



PUBLIC NOTICE AND AGENDA OF THE WEST BRANCH CITY COUNCIL MEETING SCHEDULED TO CONVENE AT 7:00 P.M. TUESDAY, JANUARY 2, 2018 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	Jodee Stoolman	j.stoolmanwbcc@yahoo.com
Council Member	Nick Goodweiler	nickgoodweilerwbcc@gmail.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. Department Presentations (Budget)
 - a. Library
 - b. Police Department

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 discuss any item on the Consent Agenda, they can request the item be removed from the Consent

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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

1. Motion to Approve Meeting Minutes for City Council Meeting December 18, 2017.
2. Resolution 1678 – A Resolution Adopting a Policy Authorizing the City Clerk or Deputy City Clerk to Pay Certain Bills Prior to the City Council’s Approval.
3. Approve Claims Report.

G. Public Hearing / Non-Consent Agenda

1. Motion to Approve Authorizing the City Administrator to pay \$300 to the West Branch Community Development Group (CDG) for a welcome sign to be installed on the side of their building.
2. Resolution 1675 – Approving a 48 Month Lease Agreement with Koch Brothers on a Lanier MPC 4504 Ex-copier for \$257.00 Per Month Plus a Quarterly Service Charge Based on the Number of Copies.
3. Motion – Accepting the City of West Branch, Iowa FY 2018-19 Budget Timeline.
4. Motion – Accepting the City Council Meeting Calendar
5. Discussion – Regarding Casey’s Development Agreement and Recent DNR Notice of Contaminated Area
6. Public Hearing: Proposed Contracts

H. Reports

1. City Administrator’s Report
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
Council Chambers

City Council Meeting

December 18, 2017
7:00 p.m.

Mayor Roger Laughlin called the West Branch City Council meeting to order at 7:05 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: Colton Miller, Tim Shields, Mary Beth Stevenson, Jordan Ellyson and Brian Pierce were present. Laughlin welcomed the audience and the following City staff: City Administrator Redmond Jones, Deputy City Clerk Leslie Brick, Finance Officer Gordon Edgar, Library Director Nick Shimmin, Park & Recreation Director Melissa Russell and Police Chief Mike Horihan.

GUEST SPEAKER, PRESENTATIONS, AND PROCLAMATIONS

Alliant Energy Community Annual Report

Josh McKnight, Alliant Energy presented Alliant Energy’s Community Annual Partnership Report which included support of various programs.

Acknowledgement of Service (Councilperson Stevenson)

Laughlin presented a proclamation to Stevenson and thanked her for her service.

Acknowledgement of Service (Councilperson Shields)

Laughlin presented a proclamation to Shields and thanked him for his service.

Swearing-In City Councilperson Elect (Nick Goodweiler)

Swearing-In City Councilperson Elect (Jodee Stoolman)

Laughlin swore in the new council members and welcomed them to the Council.

Swearing-In City Mayor Elect (Roger Laughlin)

Mayor Pro Tem Miller gave the oath of office to Laughlin.

PUBLIC COMMENT

No comments.

APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION

Motion to Approve Meeting Minutes for City Council Meeting December 4, 2017.

Motion to Approve Meeting Minutes for Joint City Council and Planning and Zoning Meeting November 29, 2017.

Motion to Accept the Resignations from Various Board and Commission Members.

Motion to Accept the Reappointments / Appointments to Various Boards and Commissions.

Motion to Approve the Final Pay Estimate (No. 3) for the First Street Improvements Project.

Resolution 1674 – Adding “GIS Capabilities to Public Works” as a high priority to the 2018-19 Goals and Objectives list.

Approve Claims Report.

EXPENDITURES-CORRECTED

12/18/2017

ALBAUGH PHC INC.	ALBAUGH PHC INC.	202.50
ALLIANT ENERGY	WATERTOWER	143.49
AMAZON	BOOKS	391.05
BAKER & TAYLOR INC.	BOOKS	1,275.77

