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, December 21, 2015 • 5:30 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 December 7, 2015 City Council Meeting.
 - b. Approve claims.
 - c. Approve West Branch Fire & Rescue Officer Elections.
 - d. Approve Fire Department annual payroll in the amount of \$29,655.00.
 - e. Approve Class C Liquor License (LC) (Commercial) with Sunday sales for Herb n' Lou's.
- 6. Communications/Open Forum
- 7. Public Hearing/Non-Consent Agenda
 - a. Mayor Roger Laughlin Oath of Office, Police Officer Wesley Homeister
 - b. Resolution 1411, accepting Outlot A of Lot 1 of Pedersen Valley Part Two as city property./Move to action.
 - c. Resolution 1412, approving Contract Amendment #1 to a professional services agreement with HBK Engineering, LLC for park design./Move to action.
- 8. 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.
- 9. City Staff Reports
 - a. City Administrator Matt Muckler Janitorial Services
 - b. City Engineer Dave Schechinger FY 2016 CIP Projects
 - c. City Engineer Dave Schechinger Plans for Heritage Square Improvements
- 10. Comments from Mayor and Council Members
 - a. Mayor Pro Tem Colton Miller West Branch Village Trail Project
- 11. Adjournment

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

West Branch, Iowa Council Chambers **City Council Meeting**

December 7, 2015 7:00 p.m.

Mayor Roger Laughlin called the West Branch City Council meeting to order at 7:03 p.m. Mayor Laughlin then invited the Council, staff and members of the audience to stand and led the group in the Pledge of Allegiance. Roll call: Mayor Roger Laughlin was present. Council members: Jordan Ellyson, Colton Miller, Brian Pierce, Tim Shields, and Mary Beth Stevenson were present. Laughlin welcomed the audience and the following City staff: City Administrator Matt Muckler, Deputy City Clerk Leslie Brick, Police Chief Mike Horihan, Library Director Nick Shimmin, and Public Works Director Matt Goodale.

APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION.

Approve minutes from the November 30, 2015 City Council Meeting. Approve claims.

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

	12/7/2015	
A1 JANITORIAL SUPPLY	CLEANER	346.23
ALLIANT ENERGY	SERVICES	52.36
ALTORFER INC	PARTS	61.52
ATLAS TREE SERVICE	SERVICES	1,200.00
BAKER & TAYLOR INC.	CREDIT	1,241.19
BARRON MOTOR SUPPLY	PARTS & SUPPLIES	611.81
BEST BUY BUSINESS ADVANTAG	SUPPLIES	35.94
BP AMOCO	FUEL	166.15
CAJ ENTERPRISES INC	COLD PATCH	120.00
CEDAR COUNTY AUDITOR	ELECTION SERVICES	1,304.57
CEDAR RAPIDS PHOTO COPY IN	COPIER CHARGES	46.91
CHIEF SUPPLY CORPORATION	UNIFORMS	632.01
CROELL REDI-MIX INC	STREET PATCH	958.25
CY'S TREE SERVICE	SERVICES	3,870.00
D&R PEST CONTROL	PEST CONTROL	70.00
DEMCO	SUPPLIES	50.17
DORSEY & WHITNEY LLP	SERVICES	33,671.41
FREEMAN LOCK & ALARM INC	PADLOCK	30.00
HAWKINS INC	CHEMICALS	1,364.27
HBK ENGINEERING LLC	SERVICES	2,480.00
IMWCA	WORK COMP PREMIUM	4,666.00
IOWA LAW ENFORCEMENT ACADE	NEW HIRE EVALUATION	140.00

JAB INK GRAFIX & DESIGNS	SQUAD ARTWORK	605.00
JOHN DEERE FINANCIAL	MISC CHARGES	1,912.81
L. L. PELLING CO. INC	PREMIX	1,368.50
LIBERTY COMMUNICATIONS	SERVICES	1,239.18
LYNCH'S EXCAVATING INC	SERVICES	280.00
LYNCH'S PLUMBING INC	SERVICE	97.00
MEDIACOM	SERVICES	40.90
MIDWEST RADAR & EQUIPMENT	RADAR UNIT CALIBRATIONS	200.00
MUCKLER, MATT	REIMBURSEMENT	120.00
PITNEY BOWES PURCHASE POWE	CHARGES	1,009.36
PORT 'O' JONNY INC.	RENTAL	89.80
POSTMASTER	ANNUAL BOX RENTAL FEE	72.00
QC ANALYTICAL SERVICES LLC	TESTINGS	584.00
QUILL CORP	SUPPLIES	393.65
RACOM CORPORATION	PROGRAM RADIOS	285.00
SADLER POWER TRAIN	PARTS & LABOR	1,314.18
SHANELLE M PEDEN	SERVICES	225.00
SHIMMIN, NICK	REIMB SUPPLIES	34.75
SMITH FERTILIZER GRAIN	SALT	2,280.00
SPEER FINANCIAL INC	SERVICES	325.00
STAGG, PAUL	MILEAGE REIMB	146.85
TERENCE J GOERDT	SERVICES	315.00
THE BOOK FARM INC	BOOKS	418.90
UNIFORM DEN INC.	UNIFORMS	78.55
UPS	POSTAGE	69.34
USA BLUE BOOK	PARTS	571.38
VEENSTRA & KIMM INC.	SERVICES	15,338.71
VERIZON WIRELESS	SERVICES	784.90
WEST BRANCH COMMUNITY SCHOOL	PARK & REC - GYM USE	340.00
WEST BRANCH FORD	TIRES/SERVICE	416.80
WESTRUM LEAK DETECTION INC	LEAK DETECTION SURVEY	1,000.00
WEX BANK	FUEL	3,536.65
TOTAL		88,612.00
PAYROLL	11/20/2015	31,793.17
PAYROLL	12/4/2015	31,513.14
TOTAL		63,306.31

PAID BETWEEN MEETINGS

HYVEE	PARK DEPT CHARGES	146.54
WELLMARK - BLUE CROSS/BLUE SHEILD	PREMIUMS	8,205.02
DEARBORN LIFE INSURANCE	PREMIUMS	37.80
TOTAL		8,389.36
GRAND TOTAL EXPENDITURES		160,307.67
FUND TOTALS		
001 GENERAL FUND		76,295.05
022 CIVIC CENTER		43.04
031 LIBRARY		11,733.66
036 TORT LIABILITY		2,861.00
110 ROAD USE TAX		13,517.86
112 TRUST & AGENCY		11,974.01
305 MAIN ST CROSSINGS PROJ		1,902.85
306 4TH ST IMPROVEMENTS PROJ		3,550.00
307 MAIN ST INTERSECTION IMP		1,850.00
600 WATER FUND		18,876.07
610 SEWER FUND		14,346.53
740 STORM WATER UTILITY		3,357.60
TOTAL		160,307.67

COMMUNICATIONS/OPEN FORUM

None

PUBLIC HEARING/NON-CONSENT AGENDA

Resolution 1402, authorizing internal advances to tax increment revenue fund./Move to action.

Miller motioned to postpone Resolution 1402 until January 18, 2016 City Council Meeting. Olsen commented that he would draft an appropriate resolution for Council's consideration at that meeting.

Motion by Miller, second by Stevenson to postpone consideration of Resolution 1402 until the January 18, 2016 City Council Meeting. AYES: Miller, Stevenson, Pierce, Shields, Ellyson. Motion carried.

Mayoral Appointment: Resolution 1406, hiring Wesley Homeister as a police officer for the City of West Branch, Iowa, setting the salary for the position for fiscal year 2015-2016 and entering into an officer training reimbursement agreement./Move to action.

Horihan announced that Wesley Homeister was selected to fill the City's fourth police officer position. Horihan cited many of Homeister's accomplishments that made him the top candidate for the position. Laughlin also mentioned that he had interviewed Homeister and felt he was highly qualified for the position.

Motion by Stevenson, second by Ellyson to approve Resolution 1406. AYES: Stevenson, Ellyson, Pierce, Miller, Shields. Motion carried.

Resolution 1407, approving a service agreement with J&M Displays in connection with the 2016 Hoover's Hometown Days Celebration in the amount of \$40,000./Move to action.

Motion by Ellyson, second by Pierce to approve Resolution 1407. AYES: Ellyson, Pierce, Miller, Stevenson, Shields, Motion carried.

Resolution 1408, approving annual TruGreen service agreement./Move to action.

Motion by Shields, second by Pierce to approve Resolution 1408. AYES: Shields, Pierce, Stevenson, Miller, Ellyson. Motion carried.

Resolution 1409, approving a marketing license agreement between the City of West Branch, Iowa, and Utility Service Partners Private Label, Inc. D/B/A Service Line Warranties of America./Move to action.

Motion by Stevenson, second by Ellyson to approve Resolution 1409. AYES: Stevenson, Ellyson, Pierce, Shields, Miller. Motion carried.

Resolution 1410, approving the request for qualifications (RFQ) for the West Branch Park Improvements Project./Move to action./Move to action.

Muckler reminded the Council about the passage of Resolution 1275 earlier this year which awarded HBK an engineering services agreement for Wapsi Creek Park, Beranek Park and Lions Field. The RFQ being proposed by Resolution 1410 would be for engineering services for site improvements at the new park space in Pedersen Valley. Muckler also presented a timeline for the Council on the RFQ process and indicated that staff would move quickly through the process as to not delay the project.

Motion by Stevenson, second by Pierce to approve Resolution 1410. AYES: Stevenson, Pierce, Miller, Ellyson. NAYS: Shields. Motion carried.

CITY STAFF REPORTS

<u>Public Works Director Matt Goodale – Six Month Report on Housing Incentive Program</u>

Goodale reported that five new homes have been constructed since the program went into effect earlier this year.

City Administrator Matt Muckler- FY17 Annual Budget Schedule Proposal

Muckler reviewed the budget calendar and noted important target dates on budgeting decisions. Pierce requested a meeting with the department heads to see what their wants and needs are prior to approving budget requests. Muckler offered to provide all members of the Council a tour of City facilities and departments to aid in the budget discussions.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Laughlin reported that he and Deputy City Clerk Leslie Brick attended the Municipal Leadership Academy in Hiawatha on Saturday, December 5th. He said the training was very helpful and provided information on ethics, budgeting and effective City Councils.

Stevenson commented that Christmas Past was very nice this year with the additions of the new businesses downtown. She also noted that the new businesses were very welcoming and friendly and a great job was done by all. Pierce noted that he thought it was a great idea to have the Iowa game televised on the walls of the Fire Station and the Hoover House.

ADJOURNMENT

Motion to adjourn meeting by Shields, second by Pierce. Motion carried on a voice vote. City Council meeting adjourned at 7:46 p.m.

		Roger Laug	ghlin, Mayor	
ATTEST:			_	
	Leslie Brick, Deputy City Clerk			

12/21/2015

ALLIANT ENERGY	SERVICES	9,165.79
AMAZON	SUPPLIES	792.07
AMERICAN WATER WORKS ASSOC	MEMBERSHIP DUES	90.00
BAKER & TAYLOR INC.	BOOKS	538.13
BROWN'S WEST BRANCH	SUPPLIES	85.00
CEDAR COUNTY COOPERATIVE	DIESEL	1,711.87
CEDAR COUNTY EMS ASSOCIATI	ANNUAL DUES	100.00
CHIEF SUPPLY CORPORATION	UNIFORMS	14.50
COSTCO WHOLESALE	CHARGES	200.53
CROELL REDI-MIX INC	SUPPLIES	277.83
DEARBORN NATIONAL INSURANC	LIFE INSURANCE	53.80
DEWEYS JACK & JILL	SUPPLIES	78.25
FELD FIRE EQUIPMENT CO. IN	GEAR	6,550.00
FUTURE LINE TRUCK EQUIPMEN	PLOW BOX & BLADE	6,771.61
GOERDT, TERENCE J	INSPECTION SERVICES	315.00
HARRY'S CUSTOM TROPHIES LT	SUPPLIES	233.75
HDS WHITE CAP CONSTRUCTION	SUPPLIES	496.95
HEIMAN FIRE EQUIPMENT	HELMET	1,433.43
IHEARTMEDIA	ADVERTISING	80.00
IOWA ONE CALL	NOTIFICATIONS	46.80
IOWA PRISON INDUSTRIES	SIGNS	29.98
JOHNSON COUNTY REFUSE INC.	SERVICES	14,886.50
LENOCH & CILEK	SUPPLIES	92.34
LINN COUNTY R.E.C.	SERVICE	138.00
LYNCH'S PLUMBING INC	SERVICES	207.50
MENARDS	SUPPLIES	280.94
MIDWEST JANITORIAL SERVICE	SERVICES	701.26
MIDWEST TAPE LLC	DVD	12.99
MOORE'S WELDING INC	SERVICES	195.00
MOSS, TIM	FLAG FOOTBALL REFUND	15.00
MUNICIPAL SUPPLY INC.	METER AND PARTS	1,568.00
OLSON, KEVIN D	LEGAL SERVICES	1,500.00
ORIENTAL TRADING CO. INC.	SUPPLIES	256.89
PARKSIDE SERVICE	PARTS	1,560.82
PEDEN, SHANELLE M	SERVICES	75.00
PITNEY BOWES PURCHASE POWE	POSTAGE	503.50
PLUNKETT'S PEST CONTROL IN	SERVICES	47.59
QC ANALYTICAL SERVICES LLC	TESTING	584.00
QUALITY ENGRAVED SIGNS	SUPPLIES	31.30
RACOM CORPORATION	NEW SQUAD EQUIPMENT	9,452.77
RICKERTSEN, LISA	SERVICES	2,050.00
SCHIMBERG CO	PARTS	10,201.03
STATE HYGIENIC LAB	TESTINGS	100.00
STEVENS EROSION CONTROL IN	SERVICES	820.00
SUPPLYWORKS	SUPPLIES	149.65
TRUGREEN PROCESSING CENTER	SERVICES	145.00
UNIFORM DEN INC.	UNIFORMS	373.87
US BANK CORPORATE CARD	CC CHARGES	542.83
US BANK EQUIPMENT FINANCE	COPIER LEASE	241.80

WALMART COMMUNITY/GEMB WATER SOLUTIONS UNLIMITED WELLMARK WEST BRANCH TIMES TOTAL	SUPPLIES CHEMICALS HEALTH INSURANCE SUBSCRIPTION - CITY HALL	305.59 2,511.00 10,506.50 1,237.02 90,358.98
PAYROLL PAYROLL TOTAL	12/18/2015 REGULAR PLUS COUNCIL 12/18/2015 FIRE DEPARTMENT	37,075.65 31,990.62 69,066.27
PAID BETWEEN MEETINGS US BANK CORPORATE CARD TREASURER, STATE OF IOWA TOTAL	CREDIT CARD CHARGES MONTHLY SALES TAX	2,040.54 2,821.00 4,861.54
GRAND TOTAL EXPENDITURES		164,286.79
FUND TOTALS 001 GENERAL FUND 022 CIVIC CENTER 031 LIBRARY 110 ROAD USE TAX 112 TRUST AND AGENCY 600 WATER FUND 610 SEWER FUND 740 STORM WATER TOTAL		97,468.59 533.16 8,406.76 10,488.18 10,120.18 27,971.47 9,012.08 286.37 164,286.79
AUGUST REVENUE FUND TOTALS 001 GENERAL FUND 022 CIVIC CENTER 031 LIBRARY 110 ROAD USE TAX 121 LOCAL OPTION SALES TAX 125 TIF 226 DEBT SERVICE 302 PARKSIDE DR IMPR PROJECT 305 W MAIN ST STORMWATER IMP PROJ 306 4TH ST IMPROV PROJECT 307 MAIN ST INTERSECTION IMP PROJECT 500 CEMETERY PERPETUAL FUND 502 KROUTH INTEREST FUND 600 WATER FUND 740 STORM WATER UTILITY TOTAL		23,932.70 85.00 340.27 32,163.19 14,610.53 14.88 50.93 1,250.00 69,688.00 521,808.00 258,354.00 720.08 0.03 38,333.77 26,549.49 3,615.56 991,516.43

