



PUBLIC NOTICE AND AGENDA OF THE WEST BRANCH CITY COUNCIL MEETING SCHEDULED TO CONVENE AT 7:00 P.M. MONDAY, DECEMBER 4, 2017 IN THE CITY COUNCIL CHAMBERS, 110 NORTH POPLAR STREET, WEST BRANCH, IOWA

Mayor	Roger Laughlin	mayor@westbranchiowa.org
Mayor Pro Tem	Colton Miller	mcolton@rocketmail.com
Council Member	Jordan Ellyson	Jordanellyson@gmail.com
Council Member	Brian Pierce	brianapierce@outlook.com
Council Member	Mary Beth Stevenson	mbstevenson115@gmail.com
Council Member	Tim Shields	timshieldswbcc@yahoo.com
City Administrator	Redmond Jones II	rjonesii@westbranchiowa.org
City Attorney	Kevin Olson	kevinolsonlaw@gmail.com
Deputy City Clerk	Leslie Brick	leslie@westbranchiowa.org

Please note: *Most written communications to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.*

AGENDA

A. Call to Order

B. Opening Ceremonies

1. Pledge of Allegiance
2. Welcome

C. Roll Call

D. Guest Speaker, Presentations and Proclamations

1. Alliant Energy Community Annual Report
2. GIS Demonstration from Midland GIS
3. USGS Streamgages and Wapsinonoc Creek

E. Public Comment

Anyone wishing to address the City Council may come forward when invited; please state your name and address for the record. Public comments are typically limited to three minutes, and written comments may be submitted to the Deputy City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.

F. Approve Agenda / Consent Agenda / Move to Action

Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a Council member, staff member or member of the Public wishes to

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discuss any item on the Consent Agenda, they can request the item be removed from the Consent Agenda for discussion. The remaining items on the Consent Agenda will be voted on with one motion being made for all items on the Consent Agenda. Then then item will be removed from the Consent Agenda, and will be separately considered and voted on.

1. Motion to Approve Meeting Minutes for City Council Meeting November 20, 2017.
2. Resolution 1668 – A Resolution to welcome the Des Moines Register’s Annual Great Bicycle Ride Across Iowa (RAGBRAI) to Cedar County in 2018.
3. Motion to Approve the Renewal of Liquor License for “Herb & Lou’s”, located at 105 Downey Street, West Branch, IA.
4. Resolution 1670 – A Resolution Approving Snow Removal on Parkside Drive, Second Street and Cedar Street for the United States Department of the Interior, National Park Service, Herbert Hoover National Historic Site.
5. Motion to Approve the City of West Branch Parks and Recreation Phase 1 Improvements – Certificate of Completion.
6. Motion to Approve the Sanitary Sewer Rehabilitation Phase 2 Pay Estimate No. 3 (final)
7. Resolution 1669 – A Resolution to increase the Depository Limit at Community State Bank, A Depository of the City of West Branch.
8. Approve Claims Report and Accept Recently Approved Bond Closing Letter.

G. Public Hearing / Non-Consent Agenda

1. Ordinance 748 – (Second Reading) Amending the Zoning Code of the City of West Branch to Allow the Keeping of Urban Chickens.
2. Ordinance 747 – (Third and Final Reading) Amending Chapter 165, entitled “Zoning Regulations”.
3. Motion to Approve Plans and Specs; setting dates for hearing and letting for Cubby Park
4. Resolution 1672 – Approving the Encroachment Agreement with Mid-America Pipeline Co., LLC
5. Resolution 1671 – To Fix a Date of Meeting for a Public Hearing on Amending the Current Budget for the Fiscal Year Ending June 30, 2018.
6. Discussion: To Consider adding “GIS capabilities to Public Works” to our list Goals and Objectives.
7. Motion to Continue the U.S. Geological Survey Stream and Precipitation Monitoring on the West Branch Wapsinonoc Creek
8. Discussion: To Consider Freedom Rock Funding / Sponsorship.

H. Reports

1. City Administrator’s Report
 - Set time for City Administrator’s Evaluation (December 18th)
2. City Attorney Report
3. Other Staff Hearsays

I. Comments from Mayor and Council Members

J. Adjournment

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

West Branch, Iowa
2017

City Council Meeting

November 20,

Council Chambers

5:30 p.m.

Mayor Roger Laughlin called the West Branch City Council meeting to order at 5:30 p.m. Mayor Laughlin invited the Council, Staff and members of the audience to stand and led the group in the Pledge of Allegiance. Roll call: Mayor Laughlin was present. Council members: Tim Shields, Mary Beth Stevenson, and Jordan Ellyson were present. Brian Pierce joined the meeting at 5:41 p.m. Colton Miller was absent. Laughlin welcomed the audience and the following City staff: City Administrator Redmond Jones, Deputy City Clerk Gordon Edgar, Library Director Nick Shimmin, Park & Recreation Director Melissa Russell and Police Chief Mike Horihan.

GUEST SPEAKER, PRESENTATIONS, AND PROCLAMATIONS.

None.

PUBLIC COMMENT.

Pete Swisher, National Park Service Superintendent, reported that he met with officials of the National Park Service from Washington, Denver and Omaha to discuss storm water plans. He expects the focus to be on archeological surveys next summer. These must be completed before any storm water related construction work can begin. He also reported that he met with Park & Rec Director Melissa Russell to discuss West Branch city trails. He will have an intern working on GIS documents for the trails next summer.

APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION.

1. Motion to Approve Meeting Minutes for Special City Council Meeting October 27, 2017; City Council Meeting November 6, 2017; and City Council Work Session – Goal Setting Meeting.
2. Motion to Approve - The use of "Document Destruction & Recycling Services" for the Destruction of Records as required in the "Record Retention Manual for Iowa Cities".
3. Resolution 1662 – Adopting Goals and Objectives for the City of West Branch, Iowa for 2018-2019.
4. Motion to Approve the Renewal of Liquor License for "Down Under", located at 102 W. Main Street.
5. Motion to Approve the North First Street Improvements – Change Order No. 3 (a credit of \$852.68)
6. Motion to Approve the North First Street Improvements – Pay Estimate No. 2.
7. Motion to Approve the North First Street Improvements – Certificate of Completion
8. Resolution 1663 – Authorizing and Approving a Loan Agreement, Providing for the Issuance of \$4,200,000 General Obligation Corporate Purpose Bonds, Series 2017 and Providing for the Levy of Taxes to Pay the Same.
9. Resolution 1664 – Authorizing internal advance to the Tax Increment Financing Fund.
10. Resolution 1665 – Considering the Issue of Whether Casey's Marketing Company Should be Rebated the Incremental Tax Revenues Pursuant to the Development Agreement.
11. Resolution 1666 – Approving the Submission of the City of West Branch FY 2017 Annual Urban Renewal Report.

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12. Resolution 1667 – Obligor Funds From the Urban Renewal Tax Revenue Fund for the Payment of Tax Increment Financed Obligations in Fiscal Year 2019

13. Approve Claims Report

EXPENDITURES	11/6/2017	
AMAZON		BOOKS & SUPPLIES 291.85
BAKER & TAYLOR INC.		BOOKS 1,027.87
BARNHART'S CUSTOM SERVICES		STUMP REMOVAL & EXAVATION 6,812.50
CEDAR COUNTY ENGINEER		MAINTENANCE SUPPLIES 741.72
CEDAR RAPIDS PHOTO COPY IN		COPIER MAINTENANCE 129.99
CHIEF SUPPLY CORPORATION		SUPPLIES 62.55
CJ COOPER & ASSOCIATES		DRUG TEST 35.00
CROELL, INC.		FLOWABLE MORTAR 433.50
CULLIGAN WATER TECHNOLOGIE		WATER SOFTENER SERVICE 35.20
DAN'S OVERHEAD DOORS & MORE		REPAIR SERVICE 465.29
EDGAR, GORDON		MILEAGE/PARKING 19.84
FEHR GRAHAM		308 PV PARK IMP - DESIGN 3,292.00
HARNEY INDUSTRIES INC		INSTALL CONCRETE @ K & G 2,100.00
HAWKINS INC		CHEMICALS 817.85
HD CLINE COMPANY		EQUIPMENT REPAIR 243.51
HENSON, MICHAEL & BETH		SEWER REFUND 1,025.17
HILL, SHERRY		VIDEO TAPING SERVICES 150.00
HOLLYWOOD GRAPHICS		T SHIRTS 391.60
INTERSTATE POWER SYSTEMS I		REPLACED BLOCK HEATER 670.18
IOWA ONE CALL		UTILITY LOCATION SERVICE 59.40
JESSICA SCHAFFER		TRAVEL EXPENSE 12.00
L. L. PELLING CO. INC		L. L. PELLING CO. INC 4,742.25
LIBERTY COMMUNICATIONS		LIBERTY COMMUNICATIONS 1,309.92
LYNCH'S EXCAVATING INC		ROADSTONE-SHOP 261.97
MISCELLANEOUS VENDOR		FRANK HEATH:BOOK 27.00
MOORE'S WELDING INC		SUPPLIES 78.22
OLSON, KEVIN D		LEGAL SERVICES-NOVEMBER 2017 1,500.00
ORIENTAL TRADING CO. INC.		PROGRAM SUPPLIES 203.07
PORT 'O' JONNY INC.		SERVICE-WAPSI PARK 87.00
QUALITY ENGRAVED SIGNS		SUPPLIES 65.50
QUILL CORP		OFFICE SUPPLIES 39.01
SENSUS USA		SOFTWARE SUPPORT 1,949.94
SHIMMIN, NICK		PROGRAM SUPPLIES 61.00
ST. PAUL STAMP WORKS INC.		ANIMAL TAGS 167.18
STRATEGIC TRAINING INITIAT		HHTD-BALLOON ENTERTAINER 262.50
SUMMIT COMPANIES		FIRE EXTINGUISHER TRAINING 300.00
SUPPLYWORKS		BATHROOM SUPPLIES 299.78
TRANS-IOWA EQUIPMENT INC		REPAIR PARTS 88.75
UPS		SEWER-SHIPPING 21.03
USA BLUE BOOK		SUPPLIES 31.59
VEENSTRA & KIMM INC.		314 N FIRST ST IMP 600.00
VEENSTRA & KIMM INC.		316 SAN SEWER REHAB I & I PH 2 94.42
VEENSTRA & KIMM INC.		316 SAN SEWER REHAB I & I PH 2 RESIDENT REVIEW 71.00
VEENSTRA & KIMM INC.		310 COL ST BRIDGE FINAL DESIGN 4,643.00
VEENSTRA & KIMM INC.		P & Z - MEADOWS PT 2 RES REVIEW 2,290.74
VEENSTRA & KIMM INC.		315 MAIN ST SEWER WATER MAIN 6,195.00
VEENSTRA & KIMM INC.		LOT SITE PLAN REVIEW 747.00
VEENSTRA & KIMM INC.		310 COL ST BRIDGE ROW ACQUISITION 3,592.60
VEENSTRA & KIMM INC.		318 COL ST & 2ND ST IMPROVEMENTS 4,666.00
VERIZON WIRELESS		VERIZON WIRELESS 813.90
WATER SOLUTIONS UNLIMITED		PHOSPHATE 2,515.00
WEST BRANCH COMMUNITY SCHOOL		BUSING-SWIMMING, FIELD TRIPS 2,874.47
TOTAL		59,415.86
PAID BETWEEN MEETINGS		
BWC EXCAVATING LC		315 MAIN ST WATER MAIN IMPROVEMENTS 40,323.44
RIVER PRODUCTS COMPANY		DEPOSIT WETLANDS CREDIT 2,600.00
UPS		SEWER-SHIPPING 21.46
BP AMOCO		VEHICLE FUEL 358.96

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EMERGENCY SERVICES MARKETING	ANNUAL FEE	735.00
GALAXY CLEANING SERVICES	OFFICE CLEANING	1,185.18
MIKE HORIHAN	UNIFORM REPAIR	10.95
OLSON, KEVIN D	LEGAL SERVICES	1,500.00
PORT 'O' JONNY INC	HHTD SERVICE	868.00
US BANK CORPORATE CARD	TRAVEL, TRAINING & SUPPLIES	2,290.59
BROWN'S WEST BRANCH	VEHICLE MAINTENANCE	106.86
DEWEY'S JACK & JILL	MAINTENANCE SUPPLIES	5.79
DODGE ST TIRE & AUTO	SNOW TIRES	544.48
HD CLINE	REPAIRS PARTS	71.34
JEREMY LYNN LLC	INSTALLATION SALT SHED	2,430.00
METROPOLITAN COMPOUNDS INC	CHEMICALS	1,020.70
QC ANALYTICAL SERVICES	LAB ANALYSIS	840.00
TRUGREEN PROCESSING CENTER	LAWN SERVICE LIONS FIELD	376.00
WALMART COMMUNITY/RFCSELLC	DVDS, PROGRAM SUPPLIES	216.50
WEST BRANCH REPAIRS	VEHICLE REPAIR	348.53
FRONTLINE PLUS FIRE & RESCUE INC	SIREN REPAIR	7,984.91
IMWCA	WORK COMP AUDIT ADJUSTMENT	983.00
MEDIACOM	CABLE SERVICE	40.90
PSC DISTRIBUTION	SUPPLIES	275.74
RIVER PRODUCTS COMPANY	WETLANDS CREDIT -BALANCE DUE	23,400.00
UPS	SEWER-SHIPING	21.03
TOTAL		88,559.36
PAYROLL 10/20/2017		53,710.64
PAYROLL 10/20/2017-SICK TIME PAYOUT		974.74
PAYROLL 11/03/2017		42,051.92
GRAND TOTAL EXPENDITURES		244,712.52

FUND TOTALS		
001 GENERAL FUND		66,188.56
022 CIVIC CENTER		505.34
031 LIBRARY		13,582.09
036 TORT LIABILITY		5,989.00
110 ROAD USE TAX		19,907.52
112 TRUST AND AGENCY		16646.11
308 PARK IMP - PEDERSEN VALLEY		29,292.00
310 COLLEGE STREET BRIDGE		8,235.60
314 N FIRST ST IMPROVEMENTS		600.00
315 MAIN ST WATER MAIN IMPROVEMENTS		46,518.44
316 I & I LINE/GROUT PH 2		165.42
318 COLLEGE ST & 2ND ST IMPROVEMENTS		4,666.00
600 WATER FUND		13,715.20
610 SEWER FUND		18,701.24
GRAND TOTAL		244,712.52

The mayor asked for a motion to approve items 1 through 7 and item 13 on the Consent Agenda. Motion by Stevenson, second by Shields to approve agenda/consent agenda items 1 through 7 and item 13. AYES: Stevenson, Shields, Ellyson. NAYS: None. ABSENT: Miller, Pierce. Motion carried.

Item 8. Resolution 1663 – Authorizing and Approving a Loan Agreement, Providing for the Issuance of \$4,200,000 General Obligation Corporate Purpose Bonds, Series 2017 and Providing for the Levy of Taxes to Pay the Same.

Motion by Stevenson, second by Ellyson to approve agenda/consent agenda item 8. AYES: Stevenson, Ellyson, Shields. NAYS: None. ABSENT: Miller, Pierce. Motion carried.

Item 9. Resolution 1664 – Authorizing internal advance to the Tax Increment Financing Fund.

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Motion by Stevenson, second by Ellyson to approve agenda/consent agenda item 9. AYES: Stevenson, Ellyson, Shields, Pierce. NAYS: None. ABSENT: Miller. Motion carried.

Item 10. Resolution 1665 – Considering the Issue of Whether Casey’s Marketing Company Should be Rebated the Incremental Tax Revenues Pursuant to the Development Agreement.

Motion by Shields, second by Pierce to approve agenda/consent agenda item 10. AYES: Shields, Pierce, Stevenson, Ellyson. NAYS: None. ABSENT: Miller. Motion carried.

Item 11. Resolution 1666 – Approving the Submission of the City of West Branch FY 2017 Annual Urban Renewal Report.

Motion by Stevenson, second by Ellyson to approve agenda/consent agenda item 11. AYES: Stevenson, Ellyson, Pierce, Shields. NAYS: None. ABSENT: Miller. Motion carried.

Item 12. Resolution 1667 – Obligating Funds From the Urban Renewal Tax Revenue Fund for the Payment of Tax Increment Financed Obligations in Fiscal Year 2019.

Motion by Shields, second by Stevenson to approve agenda/consent agenda item 12. AYES: Shields, Stevenson, Pierce, Ellyson,. NAYS: None. ABSENT: Miller. Motion carried.

PUBLIC HEARING/NON-CONSENT AGENDA

Ordinance 747 – (Second Reading) Amending Chapter 165, entitled Zoning Regulations. /Move to action.

Motion by Ellyson, second by Stevenson to approve second reading of Ordinance 747. AYES: Ellyson, Stevenson, Pierce, Shields. NAYS: None. ABSENT: Miller. Motion carried.

Ordinance 748 – (First Reading) Amending the Animal Protection and Control (chapter 55) of the City of West Branch to Allow the Keeping of Urban Chickens. /Move to action.

Motion by Stevenson, second by Ellyson to approve first reading of Ordinance 748. Councilperson Shields expressed concern that allowing people to have chickens in the city would invite other critters such as foxes and coyotes into the community and would present risks to pets. Dr. Beyer, Chairman of the Animal Control Commission, reported that they had contacted several cities and found that the cities had not experienced any problems related to keeping chickens in town. AYES: Stevenson, Ellyson, Shields. NAYS: Pierce. ABSENT: Miller. Motion carried.

CITY STAFF REPORTS

Jones announced that there are several openings on city boards and commissions due to resignations and expiration of terms. The city is seeking volunteers to make up a list of people who will be available for appointment to fill these vacancies.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Councilperson Shields asked if the Planning and Zoning Commission could review the requirement for 33 feet wide streets in new development areas of the city.

ADJOURNMENT

Motion to adjourn regular meeting by Shields, second by Pierce. Motion carried on a voice vote. City Council meeting adjourned at 6:26 p.m.

Roger Laughlin, Mayor

ATTEST: _____
Gordon R. Edgar, Deputy City Clerk

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	December 4, 2017
AGENDA ITEM:	Resolution 1668 – A Resolution to Welcome the Des Moines Register’s Annual Great Bicycle Ride Across Iowa (RAGBRAI) to Cedar County in 2018.
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Roger Laughlin, Mayor
DATE:	November 29, 2017

BACKGROUND:

To support RAGBRAI and cyclists in general. This event is a unique event that draws thousands of visitors to Iowa annually and promotes Iowa tourism. This is also a high profile event that will give the City of West Branch exposure and tourism.

STAFF RECOMMENDATION:	Approve Resolution - Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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RESOLUTION 1668

A RESOLUTION TO WELCOME THE DES MOINES REGISTER'S ANNUAL GREAT BIKE RIDE ACROSS IOWA (RAGBRAI) TO CEDAR COUNTY IN 2018.

WHEREAS, Cedar County is fortunately well positioned to host RAGBRAI XLVI providing our citizens the opportunity to take part in this world class, world renowned event; and the chance to showcase our communities and impress our Iowa values upon thousands of visitors from all walks of life, and

WHEREAS, RAGBRAI provides a significant economic boost to both for-profit businesses and non-profit organizations in its overnight and pass-through communities, and

WHEREAS, RAGBRAI fosters a great sense of community pride as residents rally in preparation for the event and work together to put a collective best foot forward as the riders roll into town, and

WHEREAS, biking in general is an excellent form of exercise enjoyed by millions of Americans, as well as a pollution-free form of transportation that should be encouraged; and RAGBRAI promotes bicycle culture and can introduce our residents to the many health, economic and environmental benefits of cycling.

WHEREAS, the City of West Branch is anticipated to be on the route of the next RAGBRAI, and will gain exposure for local trails, businesses, and community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Cedar County, Iowa, pledges our full support in bringing RAGBRAI back to Cedar County, and our wonderful Iowa communities in 2018. In addition, authorizes the use of municipal support service resources as a partner with this event as it travels through our municipal borders.

Passed and approved this 4th day of December, 2017.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, Deputy City Clerk

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	December 4, 2017
AGENDA ITEM:	Motion to Approve the Liquor License for “Herb N’ Lou’s”, located at 105 North Downey St, West Branch, Iowa.
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Leslie Brick, Deputy City Clerk
DATE:	November 29, 2017

BACKGROUND:

Approve Class C Liquor License (LC) (Commercial) with Sunday Sales privileges for Herb n’ Lou’s the Down Under, located at 105 North Downey Street, West Branch, Iowa.

STAFF RECOMMENDATION:	Seek Council Approval – Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	December 4, 2017
AGENDA ITEM:	Resolution 1670 – A Resolution Approving Snow Removal on Parkside Drive, Second Street and Cedar Street for the United States Department of the Interior, National Park Service, Herbert Hoover National Historic Site.
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Matt Goodale, Public Works Director
DATE:	November 29, 2017

BACKGROUND:

The National Park Service (NPS) owns several lengths of street in town that the City routinely plow during snow events. These include portions of Park Side Drive, Cedar Street, South 1st Street and South 2nd Street. The City and the NPS partner on this to cooperatively provide safe clean driving surfaces in the winter months completed as efficiently as possible. Since City crews are already driving over these streets to access other areas of town it makes sense that we would plow these as well. A similar snow plow agreement has been in place for at least as long as I have worked for the City and seems to have worked out well for both parties in the past.

STAFF RECOMMENDATION:	Approve the Resolution - Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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RESOLUTION 1670

RESOLUTION APPROVING SNOW REMOVAL SERVICES ON PARKSIDE DRIVE, SECOND STREET AND CEDAR STREET FOR THE UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE, HERBERT HOOVER NATIONAL HISTORIC SITE.

WHEREAS, it is in the best interest of the City of West Branch and the United States Department of the Interior, National Park Service, Herbert Hoover National Historic Site (NPS) to coordinate snow removal; and

WHEREAS, the City Council finds it in the best interest of the residents of the City of West Branch to provide for snow removal services on Parkside Drive, Second Street and Cedar Street during winter weather; and

WHEREAS, the City of West Branch would provide snow removal services to NPS from December 4, 2017 until November 11, 2020; and

WHEREAS, the National Park Service will pay the City of West Branch \$6,000.00 a year for the next three years. An annual payment is expected by June 1, each preceding year, starting in 2018 for the provision of snow removal services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the provision of the aforementioned snow removal services are hereby approved. Furthermore, the Mayor is directed to execute the services on behalf of the City,

Passed and approved this 4th day of December, 2017.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, Deputy City Clerk

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Former Contract – Place Holder

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFD <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE OF PAGES 1 31	
1. REQUEST NO. P16PS00075		2. DATE ISSUED 11/03/2015	3. REQUISITION/PURCHASE REQUEST NO.		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1
5a. ISSUED BY NPS, MWR - MWRO MABO 601 Riverfront Drive Omaha NE 68102			6. DELIVERY BY (Date) 06/01/2016		
5b. FOR INFORMATION CALL: (No collect calls)			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
8. TO:			9. DESTINATION		
a. NAME JAMES BISSAILLON			a. NAME OF CONSIGNEE NPS, MWR, Herbert Hoover NHS		
b. COMPANY			b. STREET ADDRESS 110 Parkside Drive P.O. Box 607		
c. STREET ADDRESS			c. CITY West Branch		
d. CITY		e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
11/17/2015 1600 CT		IA	52358	IA	52358
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quote. Any representations and/or certifications attached to this Request for Quotations must be completed by the quote.		

11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
00010	HEHO FY16 SNOW REMOVAL Period of Performance: 11/30/2015 to 06/01/2016 Snow Removal in accordance with the Scope of Work and Wage Determination No 2005-2203 Rev 18 Delivery: 06/01/2016	1	job	\$6,000.00	\$6,000.00

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached		13. NAME AND ADDRESS OF QUOTER		14. SIGNATURE OF PERSON AUTHORIZED TO QUOTE		15. DATE OF QUOTATION	
a. NAME OF QUOTER City of West Branch, Iowa		b. STREET ADDRESS 110 N. Poplar Street		c. COUNTY Cedar		d. CITY West Branch	
e. STATE IA		f. ZIP CODE 52358		g. TITLE (Type or print) Mayor		h. TELEPHONE AREA CODE 319 NUMBER 643-5888	



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	December 4, 2017
AGENDA ITEM:	Motion to Approve the City of West Branch Parks and Recreation Phase 1 Improvements – Certificate of Completion.
CITY GOAL:	Promote Quality of Life Including Public Safety, Community Pride Events, Strong Citizen Involvement, Parks and Recreation Opportunities and Investment.
PREPARED BY:	Brian Boelk, HBK Engineering
DATE:	November 29, 2017

BACKGROUND:

As defined in the West Branch Parks and Recreation Comprehensive Plan, Phase 1 Improvements were designed for Lion’s Field and Wapsi Park. Such improvements included the addition of a new restroom and ADA sidewalk connection at Lion’s Field, as well as a new playground, sidewalk, and parking lot at Wapsi Park.

This project has been completed in full by the Contractor, All American, Inc. earlier this summer. All punch list items have been completed and site fully restored and stabilized per plans and specifications.

STAFF RECOMMENDATION:	Seek Approval from the City Council on this topic
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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November 29, 2017

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

RE: **West Branch Parks and Recreation Phase 1 Improvements**
HBK Project No.: 140707 – Recommendation of Final Acceptance

Dear Mayor:

HBK Engineering, LLC (HBK) is providing this letter in regards to the completion of the West Branch Parks and Recreation Phase 1 Improvements Project under the contract as performed by All American Concrete, Inc. Per the bid document plans and specifications, subsequent on-site inspection, and completion of punchlist items, HBK recommends acceptance of the project as *Fully Complete*.

The final amount of the contract is \$260,308.69 based on all work completed. All American Concrete, Inc. and their subcontractors have wrapped up all operations and have mobilized off-site.

Please notify me immediately if you require any additional information or assistance.

HBK Engineering, LLC

By: Bruce Sollitt

Title: Project Engineer

Date: November 29, 2017

Accepted: City of West Branch

By: _____

Title: _____

Date: _____



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	December 4, 2017
AGENDA ITEM:	Motion to Approve the Sanitary Sewer Rehabilitation Phase 2 Pay Estimate No. 3.
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Veenstra & Kimm, Inc.
DATE:	November 29, 2017

BACKGROUND:

This pay request is to release the retainage under the contract with Visu-Sewer for Phase 2 of the Sanitary Sewer Rehabilitation project.

STAFF RECOMMENDATION:	Approve the Motion / Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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VEENSTRA & KIMM, INC.

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

November 28, 2017

Redmond Jones
City Administrator
City of West Branch
110 Poplar Street
P.O. Box 218
West Branch, IA 52358

WEST BRANCH, IOWA
SANITARY SEWER REHABILITATION – PHASE 2
PARTIAL PAY ESTIMATE NO. 3(final)

Enclosed is one copy of Partial Payment Estimate No. 3(final) for the retainage under the contract between the City of West Branch and Visu-Sewer, Inc.

We have reviewed the estimate and recommend payment to Visu-Sewer, Inc. in the amount of \$6,209.10.

