



PUBLIC NOTICE AND AGENDA OF THE WEST BRANCH CITY COUNCIL MEETING SCHEDULED TO CONVENE AT 7:00 P.M. MONDAY MARCH 4, 2019 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.*

AGENDA

A. Call to Order

B. Opening Ceremonies

1. Pledge of Allegiance
2. Welcome

G. Roll Call

D. Guest Speaker, Presentations and Proclamations

1. Impact 7G – Doug Ongie, Environmental Planner; will be presenting a brief summary regarding Downtown East Redevelopment (former Croell Ready-mix site).

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.

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 Agenda for discussion.

1. **Motion to Approve** Meeting Minutes for City Council Meeting February 19, 2019.
2. **Motion to Approve** a Liquor License Refund of \$308.75 for Thirsty on 30 Inc. DBA Thirsty on 80 due to business closing effective February 7, 2019.

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3. **Motion to Approve** a Liquor License Renewal for Casey's General Store #3463 – 615 S. Downey Street, West Branch, Iowa.
4. **Motion to Approve** the Claims Report.

G. Public Hearing / Non-Consent Agenda

1. **Discussion Item:** Proposed Ordinance to all bike riders 14 or over wear helmets.
2. **Second Reading, Ordinance 763** – An Ordinance Amending the Zoning Code of the City of West Branch by adding several amendments regarding front yard, back yard, and zero-lot line requirements.
3. **Public Hearing:** Adopting the City Administrator's Recommended Budget for Fiscal Year Beginning July 1, 2019 and Ending June 30, 2020.
4. **Resolution 1788** – Adopting the City Administrator's Recommended Budget for Fiscal Year Beginning July 1, 2019 and Ending June 30, 2020.
5. **Public Hearing:** Considering Rezoning a Portion of the Meadows Subdivision, Part 4, of Real Property from R-1 Residential District to R-2 lots 40-57.
6. **First Reading, Ordinance 764** – An Ordinance Rezoning a Portion of the Meadows Subdivision, Part Four, of Real Property From R-1 Residential District.
7. **Public Hearing:** the Kuene/Kofron Property – Rezoning
8. **First Reading, Ordinance 765** – An Ordinance Rezoning the Kuene/Kofron Property from A-1 (Agricultural) to R-1 and Planned Unit Development District (PUD).
9. **Resolution 1785** – Approving Northside Addition Parcel D Site Plan (Brian Shay).
10. **Resolution 1786** – Approving Cedar's Edge Subdivision Final Plat.
11. **Resolution 1787** – Approving Cedar's Edge Subdivider's Agreement
12. **Motion to Accept** the Resignation of Wesley Homeister
13. **Motion to Approve** Starting the Hiring Process for a West Branch Police Officer.
14. **Resolution 1789** – A Resolution Approving an Engineering Services Agreement Not-To-Exceed \$59,200.00 with Veenstra & Kimm Inc. for Services Related to the Relocation of Water Main and Force Main Lines Necessary for the I-80 Widening.
15. **Resolution 1790** – A Resolution Amending a Construction Engineering Service Agreement in the Amount Not-to-Exceed \$34,000 with V&K for services related to added scope of work items on 2nd Street from College to Green Street.

H. Reports

1. City Administrator's Report
2. City Attorney Report

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

February 19, 2019
7:00 p.m.

Mayor Roger Laughlin called the West Branch regular City Council meeting to order at 7:00 p.m. Mayor Laughlin then invited the Council, Staff and members of the audience to stand and led the group in the Pledge of Allegiance. Roll call: Council members: Colton Miller, Jordan Ellyson, Jodee Stoolman and Nick Goodweiler were present. Brian Pierce was absent. Laughlin welcomed the audience and the following City staff: City Administrator Redmond Jones, Deputy Clerk Leslie Brick, Finance Officer Gordon Edgar, Park & Recreation Director Melissa Russell, Library Director Nick Shimmin and Police Chief Mike Horihan.

GUEST SPEAKER, PRESENTATIONS, AND PROCLAMATIONS

Blake Shultice, fourth grade teacher, Hoover Elementary, West Branch and his class presented a suggested ordinance that would require children under the age of fourteen (14) to wear helmets when riding bicycles and scooters. They suggested that a reward (or incentive) in the form of a coupon for a free ice cream cone be given by West Branch Police Officers who found children obeying the new rule. They also provided statistics from 2010 to 2015 on the number of deaths in the US and said that a number of states have adopted similar ordinances.

The Council asked if skateboards would also be included in the ordinance and they responded that helmets would be required for anything with wheels. When asked who would pay for the cost of issuing ice cream tickets, the kids responded that the City could ask businesses for donations similar to Hoover's Hometown Days. The Council thanked the kids for the idea and said they would consider it and get back to Mr. Shultice.

PUBLIC COMMENT

No comment.

APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION

Motion to approve minutes for City Council meeting February 4, 2019.

Motion to approve Brick Arch Winery's Native Wine License Renewal – 116 W. Main Street, West Branch, Iowa.

Motion to approve Board and Commission Appointments

Motion to approve the Claims Report.

FEBRUARY CLAIMS PAID AND JANUARY REVENUE

EXPENDITURES	2/4/2019	
AERO RENTAL INC	EQUIPMENT RENTAL	869.52
ALLIANT ENERGY	UTILITIES - WATER TOWER	10,155.12
ALTORFER INC	VEHICLE REPAIR PARTS	21.36
AXON ENTERPRISE, INC.	TASER SUPPLIES	1,056.00
BAKER & TAYLOR INC.	BOOKS	1,534.01
BARRON MOTOR SUPPLY	SUPPLIES	447.16
BP AMOCO	VEHICLE FUEL	704.95
CEDAR COUNTY RECORDER	RECORDING FEES	73.00
CITY TRACTOR CO	EQUIPMENT	331.90
CROELL, INC.	SAND	398.90
D&R PEST CONTROL	PEST CONTROL	70.00
DODGE STREET TIRE & AUTO I	TIRES	706.92
FARMERS SUPPLY SALES INC	REPAIR PARTS	160.57
FEHR GRAHAM	308 PV PARK CONST SERVICE	674.50
FRED'S FEED & SUPPLY LLC	REPAIR PARTS	22.04
HD CLINE COMPANY	VEHICLE REPAIR PARTS	213.00
IOWA LIBRARY ASSOCIATION	DUES SCHAFER 2019	195.00
JETCO ELECTRIC INC.	SERVICE CALL	1,186.50