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	WELLMARK DEARBORN NATIONAL INSURANCE	DENTAL INSURANCE DENTAL INSURANCE HEALTH INSURANCE HEALTH INSURANCE LIFE INSURANCE EMPLOYEE LIFE INSURANCE EMPLOYEE TOTAL:	62.26 62.26 65.26 656.94 656.94 8.00 1,454.40
POLICE OPERATION	GENERAL FUND	PARKSIDE SERVICE RACOM CORPORATION CHIEF SUPPLY CORPORATION BROWN'S WEST BRANCH UNIFORM DEN INC. ALLIANT ENERGY MIDWEST JANITORIAL SERVICE INC	PARTS NEW SQUAD EQUIPMENT UNIFORMS-SMALL PATCHES FLOOR MAT KIT UNIFORMS UNIFORMS SERVICES LIB/TH/ADMIN/POLICE - CLEA TOTAL:	21.50 9,452.77 14.50 85.00 272.92 100.95 158.54 44.64
FIRE OPERATION	GENERAL FUND	HEIMAN FIRE EQUIPMENT LYNCH'S PLUMBING INC CEDAR COUNTY COOPERATIVE FELD FIRE EQUIPMENT CO. INC CEDAR COUNTY EMS ASSOCIATION ALLIANT ENERGY	HELMET HOSES - 9 - 50' SERVICES DIESEL GEAR ANNUAL DUES SERVICES TOTAL:	175.20 1,258.23 207.50 662.50 6,550.00 100.00 475.60 9,429.03
STREET LIGHTING	GENERAL FUND	LINN COUNTY R.E.C. ALLIANT ENERGY	SIREN-GREENVIEW LIGHT SERVICES SERVICES TOTAL:	138.00 2,237.96 154.99 2,530.95
PARK & RECREATION	GENERAL FUND	HARRY'S CUSTOM TROPHIES LTD DEWEYS JACK & JILL TRUGREEN PROCESSING CENTER COSTCO WHOLESALE MOSS, TIM US BANK CORPORATE CARD ALLIANT ENERGY ORIENTAL TRADING CO. INC.	BASKETBALL MEDALS SUPPLIES SERVICES SUPPLIES 10/30 FLAG FOOTBALL REFUND BB JERSEYS SUPPLIES - XMAS PAST SERVICES LION FIELD RECREATION SUPPLIES TOTAL:	233.75 12.58 145.00 72.03 15.00 99.73 47.03 28.54 41.47 256.89
CEMETERY	GENERAL FUND	DEWEYS JACK & JILL	SUPPLIES TOTAL:	29.10 29.10
ECONOMIC DEVELOPMENT	GENERAL FUND	US BANK CORPORATE CARD	WEBSITE DOMAIN & REG TOTAL:	116.17
MAYOR AND COUNCIL	GENERAL FUND	US BANK CORPORATE CARD	TRAINING - LAUGHLIN MLA #1 TOTAL:	75.00
CLERK & TREASURER	GENERAL FUND	DEWEYS JACK & JILL WEST BRANCH TIMES GOERDT, TERENCE J	SUPPLIES SUBSCRIPTION - CITY HALL SERVICES 10-16-15 TO 11-1	36.57 30.00 315.00

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PLUNKETT'S PEST CONTROL INC QUALITY ENGRAVED SIGNS US BANK CORPORATE CARD RICKERTSEN, LISA	SERVICES-10/21 OFFICE SUPPLIES TRAINING - BRICK MLA #1 SUPPLIES - XMAS PAST SERVICES -011/11-12/10	47.59 31.30 75.00 21.14 2,050.00
		SUPPLYWORKS US BANK EQUIPMENT FINANCE MIDWEST JANITORIAL SERVICE INC	DEFICE SUPPLIES COPIER CONTRACT LIB/TH/ADMIN/POLICE - CLEA TOTAL:	149.65 241.80 80.36 3,141.26
LEGAL SERVICES	GENERAL FUND	WEST BRANCH TIMES IHEARTMEDIA OLSON, KEVIN D	PUBLICATIONS ADVERTISING SERVICES TOTAL:	1,207.02 80.00 1,500.00 2,787.02
SOLID WASTE	GENERAL FUND	JOHNSON COUNTY REFUSE INC.	LANDFILL FEES - AUG LANDFILL FEES - OCT LANDFILL FEES - OCT LANDFILL FEES - NOV TOTAL:	3,747.75 3,709.75 3,719.25 3,709.75
LOCAL CABLE ACCESS	GENERAL FUND	PEDEN, SHANELLE M ALLIANT ENERGY	RECORD HIST PRES COMM MEET SERVICES TOTAL:	75.00 100.00 175.00
TOWN HALL	CIVIC CENTER	ALLIANT ENERGY MIDWEST JANITORIAL SERVICE INC	SERVICES EXTRA SERVICE DAY 11/28 LIB/TH/ADMIN/POLICE - CLEA TOTAL:	260.48 45.00 227.68 533.16
LIBRARY	LIBRARY	WALMART COMMUNITY/GEMB	SUPPLIES SUPPLIES	151.56 51.78 82.28
		IOWA PRISON INDUSTRIES COSTCO WHOLESALE BAKER & TAYLOR INC.	SUFFLIES SIGN & ENGRAVING SUPPLIES SUPPLIES	20
		F K L L	BOOKS DVD SUPPLIES POSTAGE SERVICES SUPPLIES SUPPLIES SUPPLIES	248.70 12.99 18.76 503.50 395.37 727.39
		MIDWEST JANITORIAL SERVICE INC	SUPPLIES LIB/TH/ADMIN/POLICE - CLEA TOTAL:	3,25 303.58 3,028.47
ROADS & STREETS	ROAD USE TAX	LENOCH & CILEK PARKSIDE SERVICE MENARDS CEDAR COUNTY COOPERATIVE	SUPPLIES TIRES PUMP, FENCE & BAGS FUEL/DIESEL DIESEL	1,293.34 280.94 662.50 386.87

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CROELL REDI-MIX INC FUTURE LINE TRUCK EQUIPMENT	REVERSE DOUBLE PAYMENT CONCRETE SAND PLOW BOX & BLADE	171.00- 448.83 6,771.61
		ALLIANT ENERGY MOORE'S WELDING INC HDS WHITE CAP CONSTRUCTION SUPPLY	SERVICES BRACKET FOR SANDER/TRACTO SUPPLIES TOTAL:	30.78 195.00 496.95 10,488.18
POLICE OPERATIONS	TRUST AND AGENCY	WELLMARK DEARBORN NATIONAL INSURANCE	HEALTH INSURANCE DENTAL INSURANCE LIFE INSURANCE TOTAL:	1,977.88 111.26 6.30 2,095.44
ROADS & STREETS	TRUST AND AGENCY	WELLMARK DEARBORN NATIONAL INSURANCE	HEALTH INSURANCE DENTAL INSURANCE LIFE INSURANCE TOTAL:	720.49 37.92 3.01 761.42
LIBRARY	TRUST AND AGENCY	WELLMARK DEARBORN NATIONAL INSURANCE	HEALTH INSURANCE DENTAL INSURANCE LIFE INSURANCE TOTAL:	960.67 42.94 8.24 1,011.85
PARK & RECREATION	TRUST AND AGENCY	WELLMARK DEARBORN NATIONAL INSURANCE	HEALTH INSURANCE DENTAL INSURANCE LIFE INSURANCE TOTAL:	565.10 55.63 3.15 623.88
CEMETERY	TRUST AND AGENCY	WELLMARK DEARBORN NATIONAL INSURANCE	HEALTH INSURANCE DENTAL INSURANCE LIFE INSURANCE TOTAL:	635.73 31.83 3.32 670.88
CLERK & TREASURER	TRUST AND AGENCY	WELLMARK DEARBORN NATIONAL INSURANCE	HEALTH INSURANCE DENTAL INSURANCE LIFE INSURANCE TOTAL:	296.68 16.69 1.58 314.95
LOCAL CABLE ACCESS	TRUST AND AGENCY	WELLMARK DEARBORN NATIONAL INSURANCE	HEALTH INSURANCE DENTAL INSURANCE LIFE INSURANCE TOTAL:	169.53 7.58 1.21 178.32
non-departmental	WATER FUND	WELLMARK	DENTAL INSURANCE DENTAL INSURANCE HEALTH INSURANCE HEALTH INSURANCE TOTAL:	15.96 15.96 222.52 222.52 476.96
water operating	WATER FUND	IOWA ONE CALL MUNICIPAL SUPPLY INC. PARKSIDE SERVICE STATE HYGIENIC LAB WELLMARK DEARBORN NATIONAL INSURANCE	NOTIFICATIONS METER AND PARTS PARTS WATER TESTINGS HEALTH INSURANCE DENTAL INSURANCE LIFE INSURANCE	23.40 1,568.00 245.96 100.00 1,320.95 71.06 5.85

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AMOUNT	2,511.00 90.00 90.00 3,435.33 174.79 10,201.03	12.92 12.92 180.14 180.14 386.12	23.40 1,123.17 59.91 5.14 820.00 584.00 1,609.09 4,224.71
DESCRIPTION	CHEMICALS SUPPLIES - CONF FEES MEMBERSHIP DUES SERVICES WATERTOWER PARTS-TIDEWATER TOTAL:	DENTAL INSURANCE DENTAL INSURANCE HEALTH INSURANCE HEALTH INSURANCE	NOTIFICATIONS HEALTH INSURANCE DENTAL INSURANCE LIFE INSURANCE SERVICES TESTINGS SERVICES TOTAL:
	MITED INC. AND RASSOCIATION		TSURANCE TROL INC TES LLC 533.16 3,028.47 10,488.18 5,656.74 20,314.33 4,610.83
VENDOR NAME	WATER SOLUTIONS UNLIMITED INC. US BANK CORPORATE CARD AMERICAN WATER WORKS ASSOCIATION ALLIANT ENERGY SCHIMBERG CO	Wellmark	IOWA ONE CALL WELLMARK DEARBORN NATIONAL INSURANCE STEVENS EROSION CONTROL INC OC ANALYTICAL SERVICES LLC ALLIANT ENERGY ALLIANT ENERGY COLUC GENERAL FUND COLUC GENERAL FUND COLUC CENTER
FUND		SEWER FUND	SEWER FUND 001 022 031 110 112 600 610
DEPARTMENT		NON-DEPARTMENTAL	SEWER OPERATING

TOTAL PAGES:

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

December 2015- November 2016 Officers

Chief- Kevin Stoolman

1st Assistant- David Hosier

2nd Assistant- Adam Fair

President- Jose Gongora

Secretary- Rae Ann Hosier

Treasurer- Chad Schutte

Trustee 1st Year- Matt Tisinger

Trustee 2nd Year- Andy Hosier

Trustee 3rd Year- Trent Hansen

Medical Officer- Sandy Heick

Assistant Medical Officer- Tanya Havlik Smith

191- Captains- x 2 Logan Cilek/ Austin Finnegan

192 Captain- Trent Tisinger

195- Captain / Cub Cadet- Ben Barrett

196- Captain – Travis Wolfe

197- Captain – Curtis Walker

199- Captain – Craig Cochran

Scene Captains – Tanya Havilik-Smith, Andy Hosier, Matt Tisinger, Ryan Jennings

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	19 20			13	20 2	29 25	28	\$1,400.00	\$130.00	\$3,696.00	\$5,226.00	\$23.00	\$5,203.00
	5 2			-		-		\$105.00			\$155.		\$132.00
	9			7		2 5		\$345.00	\$35		\$380.00		\$357.00
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	7	7	4	3	,	4	19	\$95.00	\$90.00	\$2,100.00	\$2,285.00		\$2,262.00
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RESOLUTION NO. 1411

RESOLUTION ACCEPTING OUTLOT A OF LOT 1 OF PEDERSEN VALLEY PART TWO, WEST BRANCH, IOWA AS CITY PROPERTY.

WHEREAS, OHP 8, LC acquired Outlot A of Lot 1 of Pedersen Valley, Part Two (the "Property"), through a tax sale; and

WHEREAS, OHP 8, LC and the City of West Branch, IA have negotiated an agreement whereby OHP 8, LC will convey the Property to the City, along with the sum of \$500.00 for maintenance costs to the City; and

WHEREAS, the City Council now needs to accept the Property via Resolution to complete said transaction.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council by this Resolution does accept the Property from OHP 8, LC as city property.

Passed and approved this 21st day of December, 2015.

	Roger Laughlin, Mayor	
ATTEST:		
Matt Muckler, City Administrator/Clerk		

RESOLUTION NO. 1275

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HBK ENGINEERING, LLC FOR PARK DESIGN.

WHEREAS, the City of West Branch contracted with HBK Engineering, LLC for strategic park planning; and

WHEREAS, the residents of West Branch approved local option sales tax funding for capital improvements in city parks; and

WHEREAS, this funding will come available in fiscal year 2016 and these projects require engineering design, construction documents, cost estimates and project and construction management; and

WHEREAS, HBK Engineering LLC has provided a professional services agreement to provide these services; and

WHEREAS, it is now necessary to approve said agreement.

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

Passed and approved this 17th day of February, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Professional Services Agreement

This Agreement is made and entered into this 17th day of February, 2015, by and between The City of West Branch, Iowa - 110 North Poplar Street, West Branch, IA 52358 ("West Branch") and ("Client") and HBK Engineering, LLC., 509 South Gilbert St., Iowa City, IA 52240 ("Engineer")

Recitals

Client proposes to engage Engineer:

- [1] to perform engineering and planning consulting services
- [2] in connection with parks design related to the parks master plan completed by HBK Engineering LLC for the City of West Branch and dated July 14th, 2014 (together hereinafter referred to as the "Project")
- [3] for The City of West Branch, Iowa ("Owner");

Engineer shall perform the services as requested by the Client and as agreed hereunder.

Agreement

Now Therefore: in consideration of the mutual promises and covenants set forth below, the sufficiency of which are hereby acknowledged, Client and Engineer, agree to the following.

1. Recitals.

Recitals are incorporated into this Agreement as a material part hereof.

2. Entire Agreement.

This signature page, together with Part I – Scope of Services, Part II – Project Description/Project Limits/Payment for Services, Exhibit A and Part III – Terms and Condition (each attached hereto), comprise the entire agreement between Client and Engineer relating to the Project.

In witness whereof the parties hereto have made and executed this Agreement:

Client: The City of West Branch, Iowa	Engineer: HBK Engineering, LLC
Ву:	Ву:
Title:	Title:
Date:	Date:

PART I: Scope of Services (in relation to Beranek, Wapsi Creek, Lion's Field Parks)

1. Stakeholder Meetings, Field Visits, Research

- Perform all necessary initial services
 - o Meetings with City staff to review needs, design tasks and other pertinent information
 - o Field visits as required to gather additional relevant information
 - Research products and requirements for equipment and facilities

2. Topographic Survey and Preliminary Design

- Initial design services
 - o Complete all topographic field survey work required
 - Complete preliminary designs for Beranek, Wapsi Creek and Lion's Field parks including preliminary cost estimates
 - o Review preliminary designs with appropriate stakeholders.

3. Construction Documents and Cost Estimation

- Complete shovel-ready documents for use in bidding and construction
 - Incorporate preliminary design review
 - o Complete final design documents full plans and specifications suitable for bidding
 - o Complete final detailed cost estimate with breakdowns per park

4. Project and Construction Management (Year One Projects Only - Beranek Park, Lion's Field)

- Bidding and construction assistance
 - o Assist City in bidding process including pre-bid meeting and apparent low-bidder evaluation
 - Assist with pre-construction meeting and contract negotiations (if necessary)
 - Provide construction administration and inspection services assumes nine (9) weeks of construction with two (2) site visits per week
 - Progress reports and closeout including final set of as-built drawings

End Part I

Part II: Project Description/Project Limits/Payment for Services

Project Description

Engineering, planning and site design consulting in connection with the *City of West Branch Parks Design – Phase I Project* as depicted in the Strategic Plan for Parks & Rec Capital Improvements – Final Report.

Project Limits

The project area comprises Beranek, Wapsi Creek and Lion's Field parks located within the city limits of the town of West Branch, IA

Payment for Services

The Engineer will perform the services, enumerated in **Part 1 – Scope of Services** as listed below and at the Standard Hourly Rates (also listed below). Total for project is Thirty Eight Thousand Four Hundred Sixty Dollars and no cents (\$38,460.00.)

Stakeholder Meetings, Field Visits, Research

\$5,890.00

Topographic Survey and Conceptual Design

\$13,940.00

Construction Documents and Cost Estimation

\$10,890.00

Project and Construction Management (Year One Projects Only)

\$7,740.00

Progress billings will be made monthly based upon the actual hours expended and the reimbursable direct costs. Client agrees to each billing within 60 days of receipt. If Engineer does not receive any payment within 60 days of the invoice date, Engineer may, at Engineer's sole option, cease all Project work until Engineer receives payment in full for all unpaid balances due.

In the event Client or Owner requests Engineer perform additional services not included in the Scope of Services, unless otherwise agreed in writing, by and between Engineer and Client, such services shall be performed at the Standard Hourly Rates with authorization limits to be set at the time such services are requested.

Standard Hourly Rates -- Effective January 1st, 2015

Principal - \$140.00

Senior Licensed Professional Engineer, P.E. – \$125.00

Senior Project Manager – \$125.00

Licensed Professional Engineer, P.E. – \$110.00

Project Manager - \$110.00

Associate II (E.I.T.) - \$100.00

Associate I (E.I.T.) - \$95.00

Project Designer II - \$95.00

Field Administrator - \$90.00

Project Designer I- \$80.00

Project Designer 0 - \$70.00

Field Technician - \$65.00

Administrative - \$60.00

End Part II

Part III: General Terms and Conditions

A. PARTIES AND DEFINITIONS: "Agreement" as used here shall mean, as applicable, the attached Professional Services Agreement (PSA) or Master Services Agreement (MSA) or General Purchase Agreement (GPA) together with, if any, associated Task Authorizations (TA), Exhibits, attachments and addenda. "Prime Agreement" as used here shall mean any senior agreement to which this Agreement may be subordinate. For purposes of this Part III, General Terms and Conditions, HBK Engineering, LLC shall be called "Engineer" and "Client" shall be the party or parties hiring Engineer hereunder to perform the engineering consulting services (the "Work") described in the Agreement (Engineer or Client, "party" and together "parties"). Section headings used in this Agreement are descriptive only and used for the convenience of the parties, in identification of the several provisions and shall not constitute a part the Agreement nor be considered interpretative thereof.