By separate cover we have forwarded three copies of Partial Payment Estimate No. 3(final) to Visu-Sewer, Inc. for signature and return to the City of West Branch.

Please sign all copies of the partial payment estimates forwarded to you by Visu-Sewer, Inc. in the spaces provided and return one signed copy to our office and one copy Visu-Sewer, Inc. with payment.

Should you have any questions or comments concerning the enclosed information, please contact us at 319-466-1000.

VEENSTRA & KIMM, INC.

Dave Schechinger
DRS:mmc
368225
Enclosure

West Des Moines, IA • Coralville, IA • Mason City, IA • Sioux City, IA • Rock Island, IL • Springfield, IL • Liberty, MO

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VEENSTRA & KIMM, INC.

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

November 28, 2017

PAY ESTIMATE NO. 3 (final)
SANITARY SEWER REHABILITATION - PHASE 2
WEST BRANCH, IOWA

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

Contract Amount \$136,370.50
Contract Date February 6, 2017
Pay Period Retainage

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Mobilization	LS	XXXXX	XXXXX	\$ 3,250.00	100%	\$ 3,250.00
1.2	Traffic Control	LS	XXXXX	XXXXX	\$ 100.00	100%	\$ 100.00
1.3	Sanitary Sewer 8" Cleaning	LF	5,575	\$ 1.00	\$ 5,575.00	5,596	\$ 5,596.00
1.4	Sanitary Sewer 8" Televising	LF	10,462	\$ 0.50	\$ 5,231.00	10,481	\$ 5,240.50
1.5	Cured-in-Place Lined Sewer 8"	LF	4,887	\$ 19.50	\$ 95,296.50	4,830	\$ 94,185.00
1.6	CIPP Service Reinstatement	LF	79	\$ 25.00	\$ 1,975.00	58	\$ 1,450.00
1.7	Sewer Service Grouting	Ea.	79	\$ 290.00	\$ 22,910.00	42	\$ 12,180.00
1.8	Protruding Services	Ea.	9	\$ 100.00	\$ 900.00	11	\$ 1,100.00
1.9	Pipe Reaming	LF	1,244	\$ 0.50	\$ 622.00	1,126	\$ 563.00
1.10	Root Sawing	LF	1,022	\$ 0.50	\$ 511.00	1,035	\$ 517.50
Contract Price:					\$ 136,370.50		\$ 124,182.00

SUMMARY			
		Total Approved	Total Completed
Contract Price		\$ 136,370.50	\$ 124,182.00
Approved Change Order (list each)			
Revised Contract Price		\$ 136,370.50	\$ 124,182.00
		Stored	
		Total Earned	\$ 124,182.00
		Retainage (5%)	
		Total Earned Less Retainage	\$ 124,182.00
Total Previously Approved (list each)		Pay Estimate No. 1	\$ 105,930.23
		Pay Estimate No. 2	\$ 12,042.67

Total Previously Approved \$ 117,972.90
Amount Due This Request \$ 6,209.10

Percent Complete 100%

The amount \$6,209.10 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
Visu-Sewer, Inc.

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
West Branch, Iowa

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

Signature: 
Name: Dave Schechinger
Title: Engineer
Date: November 28, 2017

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

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	December 4, 2017
AGENDA ITEM:	Resolution 1669 – A Resolution to Increase the Depository Limit at Community State Bank, A Depository of the City of West Branch.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Gordon Edger, Financial Officer
DATE:	November 29, 2017

BACKGROUND:

The current depository limit for the City at Community State Bank is \$3,000,000. The receipt of the \$4,200,000 proceeds from our bond issuance expected to close December 5th. At which time, if not addressed the proceeds will move the City above that limit. Increasing the limit to \$7,000,000 should allow the City to remain within the limits established by the Council.

STAFF RECOMMENDATION:	Approve Resolution / Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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RESOLUTION 1669

A RESOLUTION TO INCREASE THE DEPOSITORY LIMIT AT COMMUNITY STATE BANK, A DEPOSITORY OF THE CITY OF WEST BRANCH

WHEREAS, the current depository limit for the City of West Branch is \$3,000,000 with the Bank known as Community State Bank; and

WHEREAS, the receipt of the \$4,200,000 proceeds from our December 5 bond issuance will move the City above that limit;

NOW, THEREFORE, IT IS RESOLVED the City Council of the City of West Branch, Cedar County, Iowa; hereby increase the depository limit at Community State Bank, a depository of the City of West Branch funds, to an amount not to exceed in the aggregate the amounts named for said bank.

**Community State Bank, West Branch, Iowa
7,000,000.00**

Passed and approved this 20th day of November, 2017.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: December 4, 2017

AGENDA ITEM: Motion to Approve the Claims Report and Accept Recently Approved Bond Closing Letter.

CITY GOAL: Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.

PREPARED BY: Gordon Edger, Finance Officer

DATE: November 29, 2017

BACKGROUND:

These are routine expenditure that include such items as payroll, budget expenditures, and other financial items that relate to council approved items and/or other day to day operational disclosures.

STAFF RECOMMENDATION: Accept Animal Control Recommendation

REVIEWED BY CITY ADMINISTRATOR:
--

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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EXPENDITURES

12/4/2017

AERO RENTAL INC	LIFT RENTAL	847.00
CEDAR COUNTY AUDITOR	ELECTION SERVICES	1,400.58
CJ COOPER & ASSOCIATES	ANNUAL ADMIN FEE	65.00
CROELL, INC.	CONCRETE-SALT SHED	1,222.25
F&B COMMUNICATIONS INC	WEB HOSTING 11-17 TO 06-18	239.60
HARRY'S CUSTOM TROPHIES LT	PARTICIPATION MEDALS	180.00
JOHN DEERE FINANCIAL	SUPPLIES	243.87
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,344.34
MEDIACOM	CABLE SERVICE	40.90
OLSON, KEVIN D	LEGAL FEES	1,500.00
PORT 'O' JONNY INC.	SERVICE-WAPSI PARK	89.90
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	769.00
SPAHN & ROSE LUMBER CO.	SUPPLIES	38.78
USA BLUE BOOK	SUPPLIES	363.61
VEENSTRA & KIMM INC.	314 N FIRST ST IMP	7,110.09
WEST BRANCH COMMUNITY SCHO	PICNIC TABLES	750.00

TOTAL 16,204.92

PAID BETWEEN MEETINGS

BWC EXCAVATING LC	315 MAIN ST WATER MAIN IMPROVEMENTS	81,495.10
EASTERN IOWA EXCAVATING & CONCRETE	314 N FIRST ST IMPROVEMENTS	166,649.41
US BANK CORPORATE CARD	XMAS LIGHTS, TRAVEL EXP, SOFTWARE	3,253.90
ALL AMERICAN CONCRETE INC	309 PH 1 PARK IMPROVEMENTS	13,895.65
COMMUNITY STATE BANK	INTEREST	8,043.75
REDMOND JONES II	TRAVEL EXPENSE	173.06
VERIZON WIRELESS	MOBILE PHONE SERVICE	833.90

TOTAL 274,344.77

PAYROLL 12-01-17 40,845.55

TOTAL EXPENDITURES 331,395.24

FUND TOTALS

001 GENERAL FUND	26,471.87
022 CIVIC CENTER	43.29
031 LIBRARY	7,258.17
036 TORT LIABILITY	4,385.28
110 ROAD USE TAX	5,159.62
226 GO DEBT SERVICE	8,043.75
309 PH 1 PARK IMPROVEMENTS	13,895.65
310 COLLEGE STREET BRIDGE	1,796.30
314 N FIRST ST IMPROVEMENTS	167,049.41
315 MAIN ST WATER MAIN IMPROVEMENTS	84,323.70
316 I & I LINE/GROUT PH 2	284.00
318 COLLEGE ST & 2ND ST IMPROVEMENTS	1,328.00
600 WATER FUND	5,669.66
610 SEWER FUND	5,686.54

GRAND TOTAL 331,395.24

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	256.76
			TOTAL:	256.76
FIRE OPERATION	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	101.07
			TELEPHONE SERVICE	44.39
			TOTAL:	145.46
PARK & RECREATION	GENERAL FUND	HARRY'S CUSTOM TROPHIES LTD	PARTICIPATION MEDALS	180.00
		WEST BRANCH COMMUNITY SCHOOLS	PICNIC TABLES	750.00
		PORT 'O' JOHNNY INC.	SERVICES-MAPSI PARK	89.90
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	155.17
			TOTAL:	1,175.07
CLERK & TREASURER	GENERAL FUND	CEDAR COUNTY AUDITOR	ELECTION SERVICES	1,400.58
		F&B COMMUNICATIONS INC	WEB HOSTING 11-17 TO 06-18	239.60
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	332.30
		CJ COOPER & ASSOCIATES	ANNUAL ADMIN FEE	65.00
			TOTAL:	2,037.48
LEGAL SERVICES	GENERAL FUND	OLSON, KEVIN D	LEGAL FESS	1,500.00
			TOTAL:	1,500.00
LOCAL CABLE ACCESS	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	67.04
		MEDIACOM	CABLE SERVICE	40.90
			TOTAL:	107.94
COMMISSION	GENERAL FUND	VEENSTRA & KIMM INC.	P & Z MEADOWS PT 2 RES REV	473.19
			TOTAL:	473.19
TOWN HALL	CIVIC CENTER	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	43.29
			TOTAL:	43.29
LIBRARY	LIBRARY	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	188.47
			TOTAL:	188.47
ROADS & STREETS	ROAD USE TAX	AERO RENTAL INC	LIFT RENTAL	847.00
		SPAWN & ROSE LUMBER CO.	SUPPLIES	38.78
		JOHN DEERE FINANCIAL	SUPPLISS	243.87
		CROCELL, INC.	CONCRETE-SALT SHED	1,052.25
		LIBERTY COMMUNICATIONS	CONCRETE-SALT SHED	170.00
			TELEPHONE SERVICE	51.95
			TOTAL:	2,403.85
INVALID DEPARTMENT	COLLEGE STREET BRI VEENSTRA & KIMM INC.		310 COL ST BRIDGE ROW ACQI	1,796.30
			TOTAL:	1,796.30
INVALID DEPARTMENT	N FIRST ST IMPSOV VEENSTRA & KIMM INC.		314 N FIRST ST IMP	400.00
			TOTAL:	400.00
INVALID DEPARTMENT	MAIN ST WATER MAIN VEENSTRA & KIMM INC.		315 MAIN ST WATER MAIN IMP	2,828.60
			TOTAL:	2,828.60
INVALID DEPARTMENT	I & I LINE/GROUT P VEENSTRA & KIMM INC.		316 SAN SEWER REHAB	284.00
			TOTAL:	284.00
INVALID DEPARTMENT	COLLEGE ST & 2ND S VEENSTRA & KIMM INC.		318 COL ST & 2ND ST IMP EA	1,328.00

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
WATER OPERATING	WATER FUND	LIBERTY COMMUNICATIONS USA BLUE BOOK	TELEPHONE SERVICE SUPPLIES	51.95 363.61
TOTAL:				1,326.00
SEWER OPERATING	SEWER FUND	OC ANALYTICAL SERVICES LLC LIBERTY COMMUNICATIONS	LAB ANALYSTS TELEPHONE SERVICE	769.00 51.95
TOTAL:				820.95

FUND TOTALS	AMOUNT
001 GENERAL FUND	5,695.90
022 CIVIC CENTER	43.29
031 LIBRARY	188.47
110 ROAD USE TAX	2,403.85
310 COLLEGE STREET BRIDGE	1,796.30
314 N FIRST ST IMPROVEMENTS	400.00
315 MAIN ST WATER MAIN IMPROV	2,828.60
316 I & I LINE/GROUT PH 2	284.00
318 COLLEGE ST & 2ND ST IMPRO	1,328.00
600 WATER FUND	415.56
610 SEWER FUND	820.95
GRAND TOTAL:	16,204.92

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ESTABLISHED 1954

KEVIN McCANNNA <i>Chairman</i>	DANIEL FORBES <i>President</i>	DAVID PHILLIPS <i>Executive VP</i>	RAPHALIATA McKENZIE <i>Senior VP</i>	MAGGIE BURGER <i>Senior VP</i>	ANTHONY MICELI <i>Senior VP</i>	LARRY BURGER <i>Vice President</i>	MARK JERETINA <i>Vice President</i>
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November 28, 2017

Mr. Gordon Edgar, Finance Officer
CITY OF WEST BRANCH
110 N. Poplar Street
PO Box 218
West Branch, IA 52358

RE: City of West Branch, Iowa
\$4,200,000 General Obligation Corporate Purpose Bonds, Series 2017

Dear Gordon:

Arrangements have been completed for the closing of the above referenced Bonds issued to the purchaser, **Bankers' Bank, Madison, Wisconsin** on **Tuesday, December 5, 2017**, at 10:00 a.m., via telephone.

The amount due on December 5, 2017 is as follows:

Principal	\$4,200,000.00
Plus: Reoffering Premium	76,126.65
Less: Underwriter's Discount	<u>(33,600.00)</u>
Total Due	\$4,242,526.65

Payment of the Bond proceeds will be made in full to the City, which can be invested the morning of the closing.

Wire instructions for this payment are as follows:

Receiving Bank:Bankers' Bank, Madison, Wisconsin
ABA Routing Number:075912479
Beneficiary Bank:Community State Bank, Tipton, Iowa
Account Number:073908317
For Final Credit To:City of West Branch
Account Number:3014586
Bank Contact:Ed Larew
Bank Telephone:319-643-3155



Mr. Gordon Edgar, Finance Officer
November 28, 2017
Page 2

A member of our firm will monitor the closing to assist in any manner needed. John Danos, Esq., Bond Counsel of Dorsey & Whitney LLP, Des Moines, Iowa, will deliver his opinion upon receipt of all required legal documentation and confirmation of payment by the purchaser for the Bonds. A copy of the Final Debt Service Schedule is attached for your reference.

If you have any questions regarding the details of the closing, please contact Maggie Burger or myself at 319-291-2077.

Sincerely,

SPEER FINANCIAL, INC.

A handwritten signature in blue ink that reads 'Charlotte Nielsen'. The signature is written in a cursive, flowing style.

Charlotte Nielsen
Financial Analyst

Enclosure

Copy by Email:

Sam Devine, Bankers' Bank
Garrett G. Marr, Bankers' Bank
Charles Meixelsperger, Bankers' Bank
Steven Schnering, Bankers' Bank
John Danos, Esq., Dorsey & Whitney LLP
Diana Van Vleet, Bankers Trust Company

City of West Branch, Iowa

\$4,200,000 General Obligation Corporate Purpose Bonds, Series 2017

*** FINAL ***

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/05/2017	-	-	-	-	-
06/01/2018	160,000.00	2.000%	51,075.44	211,075.44	211,075.44
12/01/2018	-	-	50,636.25	50,636.25	-
06/01/2019	340,000.00	2.000%	50,636.25	390,636.25	441,272.50
12/01/2019	-	-	47,236.25	47,236.25	-
06/01/2020	340,000.00	2.000%	47,236.25	387,236.25	434,472.50
12/01/2020	-	-	43,836.25	43,836.25	-
06/01/2021	350,000.00	2.000%	43,836.25	393,836.25	437,672.50
12/01/2021	-	-	40,336.25	40,336.25	-
06/01/2022	365,000.00	2.000%	40,336.25	405,336.25	445,672.50
12/01/2022	-	-	36,686.25	36,686.25	-
06/01/2023	375,000.00	2.000%	36,686.25	411,686.25	448,372.50
12/01/2023	-	-	32,936.25	32,936.25	-
06/01/2024	400,000.00	2.500%	32,936.25	432,936.25	465,872.50
12/01/2024	-	-	27,936.25	27,936.25	-
06/01/2025	405,000.00	2.500%	27,936.25	432,936.25	460,872.50
12/01/2025	-	-	22,873.75	22,873.75	-
06/01/2026	220,000.00	2.750%	22,873.75	242,873.75	265,747.50
12/01/2026	-	-	19,848.75	19,848.75	-
06/01/2027	225,000.00	3.000%	19,848.75	244,848.75	264,697.50
12/01/2027	-	-	16,473.75	16,473.75	-
06/01/2028	235,000.00	3.000%	16,473.75	251,473.75	267,947.50
12/01/2028	-	-	12,948.75	12,948.75	-
06/01/2029	240,000.00	3.100%	12,948.75	252,948.75	265,897.50
12/01/2029	-	-	9,228.75	9,228.75	-
06/01/2030	175,000.00	3.250%	9,228.75	184,228.75	193,457.50
12/01/2030	-	-	6,385.00	6,385.00	-
06/01/2031	180,000.00	3.400%	6,385.00	186,385.00	192,770.00
12/01/2031	-	-	3,325.00	3,325.00	-
06/01/2032	190,000.00	3.500%	3,325.00	193,325.00	196,650.00
Total	\$4,200,000.00	-	\$792,450.44	\$4,992,450.44	-

Yield Statistics

Bond Year Dollars	\$28,568.33
Average Life	6.802 Years
Average Coupon	2.7738770%
Net Interest Cost (NIC)	2.6250176%
True Interest Cost (TIC)	2.5836233%
Bond Yield for Arbitrage Purposes	2.2935669%
All Inclusive Cost (AIC)	2.7073593%

IRS Form 8038

Net Interest Cost	2.4507304%
Weighted Average Maturity	6.835 Years

17 West Branch 4.2 GO CP | SINGLE PURPOSE | 11/28/2017 | 9:59 AM



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	December 4, 2017
AGENDA ITEM:	Ordinance 748 – (Second Reading) Amending the Zoning Code of the City of West Branch to Allow the Keeping of Urban Chickens.
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Kevin Olson, City Attorney
DATE:	November 29, 2017

BACKGROUND:

This is an item that arrived to the agenda from a grass root beginning. What started a year ago as a 4th grade class project; is now proposed to the City Council for a policy direction. Presented to the City Council approximately a year ago, the policy advocates were directed to work with the Animal Control Commission to develop a policy which then would be presented to the City Council.

STAFF RECOMMENDATION:	Feedback / Seek Direction for Second Reading
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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ORDINANCE 748

AN ORDINANCE AMENDING THE ZONING CODE OF THE CITY OF WEST BRANCH TO ALLOW THE KEEPING OF URBAN CHICKENS.

WHEREAS, the Animal Control Commission of the City of West Branch, Iowa, has heretofore recommended it necessary to make certain amendments to the City Code of allow chickens within the corporate limits of the City of West Branch; and

WHEREAS, said Commission has recommended approval of the following ordinance.

NOW, THEREFORE, BE IT ORDAINED:

1. **Amendment.** Section 55.09 of the Code of Ordinances is hereby amended to add the following phrase at the end of said section, except as allowed under Section 55.09A.
2. **Amendment.** The Code of Ordinances is hereby amended to add Section 55.09A, which reads as follows:

“55.09A. URBAN CHICKENS. The keeping of domestic chickens shall be permitted in an R-1 Single Family District or an R-2 Two Family District, so long as said Urban Chickens are kept in strict compliance with this Section 55.09A.

1. *Permit Required. No person shall raise, harbor or keep chickens within the City without a valid permit in accordance with this section.*
2. *Application for Permit. In order to obtain a permit, the applicant shall complete the following:*
 - a. *Submit an application form to the City;*
 - b. *Pay all permit fees as set by Resolution of the City Council.*
 - c. *Submit proof of completion by the applicant of an approved class that discussed raising chickens in an urban setting.*
 - d. *The applicant shall provide proof to the City that the applicant has submitted an application for the raising of Urban Chickens to all adjacent landowners and occupants.*
 - e. *Submit a sketch drawing to the City showing the location and placement of the chicken coops, fowl house and/or pens, and provide the City with a narrative description of how the applicant will comply with the rules and regulations of this Section.*
 - f. *List the number of chickens that are proposed to be kept on the premises.*

3. *Review and Issuance of Permit.* After receipt of the completed permit application and the passage of thirty (30) days following the notification to the adjacent property owners described in subparagraph (2)(d) above, the City shall review the application, and if the City determines that the application is complete and complies with the rule of this Section, shall issue the Permit. No chickens shall be brought to the premises until such time as the City has reviewed the premises to ensure compliance with subparagraph (2)(e) above. The permit is hereby revoked once a permittee no longer resides at the permitted residence.
4. *Issuance of Bands.* The City shall issue each permitted chicken a band that the permittee shall attach to each chicken's leg to ensure compliance with this Section.
5. *Right of Entry.* By issuing the permit, the applicant expressly agrees that a representative of the City may enter upon the premises to inspect the premises and investigate any complaints against the applicant.
6. *Validity of Permit.* Any permit issued under this Section shall be valid through December 31st of the year the permit is issued. Prior to the end of each calendar year, the applicant shall submit an application for renewal of its permit for another calendar year.
7. *Denial or Revocation of Permit/Appeal.* The City may, upon written notice to the applicant or permittee, deny the application for a permit or revoke an already issued permit. Said denial or revocation shall be made in writing and specify the grounds for denial or revocation. The applicant or permittee can appeal the denial or revocation of a permit to the Animal Control Commission by filing notice of appeal with the City Clerk within five (5) days from the date of denial or revocation. Upon hearing the appeal, the decision of the Animal Control Commission shall be final. Any further appeal must be taken to the Iowa District Court.
8. *Effect of Revocation.* The permittee shall remove all chickens and equipment associated with raising the chickens from the premises within ten (10) days after the permit has been revoked. An appeal as outlined in paragraph (6) stays the revocation until a final decision has been made. A person who has their permit revoked may not apply for another permit for at least one year from the date of revocation of the permit.
9. *Minimum rules and regulations.* No person shall be permitted to keep, harbor or raise Urban Chickens unless the following minimum rules and regulations are met.
 - a. No person shall keep, harbor or raise more than five chickens on any contiguous parcels of land.
 - b. No roosters are permitted under this Section.

- c. *All chickens must be kept within an enclosed or fenced area at all times.*
- d. *Chickens shall be secured within a henhouse or chicken tractor during non-daylight hours.*
- e. *The coop, fowl house or the fenced pen area shall comply with the following guidelines:*
 - (i) *Shall be located in a rear yard of the premises;*
 - (ii) *Shall be of a design to be reasonably expected to prevent entry by dogs, cats or other animals;*
 - (iii) *Except for the fenced pen area, shall be totally enclosed;*
 - (iv) *Shall be located at least twelve (12) feet from any property line;*
 - (v) *Shall not exceed eight (8) feet in height;*
 - (vi) *The materials used to construct the coop or fowl house shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles and any windows/openings are constructed using the same materials;*
 - (vii) *Fencing materials must meet the requirements of the Zoning Code;*
 - (viii) *The coop, fowl house or the fenced pen area shall contain at least four (4) square feet of area for each chicken, but not contain more than twelve (12) square feet of area for each chicken.*
 - (ix) *All coops, fowl houses or the fenced pen areas shall be kept in a clean, dry, odor-free, and sanitary condition at all times. All droppings shall either be used as fertilizer or placed in a fly-proof container for proper disposal.*
- f. *All chicken feed shall be stored in rodent-proof containers.*

10. *Violation shall be deemed a nuisance. Any person who keeps, harbors or raises chickens within the City who is doing so in strict compliance with this Section shall be deemed keeping a nuisance on the premises. This section is not intended to limit the City's remedies under this Section to a nuisance, but the City may take any and all lawful actions to enforce the terms of this Section.*

11. *No Liability. The City shall not be liable for injury or death to any chickens caused by dogs, cats or other animals, domestic or wild, whether such animals are licensed by the City or not. In addition, for purposes of this chapter, the death of any chicken located in the City shall not, by itself, be sufficient grounds to determine that said animal is vicious.*

12. *Disposal. All feces and any dead chickens shall be disposed by the permittee in accordance with applicable law.*

13. *Prohibited Acts. It shall be unlawful for any person to commit the following acts within the City:*

- a. *Keep, harbor or raise chickens in violation of this Section;*

- b. Keep or harbor chickens inside any dwelling unit.*
- c. Slaughter chickens; or*
- d. Keep, harbor or raise chickens on a vacant or uninhabited tract of land.”*

14. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

15. Adjudication. 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 the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

16. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

First reading: November 20, 2017
Second reading: December 4, 2017
Third Reading: December 18, 2017

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	November 20, 2017
AGENDA ITEM:	Ordinance 747 – (Third Reading) Amending Chapter 165, entitled “Zoning Regulations”.
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Leslie Brick, Deputy City Clerk
DATE:	October 30, 2017

BACKGROUND:

There were three issues that have come to the attention of the City with recent development demands. The following

- Water line (update code to reflect zero lot line structures)
- Front Yard Setback Requirements (25feet) allow for existing non-conforming structure (older neighborhoods)
- Address Downtown (non-conforming) issues

Planning & Zoning Commission approved and recommends adding the proposed language in Ordinance 747 to Chapter 165.11(2), 165.27(3), 165.28(3), 165.29(3), and 165.35(2). Amending the chapter to include requirements for zero lot line dwellings and amending rear yard requirements in the Central Business District (CB-1).

STAFF RECOMMENDATION:	Provide Feedback / Approve Third Reading
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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ORDINANCE 747

AN ORDINANCE AMENDING THE ZONING CODE OF THE CITY OF WEST BRANCH.

WHEREAS, the Planning and Zoning Commission of the City of West Branch, Iowa, has heretofore recommended it necessary to make certain amendments to the City's Zoning Code; and

WHEREAS, a public hearing on said zoning revisions has now been held as required by law.

NOW, THEREFORE, BE IT ORDAINED:

1. Amendment. Section 165.11(2) of the Code of Ordinances is hereby amended to add subsection (E) which reads as follows:

"E. In all residential districts there shall be a minimum front yard required for that particular zoning district in this Chapter; provided, however, that where lots comprising thirty (30) percent or more of the frontage within two hundred (200) feet of either side lot line are developed with buildings at a greater or lesser setback than stated in said particular zoning district, the front yard requirement for an undeveloped lot shall be the average of these building setbacks. In computing the average setback, buildings located on reverse corner lots or entirely on the rear half of lots shall not be counted. However, in no case shall the required front yard setback exceed fifty (50) feet.

2. Amendment. Section 165.27(3)(A) is hereby amended by adding the following sentence to the end of said section:

"Zero-lot lines shall have a lot area of three thousand eight hundred and fifty (3850) square feet per dwelling unit. Zero-lot line dwellings shall have a building line frontage of thirty-five (35) feet.

3. Amendment. Section 165.27(3)(C) is hereby amended by adding the following sentence to the end of said section:

"Zero-lot line dwellings shall have two side yard setbacks, one which is zero (0) feet and the other shall be a minimum of eight (8) feet."

4. Amendment. Section 165.28(3)(A) is hereby amended by adding subparagraph (3) which reads as follows:

"Zero-lot line dwellings shall have a frontage of not less than thirty-five (35) feet and a lot area of four thousand two hundred (4200) square feet."

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5. Amendment. Sections 165.29(3)(B) is hereby amended by adding the following sentence at the end of said section:

“Zero-lot line dwellings shall have a lot area of four thousand two hundred (4200) square feet with a minimum width at the established building line of thirty-five (35) feet.”