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BARRON MOTOR SUPPLY	SUPPLIES	556.40
CAJ ENTERPRISES INC	HAULING ROADSTONE	145.60
CEDAR COUNTY RECORDER	RECORDING FEES	14.00
CEDAR RAPIDS PHOTO COPY IN	COPIER SUPPLIES	83.15
CREDIT MANAGEMENT SYSTEMS	DEBT COLLECTION SERVICE	7.02
CULLIGAN WATER TECHNOLOGIE	WATER SOFTENER SERVICE	39.15
D&R PEST CONTROL	PEST CONTROL	70.00
DEWEYS JACK & JILL	SUPPLIES	7.98
EAST CENT INTERGOVT ASN.	DUES 1-1-18 TO 6-30-18	743.04
FEHR GRAHAM	308 PV PARK IMP DESIGN	4,037.09
GALAXY CLEANING SERVICES	GALAXY CLEANING SERVICES	1,278.10
HD CLINE COMPANY	EQUIPMENT REPAIR	207.13
HEIMAN FIRE EQUIPMENT	HEIMAN FIRE EQUIPMENT	874.79
HOTSY CLEANING SYSTEMS	SUPPLIES	165.00
IMWCA	IMWCA	5,143.00
JOHNSON COUNTY REFUSE INC.	RECYCLING NOV 2017	3,823.75
JOURNEYED COM INC	SOFTWARE LICENSE	152.31
LINN COUNTY R.E.C.	SIREN @ GREENVIEW	137.30
LYNCH'S PLUMBING INC	REPLACE CURB STOP	658.50
LYNCH, RYAN OR LINDSEY	BUILDING INCENTIVE PAYMENT	166.89
MATT PARROTT/STOREY KENWOR	RECEIPT BOOKS	207.87
MENARDS	BUILDING	796.13
MIDWEST FRAME & AXLE	VEHICLE REPAIR OSH KOSH	722.47
MIKE OR LYN REDINGTON	BUILDING INCENT REIMBURSEMENT	778.16
CEDAR COUNT FREEDOM ROCK	DONATION	128.00
MUNICIPAL SUPPLY INC.	WATER METERS,SUPPLIES	2,460.00
OFFICE EXPRESS	OFFICE SUPPLIES	289.18
ORIENTAL TRADING CO. INC.	REC SUPPLIES	199.62
OVERDRIVE INC	BOOKS	765.45
PITNEY BOWES GLOBAL FINANC	COPIER LEASE LIBRARY	102.39
PITNEY BOWES PURCHASE POWE	REPLENISH POSTAGE METER	1,005.00
QUILL CORP	OFFICE SUPPLIES	210.00
RIVER PRODUCTS COMPANY INC	ROADSTONE	240.20
STATE HYGIENIC LAB	LAB ANALYSIS	52.00
U.S. POSTAL SERVICE	PO BOX RENTAL	76.00
US BANK CORPORATE CARD	TRAINING, LIBRARY SUPPLIES	572.51
USA TODAY	SUBSCRIPT 12-1-17 TO 11-30-18	339.87
WALMART COMMUNITY/RFCSLLC	LIBRARY & REC SUPPLIES	350.27
WEST BRANCH ANIMAL CLINIC	BOARDING IMPOUNDED ANIMALS	675.00
WEST BRANCH COMMUNITY SCHO	ADVERTISING	100.00
WEST BRANCH FAMILY PRACTIC	SPECIMEN COLLECTION FEE	40.00
WEST BRANCH TIMES	LEGAL PUBLICATIONS, ADVERTISING	1,079.12
TOTAL		31,512.25
PAID BETWEEN MEETINGS		
CAPITAL ONE COMMERCIAL	LIBRARY AND PARK & REC SUPPLIES	181.93
FUTURE LINE TRUCK EQUIPMENT	VEHICLE REPAIR	3,597.20
JULIA HIME	VIDEOGRAPY SERVICES	150.00
IOWA DNR	WASTEWATER EXAM FEE	30.00
NICK SHIMMIN	PROGRAM SUPPLIES	13.00
VISU-SEWER INC	316 I & I LINE/GROUT PHASE 2	6,209.10
JENNA DAVIS	UTILITY REFUND	32.90
US BANK EQUIPMENT FINANCE	COPIER LEASES	300.80
TOTAL		10,514.93
PAYROLL 12-15-17		52,118.53
FIRE DEPARTMENT PAYROLL 12-15-17		37,845.98
TOTAL EXPENDITURES		131,991.69
FUND TOTALS		
001 GENERAL FUND	65,878.51	
022 CIVIC CENTER	239.40	

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031 LIBRARY	9,924.00
036 TORT LIABILITY	4,751.02
110 ROAD USE TAX	8,232.07
112 TRUST & AGENCY	14,659.24
308 PARK IMP - PEDERSEN VALLEY	4,037.09
316 I & I LINE/GROUT PH 2	6,209.10
600 WATER FUND	10,755.05
610 SEWER FUND	7,306.21
GRAND TOTAL	131,991.69

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

PUBLIC HEARING/NON-CONSENT AGENDA

Motion to Approve a Request to Conduct a Controlled Burn of the Current Club House the Cedar’s Edge Golf Course./Move to action.