<u>B. INSURANCE:</u> Engineer is protected by Workers' Compensation insurance, Commercial General Liability insurance, Automobile Liability insurance and Professional Liability insurance coverage, and will furnish certificates of insurance upon Client's request. Where requested and where able, the policies shall name Client and Owner additional insured. If Client requires higher, project-specific limits or special insurance coverage beyond Engineer's standard coverage, Client agrees to pay an additional fee based on any additional premium cost.

<u>C. Permits:</u> Where and as specific permitting ("Permits") is included as part of the Work, or otherwise provided for by terms of this Agreement, Engineer shall assist in obtaining such Permits and/or will furnish to Client required documents and design data reasonably necessary for such Permitting. Engineer will furnish to Client such documents and design data as may be reasonably required and where applicable shall assist in obtaining permits. Client will furnish all design input required by Engineer for completion of Engineer's Work and to obtain other approvals, permits and/or consents (together, "Permissions") as may be necessary for completion of Engineer's Work on Client's subject project. In any case, *Engineer shall not be responsible for the favorable or timely receipt of Permits or Permissions where delay may be due to reasons beyond Engineer's authority or commercially reasonable control.* It is mutually understood: (i) that Client will pay the cost of all Permits and Permissions, including, without limitation, review fees, bonding, insurance premiums, title company charges, blueprints and reproductions, if any, associated with the Work, and (ii) that such fees are *not included* in Engineer's fees for professional services unless (iii) such fees, in writing, are specifically enumerated and Engineer's payment is specifically provided for by the terms of this Agreement.

D. STANDARD OF CARE Engineer's services will be performed in accordance with generally accepted practices of engineers and/or scientists providing similar services at the same time, in the same locale, and under like circumstances. Upon written notice to the Engineer, within one (1) year following such time the services were rendered, and by mutual agreement between the parties, Engineer will correct those services within the original scope of services not meeting such a standard, without additional compensation. No warranty, express or implied, is included or intended by this Agreement.

E. INFORMATION PROVIDED BY OTHERS: Client shall assist Engineer by placing at his disposal all documents, drawings, reports or other existing information available to Client and Client's consultants and subcontractors that will assist Engineer in the performance of the basic services being provided by Engineer, and Engineer shall be entitled to rely upon the accuracy and completeness thereof. Client recognizes that it is impossible for Engineer to assure the accuracy, completeness and sufficiency of information provided by others, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling such information. Accordingly, Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by Client or obtained from others, upon which Engineer shall rely while providing the scope of services contained in this Agreement. Electronic Media: Engineer agrees, upon request, to provide materials to Client stored electronically. At Engineer's option, unless specifically agreed to the contrary, such materials will be provided in PDF format. Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to alteration, either intentional or otherwise, due to, for example, transmission, conversion, media degradation, software error or human alteration. Accordingly, Documents provided to Client in electronic media are provided for general reference only. Engineer makes no warranties, either express or implied, regarding the fitness or

suitability of electronic media. Client agrees electronic media shall not be used, in whole or in part, for any project other than that for which they were created, without the express written consent of Engineer and suitable compensation. Accordingly, Client agrees to waive any and all claims against Engineer resulting in any way from the unauthorized reuse or alteration of electronic media. Documents that may be relied upon by Client as definitive are limited to the printed copies (also known as hard copies) that are signed or sealed by Engineer.

F. OWNERSHIP OF DATA AND DOCUMENTS: Client acknowledges all documents including drawings, specifications, estimates, field notes, and other data and all processes including scientific, technological, software, and other concepts, whether or not patentable, created, prepared or furnished under this Agreement by Engineer or by Engineer's independent contractors and consultants pursuant to this Agreement, are instruments of service in respect of the project and shall remain the property of Engineer whether or not the project is completed. In the event project plans or specifications prepared under this Agreement shall become the property of Client, completion of the Work and payment in full of all money due to Engineer shall be conditions precedent to such transfer. In any event, Client shall not reuse or modify Project Plans or Specifications without the prior written authorization of Engineer. Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by the Owner or Client or any person or entity that acquires or obtains the plans and specifications from or through Client without the written authorization of Engineer.

<u>G. INDEMNIFICATION</u>: Engineer agrees, to the fullest extent permitted by law, and subject to liability limiting provisions elsewhere in this Agreement, to indemnify, but not defend, and hold client harmless from any damage, liability or cost (including reasonable attorney's fees) to the extent caused solely by Engineer's grossly negligent errors or omissions in the performance of professional services under this Agreement. Provided, Engineer shall not be obligated to indemnify Client, in any manner whatsoever, for Client's own negligence.

H. JOBSITE SAFETY: Engineer will not be responsible, nor assume any liability, for any acts or errors or omissions of Contractor or any of Contractor's sub-contractors, agents or employees or any other persons (except Engineer's own employees) at the Work site or otherwise performing Contractor's work. If Engineer's scope of work includes the performance of services during the construction phase of a project, it is understood that the purpose of such services, including visits to the site, is to enable Engineer to better perform the duties and responsibilities assigned to and undertaken by it as a design professional. Neither the professional activities of Engineer, nor the presence of Engineer or its employees at the construction site, shall relieve Contractor of its obligations, duties and responsibilities included in, or necessary to complete, the Work. In no event shall Engineer be responsible, in any way whatsoever, for construction means, methods, sequence, techniques or procedures necessary for performing, superintending or managing, in any way, construction aspects of the Work. Engineer and its personnel shall have no authority to exercise any control over Contractor's construction, or that of Contractor's subcontractors or other entities or their employees (such individuals and entities, together, "Construction Personnel") in connection with Contractor's Work or any related health or safety programs or procedures. The Contractor agrees that Construction Personnel shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in Contractor's agreements with Construction Personnel. Contractor also agrees that Contractor, Engineer and Engineer's sub-consultants, if any, shall be indemnified by Construction Personnel and named additional insured under their policies of general liability insurance.

I. ADDITIONAL/EXCLUDED SERVICES: This Agreement is a non-exclusive contract. Engineer may refuse additional work from Client and accept work from others. Client agrees to pay Engineer as compensation for all authorized extra or additional services not specifically covered in the Agreement's scope of services. Services resulting from significant changes in general scope of the underlying project or its design, including but not limited to, changes in size, complexity, assumptions, Client's schedule, or character of construction; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond Engineer's control, shall be considered permitted, additional work. Excluded Services The following services, unless specifically included, are here specifically excluded from the Work: land title, ownership and/or tract and lien searches; structural calculations; services involved in the design of improvements lying outside of the Project Limits. Engineer shall perform excluded services only upon written request and agreement. Absent written agreement to the contrary, such additional or excluded services shall be performed on a time and material

basis, at Engineer's then current Standard Hourly Rates with expenses passed through to Client at actual cost plus ten percent (10%). <u>Hazardous Materials</u> - Nothing in this Agreement shall be construed as providing any type of service relating to an assessment of the presence or absence of oil, asbestos, radioactive materials or any other hazardous material and/or environmental contaminants which may be subject to regulatory control, or for the design of systems to remove, treat, handle, or dispose of such materials.

J. TERMINATION: Client may, at any time, suspend further work by Engineer, or Client or Engineer may, with or without cause, terminate the Agreement at any time upon ten (10) working day's written notice to the other party. Client agrees to compensate Engineer for all services performed prior to the effective date of suspension or termination, together with reimbursable expenses including, if any, sub-contractors, sub-consultants and vendors. No deductions shall be made from Engineer's compensation on account of sums withheld from payments to contractors, nor shall payment to Engineer be contingent upon financing arrangements or receipt of payment from any third party. Engineer shall forward specifications, drawings and documents relating to the services provided in this Agreement to Client. If Engineer for any reason does not complete all of the services contemplated by this Agreement, Engineer cannot be responsible for the accuracy, completeness or workability of project documents prepared by Engineer if used, changed or completed by the Owner, Client or by another party. Accordingly, Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or allegedly arising from such use, completion or any unauthorized changes made by any party to any contract documents prepared by Engineer.

K. LIMITATION OF LIABILITY: To the maximum extent permitted by law, Client agrees to limit Engineer's liability for Engineer's acts, errors or omissions under this Agreement such that the total aggregate liability of Engineer hereunder shall not exceed the greater of Fifty Thousand Dollars (\$50,000.00) or Five (5) times Engineer's fee, not to exceed One Hundred Thousand Dollars (\$100,000.00) in total. Further, it is agreed and understood that this limitation of liability is the sole and exclusive remedy available to Client for any damages and/or losses arising from Engineer's services. IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, OR COST OF CAPITAL.

MISCELLANEOUS PROVISIONS

1. FORCE MAJEURE: Any delays in or failure of performance by Engineer shall not constitute a default hereunder if such delays or failures of performance are caused by occurrences beyond the reasonable control of Engineer, including but not limited to: Acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion or sabotage or damage resulting there from; fires, floods, explosion, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; or any other causes, whether similar or dissimilar, which are beyond the reasonable control of Engineer. 2. INTERPRETATION: The parties acknowledge and agree the terms and conditions of this Agreement, including but not limited to those relating to allocation of, releases from, exclusions against and limitation of liability, have been freely and fairly negotiated. Each party acknowledges that in executing this Agreement they have relied solely on their own judgment, belief, and knowledge, and such advice as they may have received from their own counsel, and they have not been influenced by any representation or statement made by any other party or its counsel. No provision in this Agreement is to be interpreted for or against any party because that party or its counsel drafted such provision. In the event that any portion or all of this agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to amend the commercial and other terms of the Agreement in order to effect the intent of the parties as set forth in this Agreement. The parties agree to look solely to each other with respect to performance of this Agreement. The provisions of this agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement, including but not limited to any expressed limitation of or released from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration. 3. ENTIRE AGREEMENT: This Agreement, and without limitation, any Exhibits, addenda, applicable Task Authorizations, Purchase Orders, Requisitions and other such similar "Work Requests", constitute the entire Agreement between Client and Engineer, superceding all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Work hereunder. In the event of conflict and/or ambiguity between any provision of this Agreement and, without limitation, that contained in any Work Request, proposal, contract, requisition, notice to proceed, or any other Project document, this Agreement, and within this Agreement this Part III - Terms and Conditions, shall take precedence and prevail in enforcement and or clarification. No other representations of any kind, oral or otherwise, have been made. Client and Engineer each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other part, in respect to all covenants of this Agreement; except as above, neither Client nor Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any owner, officer or agent of Engineer, Client or any public body that may be a part hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than Client or Engineer. 4. DISPUTE RESOLUTION: All claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement shall be submitted to arbitration pursuant to the Rules for Commercial Arbitration of the American Arbitration Association. Judgment on any interim or final award rendered by the arbitrator may be entered and enforced in any court of Illinois or the United States District Court for the Northern District of Illinois. The city and state of such arbitration shall be in Chicago, Illinois. Any legal action by either party against the other for any cause or causes, including but not limited to breach of this Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care, however denominated, shall be barred two (2) years from the day after completion of Engineer's services hereunder. 5. GOVERNING LAW: This Agreement shall be governed and construed in accordance with the laws of the state of Illinois. Client hereby irrevocably consents and submits to the jurisdiction of any State Court of Illinois, or the United States District Court for the Northern District of Illinois and waives any and all objections that it may have to Cook County venue or the issuance of service of process in any such proceedings. 6. ATTORNEY FEES, COSTS AND EXPENSE: In the event either or both Engineer and/or Client, Owner or any other party adverse to Engineer shall institute any action or proceeding against the other relating to the enforcement of this Agreement, any provision hereof, or any default hereunder, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, costs and expenses. 7. Severability: Every paragraph, part, term or provision of this Agreement is severable from another. If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Agreement shall not be affected thereby but shall remain in full force and effect. The parties further agree to reform these Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.8. Survival: These terms and conditions, including, without limitation, any expressed limitation of or release from liability, shall survive the completion of Work or termination of this Agreement and shall remain in full force and effect. 9. ASSIGNMENT: Client may not assign rights, duties and liabilities under this Agreement without prior written consent of Engineer. 10. Solicitation of Employment: Neither party shall, during the term of this Agreement or for a period of one hundred eighty (180) days thereafter, directly or indirectly for itself or on behalf of, or in conjunction with, any other person, partnership, corporation, business or organization, solicit, hire, contract with or engage the employment of an employee or any other with whom that party or its personnel have had contact during the course of providing the Services under this Agreement, unless that party has obtained the written consent of the other to such hiring and that party pays to the other a fee to be mutually agreed upon.

END PART III-GENERAL TERMS AND CONDITIONS THUS 13149250

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RESOLUTION NO. 1412

RESOLUTION APPROVING CONTRACT AMENDMENT #1 TO A PROFESSIONAL SERVICES AGREEMENT WITH HBK ENGINEERING, LLC FOR PARK DESIGN.

WHEREAS, the City of West Branch contracted with HBK Engineering, LLC for strategic park planning per Resolution 1164 on November 18, 2013; and

WHEREAS, the City Council also contracted with HBK Engineering, LLC for some initial engineering for capital improvements at Beranek, Wapsi Creek and Lions Field Parks by passing Resolution 1275 on February 17, 2015; and

WHEREAS, the residents of West Branch approved a bond referendum on November 3, 2015 for the funding of the West Branch Park Improvements Project; and

WHEREAS, it is now necessary to contract for engineering services that would complete all remaining engineering services included in the West Branch Park Improvement Plan for Beranek, Wapsi Creek and Lions Fields Parks; and

WHEREAS, the remaining engineering services include but are not limited to construction management for Wapsi Creek Park, design and construction management for field restoration at Lions Field, and the preparation of bidding documents; and

WHEREAS, HBK Engineering LLC has provided a contract amendment (#1) to a professional services agreement which would provide these services; and

WHEREAS, it is now necessary to approve said contract amendment.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned contract amendment to a professional services agreement with HBK Engineering, LLC of Iowa City, Iowa, is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 21st day of December, 2015.

	Roger Laughlin, Mayor
ATTEST:	
Matt Muckler, City Administrator/Cle	<u></u>

City of West Branch-HBK Engineering CONTRACT AMENDMENT #1

HBK Job Number 14-0707

City of West Branch Parks Design - Phase 1 Project

December 9, 2015

To: City of West Branch Attn: Matt Muckler

<u>City of West Branch</u> ("Owner" or "City") hereby awards <u>HBK Engineering, LLC</u> ("HBK" or "Consultant"), and Engineer accepts, this Contract Amendment ("CA") in accordance with the West Branch-HBK Professional Services Agreement ("PSA") dated <u>February 17th</u>, <u>2015</u> and as set forth below:

TASK LIMITS: City of West Branch – West Branch, IA

Wapsi Park and Lion's Field

SCOPE OF SERVICES (TO BE ADDED TO ORIGINAL CONTRACT):

Stakeholder Meetings, Field Visits, Research

- Coordinate and attend meetings with Parks & Recreation Commission and City Council to discuss and determine location of restroom at Wapsi Park.
- Coordinate and attend meetings with Parks & Recreation Commission and City Council to discuss and determine location of restroom at Lion's Field.
- Coordinate and attend meetings with West Branch School District and volunteer services for Wapsi Park and Lion's Field.

Construction Documents and Cost Estimation:

- Complete final design and construction documents for field restoration to Lion's field playing surface.
- Relocation of defined playground area at Wapsi Park.
- Expansion of playground area at Wapsi Park.
- Complete final design and construction documents for parking along the south side of Wapsi Park.
- Complete final design and construction documents for sidewalk/trail connections to amenities within Wapsi Park.

Project Management and Construction Management (Lion's Field, Wapsi Park)

- Provide construction administration and inspection services for construction of restroom, utility services, playground equipment, and parking related to Wapsi Park.
- Provide construction administration and inspection services for construction of restroom, utility services, playground equipment, sidewalk/trail paving, and parking related to Wapsi Park. Assumes two (2) site visits per week.
- Provide progress reports and closeout including final set of as-built drawings for improvements as described above in Wapsi Park.

SCHEDULE: Mutually agreed upon schedule.

PAYMENT TERMS:

Invoices shall be in accordance with PSA and shall identify this CA. Invoices shall contain sufficient details to enable Purchaser to substantiate and verify the charges. Invoices shall be subjected to the review and approval of *City* prior to payment.

In consideration of the faithful performance of the work, City shall pay HBK *Sixteen Thousand Five Hundred No Dollars (\$16,500.00)*. The total cost of this CA is a not-to-exceed price and shall not be increased without the City's prior written authorization. Hourly rates to be used for this CA are attached as Exhibit "A"

Please sign and return one original of this CA to HBK to acknowledge your acceptance of this work order.

CITY OF WEST BRANCH:	HBK Engineering, LLC:
Ву:	Ву:
Signature	Signature
Name:	Name:
Title:	Title:
Date:	Date:

HBK Engineering, LLC IOWA CITY OFFICE

Updated: January 1st, 2015

PROFESSIONAL RATES	ABBREV	HOURLY
Principal	PRIN	\$140.00
Senior Engineer	SREND	\$125.00
Structural Engineer	SENG	\$140.00
Engineer	ENG	\$110.00
Senior Project Manager	SPM	\$125.00
Project Manager	РМ	\$110.00
Project Coordinator	PC	\$95.00
Permitting Coordinator	PERC	\$95.00
Landscape Architect	LA	\$105.00
Associate 3 (EI)	А3	\$105.00
Associate 2 (EI)	A2	\$100.00
Associate 1 (EI)	A1	\$95.00
Designer 3	D3	\$105.00
Designer 2	D2	\$95.00
Designer 1	D1	\$80.00
Designer 0	D0	\$70.00
Professional Land Surveyor	PLS	\$125.00
Field Administrator	FA	\$90.00
Field Tech	FT	\$65.00
Analyst 2	AN2	\$75.00
Analyst 1	AN1	\$65.00
Administrative	ADMIN	\$60.00

*Please request quotation for all lump-sum pricing items prior to job request. Size and scope changes will affect overall pricing.



