------------|-------------|-------------------------------|-----------------------|---------------------------|
| 1.1 Clearing and Grubbing | Unit | 53 | \$ _____ | \$ _____ |
| 1.2 Excavation | CY | 234 | _____ | _____ |
| 1.3 Pavement Removal | | | _____ | _____ |
| 1.3.1 Curb & Gutter | LF | 59 | _____ | _____ |
| 1.3.2 Sidewalk | SY | 106 | _____ | _____ |
| 1.3.3 PCC Driveway | SY | 406 | _____ | _____ |
| 1.4 Reinforced PCC Sidewalk | | | _____ | _____ |
| 1.4.1 4" | SY | 569 | _____ | _____ |
| 1.4.2 6" | SY | 130 | _____ | _____ |
| 1.5 Detectable Warning | SF | 50 | _____ | _____ |
| 1.6 PCC Curb & Gutter | LF | 59 | _____ | _____ |
| 1.7 PCC Driveway | SY | 317 | _____ | _____ |
| 1.8 Construction Survey | LS | xxxxx | xxxxxx | _____ |
| 1.9 Traffic Control | LS | xxxxx | xxxxxx | _____ |
| 1.10 Mobilization | LS | xxxxx | xxxxxx | _____ |
| 1.11 Sod | Sq. | 158 | _____ | _____ |
| TOTAL BID | | | | |
| (Items 1.1 - 1.11) | | | \$ _____ | |

2. The work will commence within ten (10) calendar days after the date set forth in written Notice to Proceed. All work on the project shall be completed as set out in the Notice of Hearing and Letting.
3. Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that the 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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____ of _____ as Principal and _____

_____ of _____

as Surety, are held and firmly bound unto the City of West Branch, Iowa, hereinafter defined as Obligee, in the penal sum of five percent (5%) of the total amount of the bid (\$ _____), for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the City of West Branch, Iowa, a certain bid, in a sealed envelope, and hereby made a part hereof to enter into a contract in writing, for: Oliphant Street Sidewalk Improvements – Phase 2.

NOW THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void or in the event of the failure of the Principal to enter such contract and give such bond, the Principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 2014.

Principal

By _____
Contractor's Signature

Surety

By _____
Attorney-in-Fact

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the City of West Branch, Iowa, party of the first part, hereinafter referred to as the "Owner", and _____, party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and proposal blanks, dated the _____ day of _____, 2014, for Oliphant Street Sidewalk Improvements – Phase 2, under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said specifications and proposal blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the proposal of the Contractor for the work, as follows:

2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

A. Contract Documents, including:

1. Notice of Hearing and Letting
2. Instructions to Bidders
3. Proposal
4. Bond
5. General Conditions
6. Special Conditions
7. Plans List
8. Detailed Specifications
9. Plans listed in the specifications.
10. Numbered addenda issued to the foregoing.

B. This Instrument.

C. The above components are complementary and what is called for by one shall be as binding as if called for by all.

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seal the date first written above.

CONTRACTOR

CITY OF WEST BRANCH, IOWA

By _____

Mayor

Title _____

ATTEST:

ATTEST:

City Administrator

Title _____

BOND

KNOW ALL MEN: That we, _____,
of _____, hereinafter called the Principal, and
_____,
hereinafter called the surety, are held and firmly bound unto the City of West Branch,
Iowa, hereinafter called the Owner in the sum of _____
Dollars (\$ _____), for the payment whereof the Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly, by these presents.

WHEREAS, the principal has, by means of a written Agreement dated _____,
2014, entered into a Contract with the Owner for Oliphant Street Sidewalk Improvements
– Phase 2 Project, which Agreement includes a guarantee of all work against defective
workmanship and materials for a period of two (2) years from the date of final acceptance
of the work by the Owner, a copy of which Agreement is by reference made a part hereof;

NOW, THEREFORE, the condition of this Obligation is such that, if the Principal shall
faithfully perform the Contract on his part and shall fully indemnify and save harmless the
Owner from all costs and damage which he may suffer by reason of failure so to do and
shall fully reimburse and repay the Owner all outlay and expense which the Owner may
incur in making good any such default,

And Further, that if the Principal shall pay all persons who have contracts directly with the
Principal for labor or materials, failing which such persons shall have a direct right of
action against the Principal and Surety under this Obligation, subject to the Owner's
priority,

Then this Obligation shall be null and void, otherwise it shall remain in full force and
effect.

Provided, however, that no suit, action or proceeding by reason of any default whatever
shall be brought on this Bond after three (3) years from the date of final acceptance of the
work.

And Provided, that any alterations which may be made in the terms of the Contract, or in
the work to be done under it, or the giving by the Owner of any extension of time for the
performance of the Contract, or any other forbearance on the part of either the Owner or
the Principal to the other shall not in any way release the Principal and the Surety, or
either of them, their heirs, executors, administrators, successors or assigns from their
liability hereunder, notice to the Surety of any such alteration, extension or forbearance
being hereby waived.

And Further Provided, the Principal and Surety on this Bond hereby agree to pay all
persons, firms, or corporations having contracts directly with the Principal or with
subcontractors all just claims due them for labor performed or material furnished, in the
performance of the Contract on account of which this Bond is given, when the same are
not satisfied out of the portion of the contract price which the Owner shall retain until
completion of the improvements, but the Principal and Surety shall not be liable to said
persons, firms, or corporations unless the claims of said complaints against said portions of
the contract price shall have been established as provided by law.

The Surety on this Bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than three (3) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this ____ day of _____, 2014.

PRINCIPAL:

Contractor

Signature

Title

SURETY:

Surety Company

Signature, Attorney-in-Fact

Name of Attorney-in-Fact

Company Name

Company Address (Including Zip Code)

Company Telephone Number

GENERAL CONDITIONS

OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE 2 WEST BRANCH, IOWA

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1. CONTRACT DOCUMENTS

- A. All documents listed or identified as part of contract are each and all essential and component parts of agreement between Owner and Contractor.
- B. Contract Documents shall be signed in triplicate by Owner and Contractor.
- C. Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment and transportation necessary for proper execution of work. It is not intended that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly noted. Materials or work described in words, which have a well known technical or trade meaning, shall be held to refer to such recognized standards.

2. SURETY BOND

A. Contractor shall furnish a good and sufficient surety bond in full amount of contract prior to signing contract. Surety bond shall guarantee faithful performance of all provisions of contract and payment of all bills and obligations arising from said contract. Should surety become irresponsible during time contract is in force, Owner may require additional and sufficient sureties. Contractor shall furnish said additional sureties to satisfaction of Owner within ten (10) days after written notice to do so. In default thereof, contract may be suspended as hereinafter provided.

3. CONTRACTOR'S RESPONSIBILITY

A. Contractor shall assume full responsibility for safekeeping of all materials and equipment and for all unfinished work until final acceptance by Owner. Materials and equipment which are damaged or destroyed from any cause shall be replaced at Contractor's expense.

B. Contractor shall indemnify and save harmless Owner against any liens filed for non-payment of Contractor's bills in connection with contract work. Contractor shall furnish Owner satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type, under the contract have been fully paid prior to acceptance of work by Owner.

C. Contractor shall erect and maintain such barriers and lights as will prevent accidents as a consequence of its work. It shall indemnify and save harmless the Owner and its agents from all suits brought against Contractor for any injuries received or sustained by any person or persons by or through Contractor, its servants, or agents, in construction of work, or by or in consequence of any acts or omissions or negligence in performing contract work.

4. SUBCONTRACTS

A. Contractor shall not assign, sub-let or transfer the whole or any part of work herein specified without written consent of Owner. Assignment, sub-letting or transfer shall not relieve Contractor from its responsibilities set forth herein.

- B. Detailed specifications are separated into titled parts for convenience or reference and to facilitate letting of contracts and subcontracts. Such arrangement shall not obligate Engineer to establish limits on contracts between Contractors and subcontractors.

5. CONTRACTOR'S EMPLOYEES

- A. Contractor shall personally supervise its work or provide a capable superintendent satisfactory to Engineer. Superintendent shall be authorized to receive instructions from Engineer.
- B. Incompetent or incorrigible employees shall be dismissed by the Contractor or its representative when requested by Engineer. Such dismissed persons shall not be permitted to return to work without written consent of Engineer.
- C. Contractor shall give preference to local labor in execution of this contract, insofar as is practicable.

6. PERMITS AND REGULATIONS

- A. In execution of work specified herein, Contractor shall conform to regulations and ordinances of any governmental body which may apply in execution of specified work. Contractor shall obtain such permits and licenses as may be required for construction of work.

7. PATENTS

- A. All fees or royalties for patented inventions, equipment or arrangements used in construction or erection of work, or any part thereof, shall be included in contract price. Contractor shall protect and hold harmless Owner against any and all claims or litigation by reason of infringement of any patent rights on any materials, equipment of construction furnished by Contractor.

8. GUARANTEE

- A. Contractor shall guarantee all work against faulty workmanship and materials for the period specified after date of final acceptance of work by Owner unless otherwise set out in "SPECIAL CONDITIONS" or "INSTRUCTIONS TO BIDDERS." Contractor shall repair or replace any defective workmanship and materials in a manner acceptable to Owner, without expense to Owner, within ten (10) days after written notification by Owner of such defect. If said repairs or replacements are not made within ten (10) days, Owner may make said repairs or replacements and charge the cost to Contractor.

- B. Contractor shall provide Owner with a good and sufficient surety maintenance bond in the full amount of contract prior to signing contract. Maintenance bond shall run for the period specified from time of acceptance to protect Owner from faulty workmanship and materials as outlined in preceding paragraph.

9. SHOP DRAWINGS

- A. Contractor shall provide Engineer with drawings, data and information regarding materials or equipment specified, or as may be called for by Engineer, for its review, within a reasonable time after award of contract. After review, Engineer shall return to Contractor one copy within a reasonable time after receipt.
 - 1. Submit 5 copies of all shop drawing submittals.
- B. Fabrication and shipment of materials or equipment prior to Engineer's review of drawings, data and information mentioned above shall be at Contractor's risk.

10. THE ENGINEER

- A. Engineer shall make general observation of work as agent of Owner. Engineer's general observation shall not be construed that it shall direct or control operations of Contractor.

11. PLANS AND SPECIFICATIONS

- A. Engineer shall provide Contractor with 5 sets of plans and specifications after execution of contract. If additional plans and specifications are required, Contractor shall compensate Engineer for costs of printing.
- B. Engineer shall provide Contractor with additional and supplemental plans as may be required to show details of construction after approval of manufacturers' drawings and data on materials and equipment.
- C. Engineer will provide Contractor with such revised plans and specifications as may be required to show any authorized changes or extra work.

12. INTERPRETATION OF PLANS AND SPECIFICATIONS

- A. Plans and specifications shall be interpreted by Engineer. Its decision shall be final and binding on all parties concerned.

- B. Contractor will not be allowed to take advantage of errors or omissions in plans and specifications. Engineer will provide full instructions when errors or omissions are discovered.

13. DECISIONS BY ENGINEER

- A. Engineer shall make decisions, in writing, on claims between Contractor and Owner within a reasonable time after presentation. Such decisions shall be regarded as final except for appropriate legal recourse.

14. WORKMANSHIP AND MATERIALS

- A. All work done and all materials and equipment furnished by Contractor shall conform to plans and specifications. Competent labor and tradesmen shall be used on all work. Experienced manufacturers' representatives shall be used to supervise installation of equipment.
- B. In absence of detailed specifications in other sections, all materials shall conform to standards of American Society for Testing Materials.
- C. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, it is the intent that materials or equipment of other manufacturers, equal in quality and performance, may be substituted. Such substitution may be made only with written authorization of Engineer.
- D. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and additional features of items are specifically required by specifications, additional features specified shall be provided whether or not they are normally included in standard manufacturer's items listed.
- E. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and specified items are or become obsolete and no longer available, Contractor shall provide acceptable equal items which are currently available at no change in contract price.
- F. When proposing "or equal" items or substitutions, Contractor shall furnish general arrangement drawings, full descriptive data, manufacturer's specifications and such performance data as required to satisfy Engineer that materials or equipment proposed are equal to that specified. Burden of proof of equality shall be responsibility of Contractor.

- G. Whenever items of materials or equipment are specified by a manufacturer's name and type and "or equal" is not listed, Contractor shall provide specified equipment without substitution, unless prior approval of Engineer is obtained for any substitution.
- H. Contractor shall abide by Engineer's decision when proposed substitutes of material or equipment are deemed to be unacceptable and in such an event Contractor shall furnish items of equipment or materials specified.
- I. Engineer reserves right to consider such factors as overall project arrangement, overall project cost, and similar factors in determining whether proposed substitutions will be acceptable.

15. ON-SITE REVIEW OR OBSERVATION

- A. All materials used and all work done by Contractor shall be subject at all times to review, observation, tests and approval by Engineer. Contractor shall furnish samples of materials for observation and tests as requested by Engineer. Contractor shall furnish any information required concerning nature or source of any proposed materials or equipment.
- B. Construction, fabrication and manufacture of equipment or materials specified herein may be observed by Engineer at plant or factory.
- C. Materials, equipment or work which do not satisfactorily meet specifications may be condemned by Engineer by written notice to Contractor. Condemned materials, equipment or work shall be promptly removed and replaced.
- D. Defective materials, equipment or work may be rejected by Engineer at any time prior to final acceptance by Owner even though said defective items may have been previously overlooked.

16. RESIDENT ENGINEER AND/OR ENGINEER TECHNICIANS

- A. Resident engineer and/or engineer technicians may be appointed by Engineer or Owner to ensure that work is performed in accordance with plans and specifications.
- B. Resident engineer and/or engineer technicians shall have authority to notify Contractor in writing of work which is not being properly performed. Contractor shall be liable for any work determined by Engineer as not being properly performed.

- C. Resident engineer and/or engineer technicians shall have no authority to permit deviation from plans and specifications and Contractor shall be liable for any deviations made without written order from Engineer.

17. TESTS

- A. Tests shall be performed by Contractor upon materials and equipment specified, to determine if the materials and equipment meet requirements of specifications, conditions of operation and guarantees of Contractor.
- B. Equipment shall be subject to factory tests specified herein. Certified evidence of tests shall be furnished when requested by Engineer.
- C. Tests shall be made in accordance with standards of American Society of Mechanical Engineers, Institute of Electrical and Electronic Engineers, American Society for Testing Materials, and other recognized standards.

18. TIME

- A. Contractor shall commence work within time specified and shall complete work within time specified in contract.

19. DELAYS

- A. Delays caused by injunction or legal actions, damages by elements, or other causes beyond control of Contractor (of which Owner shall be sole judge) shall entitle Contractor to a reasonable extension of time within which to complete work.
- B. Application for extension of time shall be made to Owner by Contractor and shall state reasons for request for extension of time.
- C. No extension of time shall be valid unless made in writing by Owner.
- D. Normal weather conditions shall not form the basis of request for extension of time. Abnormal weather conditions shall form basis of request for extension of time only to the delay in excess of that resulting from normal weather conditions.

20. CHANGES

- A. Engineer shall have the right to make changes in location and quantities of work as may be deemed advisable with consent of Owner and without notice to sureties on Contractor's bond.
- B. No change shall be made under this paragraph which will increase or decrease total contract amount more than twenty percent (20%) of original contract price and no changes shall be made in plan of improvement that would necessitate additional or different construction processes and equipment.
- C. Amount due Contractor shall be adjusted for changes in following manner:
 - 1. Where unit prices have been bid, these unit prices shall be used to compute adjustment in compensation.
 - 2. Where no such unit prices have been bid, Engineer and Contractor shall negotiate a reasonable adjustment in Contractor's compensation. Limitations on compensation in B. of "21. EXTRA WORK" shall apply to changes where compensation is negotiated.
 - 3. No changes shall be authorized unless they are shown on revised plans or in written instructions of Engineer.
 - 4. Authorized changes which require additional time to complete shall entitle Contractor to proportionate extension of time to completion which shall be determined by Engineer.

21. EXTRA WORK

- A. Required extra work not specified under this contract shall be done at an agreed price satisfactory to Contractor and Owner, or on basis of actual cost of work plus not more than ten percent (10%) for Contractor's overhead and profit. Actual cost shall include expense for equipment, materials, and labor and shall include no overhead items or profit. Where extra work is done by a subcontractor, with approval of Owner, there may be included in Contractor's actual cost, ten percent (10%) for subcontractor's profit.
- B. The term "extra work" as used herein shall not be construed to apply to changes described in "20. CHANGES".
- C. No compensation shall be allowed Contractor for extra work unless such work has been authorized in writing by Engineer and approved by Owner.
- D. Contractor shall submit a statement of costs to Engineer for approval when extra work is performed on an actual cost plus basis. After such a statement is approved, Engineer shall certify its correctness to Owner.

22. OWNERSHIP OF MATERIALS

- A. All materials and work covered by partial payments shall become sole property of Owner, but this provision shall not be construed as relieving Contractor from sole responsibility for all materials and work for which payments have been made, for restoration of damaged work, or as a waiver of rights of Owner to require fulfillment of all terms of contract.

23. OTHER CONTRACTS

- A. Owner reserves right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly connect and coordinate its work with theirs.
- B. When proper execution of Contractor's work depends upon work of another contractor, it shall inspect other work and report any defects to Engineer. Contractor's failure to inspect and report shall constitute an acceptance of other contractor's work except for defects which may develop in work after completion.
- C. To ensure proper execution of its subsequent work, Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and drawings.

24. OWNER'S RIGHT TO DO WORK

- A. If Contractor neglects to prosecute work properly or fails to perform any provision of this contract, Owner, after three (3) days' written notice to Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that Engineer shall approve both such action and amount charged to Contractor.

25. OWNER'S RIGHT TO TERMINATE CONTRACT

- A. Owner, upon certification of Engineer that there is sufficient cause to justify termination of contract, may, without prejudice to any other right or remedy, and after giving Contractor seven (7) days' notice may terminate employment of Contractor for any of following reasons:
1. Contractor makes a general assignment for benefit of its creditors, or if adjudged a bankrupt.
 2. Receiver is appointed on account of Contractor's insolvency.

3. Contractor persistently or repeatedly fails or refuses, except when extension of time to complete is granted, to provide enough skilled workmen or proper materials.
 4. Contractor fails to make prompt payment to subcontractors for material or labor.
 5. Contractor persistently disregards laws and ordinances or instructions of Engineer.
 6. Contractor violates a provision of contract.
- B. If Owner terminates employment of Contractor, it shall take possession of premises and all materials, tools and appliances thereon. It shall finish work by whatever method it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until work is finished.
- C. If unpaid balance of contract price exceeds expense of finishing the work including compensation for additional managerial and administrative services, excess shall be paid to Contractor. If expense exceeds unpaid balance, Contractor shall pay difference to Owner. Expense incurred by Owner as herein provided, and damage incurred through Contractor's default, shall be certified by Engineer.

26. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- A. If Engineer fails to issue any certificate for payment within fifteen (15) days after it is due, or if Owner fails to pay to Contractor within thirty (30) days of its maturity and presentation, any sum certified by Engineer, then Contractor may, upon seven (7) days simultaneous written notice to Owner and Engineer, stop work or terminate this contract. If Contractor elects to stop work by written notice, work shall be resumed promptly upon payment by Owner. If Contractor elects to terminate this contract by written notice it shall recover from Owner payment for all work executed to date of notice and any loss sustained upon any plant or materials plus a reasonable profit.

27. PAYMENTS WITHHELD

- A. Engineer may withhold or nullify the whole or a part of payment certificate, on account of subsequently discovered evidence, to such extent as may be necessary to protect Owner from loss on account of:
1. Defective work not remedied.
 2. Claims filed or reasonable evidence indicating probable filing of claims.
 3. Failure of Contractor to make payments properly to subcontractors or for materials or labor.
 4. A reasonable doubt that contract can be completed for balance then unpaid.

- 5. Damage to another contractor.
- 6. Claims of Owner for liquidated damages.

B. Payments shall be made for amounts withheld when above grounds are removed.

28. ACCEPTANCE AND FINAL PAYMENT

A. When work has been satisfactorily completed, Engineer will certify Contractor's final estimate stating that work has been completed in accordance with terms and conditions thereof with qualifications, if any, as stated. Balance found to be due Contractor according to the terms of payment shall be paid by Owner as provided in contract, provided, however, that any state laws which designate manner of final payment shall be followed in lieu of manner of final payment outlined above.