JOHNSON COUNTY REFUSE INC.	RECYCLING JAN 2019	3,895.00
JOURNEYED COM INC	SOFTWARE	48.01
LINN COUNTY R.E.C.	STREET LIGHTS	153.90
MARTIN GILLESPIE	BUILDING INCENTIVE PAYMENT #1	47.31
MIDWEST FRAME & AXLE	REPAIR PARTS	167.82
MISCELLANEOUS VENDOR	DUMONT COMM LIBRARY:DVD	23.76
MUNICIPAL SUPPLY INC.	WATER METER ACCESSORIES	607.53
OVERDRIVE INC	AUDIO BOOKS	803.48
PITNEY BOWES PURCHASE POWE	PITNEY BOWES PURCHASE POWER	500.00
PYRAMID SERVICES INC.	REPAIR PARTS	41.88
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	913.00
QUILL CORP	OFFICE SUPPLIES	240.75
SHIMMIN, NICK	CIRCULATION ITEM	41.09
STATE HYGIENIC LAB	LAB ANALYSIS	841.50
SUPPLYWORKS	BATHROOM SUPPLIES	47.67
US BANK CORPORATE CARD	LAPTOP, TRAININGS & SUPLIES	1,350.52
US BANK EQUIPMENT FINANCE	COPIER LEASE LIBRARY	212.50
WALMART COMMUNITY/RFCSELLC	DVDS, SUPPLIES	272.83
WEST BRANCH FORD	VEHICLE REPAIR	214.19
WEST BRANCH REPAIRS	VEHICLE REPAIR	784.63
WEST BRANCH TIMES	SUBSCRIPTION	835.47
WEX BANK	VEHICLE FUEL	891.12
TOTAL -		31,754.41
PAYROLL	2/8/2019	43,398.31
PAID BETWEEN MEETINGS		
ALLIANT ENERGY	LIGHTS - 219 E GREEN	12.49
DEMCO	OFFICE SUPPLIES	614.24
JULIA HIME	VIDEOGRAPHY SERVICES	50.00
ISOLDA PAGE	TRAVEL	68.38
QUALITY ENGRAVED SIGNS	OFFICE SUPPLIES	44.92
UPS	SHIPPING	10.91
TOTAL		800.94
GRAND TOTAL EXPENDITURES		75,953.66

FUND TOTALS	
001 GENERAL FUND	34,806.81
022 CIVIC CENTER	662.06
031 LIBRARY	10,425.51
110 ROAD USE TAX	5,058.63
112 TRUST AND AGENCY	4,700.47
308 PARK IMP - PEDERSEN VALLEY	674.50
600 WATER FUND	11,734.82
610 SEWER FUND	7,890.86
GRAND TOTAL	75,953.66

EXPENDITURES	2/14/2019	
BUSINESS RADIO SALES	SUPPLIES/SERVICE	276.60
CEDAR COUNTY COOPERATIVE	FUEL - PUBLIC WORKS	1,274.72
EAGLE ENGRAVING INC	SUPPLIES	381.02
FELD FIRE EQUIPMENT CO. IN	SUPPLIES	1,177.50
HOSPERS & BROTHER PRINTERS	PRINTING	291.50
IOWA ASSOCIATION OF WOMEN	STEEN TRAINING CONFERENCE	85.00
JOHNSON COUNTY MUTUAL AID	DUES	95.00
KELTEK INC	SERVICE	279.88
THOMAS HEATING & AIR LLC	SERVICE	345.00
TIPTON ELECTRIC MOTORS	SERVICE	163.39
WEST BRANCH REPAIRS	SERVICE	664.91
TOTAL		5,034.52

FUND TOTALS	
001 GENERAL FUND	3,759.80
110 ROAD USE TAX	1,274.72
GRAND TOTAL	5,034.52

REVENUE-FISCAL YEAR 2019	
FUND	JANUARY
001 GENERAL FUND	82,651.07
022 CIVIC CENTER	860.35
031 LIBRARY	542.70
036 TORT LIABILITY	2,402.16
110 ROAD USE TAX	25,346.19
112 TRUST & AGENCY	15,052.77
119 EMERGENCY TAX FUND	1,894.71
121 LOCAL OPTION SALES TAX	17,276.09
125 TIF	16,216.47
226 DEBT SERVICE	15,483.33
308 PARK IMP - PEDERSEN VALLEY	27,790.96
500 CEMETERY PERPETUAL FUND	0.50
502 KROUTH INTEREST FUND	0.18
600 WATER FUND	41,834.19
610 SEWER FUND	31,752.47
740 STORM WATER UTILITY	4,980.99
TOTAL	284,085.13

Motion by Miller, second by Goodweiler to approve agenda/consent agenda items. AYES: Miller, Goodweiler, Stoolman, Ellyson. NAYS: None. Absent: Pierce. Motion carried.

PUBLIC HEARING / NON-CONSENT AGENDA

Discussion: Recreation Facility, Park & Sports Field Use and Fee Policy.

Russell explained the proposed policy and fees for field rental at Cubby Park. She said information was gathered from surrounding cities on pricing and that the Parks & Recreation commission discussed and agreed on the information provided to the Council. Some Council members felt that non-residents should not be able to use the fields for practices, while others felt that anyone should be able to use the fields with West Branch residents getting first priority. Russell said field scheduling has always been a challenge because most wait until the last minute to schedule practice time. The Council recommended no changes to the policy presented.

Russell said the commission was also discussing the sale of beer at the concession stand and said they were in favor of it but only during adult activities. She said beer would not be sold during any children activities and asked the Council for their feedback. Russell also stated that only City employees would work the concession stand to ensure sales would be accurately accounted for. The general consensus of the Council was to allow the sale of beer and not allow anyone to bring their own on to the property so consumption could be better controlled.

Resolution 1784 – Approve a Fund Balance Reserve Policy and approve funding of \$72,089 toward an eventual (3 month of operations) fund balance goal of \$459,072. / Move to action.

Stoolman was absent from the last meeting when this policy was presented and questioned that she thought this policy was established for fiscal year 2019. Jones said the while it was a goal for FY19, a policy was not formerly approved. This policy would create the fund and make a first deposit (like a savings account). He said the money in the fund would not be spent without the consent of the Council and be used generally for unplanned projects like the I-80 expansion project that will require the City to move water and sewer lines. Miller said he was still voting ‘no’ and stated that he had spoken to residents that didn’t feel the City was in a position to save money one year while having just raised taxes last year because of budget shortfalls. Laughlin said he felt the policy was a good idea but felt that the fund only be used for natural disaster type emergencies, Stoolman agreed with the Mayor. While all members approved of the policy, no one felt comfortable funding it at this time.