From: <u>Leslie Brick</u>

To: matt@westbranchiowa.org
Subject: FW: Cleaning Cola increase

Date: Friday, December 18, 2015 10:29:21 AM

Leslie Brick Deputy City Clerk City of West Branch 110 N. Poplar, PO Box 218 West Branch, IA 52358

319-643-5888 319-643-2305 fax mailto:leslie@westbranchiowa.org

From: Dawn Umbarger [mailto:dawn@mjsia.com]

Sent: Monday, October 12, 2015 8:17 AM

To: leslie@westbranchiowa.org **Subject:** Cleaning Cola increase

Good Morning Leslie,

Here is what 2015 Pricing would be per location with 1.5% Cola

2015 Prices	
IC2107 Library	\$ 303.58
IC2108 City Offices	\$80.36
IC2109 Town Hall	\$ 227.68
IC2110 Police	\$ 44.64
	\$656.26

Please let me know if you have any questions. Thanks



DAWN UMBARGER Director of Quality Assurance

T: (800) 249-6161 F: (319) 393-9263

E: customerservice@mjsia.com W: www.midwestjanitorial.com



AMENDMENT

UPDATED: January 1, 2016

City of West Branch 110 N. Poplar Street West Branch, IA 52358

This Amendment supersedes all previous amendments and agreements dated prior to January 1, 2016.

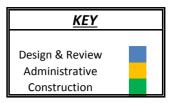
Midwest Janitorial Service, Inc. will provide janitorial service as specified in our present agreement with the change of adding exta day of cleaning one day per week on Tuesdays at Town Hall; for the adjusted cost of \$125.00 which brings your monthly total to \$352.68 without tax.

Please acknowledge your acceptance of these terms by signing both copies and returning one to Midwest Janitorial Service, Inc. 1395 North Center Point Road Hiawatha IA 52233.

Ad IS Poprocontativo	Client	
MJS Representative	Client	
Date Effective		



CIP Improvements Phasing City of West Branch, Iowa December 18, 2015 Veenstra & Kimm, Inc.



Main Street Intersection Improvements	Date
Preliminary Design	March 7, 2016
City Review	March 21, 2016
Council Set Public Hearing Date & Bid Date	April 4, 2016
Final Plans and Specifications	April 11, 2016
Publish Notice of Hearing and Letting	April 14, 2016
Public Hearing	May 2, 2016
Receive Bids	May 12, 2016
Award Contract	May 16, 2016
Notice to Proceed	June 6, 2016
Construction	July 15, 2016

Pedersen & Scott Intersection Improvements	Date
Preliminary Design	March 7, 2016
City Review	March 21, 2016
Council Set Public Hearing Date & Bid Date	April 4, 2016
Final Plans and Specifications	April 11, 2016
Publish Notice of Hearing and Letting	April 14, 2016
Public Hearing	May 2, 2016
Receive Bids	May 12, 2016
Award Contract	May 16, 2016
Notice to Proceed	June 6, 2016
Construction	July 15, 2016

4th Street Reconstruction	Date
Preliminary Design	February 1, 2016
City Review	February 15, 2016
Council Set Public Hearing Date & Bid Date	February 16, 2016
Final Plans and Specifications	February 29, 2016
Publish Notice of Hearing and Letting	March 3, 2016
Public Hearing	March 21, 2016
Receive Bids	April 7, 2016
Award Contract	April 11, 2016
Notice to Proceed	April 25, 2016
Construction	October 28, 2016

Water Street Water Main Improvements	Date
Preliminary Design	December 09, 2015
City Review	January 21, 2016
Receive Quotations	February 11, 2016
Award Contract	February 16, 2016
Notice to Proceed	March 8, 2016
Construction	August 5, 2016

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3. Ongoing City Revenues - Capital Projects

4. Optional Funding Sources - Not Currently Used By the City of West Branch

- A. Capital improvements fund tax levy
- **B.** Franchise fees Electric, gas, and cable revenues
- C. Special assessments

5. Annual Appropriations for Capital Projects

- A. City General Fund
- B. Road Use Tax (RUT) Revenues
- **C.** Sanitary Sewer and Water Fund Revenues

6. Proposed Capital Projects by Funding Area

- A. Park Planning
- B. Tax Increment Financing
- C. Fire
- **D.** Utility (Water/Sewer/Stormwater)
- E. General Obligation Bonds

7. Proposed Capital Projects – FY 2015-16

- A. 4th Street from WB Animal Clinic to Reagan Blvd. (\$500,000)
- B. Main Street Crossings at Pedersen Street and Scott Drive (\$70,000)
- C. Main & Oliphant Intersection Improvements (\$110,000)
- D. Main & Foster Intersection Improvements (\$150,000)

8. Proposed Capital Projects FY 2016-17

- A. Beranek Street (\$400,000)
- B. S. Maple, 2nd -4th (\$60,000)

- C. N. 1st Street, Green to Maple (\$81,000)
- D. 2nd Street, Green to College (\$135,000)
- E. 2nd Street, Main to Green (\$140,000)

9. Proposed Capital Projects - FY 2017-18

- A. College Street Bridge (\$750,000)
- B. South 1st Street, Cookson to Cedar (\$102,000)

10. Proposed Capital Projects -FY 2018-19

- A. Cookson Drive, Maple to end (\$73,000)
- B. Foster Street, Main to School (\$158,000)
- C. Town Hall Renovation (\$400,000)
- D. Oliphant Street, Downey to 551 N. (\$130,000)

11. Proposed Capital Projects - FY 2019-20

- A. North 1st Street, College St. to dead end (\$239,000)
- B. Northside, Oliphant to Maple (\$113,000)
- C. West Main Street Overlay (\$215,000)
- D. East Main Street Overlay (\$205,000)

12. Final Comments & Acknowledgement



D. Utility (Water/Sewer/Stormwater)

Recent increases to the water and sewer rates, described in more detail previously in Section 5C, have ensured that both the water and sewer utilities are self-sustaining, to include any capital improvement projects. Future projects may require revenue bonding, however current capital improvements are planned to be completed by utilizing annual rates paid by water users. It is important to note that several customers of the water utility are located outside the city limits. One of the largest water customers, West Branch Village Mobile Home Community, has its own wastewater treatment facility. Both the water service that is provided outside city limits and the funding situation with West Branch Village Mobile Home Community ensure that water revenues consistently outpace sewer revenues.

As described earlier in Section 2G, the City of West Branch recently created a stormwater utility with the purpose of encouraging and implementing storm water best management practices and repairing, replacing and installing storm water infrastructure. Initial plans calls for matching funds to be provided for these purposes from the general fund.

E. General Obligation Bonds

Lastly, the projects that are not receiving funding from the sources described in Sections 6A-D will compete for revenue generated by general obligation bonds. The Council has decided to funds these projects at \$800,000 per year for the five upcoming fiscal years: 2015-2016, 2016-2017, 2017-2018, 2018-2019 and 2019-2020. A large part of the capital improvement planning process involved prioritizing the projects that will be funded through general obligation bonds. Sections 7-11 contain a listing of the individual projects and a brief description of what is planned as part of each project.

7. Proposed Capital Projects – FY 2015-16

A. 4th Street from WB Animal Clinic to Reagan Blvd. (\$500,000)

This portion of 4th Street has long been a concern for both drivers and pedestrians. The project would reconstruct 4th Street and install a sidewalk on the west side of the street.

B. Main Street Crossings at Pedersen Street and Scott Drive (\$70,000)

When Pedersen Valley was developed, there was no planning for a crossing of Main Street to take place at Pedersen Street. In its current condition, there is no safe way to cross Main Street at this location and pedestrians are forced to navigate a ditch on the south side of Main Street in order to access the trail that runs from the Herbert Hoover National Historic Site (near the Ford Garage) and West Branch High School.

C. Main & Oliphant Intersection Improvements (\$110,000)

This intersection has been a topic of discussion for several years. A three-way stop was created at this intersection through the addition of stop signs for both westbound and eastbound traffic. That was followed by the installation of flashing school zone lights. This project would provide an accessible crossing for pedestrians. From the very beginning of the capital improvement planning process (see Appendix U), this project received unanimously high marks from both city staff and elected officials.

D. Main & Foster Intersection Improvements (\$150,000)

Another popular place for students to walk before and after school and for drivers to access West Branch Middle School, this intersection is an important one for the safety of our students in West Branch. Stairs are present of the sidewalk located on the northwest corner of the intersection. These improvements would include providing an accessible intersection for pedestrians.

8. Proposed Capital Projects FY 2016-17

A. Beranek Street (\$400,000)

The Beranek Street Project is the major project planned for the 2016-2017 fiscal year. This project will include a road construction project on Beranek Street from 2nd Street to the entrance of Beranek Park. Also included is a sidewalk and the widening of the Beranek Park Parking Lot.

B. South Maple Street, 2nd to 4th (\$60,000)

This project has been long regarded as a priority project. Staff recommendations were to improve this roadway in the 2010-2011 annual budget. Instead, the City Council appropriated funding that year to resurface N. Downey Street. This project would provide an asphalt overlay on this portion of the road.

C. North 1st Street, Green to Maple (\$60,000)

This stretch of N. 1st Street was identified as failing on the Street Condition Map. It was identified as a PCC road with severe cracking, patching, exposed rebar, potholes and spalling.

D. 2nd Street, Green to College (\$135,000)

This stretch of roadway was rated as poor by the recent street inspection process. The inspection described the road as a seal coat road with a couple minor cold patches in the surface and slight edge unraveling/edge rutting. An asphalt overlay will be completed.

E. 2nd Street, Main to Green (\$150,000)

This section of roadway also received a rating of poor from the street inspection process. The inspection noted that this stretch of 2^{nd} Street is a seal coat road with several edge pot holes, lane rutting, and unraveling edges. There is also a broken up section at Green Street. An asphalt overlay will be completed

9. Proposed Capital Projects – FY 2017-18

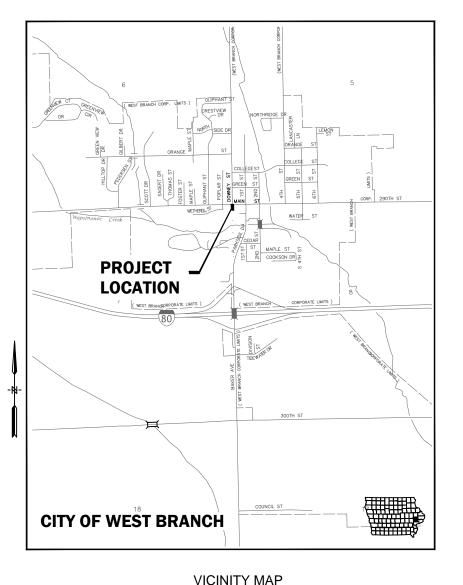
A. College Street Bridge (\$750,000)

The necessity to replace the College Street Bridge was a driving force in the motivation to develop a capital improvement plan. This project, which will likely \$1.5 million, was a project that would never have been able to be replaced as part of the regular operating budget.

B. South 1st Street, Cookson to Cedar (\$102,000)

This stretch of roadway was described in the street inspection report as having several severe longitudinal cracks and several transverse cracks. The road will be replaced.

PLANS FOR HERITAGE SQUARE **IMPROVEMENTS** WEST BRANCH, IOWA



GENERAL LEGEND

	GENERAL	LEGEND	
	SURVEY LINE & STATION INDICATOR	c====12"CMP	CULVERT; SIZE AND TYPE
19, 19, 19	CONCRETE SURFACE	⊳ or [;===	FLARED END SECTION
	ASPHALT SURFACE		RAILROAD
	CONCRETE W/ASPHALT OVERLAY		MAILBOX
(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	LOW GRADE ASPHALT SURFACE	—×——×—	FENCE (MISC.)
4204 4203	GRANULAR SURFACE		SECURITY FENCE
	DIRT SURFACE		WOOD FENCE
	BRICK SURFACE	sF	SILT FENCE
	SURFACING REMOVAL/REPLACEMENT		CHAIN LINK FENCE
	EARTH SECTION	———R———	PROPERTY LINE
$\overline{}$	NEW SEWER/MANHOLE	۰	PROPERTY PIN
	NEW SEWER/INTAKE	A	SECTION CORNER
	NEW WATER MAIN		PLAT BOUNDARY
	NEW FORCE MAIN	لينينا	BUILDING
${f \odot}$	NEW HYDRANT	855.55	ELEVATION MARKER
⊗	NEW WATER VALVE	<u>e</u>	CENTERLINE
	EXISTING SANITARY SEWER AND SIZE	DIA.	DIAMETER
	EXISTING STORM SEWER AND SIZE	ELEV.	ELEVATION
	EXISTING WATER MAIN AND SIZE	PVC	POLYVINYLCHLORIDE PIPE
	EXISTING FORCE MAIN AND SIZE	CI	CAST IRON PIPE
	GAS MAIN AND SIZE	DI	DUCTILE IRON PIPE
	UNDERGROUND POWER LINE	CMP	CORRUGATED METAL PIPE
	OVERHEAD POWER LINE	VCP	VITRIFIED CLAY PIPE
	UNDERGROUND TELEPHONE LINE	RCP	REINFORCED CONCRETE PIPE
	CABLE TELEVISION LINE	RCAP	REINFORCED CONCRETE ARCH PIPE
—-FO-	FIBER OPTICS	LRCP	LINED REINFORCED CONCRETE PIPE
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	DRAINAGE COURSE	LA	LINE AHEAD
©	SANITARY MANHOLE	LB	LINE BACK
(f)	STORM WATER MANHOLE	BM-2	BENCH MARK AND NUMBER
©	ELECTRIC MANHOLE	ROW	RIGHT-OF-WAY
Ď	TELEPHONE MANHOLE	PI	POINT OF INTERSECTION
00	WATER MANHOLE	POT	POINT ON TANGENT
	CURB INTAKE	LF	LINEAR FEET
⊞ or ⊕	AREA OR BEEHIVE INTAKE	TH	TACKED HUB
	EXISTING HYDRANT	* SB-2	SOIL BORING AND NUMBER
8	EXISTING WATER VALVE	PVC	POINT OF VERTICAL CURVATURE
▲	GAS VALVE	PVT	POINT OF VERTICAL TANGENCY
Ø	UTILITY POLE	VC	VERTICAL CURVE
<u>`</u>	GUY ANCHOR	PC	POINT OF CURVATURE
\$	STREET LIGHT	PT	POINT OF TANGENCY
•	SIGN	MO	MIDDLE ORDINATE
	TELEPHONE CABLE JUNCTION BOX	DWG.	DRAWING
*	TRAFFIC SIGNALS	CP-1	CONTROL POINT AND NUMBER
	PEDESTRIAN CONTROL LIGHT	(TYP.)	TYPICAL
	RAILROAD CONTROL LIGHT	HPG	HIGH PRESSURE GAS
×	RAILROAD SIGN	IPG	INTERMEDIATE PRESSURE GAS
0	UTILITY ACCESS COVER	INV.	INVERT
-	PARKING METER	E.W.,E.F.	EACH WAY, EACH FACE
©	TREE	E.W.	EACH WAY
●	EVERGREEN	@	AT
凡	STUMP	<₃	DRAWING NUMBER
0 OR 0000	BUSH, SHRUB OR HEDGE		

NOTE: THIS IS A GENERAL LEGEND. ITEMS MAY OR MAY NOT APPEAR ON DRAWINGS

DRAWING INDEX

	DIVIVINO INDEX
NO.	DRAWING TITLE
1	INDEX AND TITLE SHEET
2	DETAILS - SIDEWALK
3	DETAILS - HERITAGE SQUARE
4	QUANTITIES
5	DEMOLITION PLAN
6	SITE PLAN
7	SURVEY CONTROL POINTS
8	EARTHWORK TABLE
9	STORM PLAN
11	SITE PLAN - ELEVATIONS

GENERAL NOTES

CITY OF

WEST BRANCH

- ALL ELEVATIONS ARE TO CITY OF WEST BRANCH DATUM.
 REMOVE AND REPLACE ALL STREET SIGNS AS DIRECTED BY ENGINEER. COST IS
- INCIDENTAL TO CONSTRUCTION.
 SHAPE ALL DITCHES TO DRAIN AFTER CONSTRUCTION.
- 4. CONFIRM LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND UTILITIES AS REQUIRED TO ELIMINATE CONFLICTS PRIOR TO CONSTRUCTION. ALLOW UTILITY PERSONNEL TO RELOCATE UTILITIES WHERE CONFLICTS OCCUR.

 5. DO NOT INTERRUPT EXISTING UTILITIES OR INDIVIDUAL SERVICES UNLESS
- DIRECTED BY ENGINEER.
- 6. LOCATIONS OF CONSTRUCTION LIMIT LINES SHOWN ON PLANS ARE APPROXIMATE. ENGINEER WILL LOCATE CONSTRUCTION LIMITS IN FIELD. CONFINE ALL CONSTRUCTION OPERATIONS, INCLUDING ACCESS TO WORK, TO
- 7. SET MANHOLE COVERS FLUSH WITH PROPOSED GRADES UNLESS OTHERWISE
- 8. STATIONING IS ALONG CENTER LINE OF PAVEMENT, UNLESS OTHERWISE
- NOTED.