B. Making and acceptance of final payment shall constitute a waiver of all claims by Owner, except those arising from unsettled liens, from faulty work or materials appearing after final payment or from requirements of the specifications, and of all claims by Contractor, except those previously made and still unsettled.

29. SUSPENSION OF WORK

A. Owner may suspend the work, or any part thereof, at any time, by giving ten (10) days' written notice to Contractor. The work shall be resumed by Contractor within ten (10) days after date fixed in written notice from Owner to Contractor to do so.

B. If work, or any part thereof, shall be suspended and if Owner does not give written notice to Contractor to resume work within one (1) year of date of suspension, Contractor may abandon suspended portion of work. Contractor will be entitled to estimates and payments for all work done on the portions so abandoned, if any.

30. CLEANING UP

A. Contractor shall keep premises free from accumulations of waste material or rubbish caused by its employees or work. After completion of work it shall remove all its rubbish and all its tools, scaffolding and surplus materials from work site. It shall leave its work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the Owner may remove rubbish and charge costs to Contractor as Engineer shall determine to be just.

31. HAZARDOUS MATERIALS

- A. The use of Asbestos Construction Building Materials (ACBM) is specifically prohibited. The Contractor, suppliers, and subcontractors shall warrant that all products used are asbestos free. In the event that a specified product contains asbestos, it shall be the responsibility of the Contractor to notify the Owner so that an appropriate substitution can be made in a timely manner so as not to delay the project.
- B. The Contractor shall provide the Owner a certificate that warrants that no materials, products, items or equipment contains any asbestos upon completion of the work of this Contract. If asbestos is found to exist in any of the materials, products, items or equipment provided as part of this Contract, the Contractor shall be financially responsible for all costs resulting from removal in accordance with an Owner approved method and replacement of an asbestos free condition to finished drawings and specifications. The financial responsibility of the Contractor shall not terminate with the end of the surety maintenance bond period, but shall continue through the life of the facility.

32. IOWA HAZARDOUS CHEMICAL RISKS RIGHT-TO-KNOW LAW

- A. Owner's responsibility:
 - 1. Owner shall provide to the Contractor a list of known hazardous chemicals within the project site to which their employees may be exposed and suggestions for appropriate protective measures.
- B. Contractor's responsibility:
 - 1. Contractor shall inform his/her employees of the Iowa Hazardous Chemical Risks Right-to-Know Law.
 - 2. Contractor shall provide to the Owner a list of known hazardous chemicals that they anticipate will be used on site as well as all pertinent information relating to employee protection. Contractor's Material Safety Data Sheets (MSDS) shall be available to Owner upon request.

SPECIAL CONDITIONS

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1. INTENT

A. To supplement the provisions of the GENERAL CONDITIONS by outlining special conditions applicable to project.

2. LOCATION

A. Work is located on Oliphant Street between Crestview Circle and North Downey Street.

B. Transportation facilities:

1. Interstate 80.
2. County Highways X30 and F44.

3. RIGHT-OF-WAY

A. Owner will provide easements for construction on private lands.

B. Contractor will be provided list of construction easement widths.

C. Confine movements of equipment and personnel, storage of materials, excavation, spoil banks, and all other construction operations within right-of-way and easements provided.

D. Contractor will be held liable by City and adjacent property owners for damages outside right-of-way and easements; failure of Engineer to warn Contractor about incidence of trespassing does not relieve liability.

4. INTERRUPTIONS TO SERVICE

- A. Existing utilities shall remain in substantially continuous operation during construction.
- B. Do work which will interrupt utility service only at times approved by Engineer; hold interruptions of service to a minimum.

5. SERVICE FACILITIES

- A. Water, electricity, compressed air, and other services shall be furnished by Contractor to meet his own requirements.

6. STORAGE OF MATERIALS AND EQUIPMENT

- A. Limited storage space for materials and equipment will be available at project sites and along easements.
- B. Storage areas shall be subject to approval of Owner and Engineer.
- C. Store materials and equipment in manner which will preserve their quality and fitness.

7. CONSTRUCTION FACILITIES BY CONTRACTOR

- A. Provide telephone at which Contractor can be reached by Owner or Engineer at all times during the working day.
- B. Provide suitable storage buildings necessary for proper storage of materials and equipment.
- C. Location of all construction facilities, subject to approval by Engineer; remove all construction facilities upon completion of work.
- D. Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- E. Provide fence, barricades, and/or watchmen to prevent access of unauthorized persons to site where work is in progress.
- F. Provide telephone number(s) at which responsible representative of Contractor can be contacted evenings, weekends and holidays in event of emergency.

8. INSURANCE BY CONTRACTOR

- A. Provide and maintain insurance throughout construction period in the following minimum amounts:
1. Workmen's compensation and occupational disease insurance in accordance with laws of the State of Iowa covering all employees who perform any obligations assumed under the contract.
 2. Public liability and property damage liability insurance covering all operations under the contract; limits of bodily injury or death not less than \$500,000 for one person and \$1,000,000 for each accident; for property damage, not less than \$250,000 for each accident and \$500,000 aggregate for accidents during the policy period.
 3. Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired; public liability limits of not less than \$500,000 for one person and \$1,000,000 for each accident; property damage limit of \$500,000 for each accident.
- B. Provide addendum language attached to the Certificate of Insurance which preserves the Owner's immunities. The addendum language is as follows:

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

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

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

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

- C. Owner shall have right at any time to require public liability insurance and property damage liability insurance greater than required in above paragraphs. Additional premiums payable solely as result of such additional insurance shall be added to bid price.
- D. Furnish certificates of insurance to Engineer made in favor of Owner showing compliance with foregoing requirements.
- E. Owner shall be listed as an additional insured by endorsement.
- F. Notification in event of liability damage: upon occurrence of any event, the liability of which is herein assumed, Contractor agrees to forthwith notify Owner, in writing, such happenings, which notice shall forthwith give details as to the happening, cause as far as can be ascertained, estimate of loss or damage done, names of witnesses, if any, and stating amount of any claim.

9. EMPLOYMENT PRACTICES

- A. Contractor, or his subcontractors, shall not employ any person whose physical or mental condition is such that his employment will endanger the health and safety of himself or others employed on the project.

10. INSPECTION BY STATE AND FEDERAL PERSONNEL

- A. Provide full access and cooperation for inspection of work by representatives of participating State and Federal agencies.

11. HISTORICAL/ARCHAEOLOGICAL FINDS

- A. If, during course of construction, evidence of deposits of historical or archaeological interest is found, cease operations affecting find and notify Owner who shall notify Iowa Department of Natural Resources and Director and Historic Preservation Officer, State Historical Department, East 12th and Grand, Des Moines, Iowa 50319. No further disturbance of deposits shall ensue until notification by Owner that work may proceed. Owner will issue notice to proceed only after state official has surveyed find and made determination to Department of Natural Resources and Owner. Compensation to Contractor, if any, for lost time or changes in construction to avoid find, determined in accordance with changed conditions or change order provisions of specifications.

12. LINE AND GRADE

- A. Construct to line and grades shown on plans or as specified hereinafter.
- B. Engineer to establish required bench marks and control points as shown on plans.
- C. Contractor will perform detailed survey and staking for location, elevation and grade of construction.
- D. These conditions supersede conflicting provisions of GENERAL CONDITIONS.
- E. Check all detailed surveys and stakeouts; assume full responsibility for accuracy and correctness thereof.
- F. Contract shall provide, without extra compensation, all men and necessary tools to make all test holes and exploration, at any time, for purpose of determining location of existing utilities beneath ground surface which might conflict with work of Contractor.
- G. Contractor shall preserve all monuments, reference points, stakes and bench marks set by Engineer. In case of destruction by Contractor's negligence or carelessness, he will be charged with resulting expense of replacement, and responsibility for any mistakes or loss of time caused thereby.

13. ORDER OF CONSTRUCTION

- A. Provide Engineer with proposed schedule of construction showing dates of starting and completing various portions of work.
- B. Contractor shall establish schedule of working hours for construction, subject to approval of Engineer.
- C. Schedule construction to minimize use of street barricades and detours; clean up each portion of work as it is completed.
- D. Adequate protection shall be provided for pedestrians. If a section of sidewalk is closed, appropriate signing and barricading shall be utilized; signing and barricading shall remain in place until sidewalk is reopened for pedestrian use.

PLANS LIST

OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE 2
WEST BRANCH, IOWA

1. PLANS

A. The work on Oliphant Street Sidewalk Improvements shall conform with the following drawings (bound separately) and Standard Drawings which constitute the "plans" and are an integral part of the Contract Documents.

| <u>Title</u> | <u>Drawing Number</u> | <u>Revision Number</u> |
|----------------------|---------------------------|----------------------------|
| Index & Title Sheet | A.01 | |
| Details | B.01-B.02 | |
| Quantities & Notes | C.01 | |
| Demolition Plan | D.01-D.03 | |
| Plan and profile | D.04 – D.09 | |
| Earthwork Tabulation | T.01 | |
| Cross Sections | X.01-X.14 | |

DETAILED SPECIFICATIONS

OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE 2 WEST BRANCH, IOWA

PART 1 – GENERAL REQUIREMENTS

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1. FORM

- A. Detailed specifications are in outline form and include incomplete sentences. Omission of words or phrases is intentional. Supply omitted words or phrases by inference.

2. INTENT

- A. To set forth requirements of performance, type of equipment or structure desired, and standards of materials and construction.
- B. To describe work set out in Contract Documents, unless otherwise specifically indicated.
- C. To require performance of complete work in spite of omission of specific reference to any minor component parts.
- D. To provide for new materials and equipment, unless otherwise indicated.

3. INTERPRETATION

- A. Report errors or ambiguities in specifications to Engineer as soon as detected; Engineer will answer questions regarding and interpret intended meaning of specifications; Engineer's interpretation shall be accepted as final.

4. WORK INCLUDED

- A. Furnish all materials, labor and equipment to construct Oliphant Street Sidewalk Improvements – Phase 2 as set out in the Notice of Hearing and Letting.

5. STARTING AND COMPLETION TIME

- A. Start work within 10 calendar days after date set forth in written Notice to Proceed. It is anticipated that Notice to Proceed will be issued within 30 calendar days after date of receiving bids. Complete work within the times set out in Notice of Hearing and Letting.

6. INFORMATION FOR ENGINEER

- A. After award of contract submit following information for Engineer's review. Total number of review copies required for distribution: 4 plus copies required by Contractor.
1. Purchase orders and subcontracts without prices.
 2. Shipping papers for all materials.
 3. All materials test reports.
 4. Portland cement concrete mix design; submit 8 days before proposed mix is to be used.
 - a. Include certified gradation of aggregates to be used.
 5. Details of proposed method of sheeting, shoring and bracing.
 6. Manufacturer's specifications and catalog data for manholes, intakes, pipe, castings and other special items.
 7. Such other information as Engineer may request.
- B. Within 15 days after award of contract, provide construction schedule showing dates of starting and completing various portions of work.

7. SHOP DRAWINGS

- A. Intent of Engineer's review: to assist Contractor in interpreting plans and specifications.
- B. Contractor's responsibility: to check drawings prior to submission of coordination and conformance with contract; do not submit without checking.

- C. Engineer's review is only for general conformance with design concept of project and general compliance with information given in contract documents; any action shown is subject to requirements of plans and specifications; Contractor responsible for dimensions which must be confirmed and correlated at job site; fabrication processes and techniques of construction; coordination of work with that of all other trades and satisfactory performance of work.
- D. Prior to submission of shop drawings and catalog data to Engineer: affix Contractor's stamp with signature of responsible person to show material submitted has been checked and approved by Contractor; shop drawings submitted without appropriate stamp and signature will be returned without Engineer's review.

8. PLANS AND SPECIFICATIONS

- A. Engineer will furnish up to 5 sets of plans and specifications after award of contract. Contractor shall compensate Engineer for printing costs for additional copies required.
- B. Subcontractors will be furnished copies only at request of Contractor. Engineer will be compensated for printing costs.
- C. Provide one set of plans and specifications for each foreman or superintendent in charge of each crew on job.

9. STANDARDS AND CODES

- A. Do work in accordance with best present-day installation and construction practices.
- B. Conform to and test materials in accordance with applicable sections of latest revisions or tentative revisions of following codes and standards unless specifically noted to contrary.
 - 1. American Association of State Highway and Transportation Officials (AASHTO).
 - 2. American Concrete Institute (ACI).
 - 3. American Institute of Steel Construction (AISC).
 - 4. American National Standards Institute (ANSI).
 - 5. American Society for Testing and Materials (ASTM).
 - 6. American Standards Association (ASA).
 - 7. American Water Works Association (AWWA).
 - 8. American Welding Society (AWS).
 - 9. Current Iowa Manual on Uniform Traffic Control Devices (MUTCD).

10. Federal Specifications (FS).
11. Iowa Department of Transportation (IDOT); latest edition of standard specifications and addenda.
12. Iowa Occupational Safety and Health Act of 1972 (Chapter 88, Code of Iowa 2013) (IOSHA).
13. Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
14. National Institute for Occupational Safety and Health (NIOSH).
15. National Safety Council (NSC).
16. Occupational Safety and Health Act of 1970 (Public Law 91-596) (OSHA).
17. Standards and codes of the State of Iowa, Cedar County and applicable local standards and codes of the City of West Branch.
18. Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.

10. TESTS

- A. Includes all material tests or tests specified hereinafter.
- B. Owner shall employ and pay for approved testing laboratory for tests required to show compliance with specifications.
- C. Provide samples of materials required for laboratory tests.
- D. Incorporate no materials in work until laboratory tests have been furnished which show compliance of materials with the specifications.
- E. All materials subject to sampling, testing, inspection and rejection at site by Engineer.
- F. Laboratory tests include the following:
 1. Cement: bin sample for entire requirement, ASTM C150.
 2. Concrete aggregates: one (1) sample of each, ASTM C33.
- G. Provide samples of excavated materials to determine moisture-density relations of soils and perform moisture and density tests during construction as specified in EARTHWORK AND INCIDENTALS FOR PAVEMENT; Contractor is to hire independent testing company to perform tests.
- H. Compaction tests on subgrade: ASTM D1557; one (1) tests per 200 LF of embankment where compacted or ordinary backfill is specified; at each location; cooperate with Engineer and provide necessary excavations to allow compaction

tests to be taken; Contractor is to hire independent testing company to perform tests.

- I. Portland cement and aggregates for concrete pavements: certify that sources are IDOT approved; provide analysis of materials used.
- J. Provide concrete for slump and entrained air test at project site, Comply with IDOT I.M 204; prepare cylinders for compression strength test, 3 cylinders each day concrete is paved; Contractor to hire independent testing laboratory to conduct tests; Contractor to coordinate and pay for testing.

11. RESPONSIBILITY OF CONTRACTOR

- A. Protection of his work.
- B. Protection of all property from injury or loss resulting from his operations.
- C. Replace or repair objects sustaining any such damage, injury or loss to satisfaction of Owner and Engineer.
- D. Cooperation with Owner, Engineer and representatives of utilities in locating underground utility lines and structures. Incorrect, inaccurate or inadequate information concerning location of utilities or structures shall not relieve Contractor of responsibility for damage thereto caused by his operation.
- E. Keep cleanup current with construction operations.
- F. Maintain set of record drawings of any changes made as work progresses which may vary from contract drawings.
- G. Comply with all Federal, State of Iowa, Cedar County and City of West Branch, Iowa laws and ordinances.

12. TEMPORARY WORK

- A. Make all temporary connections necessary for maintaining utility service during course of work.
- B. Construct temporary drains or bulkheads to keep work in the dry.

13. BARRICADES AND LIGHTS

- A. Erect and maintain barricades and lights in conformance with current Manual of Uniform Traffic Control Devices (MUTCD) for protection and warning of pedestrians and vehicles. All barricades, lights and/or watchmen at expense of Contractor.
- B. Engineer will not allow work to proceed until all signs, barricades and lights are in place; requirements for type of signs and number of signs will be strictly enforced; improper signing during construction will constitute "improper work" and Engineer will cause Contractor to suspend work.
- C. All signs, barricades, and other traffic control devices used on the project shall be furnished, installed and maintained by Contractor; all traffic control devices shall be maintained in a state of good repair and shall be cleaned and washed periodically as needed.
- D. Certain sections of public streets, and sidewalks can be closed with the following restrictions:
 - 1. Adequate protection shall be provided for pedestrians; if a section of sidewalk is closed, appropriate signing and barricading shall be utilized; signing and barricading shall remain in place until sidewalk or trail is opened for pedestrian use.
 - 2. One lane of Oliphant Street may be closed during construction in the immediate vicinity of construction and during concrete pours. Provide notice to City and homeowners if access will be blocked. Provide flaggers or necessary signage.
 - 3. Notify City 48 hrs. prior to sidewalk closing.
- E. At the end of each working day place barricades and lights as required; maintain barricades and lights at all times including non-working hours; maintain lights in operable condition at all times.

14. FINAL REVIEW AND ACCEPTANCE

- A. Notify Engineer when installation is considered complete and ready for final review.
- B. Owner will accept work and make final payment to Contractor:
 - 1. When Engineer has certified that he has reviewed the work of the Contractor and stated that the work is complete and in conformance with the plans and specifications.

2. When Contractor has filed with Owner or Engineer documents called for in specifications.
3. When all government agencies involved have indicated, in writing, work is complete and acceptable.

PART 2 – SPECIAL CONSTRUCTION

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1. GENERAL

- A. Procedures outlined below are not intended to fully cover all special procedures or emergencies which may arise during construction but are offered as an aid to Contractor in planning work; Contractor will cooperate with Owner and Engineer to minimize inconvenience and construction delays.
- B. Determine location of underground utilities and piping before starting work; locations of underground appurtenances are approximate and not guaranteed by Owner or Engineer.
- C. Remove and replace all signs, mail boxes, fences and other appurtenances which interfere with construction operations; replace damaged items at no cost to Owner.
 - 1. Maintain mail service to residents and businesses at all times.
- D. Remove and replace culverts as required for construction; if damaged, replace in kind with new culvert at no cost to Owner.
- E. Limit construction operations to property, right-of-way and easements provided by Owner; provide barricades, lights, signs and detours as necessary to reroute traffic around construction areas.
- F. Arrange with operating utilities for relocation or temporary removal of utilities in conflict with construction and for services needed during construction.
- G. Dispose of materials removed during construction at locations approved by Owner or Engineer.
 - 1. Dispose of waste products containing putrescible materials at approved landfill.
 - 2. Dispose of surfacing, broken concrete or rubble, brush, trees, excess excavated materials or spoil not suitable for backfill at site obtained by Contractor.

- H. Notify residents or businesses 2 days in advance when construction will disrupt or block access to property. Provide door hangers with notification. Limit disruption to seven (7) calendar days.
- I. Remove, stockpile and replace fencing where required for construction as shown on plans; replace fences as work progresses.
- J. Provide snowfence along boundaries of construction area as specified hereinafter and as directed by Engineer.
 - 1. Install snowfence when area is prepared for excavation; install on steel posts with maximum spacing of 8'; maintain until work is completed.
 - 2. Provide snowfence around all open trenches or open structures when left unattended.
 - 3. Provide snowfence along boundaries of construction area in developed areas to prevent access of unauthorized persons to construction area.
- K. Clean up and provide surface restoration as construction progresses.
- L. Submit complete detailed construction procedure schedule after award of contract for planning, scheduling and controlling construction of project.
- M. Contractor will be expected to provide adequate personnel and equipment to perform work within specified time of construction.
- N. If delays in delivery of materials become apparent, notify Owner and Engineer promptly; take action to accomplish one of the following:
 - 1. Substitute alternate materials with approval of Owner and Engineer.
 - 2. Expedite delivery of materials.
- O. Extensions of contract period will be given consideration upon written request of Contractor; request must include valid supporting data and bona fide reasons for requesting extension; Owner expects work to be complete and ready for final acceptance within completion time specified.
- P. Maintain reasonable access to private properties along route of sidewalk unless property owners agree to other arrangements and Owner approves; provide temporary granular surfacing for access to private properties; cost of maintaining access is incidental to construction.

2. COOPERATION WITH OTHERS

- A. Advise all utilities prior to excavating in area where construction might affect gas, electrical, telephone or water service.