Motion by Stoolman, second by Goodweiler to approve Resolution 1784. AYES: Goodweiler. NAYS: Stoolman, Ellyson, Miller. Absent: Pierce. Motion **FAILED**.

Resolution 1781 – Accepting the Terms and Conditions of the Derelict Building Grant Program should the City of West Branch receive award of the grant. / Move to action.

Laughlin said the resolution was a requirement of the derelict grant and if received, the City would need to provide a cash match.

Motion by Stoolman, second by Ellyson to approve Resolution 1781. AYES: Stoolman, Ellyson, Miller, Goodweiler. NAYS: None. Absent: Pierce. Motion carried.

First Reading, Ordinance 763 – An Ordinance Amending the Zoning Code of the City of West Branch by adding several amendments regarding front yard, back yard, and zero-lot line requirements. /Move to action.

Brick explained that the new ordinance replaces Ordinance 747 previously approved in December 2017. When ordinance 747 was passed, language was added to section 165.27 (R-1) district for zero-lot line properties. It was later determined that zero-lots are not a permitted use in this district and therefore the language should be deleted entirely. Ordinance 763 deletes the incorrect language, all other changes remain as is.

Motion by Goodweiler, second by Stoolman to approve 1st reading of Ordinance 763. AYES: Goodweiler, Stoolman, Miller, Ellyson. NAYS: None. Absent: Pierce. Motion carried.

Resolution 1782 – Amending the City of West Branch Housing Incentive Program. /Move to action.

Laughlin said Brick previously provided details of the current housing incentive plan along with lost revenues to the general, water and sewer funds. This information led the Council at last meeting to discuss changes to the current program. The changes include increasing permit fees and reclaiming water and sewer connection fees. The five thousand (\$5000) dollar tax rebate to homeowners remains unchanged however, the number of eligible homes in a calendar year decreased from fifty (50) to thirty (30). Goodweiler questioned if limiting the number of homes really provided an incentive for new homeowners. Brick explained that the limit set was to control the rebate on the back end for budgeting purposes. With passage of this resolution, the revised program goes into effect on April 1, 2019 and the program will end June 30, 2021.

Motion by Goodweiler, second by Ellyson to approve Resolution 1782. AYES: Goodweiler, Ellyson, Miller, Stoolman. NAYS: None. Absent: Pierce. Motion carried.

Resolution 1783 – Accepting the City Administrator’s recommended budget and ordering a Notice of Hearing for March 4, 2019 to adopt the FY 2019-2020 Budget. /Move to action.

Laughlin said last year he had requested a more streamlined approach to the budget process, however he commented he that this year’s process lacked department presentations on how funds would be expended. Stoolman stated that she would like to see each department budget for their own big expenses, much like the way the fire department does. Miller agreed and said the fire department had always done a great job doing so. He also asked Stoolman to share her thoughts previously mentioned on a salary for the Fire Chief. Stoolman replied that it is something the City should seriously consider at some point in the future.

Motion by Goodweiler, second by Ellyson to approve Resolution 1783. AYES: Goodweiler, Ellyson, Stoolman, Miller. NAYS: None. Absent: Pierce. Motion carried.

CITY ADMINISTRATOR REPORT

Jones reported that IDOT has requested the City to complete the moving of water and sewer lines that affect the I-80 expansion project by the fall of 2019. He also said a pre-construction meeting would be scheduled in the next couple of weeks with Taylor Construction for the College Street Bridge project. Jones also asked the Council to review the Croell Site Re-Use plan is available and requires City feedback for final proofing. Jones said the deadline for comments was February 26, 2019.

CITY ATTORNEY REPORT

No report.

STAFF REPORTS

No report.

COMMENTS FROM MAYOR AND COUNCIL MEMBER

No comments.

ADJOURNMENT

Motion to adjourn by Ellyson, second by Goodweiler. Motion carried on a voice vote. City Council meeting adjourned at 8:44 p.m.

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, Deputy City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 4, 2019
AGENDA ITEM:	Motion to Approve a Liquor License Refund of \$308.75 for Thirsty on 30 Inc. DBA Thirsty on 80 due to business closing effective February 7, 2019.
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Leslie Brick, Deputy City Clerk
DATE:	February 26, 2019

BACKGROUND:

Approve a liquor license refund for Thirsty on 30 Inc. DBA Thirsty on 80. The business unexpectedly closed on February 7, 2019. License is effective until 8/18/2019.

The amount of refund owed from the City is \$308.75.

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

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 4, 2019
AGENDA ITEM:	Motion to Approve a License Renewal for Casey's General Store #3463 – 615 S. Downey Street, West Branch, Iowa.
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Leslie Brick, Deputy City Clerk
DATE:	February 26, 2019

BACKGROUND:

Approve Class E Liquor license with privileges: Class B Carryout Wine permit, Class C Carryout Beer permit, and Sunday Sales permit for Casey's Marketing Company, dba Casey's General Store #3463 at 615 S. Downey Street. Renewal effective March 31, 2019 through March 30, 2020.

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

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 4, 2019

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 Director
DATE:	February 26, 2019

BACKGROUND:

These are routine expenditures 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 – Move to Action