Jerry Sexton, owner of Cedar’s Edge Golf Course said the burn would take place at the end of January or early February. The West Branch Fire Department will use this as practice burn.

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

Motion to Approve Authorizing the City Administrator to pay \$300 to the West Branch Community Development Group (CDG) for a welcome sign to be installed on the side of their building./Move to action.

Miller noted that the building where CDG is currently located is for sale and expressed his concern on what would happen to the sign should CDG change locations and the new owners want the sign removed. Other council members expressed the same concern but felt the sign was a good idea for that location. However with an uncertain future, they would like more assurance that the sign if placed, would remain and suggested that the item be tabled for more information. Laughlin said he would get more information on the sign placement and other possible locations.

Motion by Miller, second by Shields to table this item for more information. AYES: Miller, Shields, Pierce, Ellyson, Stevenson. NAYS: None. Motion carried.

Public Hearing regarding Amending the Current Budget for the Fiscal Year Ending June 30.

Laughlin opened the public hearing at 7:38 p.m. There were no public comments. Public hearing closed at 7:39 p.m.

Resolution 1673 – Amending and Certify the Current Budget for the Fiscal Year Ending June 30, 2018./Move to action.

Motion by Stevenson, second by Pierce to approve Resolution 1673. AYES: Stevenson, Pierce, Ellyson, Miller, Shields. NAYS: None. Motion carried.

Resolution 1675 – Approving a 48 Month Lease Agreement with Koch Brothers on a Lanier MPC 4504 Ex-copier for \$257.00 Per Month Plus a Quarterly Service Charge Based on the Number of Copies./Move to action.

Edgar presented the new agreement which would include a new machine providing the same services as the existing machine. Edgar said the current agreement would be expiring in January. Miller asked if an option to purchase the current machine was discussed with the vendor in addition to signing a new lease. Edgar replied that he did not have that conversation with the vendor. Miller and other council members felt that a purchase option should be obtained from the vendor so that they had all reasonable information to make a decision.

Motion by Stevenson, second by Shields to table Resolution 1675. AYES: Stevenson, Shields, Miller, Pierce, Ellyson. NAYS: None. Motion carried.

Resolution 1676 – Approving the Wage Works Flexible Spending Account Renewal for February 1, 2018 – January 31, 2019./Move to action.

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Edgar reported that the administrative fee was not changing for this benefit and recommended accepting the renewal. Motion by Miller, second by Pierce to approve Resolution 1676. AYES: Miller, Pierce, Ellyson, Stevenson, Shields. NAYS: None. Motion carried.

Resolution 1677 – Approving Annual Insurance Renewals with Wellmark Blue Cross Blue Shield of Iowa for Health and Dental Insurance./Move to action

Edgar reported that this year's increase was 9.38 percent, which includes a 3.4 percent Affordable Care Act administrative fee. Edgar reminded the Council that the plan year was changed to February 1st per their request during last year's budget. This change did make receiving the rates sooner to help with budgeting for FY19. Edgar also noted that he had met with Insurance Associates who is interested in being the city's broker of record for employee benefits. Jones said that other brokers have reached out to the city and that he would coordinate with those brokers to make presentations to the Council in 2018.

Motion by Shields, second by Miller to approve Resolution 1677. AYES: Shields, Miller, Ellyson, Pierce, Stevenson. NAYS: None. Motion carried.

Motion – Accepting the City of West Branch, Iowa FY 2018-19 Budget Timeline./Move to action.

Jones presented the proposed budget timeline and highlighted so important target dates. Jones said that based on last year's meeting schedule, work sessions may again be necessary. Council requested a few date changes and asked Jones to bring back a revised schedule and tabled this item to the next meeting.

Motion by Shields, second by Stevenson to table this item. AYES: Stevenson, Shields, Ellyson, Miller, Pierce. NAYS: None. Motion carried.

CITY ADMINISTRATOR REPORT

Jones gave a brief update on the past week's activities and upcoming holiday office closures. Jones attended the Meet the Press event in Tipton last week and met with several neighboring community leaders. Jones said the purpose of the meeting was to discuss/review the multi-jurisdictional hazard mitigation plan.

CITY ATTORNEY REPORT

Olson reported that he had drafted an ordinance amendment on the Planned Unit Development (PUD) for the Mayor and City Administrator to review. Olson said acquisition agreements were mailed out this week to residents in the College Street Bridge project area.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Councilperson Pierce thanked Stevenson and Shields for their service on the council for the past four years and he welcomed Stoolman and Goodweiler. Stevenson expressed her gratitude to the council and said that although there had been many disagreements on topics over the years, all remained civil and issues were able to be worked through. Shields thanked the city staff, citizens of West Branch and the council for their support over the past four years and said that he learned a lot. Shields thanked Ellyson, Miller and Pierce for their ongoing efforts.