 9. PROTECT UTILITY POLES, LINES AND APPURTENANCES NOT SHOWN FOR
- RELOCATION.
- RESET ALL PROPERTY PINS DISTURBED BY CONSTRUCTION; PINS RESET BY REGISTERED LAND SURVEYOR; COST IS INCIDENTAL TO CONSTRUCTION.
 PROTECT ALL SURFACING, NOT INDICATED BY SHADING FOR REMOVAL AND REPLACEMENT FROM DAMAGE DURING CONSTRUCTION

PROTECTION OF VEGETATION

TREES AND OTHER VEGETATION WHICH MAY BE REMOVED ARE MARKED WITH AN "X" OVER THE APPROPRIATE SYMBOL. FOR EXAMPLES: 12" INDICATES THE REMOVAL OF A 12" TREE. REPLACEMENT, BY CONTRACTOR, OF THESE ITEMS IS NOT REQUIRED. TUNNEL, INSTALL TIGHT SHEETING, HAND EXCAVATE OR EMPLOY OTHER MEANS APPROVED BY ENGINEER TO PROTECT EXPOSED PORTIONS AND ROOT SYSTEMS OF TREES AND OTHER VEGETATION NOT SCHEDULED FOR REMOVAL. IF TREES AND OTHER VEGETATION NOT SCHEDULED FOR REMOVAL ARE DAMAGED DURING CONSTRUCTION, REPLACE IN KIND AND SIZE AT NO COST TO CITY OR



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licensed	Profe:	ssional	Engi	neer	under	the	laws	of	the	Sta	te	of	lowa

11-09-2015 My license renewal date is December 31, 2016

REVISIONS EDG DRS HECKED DRS 11-09-15



HERITAGE SQUARE IMPROVEMENTS

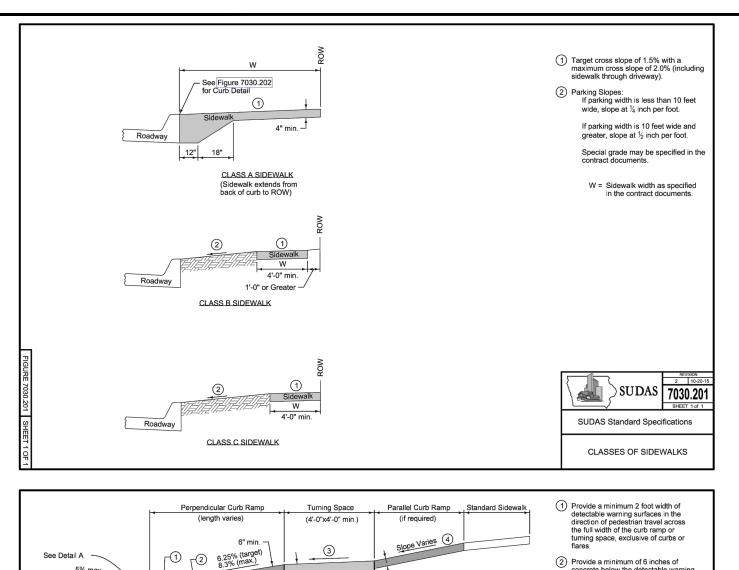
860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(MATS)

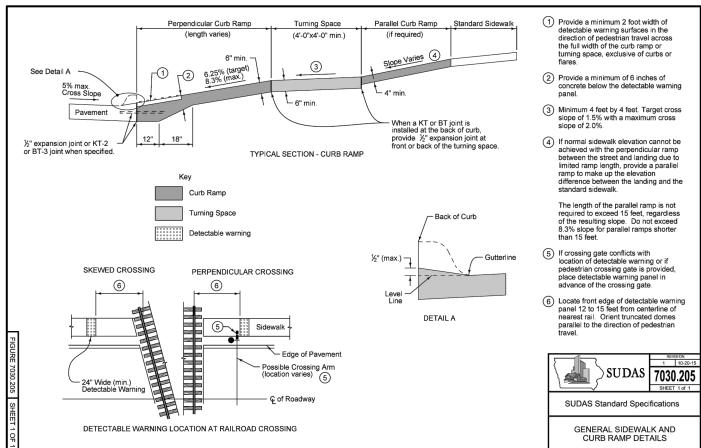
CITY OF WEST BRANCH

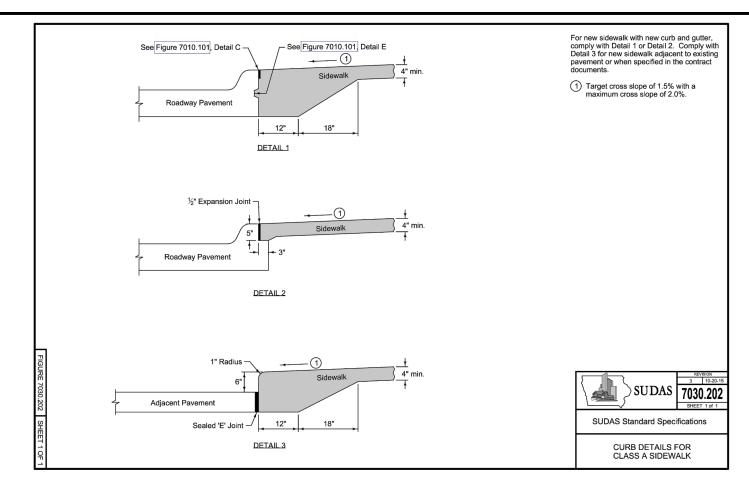
INDEX AND TITLE SHEET

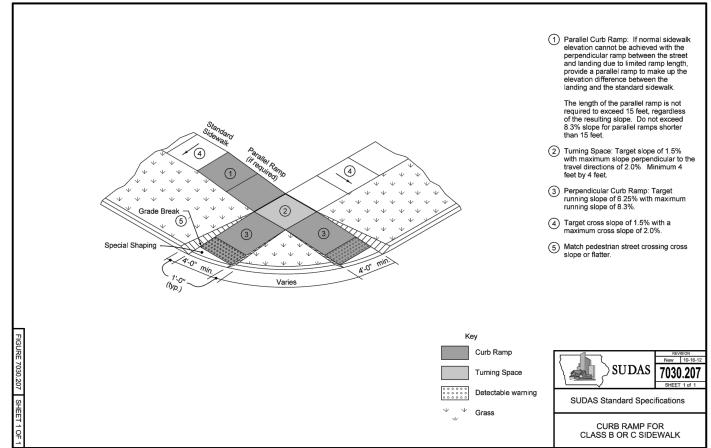


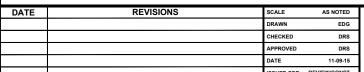
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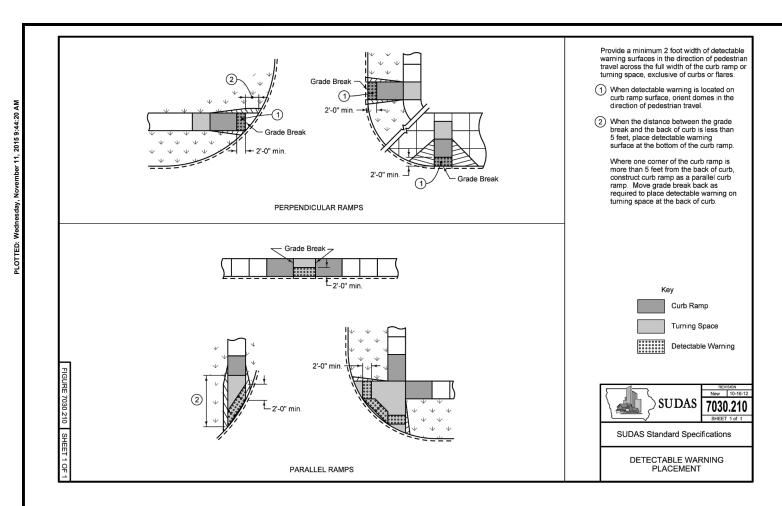


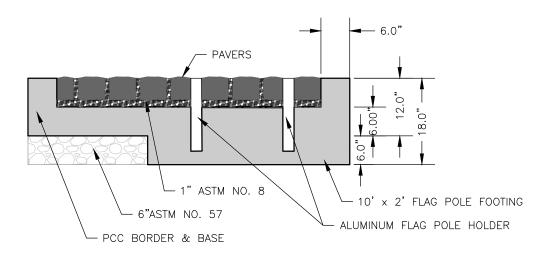
SCALES ACCORDING



HERITAGE SQUARE IMPROVEMENTS CITY OF WEST BRANCH

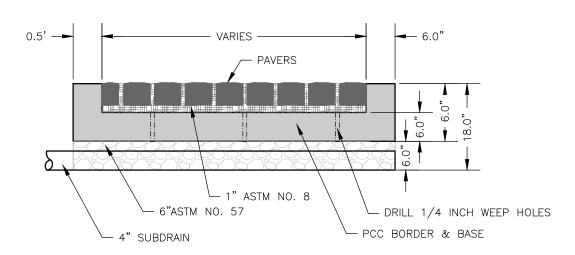
360 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565 319-466-1000 • 319-466-1008(FAX) • **388-**241-**3**001(WATS)





FLAG POLE FOOTING PROFILE

NOT TO SCALE



PCC BORDER & BASE PROFILE

NOT TO SCALE

DATE	REVISIONS	SCALE	AS NOTED
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		CHECKED	DRS
		APPROVED	DRS
		DATE	11-09-15
		ISSUED FOR	REVIEW/CONST

VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING.

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



HERITAGE SQUARE IMPROVEMENTS CITY OF WEST BRANCH

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

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	ESTIMATED ROADWAY		1	T
ITEM NO.	ITEM	UNIT	TOTAL	AS BUILT QUAN
1	REMOVE PAVEMENT	SY	140.6	
2	REMOVE PCC CURB	LF	17	
3	PCC/BRICK WALL	LS	1	
4	INDIANA LIMESTONE CAP 2X30X30R	EA.	2	
5	INDIANA LIMESTONE CAP 2X48X30	EA.	3	
6	INDIANA LIMESTONE 96"X24"X3.5" SAND BLASTED	EA.	1	
7	HOLLAND PREMIER HERITAGE BROWN	SF	734	
8	HOLLAND PREMIER GRANITE	SF	158	
9	STANDARD BRICK RED	SF	113	
10	PCC BORDER AND BASE	SY	107	
11	ASTM No. 8	CY	11	
12	ASTM No. 57	CY	22	
13	PCC SIDEWALK	SY	8.9	
14	PCC CURB	LF	10	
15	DETECTABLE WARNING	SF	8	
16	ELECTRICAL ALLOWANCE	LS	1	
17	ALUMINUM FLAG POLES/ AND FOOTING	LS	1	
18	4" SUBDRAIN	LF	115	
19	CONNECTION TO INTAKE	EA.	1	
20	SOD	LS	1	
21	MANHOLE ALLOWANCE	LS	1	
22	EXCAVATION	CY	83.47	
23	MOBILIZATION	LS	1	
24	SURVEY	LS	1	
25	НМА	TON	7.5	

ESTIMATE REFERENCE INFORMATION									
ITEM NO.	ITEM CODE	DESCRIPTION							
1	REMOVE PAVEMENT	SEE DEMOLITION SHEET 5							
2	REMOVE PCC CURB	SEE DEMOLITION SHEET 5							
3	PCC/BRICK WALL	SEE SITE PLAN SHEET 6							
4	INDIANA LIMESTONE CAP 2X30X30R	SEE SITE PLAN SHEET 6							
5	INDIANA LIMESTONE CAP 2X48X30	SEE SITE PLAN SHEET 6							
6	INDIANA LIMESTONE 96"X24"X3.5" SAND BLASTED	SEE SITE PLAN SHEET 6							
7	HOLLAND PREMIER HERITAGE BROWN	SEE SITE PLAN SHEET 6							
8	HOLLAND PREMIER GRANITE	SEE SITE PLAN SHEET 6							
9	STANDARD BRICK RED	SEE SITE PLAN SHEET 6							
10	PCC BORDER AND BASE	SEE SITE PLAN SHEET 6							
11	ASTM No. 8	SEE DETAIL - HERITAGE SQUARE SHEET 3							
12	ASTM No. 57	SEE DETAIL - HERITAGE SQUARE SHEET 3							
13	PCC SIDEWALK	SEE DETAIL - SIDEWALK SHEET 2							
14	PCC CURB	SEE SITE PLAN SHEET 6							
15	DETECTABLE WARNING	SEE SITE PLAN SHEET 6							
16	ELECTRICAL ALLOWANCE	ELECTRICAL MODIFICATION IF NEEDED							
17	ALUMINUM FLAG POLES/ AND FOOTING	SEE SITE PLAN SHEET 6 FOR LOCATION. REFER TO SEE DETAIL SHEET 3							
18	4" SUBDRAIN	SEE STORM PLAN SHEET 9							
19	CONNECTION TO INTAKE	SEE STORM PLAN SHEET 9							
20	SOD	SEE SITE PLAN SHEET 6							
21	MANHOLE ALLOWANCE	MANHOLE MODIFICATION IF NEEDED							
22	EXCAVATION	SEE EARTHWORK TABLE SHEET 8							
23	MOBILIZATION	LUMP SUM							
24	SURVEY	LUMP SUM							
25	НМА	SEE SITE PLAN SHEET 6							

ш					
ST	DATE	REVISIONS	SCALE	AS NOTED	
:\WEST			DRAWN	EDG	
Z			CHECKED	DRS	
Ë			APPROVED	DRS	
E PA			DATE	11-09-15	
ا ٿِ			ISSUED FOR	REVIEW/CONST	•

VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING.

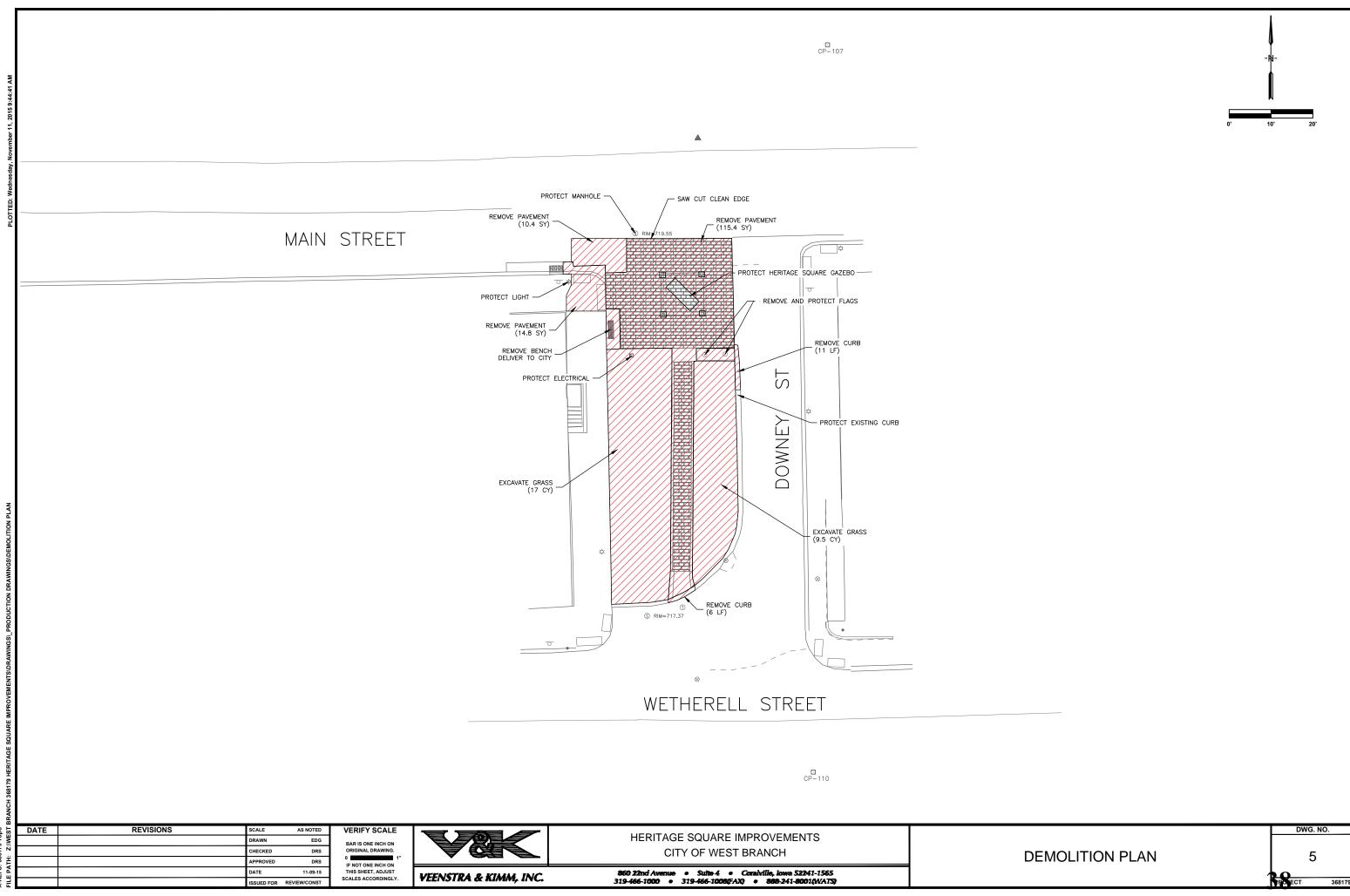
1 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