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

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EXPENDITURES**3/4/2019**

AMAZON	BOOKS, OFFICE & PROG. SUPPLIES	953.47
BIG COUNTRY SEEDS INC	ICE MELT	1,396.50
CAROL ROGHAIR	BUILDING INCENTIVE PAYMENT	1,058.55
COMPASS MINERALS AMERICA I	HIGHWAY SALT	1,963.84
CROELL, INC.	SAND	780.10
DORSEY & WHITNEY LLP	BOND COUNSEL FEES \$4,200,000	12,045.96
DREAMHOST WEBHOSTING	MALWARE PROTECTION	36.00
IOWA ASSN. MUN. UTILITIES	MEMBERSHIP DUES	723.00
IOWA MUNICIPAL FINANCE OFF	DUES BRICK 18-19	100.00
IOWA SECTION AWWA	TRAINING	80.00
JOHN DEERE FINANCIAL	SUPPLIES	224.85
JOHNSON COUNTY REFUSE INC.	GARBAGE STICKERS	600.00
JOSHUA LANGFORD	BUILDING INCENTIVE PAYMENT	1,107.98
KNOCHE, REBECCA	VIDEOGRAPHY SERVICES	150.00
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,285.15
LYNCH'S EXCAVATING INC	WATERMAIN REPAIR	8,820.85
LYNCH'S PLUMBING INC	NEW BOILER	13,894.30
OLSON, KEVIN D	LEGAL SERVICES	1,500.00
OVERDRIVE INC	AUDIOBOOKS	193.94
PAC-VAN INC	STORAGE UNIT	4,405.50
PARKSIDE SERVICE	SERVICE	126.00
QUILL CORP	OFFICE SUPPLIES	71.86
SHRED-IT USA	DOCUMENT DESTRUCTION	48.15
STATE INDUSTRIAL PRODUCTS	CHEMICALS	244.00
UPS	SHIPPING	22.82
VEENSTRA & KIMM INC.	ADMIN USGS FLOOD STUDY	447.40
VEENSTRA & KIMM INC.	PLAN REVIEW	688.00
VEENSTRA & KIMM INC.	COLLEGE ST BRIDGE - BID & CONST ENGINEERING	5,855.58
VEENSTRA & KIMM INC.	PLAN REVIEW	688.00
VERIZON WIRELESS	VERIZON WIRELESS	1,141.12
WELLMARK, INC.	ADMIN - FLEX CLAIMS	118.80
WEST BRANCH COMMUNITY SCHOOL	GYM RENT - VOLLEYBALL	720.00

TOTAL 61,491.72**PAYROLL 2/22/2019 55,263.89****PAID BETWEEN MEETINGS**

MEDIACOM	CABLE SERVICE	41.90
UPS	SHIPPING	66.10

TOTAL 108.00**GRAND TOTAL EXPENDITURES 116,863.61****FUND**

001 GENERAL FUND	29,006.02
022 CIVIC CENTER	43.44
031 LIBRARY	6,510.66
110 ROAD USE TAX	21,757.47
112 TRUST AND AGENCY	12,950.91
308 PARK IMP - PEDERSEN VALLEY	9,864.84
310 COLLEGE STREET BRIDGE	7,427.22
318 COLLEGE ST & 2ND ST IMPROVEMENT	609.48
600 WATER FUND	16,963.13
610 SEWER FUND	11,730.44

GRAND TOTAL 116,863.61

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
POLICE OPERATION	GENERAL FUND	PARKSIDE SERVICE	SERVICE	126.00		
			WIRELESS SERVICE	314.30		
		VERIZON WIRELESS	WIRELESS SERVICE	374.96		
			LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	244.91	
		TOTAL:		1,060.17		
FIRE OPERATION	GENERAL FUND	VERIZON WIRELESS	WIRELESS SERVICE	40.01		
			LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	101.16	
		TOTAL:		141.17		
PARK & RECREATION	GENERAL FUND	WEST BRANCH COMMUNITY SCHOOLS	GYM RENT - VOLLEYBALL	270.00		
			GYM RENT-INDOOR WALKING	320.00		
			GYM RENT - INDOOR WALKING	130.00		
		VERIZON WIRELESS	WIRELESS SERVICE	36.85		
			LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	153.38	
		TOTAL:		910.23		
ECONOMIC DEVELOPMENT	GENERAL FUND	JOSHUA LANGFORD	BUILDING INCENTIVE PAYMENT	1,107.98		
			CAROL ROGHAIR	BUILDING INCENTIVE PAYMENT	1,058.55	
		TOTAL:		2,166.53		
CLERK & TREASURER	GENERAL FUND	DREAMHOST WEBHOSTING	MALWARE PROTECTION	36.00		
			QUILL CORP	OFFICE SUPPLIES	71.86	
		VEENSTRA & KIMM INC.	ADMIN USGS FLOOD STUDY	447.40		
			LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	336.52	
		IOWA MUNICIPAL FINANCE OFFICERS ASSN.	DUES BRICK 18-19	50.00		
			DUES EDGAR 19-20	50.00		
		SHRED-IT USA	DOCUMENT DESTRUCTION	48.15		
		TOTAL:		1,039.93		
		LEGAL SERVICES	GENERAL FUND	OLSON, KEVIN D	LEGAL SERVICES	1,500.00
					TOTAL:	1,500.00
SOLID WASTE	GENERAL FUND	JOHNSON COUNTY REFUSE INC.	GARBAGE STICKERS	600.00		
			TOTAL:	600.00		
LOCAL				0.00		
				4.95		
				4.95		
COMMIS				8.00		
				8.00		
				6.00		
TOWN HALL	CIVIC CENTER	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	43.44		
			TOTAL:	43.44		
LIBRARY	LIBRARY	OVERDRIVE INC	AUDIOBOOKS	193.94		
			LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	186.62	
		AMAZON	BOOKS, OFFICE & PROG. SUPP	592.53		
			BOOKS, OFFICE & PROG. SUPP	80.10		
		BOOKS, OFFICE & PROG. SUPP	29.94			
		BOOKS, OFFICE & PROG. SUPP	250.90			
		TOTAL:		1,334.03		
ROADS & STREETS	ROAD USE TAX	LYNCH'S EXCAVATING INC	SERVICE	265.00		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LYNCH'S PLUMBING INC	NEW BOILER	13,894.30
		VERIZON WIRELESS	WIRELESS SERVICE	125.00
		JOHN DEERE FINANCIAL	SUPPLIES	55.99
			SUPPLIES	66.89
			SUPPLIES	101.97
		CROELL, INC.	SAND	780.10
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	51.39
		COMPASS MINERALS AMERICA INC	HIGHWAY SALT	1,963.84
		BIG COUNTRY SEEDS INC	ICE MELT	1,396.50
			TOTAL:	18,700.98
CLERK & TREASURER	TRUST AND AGENCY	WELLMARK, INC.	ADMIN - FLEX CLAIMS	118.80
			TOTAL:	118.80
INVALID DEPARTMENT	PARK IMP - PEDERSE	DORSEY & WHITNEY LLP	BOND COUNSEL FEES \$4,200,0	9,864.84
			TOTAL:	9,864.84
INVALID DEPARTMENT	COLLEGE STREET BRI	DORSEY & WHITNEY LLP	BOND COUNSEL FEES \$4,200,0	1,571.64
		VEENSTRA & KIMM INC.	310-COLL ST BRIDGE BID & C	5,855.58
			TOTAL:	7,427.22
INVALID DEPARTMENT	COLLEGE ST & 2ND S	DORSEY & WHITNEY LLP	BOND COUNSEL FEES \$4,200,0	609.48
			TOTAL:	609.48
WATER OPERATING	WATER FUND	LYNCH'S EXCAVATING INC	WATERMAIN REPAIR	173.40
			LYNCH'S EXCAVATING INC	4,009.95
			WATERMAIN REPAIR	4,372.50
		IOWA ASSN. MUN. UTILITIES	MEMBERSHIP DUES	723.00
		VERIZON WIRELESS	WIRELESS SERVICE	125.00
		IOWA SECTION AWWA	TRAINING	80.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	51.39
			TOTAL:	9,535.24
SEWER OPERATING	SEWER FUND	UPS	SHIPPING	22.82
		VERIZON WIRELESS	WIRELESS SERVICE	125.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	51.39
		STATE INDUSTRIAL PRODUCTS	CHEMICALS	244.00
		PAC-VAN INC	STORAGE UNIT	4,405.50
			TOTAL:	4,848.71