ADJOURNMENT

Motion to adjourn regular meeting by Shields, second by Stevenson. Motion carried on a voice vote. City Council meeting adjourned at 8:19 p.m.

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, Deputy City Clerk

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	January 2, 2018
AGENDA ITEM:	Resolution 1678 – A Resolution Adopting a Policy Authorizing the City Clerk or Deputy City Clerk to Pay Certain Bills Prior to the City Council’s Approval.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Gordon Edgar, Finance Officer
DATE:	December 20, 2017

BACKGROUND:

This is a routine item that is approved once a year it allows staff to take care financial items that relate to council approved items and/or other day to day operational disclosures.

STAFF RECOMMENDATION:	Approve Resolution
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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RESOLUTION 1678

A RESOLUTION ADOPTING A POLICY AUTHORIZING THE CITY CLERK OR DEPUTY CITY CLERK TO PAY CERTAIN BILLS PRIOR TO THE CITY COUNCIL'S APPROVAL.

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

Section 1. The City Council hereby establishes the following policy authorizing the City Clerk or Deputy City Clerk to pay the following bills prior to the City Council's approval:

- Utility Deposit Refunds
- Payroll
 - Payroll taxes and other checks relative to the Payroll (such as garnishments, insurance, etc.)
- Postage
- Library Bills approved by the Library Board of Trustees
- Recycling Contract
- Conferences
 - Registration fees, mileage, meals, books and lodging
- Employee Reimbursements
- Recording and Filing Fees
- Loan and Bond Payments
- Authorize the City Clerk or Deputy City Clerk to issue checks for immediate payment of amounts due, which if not paid promptly would result in loss of discount, penalty for late fee or additional interest cost.

Section 2. All Resolutions or parts of Resolutions in conflict with the provisions of this resolution are hereby repealed.

PASSED AND APPROVED, this 2nd day of January 2018.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: January 2, 2018

AGENDA ITEM:	Motion to Approve the Claims Report
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Gordon Edgar, Finance Officer
DATE:	December 20, 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: Approve Claims Report
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REVIEWED BY CITY ADMINISTRATOR:
COUNCIL ACTION:
MOTION BY:
SECOND BY:

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EXPENDITURES

1/2/2018

AERO RENTAL INC	STUMP GRINDER RENTAL	286.00
ALL AMERICAN CONCRETE INC	309 PH 1 PARK IMPROVEMENTS	13,015.43
AMERICAN WATER WORKS ASSOC	DUES-GOODALE 2-1-18/1/361/19	90.00
BAKER & TAYLOR INC.	BOOKS	95.20
BLUETARP FINANCIAL INC	SUPPLIES	237.48
BOCWAY INVESTMENTS LLC	BOCWAY INVESTMENTS LLC	24.11
BRET F STOUT	REMOVE/REPLACE SIDEWALK	1,275.00
BROWN'S WEST BRANCH	2017 RAM 1500 ST	22,374.00
CEDAR RAPIDS PHOTO COPY IN	COPIER MAINTENANCE	55.65
CROELL, INC.	KNOB BLOCKS	1,925.00
IOWA ASSN. MUN. UTILITIES	SAFETY TRAINING	563.75
IOWA LIBRARY ASSOCIATION	MEMBERSHIP RENEWAL-KNOCHE	95.00
JOHN DEERE FINANCIAL	SUPPLIES	465.21
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,342.11
MENARDS	SUPPLIES	1,409.86
PITNEY BOWES INC	POSTAGE METER RENTAL	180.00
PLUNKETT'S PEST CONTROL IN	PEST CONTROL CITY OFFICE	51.92
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	885.00
QUILL CORP	OFFICE SUPPLIES	115.50
SHIMMIN, NICK	DVD	24.99
USA BLUE BOOK	SUPPLIES	139.39
VEENSTRA & KIMM INC.	316 SAN SEWER REHAB I & I PH 2	91.28
VEENSTRA & KIMM INC.	310 COL ST BRIDGE FINAL DESIGN	4,643.00
VEENSTRA & KIMM INC.	P & Z MEADOWS PT RESIDENT REVIEW	90.26
VEENSTRA & KIMM INC.	P & Z LYNCH HEIGHTS CONSTRUCTION REVIEW	71.00
VEENSTRA & KIMM INC.	301 REAP GRANT PROJECT	194.00
VERIZON WIRELESS	VERIZON WIRELESS	833.90
WEST BRANCH COMMUNITY DEVELOPMENT	EVERGREEN ROPE & WREATH	165.00
WEST BRANCH TIMES	SUBSCRIPTION	30.00
TOTAL		50,769.04
PAID BETWEEN MEETINGS		
ALLIANT ENERGY	UTILITY SERVICE	7,858.01
BP AMOCO	VEHICLE FUEL	480.36
CJ COOPER & ASSOCIATES	DRUG TESTING SERVICES	274.53
EASTERN IOWA EXCAVATING	314 PAY ESTIMATE #3 - FINAL	17,253.27
MEDIACOM	CABLE SERVICE	40.90
TRUGREEN PROCESSING CENTER	LAWN SERVICE - LIONS FIELD	149.00
SANDY TUTTLE	REFUND	5.00
WEX BANK	VEHICLE FUEL	1,196.49
TOTAL		27,257.56
PAYROLL CITY COUNCIL 12-19-17		11,281.72
PAYROLL 12-29-17		40,981.01
TOTAL EXPENDITURES		130,289.33