6. Amendment. Section 165.29(3)(G) is hereby amended by adding the following sentence to the end of said section:

“Zero-lot line dwellings shall have two side yard setbacks, one which is zero (0) feet and the other shall be a minimum of eight (8) feet.”

7. Amendment. Section 165.35(2)(C) is hereby amended by deleting it in its entirety and replacing it with the following:

“C. Rear Yard. No rear yard shall be required in the Central Business CB-1 District. When abutting a residential district, a twenty (20) rear yard is required.”

7. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

8. Adjudication. 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 the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

9. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

First reading: November 6, 2017
Second reading: November 20, 2017
Third Reading: December 4, 2017

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	December 4, 2017
AGENDA ITEM:	Motion to Approve Plans and Specs; setting dates for hearing and letting for Cubby Park.
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Melissa Russell, Parks and Recreation Director
DATE:	November 30, 2017

BACKGROUND:

Nate Kass of Fehr Graham has suggested a timeline for the bid letting process for Cubby Park.

December 4 (regular meeting) – approve plans and specs; set dates for hearing and letting

December 5 – issue plans and specs to contractors (mail notices)

Publish notice between December 23rd and 28th. This week the West Branch Times will not run a paper due to the Holidays so it may be best to publish in the Times December 14th and December 21st. This would meet the 4-20 day notice for the notice requirements.

January 2 (regular meeting) - public hearing on plans and specs

January 11 – letting

January 15 (regular meeting) – review bids and award

It is the intent of Fehr Graham let the contractor start as soon as he wants after the contracts are signed/approved. They plan to have the ball field seeding down and grow-in plan begun by June 15. The overall project is to be fully completed by November 2.

STAFF RECOMMENDATION:	Approve Resolution / Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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Set No. _____

CONTRACT DOCUMENTS FOR
CUBBY PARK IMPROVEMENTS
WEST BRANCH, IOWA
DECEMBER 2017
PROJECT No. 16-072

Mayor	-	Roger Laughlin
Council	-	Jordan M Ellyson
	-	Colton Miller
	-	Mary Beth Stevenson
	-	Tim Shields
	-	Brian Pierce
City Administrator	-	Redmond Jones II
Deputy City Clerk	-	Gordon Edgar

	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.
	Nathan P. Kass, P.E. _____ Date License Number 18659 My license renewal date is December 31, 2017. Pages covered by this seal: All Sheets

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NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING
JURISDICTION OF CITY OF WEST BRANCH
CUBBY PARK IMPROVEMENTS
PROJECT No. 16-072

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising each improvement as stated below must be filed before 10:00 A.M. on January 11, 2018, in the Office of the City Clerk (City Hall), City of West Branch, Iowa.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 10:00 A.M. on January 11, 2018, at West Branch City Hall for consideration by the City Council at its regular meeting at 7:00 P.M. on January 15, 2018 at City Hall. The City of West Branch reserves the right to reject any and all bids.

Time for Commencement and Completion of Work. Work on the improvement may be commenced upon approval of the contract by the Council, and be completed as stated below.

Bid Security. Each bidder shall accompany its bid with bid security as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to one hundred percent of the amount of the contract. The bidder's security shall be in the amount of 5% of the total bid amount including all add alternates, and shall be the Jurisdiction's bidder's bond with corporate surety satisfactory to the Jurisdiction. No other type of bid security will be accepted. The bidder's bond shall contain no condition except as provided in the specifications.

Performance, Payment, and Maintenance Bond. The successful bidder will be required to furnish a construction performance, payment, and maintenance bond in an amount equal to one hundred percent (100%) of the contract price. Said bonds 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 the maintenance of said improvements in good repair from the time of acceptance of the improvements by the City for not less than four (4) years.

Contract Documents. Bid documents may be obtained *for free* from the Engineer's company website at www.fehr-graham.com. Upon accessing the website, Bidders will see a link titled, "Obtain Bidding Documents". Clicking this link will take Bidders directly to the Quest Network Service, and will display all projects available for bid through Fehr Graham. On this page, project ads will be listed in the left-hand column with project numbers assigned by Quest displayed. Potential Bidders can enter the Quest project number in the field provided to view the full ad for the Cubby Park Improvements, and download a complete set of bidding documents from this page. Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. Hard copies of the bid documents may also be obtained and examined from the office of the Engineer, 200 5th Avenue SE, Suite 100, Cedar Rapids, Iowa 52401 (phone number 319-294-6909, e-mail mmcorary@fehr-graham.com). There is a one hundred dollar (\$100.00) deposit for hard copies of the plans and specifications, which will be refunded if returned to the Engineer in reusable condition within fourteen (14) days of the award of the Contract.

NHL-1

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Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement. A public hearing will be held by the City Council of West Branch on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 7:00 P.M. on January 2, 2018, at City Hall, West Branch, Iowa.

Preference of Products and Labor. 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.

General Nature of Public Improvement.

The extent of the work involved consists of grading, utilities, parking lot paving, ballfields, playground, and pavilion for a new city park in the city of West Branch.

PCC pavement must be constructed by a Contractor or Subcontractor on the Iowa Department of Transportation's current list of pre-qualified Contractors for PCC Pavement or PCC Pavement-Urban.

Contractor shall fully complete by November 2, 2018. Liquidated Damages in the amount of \$750.00 per Calendar Day will be assessed for each Calendar Day that any work shall remain uncompleted beyond the number of Calendar Days allowed.

Plan Holders List. The plan holders list and bid results may be viewed at Fehr Graham's web site <http://www.fehr-graham.com>.

Taxes. All Contractors and approved Subcontractors will be provided a Sales Tax Exemption Certification to purchase, or withdraw from inventory, materials furnished under this contract. No allowance will be made over the contract sum for any tax claims.

This Notice is given by authority of the City of West Branch.

Roger Laughlin, Mayor

Attest:

Redmond Jones II, City Administrator

Published in West Branch Times

NHL-2

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NOTICE OF PUBLIC HEARING
JURISDICTION OF CITY OF WEST BRANCH
CUBBY PARK IMPROVEMENTS
PROJECT No. 16-072

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement. A public hearing will be held by the City Council of West Branch on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 7:00 P.M. on January 2, 2018, at City Hall, West Branch, Iowa.

This Notice is given by authority of the City of West Branch.

Roger Laughlin, Mayor

Attest:

Redmond Jones II, City Administrator

Published in West Branch Times:

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Bid Date: January 11, 2018
Time: 10:00 A.M.

INSTRUCTIONS TO BIDDERS

Project Name: Cubby Park Improvements
Project No.: 16-072 Fed/St. Project No.: _____

The work comprising the above referenced project shall be constructed in accordance with the 2017 edition of the Urban Standard Specifications for Public Improvements and as further modified by supplemental specifications and special provision included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications. Before submitting your bid, please review the requirements of Division One, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Please be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be on the Jurisdiction's bidder's bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. This bond must be sealed with the Surety's seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's seal. However, a facsimile may be submitted at the time of the bid, if this option is used, the bidder shall provide an original bid bond to the Jurisdiction within 2 business days of the bid opening.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.

B. The following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. PROPOSAL - Complete each of the following parts:

- Part B - Acknowledgment of Addenda, if any have been issued;
- Part C - Bid Items, Quantities and Prices; Computer generated bids will be accepted, with the following requirements: computer generated bid form must be stapled to the Form of Proposal, Bid totals for Base Bid plus any Alternates or Options must appear on the Form of Proposal as well as computer generated bid form, and both Form of Proposal and computer generated bid form must be signed.
- Part F - Additional Requirements;

The following documents, which are proposal attachments, must be completed and attached:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	_____
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____

- Part G - Identity of Bidder;

Sign the proposal; The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature will not be accepted.

The following documents must be submitted as printed, or as approved above. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Jurisdictional Engineer in writing. The Jurisdictional Engineer will issue any necessary interpretation by an addendum.

III. PAYMENT TO CONTRACTOR

Payment to the Contractor will be made in the amount of ninety-five percent (95%) of the project costs completed each month. Partial payment estimates are to be submitted by the Contractor to the Engineer by the last Saturday of each month for work completed through the last Saturday of the preceding month. Statements will be acted upon by the City Council at their regular meeting, normally the first and third Monday of each month. Payment will be made normally within ten (10) days following Council approval. Final payment will be made not less than thirty-one (31) days after acceptance by the City Council, and submittal of closeout paperwork by the contractor. Payment will be made in

cash to be derived from the proceeds of the private sale of Warrants, as authorized by Section 384.57 of the Code of Iowa, or Project Notes, as authorized by Section 76.13 of the 1985 Code of Iowa, issued in anticipation of the receipt of proceeds from the sale of Bonds, and/or other cash funds on hand as may be lawfully used for such purpose.

No final payment will be due until the Contractor has certified to the City Clerk that the material, labor, and services involved in each estimate have been paid.

BID BOND

KNOW ALL BY THESE PRESENTS:

That we _____ as Principal and
as Surety, are
held and firmly bound unto City of West Branch
as Obligee (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____
Dollars (\$ _____)

lawful money of the United States, 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 Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements;

Cubby Park Improvements, Project No. 16-072

Project consists of grading, utilities, parking lot paving, ballfields, playground, and pavilion for a new city park.

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Cedar County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a 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; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

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Signed and sealed this _____ day of _____, 2018

SURETY:	PRINCIPAL:
_____	_____
Surety Company	Bidder
By _____	By _____
Signature Attorney-in-Fact/Officer	Signature
_____	_____
Name of Attorney-in-Fact/Officer	Name (Print/Type)
_____	_____
Company Name	Title
_____	_____
Company Address	Address
_____	_____
City, State, Zip Code	City, State, Zip Code
_____	_____
Company Telephone Number	Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's seal. However, a facsimile may be submitted at the time of the bid, if this option is used, the bidder shall provide an original bid bond to the Jurisdiction within 2 business days of the bid opening.

TO: The City Council, City of West Branch, Iowa FROM: _____

PROPOSAL

PROPOSAL: PART A - SCOPE

The City of West Branch, hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

Cubby Park Improvements, Project No. 16-072

The extent of the work involved consists of grading, utilities, and parking lot paving for a new city park in the city of West Branch.

PROPOSAL: PART B - ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER	_____	ADDENDUM NUMBER	_____
ADDENDUM NUMBER	_____	ADDENDUM NUMBER	_____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C - BID ITEMS, QUANTITIES AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices and the Total Construction Costs on the Proposal Attachment: Part C - Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C - Bid Items, Quantities and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D - GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work on this project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to fully complete the project by November 2, 2018; and to pay liquidated damages for noncompliance with said completion provisions at the rate of seven hundred fifty hundred dollars (\$750) for each calendar day thereafter that the work remains incomplete.

Bid Items, Quantities and Prices:

Computer generated bids will be accepted, with the following requirements: computer generated bid form must be stapled to the Form of Proposal, Bid totals for Base Bid plus any Alternates or Options must appear on the Form of Proposal as well as computer generated bid form, and both Form of Proposal and computer generated bid form must be signed.

PROPOSAL: PART E - NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and

- 3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
- 4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
- 5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F - ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	_____
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____

INSTRUCTIONS:

(CON'T - PROPOSAL)

Project No. 16-072

PROPOSAL: PART G - IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is Submitted by a/an:

- Individual, Sole Proprietorship
- Partnership
- Corporation
- Limited Liability Company
- Joint-venture: all parties must join-in and execute all documents
- Other

The Bidder shall enter its Public Registration Number ____ - ____ issued By the Iowa Commissioner of Labor Pursuant Section 91C.5 of the Iowa Code.

The Bidder should contact 515-242-5871 for registration information.

Failure to provide said Registration Number shall result in the bid being read under advisement. A contract will not be executed until the Contractor is registered.

NOTE: The signature on this proposal must be an original signature in ink; copies or facsimile of any signature will not be accepted.

By _____
Bidder

By _____
Signature

Name (Print/Type)

Title

Address

City, State, Zip Code

Telephone Number

Type or print the name and title of the company's owner, president, CEO, etc. if a different person than entered above.

Name

Title

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All bidders must submit the following completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

PROPOSAL ATTACHMENT: PART C - BID ITEMS, QUANTITIES AND PRICES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), any Alternate Price(s), and the Total of the Base Bid plus any Add-Alternates in this proposal attachment: The total of the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
1	1070-206-A-3	TRAFFIC CONTROL	1	LS		
2	2010-108-C-0	CLEARING AND GRUBBING	1	LS		
3	2010-108-D-1	TOPSOIL, ON-SITE	15,985	CY		
4	2010-108-E-0	EXCAVATION, CLASS 10	36,540	CY		
5	2010-108-E-0	EXCAVATION, CLASS 13	2,191	CY		
6	2010-108-I-0	SUBBASE, MODIFIED (IADOT GRADATION NO. 14)	3,903	TON		
7	2010-108-I-1	SUBBASE, MACADAM (IADOT GRADATION NO. 13)	203	TON		
8	2010-108-O-0	SUBBASE, WASHED SAND, 4" THICK, UNDER SURFACE AGGRAGATE	1,295	TON		
9	2010-108-P-0	INFIELD/WARNING TRACK SKIN SURFACE, RED BALL DIAMOND AGGREGATE, 5" THICK	1,590	TON		
10	2010-108-Q-0	BATTING CAGE SURFACE, FINE LIMESTONE (IADOT GRADATION NO. 8)	40	TON		
11	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, SDR 26 PVC, 8"	649	LF		
12	4010-108-E-0	SANITARY SEWER SERVICE STUB, PVC SDR 23.5, 4"	1	EA		
13	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 15"	42	LF		
14	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 18"	693	LF		
15	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 24"	56	LF		
16	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 36"	180	LF		
17	4020-108-A-1	STORM SEWER, TRENCHED, HDPE DUAL WALL, 6"	36	LF		
18	4020-108-A-1	STORM SEWER, TRENCHED, HDPE DUAL WALL, 12"	26	LF		
19	4020-108-A-1	STORM SEWER, TRENCHED, HDPE DUAL WALL, 15"	156	LF		
20	4020-108-A-1	STORM SEWER, TRENCHED, HDPE DUAL WALL, 18"	844	LF		
21	4020-108-C-0	REMOVAL OF STORM SEWER, 18" RCP	5	LF		
22	4030-108-B-0	PIPE APRON, RCP, 12"	2	EA		

23	4030-108-B-0	PIPE APRON, RCP, 18"	3	EA		
24	4030-108-B-1	PIPE APRON, RCP, 36"	1	EA		
25	4030-108-D-0	PIPE APRON GUARD, 36"	1	EA		
26	4040-108-A-0	SUBDRAIN, HDPE, 2" DIA. PERF.	5,248	LF		
27	4040-108-A-0	SUBDRAIN, HDPE, 4" DIA. PERF.	198	LF		
28	4040-108-A-0	SUBDRAIN, HDPE DUAL WALL, NON PERF, 4" DIA	25	LF		
29	4040-108-A-1	SUBDRAIN, HDPE DUAL WALL, NON PERF, 6" DIA	1,310	LF		
30	4040-108-A-0	SUBDRAIN, HDPE DUAL WALL, 6"	530	LF		
31	4040-108-C-0	SUBDRAIN CLEANOUT, TYPE A-1, 6"	3	EA		
32	5010-108-A-1	WATER MAIN, TRENCHED, DR18 PVC, 6"	756	LF		
33	5010-108-A-1	WATER MAIN, TRENCHED, CLASS 52 DIP, 6", WITH NITRILE GASKETS	80	LF		
34	5010-108-A-1	WATER MAIN, TRENCHED, DR21 PVC, 3"	104	LF		
35	5010-108-C-2	FITTING, MJ DIP	427	LB		
36	5010-108-F-0	CONNECTION TO EXISTING WATER MAIN	1	EA		
37	5010-108-G-0	IRRIGATION DELIVERY SYSTEM FOR 3 FIELDS	1	LS		
38	5010-108-H-0	IRRIGATION SYSTEM - SOFTBALL FIELD	1	LS		
39	5010-108-H-0	IRRIGATION SYSTEM - LITTLE LEAGUE FIELD 1	1	LS		
40	5010-108-H-0	IRRIGATION SYSTEM - LITTLE LEAGUE FIELD 2	1	LS		
41	5020-108-A-0	VALVE, GATE, 3"	1	EA		
42	5020-108-A-0	VALVE, GATE, 6"	4	EA		
43	5020-108-C-0	FIRE HYDRANT ASSEMBLY	3	EA		
44	6010-108-A-0	MANHOLE TYPE SW-301, 48"	37.58	VF		
45	6010-108-A-0	MANHOLE TYPE SW-401, 48"	13.29	VF		
46	6010-108-A-0	MANHOLE TYPE SW-402, 48"x48"	12.92	VF		
47	6010-108-B-0	INTAKE TYPE SW-501	1	EA		
48	6010-108-B-0	INTAKE TYPE SW-507	4	EA		
49	6010-108-B-0	INTAKE TYPE SW-508	2	EA		
50	6010-108-B-0	INTAKE TYPE SW-509	1	EA		

51	6010-108-B-0	INTAKE TYPE NYLOPLAST, 24" W/ H-20 STANDARD GRATE	10	EA		
52	6010-108-H-0	REMOVE INTAKE	1	EA		
53	7010-108-A-0	PAVEMENT, PCC, 6"	5,771	SY		
54	7010-108-A-0	PAVEMENT, PCC, 6" THICK, REINFORCED	210	SY		
55	7010-108-A-0	PAVEMENT, PCC, 8" REINFORCED	193	SY		
56	7010-108-F-0	BEAM CURB, PCC	393	LF		
57	7010-108-I-0	PCC PAVEMENT SAMPLES AND TESTING	1	LS		
58	7030-108-C-1	SHARED USE PATH, PCC, 6" THICK	4,337	SY		
59	7030-108-C-2	SHARED USE PATH, PCC, 8" THICK (NOMINAL) REINFORCED	14	SY		
60	7030-108-E-0	SIDEWALK, PCC, 4" THICK	885	SY		
61	7030-108-G-0	DETECTABLE WARNING	104	SF		
62	7080-108-B-0	ENGINEERING FABRIC (PLAYGROUND)	600	SY		
63	8020-108-C-0	PAINTED PAVEMENT MARKINGS, DURABLE	1	LS		
64	8020-108-G-0	PAINTED SYMBOLS AND LEGENDS	6	EA		
65	8030-108-A-0	SIGN, INSTALL, HANDICAP	5	EA		
66	8030-108-A-0	SIGN, INSTALL, HANDICAP W/ VAN	1	EA		
67	9010-108-A-0	SEEDING, FERTILIZING, AND MULCHING, TYPE 4	12.75	AC		
68	9010-108-A-1	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1 PERMANENT LAWN	4.57	AC		
69	9010-108-A-1	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1 BALLFIELD LAWN SEEDING	2.37	AC		
70	9010-108-A-1	CONVENTIONAL SEEDING AND FERTILIZING, NO MOW FESCUE	0.96	AC		
71	9010-108-A-1	CONVENTIONAL SEEDING AND FERTILIZING, SHORT GRASS PRAIRIE	2.05	AC		
72	9010-108-A-1	CONVENTIONAL SEEDING AND FERTILIZING, FLOOD PLAIN	0.47	AC		
73	9010-108-B-0	HYDRAULIC MULCHING	10.42	AC		
74	9010-108-D-0	WATERING	25,000	TGAL		
75	9010-108-F-0	SPORTSFIELD SOIL PREPARATION	1	LS		
76	9010-108-G-0	SPORTSFIELD GROW IN PLAN	1	LS		
77	9030-108-B-0	PLANTS, TREE, AUTUM BLAZE FREEMAN MAPLE - 3" CAL.	9	EA		
78	9030-108-B-0	PLANTS, TREE, EUROPEAN BLACK ALDER - 6' HT.	5	EA		

79	9030-108-B-0	PLANTS, TREE, ARMSTRONG COLUMNAR MAPLE - 3" CAL.	3	EA		
80	9030-108-B-0	PLANTS, TREE, RIVER BIRCH - 10' HT.	10	EA		
81	9030-108-B-0	PLANTS, TREE, WASHINGTON HAWTHORN - 6' HT.	8	EA		
82	9030-108-B-0	PLANTS, TREE, DAWYCK PURPLE BEECH - 3" CAL.	1	EA		
83	9030-108-B-0	PLANTS, TREE, MAIDENHAIR TREE - 3" CAL.	5	EA		
84	9030-108-B-0	PLANTS, TREE, SKYLINE HONEYLOCUST - 3" CAL.	9	EA		
85	9030-108-B-0	PLANTS, TREE, NORWAY SPRUCE - 6' HT.	4	EA		
86	9030-108-B-0	PLANTS, TREE, LONDON PLANETREE - 3" CAL.	1	EA		
87	9030-108-B-0	PLANTS, TREE, BLACK HILLS SPRUCE - 8' HT.	16	EA		
88	9030-108-B-0	PLANTS, TREE, COLORADO BLUE SPRUCE - 8' HT.	1	EA		
89	9030-108-B-0	PLANTS, TREE, WHITE PINE - 7' HT.	5	EA		
90	9030-108-B-0	PLANTS, TREE, WHITE OAK - 3" CAL.	11	EA		
91	9030-108-B-0	PLANTS, TREE, BUR OAK - 3" CAL.	12	EA		
92	9030-108-B-0	PLANTS, TREE, ACCOLADE ELM - 3" CAL.	3	EA		
93	9030-108-B-0	PLANTS, TREE, BLACK HAW VIBURNUM - 4' HT.	8	EA		
94	9030-108-B-0	PLANTS, SHRUB, HAPPY RETURNS DAYLILY - 1 GAL.	75	EA		
95	9030-108-B-0	PLANTS, SHRUB, GRO-LOW FRAGRANT SUMAC - 18" HT.	14	EA		
96	9030-108-B-0	PLANTS, SHRUB, NEON FLASH SPIREA - 18" HT.	78	EA		
97	9030-108-B-0	PLANTS, SHRUB, MISSION STRAIN ARBORVITAE, 5' HT.	48	EA		
98	9030-108-B-0	PLANTS, SHRUB, ARROWWOOD VIBURNUM - 36" HT.	31	EA		
99	9030-108-F-0	LIVE FASCINE	200	LF		
100	9040-108-A-2	SWPPP, MANAGEMENT	1	LS		
101	9040-108-E-0	TEMPORARY RECP, TYPE 2	11,100	SY		
102	9040-108-F-1	WATTLES, 9", INSTALLATION, MAINTENANCE	6,300	LF		
103	9040-108-F-2	WATTLES, REMOVAL	6,300	LF		
104	9040-108-J-0	RIP RAP, EROSION STONE W/FABRIC	150	TON		
105	9040-108-N-1	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	4,250	LF		
106	9040-108-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	1,500	LF		

107	9040-108-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	4,250	LF		
108	9040-108-O-2	STABILIZED CONSTRUCTION ENTRANCE	200	TON		
109	9040-108-P-1	DUST CONTROL, WATER	24,000	SY		
110	9040-108-T-1	INLET PROTECTION DEVICE, SURFACE APPLIED, INSTALLATION AND MAINTENANCE	18	EA		
111	9040-108-T-2	INLET PROTECTION DEVICE, REMOVAL	18	EA		
112	9060-108-H-0	FENCING CAP, OUTFIELD FENCE	1,226	LF		
113	9080-108-A-0	CONCRETE STEPS	40	SF		
114	9080-108-B-0	HANDRAIL, ALUMINUM	10	LF		
115	9090-108-A-0	SPORTSFIELD EQUIPMENT - SOFTBALL FIELD	1	LS		
116	9090-108-A-0	SPORTSFIELD EQUIPMENT - LITTLE LEAGUE FIELD 1	1	LS		
117	9090-108-A-0	SPORTSFIELD EQUIPMENT - LITTLE LEAGUE FIELD 2	1	LS		
118	9090-108-B-0	ELECTRONIC SCOREBOARDS	3	EA		
119	9090-108-C-0	BATTING CAGE EQUIPMENT	1	LS		
120	9090-108-D-0	BLEACHERS, ALUMINUM, 15' LONG, 4 ROWS	9	EA		
121	9090-108-E-0	PICKLEBALL COURT EQUIPMENT	1	LS		
122	9090-108-F-0	PICKLE BALL COURT SURFACING	1	LS		
123	9090-108-G-0	PLAYGROUND EQUIPMENT	1	LS		
124	9090-108-H-0	SAFETY SURFACING - 12" DEPTH	157	CY		
125	9090-108-I-0	BIKE RACKS	1	LS		
126	9090-108-J-0	PARK BENCHES	6	EA		
127	9090-108-K-0	TRASH RECEPTACLES	9	EA		
128	9090-108-L-0	FLAG POLE - 30' HT. WITH INTEGRAL LIGHT	1	EA		
129	9090-108-L-0	FLAG POLE - 25' HT.	2	EA		
130	9090-108-M-0	LANDSCAPE BOULDERS - STONE STEPS AND OUTCROPPING	24	TON		
131	9090-108-M-0	LANDSCAPE BOULDERS - SEAT STONES	18	TON		
132	9090-108-M-0	LANDSCAPE BOULDERS - PLAYGROUND STEPPER BOULDERS	22	TON		
133	9100-108-A-0	ELECTRICAL SYSTEM	1	LS		
134	9110-108-A-0	PAVILION BUILDING AND APPURTENANCES	1	LS		

135	11,010-108-A	CONSTRUCTION SURVEY	1	LS		
136	11,020-108-A	MOBILIZATION	1	LS		
137	11,050-108-A-0	CONCRETE WASHOUT	1	LS		

TOTAL BASE BID AMOUNT _____

FENCING OPTION A

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
FA1	9060-108-A-0	CHAIN LINK FENCE, ALUMINIZED, 6' TALL (06A)	984	LF		
FA2	9060-108-A-0	CHAIN LINK FENCE, ALUMINIZED, 6' TALL (06B)	1,126	LF		
FA3	9060-108-A-0	CHAIN LINK FENCE, ALUMINIZED, 10' TALL (10A)	402	LF		
FA4	9060-108-A-0	CHAIN LINK FENCE, ALUMINIZED, 20' TALL (20A)	180	LF		
FA5	9060-108-B-0	GATES, CHAIN LINK, ALUMINIZED, 4' WIDE	7	EA		
FA6	9060-108-B-0	GATES, CHAIN LINK, ALUMINIZED, 6' TALL, DOUBLE 6" (12' WIDE)	3	EA		

ESTIMATED FENCING OPTION A BID AMOUNT _____

FENCING OPTION B

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
FB1	9060-108-A-0	CHAIN LINK FENCE, PVC COATED, 6' TALL (06A)	984	LF		
FB2	9060-108-A-0	CHAIN LINK FENCE, PVC COATED, 6' TALL (06B)	1,126	LF		
FB3	9060-108-A-0	CHAIN LINK FENCE, PVC COATED, 10' TALL (10A)	402	LF		
FB4	9060-108-A-0	CHAIN LINK FENCE, PVC COATED, 20' TALL (10B)	180	LF		
FB5	9060-108-B-0	GATES, CHAIN LINK, PVC COATED, 4' WIDE	7	EA		
FB6	9060-108-B-0	GATES, CHAIN LINK, PVC COATED, 6' TALL, DOUBLE 6" (12' WIDE)	3	EA		

ESTIMATED FENCING OPTION B BID AMOUNT _____

FIELD LIGHTING OPTION A

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
LA1	9100-108-B-0	FIELD LIGHTING, HID CONROL SYSTEM AND DISTRIBUTION FOR 3 FIELDS	1	LS		
LA2	9100-108-C-0	FIELD LIGHTING POLES & LUMINAIRES, HID, SOFTBALL FIELD	1	LS		
LA3	9100-108-C-0	FIELD LIGHTING, HID - LITTLE LEAGUE FIELD 1	1	LS		
LA4	9100-108-C-0	FIELD LIGHTING, HID - LITTLE LEAGUE FIELD 2	1	LS		

ESTIMATED FIELD LIGHTING OPTION A BID AMOUNT _____

FIELD LIGHTING OPTION B

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
LB1	9100-108-B-0	FIELD LIGHTING CONROL SYSTEM AND DISTRIBUTION, 3 FIELDS, LED	1	LS		
LB2	9100-108-C-0	FIELD LIGHTING POLES & LUMINAIRES, LED, SOFTBALL FIELD	1	LS		
LB3	9100-108-C-0	FIELD LIGHTING POLES & LUMINAIRES, LED, LITTLE LEAGUE FIELD 1	1	LS		
LB4	9100-108-C-0	FIELD LIGHTING POLES & LUMINAIRES, LED, LITTLE LEAGUE FIELD 2	1	LS		

ESTIMATED FIELD LIGHTING OPTION B BID AMOUNT _____

DUGOUT OPTION A

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
DA1	9090-108-N-0	DUGOUT, LUMBER FRAMED, 10' DEEP x 32' WIDE	6	EA		
DA2	9090-108-O-0	TWO TIER DUGOUT BENCH, LUMBER, 24' LONG	6	EA		

ESTIMATED DUGOUT OPTION A BID AMOUNT _____

DUGOUT OPTION B

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
DB1	9090-108-P-0	CANTILEVER DUGOUT, 10' DEEP x32' WIDE	6	EA		
DB2	9090-108-Q-0	TWO TIER DUGOUT BENCH, ALUMINUM, 24' LONG	6	EA		
DB3	9060-108-A-0	CHAIN LINK FENCE, ALUMINIZED, 6' TALL (06A)	264	LF		
DB4	9060-108-G-0	VERTICAL SLATTED WINDSCREEN MATERIAL, 6' TALL	265	LF		

ESTIMATED DUGOUT OPTION B BID AMOUNT _____

All bids shall NOT include Iowa Sales Tax for materials used in the project. Upon award, the successful bidder shall immediately provide a listing of subcontractors and associated Federal ID or Social Security Numbers for both the contractor and subcontractors. The City of West Branch will register the contractor and subcontractors with the Iowa Department of Revenue and will provide appropriate certificates to the contractor for distribution and use.