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
----- FUND TOTALS -----				
	001	GENERAL FUND		9,008.98
	022	CIVIC CENTER		43.44
	031	LIBRARY		1,334.03
	110	ROAD USE TAX		18,700.98
	112	TRUST AND AGENCY		118.80
	308	PARK IMP - PEDERSEN VALLE		9,864.84
	310	COLLEGE STREET BRIDGE		7,427.22
	318	COLLEGE ST & 2ND ST IMPRO		609.48
	600	WATER FUND		9,535.24
	610	SEWER FUND		4,848.71
		GRAND TOTAL:		61,491.72



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 4, 2019
AGENDA ITEM:	Discussion Item: Regarding the Proposed Ordinance that all bike riders 14 or over wear bike helmets.
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Mike Horihan, Chief of Police
DATE:	February 26, 2019

BACKGROUND:

The Hoover 4th graders proposed the following ordinance: All bike and scooter riders in West Branch aged 14 or younger must wear a helmet.

Incentive: Police officers who notice young riders wearing helmets can give them a "safety coupon" that earns them a free ice cream cone or other small reward. (The word ticket may send the wrong message.)

The West Branch Police Department wants to promote safety in the schools and our roadways. The WBPB will evaluate any ideas, laws or concepts that would promote public safety. The laws must be fair, impartial, and easily enforced. It is a proven fact that wearing bike helmets will promote safety and help limit life threatening injuries suffered in a vehicle crash or even just falling off a bicycle. There are a few thoughts that come to mind. If it is mandatory to wear bike helmets for children aged 14 or older why shouldn't be a law for younger children to wear a helmet. Why should it not be mandatory for an adult or child under 14 not to wear a helmet? Why not adults? It might be hard for an officer to tell the difference between a child under 14 and a child that is 14 years old. Would it be effective to write a child a traffic ticket that requires a fine to be paid? Maybe the child does not have a helmet, or can't afford a helmet and is from out of town and not aware of the ordinance. If you require bike helmet for bicycles why not motorcycles?

If the city wants to add something to the ordinance, I would suggest something along the lines of the City of West Branch would like to promote safety and would recommend that people of all ages wear a bike helmet. (no fine)

I like the idea of the City of West Branch promoting bike helmets. I like the ice cream coupon idea. That ice cream coupon can be given to young people who wear a bike helmet. I have been talking with Main Street Sweets. Main Street Sweets has agreed, with the help of WBPB to help promote bike safety. We would do this by promoting the use of bike helmets'. Below are the guide lines for the program.

1. The program would run from April 1, 2019 to November 1, 2019.
2. The WBPB would purchase 200 coupons (to start) from Main Street Sweets for .50 apiece.
3. The child could get a coupon if they wear their bike helmet and obey the rules of the road.
4. The child could get a coupon once every week or two.
5. Officers will find a safe way and safe location to give the coupon. (not traffic stop)

It has been suggested at the West Branch Directors meeting, that the City of West Branch could sponsor a bike rodeo. This could be done at the same time as the Grand Opening of Cubby Park. We would provide bike helmets, have bike helmet fitting, do bike inspections, teach hand signals and have a bike rodeo. The bike rodeo would teach bike safety, and teach safe operation of the bike. Prizes, helmets, ribbons, and other free giveaways may be given. We could have gift drawings that would help promote attendance.

STAFF RECOMMENDATION: Seek Direction from the City Council
REVIEWED BY CITY ADMINISTRATOR:
COUNCIL ACTION:
MOTION BY:
SECOND BY:

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 4, 2019
AGENDA ITEM:	Second Reading, Ordinance 763 – An Ordinance Amending the Zoning Code of the City of West Branch by adding several amendments regarding front yard, back yard, and zero-lot line requirements.
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Leslie Brick, Deputy City Clerk
DATE:	February 8, 2019

BACKGROUND:

The Planning & Zoning Commission approved Ordinance 747 in 2017 adding language to Chapter 165.27(R-1) and 165.28(R-2) for zero-lot line requirements. As an oversight, language was added to section 165.27 (R-1) which does not allow for zero-lots.

The Planning & Zoning Commission met on February 5, 2019 and reviewed Ordinance 747 and approved removing all updates that allow zero-lots in the R-1 district. Ordinance 763 corrects this error, a copy of Ordinance 747 is attached indicating the corrections necessary.

It is now necessary to approve Ordinance 763 that corrects the former **Ordinance 747**.

STAFF RECOMMENDATION:	Approve the Second Reading – Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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ORDINANCE 747

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

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

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

NOW, THEREFORE, BE IT ORDAINED:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Adjudication. If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

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

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk

ORDINANCE 763

AN ORDINANCE AMENDING THE ZONING CODE OF THE CITY OF WEST BRANCH BY ADDING SEVERAL AMENDMENTS REGARDING FRONT YARD, BACK YARD, AND ZERO-LOT LINE REQUIREMENTS.

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

WHEREAS, a public hearing on said zoning revisions was previously held as required by law.