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FUND TOTALS	
001 GENERAL FUND	44,146.02
022 CIVIC CENTER	679.70
031 LIBRARY	5,994.89
110 ROAD USE TAX	13,928.94
112 TRUST & AGENCY	5,206.74
301 REAP GRANT PROJECT	194.00
309 PHASE I PARK IMPROVEMENTS	13,015.43
310 COLLEGE STREET BRIDGE	4,643.00
314 N 1ST STREET IMPROVEMENTS	17,253.27
316 I & I LINE/GROUT PH 2	91.28
600 WATER FUND	13,287.19
610 SEWER FUND	11,848.87
GRAND TOTAL	130,289.33

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	VERIZON WIRELESS LIBERTY COMMUNICATIONS	WIRELESS	314.04
			TELEPHONE SERVICE	252.94
			TOTAL:	566.98
FIRE OPERATION	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	100.32
			TELEPHONE SERVICE	44.48
			TOTAL:	144.80
ROADS AND STREETS	GENERAL FUND	BROWN'S WEST BRANCH BSET F STOUT	2017 RAM 1500 ST	7,000.00
			REMOVE/REPLACE SIDEWALK	1,275.00
			TOTAL:	8,275.00
PARK & RECREATION	GENERAL FUND	VERIZON WIRELESS LIBERTY COMMUNICATIONS	WIRELESS SERVICE	36.80
			TELEPHONE SERVICE	155.43
			TOTAL:	192.23
ECONOMIC DEVELOPMENT	GENERAL FUND	BOCWAY INVESTMENTS LLC	BOCWAY INVESTMENTS LLC	24.11
			TOTAL:	24.11
CLERK & TREASURER	GENERAL FUND	QUILL CORP FLONKETT'S PEST CONTROL INC LIBERTY COMMUNICATIONS FITNEY BOWES INC	OFFICE SUPPLIES	59.98
			PEST CONTROL CITY OFFICE	25.96
			TELEPHONE SERVICE	332.58
			POSTAGE METER RENTAL	180.00
			TOTAL:	598.52
LOCAL CABLE ACCESS	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	67.12
			TOTAL:	67.12
COMMISSION	GENERAL FUND	VEENSTRA & KIMM INC.	P & Z MEADOW PT RES REVIEW	90.26
			P & Z LYNCH HTS CONST REVI	71.00
			TOTAL:	161.26
TOWN HALL	CIVIC CENTER	FLONKETT'S PEST CONTROL INC WEST BRANCH COMMUNITY DEVELOPMENT GROU LIBERTY COMMUNICATIONS	PEST CONTROL TOWN HALL	25.96
			EVERGREEN ROPE & WRENTH	165.00
			TELEPHONE SERVICE	43.38
			TOTAL:	234.34
LIBRARY	LIBRARY	WEST BRANCH TIMES CEDAR RAPIDS PHOTO COPY INC SHIMMIN, NICK QUILL CORP IOWA LIBRARY ASSOCIATION BAKER & TAYLOR INC. LIBERTY COMMUNICATIONS	SUBSCRIPTION	30.00
			COPIER MAINTENANCE	55.65
			DVD	24.99
			OFFICE SUPPLIES	27.18
			MAINTENANCE SUPPLIES	28.34
			MEMBERSHIP RENEWAL-KNOCKE	95.00
			BOOKS	20.25
			BOOKS	74.95
			TELEPHONE SERVICE	189.69
			TOTAL:	546.05
ROADS & STREETS	ROAD USE TAX	AERO RENTAL INC BLUDTARP FINANCIAL INC MENARDS VERIZON WIRELESS BROWN'S WEST BRANCH CROELL, INC. LIBERTY COMMUNICATIONS	STUMP GRINDER RENTAL	286.00
			SUPPLIES	237.48
			SUPPLIES	1,409.86
			WIRELESS SERVICE	161.02
			2017 RAM 1500 ST	7,000.00
			KNOB BLOCKS	1,925.00
			TELEPHONE SERVICE	52.06
TOTAL:	11,071.42			