FORM OF CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____
by and between the City of West Branch hereinafter called the "Jurisdiction", and
_____ hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the 2017 Urban Standard Specifications for Public Improvements and as further modified by the supplemental specifications and special provisions included in said contract documents. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Item 1: Bid Items, Quantities And Prices which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:
Cubby Park Improvements- Project Number 16-072

Project consists of grading, utilities, parking lot paving, ballfields, playground, and pavilion for a new city park.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of
The bid amount of _____ DOLLARS
(\$) _____ which amount shall constitute the required amount of the performance,
maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract
on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully
complete the project By November 2, 2018;
and to pay liquidated damages for noncompliance with said completion provisions at the rate of
Seven Hundred fifty dollars (\$750.00) for each calendar day thereafter that the work remains
incomplete.

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me known, who, being by me duly sworn, did say that he/she is the _____ of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ acknowledged the execution of the instrument to be a voluntary act and deed of the corporation.

Notary Public in and for the State of _____
My commission expires _____, 20_____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that he/she is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20_____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known, to be the identical person named in and who executed the foregoing instrument, and acknowledged that he/she executed the instrument as his/her voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me known, who, being by me duly sworn, did say that he/she is the _____ of said LLC, that (no seal has been procured by) (the seal affixed thereto is the seal of) the LLC; that said instrument was signed (and sealed) on behalf of the LLC, by authority of its managers and the said instrument to be a voluntary act and deed of the LLC.

Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: ITEM 1: BID ITEMS, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. QUANTITY CHANGES, REGARDLESS OF THE PERCENTAGE INCREASE OR DECREASE OF THE TOTAL BID, SHALL NOT AFFECT THE UNIT BID PRICE OF THAT ITEM.

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
1	1070-206-A-3	TRAFFIC CONTROL	1	LS		
2	2010-108-C-0	CLEARING AND GRUBBING	1	LS		
3	2010-108-D-1	TOPSOIL, ON-SITE	15,985	CY		
4	2010-108-E-0	EXCAVATION, CLASS 10	36,540	CY		
5	2010-108-E-0	EXCAVATION, CLASS 13	2,191	CY		
6	2010-108-I-0	SUBBASE, MODIFIED (IADOT GRADATION NO. 14)	3,903	TON		
7	2010-108-I-1	SUBBASE, MACADAM (IADOT GRADATION NO. 13)	203	TON		
8	2010-108-O-0	SUBBASE, WASHED SAND, 4" THICK, UNDER SURFACE AGGRAGATE	1,295	TON		
9	2010-108-P-0	INFIELD/WARNING TRACK SKIN SURFACE, RED BALL DIAMOND AGGREGATE, 5" THICK	1,590	TON		
10	2010-108-Q-0	BATTING CAGE SURFACE, FINE LIMESTONE (IADOT GRADATION NO. 8)	40	TON		
11	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, SDR 26 PVC, 8"	649	LF		
12	4010-108-E-0	SANITARY SEWER SERVICE STUB, PVC SDR 23.5, 4"	1	EA		
13	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 15"	42	LF		
14	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 18"	693	LF		
15	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 24"	56	LF		
16	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 36"	180	LF		
17	4020-108-A-1	STORM SEWER, TRENCHED, HDPE DUAL WALL, 6"	36	LF		
18	4020-108-A-1	STORM SEWER, TRENCHED, HDPE DUAL WALL, 12"	26	LF		
19	4020-108-A-1	STORM SEWER, TRENCHED, HDPE DUAL WALL, 15"	156	LF		
20	4020-108-A-1	STORM SEWER, TRENCHED, HDPE DUAL WALL, 18"	844	LF		
21	4020-108-C-0	REMOVAL OF STORM SEWER, 18" RCP	5	LF		

22	4030-108-B-0	PIPE APRON, RCP, 12"	2	EA		
23	4030-108-B-0	PIPE APRON, RCP, 18"	3	EA		
24	4030-108-B-1	PIPE APRON, RCP, 36"	1	EA		
25	4030-108-D-0	PIPE APRON GUARD, 36"	1	EA		
26	4040-108-A-0	SUBDRAIN, HDPE, 2" DIA. PERF.	5,248	LF		
27	4040-108-A-0	SUBDRAIN, HDPE, 4" DIA. PERF.	198	LF		
28	4040-108-A-0	SUBDRAIN, HDPE DUAL WALL, NON PERF, 4" DIA	25	LF		
29	4040-108-A-1	SUBDRAIN, HDPE DUAL WALL, NON PERF, 6" DIA	1,310	LF		
30	4040-108-A-0	SUBDRAIN, HDPE DUAL WALL, 6"	530	LF		
31	4040-108-C-0	SUBDRAIN CLEANOUT, TYPE A-1, 6"	3	EA		
32	5010-108-A-1	WATER MAIN, TRENCHED, DR18 PVC, 6"	756	LF		
33	5010-108-A-1	WATER MAIN, TRENCHED, CLASS 52 DIP, 6", WITH NITRILE GASKETS	80	LF		
34	5010-108-A-1	WATER MAIN, TRENCHED, DR21 PVC, 3"	104	LF		
35	5010-108-C-2	FITTING, MJ DIP	427	LB		
36	5010-108-F-0	CONNECTION TO EXISTING WATER MAIN	1	EA		
37	5010-108-G-0	IRRIGATION DELIVERY SYSTEM FOR 3 FIELDS	1	LS		
38	5010-108-H-0	IRRIGATION SYSTEM - SOFTBALL FIELD	1	LS		
39	5010-108-H-0	IRRIGATION SYSTEM - LITTLE LEAGUE FIELD 1	1	LS		
40	5010-108-H-0	IRRIGATION SYSTEM - LITTLE LEAGUE FIELD 2	1	LS		
41	5020-108-A-0	VALVE, GATE, 3"	1	EA		
42	5020-108-A-0	VALVE, GATE, 6"	4	EA		
43	5020-108-C-0	FIRE HYDRANT ASSEMBLY	3	EA		
44	6010-108-A-0	MANHOLE TYPE SW-301, 48"	37.58	VF		
45	6010-108-A-0	MANHOLE TYPE SW-401, 48"	13.29	VF		
46	6010-108-A-0	MANHOLE TYPE SW-402, 48"x48"	12.92	VF		
47	6010-108-B-0	INTAKE TYPE SW-501	1	EA		
48	6010-108-B-0	INTAKE TYPE SW-507	4	EA		
49	6010-108-B-0	INTAKE TYPE SW-508	2	EA		

50	6010-108-B-0	INTAKE TYPE SW-509	1	EA		
51	6010-108-B-0	INTAKE TYPE NYLOPLAST, 24" W/ H-20 STANDARD GRATE	10	EA		
52	6010-108-H-0	REMOVE INTAKE	1	EA		
53	7010-108-A-0	PAVEMENT, PCC, 6"	5,771	SY		
54	7010-108-A-0	PAVEMENT, PCC, 6" THICK, REINFORCED	210	SY		
55	7010-108-A-0	PAVEMENT, PCC, 8" REINFORCED	193	SY		
56	7010-108-F-0	BEAM CURB, PCC	393	LF		
57	7010-108-I-0	PCC PAVEMENT SAMPLES AND TESTING	1	LS		
58	7030-108-C-1	SHARED USE PATH, PCC, 6" THICK	4,337	SY		
59	7030-108-C-2	SHARED USE PATH, PCC, 8" THICK (NOMINAL) REINFORCED	14	SY		
60	7030-108-E-0	SIDEWALK, PCC, 4" THICK	885	SY		
61	7030-108-G-0	DETECTABLE WARNING	104	SF		
62	7080-108-B-0	ENGINEERING FABRIC (PLAYGROUND)	600	SY		
63	8020-108-C-0	PAINTED PAVEMENT MARKINGS, DURABLE	1	LS		
64	8020-108-G-0	PAINTED SYMBOLS AND LEGENDS	6	EA		
65	8030-108-A-0	SIGN, INSTALL, HANDICAP	5	EA		
66	8030-108-A-0	SIGN, INSTALL, HANDICAP W/ VAN	1	EA		
67	9010-108-A-0	SEEDING, FERTILIZING, AND MULCHING, TYPE 4	12.75	AC		
68	9010-108-A-1	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1 PERMANENT LAWN	4.57	AC		
69	9010-108-A-1	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1 BALLFIELD LAWN	2.37	AC		
70	9010-108-A-1	CONVENTIONAL SEEDING AND FERTILIZING, NO MOW FESCUE	0.96	AC		
71	9010-108-A-1	CONVENTIONAL SEEDING AND FERTILIZING, SHORT GRASS PRAIRIE	2.05	AC		
72	9010-108-A-1	CONVENTIONAL SEEDING AND FERTILIZING, FLOOD PLAIN	0.47	AC		
73	9010-108-B-0	HYDRAULIC MULCHING	10.42	AC		
74	9010-108-D-0	WATERING	25,000	TGAL		
75	9010-108-F-0	SPORTSFIELD SOIL PREPARATION	1	LS		
76	9010-108-G-0	SPORTSFIELD GROW IN PLAN	1	LS		
77	9030-108-B-0	PLANTS, TREE, AUTUM BLAZE FREEMAN MAPLE - 3" CAL.	9	EA		

78	9030-108-B-0	PLANTS, TREE, EUROPEAN BLACK ALDER - 6' HT.	5	EA		
79	9030-108-B-0	PLANTS, TREE, ARMSTRONG COLUMNAR MAPLE - 3" CAL.	3	EA		
80	9030-108-B-0	PLANTS, TREE, RIVER BIRCH - 10' HT.	10	EA		
81	9030-108-B-0	PLANTS, TREE, WASHINGTON HAWTHORN - 6' HT.	8	EA		
82	9030-108-B-0	PLANTS, TREE, DAWYCK PURPLE BEECH - 3" CAL.	1	EA		
83	9030-108-B-0	PLANTS, TREE, MAIDENHAIR TREE - 3" CAL.	5	EA		
84	9030-108-B-0	PLANTS, TREE, SKYLINE HONEYLOCUST - 3" CAL.	9	EA		
85	9030-108-B-0	PLANTS, TREE, NORWAY SPRUCE - 6' HT.	4	EA		
86	9030-108-B-0	PLANTS, TREE, LONDON PLANETREE - 3" CAL.	1	EA		
87	9030-108-B-0	PLANTS, TREE, BLACK HILLS SPRUCE - 8' HT.	16	EA		
88	9030-108-B-0	PLANTS, TREE, COLORADO BLUE SPRUCE - 8' HT.	1	EA		
89	9030-108-B-0	PLANTS, TREE, WHITE PINE - 7' HT.	5	EA		
90	9030-108-B-0	PLANTS, TREE, WHITE OAK - 3" CAL.	11	EA		
91	9030-108-B-0	PLANTS, TREE, BUR OAK - 3" CAL.	12	EA		
92	9030-108-B-0	PLANTS, TREE, ACCOLADE ELM - 3" CAL.	3	EA		
93	9030-108-B-0	PLANTS, TREE, BLACK HAW VIBURNUM - 4' HT.	8	EA		
94	9030-108-B-0	PLANTS, SHRUB, HAPPY RETURNS DAYLILY - 1 GAL.	75	EA		
95	9030-108-B-0	PLANTS, SHRUB, GRO-LOW FRAGRANT SUMAC - 18" HT.	14	EA		
96	9030-108-B-0	PLANTS, SHRUB, NEON FLASH SPIREA - 18" HT.	78	EA		
97	9030-108-B-0	PLANTS, SHRUB, MISSION STRAIN ARBORVITAE, 5' HT.	48	EA		
98	9030-108-B-0	PLANTS, SHRUB, ARROWWOOD VIBURNUM - 36" HT.	31	EA		
99	9030-108-F-0	LIVE FASCINE	200	LF		
100	9040-108-A-2	SWPPP, MANAGEMENT	1	LS		
101	9040-108-E-0	TEMPORARY RECP, TYPE 2	11,100	SY		
102	9040-108-F-1	WATTLES, 9", INSTALLATION, MAINTENANCE	6,300	LF		
103	9040-108-F-2	WATTLES, REMOVAL	6,300	LF		
104	9040-108-J-0	RIP RAP, EROSION STONE W/FABRIC	150	TON		
105	9040-108-N-1	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	4,250	LF		

106	9040-108-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	1,500	LF		
107	9040-108-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	4,250	LF		
108	9040-108-O-2	STABILIZED CONSTRUCTION ENTRANCE	200	TON		
109	9040-108-P-1	DUST CONTROL, WATER	24,000	SY		
110	9040-108-T-1	INLET PROTECTION DEVICE, SURFACE APPLIED, INSTALLATION AND MAINTENANCE	18	EA		
111	9040-108-T-2	INLET PROTECTION DEVICE, REMOVAL	18	EA		
112	9060-108-H-0	FENCING CAP, OUTFIELD FENCE	1,226	LF		
113	9080-108-A-0	CONCRETE STEPS	40	SF		
114	9080-108-B-0	HANDRAIL, ALUMINUM	10	LF		
115	9090-108-A-0	SPORTSFIELD EQUIPMENT - SOFTBALL FIELD	1	LS		
116	9090-108-A-0	SPORTSFIELD EQUIPMENT - LITTLE LEAGUE FIELD 1	1	LS		
117	9090-108-A-0	SPORTSFIELD EQUIPMENT - LITTLE LEAGUE FIELD 2	1	LS		
118	9090-108-B-0	ELECTRONIC SCOREBOARDS	3	EA		
119	9090-108-C-0	BATTING CAGE EQUIPMENT	1	LS		
120	9090-108-D-0	BLEACHERS, ALUMINUM, 15' LONG, 4 ROWS	9	EA		
121	9090-108-E-0	PICKLEBALL COURT EQUIPMENT	1	LS		
122	9090-108-F-0	PICKLE BALL COURT SURFACING	1	LS		
123	9090-108-G-0	PLAYGROUND EQUIPMENT	1	LS		
124	9090-108-H-0	SAFETY SURFACING - 12" DEPTH	157	CY		
125	9090-108-I-0	BIKE RACKS	1	LS		
126	9090-108-J-0	PARK BENCHES	6	EA		
127	9090-108-K-0	TRASH RECEPTACLES	9	EA		
128	9090-108-L-0	FLAG POLE - 30' HT. WITH INTEGRAL LIGHT	1	EA		
129	9090-108-L-0	FLAG POLE - 25' HT.	2	EA		
130	9090-108-M-0	LANDSCAPE BOULDERS - STONE STEPS AND OUTCROPPING	24	TON		
131	9090-108-M-0	LANDSCAPE BOULDERS - SEAT STONES	18	TON		
132	9090-108-M-0	LANDSCAPE BOULDERS - PLAYGROUND STEPPER BOULDERS	22	TON		
133	9100-108-A-0	ELECTRICAL SYSTEM	1	LS		

134	9110-108-A-0	PAVILION BUILDING AND APPURTENANCES	1	LS		
135	11,010-108-A	CONSTRUCTION SURVEY	1	LS		
136	11,020-108-A	MOBILIZATION	1	LS		
137	11,050-108-A-0	CONCRETE WASHOUT	1	LS		

TOTAL BASE BID AMOUNT _____

FENCING OPTION A

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
FA1	9060-108-A-0	CHAIN LINK FENCE, ALUMINIZED, 6' TALL (06A)	984	LF		
FA2	9060-108-A-0	CHAIN LINK FENCE, ALUMINIZED, 6' TALL (06B)	1,126	LF		
FA3	9060-108-A-0	CHAIN LINK FENCE, ALUMINIZED, 10' TALL (10A)	402	LF		
FA4	9060-108-A-0	CHAIN LINK FENCE, ALUMINIZED, 20' TALL (20A)	180	LF		
FA5	9060-108-B-0	GATES, CHAIN LINK, ALUMINIZED, 4' WIDE	7	EA		
FA6	9060-108-B-0	GATES, CHAIN LINK, ALUMINIZED, 6' TALL, DOUBLE 6" (12' WIDE)	3	EA		

ESTIMATED FENCING OPTION A BID AMOUNT _____

FENCING OPTION B

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
FB1	9060-108-A-0	CHAIN LINK FENCE, PVC COATED, 6' TALL (06A)	984	LF		
FB2	9060-108-A-0	CHAIN LINK FENCE, PVC COATED, 6' TALL (06B)	1,126	LF		
FB3	9060-108-A-0	CHAIN LINK FENCE, PVC COATED, 10' TALL (10A)	402	LF		
FB4	9060-108-A-0	CHAIN LINK FENCE, PVC COATED, 20' TALL (10B)	180	LF		
FB5	9060-108-B-0	GATES, CHAIN LINK, PVC COATED, 4' WIDE	7	EA		
FB6	9060-108-B-0	GATES, CHAIN LINK, PVC COATED, 6' TALL, DOUBLE 6" (12' WIDE)	3	EA		

ESTIMATED FENCING OPTION B BID AMOUNT _____

FIELD LIGHTING OPTION A

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
LA1	9100-108-B-0	FIELD LIGHTING, HID CONTROL SYSTEM AND DISTRIBUTION FOR 3 FIELDS	1	LS		
LA2	9100-108-C-0	FIELD LIGHTING POLES & LUMINAIRES, HID, SOFTBALL FIELD	1	LS		
LA3	9100-108-C-0	FIELD LIGHTING, HID - LITTLE LEAGUE FIELD 1	1	LS		

LA4	9100-108-C-0	FIELD LIGHTING, HID - LITTLE LEAGUE FIELD 2	1	LS		
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ESTIMATED FIELD LIGHTING OPTION A BID AMOUNT _____

FIELD LIGHTING OPTION B

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
LB1	9100-108-B-0	FIELD LIGHTING CONTROL SYSTEM AND DISTRIBUTION, 3 FIELDS, LED	1	LS		
LB2	9100-108-C-0	FIELD LIGHTING POLES & LUMINAIRES, LED, SOFTBALL FIELD	1	LS		
LB3	9100-108-C-0	FIELD LIGHTING POLES & LUMINAIRES, LED, LITTLE LEAGUE FIELD 1	1	LS		
LB4	9100-108-C-0	FIELD LIGHTING POLES & LUMINAIRES, LED, LITTLE LEAGUE FIELD 2	1	LS		

ESTIMATED FIELD LIGHTING OPTION B BID AMOUNT _____

DUGOUT OPTION A

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
DA1	9090-108-N-0	DUGOUT, LUMBER FRAMED, 10' DEEP x 32' WIDE	6	EA		
DA2	9090-108-O-0	TWO TIER DUGOUT BENCH, LUMBER, 24' LONG	6	EA		

ESTIMATED DUGOUT OPTION A BID AMOUNT _____

DUGOUT OPTION B

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
DB1	9090-108-P-0	CANTILEVER DUGOUT, 10' DEEP x 32' WIDE	6	EA		
DB2	9090-108-Q-0	TWO TIER DUGOUT BENCH, ALUMINUM, 24' LONG	6	EA		
DB3	9060-108-A-0	CHAIN LINK FENCE, ALUMINIZED, 6' TALL (06A)	264	LF		
DB4	9060-108-G-0	VERTICAL SLATTED WINDSCREEN MATERIAL, 6' TALL	265	LF		

ESTIMATED DUGOUT OPTION B BID AMOUNT _____

SURETY BOND NO. _____

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____ **Contractor** _____, as Principal (hereinafter the "Contractor" or "Principal") and as Surety are held and firmly bound unto _____ **Jurisdiction** _____, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ **Contract** _____ **Amount** _____ **DOLLARS** _____ **(\$)**

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the ____ day of ____, 2018 hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the following described improvements:

Cubby Park Improvements, Project No. 16-072

The extent of the work involved consists of grading, utilities, and parking lot paving for a new city park in the city of West Branch.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of

_____ **Contract Amount** _____ **DOLLARS** _____ **(\$)** which is the cost associated with those items shown on the proposal and in the Contract which require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Cedar County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be

interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in quadruplicate, this _____ day of _____, 2018.

Surety Countersigned By::

PRINCIPAL:

Signature of Iowa Resident
Commission Agent as Prescribed by
Chapter 515.52-57, Iowa Code.
(Required only if Attorney-in-Fact is
not also an Iowa Resident Commission
Agent).

Contractor

By

Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

Company Address

Surety Company

By

City, State, Zip Code

Signature Attorney-in-Fact Officer

Company Telephone Number

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment & maintenance bond must be original signatures in ink; copies or facsimile of any signature will not be accepted.
2. This bond must be sealed with the Surety's seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

NOTICE TO PROCEED

To: _____

Date: _____

Project: Cubby Park Improvements -
16-072

West Branch, Iowa

You are hereby notified to commence work in accordance with the Form of Contract dated _____ . You are to complete work by November 2, 2018.

Owner: City of West Branch

By: _____
Redmond Jones II
Title: City Administrator

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE TO PROCEED is hereby acknowledged
this _____ day of _____, 2018.

Company Name: _____
By: _____
Title: _____



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	December 4, 2017
AGENDA ITEM:	Resolution 1672 – Approving the Encroachment Agreement with Mid-America Pipeline Co., LLC
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Melissa Russell, Director of Parks and Recreation
DATE:	November 30, 2017

BACKGROUND:

Resolution accepting terms of an Encroachment Agreement related to a City Council Approved Development Agreement (Cubby Park Project).

STAFF RECOMMENDATION:	Approve Resolution / Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

"Turning Vision Into Reality is our Business"

RESOLUTION 1672

RESOLUTION APPROVING THE ENCROACHMENT AGREEMENT WIT MID-AMERICA PIPELINE CO., LLC

WHEREAS, the City of West Branch owns a certain tract of land located in Cedar County, Iowa and more particularly described as follows:

Being Outlot B, Cedar Addition, Part Two, West Branch, Cedar County, Iowa and the NW ¼ of the SE ¼ of Section 6, Township 79 North, Range 4 West of the 5th P.M., West Branch, Cedar County, Iowa and more particularly described in that certain Warranty Deed from PV Properties, LLC to City of West Branch, effective July 31, 2013 and recorded August 2, 2013 in Book 1183, Page 212 in the Cedar County Recorder's Office, Cedar County, Iowa (the "Property"); and

WHEREAS, Mid-America Pipeline Company LLC, holds a certain right of way and easement upon, over, under and through the Property, more particularly described in that certain Grant of Easement from Carl Sagert and Anna Bernice Sagert to Mid-America Pipeline Company recorded under document number 4206 in the Cedar County Recorder's Office, Cedar County, Iowa (the "Easement"); and

WHEREAS, Mid-America Pipeline Company LLC, owns and operates a pipeline that is located within the Easement and commonly known as line number 600-601-602, East Leg Mainline pipeline (the "Pipeline"; the Pipeline together with any related valves, meters, equipment, and other appurtenances, collectively the "Facilities") that runs through the Property pursuant to the Easement; and

WHEREAS, the City of West Branch desires to construct one (1) twenty-four foot (24') wide, eight inch (8") thick reinforced PCC surface rigid pavement parking lot main drive crossover; one (1) twenty-four inch (24") RCP storm sewer line; one (1) eight inch (8") SDR 26 PVC sanitary sewer line; and one (1) six inch DIP water main line as shown on the plans dated March 17, 2017 and attached hereto as Exhibit A under the Pipeline, which will encroach on the Easement (the "Encroachment"); and

WHEREAS, the City of West Branch also desires to obtain Mid-America Pipeline Company's consent to encroach on the Easement and Facilities; and

WHEREAS, Mid-America Pipeline Company LLC, is subject to the terms and conditions hereinafter stated, is willing to permit the Encroachment.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the Council, in consideration of the premises and mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mid-America Pipeline LLC hereby agrees to accommodate the Encroachment, subject to the following terms and conditions, and Mid-America Pipeline and the City of West Branch hereby agree as follows:

"Turning Vision Into Reality is our Business"

1. Recitals: The foregoing Recitals are hereby incorporated into and made part of this Agreement.

2. Assumption of Risk: The City of West Branch assumes all risks for damages, injuries, or loss to either property or persons, which may be incurred by the City of West Branch or its agents, invitees, guests, or licensees present on, or in the vicinity of, the Easement and in any way associated with the Encroachment. Any maintenance or improvements to or repairs of the Encroachment that may become necessary shall be the sole responsibility, and performed at the sole cost and expense, of the city. Furthermore the City of West Branch shall keep all portions of the Encroachment in good repair.