WHEREAS, this Ordinance replaces Ordinance 747, passed and approved December 4, 2017; and

NOW, THEREFORE, BE IT ORDAINED:

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

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

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

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

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

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

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

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

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

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

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

7. Adjudication. If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

First reading: February 19, 2019

Second reading: March 4, 2019

Third Reading:

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, Deputy City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 4, 2019
AGENDA ITEM:	Public Hearing: Adopting the City Administrator's Recommended Budget for Fiscal Year Beginning July 1, 2019 and Ending June 30, 2020
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Redmond Jones, City Administrator
DATE:	February 28, 2019

BACKGROUND:

As provided by law our budget process has met the requirements of law. Notice of Public Hearing - Budget Estimate: (Form 631) Publication requirements: "not less than 10 days nor more than 20 days BEFORE the DATE of the hearing". The day on which the hearing is held IS NOT used in the 10 and 20 calculation. Please allow appropriate time to comply with the code. If the publication does not meet this statutory requirement, the notice and hearing MUST be re-done, NO EXCEPTIONS. The budget is not compliant with IA Code section 384.16 unless this process is completed.

Note that one copy of a Proof of Publication/Affidavit of Posting MUST be sent to and verified by the county auditor. By statute, an auditor CANNOT levy property taxes until this proof has been provided. Iowa Code 24.10.

STAFF RECOMMENDATION:	Open and Close the Public Hearing – Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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NOTICE OF PUBLIC HEARING BUDGET ESTIMATE

FISCAL YEAR BEGINNING JULY 1, 2019 - ENDING JUNE 30, 2020

City of West Branch, Iowa

The City Council will conduct a public hearing on the proposed Budget at 110 N. Poplar St., West Branch, IA

on 3/4/2019 at 7:00 p.m.

(Date) xx/xx/xx

(hour)

The Budget Estimate Summary of proposed receipts and expenditures is shown below.

Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property \$ 13.08686

The estimated tax levy rate per \$1000 valuation on Agricultural land is \$ 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

319-643-5888
phone number

Redmond Jones II
City Clerk/Finance Officer's NAME

		Budget FY 2020	Re-estimated FY 2019	Actual FY 2018
		(a)	(b)	(c)
Revenues & Other Financing Sources				
Taxes Levied on Property	1	1,795,597	1,738,000	1,631,622
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	1,795,597	1,738,000	1,631,622
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	461,222	406,058	249,972
Other City Taxes	6	255,907	217,000	246,156
Licenses & Permits	7	35,500	45,000	34,538
Use of Money and Property	8	29,150	32,000	63,664
Intergovernmental	9	1,100,951	1,036,753	673,336
Charges for Fees & Service	10	1,110,620	1,093,000	1,095,909
Special Assessments	11	0	0	0
Miscellaneous	12	43,900	32,000	172,119
Other Financing Sources	13	500,000	165,000	4,242,527
Transfers In	14	1,253,936	1,020,642	1,466,375
Total Revenues and Other Sources	15	6,586,783	5,785,453	9,876,218
Expenditures & Other Financing Uses				
Public Safety	16	837,894	755,700	1,294,638
Public Works	17	422,219	403,000	395,374
Health and Social Services	18	0	0	0
Culture and Recreation	19	677,375	654,700	643,394
Community and Economic Development	20	132,978	67,000	52,657
General Government	21	188,286	188,000	200,911
Debt Service	22	1,000,885	1,072,500	681,872
Capital Projects	23	1,969,360	3,098,826	1,629,485
Total Government Activities Expenditures	24	5,228,997	6,239,726	4,898,331
Business Type / Enterprises	25	775,005	754,000	794,964
Total ALL Expenditures	26	6,004,002	6,993,726	5,693,295
Transfers Out	27	1,253,936	1,020,642	1,466,375
Total ALL Expenditures/Transfers Out	28	7,257,938	8,014,368	7,159,670
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-671,155	-2,228,915	2,716,548
Beginning Fund Balance July 1	30	3,085,796	5,314,711	2,598,163
Ending Fund Balance June 30	31	2,414,641	3,085,796	5,314,711



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 4, 2019

AGENDA ITEM: Resolution 1788 – Adopting the City Administrator’s Recommended Budget for Fiscal Year Beginning July 1, 2019 and Ending June 30, 2020.
--

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

PREPARED BY: Redmond Jones II, City Administrator / City Clerk

DATE: February 11, 2019

BACKGROUND:

As provided by law our budget process has met the requirements of State law. The final fiscal year 2019 -2020 annual budget set forth in the budget summary and certification of taxes and in the detailed budget in support thereof showing revenue estimates and appropriation and allocation of programs for said fiscal year are presented for adoption. Once approved the “City Administrator’s Recommend Budget” will be become the “2019 – 2020 Annual Budget”.

A budget booklet geared for public consumption will developed and displayed in the lobby of City Hall and on the City Web Site.

STAFF RECOMMENDATION: Approve the Resolution – Move to Action
--

REVIEWED BY CITY ADMINISTRATOR:
--

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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16-142

Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2019 - ENDING JUNE 30, 2020

Resolution No.: Resolution 1786

The City of: West Branch

County Name: CEDAR & JOHNSON

Date Budget Adopted: _____

The below signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages. Attached is Long Term Debt Schedule Form 753 which lists any and all of the debt service obligations of the City.

County Auditor Date Stamp		Resolution Number		Signature			
		January 1, 2018 Property Valuations				Last Official Census 2,322	
		With Gas & Electric		Without Gas & Electric			
		Regular	2a	135,421,456	2b		134,205,959
		DEBT SERVICE	3a	152,368,355	3b		151,152,858
	Ag Land	4a	566,253				