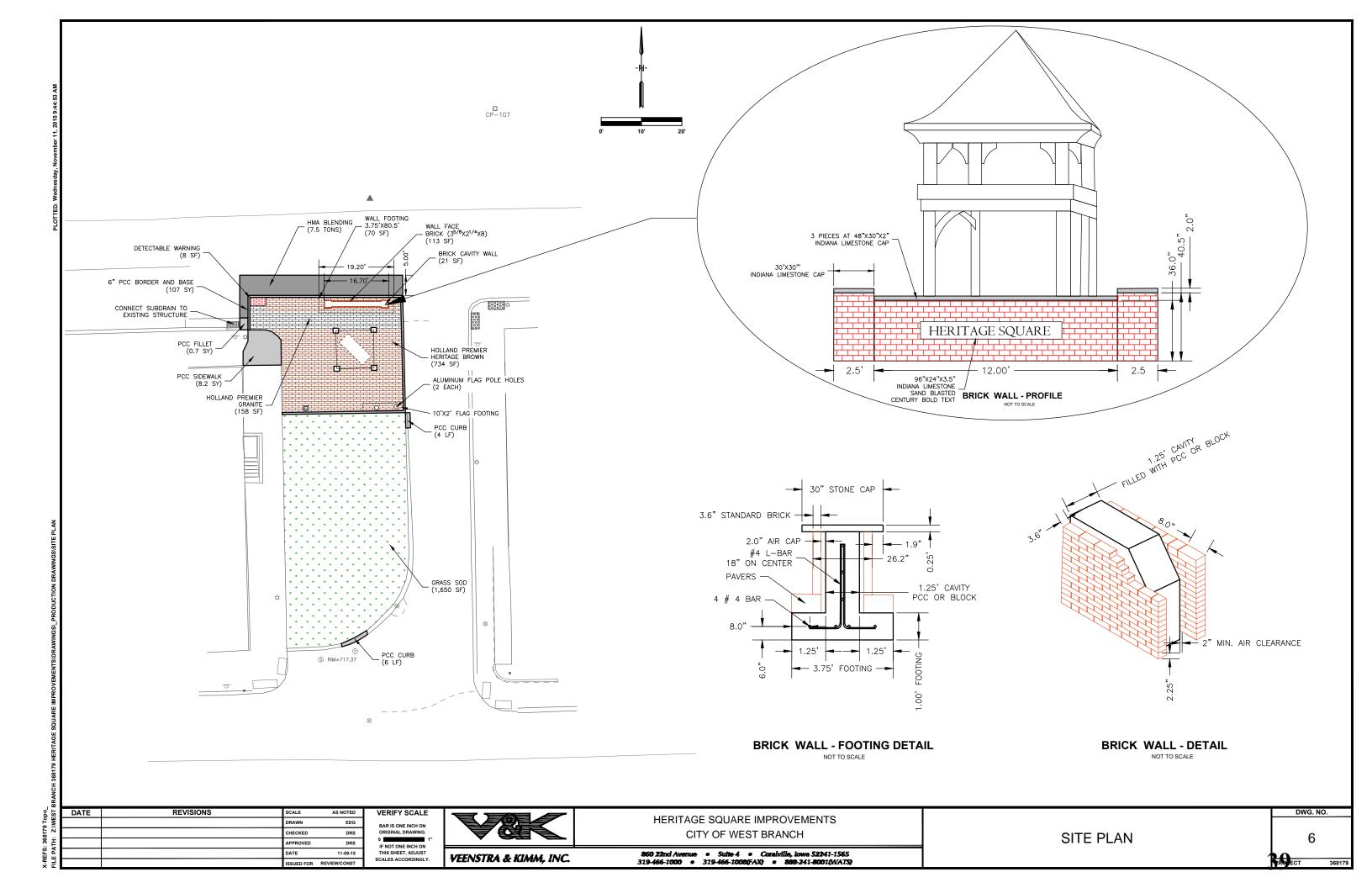
HERITAGE SQUARE IMPROVEMENTS CITY OF WEST BRANCH

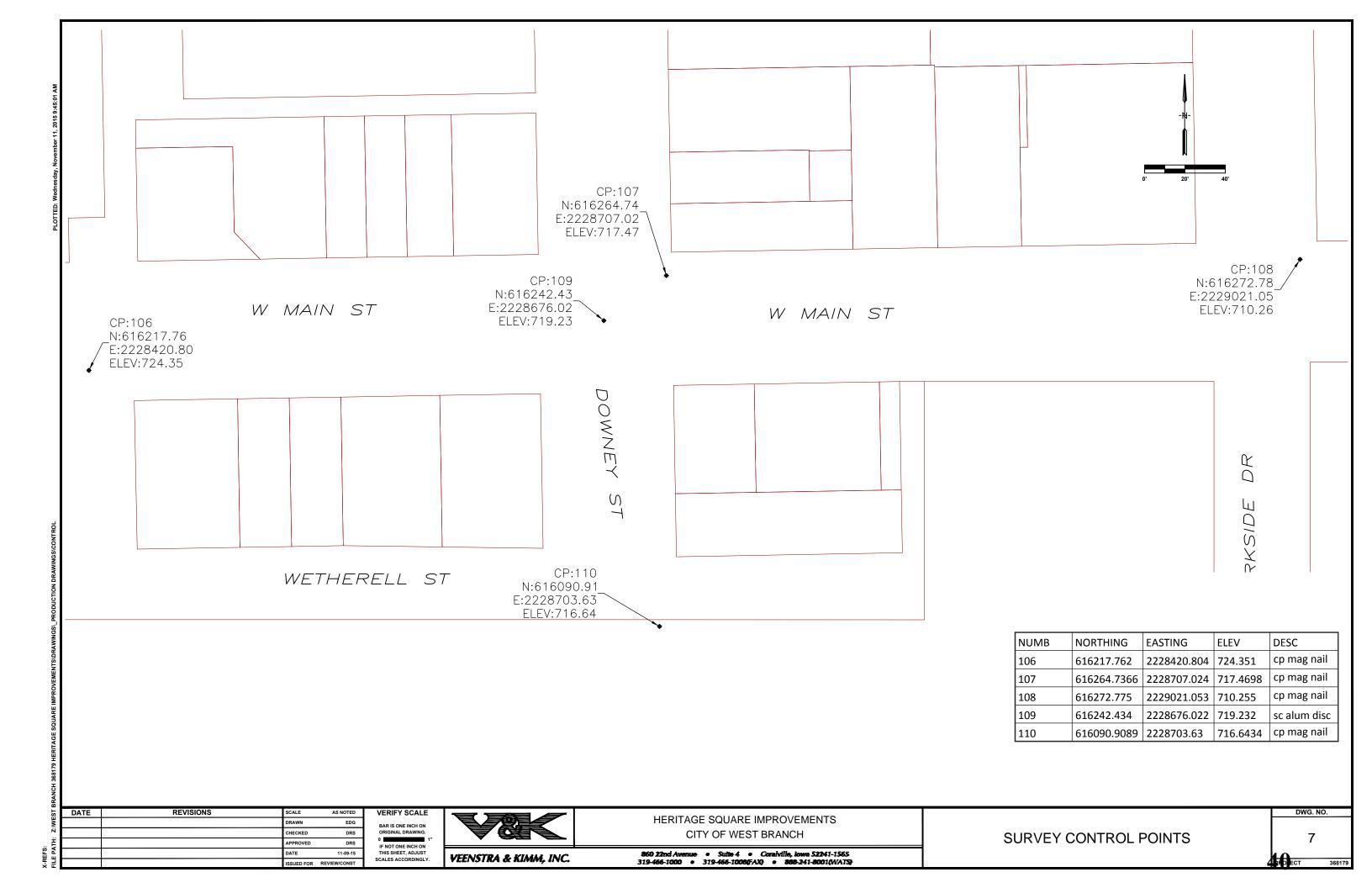
860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

DWG. NO.



X-REFS: 368179 To





Volume	Summar	y						
Name	Туре	Cut Factor	Fill Factor	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)	
EG- Datum	full	1.00	1.00	1039.93	56.87	0.00	56.87 <cut></cut>	

Totals				
	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
Total	1039.93	56.87	0.00	56.87 <cut></cut>

^{*} Value adjusted by cut or fill factor other than 1.0

DATE	REVISIONS	SCALE	AS NOTED	
		DRAWN	EDG	İ
		CHECKED	DRS	
		APPROVED	DRS	
		DATE	11-09-15	
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VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING.

1 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

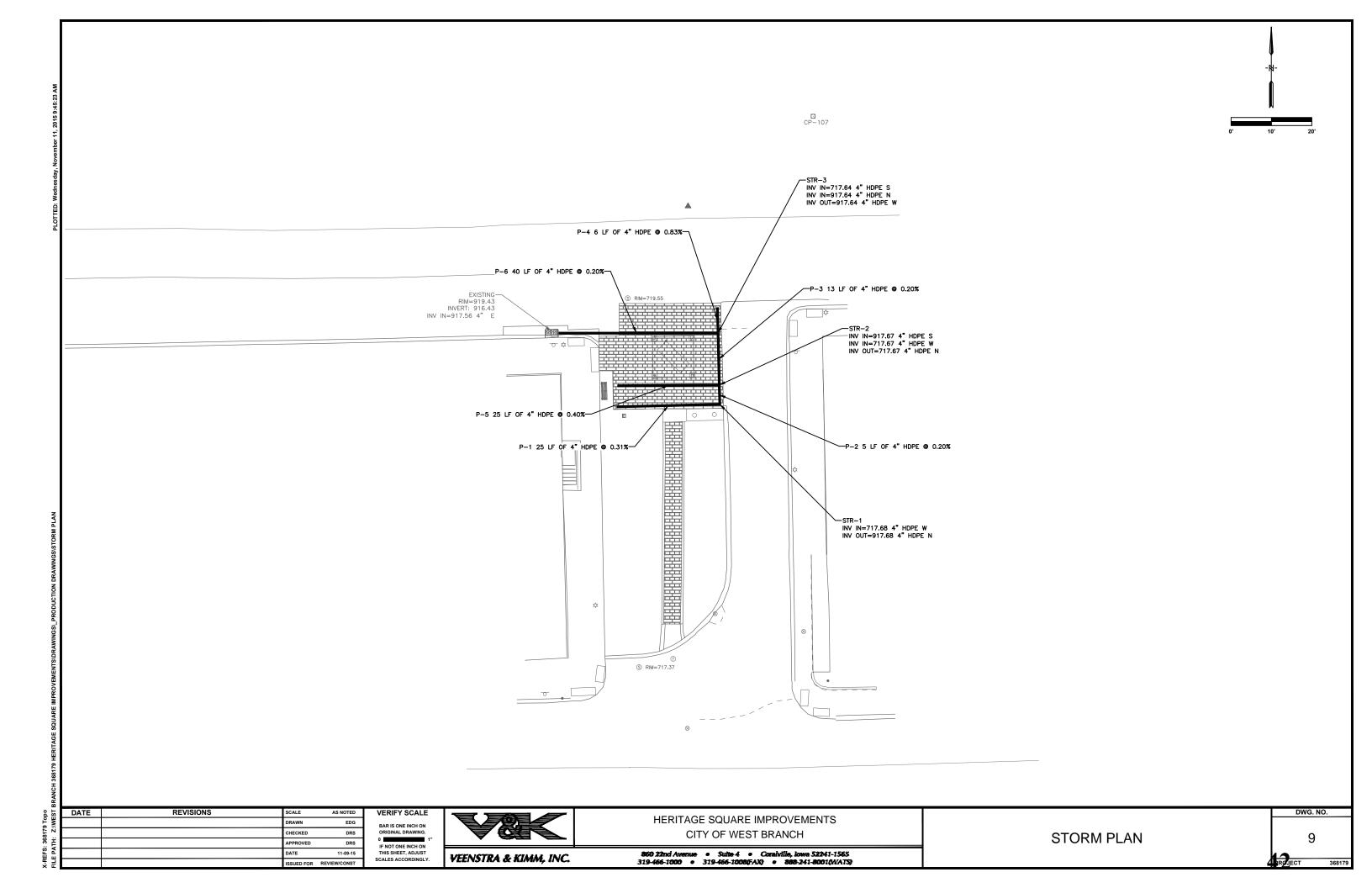


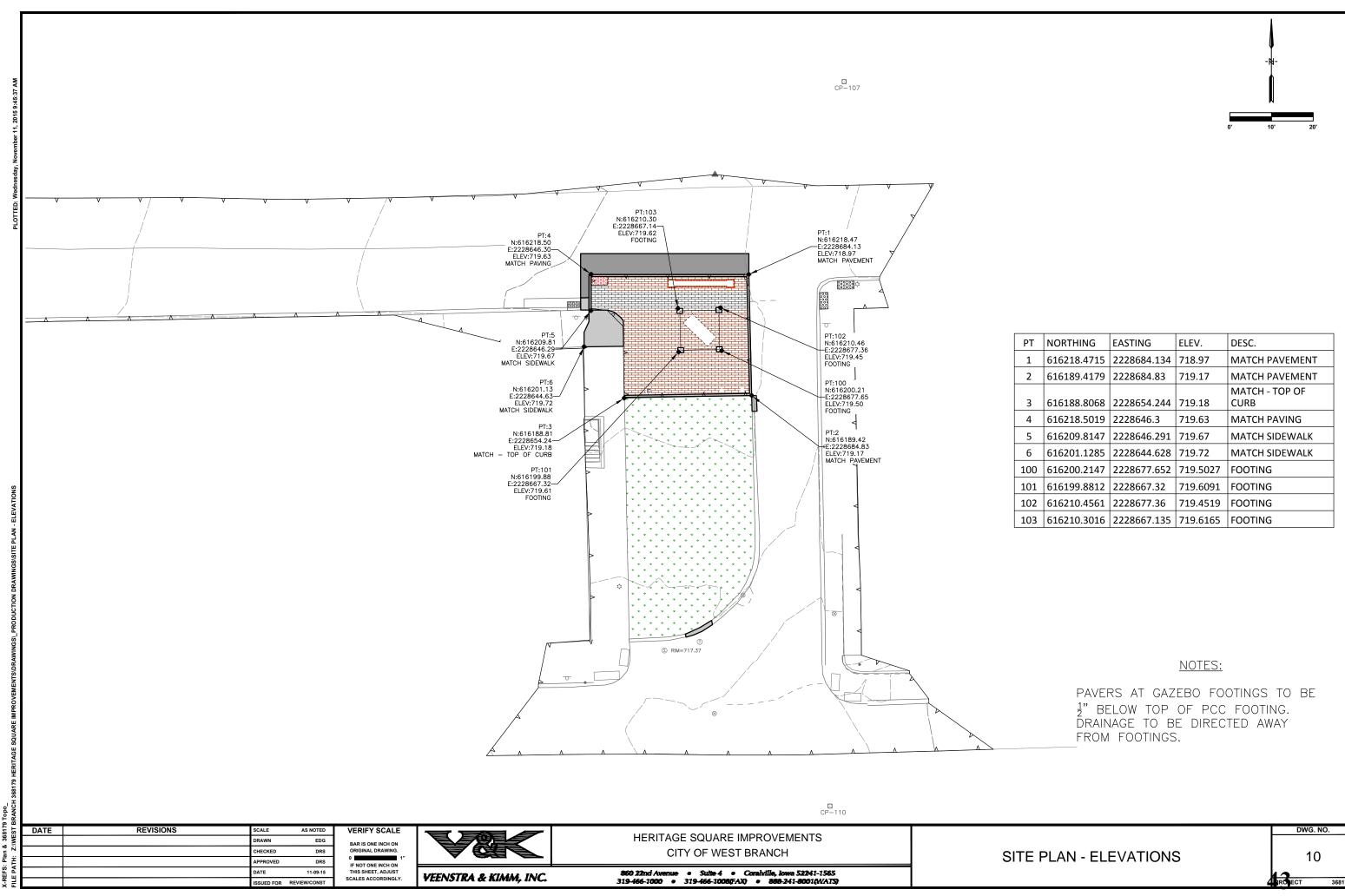
HERITAGE SQUARE IMPROVEMENTS CITY OF WEST BRANCH

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

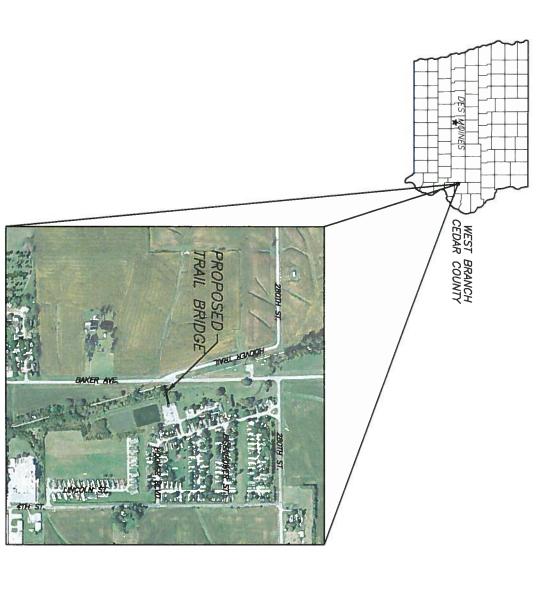
EARTHWORK TABLE

DWG. NO. 8





PROPOSED TRAIL BRIDGE WEST BRANCH, IOWA 2015



Mayor Pro Tem:

COLTON MILLER

CITY OFFICIALS

City Administrator:

MATT MUCKER

KEVIN OLSON

LOCATION MAP



FRENCH-RENEKER-ASSOCIATES, INC. Fairfield, Iowa Engineers & Surveyors

INDEX TO DRAWINGS

Description

COVER SHEET

GENERAL LAYOUT-PLAN & PROFILE LAYOUT OF PIERS

N

4 0 TYPICAL 24' SPAN

9'-8 1/4" SPAN 53' SPAN

WEST ABUTMENT

7 6

00

EAST ABUTMENT

APPROACH SECTIONS & CONCRETE LINED CHANNEL

BRIAN PIERCE

TIM SHIELDS

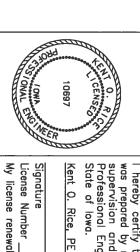
MARY BETH STEPHENSON

JORDAN M. ELLYSON

COUNCIL MEMBERS

& PRAIRIE PLANTING QUANTITIES, DESIGN LOADING

10



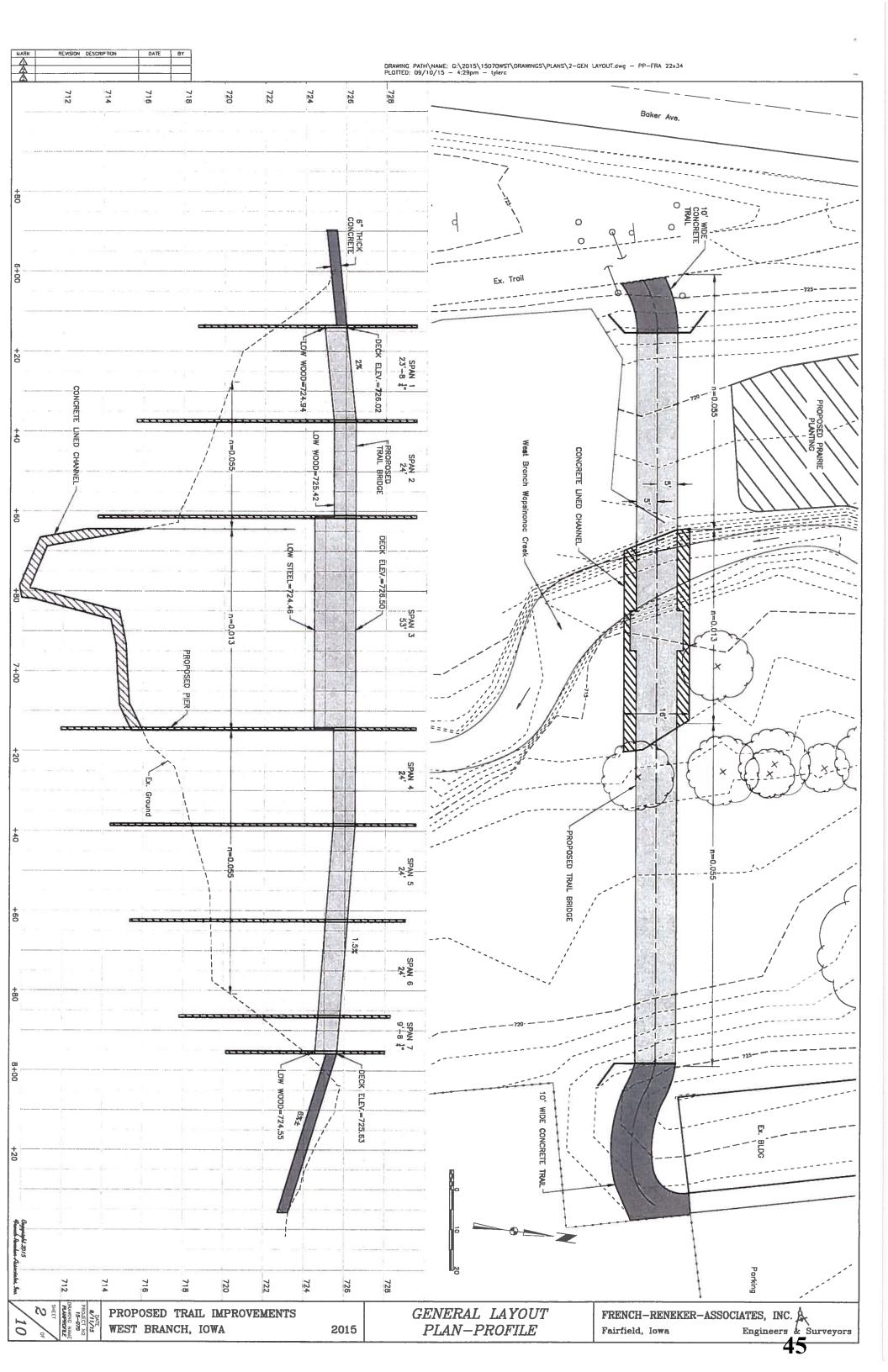
CERTIFICATION OF ENGINEER

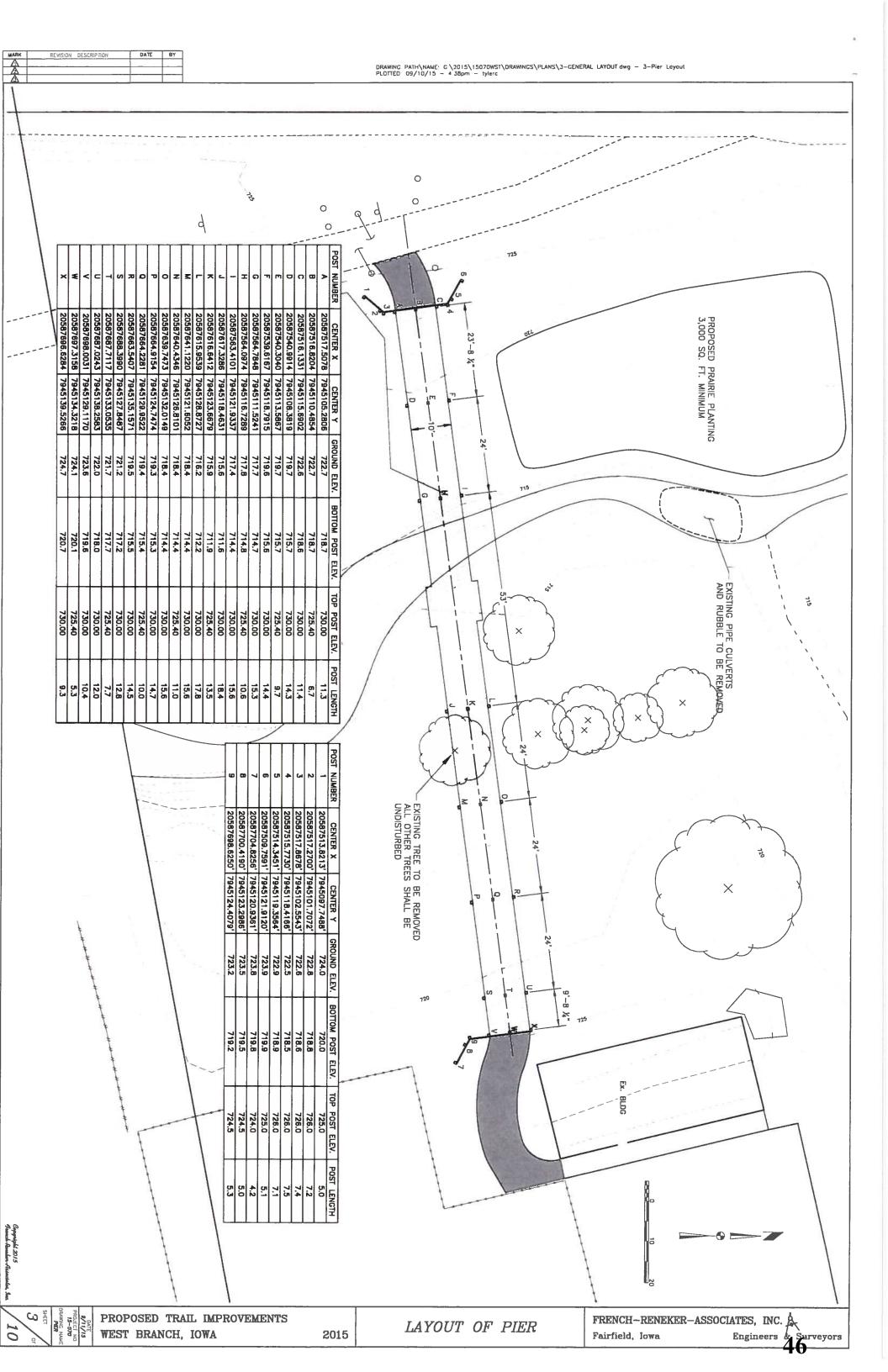
I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of lowa.

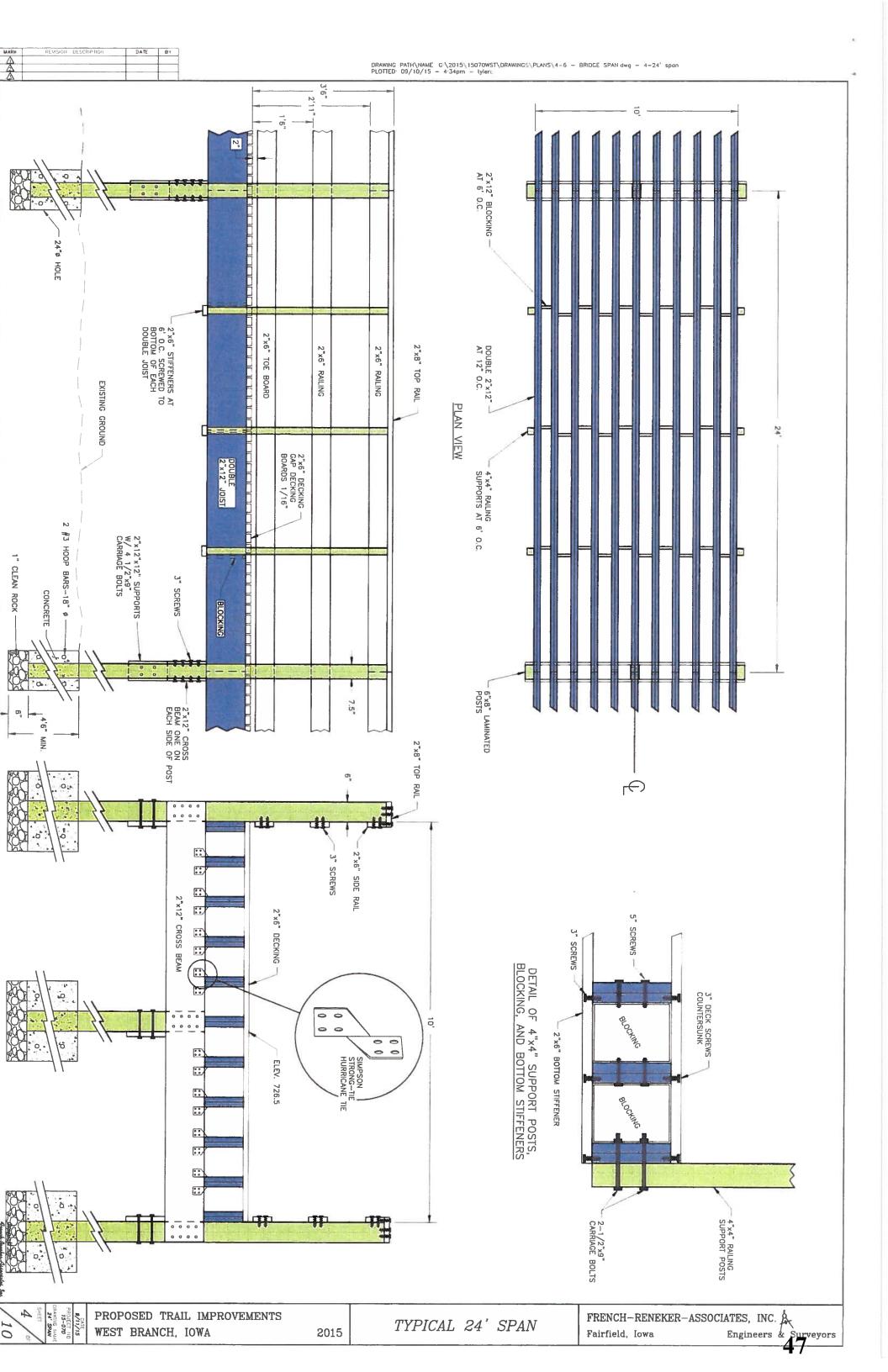
License Number 10697 My license renewal date is December 31, 2016

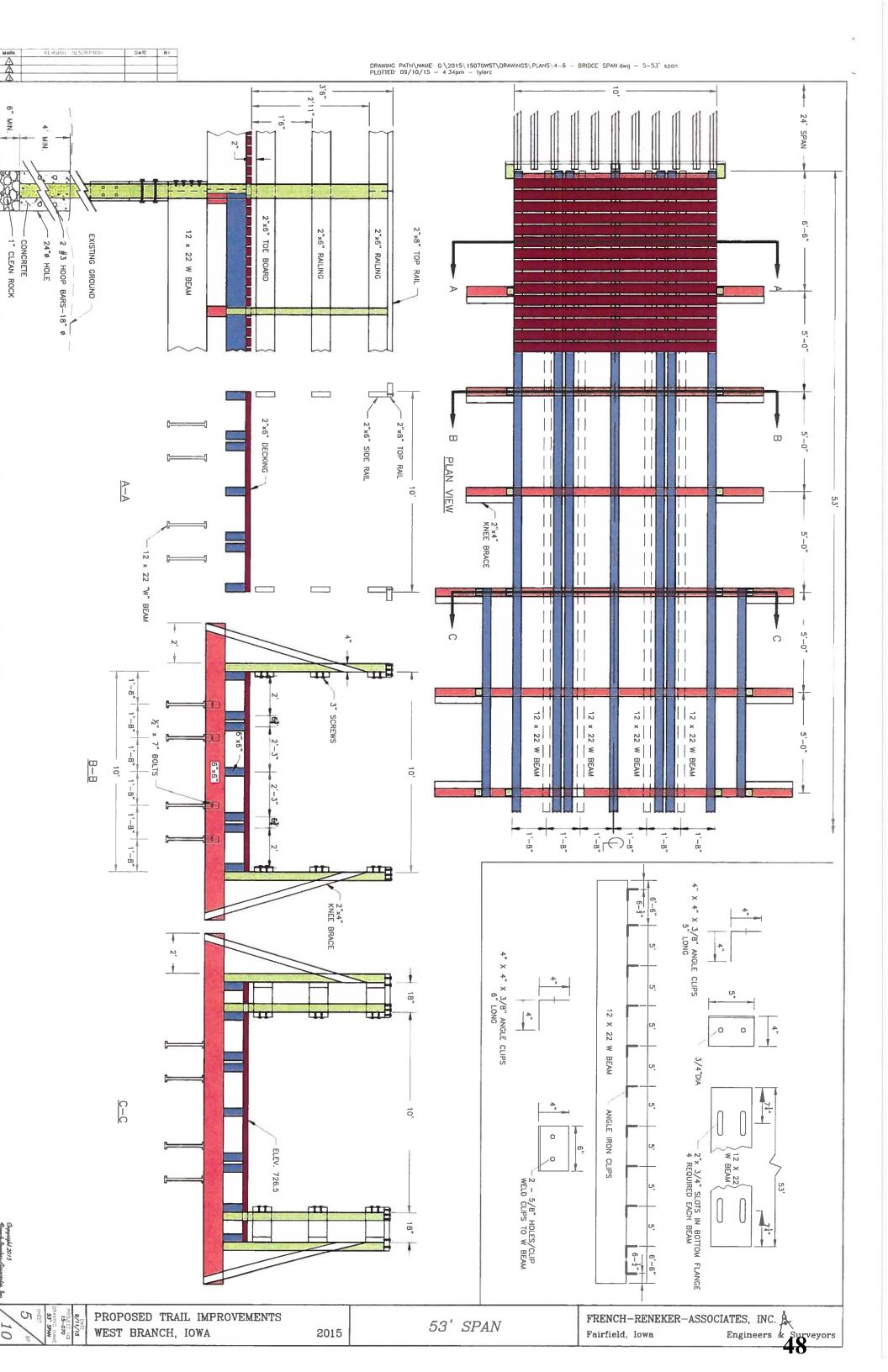
Pages or Sheets covered by this seal:

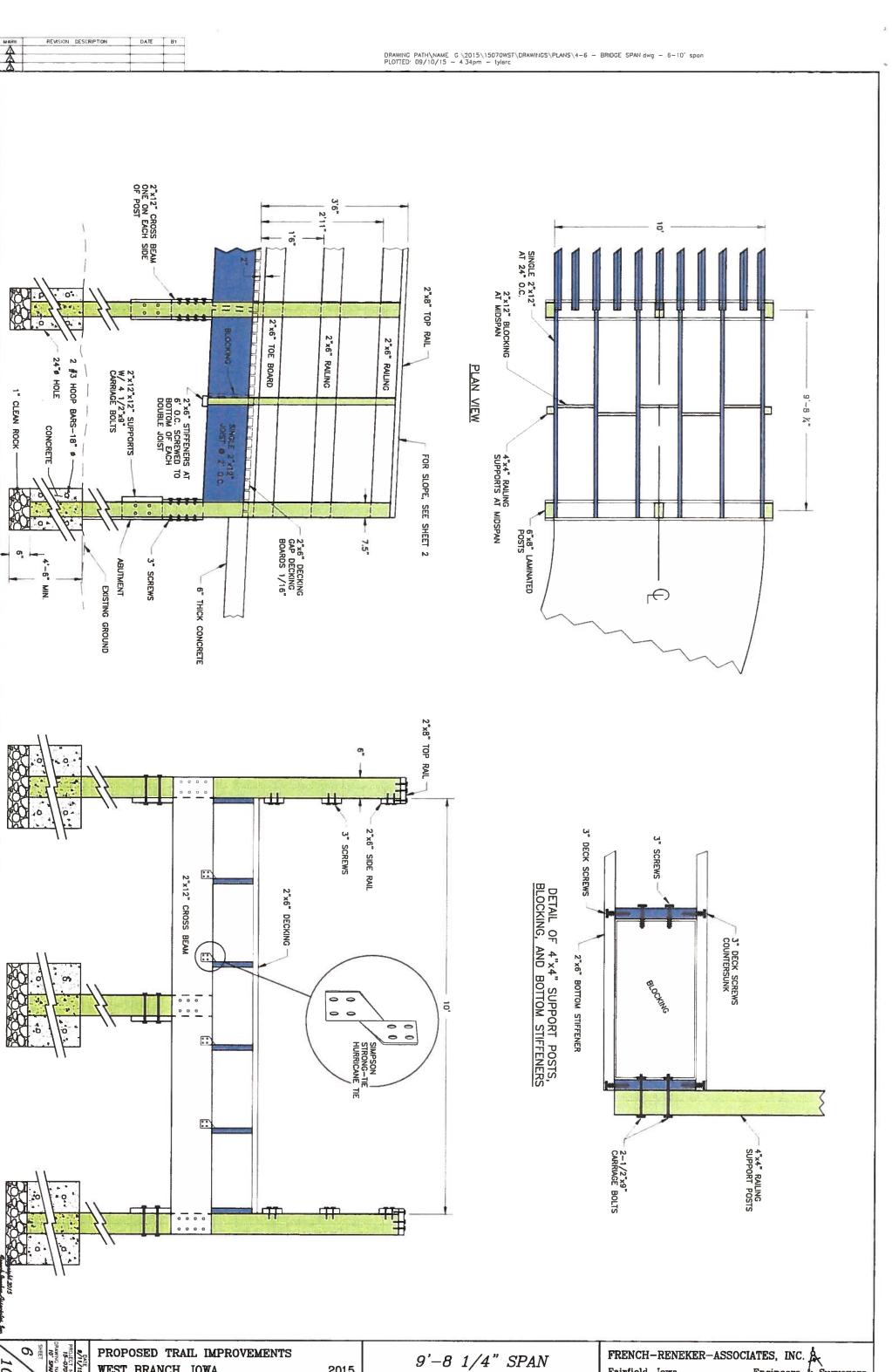
Date

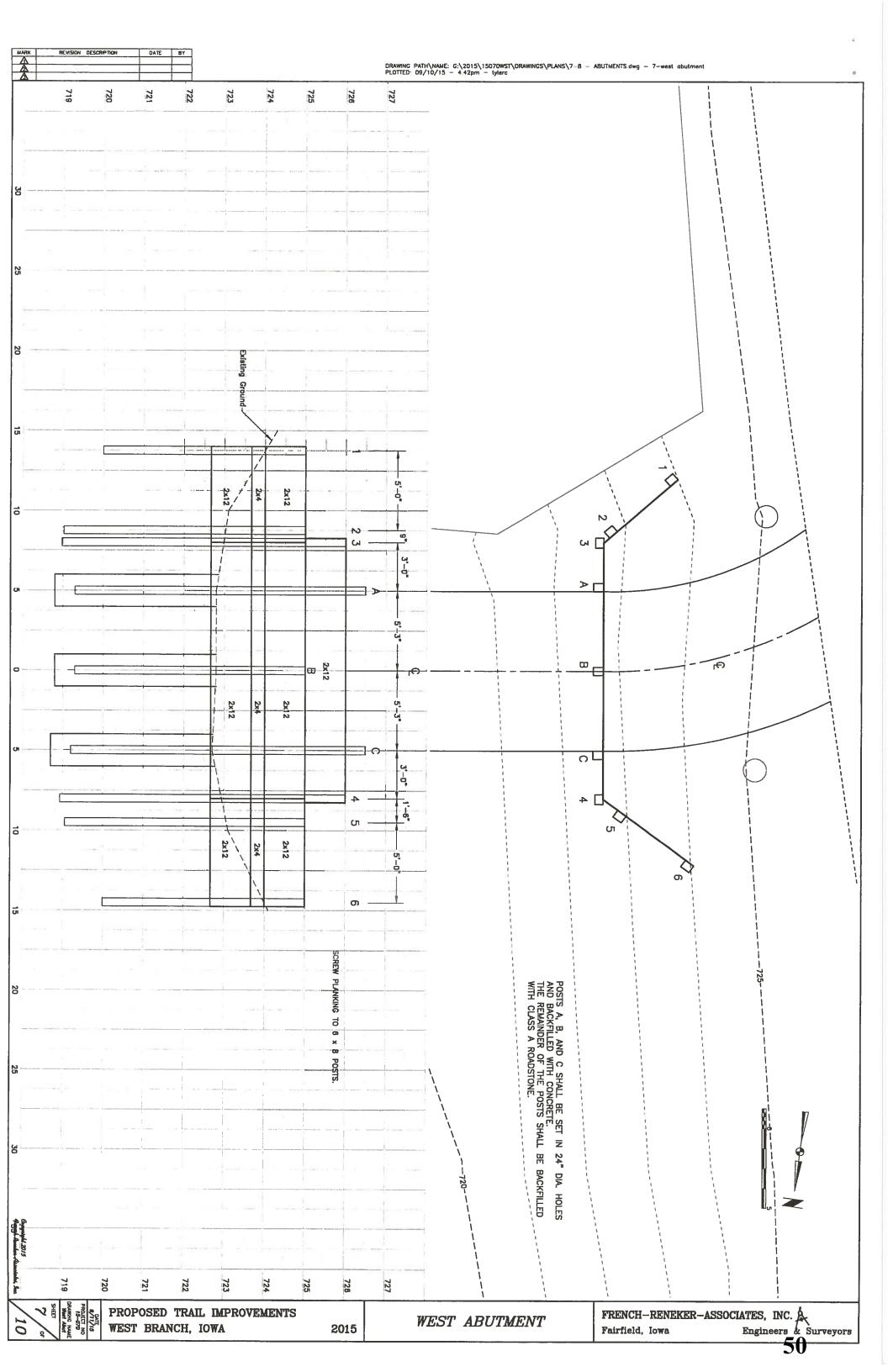


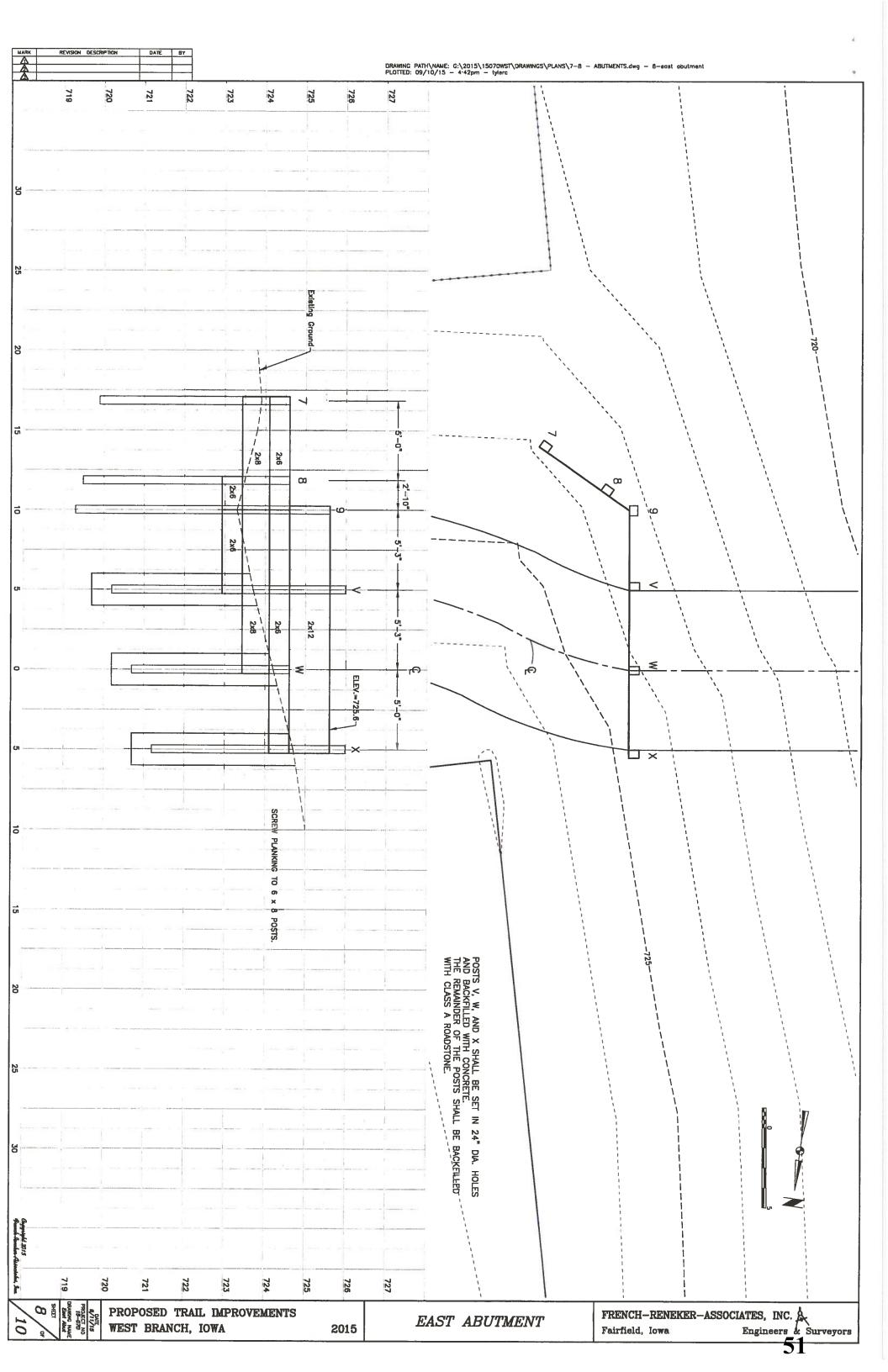


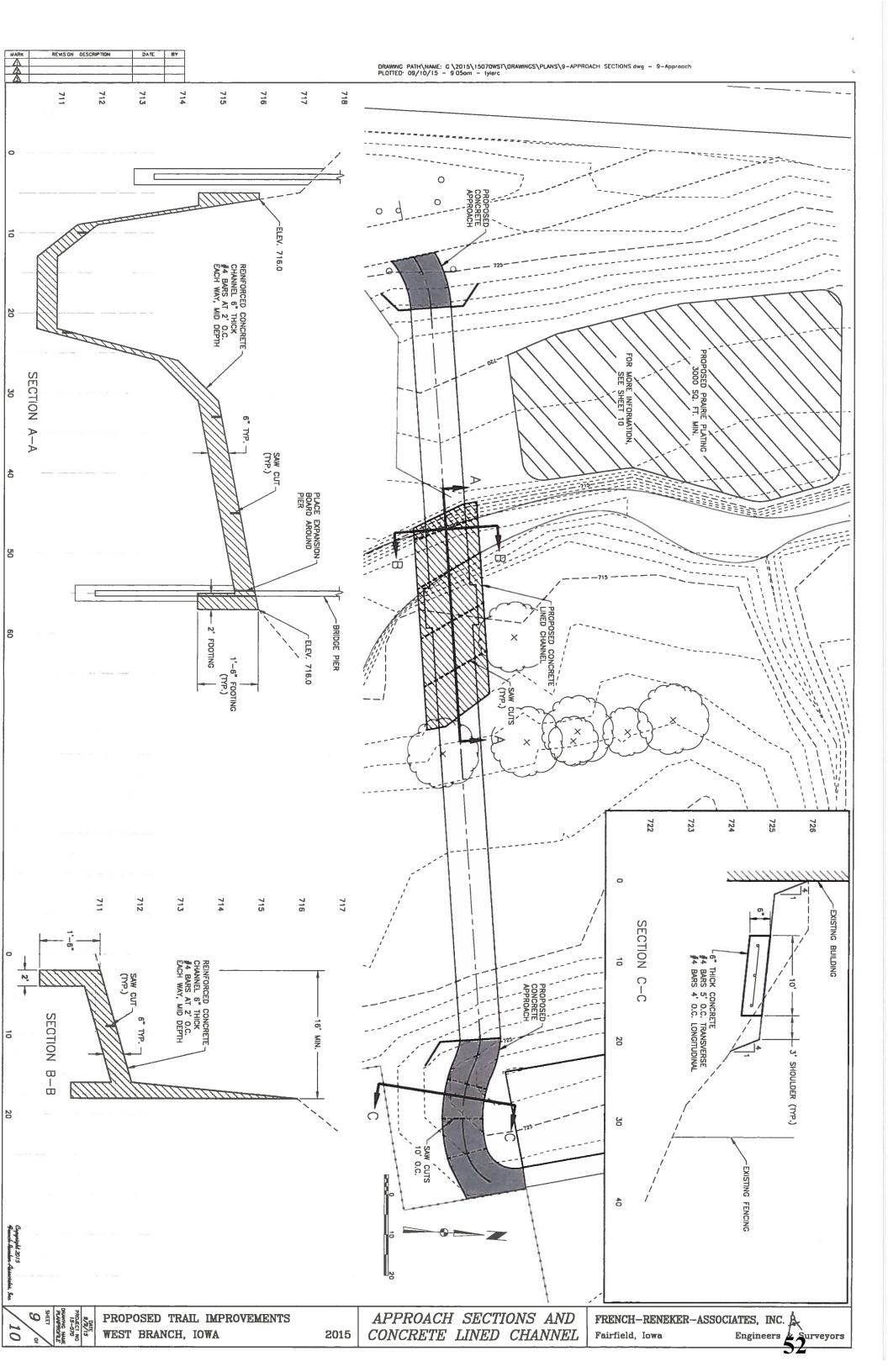












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	Concrete — Cubic Yard	Reinforcing Steel — Length of #4 Bars	#3 Hoop Bars	Simpson Strong—Tie Hurricane Tie	1/2" x 9" Carriage Bolts	1/2" x 7" Bolts	5" Deck Screws	3" Deck Screws	4" x 4" x 10'	6" x 6" x 20'	6" x 6" x 16'	2" x 6" x 12'	2" x 6" x 10'	2" x 8" x 12'	2" x 8" x 10'	2" × 12" × 24'	2" × 12" × 12'	2" × 12" × 10'	4" x 4" x 3/8" Angle Clips	12" x 22" x 53' W-Beams	× 20'	6" x 8" x 16' Laminated Post	× œ ×	6" x 8" x 8' Laminated Post	6" x 8" x 6' Laminated Post	ITEM	
	10 CY		48														1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1									PIERS	
																										WEST ABUTMENT	
																										EAST ABUTMENT	
																										TYPICAL 24' SPAN SPANS 1,2,4,5&6	DI
																										TOTAL 24' SPANS	QUANTITIES
																										53' SPAN SPAN 3	
																										10' SPAN SPAN 7	
	3 CY	B0'																								WEST APPROACH	
	8 CY	200'																								EAST APPROACH	
	26 CY	960'																								CONCRETE	
	47 CY	1240'	48																							TOTAL	

DESIGN LOAD CAPACITY:

- 5 Ton Vehicle Load
- 85 Pounds Per Square Foot Uniform Load

PRAIRIE PLANTING:

- The existing vegetation shall be killed and planted to tall grass native prairie at the shown on Sheet 9. d the area location as
- The minimum area shall be 3,000 square feet (0.07
- The intent is to plant prairie along the bank of the creek to provide a buffer strip for water running off the hillslope, county road, and the Hoover Nature Trail. The prairie mix shall be Conservation Reserve Program (CRP) lowa Native CP-25 Mix. An lowa Native Wildflower mix may be added to provide more wildflowers.
- Contact the Cedar County NRCS office for more details on the seed mix, preparing the seed bed, seeding, and maintenance.

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PROPOSED TRAIL IMPROVEMENTS WEST BRANCH, IOWA

QUANTITIES, DESIGN LOADING, AND PRAIRIE PLANTING

FRENCH-RENEKER-ASSOCIATES, INC. Fairfield, Iowa Engineers & Surveyors