3. Construction Parameters: Construction activity of any kind, including, but not limited to, equipment movement, materials storage, boring, and digging that take place within the Easement will require 48 hours (two working days) prior notice to Iowa One-Call at 811. A Mid-America Pipeline Company LLC, representative must be present during any of the aforementioned construction activities and Landowner acknowledges that company's representative shall have full authority to stop any of the City of West Branch's excavation or construction related activities within the Easement if Mid-America Pipeline Company's representative, in his/her sole discretion, believes the city's activities could result in damage to the Facilities or pose a threat to the environment or public safety. The presence of Mid-America Pipeline Company's representative will not relieve the City of West Branch of any liability under this Resolution and attached Agreement.

Passed and approved this 4th day of December, 2017.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk

"Turning Vision Into Reality is our Business"

ENCROACHMENT AGREEMENT

STATE OF IOWA §
 §
COUNTY OF CEDAR §

This Encroachment Agreement (“Agreement”) is made and entered into by and between MID-AMERICA PIPELINE CO., LLC (hereinafter referred to as “Company”) whose mailing address is c/o Land Department, P.O. Box 4324, Houston, Texas 77210-4324 and physical address is c/o Land Department, 9420 W. Sam Houston Parkway N., Houston, Texas 77064-6317, and CITY OF WEST BRANCH, IOWA (hereinafter referred to as “Landowner”), whose address is 110 N. Poplar, West Branch, Iowa 52358, upon the following terms and conditions:

WITNESSETH:

WHEREAS, Landowner owns a certain tract of land located in Cedar County, Iowa and more particularly described as follows:

Being Outlot B, Cedar Addition, Part Two, West Branch, Cedar County, Iowa and the NW ¼ of the SE ¼ of Section 6, Township 79 North, Range 4 West of the 5th P.M., West Branch, Cedar County, Iowa and more particularly described in that certain Warranty Deed from PV Properties, LLC to City of West Branch, effective July 31, 2013 and recorded August 2, 2013 in Book 1183, Page 212 in the Cedar County Recorder’s Office, Cedar County, Iowa (the “Property”);

WHEREAS, Company holds a certain right of way and easement upon, over, under and through the Property, more particularly described in that certain Grant of Easement from Carl Sagert and Anna Bernice Sagert to Mid-America Pipeline Company recorded under document number 4206 in the Cedar County Recorder’s Office, Cedar County, Iowa (the “Easement”);

WHEREAS, Company owns and operates a pipeline that is located within the Easement and commonly known as line number 600-601-602, East Leg Mainline pipeline (the “Pipeline”; the Pipeline together with any related valves, meters, equipment, and other appurtenances, collectively the “Facilities”) that runs through the Property pursuant to the Easement;

WHEREAS, Landowner desires to construct one (1) twenty-four foot (24’) wide, eight inch (8”) thick reinforced PCC surface rigid pavement parking lot main drive crossover; one (1) twenty-four inch (24”) RCP storm sewer line; one (1) eight inch (8”) SDR 26 PVC sanitary sewer line; and one (1) six inch DIP water main line as shown on the plans dated March 17, 2017 and attached hereto as Exhibit A under the Pipeline, which will encroach on the Easement (the “Encroachment”);

WHEREAS, Landowner desires to obtain Company’s consent to encroach on the Easement and Facilities; and

WHEREAS, Company, subject to the terms and conditions hereinafter stated, is willing to permit the Encroachment.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees to accommodate the Encroachment, subject to the following terms and conditions, and Company and Landowner hereby agree as follows:

4. Recitals: The foregoing Recitals are hereby incorporated into and made part of this Agreement.

5. Assumption of Risk: Landowner assumes all risks for damages, injuries, or loss to either property or persons, which may be incurred by Landowner or its agents, invitees, guests, or licensees present on, or in the vicinity of, the Easement and in any way associated with the Encroachment. Any maintenance or improvements to or repairs of the Encroachment that may become necessary shall be the sole responsibility, and performed at the sole cost and expense, of Landowner. Landowner shall keep all portions of the Encroachment in good repair.

6. Construction Parameters: Construction activity of any kind, including, but not limited to, equipment movement, materials storage, boring, and digging that take place within the Easement will require 48 hours (two working days) prior notice to Iowa One-Call at 811. A Company representative must be present during any of the aforementioned construction activities and Landowner acknowledges that Company's representative shall have full authority to stop any of Landowner's excavation or construction related activities within the Easement if Company's representative, in his/her sole discretion, believes Landowner's activities could result in damage to the Facilities or pose a threat to the environment or public safety. The presence of Company's representative will not relieve Landowner of any liability under this Agreement.

7. **The following language must be conspicuously displayed on all drawings depicting the Pipeline(s):**

WARNING!

HIGH PRESSURE PIPELINE(S)

Excavation and/or Construction Prohibited without Prior Written Permission From
Mid-America Pipeline Co., LLC

8. Construction Parameters (continued): No equipment will be allowed to work over the Pipeline, unless approved by Company's representative. Company will require a **minimum of 72 hours written notice** prior to crossing the Pipeline with heavy equipment. Excavators must work/dig parallel to the Pipeline, and the buckets must have barred teeth. Any excavation within eighteen (18) inches plus half the diameter of the Pipeline will be done by hand; however, no mechanical excavation should ever be performed less than two (2) feet from the Pipeline. No vibratory compaction equipment is allowed within the Easement. Landowner's crossing(s) will be as close to ninety (90)

degrees as possible to the Pipeline, but not less than forty-five (45) degrees. Company will require physical verification of Pipeline depth of cover and alignment, at Landowner's expense, prior to work being performed near the Pipeline. The method of physical verification, whether hydro-excavation or other means, shall be coordinated and approved by Company's field representative. If the Pipeline is not at the anticipated alignment or depth, Landowner shall adjust the Encroachment accordingly at no expense to Company. A minimum of four feet and six inches (4'.6") of cover must be maintained over the Pipeline and shall include temporary two (2) foot thick Macadam "Bridging".

9. Roadway: Landowner will maintain a minimum of four (4) feet of cover between the top of the Pipeline and the top of the road surface(s). Landowner shall be responsible for all future damage to Proposed Mainline Drive including its replacement or restoration in the event that Company, or its designee, must access the Pipeline and/or associated right-of-way to perform routine or emergency maintenance.

10. Underground Pipelines and Utilities: All underground pipelines and utilities will be installed under the Pipeline. Landowner will install the aforementioned storm sewer line in such a way that a minimum vertical separation of seven feet (7') between the bottom of the Pipeline and the top of Landowner's storm sewer line is maintained. Landowner will install the aforementioned sanitary sewer line in such a way that a minimum vertical separation of six feet and six inches (6'-6") between the bottom of the Pipeline and the top of Landowner's sewer line is maintained. Landowner will install the aforementioned water main in such a way that a minimum vertical separation of three feet (3') between the bottom of the Pipeline and the top of Landowner's water main is maintained. Landowner shall include warning tape in accordance with the American Public Works Association (APWA) Uniform Color Code, above the storm sewer, sanitary sewer and water main lines, twelve inches (12") below ground and shall extend at least twenty feet (20') each direction measured from the crossing point. In coordination with and at the discretion of the Company's field representative, Landowner shall provide adequate pipeline support **every fifteen feet (15') of unsupported pipeline span, to include any exposed apparent circumferential joints, when exposing the Pipeline via open trench as it relates to the open trench construction for the aforementioned storm sewer line and aforementioned water main. COMPANY reserves the right to inspect and possibly recoat the exposed pipeline. The open trench shall be constructed in a manner that allows for safe manned entry into the trench per OSHA standards.** In regards to the aforementioned sanitary sewer line, in coordination with and at the discretion of the Company representative, Landowner shall provide adequate inspection potholes minimum thirty-six inches (36") below the Pipeline when installing the aforementioned eight inch (8") SDR 26 PVC sanitary sewer line via trenchless construction. All bore pits shall be outside the Pipeline right-of-way. In coordination and at the discretion of the Company representative, Landowner shall provide adequate inspection potholes minimum thirty-six inches (36") below the Pipeline when installing the aforementioned eight inch (8") SDR 26 PVC sanitary sewer line via trenchless construction. All bore pits shall be outside the Pipeline right-of-way.

11. Heavy Equipment: **Landowner will cross the Pipeline and/or Easement with heavy equipment at the APPROVED crossing areas ONLY.** Landowner will

place **Macadam Bridging** (copy of drawing attached as Exhibit C) over the Pipeline and/or Easement as determined by Company's field representative. **Landowner shall maintain minimum depth of four feet and six inches (4'-6") of cover over the Pipeline Easement.**

12. **Excavated Material:** **Excavated material will not be placed over the Pipeline nor within the Pipeline Easement.** Landowner agrees to clean up and repair all damages to the Easement resulting from the work on or across the Easement. Any and all damage repairs and cleanup of the Easement will be subject to Company's acceptance.

13. **Landscaping:** Large landscaping is not permitted on the Easement, including, but not limited to, trees, shrubs, and large landscaping with a mature untrimmed height greater than eighteen (18) inches. Company reserves the right to trim canopy of any trees or other vegetation adjacent to the Easement to prevent overhang onto the Easement.

14. **No Interference:** Landowner shall at all times conduct all of its activities within the Easement in such a manner as not to interfere with or impede in any manner whatsoever the operation of the Facilities and any related activities of Company. If at any time Company, in its sole discretion, determines that the safety, operation, or maintenance of the Facilities is adversely affected by the Encroachment, Company may take any and all necessary action to protect the Easement and Facilities from such adverse condition. In accordance with Section 13, Landowner shall promptly reimburse Company for its reasonable costs incurred in protecting or modifying the Facilities from, or to eliminate, such adverse condition.

15. INDEMNIFICATION

(A) GENERAL INDEMNITY: EXCEPT WITH RESPECT TO CLAIMS RELATING TO BODILY INJURY OR DEATH OF AN EMPLOYEE (AS DEFINED IN THE NEXT PARAGRAPH), LANDOWNER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS (COLLECTIVELY "**INDEMNIFY**") COMPANY, ITS AFFILIATES, PARTNERS, MEMBERS, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY THE "**INDEMNIFIED PARTIES**" OR INDIVIDUALLY AN "**INDEMNIFIED PARTY**") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, INJURIES, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES (COLLECTIVELY "**CLAIMS**"), FOR BODILY OR PERSONAL INJURIES, INCLUDING, BUT NOT LIMITED TO, DEATH, TO ANY PERSON OR DAMAGES TO OR DESTRUCTION OF PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF USE THEREOF, ACTUALLY OR ALLEGEDLY CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE ENCROACHMENT, THE CONSTRUCTION OF THE ENCROACHMENT, OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE OR REGULATION OR OTHER ACT OR OMISSION BY LANDOWNER OR ITS RESPECTIVE AGENTS, CONTRACTORS OR EMPLOYEES, OR ANY OTHER PARTY FOR WHOSE ACTS LANDOWNER IS LIABLE ("**LANDOWNER PARTY**"), AND INCLUDING, BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES INCURRED BY THE INDEMNIFIED PARTIES IN DEFENSE OF SUCH CLAIMS. LANDOWNER'S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN PART BY THE STRICT LIABILITY OR THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY, EVEN IF SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE OR PASSIVE, DIRECT OR INDIRECT OR CONCURRENT. THIS INDEMNITY AGREEMENT IS INTENDED TO INDEMNIFY THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE. **NOTWITHSTANDING THE FOREGOING, IF SUBCHAPTER C OF CHAPTER 151 OF THE TEXAS INSURANCE CODE**

APPLIES TO THIS AGREEMENT, THIS INDEMNITY PROVISION SHALL NOT APPLY TO THE EXTENT THAT IT REQUIRES LANDOWNER TO INDEMNIFY AN INDEMNIFIED PARTY AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE INDEMNIFIED PARTY, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNIFIED PARTY, OTHER THAN LANDOWNER OR ITS AGENTS, EMPLOYEES OR CONTRACTORS OF ANY TIER.

(B) INDEMNITY FOR EMPLOYEE CLAIMS: LANDOWNER AGREES TO AND SHALL INDEMNIFY THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF LANDOWNER OR ANY LANDOWNER PARTY OR THEIR RESPECTIVE AGENTS OR EMPLOYEES (COLLECTIVELY “EMPLOYEE” FOR THE PURPOSE OF THIS SECTION), ACTUALLY OR ALLEGEDLY CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE ENCROACHMENT THE CONSTRUCTION OF THE ENCROACHMENT, OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS DUE TO NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE OR REGULATION OR OTHER ACT OR OMISSION BY LANDOWNER OR ANY LANDOWNER PARTY OR THEIR RESPECTIVE AGENTS OR EMPLOYEES OR ANY OTHER PARTY FOR WHOSE ACTS LANDOWNER IS LIABLE. LANDOWNER’S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE STRICT LIABILITY OR THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY REGARDLESS OF WHETHER SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE OR PASSIVE, DIRECT OR INDIRECT, SOLE OR CONCURRENT. THIS INDEMNITY AGREEMENT IS INTENDED TO INDEMNIFY THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE.

16. **Reimbursement**: If at any time the existence, construction, operation, maintenance, relocation, or removal of the Encroachment causes Company to incur any cost that in any manner relates to Company’s operation, maintenance, removal, repair, replacement, protection, modification, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Facilities or Easement, or the cleanup or handling of any spills of petroleum products (individually and collectively, “Easement Operations”), Landowner agrees to reimburse Company for any and all such costs that would not have been incurred but for the existence of the Encroachment. Landowner hereby releases Company from and agrees that Company will not be held liable for any damages to the Encroachment arising from Easement Operations. Any sums Landowner is required to pay or reimburse to Company under this Agreement shall accrue interest at the lesser of the maximum legal rate or 18% per annum, beginning the 30th day after Company makes written demand to Landowner for same, until paid in full.

17. **Insurance**: Landowner shall maintain (and require its contractors to maintain, during the course of work on the Encroachment) insurance of the type, in the amount and under the terms set forth in Exhibit B attached hereto and made a part thereof. Certificates of Insurance on all policies shall be furnished to Company prior to (but not more than 30 days prior to) the time work on the Encroachment is commenced. Company shall be entitled to request and receive copies of all applicable policies and endorsements.

18. Removal: Company has the right to remove all or portions of the Encroachment as necessary in Company's discretion in its exercise of the rights granted to it under the Easement. Should Company need to remove any portion of the Encroachment within the Easement in order to conduct Easement Operations, Landowner shall pay for the cost of removing and replacing or reinstalling such removed portion of the Encroachment. Company shall not be responsible for any loss, damage, or replacement to the Encroachment or any associated equipment and facilities that exist within the Easement; and Landowner releases Company from all costs, losses, or damages directly or indirectly arising from Company's removal of any portion of the Encroachment.

19. No Waiver: The existence of the Encroachment does not constitute a waiver of Company's express rights under the Easement or any other rights which Company may have express or implied by law or equity.

20. No Additional Improvements: Except for the Encroachment, Landowner will not at any time erect, construct, or create any additional buildings, improvements, structures, or obstructions of any kind on, above, or below the surface of the Easement, or change the grade thereof, or cause or permit these things to be done by others, without the express prior written consent of Company, which consent may be withheld in Company's sole discretion. No structures or improvements, including, but not limited to, fences, water wells, septic systems, utility poles, light poles, buildings, houses, barns, garages, patios, swimming pools, or concrete or asphalt slabs, are permitted on the Easement. This Agreement provides only for the Encroachment, and any and all future encroachments require Company's prior review and written consent.

21. Termination: If Landowner is in breach of any terms or conditions set forth in this Agreement, Company, at its option, may terminate this Agreement upon ten (10) days written notice to Landowner unless such breach has been cured prior to the expiration of such ten (10) day period. In the event of such termination, Landowner shall immediately remove all of the Encroachment situated on the Easement, or if Landowner fails to remove all of the Encroachment, Company may, at its option, remove the Encroachment at Landowner's cost and expense and without any liability whatsoever. The failure by Company to exercise this termination option as to any particular breach shall not constitute a waiver of Company's future right to exercise this termination option as to the same or any future breach.

22. Legal Costs: In the event that Landowner breaches any of the terms, covenants, or provisions of this Agreement, and Company retains counsel and/or commences litigation to enforce any provisions of this Agreement and prevails, the cost of attorneys' fees and the attendant costs and expenses will be payable to Company by Landowner upon demand.

23. Runs with the Land: The terms, covenants and conditions of this Agreement constitute covenants running with the land and shall be binding upon and inure to the benefit of Company and Landowner, their heirs, legal representatives, successors and assigns.

24. Governance and Venue: This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without regard to any of its principles of conflicts of laws that would make applicable the laws of any other jurisdiction. Exclusive venue for any suit, action, or proceeding brought by either party in connection with this Agreement shall be in the state and federal courts located in Harris County, Texas. The parties each hereby irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in the state and federal courts situated in Harris County, Texas. **EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATED TO THIS AGREEMENT.**

25. Construction: If any term, covenant or condition of this Agreement is deemed invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, covenants or conditions of this Agreement shall remain in full force and effect. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

26. Amendment: This Agreement shall not be amended or modified in any manner, including the conduct of the parties, except by written instrument duly signed by Company and Landowner or their respective heirs, successors or assigns.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Company and Landowner and their respective heirs, legal representatives, successors and assigns.

28. Entire Agreement: This Agreement, including any exhibits hereto, constitute the entire agreement between Company and Landowner with respect to the Encroachment and supersedes and replaces any prior agreement, whether written or oral, between the Parties with respect thereto.

29. Counterparts: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed copy of this Agreement by facsimile, e-mail or other electronic means shall be effective as delivery of an original executed counterpart of this Agreement and shall be binding on the parties hereto and thereto. Any party delivering an executed counterpart of this Agreement by electronic means shall also physically deliver original executed counterparts of this Agreement in the manner and quantity as requested by Company or Company's counsel, but the failure to physically deliver such original executed counterparts shall not affect the validity, enforceability, and binding effect of this Agreement.

30. Notices: Any notice required by or permitted under this Agreement must be in writing. Any such notice will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in the opening paragraph of this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered to the other parties as provided herein.

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SIGNATURES CONTAINED ON NEXT PAGE

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

(COMPANY)

MID-AMERICA PIPELINE CO., LLC

By: _____

Michael D. Brown
Agent and Attorney-in-Fact

Date: _____

(LANDOWNER)

CITY OF WEST BRANCH, IOWA

By: _____

Name: _____

Title: _____

Date: _____

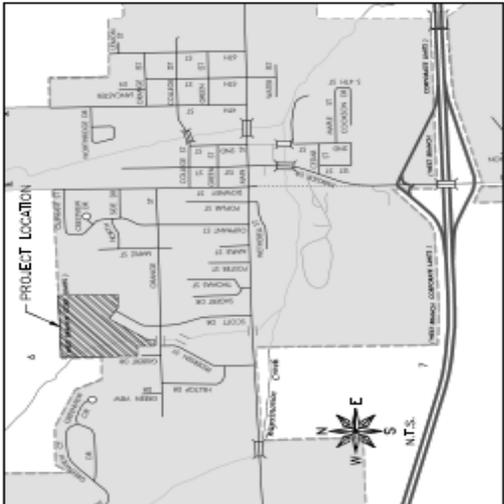
PEDERSEN VALLEY - PARK IMPROVEMENTS - PHASE 1 FOR CITY OF WEST BRANCH WEST BRANCH, IOWA 16-072

Sheet Number	Sheet Title
A.01	Title
A.02	Legend
A.03	Typical Sections
A.04	Site Map
A.05	General Overview, General Notes, and Supplemental Specs
A.06	PIPE (EQUIPMENT AND RESTROOM)
A.07	SWEEP
A.08	SWEEP MAP - INITIAL MASS SWEEPING AND UTILITE
A.09	SWEEP MAP - FINING AND PAVL
A.10	LANDSCAPE AND PARKING PLAN AND PROFILE
A.11	LANDSCAPE AND PARKING PLAN AND PROFILE
A.12	ACCESSORY DRIVE AND PARKING PLAN AND PROFILE
A.13	INTERSECTION PLANS
A.14	CONCRETE SITE MAP
A.15	SITE CHANGING
A.16	SITE CHANGING
A.17	SITE CHANGING
A.18	STORM SEWER PLAN & PROFILE
A.19	STORM SEWER PLAN & PROFILE
A.20	STORM SEWER PLAN & PROFILE
A.21	STORM SEWER PLAN & PROFILE
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A.99	STORM SEWER PLAN & PROFILE
A.100	STORM SEWER PLAN & PROFILE



THIS PROJECT IS GOVERNED BY IOWA PUBLIC WORKS GENERAL ORDER NO. 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST BRANCH AND THE IOWA DEPARTMENT OF TRANSPORTATION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST BRANCH AND THE IOWA DEPARTMENT OF TRANSPORTATION.



CITY: WEST BRANCH
ADDRESS: 100 N. Maple Street
PO BOX: 218
West Branch, Iowa 52508
PH: 319.643.2600
F: 319.643.2300

NAME: Robert L. Luchter
ADDRESS: 100 N. Maple Street
PO BOX: 218
West Branch, Iowa 52508
PH: 319.643.2600
F: 319.643.2300

UTILITY TYPE: CITY OF WEST BRANCH, IA
BE-TYPE: ALJANT ENERGY
BE-NAME: NE-MAN
BE-AGE: ALJANT ENERGY
BE-CALL: NE-MAN
BE-PROVE: ENERGY PRODUCTS
BE-PRODUCER: JOHN WELLES
BE-PRODUCER: DAVID GERRARD



CITY OF WEST BRANCH, IOWA

THIS ENGINEERING DOCUMENT HAS BEEN REVIEWED BY THE JURISDICTION AND IS RECOMMENDED FOR FILING WITH THE CITY CLERK.



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.

Nathan P. Kass, P.E. & P.L.S.
 License Number 18689
 My license renewal date is December 31, 2017.
 Pages or sheets covered by this seal: 2/1

DATE: 3/17/2017
REVISIONS:
NO.:
DATE:
BY:
DESCRIPTION:
DATE:
BY:
DESCRIPTION:
DATE:
BY:
DESCRIPTION:



ILLINOIS IOWA WISCONSIN

375 COLLINS ROAD NE, SUITE 105
 CEDAR RAPIDS, IA 52402
 PH (319) 294-6909
 FX (319) 294-5133

ABBREVIATIONS

SYMBOLS

UTILITIES

TRAFFIC RELATED

HEALTH STATISTICS

SECTIONS

LEGEND

BY THE CHECK

DATE

JOB NAME

JOB NUMBER

REV NUMBER

DATE

JOB NAME

JOB NUMBER

REV NUMBER

DATE

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

CITY OF WEST BRANCH
110 NORTH POPLAR STREET
WEST BRANCH, IOWA 52358

FRANK AND MARYS
REDDEN VALLEY PARK
IMPROVEMENTS - PHASE 1
WEST BRANCH, IOWA

DATE: A.S.
APPROVED BY: N.M.
DATE: 2/17/2017
SCALE: AS NOTED

REVISIONS

NO. DESCRIPTION DATE

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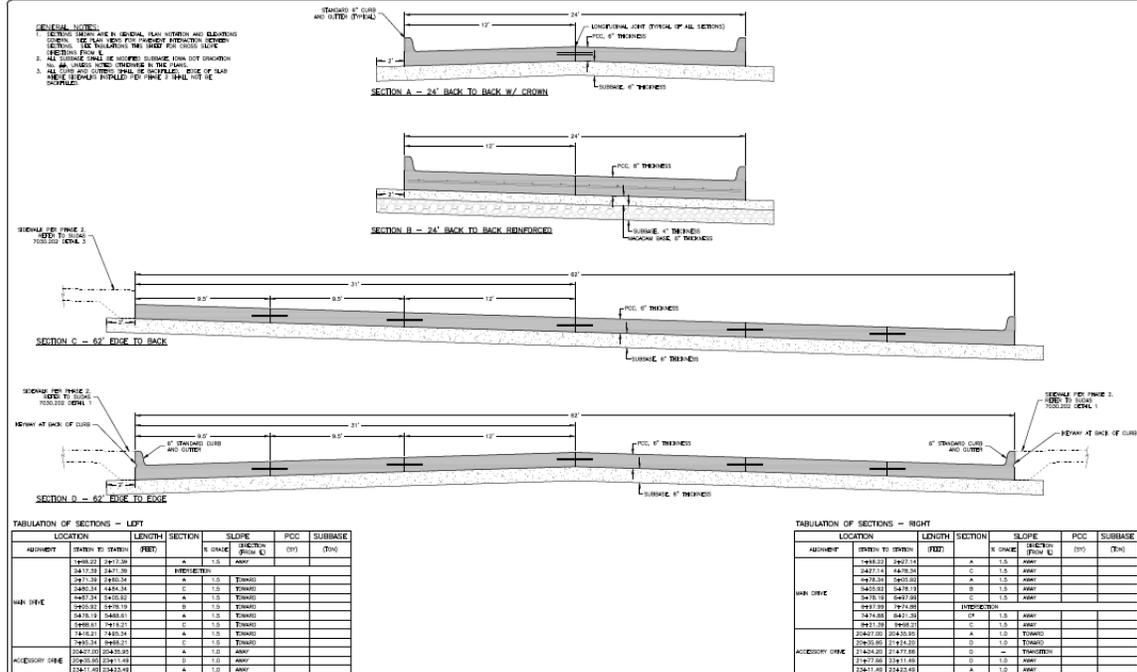
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FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