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
CAPITAL PROJECT	REAP GRANT PROJECT	VEENSTRA & KIMM INC.	301 REAP GRANT PROJECT	194.00
			TOTAL:	194.00
INVALID DEPARTMENT	PHASE I PARK IMPROV	ALL AMERICAN CONCRETE INC	309 PH 1 PARK IMPROVEMENTS	13,015.43
			TOTAL:	13,015.43
INVALID DEPARTMENT	COLLEGE STREET	ERI VEENSTRA & KIMM INC.	310 COL ST BRIDGE FINAL DB	4,643.00
			TOTAL:	4,643.00
INVALID DEPARTMENT	I & I LINE/GROUT	P VEENSTRA & KIMM INC.	316 SAN SEWER REHAB I & I	91.28
			TOTAL:	91.28
WATER OPERATING	WATER FUND	IOWA ASSN. MUN. UTILITIES	SAFETY TRAINING	563.75
		VERIZON WIRELESS	WIRELESS SERVICE	161.02
		BROWN'S WEST BRANCH	2017 RAM 1500 ST	4,187.00
		AMERICAN WATER WORKS ASSOCIATION	DOES-GOODALE 2-1-18/1/361/	90.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	52.06
		USA BLUE BOOK	SUPPLIES	139.39
			TOTAL:	5,193.22
SEWER OPERATING	SEWER FUND	QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	885.00
		VERIZON WIRELESS	WIRELESS SERVICE	161.02
		JOHN DEERE FINANCIAL	SUPPLIES	465.21
		BROWN'S WEST BRANCH	2017 RAM 1500 ST	4,187.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	52.05
			TOTAL:	5,750.28

FUND TOTALS	
001 GENERAL FUND	10,030.02
022 CIVIC CENTER	234.34
031 LIBRARY	546.05
110 ROAD USE TAX	11,071.42
301 REAP GRANT PROJECT	194.00
309 PHASE I PARK IMPROVEMENTS	13,015.43
310 COLLEGE STREET BRIDGE	4,643.00
316 I & I LINE/GROUT PH 2	91.28
600 WATER FUND	5,193.22
610 SEWER FUND	5,750.28
GRAND TOTAL:	50,769.04

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CITY OF WEST BRANCH, IOWA REVENUE-FISCAL YEAR 2018						
FUND	JULY	AUG	SEP	OCT	NOV	Y-T-D
001 GENERAL FUND	35,127.21	17,249.80	72,571.47	470,528.08	111,977.54	707,454.10
022 CIVIC CENTER	212.14	65.00	289.96	2,604.63	224.88	3,396.61
027 MEMORIAL GARDEN PROJECT						-
031 LIBRARY	539.83	280.25	2,071.65	101,760.96	469.23	105,121.92
036 TORT LIABILITY	402.20		3,651.18	29,965.63	1,509.69	35,528.70
110 ROAD USE TAX	30,093.32	31,221.12	30,368.28	19,969.12	26,830.14	138,481.98
112 TRUST & AGENCY	605.88		13,887.09	113,976.46	5,742.05	134,211.48
119 EMERGENCY TAX FUND	109.23		2,063.81	16,939.57	853.44	19,966.05
121 LOCAL OPTION SALES TAX	16,373.81	15,824.98	15,824.98	15,825.01	20,750.31	84,599.09
125 TIF	158.30	173.91	19,960.40	80,235.45	16,110.46	116,638.52
160 REVOLVING LOAN FUND		480.65	5,768.15	480.65	480.65	7,210.10
226 DEBT SERVICE	386.00	(375.07)	14,892.24	119,381.34	6,488.19	140,772.70
313 MAIN ST SIDEWALK-PHASE			3,782.57			3,782.57
314-N FIRST ST IMPROVEMENTS				180,000.00		180,000.00
315-MAIN ST WATER MAIN IMPROVEMENTS				50,000.00		50,000.00
316-SAN SEWER-I & I LINE/GROUT PH 2				152,000.00		152,000.00
500 CEMETERY PERPETUAL FUND	0.09	420.09	660.09	0.09	382.80	1,463.16
501 KROUTH PRINCIPAL FUND					148.95	148.95
502 KROUTH INTEREST FUND	0.03	0.03	0.03	0.03	30.50	30.62
600 WATER FUND	49,138.81	49,791.39	83,446.11	48,535.88	45,742.63	276,654.82
603 WATER SINKING FUND	4,761.25	4,761.25	4,761.25	4,761.25	4,761.25	23,806.25
610 SEWER FUND	37,706.83	34,186.02	34,571.63	40,698.28	30,747.76	177,910.52
740 STORM WATER UTILITY	4,091.20	4,796.51	24,532.33	4,631.23	4,527.59	42,578.86
950 BC/BS FLEXIBLE BENEFIT						-
TOTAL	179,706.13	158,875.93	333,103.22	1,452,293.66	277,778.06	2,401,757.00