				TAXES LEVIED		
Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate	
384.1	8 10000	Regular General levy	1,096,914	1,087,068	8 10000	
Non-Voted Other Permissible Levies						
12(8)	0.87500	Contract for use of Bridge		0	44	0
12(10)	0.95000	Opr & Maint publicly owned Transit		0	45	0
12(11)	Asst Nec	Rent, Ins. Maint of Civic Center		0	46	0
12(12)	0.13500	Opr & Maint of City owned Civic Center	18,280	18,116	47	0.13499
12(13)	0.06750	Planning a Sanitary Disposal Project		0	48	0
12(14)	0.27000	Aviation Authority (under sec.330A,15)		0	49	0
12(15)	0.06750	Levee Impr. fund in special charter city		0	51	0
12(17)	Asst Nec	Liability, property & self insurance costs	45,543	45,135	52	0.33631
12(21)	Asst Nec	Support of a Local Emerg Mgmt Comm	15,032	14,897	605	0.11100
Voted Other Permissible Levies						
12(1)	0.13500	Instrumental/Vocal Music Groups		0	53	0
12(2)	0.81000	Memorial Building		0	54	0
12(3)	0.13500	Symphony Orchestra		0	55	0
12(4)	0.27000	Cultural & Scientific Facilities		0	56	0
12(5)	As Voted	County Bridge		0	57	0
12(9)	1.35000	Missi or Missouri River Bridge Const.		0	58	0
12(9)	0.03375	Aid to a Transit Company		0	59	0
12(16)	0.20500	Maintain Institution received by gift/devise		0	60	0
12(18)	1.00000	City Emergency Medical District		0	608	0
12(26)	0.27000	Support Public Library		0	61	0
28E.22	1.50000	Unified Law Enforcement		0	62	0
Total General Fund Regular Levies (5 thru 24)			1,175,769	1,165,216		
384.1	3.00375	Ag Land	1,701	1,701	63	3.00375
Total General Fund Tax Levies (25 + 26)			1,177,470	1,166,917		Do Not Add
Special Revenue Levies						
384.3	0.27000	Emergency (if general fund at levy limit)	36,564	36,236	84	0.27000
384.6	Asst Nec	Police & Fire Retirement		0		0
	Asst Nec	FICA & IPERS (if general fund at levy limit)	139,911	138,655		1.03315
Rules	Asst Nec	Other Employee Benefits	119,844	118,768		0.88497
Total Employee Benefit Levies (29,30,31)			259,755	257,423	65	1.91812
Sub Total Special Revenue Levies (28+32)			296,319	293,659		
Valuation						
388	As Req					
		With Gas & Elec		Without Gas & Elec		
	SSMD 1	(A)	(B)		66	0
	SSMD 2	(A)	(B)		67	0
	SSMD 3	(A)	(B)		68	0
	SSMD 4	(A)	(B)		69	0
	SSMD 5	(A)	(B)		565	0
	SSMD 6	(A)	(B)		560	0
	SSMD 7	(A)	(B)		1177	0
	SSMD 8	(A)	(B)		1185	0
Total Special Revenue Levies			296,319	293,659		
384.4	Asst Nec	Debt Service Levy 76.10(6)	337,715	335,021	70	2.21644
384.7	0.87500	Capital Projects (Capital Improv. Reserve)		0	71	0
Total Property Taxes (27+39+40+41)			1,811,504	1,705,597	72	13.08686

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:
 Budgets that **DO NOT** meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 831.1) was lawfully published, or posted if applicable, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) Number of the resolution adopting the budget has been included at the top of this form.
- 6) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.
- 7) The long term debt schedule (Form 753) shows sufficient payment amounts to pay the G.O. debt certified by the city to this office.

(County Auditor)

CHECK CITY VALUATIONS
 Taxable Valuations By Class By Levy Authority
 100% Valuations By Class By Levy Authority

Commercial & Industrial Replacement Claim Estimation

This sheet has been designed to allow each city to estimate the amount of property tax reimbursement that will be received from the State for each fund.

The City of West Branch

	(A) Commercial - Non-TIF	(B) Commercial - TIF	(C) Industrial - Non-TIF	(D) Industrial - TIF
1 Taxable	53,526,280	7,685,828	11,223,322	
2 100% Assessed	60,327,623	7,685,828	12,510,190	

REPLACEMENT \$		FILLS TO:
3 General Fund	\$63,202	REVENUES, LINE 18, COL (C)
4 Special Fund	\$16,928	REVENUES, LINE 18, COL (D)
5 Debt Fund	\$16,134	REVENUES, LINE 18, COL (F)
6 Capital Reserve Fund	\$0	REVENUES, LINE 18, COL (G)

REPLACEMENT PAYMENT PERCENTAGE

Beginning in FY 2017-2018, the amount of commercial & industrial replacement payments paid by the State of Iowa to local governments becomes limited by the total amount of payments made in FY 2016-2017. This limitation of total dollars available for repayment of commercial & industrial replacement claims may cause all payments to local governments to be pro-rated. The amount of proration necessary for the budget year will not be known until August, but the dropdown below will allow the estimated commercial & industrial replacement payments to be reduced by a selected proration percentage.

To reduce that estimated amount of commercial & industrial replacement payment budgeted for the coming fiscal year, complete an estimation of the replacement payment above. Once complete, select a proration percentage from the list below. The proration percentage will limit the amount of estimated replacement payment budgeted. This will hopefully prevent an over estimation in the budget year revenues.

96% -

95% -

94% -

93% -

92% -

91% -

90% -

* Please input the amount of revenue being received from any grants or reimbursements from the State of Iowa, excluding the replacement amounts on lines 3 through 6 above. Separate the revenues by fund receiving the money.

	(A) General	(B) Special Revenue	(C) TIF Sp. Revenue	(D) Debt Service	(E) Capital Projects	(F) Proprietary
Other State Grants & Reimbursements	18					

Commercial & Industrial Replacement Claim Estimation
 For SSMIDs
 The City of West Branch

SSMID 1		(A) Commercial - Reg	(B) Industrial - Reg	Replacement \$
1	Taxable			
2	Assessed			\$0

REPLACEMENT \$	
1	Special Fund \$0

SSMID 2		(A) Commercial - Reg	(B) Industrial - Reg	Replacement \$
1	Taxable			
2	Assessed			\$0

SSMID 3		(A) Commercial - Reg	(B) Industrial - Reg	Replacement \$
1	Taxable			
2	Assessed			\$0

SSMID 4		(A) Commercial - Reg	(B) Industrial - Reg	Replacement \$
1	Taxable			
2	Assessed			\$0

SSMID 5		(A) Commercial - Reg	(B) Industrial - Reg	Replacement \$
1	Taxable			
2	Assessed			\$0

SSMID 6		(A) Commercial - Reg	(B) Industrial - Reg	Replacement \$
1	Taxable			
2	Assessed			\$0

SSMID 7		(A) Commercial - Reg	(B) Industrial - Reg	Replacement \$
1	Taxable			
2	Assessed			\$0

SSMID 8		(A) Commercial - Reg	(B) Industrial - Reg	Replacement \$
1	Taxable			
2	Assessed			\$0

CITY OF West Branch

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer.