CITY OF WEST BRANCH
110 NORTH POPLAR STREET
WEST BRANCH, IOWA 52358

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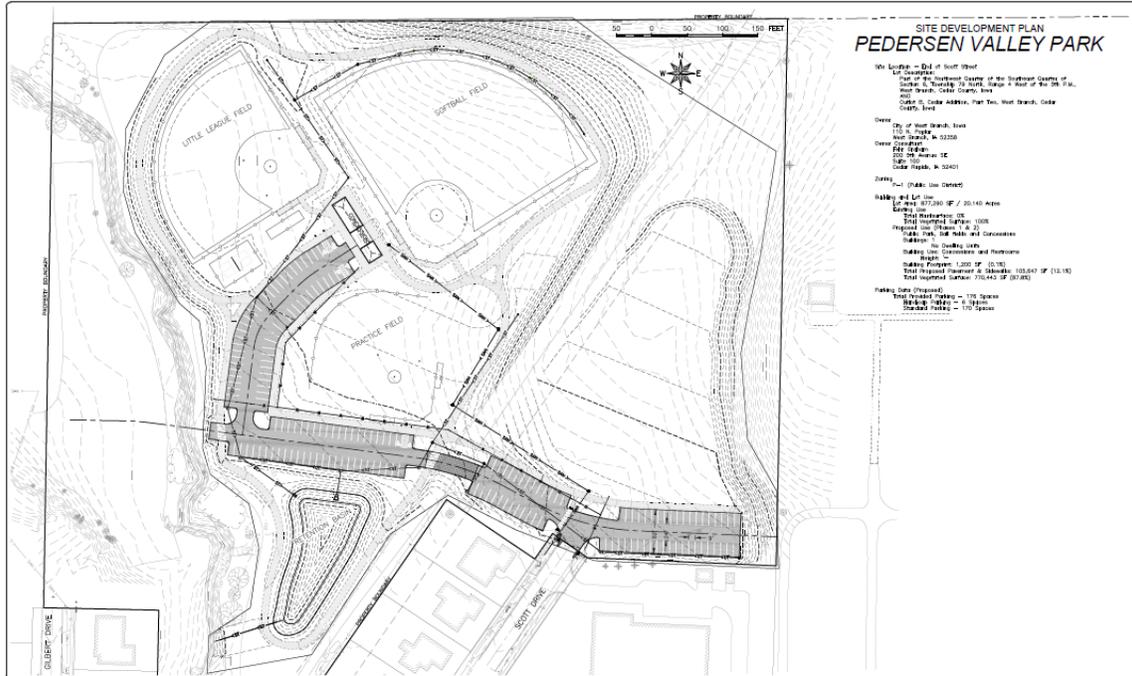
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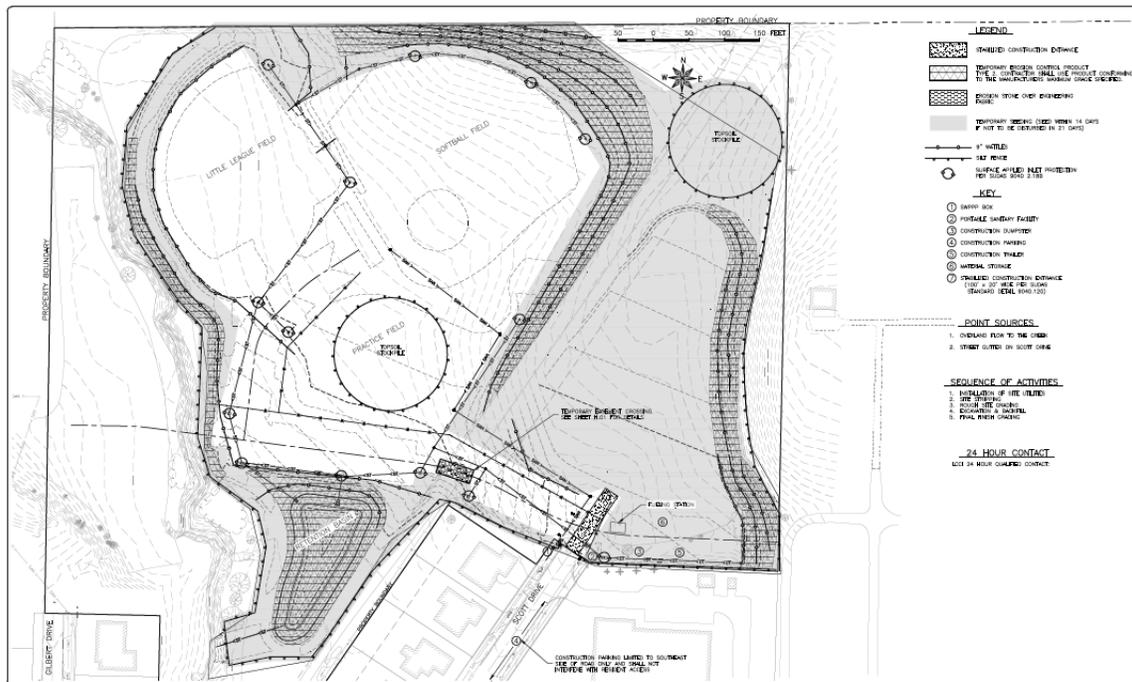
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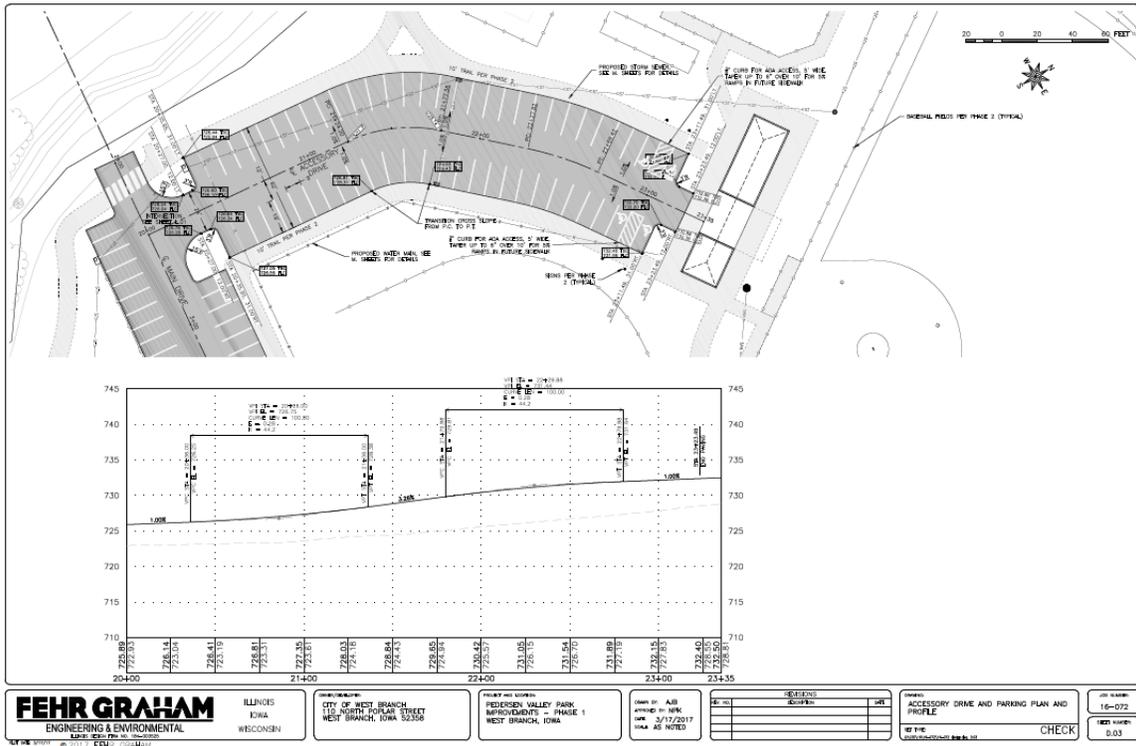
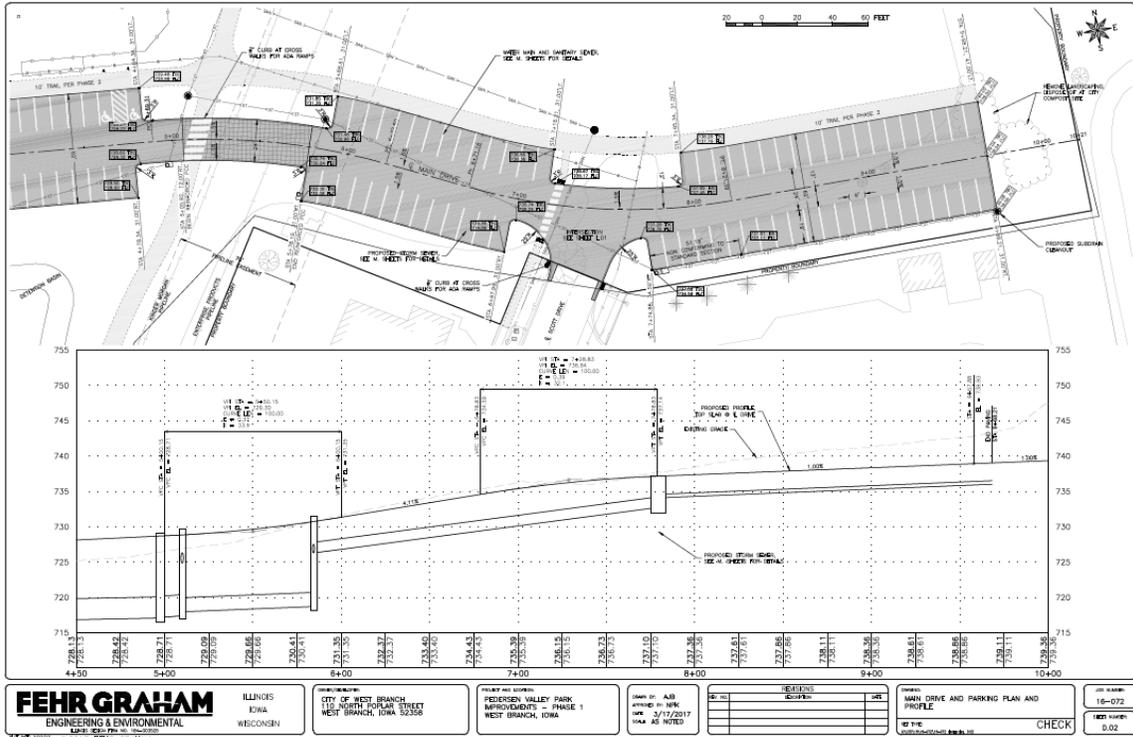


FEHR GRAHAM ENGINEERING & ENVIRONMENTAL <small>MADE POSSIBLE BY THE</small>	ILLINOIS	CITY OF WEST BRANCH 115 NORTH FORBES STREET WEST BRANCH, IOWA 52256	PROJECT AND LOCATION	DATE OF A/E/EN	REVISIONS	ISSUED	JOB NUMBER
	IOWA		PEDERSEN VALLEY PARK IMPROVEMENTS - PHASE 1 WEST BRANCH, IOWA	DRAWN BY: ABB APPROVED BY: NPK DATE: 3/17/2017 SCALE: AS NOTED	NO. 101 NO. 102 NO. 103	DATE: 3/17/2017 SCALE: AS NOTED	SHEET NUMBER 16-072

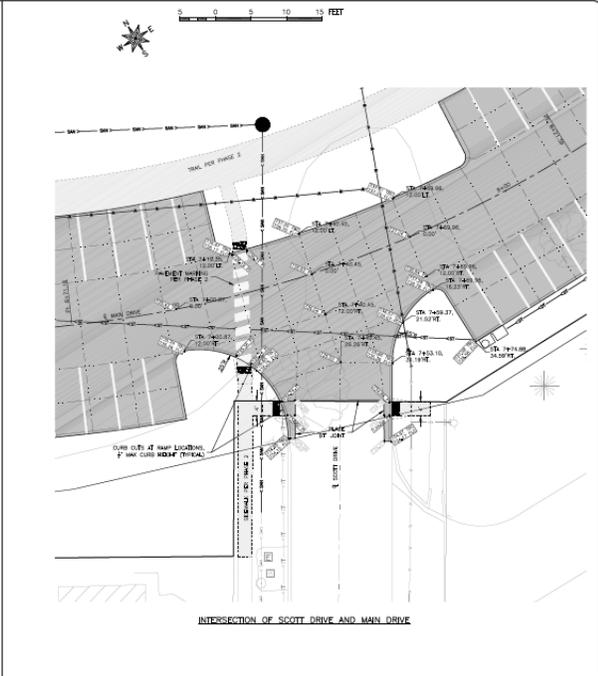
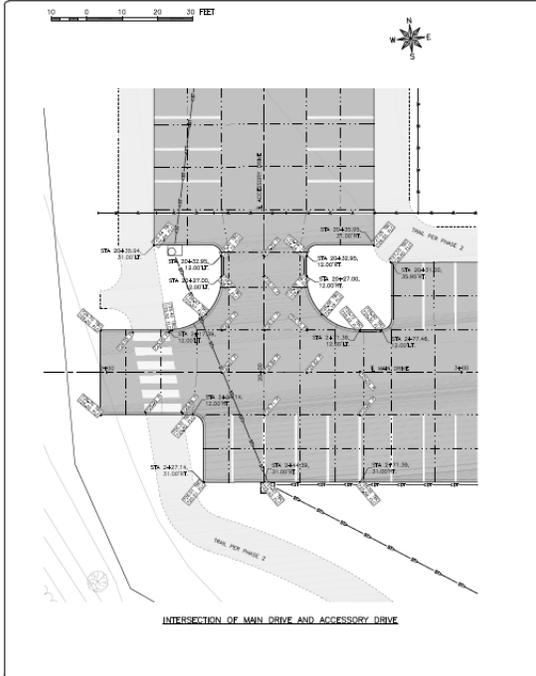


FEHR GRAHAM ENGINEERING & ENVIRONMENTAL <small>MADE POSSIBLE BY THE</small>	ILLINOIS	CITY OF WEST BRANCH 115 NORTH FORBES STREET WEST BRANCH, IOWA 52256	PROJECT AND LOCATION	DATE OF A/E/EN	REVISIONS	ISSUED	JOB NUMBER
	IOWA		PEDERSEN VALLEY PARK IMPROVEMENTS - PHASE 1 WEST BRANCH, IOWA	DRAWN BY: ABB APPROVED BY: NPK DATE: 3/17/2017 SCALE: AS NOTED	NO. 101 NO. 102 NO. 103	DATE: 3/17/2017 SCALE: AS NOTED	SHEET NUMBER 16-072

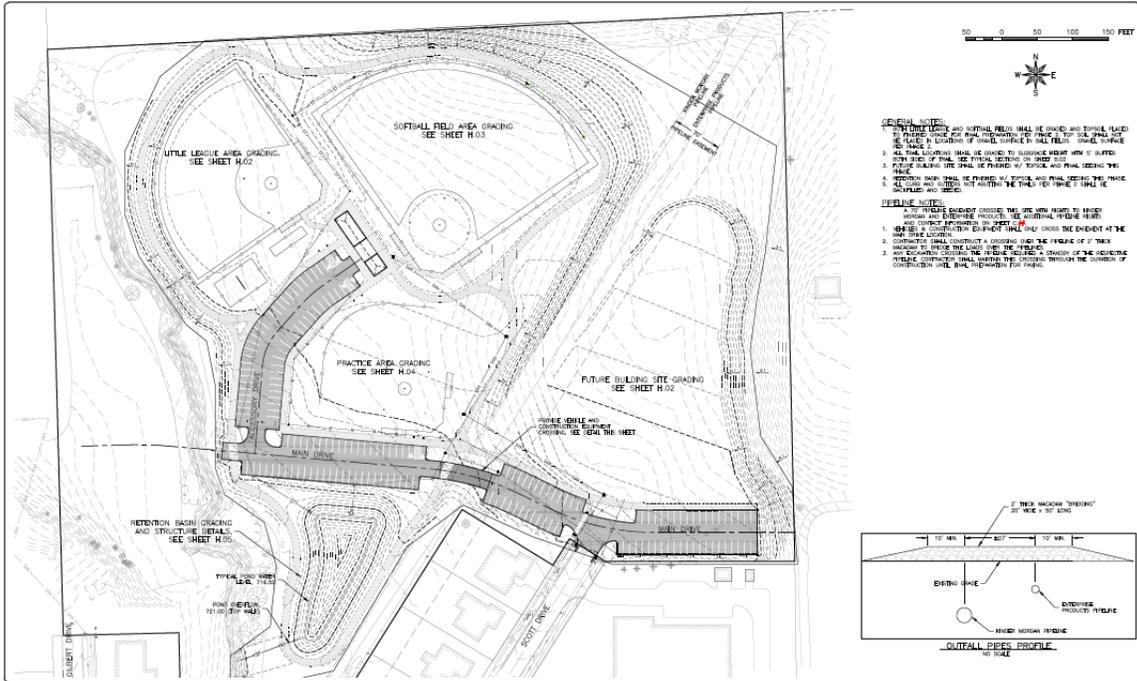
"Turning Vision Into Reality is our Business"



"Turning Vision Into Reality is our Business"

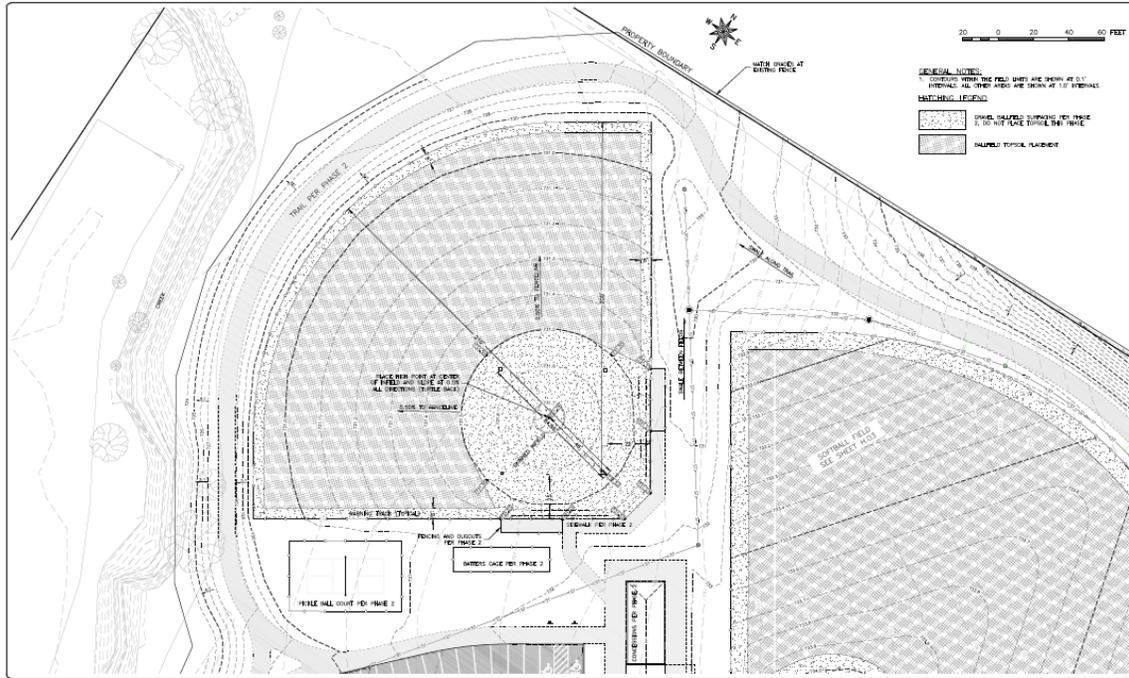


FEHR GRAHAM ENGINEERING & ENVIRONMENTAL <small>MADEIRA VILLAGE, ILLINOIS</small>	ILLINOIS	PROJECT NO. 15017 CITY OF WEST BRANCH 150 NORTH POLAR STREET WEST BRANCH, IOWA 52358	PROJECT AND ADDRESS: FEDERSON VALLEY PARK IMPROVEMENTS - PHASE 1 WEST BRANCH, IOWA	DRAWN BY: ABB APPROVED BY: NPK DATE: 2/17/2017 IOWA AS NOTED	SHEET NO. 15017-012	SHEETS 15017-011 15017-012 15017-013	DRAWN: INTERSECTION PLANS BY THE ARCHITECT/ENGINEER:	CHECKED:	JOB NUMBER: 15017-012 SHEET NUMBER: L-01
	IOWA WISCONSIN				DATE: 2/17/2017 IOWA AS NOTED	CHECKED:	JOB NUMBER: 15017-012 SHEET NUMBER: L-01		

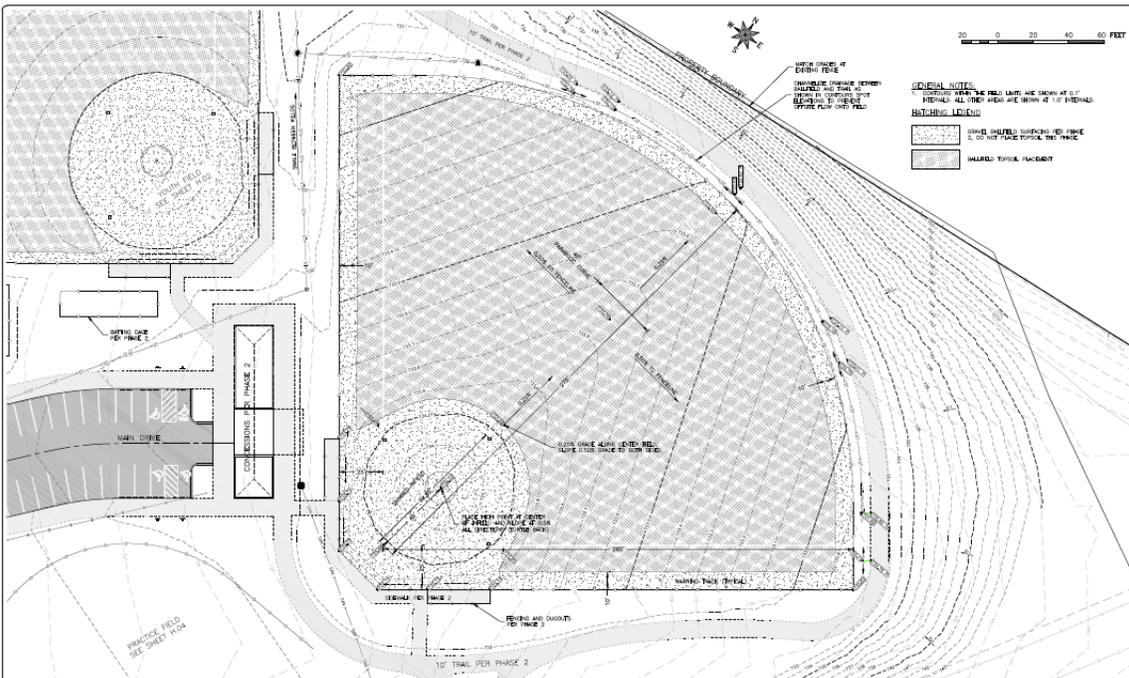


FEHR GRAHAM ENGINEERING & ENVIRONMENTAL <small>MADEIRA VILLAGE, ILLINOIS</small>	ILLINOIS	PROJECT NO. 15017 CITY OF WEST BRANCH 150 NORTH POLAR STREET WEST BRANCH, IOWA 52358	PROJECT AND ADDRESS: FEDERSON VALLEY PARK IMPROVEMENTS - PHASE 1 WEST BRANCH, IOWA	DRAWN BY: ABB APPROVED BY: NPK DATE: 2/17/2017 IOWA AS NOTED	SHEET NO. 15017-013	SHEETS 15017-011 15017-012 15017-013	DRAWN: GRADING SITE MAP BY THE ARCHITECT/ENGINEER:	CHECKED:	JOB NUMBER: 15017-012 SHEET NUMBER: H-01
	IOWA WISCONSIN				DATE: 2/17/2017 IOWA AS NOTED	CHECKED:	JOB NUMBER: 15017-012 SHEET NUMBER: H-01		

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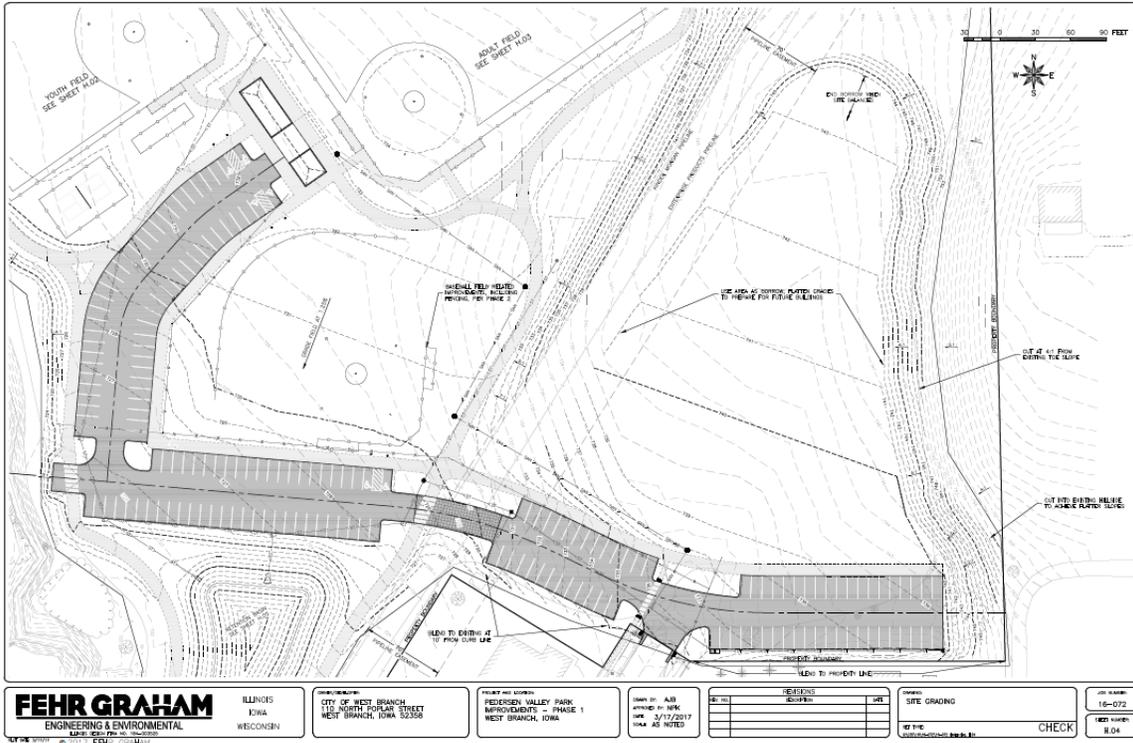


FEHR GRAHAM ENGINEERING & ENVIRONMENTAL ILLINOIS IOWA WISCONSIN <small>© 2017 FEHR GRAHAM</small>	CITY OF WEST BRANCH 115 NORTH POPLAR STREET WEST BRANCH, IOWA 52358	PROJECT AND ADDRESS FREDERSEN VALLEY PARK IMPROVEMENTS - PHASE 1 WEST BRANCH, IOWA	DRAWN BY: ABB CHECKED BY: NMM DATE: 2/17/2017 SCALE AS NOTED	SHEET NO. _____ OF _____	SHEET TITLE SITE GRADING	JOB NUMBER 16-072
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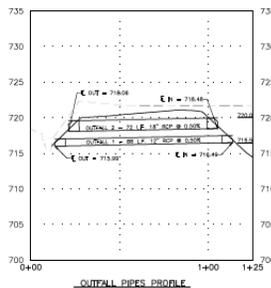
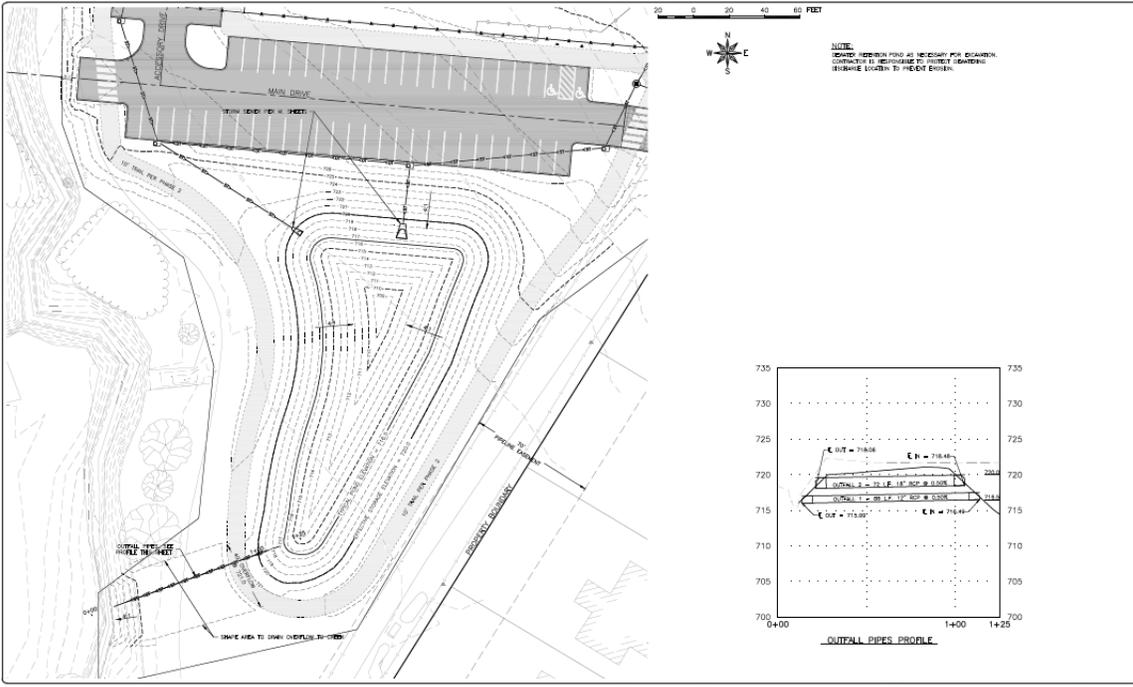