1. Advise telephone company of proposed construction schedule as it relates to telephone service.
 2. Advise power company of proposed construction schedule as it relates to electrical power.
 3. Advise gas company of proposed construction schedule as it relates to gas service.
 4. Advise Owner of proposed construction schedule as it relates to water and sewer mains including services.
 5. Advise cable television of proposed construction schedule as it relates to cable television service.
- B. Cooperate with State and Federal regulatory agencies in matters under their jurisdiction over construction operations.
- C. Cooperate with local governmental agencies; secure necessary building permits and arrange for inspections at proper time.
3. SURVEY MARKERS
- A. Contractor responsible for hiring registered land surveyor to inventory existing pipe, pins and registered survey lot corners disturbed by construction; land surveyor responsible for setting reference markers required to re-establish location of existing pipe, pins and registered survey lot corners. Replace in Accordance with Chapter 355 of the Iowa Code. Work is incidental to construction.
4. CONTAMINATED SOIL FINDS
- A. If during course of construction evidence of deposits of contaminated soils are found, cease operations affecting find and notify Owner who will notify Iowa Department of Natural Resources; no further disturbance of deposits will ensue until notification by Owner that work may proceed; Owner will issue notice to proceed only after contaminated soils have been identified and procedures for remediating contaminated soils have been identified and procedures for remedial action have been determined and approved by Iowa Department of Natural Resources and Owner; compensation to Contractor, if any, for lost time or changes in construction due to changed conditions will be in accordance with change order provisions of specifications.

5. WEATHER LIMITATIONS

- A. Owner will not pay extra for surfacing replaced prior to winter shutdown and removed at beginning of next construction season to expose temporary end of construction.
- B. Owner expects paving of improvements during suitable weather within contract time period; contract time period includes calendar days for inclement weather; contract time period will not be extended for claims of wet weather or freezing weather; Owner will consider suspension of contract time period for winter months only after completion of cleanup.

6. CONSTRUCTION STAKING

- A. Contractor responsible for providing all necessary construction staking to allow for project construction.
- B. Contractor responsible for accuracy and completeness of all construction staking.
- C. Owner or Engineer may review accuracy of construction staking at its own discretion at any time.

7. TRAFFIC CONTROL

- A. Provide barricades, signs and lights to protect vehicular and pedestrian traffic during construction; comply with GENERAL REQUIREMENTS; see plans for details.
- B. Conform to requirements of MUTCD and Iowa DOT.

8. PAYMENT

- A. No separate payment will be made for work covered under this part of the specifications except as set forth below. Include all costs in appropriate unit prices.
- B. Mobilization, LS: Lump sum price includes all costs for transporting all necessary equipment and tools to and from site and cleanup of equipment and tools from site upon completion of work.

- C. Construction Survey, LS: Lump sum price includes all costs for labor, equipment and material to provide all construction staking and re-staking necessary for the complete construction of the project.
- D. Traffic Control, LS: Lump sum price includes furnishing signs, flagmen, barricades, flashers, channelizing devices, detour markers, and other miscellaneous traffic control items specified or required by City of West Branch during construction; includes set up, removal and miscellaneous associated work.

PART 3 – EARTHWORK AND INCIDENTALS FOR PAVEMENT

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| 4. EXCAVATION | 10. CLEARING AND GRUBBING |
| 5. SUBGRADE PREPARATION | 11. PAYMENT |
| 6. SUBGRADE TREATMENTS | |

1. GENERAL

- A. This part of the specifications includes earthwork and incidentals to complete grading for placement of pavement.
- B. Reference to percent maximum density shall mean a soil density not less than the stated percent of maximum density of optimum moisture content for soils as determined by ASTM D698 Moisture-Density Relations of Soils using 5.5-lb. Rammer and 12-in. Drop. (Standard Proctor Method).
- C. Do work in accordance with best present-day installation and construction practices.

2. STRIPPING

- A. Strip vegetation and organic materials within construction limits; remove from project site and dispose of removed materials at site obtained by Contractor.
- B. Grade and shape earth surfaces within construction limits to specified cross section; finish earth surfaces as specified hereinafter.
- C. Grade and shape borrow site earth surfaces to drain; finish earth surfaces as specified hereinafter.
- D. Stockpile excess on-site excavated materials at location as directed by Engineer; stockpile excess topsoil in segregated stockpile; excess excavated materials remain property of Owner.
- E. Include costs associated with stripping and grading in unit price for excavation.

3. SURFACE REMOVAL

- A. Remove existing surfacing to limits shown on plans.
 - 1. Cut vertically and horizontally on straight lines; saw cut full depth of surfacing.
 - 2. Portland cement concrete pavement: remove to nearest joint or as directed by Engineer and as shown on plans; cut steel as necessary.
 - 3. Asphalt pavement: cut to a neat line. Mill or grind asphalt paving to break up surface into particles that can be blended with granular subbase. Asphalt shall be processed such that 100% of the material is a nominal 2" maximum size. Material shall be of sufficiently stable quality to resist distortion during pavement construction.
 - 4. Milling of existing surfacing can include 2" asphalt surfacing and any depth of granular base material beneath paving that is required to facilitate milling operation. Milled pavement is to be blended evenly with existing granular base material and stockpiled for reuse beneath new paving.
 - 5. If remaining surfacing along saw cut line becomes cracked or broken during construction, provide additional saw cuts, surface removal and surface replacement as directed by Engineer at no cost to Owner.
- B. Dispose of waste and excess material not suitable for reuse at acceptable disposal area.

4. EXCAVATION

- A. Excavate all materials encountered to depth indicated or specified; comply with safety rules of state and federal governments. Excavate to subgrade required for pavement construction.
- B. Schedule work to keep streets, roads and utilities in usable condition; avoid inconvenience to property owners insofar as practicable during construction.
- C. Remove, replace and repair items such as fences, culverts, signs, hanging wires, shrubbery, flowers, trees and other obstructions to accommodate construction equipment or to facilitate excavation.
- D. Remove trees, plantings and shrubbery where shown on plans; remove other plantings only with written authorization of Engineer; any plantings removed or damaged for convenience of Contractor: replace with equal plantings at no cost to Owner.
- E. Dispose surplus excavated material as directed.

- F. Provide temporary drainage facilities to prevent damage to public or private interests when necessary to interrupt natural drainage or flow of artificial drains.
- G. Restore original drains as soon as work will permit.
- H. Contractor liable for damage resulting from neglect to provide for interrupted natural or artificial drainage.
- I. Do not damage pavement or disturb subgrade beneath existing pavement which will not be removed.
- J. Grade and shape earth surfaces within grading limits to specified cross section; finish earth surfaces as specified hereinafter.
- K. Install signing and barricades for traffic control in accordance with Manual on Uniform Traffic Control Devices; include cost in appropriate unit or lump sum Price.
- L. Include all earthwork cost in lump sum price for Excavation.

5. SUBGRADE PREPARATION

- A. Provide uniform composition at least 6" below pavement subbase for full width of pavement plus 2' beyond edge of pavement; roll and scarify materials, mix and re-compact, or otherwise treat to produce a uniform condition.
- B. Remove and dispose of stones over 4" in size from loosened portion of subgrade.
- C. Construct subgrade with uniform density for a width of proposed pavement plus 2' beyond edge of pavement; density: not less than 95% maximum density.
- D. In areas where roller cannot compact; provide approved selected material; 12" minimum thickness; compact to 95% maximum density with vibrator tamper.
- E. Construct subgrade such that after rolling, surface will be at required grade and cross section.
- F. Fill depressions that develop during rolling with suitable material; continue rolling until subgrade is uniformly firm, properly shaped and true to grade and cross section.
 - 1. Maintain until pavement is placed.

2. Remove materials which will not compact readily under roller; replace with materials which will compact readily; again roll that portion of subgrade.
- G. If ruts or other objectionable irregularities form in subgrade during construction, reshape and re-roll subgrade before placing pavement; fill ruts or other depressions with material similar to other subgrade material.

6. SUBGRADE TREATMENTS

- A. Use only to correct subgrade condition where specified density cannot be obtained by other methods prior to placement of pavement.
- B. Granular subbase for pavement: use uniform mixture of granular material, uniformly moistened, placed on prepared subgrade; Contractor may use as suitable material to fill depressions in subgrade, such use considered incidental to construction at Contractor's expense.
 1. Use crusher run limestone, Iowa DOT Gradation No. 10.
 2. Use mixture uniform in composition, with no visible segregation of constituent materials.

7. ABUTTING PAVEMENTS

- A. Drill into existing portland cement concrete slabs abutting new portland cement concrete construction and install dowels as detailed in IDOT Standard Road joint detail PV-101; dowels 18" long at 12" centers; ¾" dowels for 7" thick pavement; cost is incidental to pavement construction.

8. EXISTING UTILITIES

- A. Locations of utility lines, mains, cables and appurtenances are in accordance with information provided by utility companies and from records of Owner; confirm locations of underground utilities by excavating ahead of work; Contractor fully responsible for damage to utilities during construction.
- B. Conflicting utilities not shown on plans, except services: notify Engineer immediately.
- C. Utility services are not generally shown on plans; protect services during construction.
- D. Water main and sanitary sewer conflicts: notify Owner and Engineer immediately; provide all necessary shut-down, repair and relocation where

conflicts occur; furnish labor, equipment, pipe and fittings; when broken due to carelessness, repair is incidental to construction.

- E. Utility lines, poles and appurtenances, except water mains and sewer lines, in direct conflict with line and grade of work will be relocated by utility company before or during construction at no expense to Contractor unless plans direct Contractor to perform work; Owner will advise utility companies of lines, poles and appurtenances to be moved after award of contract; cooperate with utility companies in relocation of lines, poles and appurtenances.
- F. Support and protect, by timbers or other means, all utility pipes, conduits, poles, wires or other apparatus not to be moved; protective measures subject to approval of Engineer.
- G. No utility or utility service will be moved to accommodate equipment, method of operation or for convenience of Contractor when utility or utility services does not conflict directly with line and grade of work; arrange with utility company for relocation with approval of new location by Owner and Engineer; relocation is incidental to construction.

9. SURFACE RESTORATION

- A. Parkings, lawns, and street rights-of-way: replace 6" of topsoil removed during excavation.
- B. Replace damaged flowers, shrubbery and trees with new plantings of equal type and quality at no cost to Owner; trees removed because of conflict with alignment of pipe shall not be replaced, except where shown on plans.
- C. Grade to smooth, uniform lines without large lumps, clods or debris.
- D. Dispose of all brush and rubbish as directed by Engineer.
- E. Sod all areas disturbed by construction unless otherwise shown on plans directed by Engineer.
- F. Prepare site for sodding by discing, harrowing and hand raking or other means following site grading; work soil to depth of 3".
- G. Precede sodding with uniform application of commercial grade fertilizer at rate per acre of 20 lbs. of nitrogen, 40 lbs. of phosphorous and 20 lbs. of potassium (400 lbs. of fertilizer grade 5-10-5 per acre, or approved equal); cultivate area 3"

deep and work with harrow within 24 hours before seeding; smooth surface to eliminate clods and lumps before seeding.

- H. Sod: Minimum 18 months old, nursery grown bluegrass; free of objectionable grasses and weeds and insects; mowed at height of 2" prior to cutting; source subject to approval of Owner based on visual observation of condition.
 - 1. Sod shall be harvested, delivered and placed within a time period of 24 hours.
 - 2. Sod showing signs of heating and dehydration will be rejected.
- I. Water sodded area sufficiently to saturate sod bed; continue watering all areas until growth is established; City will furnish water at no cost to Contractor.
- J. Contractor responsible for turning over to Owner full stand of grass; resod, as originally specified, any bare spots or areas not attaining full stand of grass during first growing season.
- K. Provide topsoil backfill behind curbs and adjacent to sidewalk unless specified otherwise.

10. CLEARING AND GRUBBING

- A. Remove trees only in conflict with alignment of new PCC sidewalk.
- B. Notify Owner and obtain written authorization before removing any tree; Owner reserves right to remove and use trees approved for removal.
- C. Removal includes grubbing and removing stump and roots, removal from site, disposal of debris and backfilling.
- D. Contractor liable for damages to trees not agreed for removal by Owner and Engineer.

11. PAYMENT

- A. No separate payment will be made for work covered in this part of the specifications. Include all costs in appropriate unit price.
- B. Pavement Removal, SY or LF: Unit price includes full depth sawing, removal, trucking, salvage or disposal and miscellaneous associated work. Includes removal of PCC pavement, curb and gutter, and sidewalk.

- C. Excavation, CY: Unit price includes includes all labor, materials and equipment necessary to excavate, haul, compact, store, and grade areas in vicinity of sidewalk improvements as shown on plans.
 - 1. Estimated quantity based on average end area method. Contractor shall assure himself as to the accuracy of estimated quantities.
 - 2. A minimum of 4" of topsoil must be placed.

- D. Sod, Sq.: Unit price includes all labor, material and equipment necessary to prepare sod bed, grading, fertilizing, sodding, watering until growth is established and miscellaneous associated work.

- E. Clearing and Grubbing, Unit: Unit price includes all labor, materials, equipment and incidentals required for cutting, removal and disposal of all trees, stumps, logs, brush, down timber, hedge rows, vegetation, debris and other objectionable materials on the project site.

PART 4 – PORTLAND CEMENT CONCRETE PAVEMENT

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| 5. MIXING | 11. SIDEWALK CONSTRUCTION AND DRIVEWAY APPROACH |
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1. GENERAL

- A. This part of the specifications includes construction of portland cement concrete pavement, curb and gutter, and sidewalks, using preset forms on prepared subgrade or subbase.
 - 1. Prepare subgrade or subbase as specified in EARTHWORK AND INCIDENTALS FOR PAVEMENT.
 - 2. Construct curb and gutter as specified hereinafter.
- B. Non-reinforced portland cement concrete pavement includes deformed tie bars and joints as shown on plans.

2. MATERIALS

- A. Portland cement: ASTM C150, Type I.
- B. Admixtures:
 - 1. Air entraining: ASTM C260; no admixtures containing chlorides will be permitted.
 - 2. Retarding: a suitable retarding admixture may be used during hot weather, with approval of Engineer.
 - 3. Calcium chloride not permitted.
- C. Fine aggregate:
 - 1. Clean, hard, durable particles of natural sand, free from injurious amounts of silt, shale, coal, organic matter or other deleterious substances.
 - 2. Deleterious substances: not more than 2.0% shale and coal by weight retained on No. 16 sieve.
 - 3. Organic matter: other than coal, not more than standard reference color; ASTM C40.

4. Conform to following sieve analysis:

| <u>Sieve Size</u> | <u>% Passing</u> |
|-------------------|------------------|
| 3/8" | 100 |
| No. 4 | 90-100 |
| No. 8 | 70-100 |
| No. 200 | 0-1.5 |

5. Percent passing one sieve and retained on next higher number sieve not more than 40% when sieved through 4 and 8 numbered sieves.
6. Mortar strength at 7 days not less than 1.5 times standard sand strength when tested in accordance with IDOT Laboratory Test Method 212.

D. Coarse aggregate:

1. Clean, hard, durable particles of crushed limestone free from injurious amounts of objectionable materials.
2. Objectionable materials not more than:

| | <u>Percent</u> |
|--|----------------|
| Clay lumps | 0.5 |
| Coal and carbonaceous shale | 0.5 |
| Sticks (wet weight) | 0.1 |
| Total of all shale and coal combined | 1.0 |
| Organic material other than coal and sticks | 0.0 |
| Unsound chert particles retained on 3/8" sieve | 3.0 |

- a. Chert particles breaking into three or more pieces in freezing and thawing test, IDOT Laboratory Test Method 211, Method A, are considered unsound.
3. Conform to following sieve analysis:

| <u>Sieve Size</u> | <u>% Passing</u> |
|-------------------|------------------|
| 1-1/2" | 100 |
| 1" | 50-90 |
| 3/4" | 30-80 |
| 1/2" | 20-75 |
| 3/8" | 5-55 |
| No. 4 | 0-10 |
| No. 8 | 0-5 |
| No. 200 | 0-1.5 |

4. Percent of wear, AASHTO T96, Grading A or B, not to exceed 35 for gravel, 50 for crushed stone which contains 90% or more calcium carbonate or 45 for all other crushed stone.
 5. Particle durability: IDOT Section 4115.01, Class 2 or Class 3.
- E. Water: clean and clear, free from salt, oil, acid, strong alkalis, vegetable matter or other substances injurious to concrete.
1. Water may be heated for cold weather paving operations; anti-freezing agents not permitted.
- F. Reinforcing steel:
1. Deformed bars: billet steel; ASTM A615, Grade 40 or 60; epoxy coated.
 2. Plain and smooth dowel bars: carbon steel; ASTM A615, Grade 40 or 60; epoxy coated.
 3. Welded wire fabric: ASTM A185.
- G. Metal expansion tubes:
1. Fabricated steel tubes; conform to requirements of IDOT; provide tubes with internal diameter 1/16" larger than dowel bar; bar stop capable of withstanding 20 lb. push, minimum.
- H. Metal keyways:
1. Fabricated 24 gauge sheet steel; conform to requirements of IDOT; provide lengths in multiples of tie bar spacing; punch to receive tie bars.
- I. Supports for reinforcing steel:
1. Support tie bars as required to place and maintain correct location during construction.
 2. Welded wire fabric supports: heavy gauge wire, welded or bent to form four-legged chair.
 3. Support dowel bars at expansion and contraction joints.
- J. Joints:
1. Bituminous joint filler and sealer: hot poured joint filler: ASTM D3405; use with backer rope; comply with IDOT 2301.25.
 2. Preformed expansion joint filler: asphalt saturated fiber strips; AASHTO M213; furnish in strips of plan dimensions; use IDOT preformed joint seal.
- K. Liquid curing compound protecting: Comply with IDOT 2301.03K; Liquid curing compound: IDOT 4105.05; do not use in areas to receive asphalt overlay; use plastic or burlap.

- L. Plastic film: opaque, white pigmented polyethylene plastic, 0.00085" minimum thickness, use only once if less than 0.0034" thick.
- M. Fly ash: permitted as substitute for portland cement when source and mix design is in conformance with Iowa DOT Standard Specifications and Supplemental Specifications.

3. STORAGE AND PROTECTION OF MATERIALS

A. Aggregates:

- 1. Store fine and coarse aggregate in separate stockpile; avoid contamination of aggregates; place fine aggregate with more than 5.0% moisture in separate stockpile and allow to drain.
- 2. Stockpile coarse aggregate and unscreened gravel in horizontal layers; maximum depth: 4'.
- 3. Handle aggregates to avoid frequent variations in specific gravity, sieve analysis or moisture content; prevent variations of more than 0.5% in moisture content of aggregates in successive batches.
- 4. Coarse aggregate having absorption greater than 0.5%: wet 1 hr. before use.
- 5. Place fine aggregate in proportioning bin only when uniform moisture content can be maintained in successive batches for one day's run.

B. Cement:

- 1. Store cement in suitable weatherproof structure; prevent loss of cement during handling.
- 2. Use cement containing lumps only after careful screening through 20 mesh screen; retest in accordance with ASTM C150 before use.

4. PROPORTIONS FOR MIX

A. Mix proportions for street pavement, curb and gutter, drive approaches and sidewalks adjacent to street pavement:

- 1. Basic absolute volumes of materials per unit volume of concrete as per IDOT I.M 529:

| | <u>M-4</u> | <u>C-4</u> |
|------------------|------------|------------|
| Cement Minimum | 0.156 | 0.118 |
| Water | 0.160 | 0.160 |
| Entrained Air | 0.06 | 0.06 |
| Fine Aggregate | 0.312 | 0.331 |
| Coarse Aggregate | 0.312 | 0.331 |

2. Above quantities based on specific gravity of cement: 3.14; specific gravity of aggregates: 2.65; air voids: 6.0%.
 3. Air entraining admixture: produce 6.5% \pm 1.5% air voids in fresh concrete measured by pressure method.
 4. Use C-4 mix except use M-4 mix where shown on plans.
- B. Proportion adjustments:
1. Basis: when actual quantity of concrete is more than 101% or less than 99% of calculated quantity or if combination of materials does not produce quality of concrete specified.
 - a. Fine aggregate shall not exceed 50% of total aggregate in any adjustment.
 - b. Do not exceed maximum water-cement ratio specified.
- C. Water quantity and concrete consistency:
1. Use proper amount of mixing water to produce concrete of uniform consistency; adapt to mix, characteristics of materials used, methods of consolidation, weather conditions and slope of finished surface.
 2. Modify proportion if maximum water-cement ratio does not produce workability; increase cement to aggregate proportion to produce specified degree of workability without exceeding maximum water-cement ratio.
- D. Tests on trial batches and concrete placed at project site:
1. Slump: ASTM C143; 1-1/2" to 3" for machine finished concrete; 4", maximum, for hand finished concrete.
 2. Air voids, of fresh concrete, by pressure method: ASTM C231; 6.5% \pm 1.5%.
 3. Minimum compressive strength: ASTM C39; 3,100 psi when tested at 3 days and 4,000 psi when tested at 28 days.
 4. Quantity of compression cylinders as specified in GENERAL REQUIREMENTS; cast, protect and cure cylinders in accordance with ASTM C31.