"Turning Vision Into Reality is our Business"

REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	January 2, 2018
AGENDA ITEM:	Motion to Approve Authorizing the City Administrator to pay \$300 to the West Branch Community Development Group (CDG) for a welcome sign to be installed on the side of their building.
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Roger Laughlin, Mayor
DATE:	December 29, 2017

BACKGROUND:

The mission of the West Branch Community Development Group (CDG) is to improve the social and economic well-being of our community by discovering and utilizing the unique identity, assets, and character of West Branch and the Historic Main Street District using the National Main Street Four Point Approach. The CDG would like the city to share in the cost of signage on the building of which they have office. \$300 is being requested and the sign will have the city logo displayed.



STAFF RECOMMENDATION:	Seek Council Approval / Direction
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	



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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	January 2, 2018
AGENDA ITEM:	Resolution 1675 – Approving a 48 Month Lease Agreement with Koch Brothers on a Lanier MPC 4504 Ex-copier for \$257.00 Per Month Plus a Quarterly Service Charge Based on the Number of Copies.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Gordon Edger, Financial Officer
DATE:	December 29, 2017

BACKGROUND:

The current copier lease expires in January, 2018. Four companies provided quotes for a new copier lease agreement. The companies were told to provide the existing features on the new unit. The Lanier and Ricoh models are the same machine, with just a different name. The Lanier unit that we have has been problem free and we expect that degree of reliability with the new unit. The monthly lease cost of the Lanier is slightly lower than the other units.

This item was tabled to allow staff to further investigate purchase options.

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

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RESOLUTION 1675

RESOLUTION APPROVING A 48-MONTH LEASE AGREEMENT WITH KOCH BROTHERS ON A LANIER MPC4504EX COPIER FOR \$257.00 PER MONTH PLUS A MONTHLY SERVICE CHARGE BASED ON NUMBER OF COPIES.

WHEREAS, the City of West Branch Administration Department has a copier on a lease agreement that will expire in January of 2018; and

WHEREAS, the Administration Department accepted quotes from four companies for a lease agreement for a copier that has the same features as the present unit; and

WHEREAS, a 48-month agreement with Koch Brothers for a Lanier copier with the same features was selected as the best proposal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned agreement with Koch Brothers be and the same are hereby approved. Further, the Mayor and City Clerk are directed to execute said agreement on behalf of the City.

* * * * *

Passed and approved this 2nd day of January, 2018.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	January 2, 2018
AGENDA ITEM:	Motion – Accepting the City of West Branch, Iowa FY 2018-19 Budget Timeline.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Redmond Jones II, City Administrator
DATE:	December 29, 2017

BACKGROUND:

The attached budget timeline is a tentative schedule aimed to result in the Adoption and Certification with the County Auditor by March 15. Early indications suggest that our 2018-19 budget will be tight budget year. Therefore, initial Department Budgets have started with three options:

1. A 5% reduction from current year budget.
2. A Status Quo Budget which reflects no change. (It should be noted that operational cost have risen; therefore a Status Quo Budget is still essentially a reduction)
3. A 3% increase or enhancement Budget. This helps determine options for enhancement in lean fiscal budget(s).

We expect anywhere between 2.2% - 4.2% increase in our cost of business. With healthcare and cost of living being the driving factors. Capital Improvements have impacted our liquidity; however with our recent bond transactions, and future inter fund transfers, the city position in this regard has gotten better. On the other side of that proverbial coin, the city will have to practice stick financial planning in order to meet its debt obligations in the coming years. This is of particular importance in the next 3 budget years.

For this reason, in preparation of this year’s budget we strive to involve the following goals:

- Structural Balance – we do not want to over rely on general fund (financial diversity – including User Fees that represent cost of service and new revenue streams)
- Disciplined Capital Improvement Approach
- Fund Balance Policy / Begin a Reserve Program (that incrementally targets three month of operation)

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

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November

Goal Setting

- 1) Work session to establish Goals and Objectives (November 20)
- 2) Resolution Adopting / Approving the Goals and Objectives for the FY 2018-19 (December 4)
- 3) Department one on one meetings with the City Administrator (Oct. – Nov.)