FEHR GRAHAM ENGINEERING & ENVIRONMENTAL ILLINOIS IOWA WISCONSIN <small>© 2017 FEHR GRAHAM</small>	CITY OF WEST BRANCH 115 NORTH POPLAR STREET WEST BRANCH, IOWA 52358	PROJECT AND ADDRESS FREDERSEN VALLEY PARK IMPROVEMENTS - PHASE 1 WEST BRANCH, IOWA	DRAWN BY: ABB CHECKED BY: NMM DATE: 2/17/2017 SCALE AS NOTED	SHEET NO. _____ OF _____	SHEET TITLE SITE GRADING	JOB NUMBER 16-072
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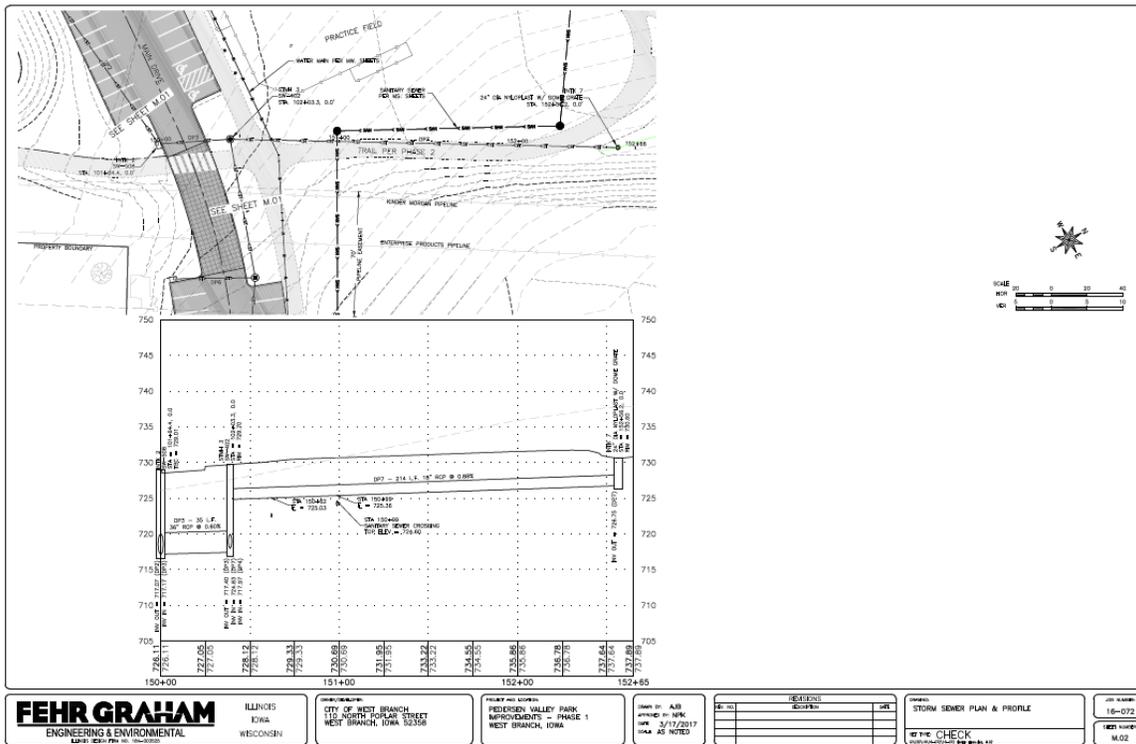
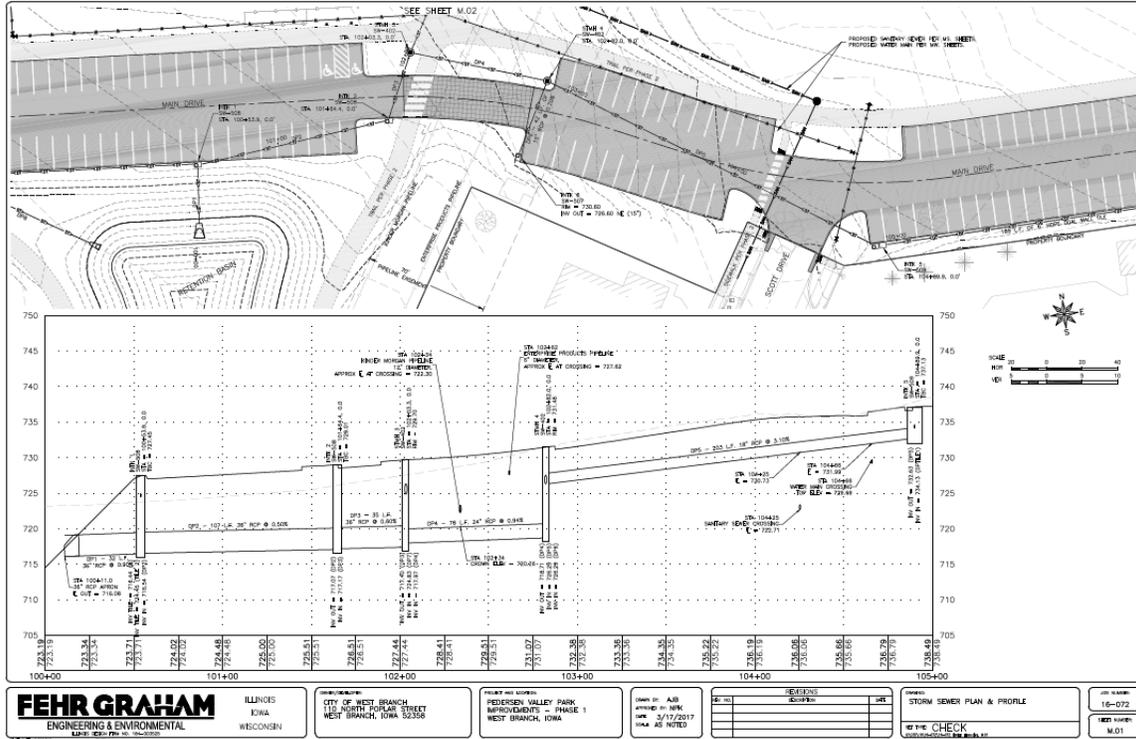


FEHR GRAHAM ENGINEERING & ENVIRONMENTAL <small>ILLINOIS IOWA WISCONSIN</small>	CITY OF WEST BRANCH 151 NORTH POPLAR STREET WEST BRANCH, IOWA 52358	PROJECT AND LOCATION: FREDERICK VALLEY PARK IMPROVEMENTS - PHASE 1 WEST BRANCH, IOWA	DRAWN BY: AJS APPROVED BY: NPK DATE: 3/17/2017 SCALE: AS NOTED	SHEETS 15-072	PROJECT SITE GRADING	CHECKED BY NPK	JOB NUMBER 15-072
				OF THIS PROJECT 15-072	CHECKED BY NPK	JOB NUMBER 15-072	

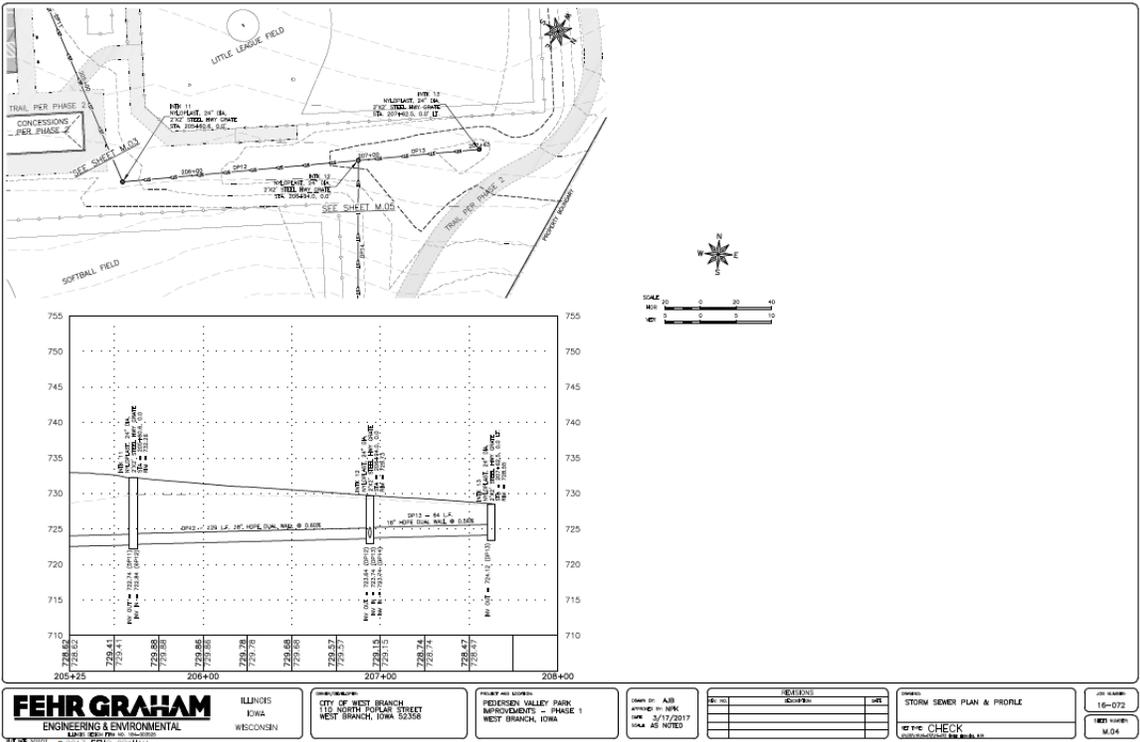
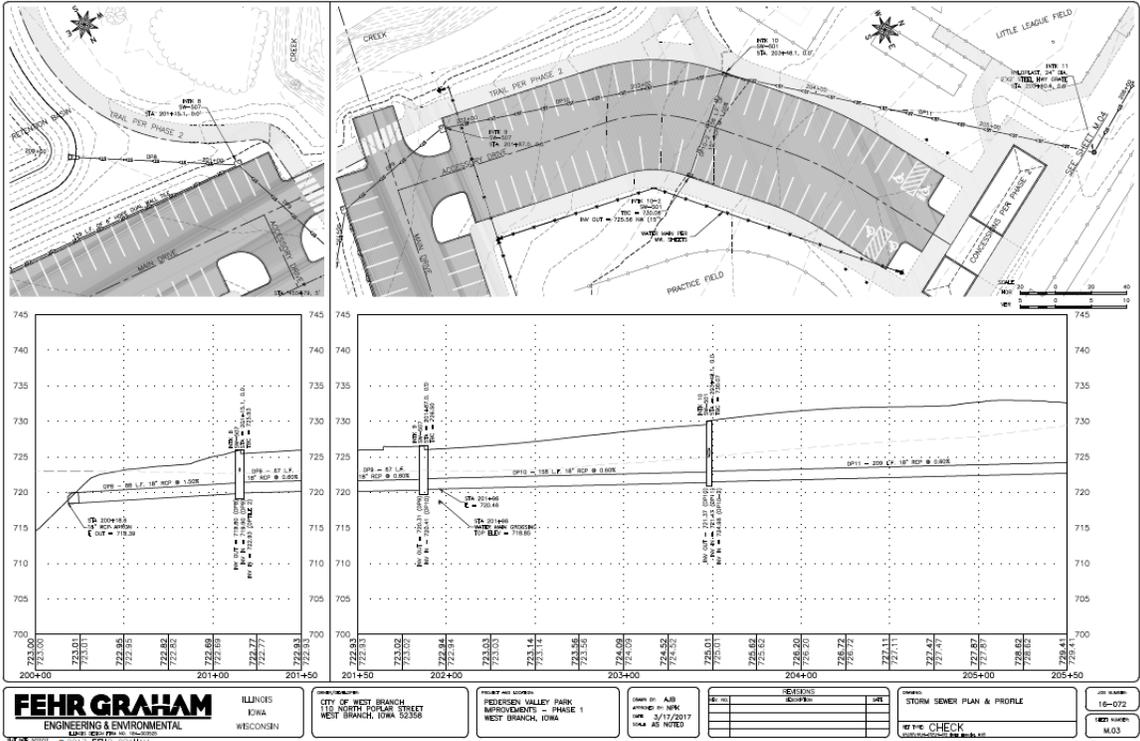


FEHR GRAHAM ENGINEERING & ENVIRONMENTAL <small>ILLINOIS IOWA WISCONSIN</small>	CITY OF WEST BRANCH 151 NORTH POPLAR STREET WEST BRANCH, IOWA 52358	PROJECT AND LOCATION: FREDERICK VALLEY PARK IMPROVEMENTS - PHASE 1 WEST BRANCH, IOWA	DRAWN BY: AJS APPROVED BY: NPK DATE: 3/17/2017 SCALE: AS NOTED	SHEETS 15-072	PROJECT SITE GRADING	CHECKED BY NPK	JOB NUMBER 15-072
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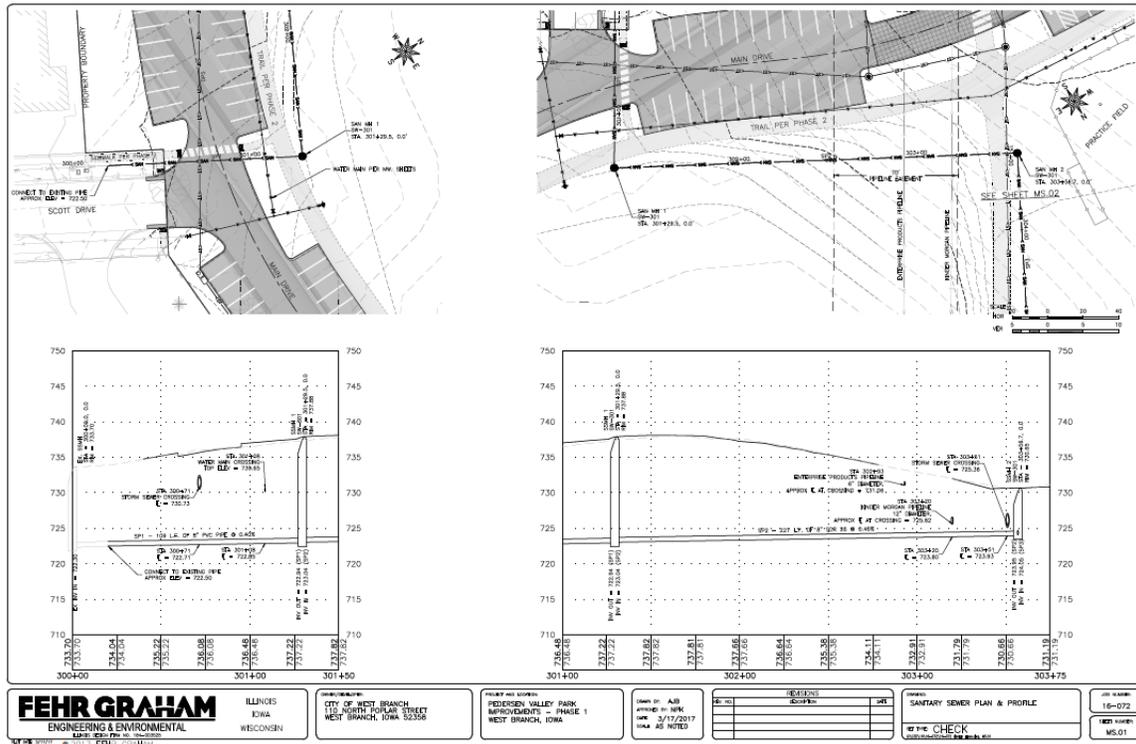
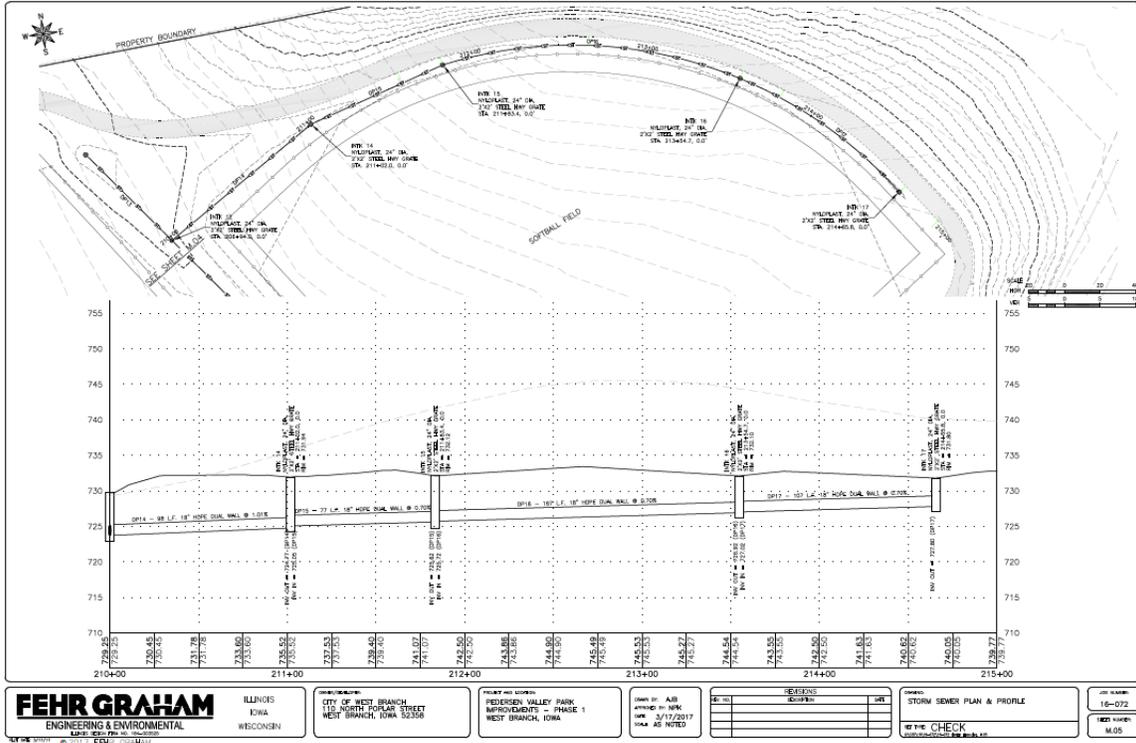
"Turning Vision Into Reality is our Business"



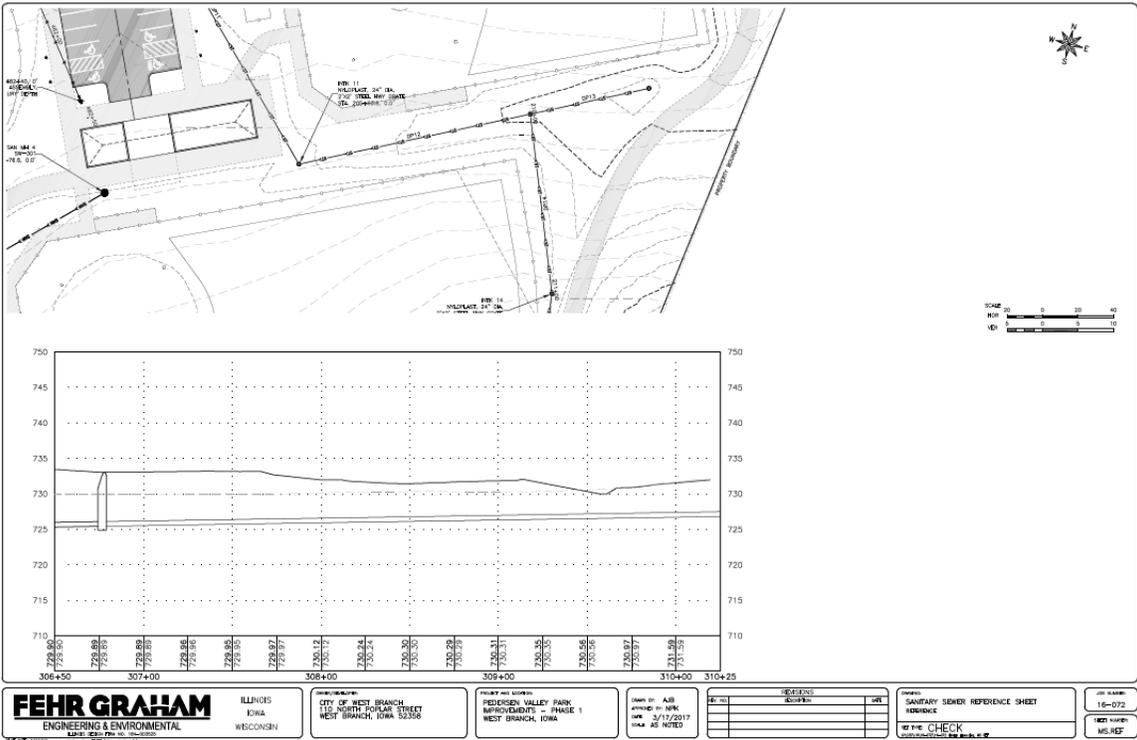
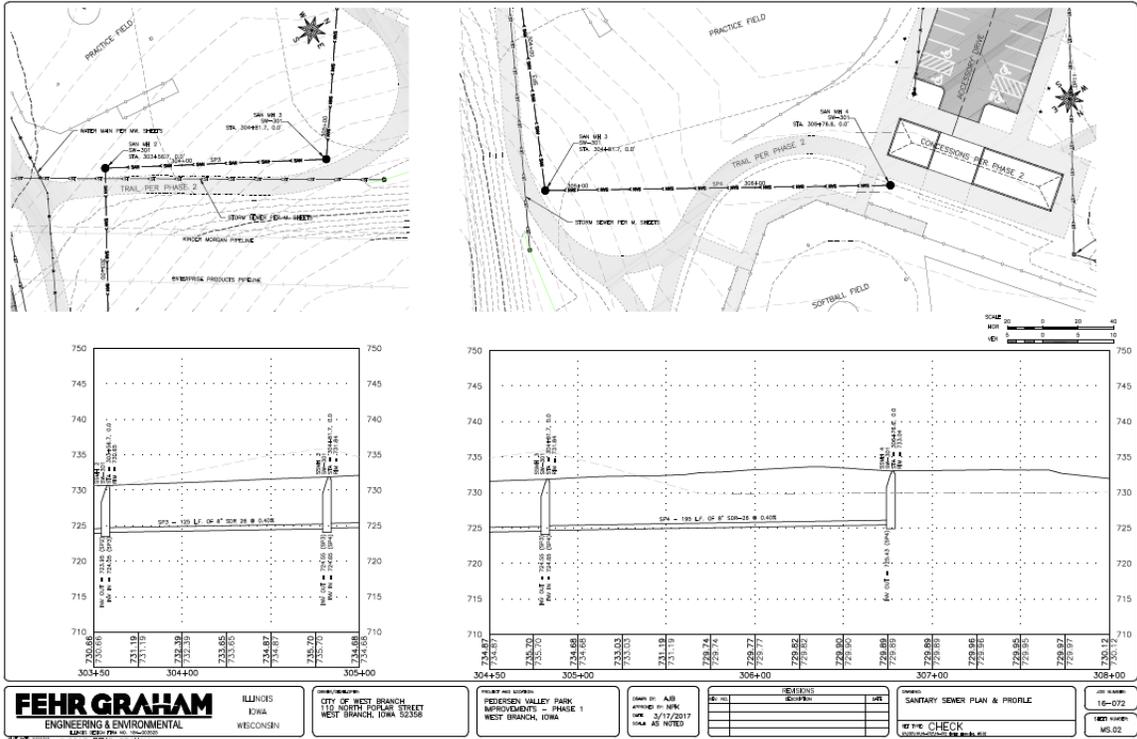
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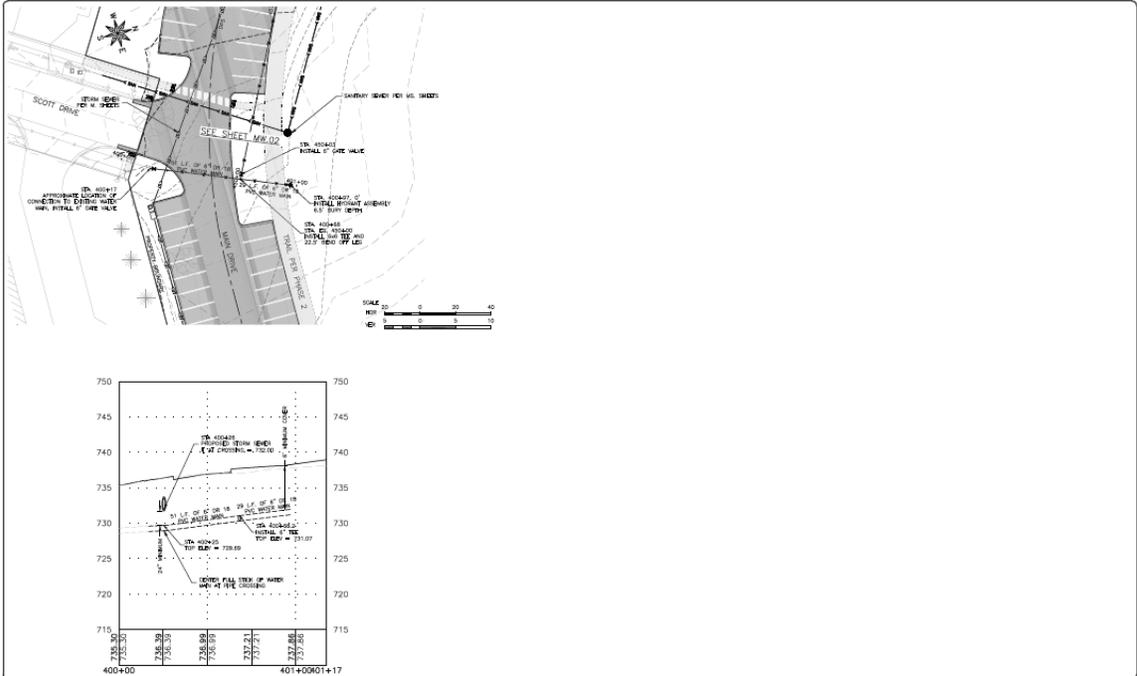
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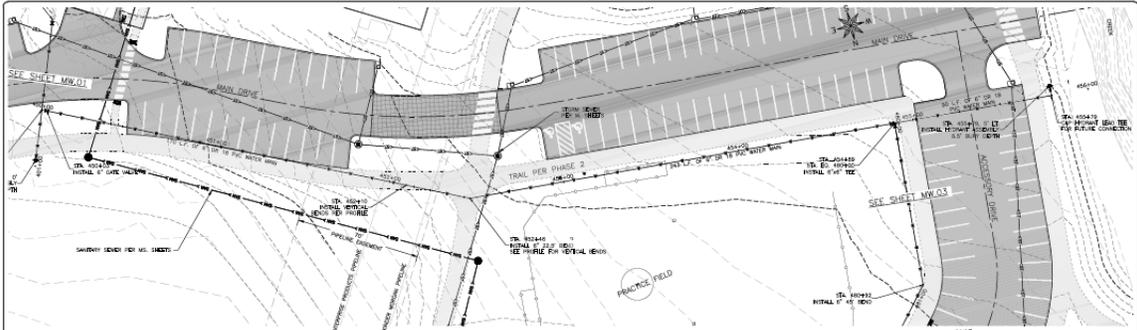
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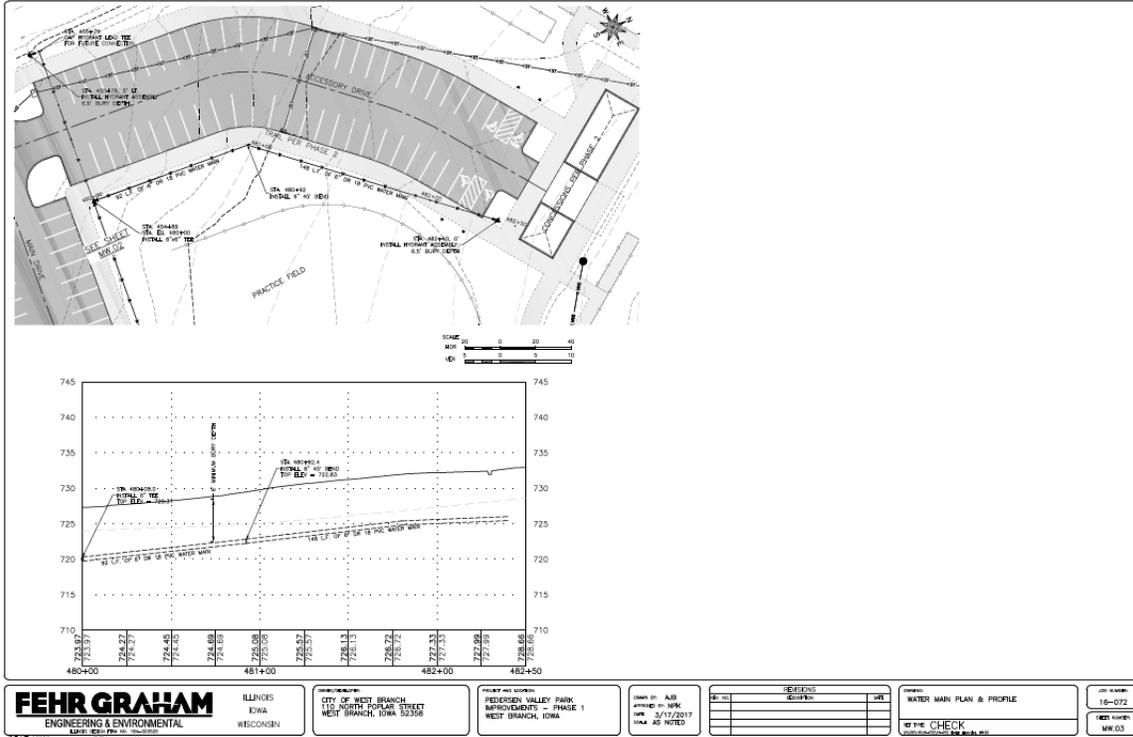