5. MIXING

- A. Batch mix:
1. Handle batches and charge mixer to insure complete introduction of batches separately without loss of materials; add water with other materials.
 2. Portland cement concrete mixing equipment: Comply with IDOT 2001.021.
- B. Ready-mix:
1. Applies to either central plant-mixed concrete or central plant-proportioned, truck-mixed concrete.

2. Time lapse from addition of water until placing on subgrade: not to exceed 30 min. when concrete is hauled in non-agitating trucks; 1-1/2 hrs. when hauled in truck mixers or agitating trucks; provide reliable re-set revolution counter on truck mixer.
3. Place concrete in plastic and workable condition; do not re-temper partially hardened concrete.

6. EQUIPMENT REQUIREMENTS FOR PAVEMENT CONSTRUCTION

- A. Batch or ready-mix plant: IDOT 2001.06, 2001.20 and 2001.21.
 1. Automatic cut-off gates at cement batching scale not required.
 2. Scales and measuring devices certified at Contractor's expense.
- B. Concrete mixing equipment: IDOT 2001.21.
- C. Forms: IDOT 2301.03 A3.
- D. Form-line excavating machine: IDOT 2301.03 A.3.
- E. Consolidating and finishing equipment: IDOT 2301.03.03 A.3.a.6 and 2301.03 A.3.b.
- F. Equipment for hand methods: IDOT 2301.03 A.3.d.
- G. Alternate equipment and methods for finishing and consolidating pavement may be permitted by Engineer if satisfactory operation and construction on previous projects can be demonstrated.

7. PAVEMENT CONSTRUCTION

- A. Setting and removing forms:
 1. Set forms accurately to required grade and alignment on properly compacted subgrade or subbase; for forms to support mechanical subgrader, mechanical spreader, mechanical finisher or other similar heavy equipment, excavate with machine designed to shape subgrade for forms.
 2. Set base of form at or below subgrade elevation and with top of form at pavement surface elevation at edge of slab.
 - a. Extra height forms may be used to back up integral curb; set base at or below subgrade elevation and top of form at top of curb elevation.
 - b. Comply with IDOT 2301.03 C if base of form is set below subgrade elevation; additional excavation and concrete at no cost to Owner.
 3. Secure forms in place to maintain grade and alignment while concrete is placed and finished.

- a. If voids occur under forms, remove forms and bring special backfill to proper elevation as specified in EARTHWORK AND INCIDENTALS FOR PAVEMENT.
 - b. Check form joints with 10' straight edge; adjust forms to proper grade and alignment.
4. If supporting soil becomes softened by rain or standing water so form is inadequately supported, reset form on suitable material before placing concrete.
 5. Oil forms before concrete is placed; prevent adherence of concrete.
 6. Leave side forms in place not less than 6 hours after concrete is placed; if form removal causes damage to concrete, leave remaining forms in place longer than 6 hours, as required.
 7. Remove forms with care to prevent cracking, spalling or overstressing concrete; remove form stakes prior to raising forms.
 8. Clean forms before resetting.
 9. Forms not required where abutting existing pavement.
- B. Concrete and steel placement:
1. Uniformly moisten subgrade or place plastic film, specified hereinbefore, on prepared subgrade or subbase; lap plastic film 12", minimum.
 2. Adjust manhole and other castings within area to be paved to conform to finished surface; clean outside of casting.
 3. Place dowel and tie bars as shown on plans or specified; secure in position by approved method.
 4. Place concrete to full depth of pavement in single operation; do not pile concrete more than 8" above design elevation of surface; allow no segregation of material when concrete is deposited on subgrade.
 5. Carefully place concrete and subgrade to require minimum re-handling; minimize disturbance of reinforcement.
 6. Vibrate and consolidate to prevent formation of voids; do not displace or distort reinforcement.
- C. Finishing:
1. Begin finishing operations promptly after concrete has been placed and consolidated.
 2. Screed surface to grade and crown shown on plans.
 3. Finish surface with 10' long lightweight float; finish from both sides simultaneously if pavement is placed to full width of street with one pass of paving machine.
 4. Provide uniformly gritty surface with Astroturf drag; round edges of pavement to 1/8" radius.

5. Check pavement surface with 10' long straightedge; maximum permissible deviation: 1/8"; grind high spots, over 1/8", with carborundum grinding wheel.
- D. Construct joints as shown on plans and specified; seal as specified hereinafter.
1. Provide transverse contraction joints every 15 LF of portland cement concrete pavement.
 2. Round edges of concrete adjacent to header boards and expansion joint material to 1/8" radius.
 3. Provide supplemental vibration adjacent to header boards and expansion joint material as required.
 4. Begin saw cutting as soon as concrete can be sawed without objectionable tearing of sawed edges; complete such work within 24 hours after concrete is placed.
 5. For weather conditions, end of day's work, or when 30 min. elapse between concrete placement, install header board and 3/4" smooth dowels 1'-3" long at 1'-6" spacing through header board; grease protruding ends prior to next concrete placement.
- E. Seal all joints before pavement is opened to Contractor's forces and general traffic; seal only dry and clean joint surfaces; slightly under-fill joints, keep sealer off of adjacent pavement.
1. Heat joint sealer to required temperature in thermostatically controlled heating kettle approved by Engineer; do not overheat.

8. CURING AND PROTECTION

- A. Apply liquid curing compound in fine spray to form continuous, uniform film on surface and vertical edges of pavement and curbs.
1. Apply compound with power sprayer, operating at 40 psi or less; rate of application: 0.03 gal. per square yard (1 gal. per 300 SF); do not dilute compound.
 2. Apply to pavement surface after finishing and after surface moisture has disappeared; apply to pavement edges within 30 min. after forms are removed.
- B. Apply plastic or burlap cover where liquid curing compound not permitted; keep continuously damp for 48 hours after placement of concrete.
- C. Concrete pavement in place for less than 36 hours shall be protected during cold weather as follows:

| <u>Forecast or Actual Temperature</u> | <u>Protection</u> |
|---|--|
| 35° to 32°F. | One layer of burlap for concrete placed after October 1. |
| 31° to 25°F. | Two layers burlap or one layer plastic film on one layer burlap. |
| Below 25°F. | One layer burlap or plastic film and 6" layer of straw or hay. |

1. Burlap: AASHTO M182, Class 3.
2. Commercial insulation may be substituted for straw or hay, when approved by Engineer.
3. Protect straw, hay or insulation from disturbance by wind; leave in place for 5 days, minimum, or until pavement is opened to traffic.
4. Lap plastic film 18" at junctions.

D. Concrete damaged by rain or freezing shall be removed and replaced at Contractor's expense.

9. RESTRICTIONS

A. Weather:

1. Place no concrete when stormy or inclement weather prevents good workmanship, when subgrade is frozen or if air temperature is 38°F. or below; use no aggregates containing frozen lumps.
2. With favorable weather conditions, start paving operations when temperature of concrete delivered to subgrade is 40°F. or higher.
3. Continue paving operations as long as concrete temperature requirement is met and air temperature remains above 38°F.

B. Night operation:

1. Place no concrete when darkness prevents good workmanship in placing and finishing.
2. Do not place or finish concrete under artificial light.

C. Use of pavement:

1. Time for opening pavement for use will be determined by results of tests on cylinders taken during concrete placement.
2. Pavement may be opened to Contractor's forces after 2 days for purpose of removing coverings if tests of cylinders from section show compressive strength of 2,750 psi or higher.

3. Open pavement to general traffic when authorized by Engineer.
4. Concrete placed in cold weather may require additional curing time, as directed by Engineer; keep all vehicles off pavement until such curing time has been completed.

10. DEFECTS

- A. Pavement containing fractures, spalls, more than one random crack per panel or other defects: remove and replace at no cost to Owner; rout and seal random cracks including placement of saw cut and epoxy cemented tie bars at 30" centers transverse to crack where crack is 1/8" or wider.
- B. Water ponding deeper than 1/4" in gutter: remove and replace panel, or grind gutter in adjacent panels to drain; Owner reserves the right to select method of correcting defects at no cost to Owner.
- C. Remove and replace pavement more than 0.50" deficient in thickness.

11. SIDEWALK CONSTRUCTION AND DRIVEWAY APPROACH

- A. Conform to details shown on Standard Drawing and plans for driveway approaches and sidewalks; prepare subgrade as specified under EARTHWORK AND INCIDENTALS FOR PAVEMENT.
- B. Remove existing concrete as shown on Standard Drawings or plan; use saw or other devices to cut smooth, even lines perpendicular to existing pavement surface.
- C. Concrete materials:
 1. Portland cement, admixtures, fine aggregate and water; as specified for pavement.
 2. Coarse aggregate: as specified for pavement, except conform to following sieve analysis:

| <u>Sieve Size</u> | <u>% Passing</u> |
|-------------------|------------------|
| 1-1/2" | 100 |
| 1" | 95-100 |
| 1/2" | 25-60 |
| No. 4 | 0-10 |
| No. 8 | 0-5 |
| No. 200 | 0-1.5 |

- D. Concrete mix: use IDOT I.M 529 C-4 mix as specified for street pavement. Use M-4 mix on driveways and on sidewalks in driveway areas as indicated on plans.
- E. Concrete quality:
1. Minimum compressive strength: psi at 28 days: 4,000.
 2. Water-cement ratio: gallons per sack, maximum, including water in aggregates: 6-1/2.
 3. Cement contents: sacks per cubic yard, minimum: 6.
 4. Admixtures: per manufacturer's recommendations.
 5. Concrete mix: meet approval of Engineer.
 6. Slump: 2" to 4"; measure according to ASTM C143.
 7. Air entrainment: use for all concrete: 5% to 7%, measure in accordance with ASTM C231; number of tests as required by Engineer.
 8. Concrete compression cylinders: two cylinders for each day's pour, or as directed by Engineer.
- F. Curb ramps
1. Pedestrian curb ramps scheduled for installation or replacement shall comply with the requirements of the Americans with Disabilities Act.
 - a. Ramps shall contain a strip of detectable warnings measuring 2' in the direction of pedestrian travel and extend the full width of curb ramp.
 - b. Detectable warning strip shall be located adjacent to the curb and shall be constructed of contrasting color and texture; color to be selected by Owner.
 - c. Detectable Warnings shall be fiberglass panels as manufactured by Armor-Tile or equal.
 - d. See plans for details and location of pedestrian curb ramps.
- G. Form setting and placing concrete:
1. Use wood or steel forms along edge of sidewalk; set true to line and grade and hold rigidly in place by stakes placed outside forms and flush with or below top edge of forms; form height equal to full specified depth of sidewalk; wood form minimum nominal thickness: 2".
 2. Cross section: conform to type shown on plans.
 3. Spreading: deposit concrete on subgrade in manner requiring as little rehandling as possible; prevent segregation of concrete when discharged; spread with shovels; do not walk on freshly mixed concrete with boots or shoes coated with earth or other foreign substances.
 4. Construction joints: place at end of each day's work or any other time when process of depositing concrete is stopped for more than 30 min.; sections less than one division into which walk is being divided not permitted; construct construction joint using header board made from clean lumber

having minimum 2" nominal thickness; set header board accurately and hold perpendicular to surface.

5. Expansion joints: install transverse or longitudinal expansion joints whenever sidewalk or driveway concrete is placed against curb, driveway or pavement slab, existing sidewalk or structure; install expansion joint at property side of crosswalks in intersections and at intervals not greater than 100'; construct expansion joints by installing 1/2" thick strip of approved non-extruded, premolded joint material full depth of concrete; carefully trim any expansion joint material protruding above finished work to level or abutting concrete.

I. Placement of Reinforcing Steel

1. In a 5' sidewalk, 4" thick, a minimum of two 1/2" pieces of rebar will be centered in the pour, approximately 6" from each edge, continuous through the whole pour.
2. In a 5' sidewalk, 6" thick, a minimum of two 5/8" pieces of rebar will be centered in the pour, approximately 6" from each edge, continuous through the whole pour.
3. In a driveway 6" thick pour a minimum of three 5/8" rebar will be centered in the pour, approximately 6" from each edge with one placed in the middle, continuous through the whole pour.
4. The cost of reinforcing steel is incidental to construction of the sidewalk.

J. Concrete finishing

1. Place concrete to slightly overfill space between forms; spread immediately and consolidate with vibrator; smooth with straight edge; float with wooden float to depress large aggregate and create dense surface; after floating, allow to set until shine has disappeared from surface.
2. Use steel trowel or magnesium float to smooth concrete surface free from defects and blemishes.
3. Finish concrete edges with edging tool having radius of approximately 1/2".
4. Provide soft broom finish; broom at right angles to surfacing.

K. Cure and protect sidewalks and driveway approaches as specified for pavement.

L. Form removal

1. Timing: remove forms after initial set has taken place but not less than 6 hours after concrete has been placed; Engineer may vary minimum time according to weather and temperature conditions.
2. Concrete protection: backfill areas adjacent to concrete immediately after forms are removed or construct check dams or other protection to prevent saturation or erosion of subgrade under or near concrete.

M. Cleaning sidewalks and driveway crossings

1. Clean sidewalk or driveway immediately after end of curing period of all liter, construction materials and tools; remove excess dirt from site and broom sidewalk or driveway clean.
- N. Restrictions on construction and use of pavement apply to sidewalks and driveway approaches.

12. PAYMENT

- A. No separate payment will be made for work covered under this part of the specifications except as set forth below. All other items are incidental to construction. Surfacing damaged by Contractor beyond removal limits replaced by Contractor at no cost to Owner.
- B. Reinforced PCC Sidewalk, SY: Unit price includes furnishing all labor, equipment and materials necessary to complete work required for construction of new reinforced portland cement concrete sidewalks including subgrade preparation, forming, placing, consolidating, testing, finishing, jointing, curing, and miscellaneous associated work including cleanup.
1. Sidewalk thickness: minimum thickness is 4" except at section through driveways where minimum thickness is 6" and except at pedestrian curb ramps where minimum thickness is 6" and thickened to 8" where sidewalk forms or abuts curb.
 2. 6" thick sidewalk sections through driveways will be paid for as 6" thick sidewalk; all other sidewalk including pedestrian curb ramps and thickened edges will be paid for as 4" thick sidewalk.
 3. Reinforcing steel required for sidewalk.
 4. Detectable Warnings will be paid separately from the underlying sidewalk.
- C. Portland Cement Concrete Driveway, SY: Unit price includes cost of equipment, labor and materials and incidentals necessary to complete work required for construction of new portland cement concrete pavement and driveways as specified and shown on plans.
- D. Portland Cement Concrete Curb and Gutter, LF: Unit price includes cost of equipment, labor, materials and incidentals necessary to complete work required for construction of new Portland Cement Concrete curb and gutter as specified.
- E. Detectable Warnings, SF: Unit price includes cost of equipment, labor and materials and incidentals necessary to complete work required for construction of detectable warnings in curb ramps as specified and shown on plans.

RESOLUTION NO. 1213

RESOLUTION ACCEPTING BIDS AND AWARDING THE CONSTRUCTION CONTRACT FOR THE OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE II PROJECT.

WHEREAS, the City Council of the City of West Branch, Iowa, has heretofore deemed it necessary to construct sidewalk improvements to provide a safer route to school for the students who live in the City, said project having been referred to as the “Oliphant Street Sidewalks – Phase II” (the “Project”); and

WHEREAS, the City Council has previously approved the plans, specifications, form of contract and estimate of cost for said Project; and

WHEREAS, bids were received by the City pursuant to published notice; and

WHEREAS, the bid of INSERT CONTRACTOR NAME of INSERT CITY, Iowa, was the lowest, responsive, responsible bidder in an amount of \$_____ ; and

WHEREAS, the City Engineer has recommended to the City Council that the contract be awarded to INSERT CONTRACTOR NAME.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that all bids have been accepted and that INSERT CONTRACTOR NAME be awarded the construction contract for said Project in an amount of not-to-exceed \$_____.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City.

Passed and approved this 23rd day of June, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION 1216

RESOLUTION APPROVING THOSE CERTAIN AGREEMENTS IN CONNECTION WITH THE OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE 2 PROJECT.

WHEREAS, the City of West Branch is concerned about the safety of children walking to and from school; and

WHEREAS, the City Council has discussed at length the sidewalks that would provide the most benefit to children walking to school; and

WHEREAS, the Oliphant Street Sidewalk Project, which proposes a five foot sidewalk on the west and north sides of Oliphant Street from Crestview Drive to North Downey Street, is one of the these projects; and

WHEREAS, City staff and elected officials have discussed the proposed project with thirteen property owners whose property would be impacted as a result of the construction of the Oliphant Street Sidewalk Project; and

WHEREAS, the City Attorney and City Staff have prepared easement agreements for the review of these thirteen property owners; and

WHEREAS, these easement agreements require approval of the West Branch City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that any and all easement agreements with the Owners necessary to complete the project be and the same are hereby approved. Further, the Mayor and City Clerk are directed to execute said agreements on behalf of the City.

Passed and approved this 23rd day of June, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

PLOTTED: Thursday, June 06, 2014 11:04:33 PM

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

SIDEWALK EASEMENT FOR THE CITY OF WEST BRANCH, IOWA

Perpetual Easement Description

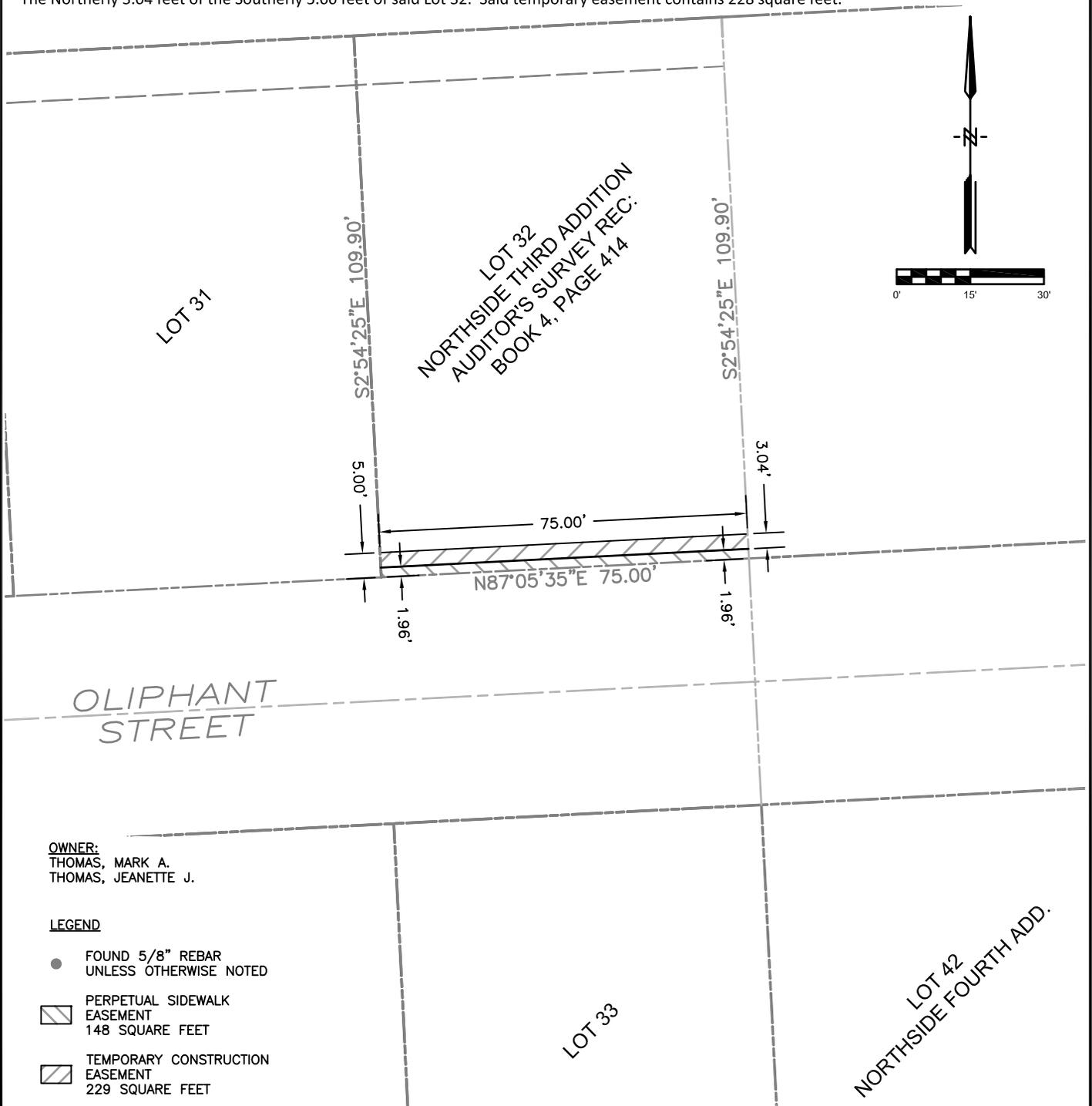
A perpetual sidewalk easement located in Lot 32, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said perpetual easement being more particularly described as:

The Southerly 1.96 feet of said Lot 32. Said perpetual easement contains 147 square feet.