December

Budget Activities

- 1) Fiscal Outlook review of accomplishments, innovations / efficiency improvements, fiscal condition, revenues, expenditures, assumptions, and uncertainties.
- 2) Follow up – Department one on one meetings with the City Administrator
- 3) Insurance / Tentative Employee Pay Plan Starting Estimates (December 18)

January

Budget Activities / Work Session

- 1) Motion to Accept 2018-19 the Budget Preparation Schedule (January 2)
- 2) Presentation of initial general fund revenue estimates (January 2)
- 3) Department Director Budget Presentations (Jan. 2 – Jan. 16)
- 4) Initial General Fund Revenue Estimate / Work session (January 16)
- 5) City Council Approve a Salary Plan / Debt Payment (Special Meeting January 22)

February

Budget Activities / Work Session

- 1) 6:00 pm Work Session non-salary expenditures (February 5)
- 2) 7:00 Council approves initial revenue estimates for all other funds (February 5)
- 3) 7:00 pm Council approves non-salary expenditures (February 5)
- 4) Special Meeting Workshop (if needed for any unresolved approvals / Items) (February 12)
- 5) 7:00 pm Council receives and adopts final proposed budget and other notice of hearing (February 20)
- 6) Notice of Hearing on Adoption of final budget. (February 20 – the notice is not to be published more than 20 days, and not less than 10 days of the hearing date.)

March

Budget Activities

- 1) Public Hearing and Adoption of Budget (March 5)
- 2) Final Budget Certification with County Auditor (March 15th)

June

- 1) IDOM certifies taxes back to county auditor (June 15)

July 1

- 2) Budget takes effect

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	January 2, 2018
AGENDA ITEM:	Motion – Accepting the City Council Meeting Calendar
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Redmond Jones II, City Administrator
DATE:	December 20, 2017

BACKGROUND:

The City Council Meeting Calendar includes an additional meeting day in July in order to allow for claims to be paid. This meeting has historically not been in place but the lack of the meeting has created difficulties in getting payments made in a timely matter in the past.

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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City Holidays

11

City Council Meetings 24

2018 Calendar

January 2018						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2018						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March 2018						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2018						
Su	Mo	Tu	We	Th	Fr	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2018						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2018						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 2018						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2018						
Su	Mo	Tu	We	Th	Fr	Sa
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

ICMA
(Baltimore)

October 2018						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	January 2, 2018
AGENDA ITEM:	Discussion – Casey’s General Store Site on 311 East Main Street Environmental Issues and Casey’s Development Agreement
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:	December 20, 2017

BACKGROUND:

DNR has informed the City that the vacated Casey’s General Store site on 311 East Main Street is contaminated with petroleum. Therefore, it will be required to have a tiered site assessment in order to ascertain the level of the contamination. DNR defines the purpose of Tier 3 Assessment (Tier 3) as an assessment of the risk of exposure to the chemicals of concern using other chemical fate and transport models or alternative assessment methods. A Tier 3 assessment is intended to provide additional risk assessment data.

What to make of this? This would indicate that Casey’s has a long way to go to meet the terms of their Development Agreement with the City (property resale and demolition). In fact, some may argue that Casey’s is currently already outside of the development agreement terms; therefore, should result in discontinuing or absolving any rebate obligation of the city. This is certainly something that deserves more discussion and a legal review. Our development agreement with Casey’s represents \$25,000 for 20 years debt obligation. This would equate to \$500,000 total.

STAFF RECOMMENDATION:	Discussion Look for Direction Regarding Next Steps
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	January 2, 2018
AGENDA ITEM:	Public Hearing Regarding the Plans and Specs 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:	December 22, 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:	Conduct a Public Hearing
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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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

"Turning Vision Into Reality is our Business"

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 mmoorary@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.

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

"Turning Vision Into Reality is our Business"

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

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"Turning Vision Into Reality is our Business"

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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

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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

TABLE OF CONTENTS

NOTICE OF HEARING AND LETTING

INSTRUCTIONS TO BIDDERS

BID BOND

FORM OF PROPOSAL

FORM OF CONTRACT

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

NOTICE TO PROCEED

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

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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.

"Turning Vision Into Reality is our Business"

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
 _____ 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

"Turning Vision Into Reality is our Business"

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		

(CON'T - PROPOSAL)

Project No. 16-072

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		

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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 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____

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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 APPERTENANCES	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		
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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: _____