FEHR GRAHAM ENGINEERING & ENVIRONMENTAL <small>ILWACO, OREGON</small>	ILLINOIS	CITY OF WEST BRANCH 100 NORTH POPLAR STREET WEST BRANCH, IOWA 52358	PROJECT NO. 00000 FEDERSEN VALLEY PARK IMPROVEMENTS - PHASE 1 WEST BRANCH, IOWA	DRAWN BY: AJS APPROVED BY: NEM DATE: 2/17/2017 SCALE AS NOTED	SHEET NO. 16-072	WATER MAIN PLAN & PROFILE MW.02
	INDIANA				SHEET NO. 16-072	



FEHR GRAHAM ENGINEERING & ENVIRONMENTAL <small>ILWACO, OREGON</small>	ILLINOIS	CITY OF WEST BRANCH 100 NORTH POPLAR STREET WEST BRANCH, IOWA 52358	PROJECT NO. 00000 FEDERSEN VALLEY PARK IMPROVEMENTS - PHASE 1 WEST BRANCH, IOWA	DRAWN BY: AJS APPROVED BY: NEM DATE: 2/17/2017 SCALE AS NOTED	SHEET NO. 16-072	WATER MAIN PLAN & PROFILE MW.03
	INDIANA				SHEET NO. 16-072	

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EXHIBIT "B"

Insurance Requirements

- A. Payor agrees to procure and maintain, and shall require all Contractors to procure and maintain, insurance coverages in the kinds and amounts, and with deductibles reasonably acceptable as set forth below:
- (i) Worker's Compensation Insurance, including occupational disease coverage, in accordance with the benefits afforded by the statutory worker's compensation acts applicable to the state, territory or district of hire, supervision or place of accident.
 - (ii) Employer's Liability Insurance in an amount not less than \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.
 - (iii) Commercial General Liability Insurance with a single limit of liability for bodily injury or property damage of \$1,000,000 per occurrence (\$2,000,000 Aggregate) on ISO Coverage Form CG 00 01 (or equivalent), such coverage to include products/completed operations liability, premises/operations, independent contractors, broad form bodily injury and property damage, personal injury, explosion, blanket contractual liability and sudden and accidental pollution liability.
 - (iv) Business Automobile Liability Insurance covering all owned, non-owned, leased, rented, and hired motor vehicles, including coverage for loading and unloading, used in the performance of this Agreement, with limits of not less than \$1,000,000 combined single limit.
 - (v) Excess Liability Insurance with limits of not less than \$5,000,000 per occurrence and in the aggregate providing additional limits of insurance to the coverage described in subsections ii, iii and iv above.
- B. All required insurance shall:
- (i) except Worker's Compensation or Employer's Liability insurance, name Enterprise, its directors, employees, agents and representatives (collectively, the "Enterprise Indemnified Parties") as an additional insured;
 - (ii) not contain exclusions for claims arising out of the negligence of any Enterprise Indemnified Parties as an additional insured; and
 - (iii) be endorsed as primary and non-contributing to any other insurance policies carried by Enterprise with respect to Payor's operations.
- C. Except where prohibited by law, all policies of insurance pertaining to this Agreement which are procured, held or maintained by Payor or any Contractor, whether required by this Agreement or not, shall be endorsed to provide that the underwriters or insurers waive any and all rights of subrogation against the Enterprise Indemnified Parties.
- D. Payor shall:
- (i) simultaneously with its execution of this Agreement, provide to Enterprise Certificates of Insurance for itself and each of its Contractors on a standard ACORD form signed by an authorized representative evidencing the coverages, limits, endorsements and extensions required herein for Enterprise and each entity required to be named as an additional insured herein; and
 - (ii) deliver, or require to be delivered, to Enterprise a renewal certificate not less than ten (10) days before policy expiration.

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	December 4, 2017
AGENDA ITEM:	Resolution 1671 – To Fix a Date of Meeting for a Public Hearing on Amending the Current Budget for the Fiscal Year Ending June 30, 2018.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Gordon Edger, Financial Officer
DATE:	November 30, 2017

BACKGROUND:

The West Branch Fire Department has entered into a purchase agreement for the purchase of a new fire truck. It had been anticipated that the truck would be purchased in Fiscal Year 2019 but due to early payment discounts received, the truck will be purchased in FY 2018. The purchase will be funded by Fire Department Apparatus Reserves, operating budget and an intra-fund loan. The intra-fund loan will be paid back with the sale of a fire truck.

STAFF RECOMMENDATION:	Approve Resolution / Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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RESOLUTION 1671

TO FIX A DATE OF MEETING FOR A PUBLIC HEARING ON AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018.

WHEREAS, budget estimates may be amended and increased as the need arises to permit appropriation and expenditure of unexpended cash balances on hand and unanticipated revenues; and;

WHEREAS, such amendments may be considered and adopted at any time during the fiscal year covered by the budget (but prior to May 31) by filing the amendments and upon publishing them and giving notice of the public hearing in the manner required in the State Code; and;

WHEREAS, the City Council intends to amend the budget to provide for the following: Purchase of a fire truck.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of West Branch, Iowa, as follows:

Section 1. This Council shall meet on the 18th day of December, 2017, at the City Council Chambers located at 110 N. Poplar Street, in the City, at 7:00 o'clock p.m., at which time and place a public hearing will be held on the question of amending the current budget for the fiscal year ending June 30, 2018.

Section 2. The City Clerk is hereby directed to give notice of the proposed action for amending the current budget for the fiscal year ending June 30, 2018, the time when and place where the said meeting will be held, by publication at least once, and not less than 10 nor more than 20 days before the date of said meeting, in a legal newspaper published at least once weekly, and of general circulation in the City. The notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2017-2018 CITY
BUDGET**

Form 653.C1

The City Council of	West Branc	h	in	CEDAR & JOHNSON	County,
will meet at	City Council Chambers, 110 N Poplar St,			West Branch, Iowa	Iowa
at	7:00	o	12/18/201		
	p.m.	n	7		
	(hour)		(Date)		
,for the purpose of amending the current budget of the city for the fiscal	year ending June 30,				2018
					(year)

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by changing estimates of revenue and expenditure appropriations in the following programs for the reasons given. Additional details are available at the City Clerk's Office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendmen t	Total Budget after Current Amendmen t
<u>Revenues & Other Financing Sources</u>				
Taxes Levied on Property	1	1,635,553	0	1,635,553
Less: Uncollected Property Taxes- Levy Year	2	0	0	0
Net Current Property Taxes	3	1,635,553	0	1,635,553
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	250,000	0	250,000
Other City Taxes	6	196,308	0	196,308
Licenses & Permits	7	41,897	0	41,897
Use of Money and Property	8	4,150	0	4,150
Intergovernmental	9	1,070,407	0	1,070,407
Charges for Services	0	1,082,074	0	1,082,074
Special Assessments	1	0	0	0
Miscellaneous	2	40,910	0	40,910
Other Financing Sources	3	3,517,568	0	3,517,568
Tranfers In	4	614,146	0	614,146
Total Revenues and Other Sources	5	8,453,013	0	8,453,013
<u>Expenditures & Other Financing Uses</u>				
Public Safety	6	782,284	540,000	1,322,284
Public Works	7	479,776	0	479,776
Health and Social Services	8	0	0	0
Culture and Recreation	9	676,552	0	676,552
Community and Economic Development	0	132,770	0	132,770
General Government	1	188,457	0	188,457

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Debt Service	2	513,908	0	513,908
Capital Projects	3	4,541,269	0	4,541,269
Total Government Activities Expenditures	4	7,315,016	540,000	7,855,016
Business Type / Enterprises	5	968,447	0	968,447
Total Gov Activities & Business Expenditures	6	8,283,463	540,000	8,823,463
Transfers Out	7	614,146	0	614,146
Total Expenditures/Transfers Out	8	8,897,609	540,000	9,437,609
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out for Fiscal Year	9	-444,596	-540,000	-984,596
Beginning Fund Balance July 1	0	2,074,943	523,220	2,598,163
Ending Fund Balance June 30	1	1,630,347	-16,780	1,613,567

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

This expenditure for a firetruck will come from reserves and an inter-fund loan that will be paid back upon the sale of a firetruck in the next fiscal year.

There will be no increase in tax levies to be paid in the current fiscal year named above. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget year. This will provide for a balanced budget.

Gordon R. Edgar
City Clerk/Finance Officer

* * * * *

Passed and approved this 18th day of December, 2017.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: December 4, 2017

AGENDA ITEM: Discussion Item: To Consider adding “GIS capabilities to Public Works” to our list of Goals and Objectives.

CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

PREPARED BY: Matt Goodale, Public Works Director

DATE: November 27, 2017

BACKGROUND:

City utility maps are one of the most vital components utilized by Public Works in maintaining the City infrastructure. Currently City utility maps are maintained in paper form. A copy of each, water and sewer is kept in four of the Public Works vehicles for use in locating, marking, to assist in hydrant flushing, for planning use and for use in the event of a main break. Any updates to the maps are noted and hand drawn on to the maps.

The GIS technology would allow the City to maintain and update the infrastructure mapping. All existing maps would be made electronic with the ability to alter, add or remove data to the maps. This would allow easier access to up to date information when planning for development, upgrades to the system, planning for capital projects and as a record of repairs.

STAFF RECOMMENDATION: Seek Consensus to add to Goals and Objectives list

REVIEWED BY CITY ADMINISTRATOR:
--

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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WWW.MID
WWW.MIDLANDGIS.COM

Public Works Director
110 N. Poplar
PO Box 218
West Branch, IA 52358

Dear Matt,

Midland GIS Solutions respectfully submits this proposal to the City of West Branch, Iowa to provide professional GPS and GIS mapping services. Midland GIS is ready to assist in your efforts to develop an accurate GIS program for the City's sanitary sewer and water networks.

Midland GIS Solutions proposes developing a comprehensive GIS program for West Branch for use in maintaining and managing the City's utility infrastructure assets. The following characteristics make Midland GIS Solutions uniquely capable of overseeing this project for West Branch:

- Midland GIS offers complete utility asset management solutions, from accurate GPS data collection and GIS mapping, to web-based GIS solutions with editing capabilities for easy and efficient system maintenance.
- Midland GIS Solutions has provided GPS and GIS services to over 150 cities and utilities in the Midwest. Our dedicated field staff has ***GPS located hundreds of thousands of utility assets*** for seamless GIS integration for use in utility maintenance, daily workflow management and engineering models.
- Midland GIS will dedicate an experienced project team of GPS Field Staff, GIS Technicians, GIS Specialists and Analysts, Programmers, Professional Land Surveyors and ArcGIS Server developers to ensure project efficiency and overall product quality.
- Kirk Larson, Sr. Vice President, will personally manage and oversee your GIS project, which ensures open and complete communication throughout project development and implementation.

Thank you for the opportunity to present our Company for this very important project. Our team of professionals has the experience and capabilities to make your GIS program successful and stands ready to form a partnership with the City of West Branch in that success.

Respectfully Submitted,

MIDLAND GIS SOLUTIONS

A handwritten signature in black ink that reads "Chad Sparks".

Chad Sparks, Business Development

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	December 4, 2017
AGENDA ITEM:	Continuation of U.S. Geological Survey stream and precipitation monitoring on the West Branch Wapsinonoc Creek
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Redmond Jones, City Administrator
DATE:	November 29, 2017

BACKGROUND:

In 2015, the U.S. Geological Survey (USGS) installed three streamgages and two rain gages in the West Branch Wapsinonoc Creek watershed. The monitoring was conducted for several reasons and provides multiple benefits to the City of West Branch. The data collected by the streamgages and rain gages were used to calibrate and validate a flood inundation model in preparation by the USGS. The gages also provide real-time information, allowing city officials and residents to view current levels in the creek and rainfall data at multiple locations to be better prepared for the possibility of flooding. These monitoring locations can also assist city officials in implementing flood mitigation practices. Historical data from these locations will also form the foundation for various studies. Water-Quality data have also been collected as part of national USGS programs and local studies. For example, a USGS national researcher has been conducting research on the temporal distribution of agricultural chemicals in streams at the College Street Bridge. All data are quality-assured according to published USGS policies and are legally defensible. The USGS is proposing to continue collecting raingage data on Baker Avenue and streamgage data at College Street. In effort to keep costs to a minimal to the City, it is recommended to discontinue the two streamgages just north of the dog park on Hoover Trail and focus collection to a year-round effort on the Baker Avenue raingage and the College Street streamgage. These locations are most beneficial in future flood inundation map development. These two sites will also provide a multitude of other benefits to the City such as real-time rain and water level information, increased flood preparedness, various water-quality data, and general public awareness for the watershed.

STAFF RECOMMENDATION:	Seeking City Council Direction
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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United States Department of the Interior
U.S. GEOLOGICAL SURVEY
Illinois-Iowa Water Science Center
400 S. Clinton Street, Room 269
Iowa City, IA 52240

November 29, 2017

Redmond Jones II
City Administrator
City of West Branch
PO Box 218 110 N. Poplar St
West Branch, IA 52358

Dear Mr. Jones;

Enclosed are two original copies of our Joint Funding Agreement for January 1, 2018, to December 31, 2018. This agreement is for the operation and maintenance of the USGS streamgaging and precipitation stations in the Wapsinoc Creek watershed at the following locations:

<u>USGS Station Number</u>	<u>USGS Station Name</u>	<u>Type</u>
0546494170	WB Wapsinoc Cr at College St at West Branch, IA	Discharge
414208091204701	Raingage at Baker Avenue at West Branch, IA	Precipitation

If this is acceptable, please sign both originals; return one signed original in the enclosed self-addressed envelope and retain the other for your records.

As per Federal regulations, work cannot be continued or started until we receive the signed agreement. Results of all work performed under this agreement will be available to the City of West Branch and the U.S. Geological Survey for scientific analysis and publication. Work performed with funds from this agreement will be conducted on a fixed-cost basis. The City of West Branch will be billed annually for their portion of this agreement in January 2018.

We appreciate your consideration of our cooperative program. If you have any questions about the work performed under this agreement, please contact Jon Nania at 319-358-3655. Questions regarding the agreement's terms, billing period or other administrative concerns may be addressed to our Administrative Officer, Jeff Henningfield, at 319-358-3650.

Amy Beussink
Director
USGS Illinois-Iowa Water Science Center

Enclosures

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**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR WATER RESOURCES INVESTIGATIONS**

Customer No: 6000004586
Agreement No: 17EMIA000000037
Project No: NP0090L
TIN #: 42-6005357
Fixed Cost Agreement Yes No

This agreement is entered into as of the 1st day of January 2018 by the U.S. Geological Survey, U.S. Department of the Interior, party of the first part, and the City of West Branch, Iowa, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation and maintenance of the USGS streamgauge at the West Branch Wapelonoc Creek at College Street and precipitation station at Baker Avenue, hereinafter called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) Includes In-Kind Services in the amount of \$ 0.00.

(a) \$ 7,380.00 by the party of the first part during the period January 1, 2018 to December 31, 2018

(b) \$ 10,620.00 by the party of the second part during the period January 1, 2018 to December 31, 2018

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0
Description of the USGS regional/national program: N/A

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to ensure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (Form DI-1040). Billing documents are to be rendered annually in January 2018. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)

USGS Point of Contact		Customer Point of Contact	
Name:	Jon Nania	Name:	Redmond Jones - City Administrator
Address:	400 South Clinton St. Rm 269 Iowa City, IA 52240	Address:	City of West Branch PO Box 218 110 N. Poplar St
Phone:	319-358-3655	Phone:	319-643-5888
Email:	jfnania@usgs.gov	Email:	rjones@westbranchiowa.org

By _____ Date _____	By _____ Date _____
Name: Amy Beussink	Name: _____
Title: Center Director	Title: _____
By _____ Date _____	By _____ Date _____
Name: Jon Nania	Name: _____
Title: Deputy Director	Title: _____



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: December 4, 2017

AGENDA ITEM:	Discussion Item: To Consider Freedom Rock Funding / Sponsorship
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Redmond Jones II, City Administrator
DATE:	November 30, 2017

BACKGROUND:

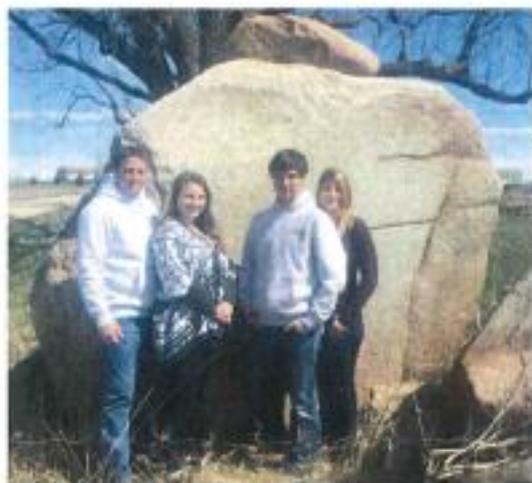
These are routine expenditure that include such items as payroll, budget expenditures, and other financial items that are related to council approved day to day operational tasks.

STAFF RECOMMENDATION: Seeking Council Direction
--

REVIEWED BY CITY ADMINISTRATOR:
COUNCIL ACTION:
MOTION BY:
SECOND BY:

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Cedar County Freedom Rock



The Brad and Julie Albaugh Family generously donated this magnificent rock to be used as Cedar County's Freedom Rock. They were very excited to give this rock since military service runs in their families. The plan is for the rock to be placed on the Cedar County Courthouse lawn just south of the clock.

Bubba Sorenson, an Iowa artist, started painting rocks in 1999 in Greenfield, Iowa. His artwork is a beautiful way communities can share their appreciation and gratitude for those who have fought for our freedom. More information about Bubba and The Freedom Rocks can be found at www.thefreedomrock.com.

Two years ago the down payment of \$1,000 was made with donations from the Tipton Rotary Club, Aaron Sissel Foundation, and the John & Kathy Tholen Family. That was just the start of this project. Funds are still needed to keep this project on schedule. Some expenses will be for a specialized crane, a heavy hauler, food, lodging, paint, sidewalks, and site preparation. Please consider making a donation today.

Check out our website for updates on this amazing project, www.cedarcountyfreedomrock.com.

If you would be interested in becoming part of the Cedar County Freedom Rock Committee, please contact Brenda Emick-Herring at 563.432.6392. If you have questions regarding donations, please contact Jill Chambliss at Citizens Bank at 563.886.2136.

-  Valor Level ~ \$1,001+
-  Freedom Level ~ \$501-1,000
-  Liberty Level ~ \$101-500
-  Patriotic Level ~ \$1-100

Please direct all donations to the non-profit organization:
Cedar County Freedom Rock

PO Box 254
Tipton, IA 52772



Cedar County Freedom Rock Committee Members

Shirley Kepford
Linda Beck
Larry Hodgden

Brenda Emick-Herring
Jerry O'Rourke
Mike Herring
Pam Spear

Jill Chambliss
Mike Boyle
Randy Weaver
Keith Whitlatch



Mail to: Cedar County Freedom Rock, PO Box 254, Tipton, IA 52772

Name: _____

Address: _____

Address: _____

Donation Amount

\$ _____

Cedar County Freedom Rock Committee
PO Box 254
Tipton, IA 52772

November 15, 2017

Dear City Council Members:

Last summer, one of the Cedar County Freedom Rock Committee (CCFRC) members spoke at your city council meeting about the Freedom Rock, that will be painted by Bubba Sorenson, to honor veteran and active duty military personnel in our county. The CCFRC has begun the engraved paver sales as part of their fundraising campaign. These allow families/friends to recognize and honor those who have or are serving our country, since the pavers will be used in the walkways leading up to and around the rock. We explained paver sales at the county wide legion/post meeting in Stanwood on September 28th, had an ad in the Tipton Conservative newspaper and Kris Clark wrote a column about paver sales in October. We also plan to run more announcements in the Tipton Conservative in December. The Veteran's Affairs Office in the Cedar County Court House had a six-week display of Freedom Rock t shirts, informational forms and engraved paver sales order forms this fall also. We have shared the information at many meetings/programs too. However, to get more word out about paver sales, we also need your help. Veterans and active duty military personnel get first chance at ordering the engraved pavers and then if some remain available to sell, we'll start selling them to nonmilitary county residents after January 1st. If you attend community or service group meetings, church, have a bulletin board, or a holiday celebration in your city in the next few weeks, could you mention this opportunity and distribute paver order forms please?

Last summer we had asked that your city council make a donation to the Cedar County Freedom Rock when we spoke at your council meeting. We'd appreciate your serious consideration of the request to help fund this county wide project. Enclosed is a form to fill out that includes the address to which you mail your donation. It lists the cedar county website to follow our progress (we also have a face book page), and Bubba Sorenson's website, in case you want to view or share beautiful photos of Freedom Rocks' already painted in many Iowa counties.

We are also seeking a city council member to join the committee. We usually meet the third Wednesday evening each month at the Rural Development, USDA Office on South Street in Tipton (the building west of Pizza Hut). If one of your council members is interested, please have them contact Brenda Emick-Herring at 563-432-6392 (Mechanicsville). **Thank you** for your time in this matter and support of this patriotic project.

Respectfully,



Brenda Emick-Herring,

Secretary of the Cedar County Freedom Rock Committee

CEDAR COUNTY FREEDOM ROCK

Veteran and Active Duty Engraved Paver Order Form

There are four sizes of pavers that can be purchased and engraved:

\$250.00 Extra Large---17 3/4" x 7 1/2" (3 lines of text, fourth line add \$10)

\$150.00 Large--- 13 1/8" x 7 1/2" (3 lines of text, fourth line, add \$10)

\$100.00 Medium---17 3/4" x 4 7/8" (2 lines of text-ONLY)

\$ 50.00 Small---13 1/8" x 4 7/8" (2 lines of text-ONLY)

General Information:

Please use the order form "***on the back***", to order your paver and write VERY clearly. Please note, from above, the number of eligible lines per paver size.

The Cedar County Freedom Rock committee reserves the right to reject objectionable engraving requests. We will contact you if this were to occur.

The deadline for Veteran or Active Duty military to order their paver before they are sold to the general public, is December 31, 2017.

Care will be taken during all grounds keeping activities to insure the pavers are not damaged. The Cedar County Freedom Rock Committee, Cedar County maintenance employees and The Cedar County Supervisors will not be held responsible for any damage that may occur to any paver.

An example of a paver honoring a Veteran or Active Duty Hero:

John H. Doe,

1st Lieutenant, USMC

12/29/74 - 12/20/04

Additional Examples of engraved pavers:

John Doe

Navy – WWII

Love

John E Doe: Army

John S Doe Jr: USAF

Remembering:

John L. Doe

IA Guard – Iraq

Proud of:

J Doe - Vietnam