Temporary Easement Description

A temporary construction easement located in Lot 32, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said temporary easement being more particularly described as:

The Northerly 3.04 feet of the Southerly 5.00 feet of said Lot 32. Said temporary easement contains 228 square feet.



OWNER:
 THOMAS, MARK A.
 THOMAS, JEANETTE J.

LEGEND

- FOUND 5/8" REBAR
UNLESS OTHERWISE NOTED
- PERPETUAL SIDEWALK
EASEMENT
148 SQUARE FEET
- TEMPORARY CONSTRUCTION
EASEMENT
229 SQUARE FEET

| | |
|-----------|----------|
| SCALE | AS NOTED |
| DRAWN | BCT |
| CHECKED | ALG |
| APPROVED | DRS |
| DATE | 5-2-2014 |
| A.C. DATE | |



VEENSTRA & KIMM, INC.

SIDEWALK EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
FOR THE CITY OF WEST BRANCH, IOWA

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

DWG. NO.

PE-01

PROJECT 368128

X-REFS: 368128 Design C:\USERS\BRIAN\DESKTOP\EASEMENTS\PE-01 THOMAS EASEMENT

PLOTTED: Thursday, June 06, 2014 11:01:57 PM

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

SIDEWALK EASEMENT FOR THE CITY OF WEST BRANCH, IOWA

Perpetual Easement Description

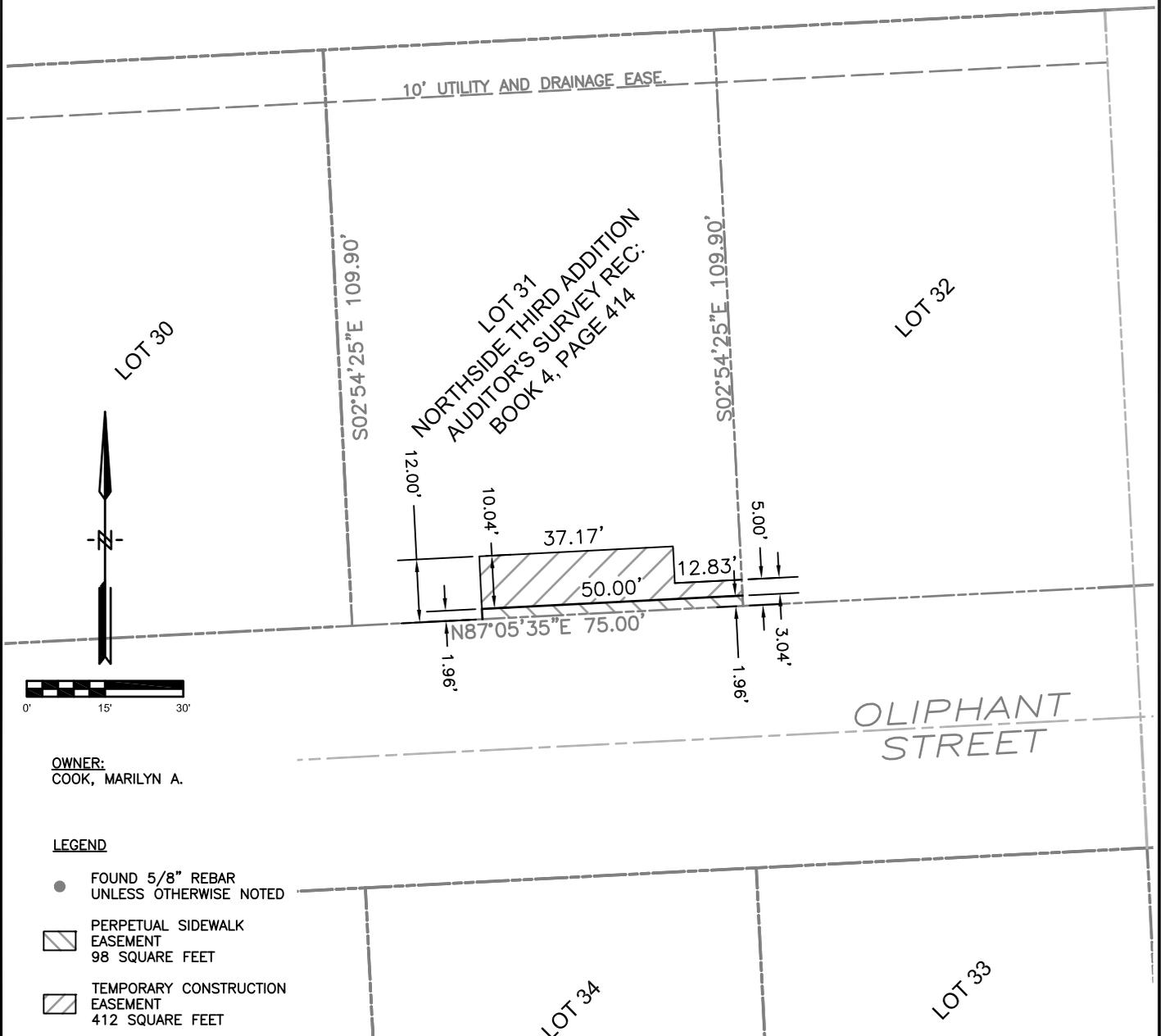
A perpetual sidewalk easement located in Lot 31, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said perpetual easement being more particularly described as:

The Southerly 1.96 feet of the Easterly 50.00 feet of said Lot 31. Said perpetual easement contains 98 square feet.

Temporary Easement Description

A temporary construction easement located in Lot 31, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said temporary easement being more particularly described as:

The Northerly 3.04 feet of the Southerly 5.00 feet of the Easterly 12.83 feet of said Lot 31 AND the Northerly 8.08 feet of the Southerly 12.00 feet of the Westerly 37.17 feet of the Easterly 50.00 feet of said Lot 31. Said temporary easement contains 412 square feet.



OWNER:
COOK, MARILYN A.

LEGEND

- FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
- ▨ PERPETUAL SIDEWALK EASEMENT 98 SQUARE FEET
- ▨ TEMPORARY CONSTRUCTION EASEMENT 412 SQUARE FEET

| | |
|-----------|----------|
| SCALE | AS NOTED |
| DRAWN | BCT |
| CHECKED | ALG |
| APPROVED | DRS |
| DATE | 5-2-2014 |
| A.C. DATE | |



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DWG. NO.

PE-02

PROJECT 368128

X-REFS: 368128 Design
 FILE PATH: C:\USERS\BRIAN\DESKTOP\EASEMENTS\PE-02 COOK EASEMENT_REV 2014-6-5

PLOTTED: Thursday, June 06, 2014 10:39:46 PM

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

SIDEWALK EASEMENT FOR THE CITY OF WEST BRANCH, IOWA

Perpetual Easement Description

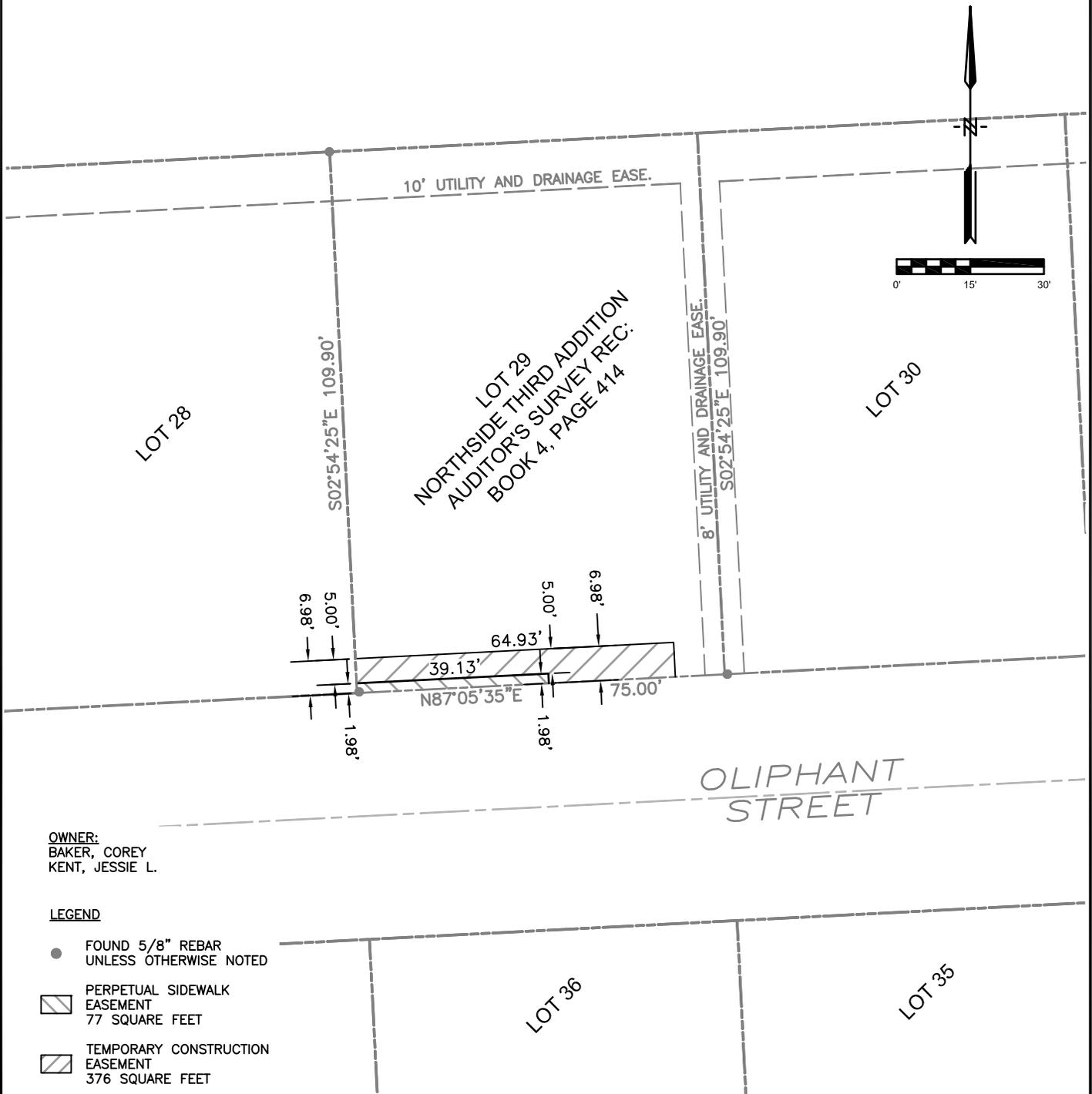
A perpetual sidewalk easement located in Lot 29, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said perpetual easement being more particularly described as:

The Southerly 1.98 feet of the Westerly 39.13 feet of said Lot 29. Said perpetual easement contains 77 square feet.

Temporary Easement Description

A temporary construction easement located in Lot 29, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said temporary easement being more particularly described as:

The Northerly 5.00 feet of the Southerly 6.98 feet of the Westerly 39.13 feet AND the Southerly 6.98 feet of the Easterly 25.80 feet of the Westerly 64.93 feet of said Lot 29. Said temporary easement contains 376 square feet.



OWNER:
BAKER, COREY
KENT, JESSIE L.

LEGEND

- FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
- ▨ PERPETUAL SIDEWALK EASEMENT 77 SQUARE FEET
- ▨ TEMPORARY CONSTRUCTION EASEMENT 376 SQUARE FEET

| | |
|-----------|----------|
| SCALE | AS NOTED |
| DRAWN | BCT |
| CHECKED | ALG |
| APPROVED | DRS |
| DATE | 6-5-2014 |
| A.C. DATE | |



VEENSTRA & KIMM, INC.

**SIDEWALK EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
FOR THE CITY OF WEST BRANCH, IOWA**

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DWG. NO.

PE-04

PROJECT 368128

X-REFS: 368128 Design C:\USERS\BRIAN\DESKTOP\EASEMENTS\PE-04 BAKER-KENT EASEMENT_REV 2014.6-5

PLOTTED: Thursday, June 12, 2014 1:37:31 PM

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

SIDEWALK EASEMENT FOR THE CITY OF WEST BRANCH, IOWA

Perpetual Easement Description

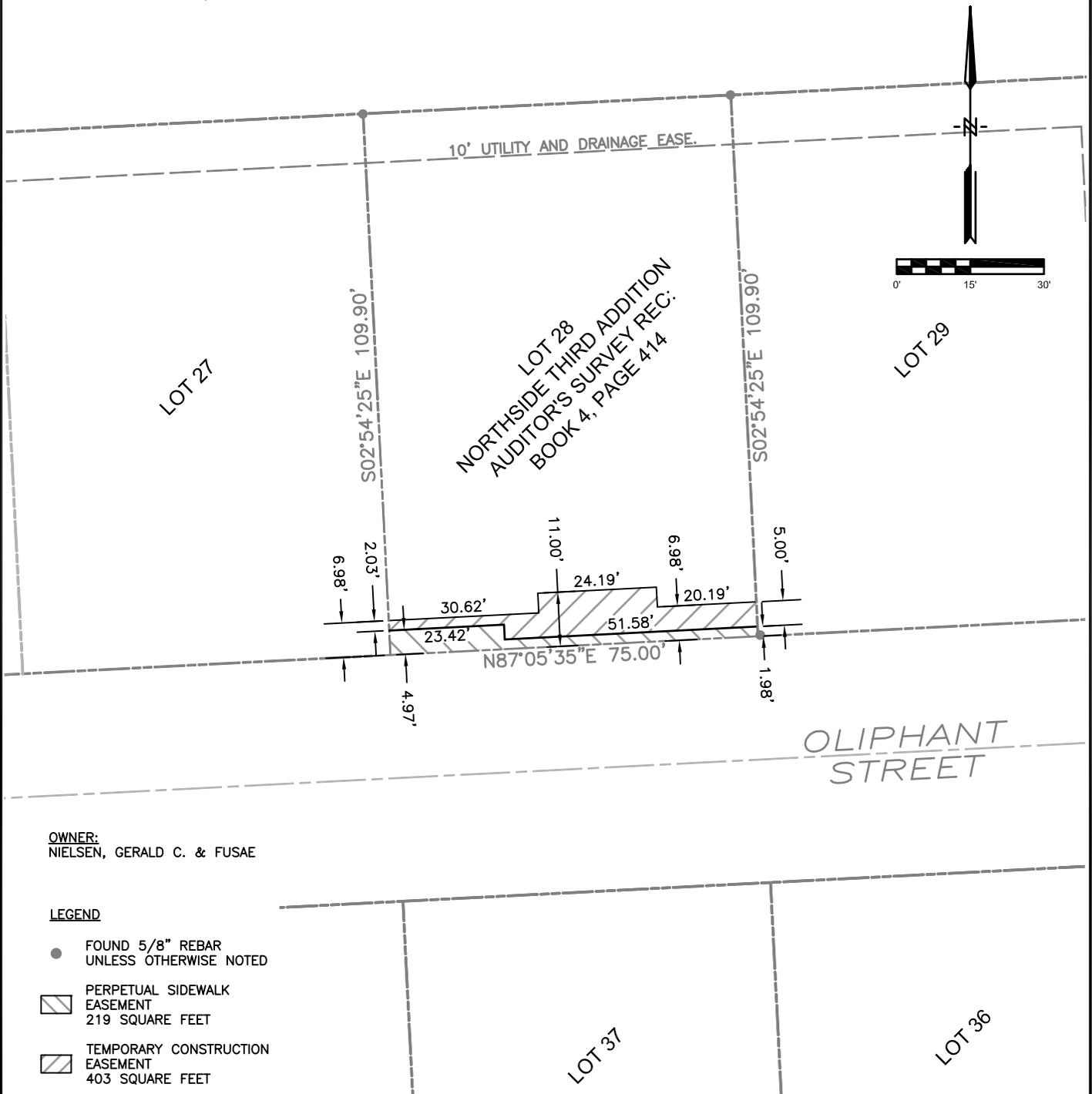
A perpetual sidewalk easement located in Lot 28, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said perpetual easement being more particularly described as:

The Southerly 1.98 feet of the Easterly 51.58 feet of said Lot 28 AND the Southerly 4.97 feet of the Westerly 23.42 feet of said Lot 28.. Said perpetual easement contains 219 square feet.

Temporary Easement Description

A temporary construction easement located in Lot 28, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said temporary easement being more particularly described as:

The Northerly 5.00 feet of the Southerly 6.98 feet of the Easterly 20.19 feet of said Lot 28 AND the Northerly 9.02 feet of the Southerly 11.00 feet of the Westerly 24.19 feet of the Easterly 44.38 feet of said Lot 28 AND the Northerly 5.00 feet of the Southerly 6.98 feet of the Easterly 7.20 feet of the Westerly 30.62 feet of said Lot 28 AND the Northerly 2.03 feet of the Southerly 6.98 feet of the Westerly 23.42 feet of said Lot 28. Said temporary easement contains 403 square feet.



OWNER:
 NIELSEN, GERALD C. & FUSAE

LEGEND

- FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
- ▨ PERPETUAL SIDEWALK EASEMENT 219 SQUARE FEET
- ▩ TEMPORARY CONSTRUCTION EASEMENT 403 SQUARE FEET

| | |
|-----------|----------|
| SCALE | AS NOTED |
| DRAWN | BCT |
| CHECKED | ALG |
| APPROVED | DRS |
| DATE | 5-2-2014 |
| A.C. DATE | |



VEENSTRA & KIMM, INC.

SIDEWALK EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
FOR THE CITY OF WEST BRANCH, IOWA

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DWG. NO.

PE-05

PROJECT 368128

X-REFS: 368128 Design Z:\WEST BRANCH 368128 OLIPHANT STREET SIDEWALK IMPROVEMENTS 2014 DSDRAWINGS\PRODUCTION DRAWINGS\EASEMENTS\PE-05 NIELSEN EASEMENT

PLOTTED: Thursday, June 06, 2014 11:07:09 PM

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

SIDEWALK EASEMENT FOR THE CITY OF WEST BRANCH, IOWA

Perpetual Easement Description

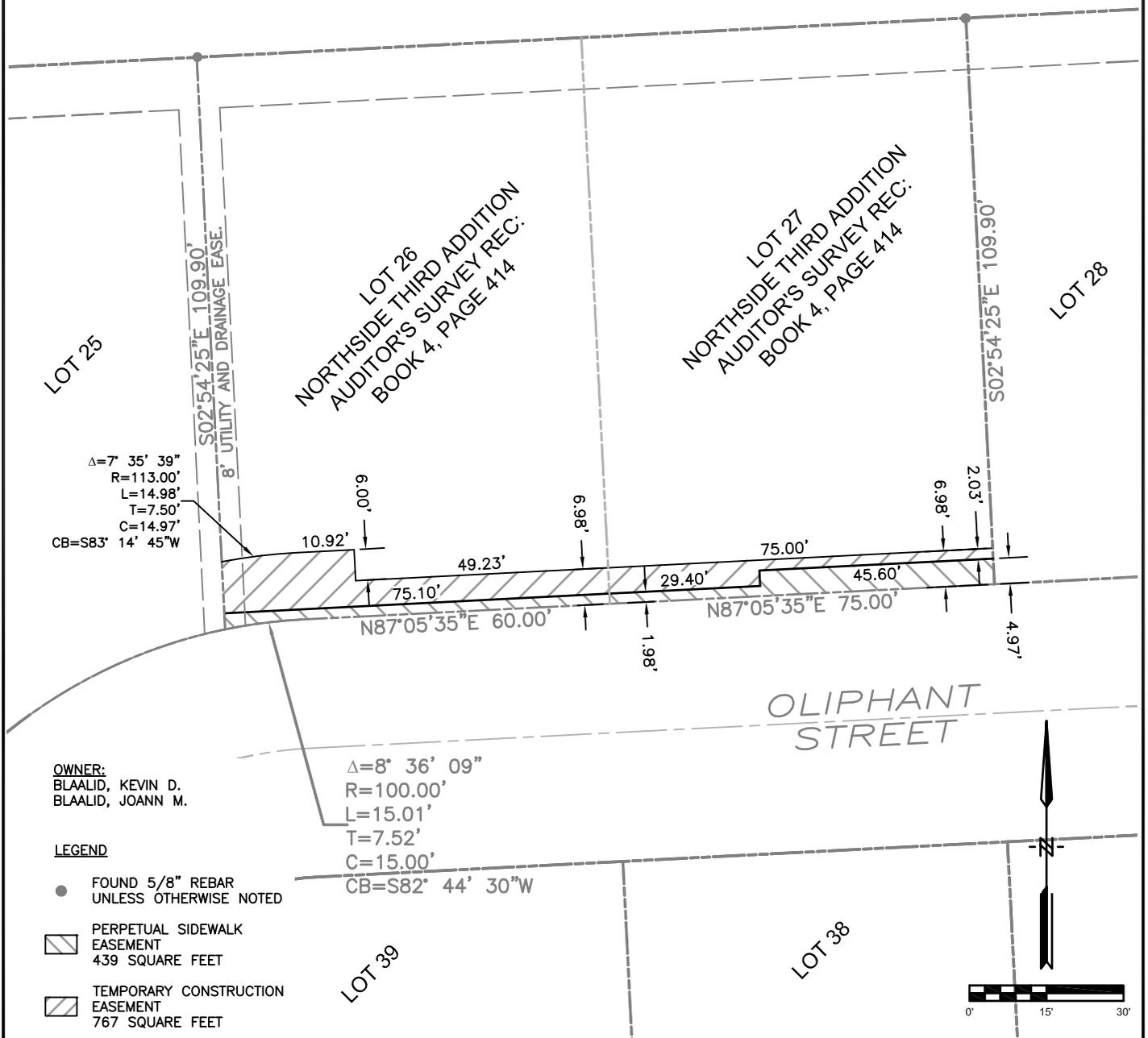
A perpetual sidewalk easement located in Lot 26 and Lot 27, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said perpetual easement being more particularly described as:

The Southerly 4.97 feet of the Easterly 45.60 feet of said Lot 27 AND the Southerly 1.98 feet of the Westerly 29.40 feet of said Lot 27 AND The Southerly 1.98 feet of said Lot 26. Said perpetual easement contains 439 square feet.

Temporary Easement Description

A temporary construction easement located in Lot 26 and Lot 27, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said temporary easement being more particularly described as:

The Northerly 2.03 feet of the Southerly 6.98 feet of said Lot 27 AND the Northerly 5.00 feet of the Southerly 6.98 feet of the Westerly 29.40 feet of said Lot 27 AND the Northerly 5.00 feet of the Southerly 6.98 feet of the Easterly 49.23 feet of said Lot 26 AND the Northerly 11.00 feet of the Southerly 12.98 feet of the Westerly 25.90 feet of said Lot 26. Said temporary easement contains 767 square feet.



X-REFS: 368128 Design C:\USERS\BRIAN\DESKTOP\EASEMENTS\PE-06 BLAALID EASEMENT

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| SCALE | AS NOTED |
| DRAWN | BCT |
| CHECKED | ALG |
| APPROVED | DRS |
| DATE | 5-2-2014 |
| A.C. DATE | |



VEENSTRA & KIMM, INC.

SIDEWALK EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
FOR THE CITY OF WEST BRANCH, IOWA

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| DWG. NO. | PE-06 |
| PROJECT | 368128 |

PLOTTED: Thursday, June 06, 2014 10:23:13 PM

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

SIDEWALK EASEMENT FOR THE CITY OF WEST BRANCH, IOWA

Perpetual Easement Description

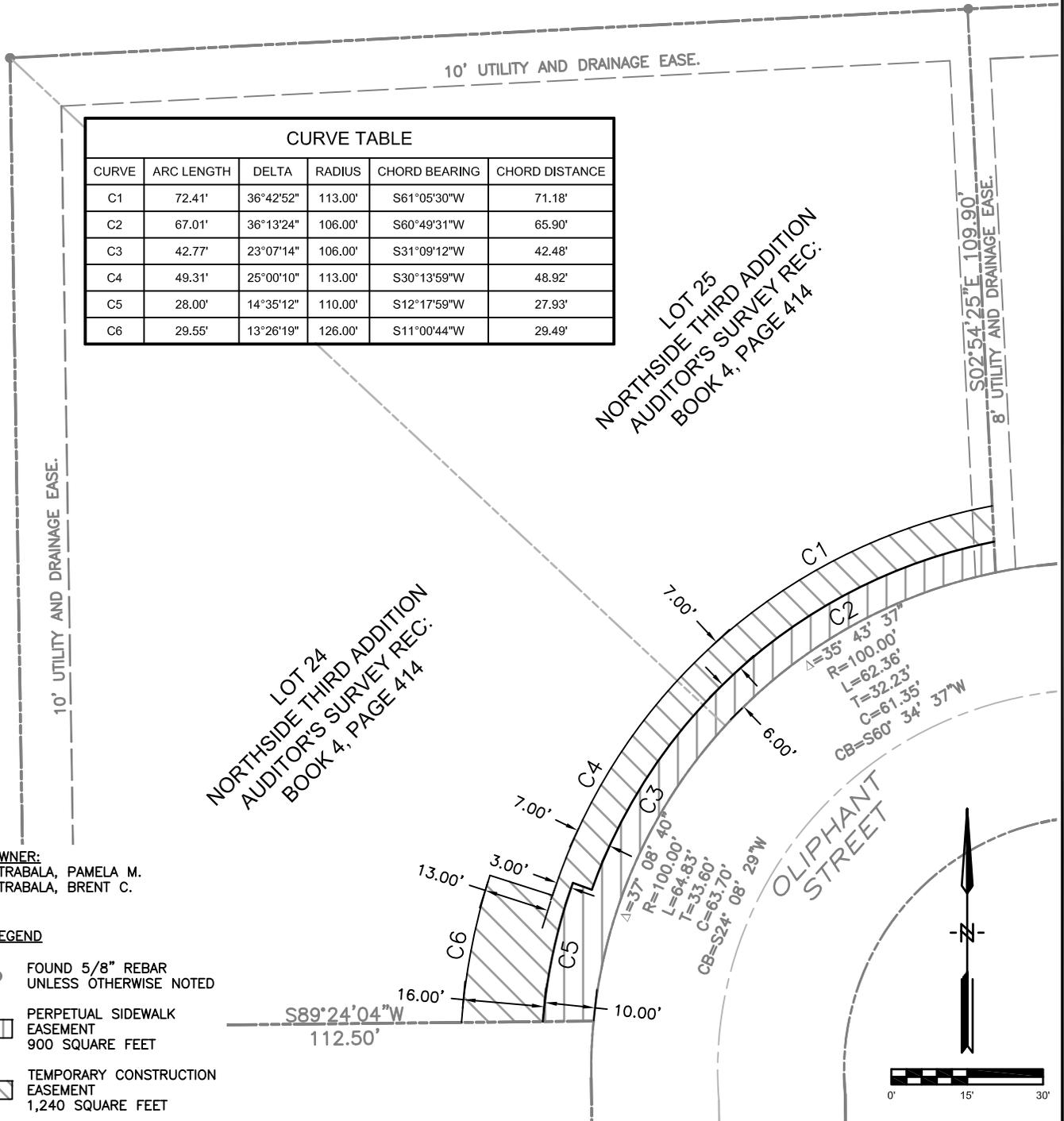
A perpetual sidewalk easement located in Lot 24 and Lot 25, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said perpetual easement being more particularly described as:

The Southeasterly 6.00 feet of said Lot 25 AND the Easterly 6.00 feet of the Northerly 42.77 feet of said Lot 24 AND The Easterly 10.00 feet of the Southerly 28.00 feet of said Lot 24, all being adjacent and parallel to the Northwestern Right of Way of Oliphant Street. Said perpetual easement contains 900 square feet.

Temporary Easement Description

A temporary construction easement located in Lot 24 and Lot 25, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said temporary easement being more particularly described as:

The Northwestern 7.00 feet of the Southeasterly 13.00 feet of said Lot 25 AND the Westerly 7.00 feet of the Easterly 13.00 feet of the Northerly 42.77 feet of said Lot 24 AND the Westerly 3.00 feet of the Easterly 13.00 feet of the Southerly 6.54 feet of the Northerly 49.31 feet of said Lot 24 AND the Westerly 16.00 feet of the Easterly 26.00 feet of the Southerly 29.49 feet of said Lot 24. Said temporary easement contains 1,240 square feet.



| CURVE TABLE | | | | | |
|-------------|------------|-----------|---------|---------------|----------------|
| CURVE | ARC LENGTH | DELTA | RADIUS | CHORD BEARING | CHORD DISTANCE |
| C1 | 72.41' | 36°42'52" | 113.00' | S61°05'30"W | 71.18' |
| C2 | 67.01' | 36°13'24" | 106.00' | S60°49'31"W | 65.90' |
| C3 | 42.77' | 23°07'14" | 106.00' | S31°09'12"W | 42.48' |
| C4 | 49.31' | 25°00'10" | 113.00' | S30°13'59"W | 48.92' |
| C5 | 28.00' | 14°35'12" | 110.00' | S12°17'59"W | 27.93' |
| C6 | 29.55' | 13°26'19" | 126.00' | S11°00'44"W | 29.49' |

OWNER:
STRABALA, PAMELA M.
STRABALA, BRENT C.

LEGEND

- FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
- ▭ PERPETUAL SIDEWALK EASEMENT 900 SQUARE FEET
- ▨ TEMPORARY CONSTRUCTION EASEMENT 1,240 SQUARE FEET

| | |
|-----------|----------|
| SCALE | AS NOTED |
| DRAWN | BCT |
| CHECKED | ALG |
| APPROVED | DRS |
| DATE | 6-5-2014 |
| A.C. DATE | |



VEENSTRA & KIMM, INC.

SIDEWALK EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
FOR THE CITY OF WEST BRANCH, IOWA

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

DWG. NO.

PE-07

PROJECT 368128

X-REFS: 368128 Design C:\USERS\BRIAN\DESKTOP\EASEMENTS\PE-07 STRABALA EASEMENT_REV 2014-6-5

PLOTTED: Thursday, June 05, 2014 9:52:15 PM

X-REFS: 368128 Design
C:\USERS\BRIAN\DESKTOP\EASEMENTS\PE-08 BOWEN EASEMENT_REV 2014-6-5

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

SIDEWALK EASEMENT FOR THE CITY OF WEST BRANCH, IOWA

Perpetual Easement Description

A perpetual sidewalk easement located in Lot 22 and Lot 23, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said perpetual easement being more particularly described as:

The Easterly 10.00 feet of the Northerly 33.89 feet of said Lot 23 AND the Easterly 12.00 feet of the Southerly 41.16 feet of said Lot 23 AND The Easterly 12.00 feet of the Northerly 64.32 feet of said Lot 22 AND the Easterly 10.00 feet of the Southerly 12.47 feet of said Lot 22. Said perpetual easement contains 1,720 square feet.

Temporary Easement Description

A temporary construction easement located in Lot 22 and Lot 23, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said temporary easement being more particularly described as:

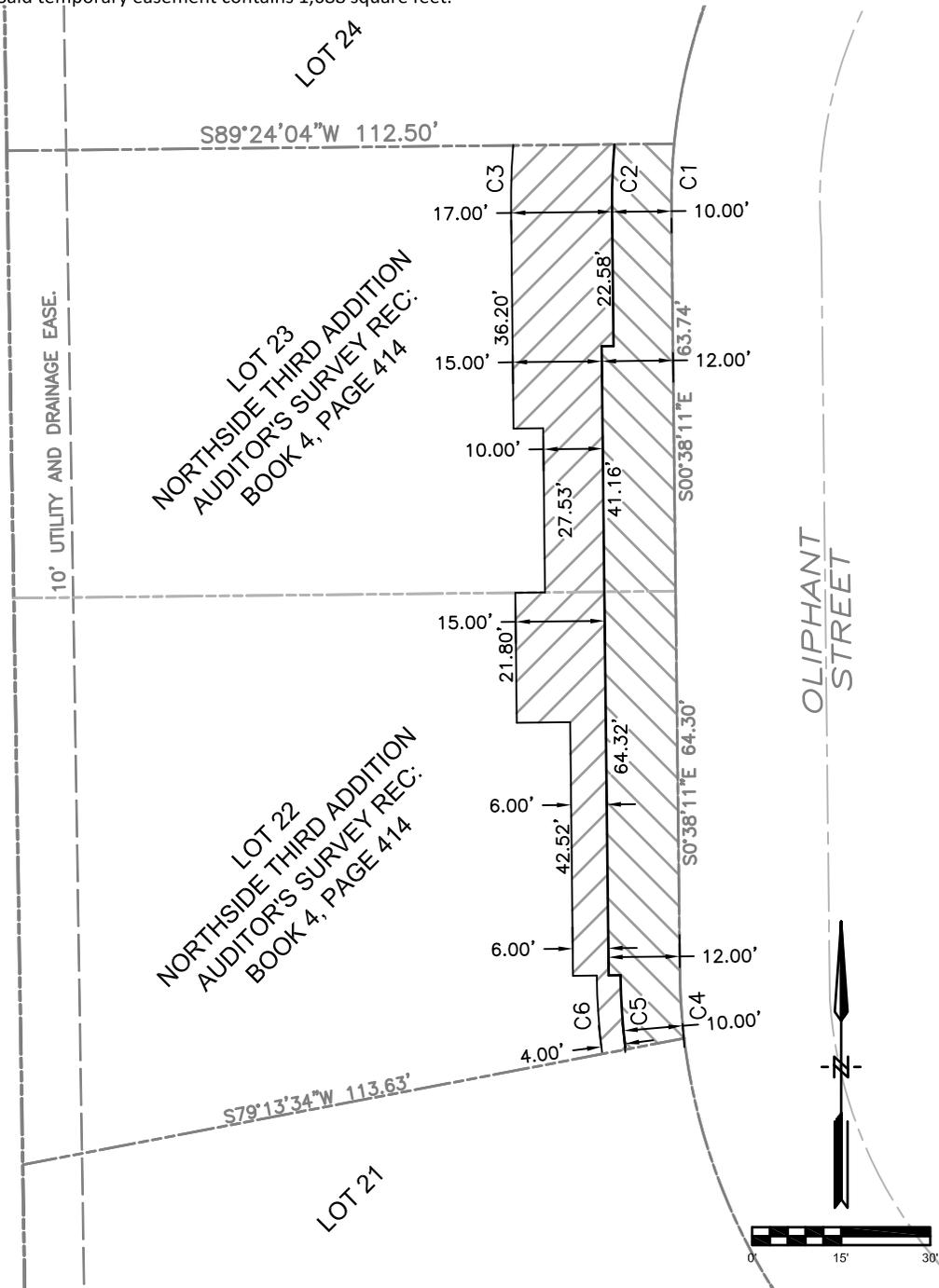
The Westerly 17.00 feet of the Easterly 27.00 feet of the Northerly 33.89 feet of said Lot 23 AND the Westerly 15.00 feet of the Easterly 27.00 feet of the Southerly 13.79 feet of the Northerly 47.68 feet of said Lot 23 AND the Westerly 10.00 foot of the Easterly 22.00 feet of the Southerly 27.53 feet of said Lot 23 AND the Westerly 15.00 feet of the Easterly 27.00 feet of the Northerly 21.79 feet of said Lot 22 AND the Westerly 6.00 feet of the Easterly 18.00 feet of the Southerly 42.52 feet of the Northerly 64.32 feet of said Lot 22 AND the Westerly 4.00 foot of the Easterly 14.00 feet of the Southerly 13.19 feet of said Lot 22. Said temporary easement contains 1,688 square feet.

| CURVE TABLE | | | | | |
|-------------|------------|----------|---------|---------------|----------------|
| CURVE | ARC LENGTH | DELTA | RADIUS | CHORD BEARING | CHORD DISTANCE |
| C1 | 11.27' | 6°27'18" | 100.00' | S02°20'30"W | 11.26' |
| C2 | 11.31' | 5°53'32" | 110.00' | S02°03'37"W | 11.31' |
| C3 | 11.48' | 5°10'43" | 127.00' | S01°42'13"W | 11.47' |
| C4 | 10.71' | 6°05'19" | 100.77' | S03°46'48"E | 10.70' |
| C5 | 12.47' | 6°28'52" | 110.77' | S03°57'35"E | 12.46' |
| C6 | 13.19' | 6°35'07" | 114.77' | S04°00'59"E | 13.18' |

OWNER:
BOWEN, ROGER B.
BOWEN, DORTHY E.

LEGEND

- FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
- PERPETUAL SIDEWALK EASEMENT
1,720 SQUARE FEET
- TEMPORARY CONSTRUCTION EASEMENT
1,688 SQUARE FEET



| | |
|-----------|----------|
| SCALE | AS NOTED |
| DRAWN | BCT |
| CHECKED | ALG |
| APPROVED | DRS |
| DATE | 5-2-2014 |
| A.C. DATE | |



VEENSTRA & KIMM, INC.

**SIDEWALK EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
FOR THE CITY OF WEST BRANCH, IOWA**

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

DWG. NO.

PE-08

PROJECT 368128

PLOTTED: Thursday, June 06, 2014 9:54:15 PM

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

SIDEWALK EASEMENT FOR THE CITY OF WEST BRANCH, IOWA

Perpetual Easement Description

A perpetual sidewalk easement located in Lot 21, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said perpetual easement being more particularly described as:

The Easterly 7.00 feet of the Northerly 25.93 feet of said Lot 21 AND the Easterly 1.00 feet of the Southerly 52.33 feet of said Lot 21. Said perpetual easement contains 242 square feet.

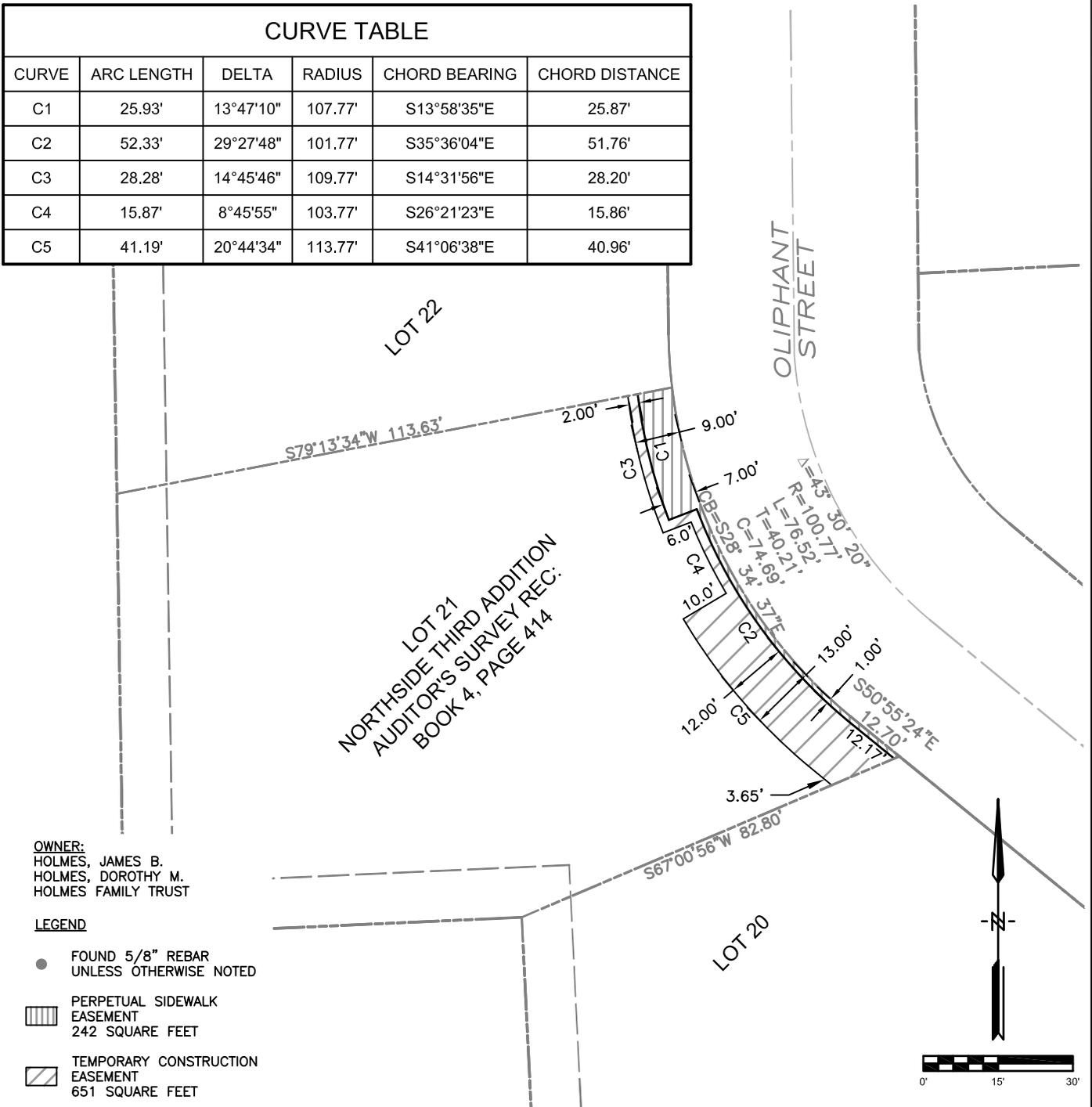
Temporary Easement Description

A temporary construction easement located in Lot 21, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said temporary easement being more particularly described as:

The Westerly 9.00 feet of the Northerly 28.28 feet of said Lot 21 AND the Westerly 2.00 feet of the Easterly 3.00 feet of the Southerly 15.87 feet of the Northerly 44.15 feet of said Lot 21 AND the Westerly 10.00 feet of the Easterly 13.00 feet of the Southerly 44.84 feet of said Lot 21, excepting therefrom the previously described perpetual easement. Said temporary easement contains 651 square feet.

CURVE TABLE

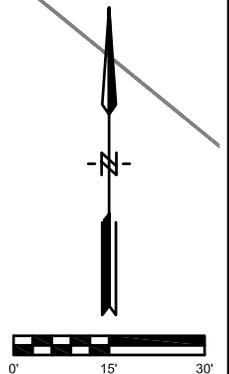
| CURVE | ARC LENGTH | DELTA | RADIUS | CHORD BEARING | CHORD DISTANCE |
|-------|------------|-----------|---------|---------------|----------------|
| C1 | 25.93' | 13°47'10" | 107.77' | S13°58'35"E | 25.87' |
| C2 | 52.33' | 29°27'48" | 101.77' | S35°36'04"E | 51.76' |
| C3 | 28.28' | 14°45'46" | 109.77' | S14°31'56"E | 28.20' |
| C4 | 15.87' | 8°45'55" | 103.77' | S26°21'23"E | 15.86' |
| C5 | 41.19' | 20°44'34" | 113.77' | S41°06'38"E | 40.96' |



OWNER:
 HOLMES, JAMES B.
 HOLMES, DOROTHY M.
 HOLMES FAMILY TRUST

LEGEND

- FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
- PERPETUAL SIDEWALK EASEMENT 242 SQUARE FEET
- TEMPORARY CONSTRUCTION EASEMENT 651 SQUARE FEET



| | |
|-----------|----------|
| SCALE | AS NOTED |
| DRAWN | BCT |
| CHECKED | ALG |
| APPROVED | DRS |
| DATE | 5-2-2014 |
| A.C. DATE | |



VEENSTRA & KIMM, INC.

SIDEWALK EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
FOR THE CITY OF WEST BRANCH, IOWA

860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1563
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DWG. NO.

PE-09

PROJECT 368128

X-REFS: 368128 Design C:\USERS\BRIAN\DESKTOP\EASEMENTS\PE-09 HOLMES EASEMENT_REV 2014-5-5

PLOTTED: Thursday, June 05, 2014 9:42:18 PM

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

SIDEWALK EASEMENT FOR THE CITY OF WEST BRANCH, IOWA

Perpetual Easement Description

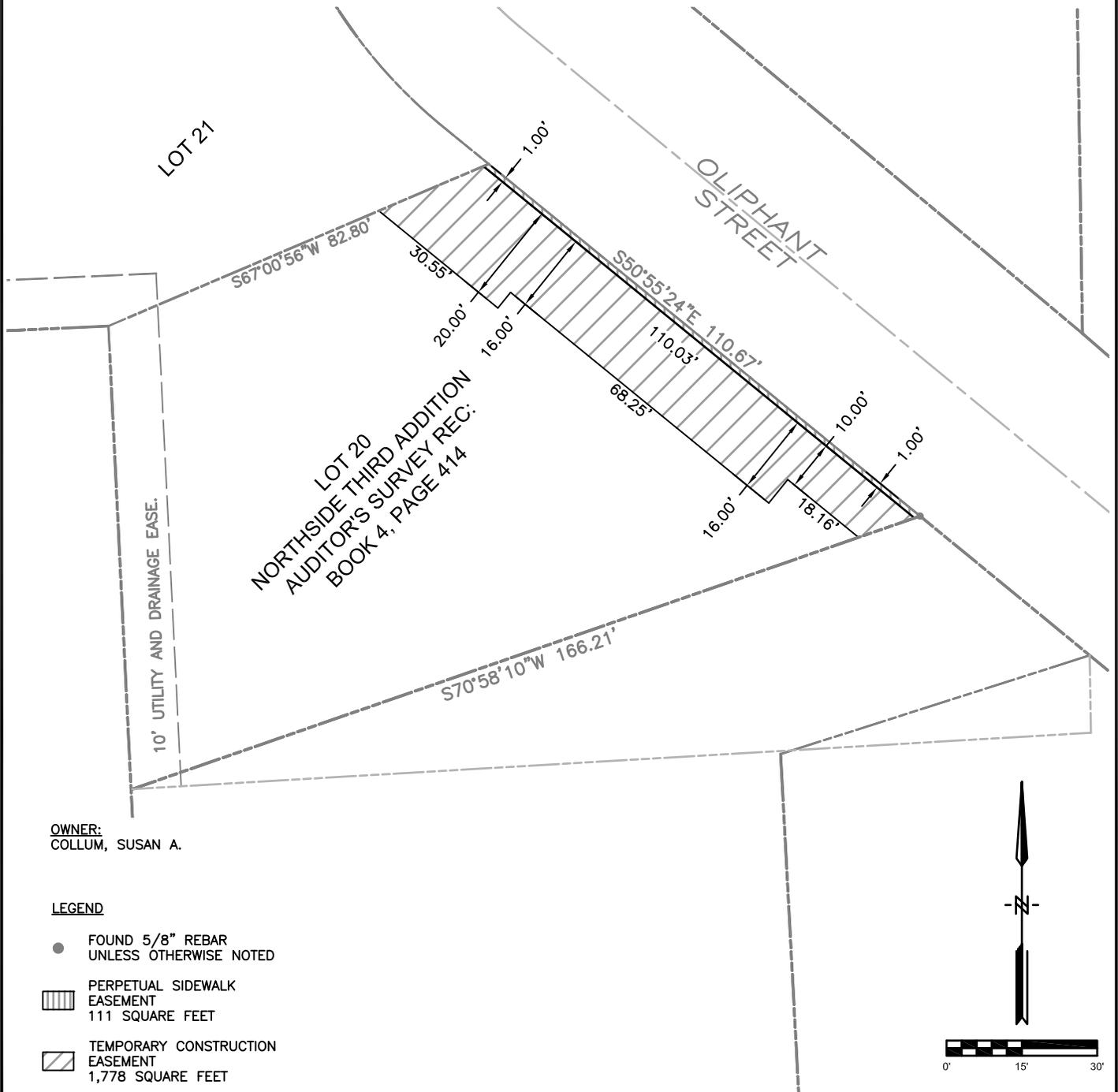
A perpetual sidewalk easement located in Lot 20, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said perpetual easement being more particularly described as:

The Easterly 1.00 foot of said Lot 20. Said perpetual easement contains 111 square feet.

Temporary Easement Description

A temporary construction easement located in Lot 20, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said temporary easement being more particularly described as:

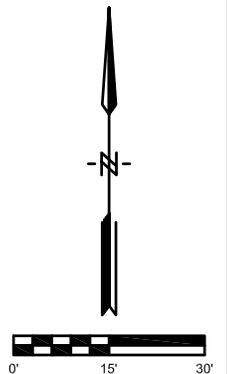
The Westerly 20.00 feet of the Easterly 21.00 feet of the Northerly 30.55 feet of said Lot 20 AND the Westerly 16.00 feet of the Easterly 17.00 feet of the Southerly 68.25 feet of the Northerly 98.80 feet of said Lot 20 AND the Westerly 10.00 feet of the Easterly 11.00 feet of the Southerly 18.16 feet of said Lot 20. Said temporary easement contains 1,778 square feet.



OWNER:
COLLUM, SUSAN A.

LEGEND

- FOUND 5/8" REBAR
UNLESS OTHERWISE NOTED
- PERPETUAL SIDEWALK
EASEMENT
111 SQUARE FEET
- TEMPORARY CONSTRUCTION
EASEMENT
1,778 SQUARE FEET



| | |
|-----------|----------|
| SCALE | AS NOTED |
| DRAWN | BCT |
| CHECKED | ALG |
| APPROVED | DRS |
| DATE | 6-5-2014 |
| A.C. DATE | |



VEENSTRA & KIMM, INC.

SIDEWALK EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
FOR THE CITY OF WEST BRANCH, IOWA

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DWG. NO.

PE-10

PROJECT 368128

X-REFS: 368128 Design
 FILE PATH: C:\USERS\BRIAN\DESKTOP\EASEMENTS\PE-10 COLLUM EASEMENT_REV 2014-6-5

Thursday, June 06, 2014 9:40:15 PM
 PLOTTED:

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

SIDEWALK EASEMENT FOR THE CITY OF WEST BRANCH, IOWA

Perpetual Easement Description

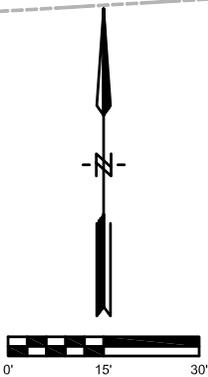
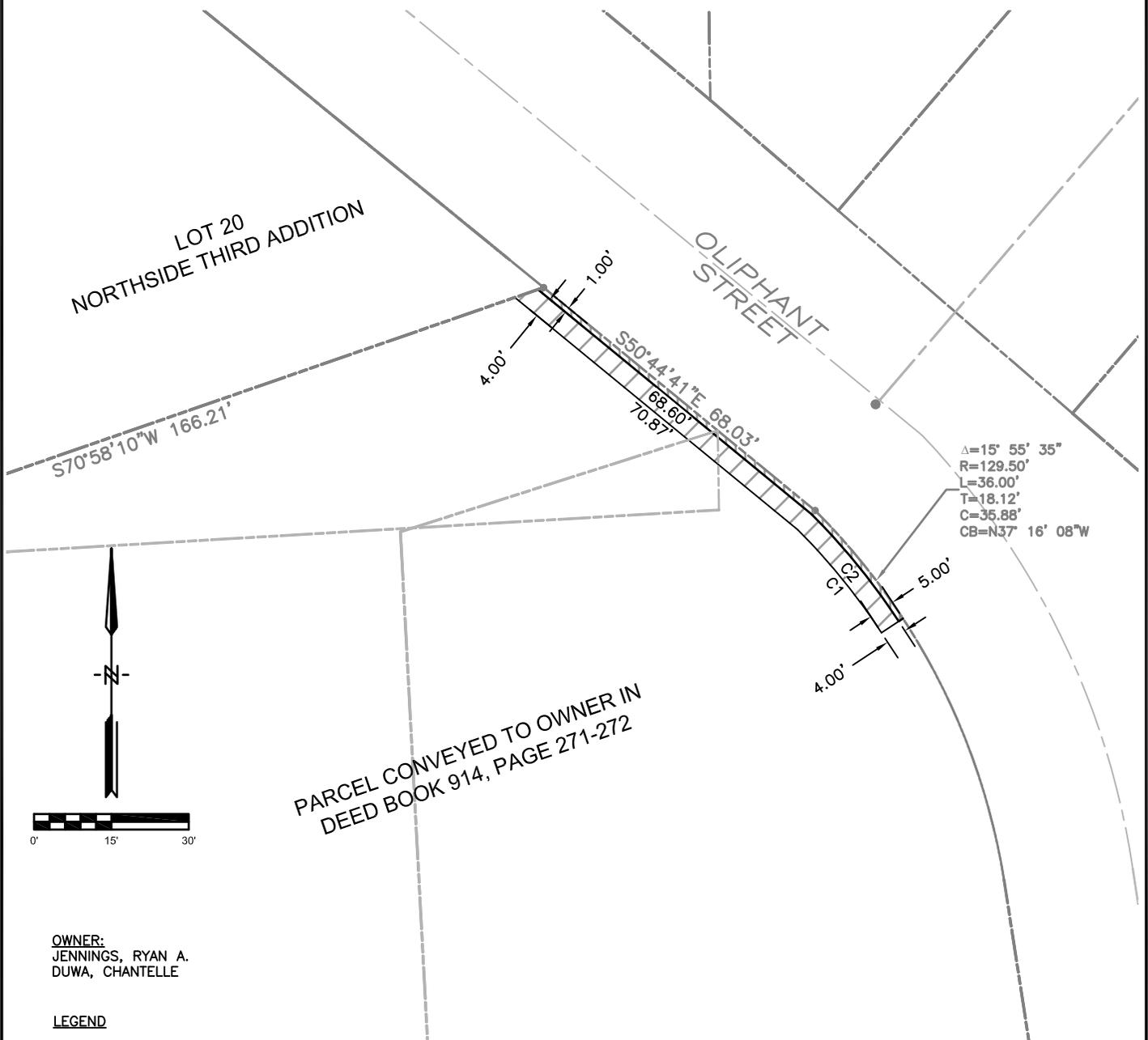
A perpetual sidewalk easement located in that property conveyed to the owner(s) recorded in Deed Book 914, Page 271-272 of the Cedar County Records. Said perpetual easement being more particularly described as:

The easterly 1.00 feet of the Northerly 95.32 feet of that property conveyed to owner(s) recorded in Deed Book 914, Page 271-272 being adjacent and parallel to the Westerly Right of Way of Oliphant Street. Said perpetual easement contains 95 square feet.

Temporary Easement Description

A temporary construction easement located in that property conveyed to the owner(s) recorded in Deed Book 914, Page 271-272 of the Cedar County Records. Said temporary easement being more particularly described as:

The Westerly 4.00 feet of the Easterly 5.00 feet of the Northerly 97.59 feet of that property conveyed to owner(s) recorded in Deed Book 914, Page 271-272 being adjacent and parallel to the Westerly Right of Way of Oliphant Street. Said perpetual easement contains 384 square feet.



OWNER:
 JENNINGS, RYAN A.
 DUWA, CHANTELLE

LEGEND

- FOUND 5/8" REBAR
UNLESS OTHERWISE NOTED
- ▨ PERPETUAL SIDEWALK
EASEMENT
95 SQUARE FEET
- ▧ TEMPORARY CONSTRUCTION
EASEMENT
384 SQUARE FEET

| CURVE TABLE | | | | | |
|-------------|------------|-----------|---------|---------------|----------------|
| CURVE | ARC LENGTH | DELTA | RADIUS | CHORD BEARING | CHORD DISTANCE |
| C1 | 25.70' | 11°49'37" | 124.50' | S39°12'32"E | 25.65' |
| C2 | 26.72' | 11°54'55" | 128.50' | S39°15'11"E | 26.68' |

| | |
|-----------|----------|
| SCALE | AS NOTED |
| DRAWN | BCT |
| CHECKED | ALG |
| APPROVED | DRS |
| DATE | 6-5-2014 |
| A.C. DATE | |



VEENSTRA & KIMM, INC.

SIDEWALK EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
FOR THE CITY OF WEST BRANCH, IOWA

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

| |
|----------------|
| DWG. NO. |
| PE-11 |
| PROJECT 368128 |

X-REFS: 368128 Design
 C:\USERS\BRIAN\DESKTOP\EASEMENTS\PE-11 JENNINGS EASEMENT_REV 2014-6-5

PLOTTED: Monday, June 09, 2014 1:59:07 PM

X-REFS: Z:\WEST BRANCH OLIPHANT STREET SIDEWALK IMPROVEMENTS 2014 DSDRAWINGS\ PRODUCTION DRAWINGS\EASEMENTS\PE-12 HAMER PROPERTY EASEMENT REVISED 2014-06-09

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

SIDEWALK EASEMENT FOR THE CITY OF WEST BRANCH, IOWA

Permanent Easement Description

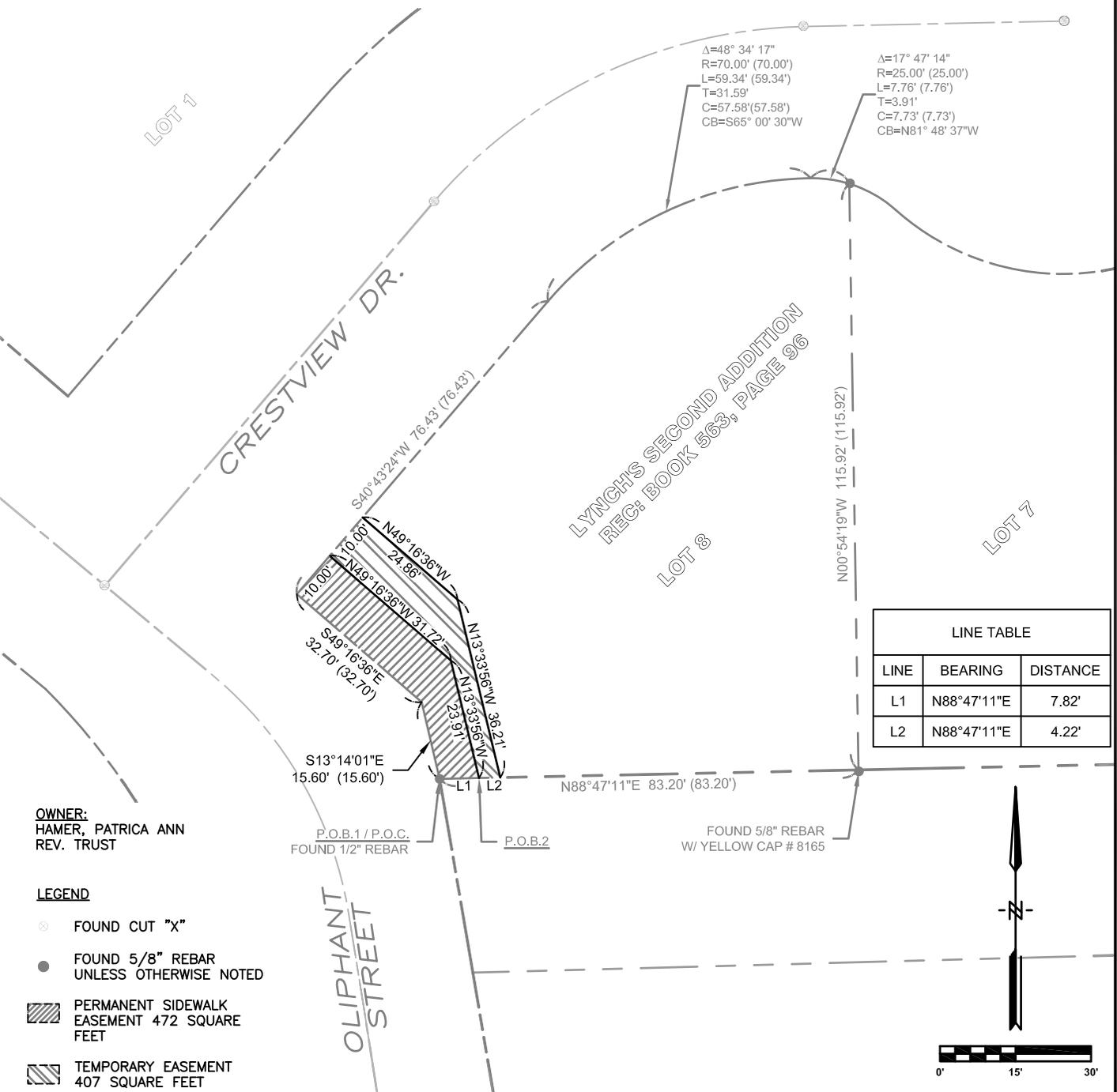
A permanent sidewalk easement located in Lot 8, Lynch's Second Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa, as recorded in Book 563, Page 96 of the Cedar County Records. Said permanent easement being more particularly described as:

Beginning at the Southwest corner of said Lot 8, said point labeled as P.O.B.1; thence N88°47'11"E, 7.82 feet along the Southerly line of said Lot 8; thence N13°33'56"W, 23.91 feet; thence N49°16'36"W, 31.72 feet to the Northerly line of said Lot 8; thence S40°43'24"W, 10.00 feet along the Northerly line of said Lot 8 to the Northwest corner of said Lot 8; thence S49°16'36"E, 32.70 feet along the Westerly line of said Lot 8; thence S13°14'01"E, 15.60 feet along the Westerly line of said Lot 8 to the Point of Beginning. Said permanent easement contains 472 square feet.

Temporary Easement Description

A temporary construction easement located in Lot 8, Lynch's Second Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa, as recorded in Book 563, Page 96 of the Cedar County Records. Said temporary easement being more particularly described as:

Commencing at the Southwest corner of said Lot 8, said point labeled as P.O.C.; thence N88°47'11"E, 7.82 feet along the Southerly line of said Lot 8 to the Point of Beginning, said point labeled as P.O.B.2; thence N88°47'11"E, 4.22 feet along the Southerly line of said Lot 8; thence N13°33'56"W, 36.21 feet; thence N49°16'36"W, 24.86 feet to the Northerly line of said Lot 8; thence S40°43'24"W, 10.00 feet along the Northerly line of said Lot 8, thence S49°16'36"E, 31.72 feet, thence S13°33'56"E, 23.91 feet to the Point of Beginning. Said temporary easement contains 407 square feet.



| | |
|-----------|----------|
| SCALE | AS NOTED |
| DRAWN | BCT |
| CHECKED | ALG |
| APPROVED | DRS |
| DATE | 6-9-2014 |
| A.C. DATE | |



VEENSTRA & KIMM, INC.

**SIDEWALK EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
FOR THE CITY OF WEST BRANCH, IOWA**

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| | |
|----------|--------|
| DWG. NO. | PE-12 |
| PROJECT | 368128 |

PLOTTED: Monday, June 09, 2014 1:57:57 PM

X-REFS: Z:\WEST BRANCH OLIPHANT STREET SIDEWALK IMPROVEMENTS 2014 DSDRAWINGS\ PRODUCTION DRAWINGS\EASEMENTS\PE-13 BUCKNELL-WORRELL PROPERTY EASEMENT_REVISION 2014-06-09

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

SIDEWALK EASEMENT FOR THE CITY OF WEST BRANCH, IOWA

Permanent Easement Description

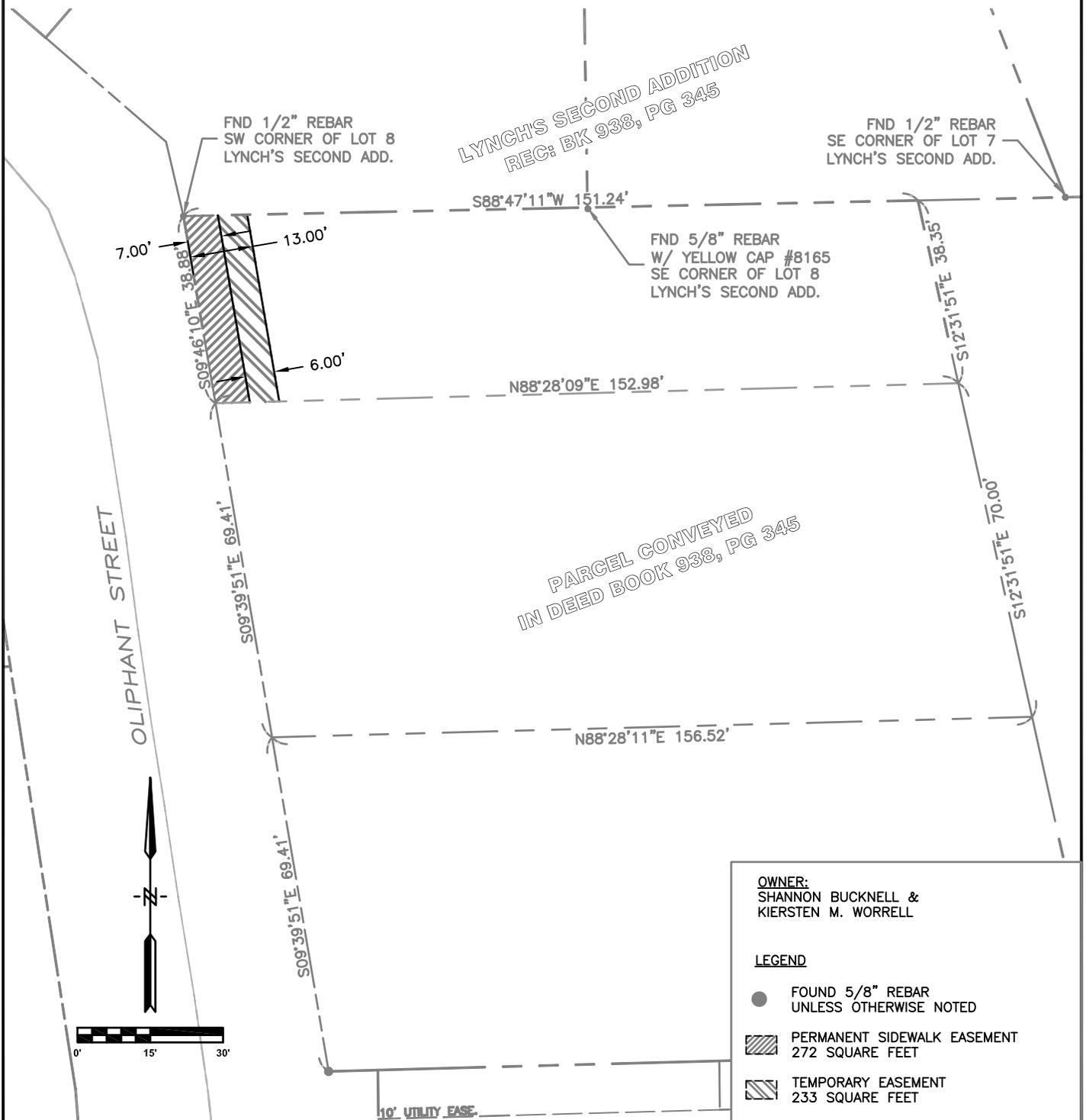
A permanent sidewalk easement located in that property conveyed to owner(s) recorded in Book 938, Page 345 of the Cedar County Records. Said permanent easement being more particularly described as:

The Westerly 7.0 feet of the Northerly 38.88 feet of said of said owner(s) property. Said temporary easement contains 272 square feet.

Temporary Easement Description

A temporary construction easement located in that property conveyed to owner(s) recorded in Book 938, Page 345 of the Cedar County Records. Said temporary easement being more particularly described as:

The Easterly 6.0 feet of the Westerly 13.0 feet of the Northerly 38.88 feet of said of said owner(s) property. Said temporary easement contains 233 square feet.



| | |
|-----------|----------|
| SCALE | AS NOTED |
| DRAWN | BCT |
| CHECKED | ALG |
| APPROVED | DRS |
| DATE | 6-9-2014 |
| A.C. DATE | |



**SIDEWALK EASEMENT
TEMPORARY CONSTRUCTION EASEMENT
FOR THE CITY OF WEST BRANCH, IOWA**

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

| | |
|----------|--------|
| DWG. NO. | PE-13 |
| PROJECT | 368128 |

RESOLUTION NO. 1214

RESOLUTION AMENDING A 28E AGREEMENT WITH THE WEST BRANCH COMMUNITY SCHOOL DISTRICT TO MAKE ROAD AND SIDEWALK IMPROVEMENTS IN AND ADJACENT TO NORTH MAPLE STREET AND THE MIDDLE SCHOOL PARKING LOT.

WHEREAS, the City of West Branch is concerned about the safety of children walking to and from school; and

WHEREAS, the City finds it in the best interest of the residents of West Branch to add sidewalks around the Herbert Hoover Elementary and Middle School Complex; and

WHEREAS, the City Council has discussed at length the sidewalks that would provide the most benefit to children walking to school; and

WHEREAS, this project would take place on both City and School District Property; and

WHEREAS, the City Staff, in order to further the goals of the City Council proposed a 28E Agreement to the West Branch Community School District Board of Education which included a provision for cost sharing; and

WHEREAS, the School Board agreed that road and sidewalk improvements in and adjacent to North Maple Street and the Middle School Parking Lot would improve the safety of children and parents traveling in the area; and

WHEREAS, the School Board approved the 28E Agreement at their February 2014 Board Meeting; and

WHEREAS, the City Council approved the 28E agreement at their March 3, 2014 Council Meeting; and

WHEREAS, during the course of the project, the Superintendent of Schools and City Administrator agreed not to undertake 40% of the sidewalk planned on the campus of the West Branch School District, namely the extension of sidewalk to the school playground; and

WHEREAS, reducing the School District contribution by 40% would have the School reimbursing the City \$10,800 instead of \$18,000; and

WHEREAS, it is now necessary to approve the amendment of the said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned 28E Agreement, amended with the new West Branch Community School District contribution at \$10,800, is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 23rd day of June, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

| | Project Name | Description | Cost Estimate | Dept. Head Rankings | Funding Sources | Overall Council Rankings |
|---|---------------------------------|-------------|-----------------------|---------------------|-------------------|--------------------------|
| 1 | PEDERSEN VALLEY | | | | | |
| | PCC Paving, 8" | | \$155,700.00 | A | Local option, TIF | |
| | PCC Trail Paving, 6" | | \$197,750.00 | A | Local option, TIF | |
| | PCC Parking Lot, 7" | | \$224,000.00 | A | Local option, TIF | |
| | Water Main (Service) | | \$58,020.00 | A | Local option, TIF | |
| | Sanitary Sewer (Service) | | \$84,915.00 | A | Local option, TIF | |
| | Storm Sewer (pipes and intakes) | | \$40,000.00 | A | Local option, TIF | |
| | Concession Stand w/ Restrooms | | \$90,000.00 | A | Local option, TIF | |
| | Native Prairie Seeding | | \$5,400.00 | A | Local option, TIF | |
| | Seed Open Areas | | \$9,000.00 | A | Local option, TIF | |
| | Creek Restoration | | \$45,500.00 | A | Local option, TIF | |
| | Playground w/ Equipment | | \$35,000.00 | A | Local option, TIF | |
| | Grading w/ Import Material | | \$925,000.00 | A | Local option, TIF | |
| | Stormwater Detention Basin | | \$75,000.00 | A | Local option, TIF | |
| | Adult Baseball Field | | \$375,000.00 | A | Local option, TIF | |
| | Little League Baseball Fields | | \$550,000.00 | A | Local option, TIF | |
| | Bleachers | | \$27,000.00 | A | Local option, TIF | |
| | | | | | | |
| | 10% CONTINGENCY | | \$289,728.50 | A | Local option, TIF | |
| | PEDERSEN VALLEY TOTALS | | \$3,187,013.50 | A | | |
| 2 | LIONS FIELD | | | | | |
| | Restroom Facility | | \$65,000.00 | A | Local option, TIF | |
| | PCC Access Walk | | \$20,000.00 | A | Local option, TIF | |
| | | | | | | |
| | 10% CONTINGENCY | | \$8,500.00 | A | Local option, TIF | |
| | LIONS FIELD TOTALS | | \$93,500.00 | A | | |
| 3 | WAPSI CREEK | | | | | |
| | Restroom/Shelter Facility | | \$80,000.00 | A | Local option, TIF | |
| | Playground Equipment | | \$20,000.00 | A | Local option, TIF | |
| | Trailhead parking lot | | \$35,000.00 | A | Local option, TIF | |
| | | | | | | |
| | 10% CONTINGENCY | | \$13,500.00 | A | Local option, TIF | |
| | WAPSI CREEK TOTALS | | \$148,500.00 | A | | |

| | Project Name | Description | Cost Estimate | Dept. Head Rankings | Funding Sources | Overall Council Rankings |
|---|--------------------------------------|--------------------|-----------------------|---------------------|-------------------|--------------------------|
| 4 | BERANEK PARK | | | | | |
| | 2 Sand Volleyball Courts & Equipment | | \$22,000.00 | A | Local option, TIF | |
| | Lighting for Courts | | \$15,000.00 | A | Local option, TIF | |
| | 10% CONTINGENCY | | \$3,700.00 | A | Local option, TIF | |
| | BERANEK PARK TOTALS | | \$40,700.00 | A | | |
| | | GRAND TOTAL | \$3,469,713.50 | A | | |

| | Project Name | Description | Cost Estimate | Dept. Head Rankings | Funding Sources | Overall Council Rankings |
|----|---|-----------------------------------|---------------|---------------------|---------------------|--------------------------|
| 1 | Beranek Street | | \$409,327 | A | GF | |
| 2 | Town Hall Renovation | | \$400,000 | B | GF | |
| 3 | College Street Bridge | | \$750,000 | A | GF, Federal Funding | |
| 4 | Main & Oliphant Intersection Improvements | | \$110,000 | A | GF | |
| 5 | Main & Foster Intersection Improvements | | \$150,000 | A | GF | |
| 6 | Trail 1.1, 1.2 and 3.2. | | | D | GF | |
| 7 | South Maple Street | Asphalt overlay S 2nd St to S 4th | \$60,000 | A | GF | |
| 8 | Main Street Crossings at Pedersen Street and Scott Drive | | \$70,000 | A | GF | |
| 9 | Police/Fire Simulcast Radio system | | \$193,000 | A | GF | |
| 10 | Electronic Records | Records imaging and management | | Budget | GF | |
| 11 | West Main Street Overlay | | \$215,000 | D | GF | |
| 12 | East Main Street Overlay | | \$205,000 | D | GF | |
| 13 | Downtown Overlay with water, sewer and stormwater | | | D | GF | |
| 14 | Public Works Salt Shed | | \$75,000 | D | GF | |
| 15 | 1 st Street, Main to Green | | | D | GF | |
| 16 | Trail Loop to Oliphant Street Sidewalk to Dog Park | | | D | GF | |
| 17 | More City entrance signs – Dog park, BP | | | D | GF | |
| 18 | N. 4 th Sidewalk | | \$100,000 | A | GF | |
| 19 | Paving 4 th Street | Curb, gutter and asphalt | \$1,200,000 | C | GF | |
| 20 | Sidewalks on 1 st Street (connecting to Main Street) | | | D | GF | |
| 21 | Sidewalks on W. Orange | | | D | GF | |
| 22 | Street Light Study/Improvements | | | D | GF | |
| 23 | Heritage Square Improvements | | | Budget | GF | |
| 24 | Downtown Streetscape | | | D | GF | |
| 25 | Enlow Parking Lot Improvements | | | C | GF | |
| 26 | Main & Downey Sidewalk Reconstruction | | | D | GF | |
| 27 | West Branch Community Center | | \$5,000,000 | B | GF | |
| 28 | West Branch Public Library | | \$3,500,000 | B | GF | |

| | Project Name | Description | Cost Estimate | Dept. Head Rankings | Funding Sources | Overall Council Rankings |
|----|---|--|----------------------|----------------------------|------------------------|---------------------------------|
| 29 | 2nd St. (Green St. to College) - Poor | Seal Coat road with a couple minor cold patches in the the surface and slight edge unraveling/edge rutting | | C | GF | |
| 30 | 2nd St. (Main St. to Green St.) - Poor | Seal Coat road with several edge pot holes, lane rutting, unravelign edges & Broken up section at Green St. | | C | GF | |
| 31 | 2nd St. (Cedar to Maple) - Poor | PCC road with transverse cracking, some pitting, fault pot holes and cracks | | D | GF | |
| 32 | 2nd St. (Maple to house 215) - Poor | PCC road with severe pitting and a few transverse cracks | | D | GF | |
| 33 | 1st St. (Cookson Dr. to Cedar St.) - Poor | Several severe longitudinal cracks and several transverse cracks. Needs maint. or replacements | | C | GF | |
| 34 | Cookson Dr. (Maple St. to end) - Poor | PCC with many severe cracks both longitudinal and transverse, Removal and replacement of most of road | | C | GF | |
| 35 | 1st St. (Green to Main St.) - Failing | PCC road with Severe cracking, patching, exposed rebar, potholes and spalling | | C | GF | |
| 36 | College St. (Downey to First) - Failing | Seal Coat road with unraveling edge, pot holes, drainage issues, bumps and heaving, severe cracking at intersection. | | Budget | GF | |
| 37 | Foster Rd. (Main St. to School parking at end of block) - Failing | PCC road with minor pitting, settlement cracking, longitudinal cracking and some transverse cracks | | C | GF | |
| 38 | 1st St. (College St. to dead end) - Failing | PCC road with major spalling, cracking throughout the slab, lots of patching. (reconstruction needed) | | C | GF | |
| 39 | Oliphant St. (Downey to House 551) - Failing | PCC with many severe cracks both longitudinal and transverse, Removal and replacement of most of road | | C | GF | |
| 40 | Oliphant St. (Crestview to Northside) - Poor | PCC with several cracks around the Crestview intersection and also near Northside intersection, HMA patch, potholes | | D | GF | |

| | Project Name | Description | Cost Estimate | Dept. Head Rankings | Funding Sources | Overall Council Rankings |
|----|---|--|---------------------|---------------------|-----------------|--------------------------|
| 41 | Northside (Oliphant to Maple) - Failing | PCC road with Heavy cracking and faulting,(No saw joints cut into pavement ever) major pitting | | C | GF | |
| 42 | Thomas Dr. - Poor | PCC with major cracking, chipping and pitting. Several transverse and linear cracks | | D | GF | |
| 43 | Thomas Dr. East - Poor | PCC with many severe cracks both longitudinal and transverse, round about has several patches amd faults | | D | GF | |
| 44 | Maple St. (W. Orange north to Dead end) - Failing | Asphalt road with severe cracking throughout entire lane. Very narrow, pot holes, and in need of repair | | B | GF | |
| | Future Park Projects | | | | | |
| 47 | MEADOWS | | | | | |
| | PCC Trail, 6" | | \$10,500.00 | D | GF | |
| | Restroom Facility | | \$65,000.00 | D | GF | |
| | 10% CONTINGENCY | | \$7,550.00 | D | GF | |
| | MEADOWS TOTALS | | \$83,050.00 | D | GF | |
| | | | | | | |
| 48 | DOG PARK | | | | | |
| | Water line | | \$200,000.00 | D | GF | |
| | Restroom Facility | | \$65,000.00 | D | GF | |
| | 10% CONTINGENCY | | \$6,500.00 | D | GF | |
| | DOG PARK TOTALS | | \$271,500.00 | D | GF | |
| | | | | | | |
| 49 | LIONS FIELD | | | | | |
| | Soccer field turf | Square, renovate and get sub drain system in (based on 300' x 210" | \$71,500.00 | C | GF | |
| | 10% CONTINGENCY | | \$7,150.00 | C | GF | |
| | LIONS FIELD TOTALS | | \$78,650.00 | C | GF | |