Input the amount of General Fund Levy request to be used

	Request with Utility Replacement (A)	Property Taxes Levied (B)
1 Portion of General Fund Levy Used for Emerg. Mgmt. Comm.	<input type="text"/>	<u>0</u>
2 <u>Support of a Local Emerg.Mgmt.Comm.</u>	15,032	14,897
3 TOTAL FOR FISCAL YEAR 2018	15,032	14,897

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

RE-ESTIMATED Fiscal Year Ending 2019

Fiscal Years

GOVERNMENT ACTIVITIES (A)	(B)	GENERAL (C)	SPECIAL REVENUE (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	RE-ESTIMATED 2019 (J)	ACTUAL 2018 (K)
PUBLIC SAFETY										
Police Department/Crime Prevention	1	369,000	99,000						468,000	480,012
Jail	2								0	0
Emergency Management	3								0	0
Flood Control	4								0	0
Fire Department	5	266,000	2,800						268,800	800,493
Ambulance	6								0	0
Building Inspections	7	14,000	2,400						16,400	11,670
Miscellaneous Protective Services	8								0	0
Animal Control	9	2,500							2,500	2,464
Other Public Safety	10								0	0
TOTAL (lines 1 - 10)	11	651,500	104,200				0		755,700	1,294,638
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12	20,000	270,000						290,000	294,008
Parking - Meter and Off-Street	13								0	0
Street Lighting	14	43,000							43,000	31,109
Traffic Control and Safety	15								0	0
Snow Removal	16								0	7,518
Highway Engineering	17								0	0
Street Cleaning	18								0	0
Airport (if not Enterprise)	19								0	0
Garbage (if not Enterprise)	20	70,000							70,000	62,658
Other Public Works	21								0	0
TOTAL (lines 12 - 21)	22	133,000	270,000				0		403,000	396,374
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23								0	0
City Hospital	24								0	0
Payments to Private Hospitals	25								0	0
Health Regulation and Inspection	26								0	0
Water, Air, and Mosquito Control	27								0	0
Community Mental Health	28								0	0
Other Health and Social Services	29								0	0
TOTAL (lines 23 - 29)	30	0	0				0		0	0
CULTURE & RECREATION										
Library Services	31	222,000	40,000						262,000	253,708
Museum, Band and Theater	32								0	0
Parks	33								0	120,201
Recreation	34	110,000	19,000						129,000	0
Cemetery	35	136,000	24,000						160,000	143,992
Community Center, Zoo, & Marina	36	14,000							14,000	13,547
Other Culture and Recreation	37	84,000	5,700						89,700	111,943
TOTAL (lines 31 - 37)	38	566,000	88,700				0		654,700	643,394

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

RE-ESTIMATED Fiscal Year Ending 2019

Fiscal Years

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2019	ACTUAL 2018
(A)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
COMMUNITY & ECONOMIC DEVELOPMENT									
Community Beautification 39								0	0
Economic Development 40	42,000							42,000	42,963
Housing and Urban Renewal 41								0	0
Planning & Zoning 42	25,000							25,000	9,694
Other Com & Econ Development 43								0	0
44								0	0
TOTAL (lines 39 - 44) 45	67,000	0	0					67,000	52,657
GENERAL GOVERNMENT									
Mayor, Council, & City Manager 46	17,000	3,000						20,000	17,727
Clerk, Treasurer, & Finance Adm 47	124,000	16,000						140,000	152,803
Elections 48								0	0
Legal Services & City Attorney 49	28,000							28,000	30,381
City Hall & General Buildings 50								0	0
Tort Liability 51								0	0
Other General Government 52								0	0
TOTAL (lines 46 - 52) 53	169,000	19,000	0					188,000	200,911
DEBT SERVICE 54			8,500	1,064,000				1,072,500	981,872
Gov Capital Projects 55					3,098,826			3,098,826	1,629,485
TIF Capital Projects 56								0	0
TOTAL CAPITAL PROJECTS 57	0	0	0		3,098,826			3,098,826	1,629,485
TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54) 58	1,586,500	481,900	8,500	1,064,000	3,098,826	0		6,239,726	4,898,331
BUSINESS TYPE ACTIVITIES									
Proprietary: Enterprise & Budgeted ISF									
Water Utility 59							366,000	366,000	414,204
Sewer Utility 60							289,000	289,000	288,636
Electric Utility 61							0	0	0
Gas Utility 62							0	0	0
Airport 63							0	0	2,464
Landfill/Garbage 64							0	0	0
Transit 65							0	0	0
Cable TV, Internet & Telephone 66							0	0	0
Housing Authority 67							0	0	0
Storm Water Utility 68							40,000	40,000	33,755
Other Business Type (city hosp., ISF, parking, etc.) 69							0	0	2,464
Enterprise DEBT SERVICE 70							59,000	59,000	58,362
Enterprise CAPITAL PROJECTS 71							0	0	0
Enterprise TIF CAPITAL PROJECTS 72							0	0	0
TOTAL BUSINESS TYPE EXPENDITURES (lines 59 - 88) 73							754,000	754,000	794,364
TOTAL ALL EXPENDITURES (lines 58+74) 74	1,586,500	481,900	8,500	1,064,000	3,098,826	0	754,000	6,993,726	5,693,295
Regular Transfers Out 75	136,446	35,525				7,285	202,233	381,489	1,267,094
Internal TIF Loan Transfers Out 76	0	215,890	423,263					639,153	199,281
Total ALL Transfers Out 77	136,446	251,415	423,263	0	7,285	0	202,233	1,020,642	1,466,375
Total Expenditures and Other Fin Uses (lines 73+74) 78	1,722,946	733,315	431,763	1,064,000	3,106,111	0	956,233	8,014,368	7,159,670
Ending Fund Balance June 30 79	867,838	610,013	92,990	70,058	942,104	168,478	334,317	3,085,798	5,314,711

THE USE OF THE CONTINUING APPROPRIATION IS VOLUNTARY. SUCH EXPENDITURES DO NOT REQUIRE AN AMENDMENT. HOWEVER THE ORIGINAL AMOUNT OF THE CAPITAL PROJECT MUST HAVE APPEARED ON A PREVIOUS YEAR'S BUDGET TO OBTAIN THE SPENDING AUTHORITY. THE CONTINUING APPROPRIATION CAN NOT BE FOR A YEAR PRIOR TO THE ACTUAL YEAR. CONTINUING APPROPRIATIONS END WITH THE ACTUAL YEAR. SEE INSTRUCTIONS.

RE-ESTIMATED REVENUES DETAIL

RE-ESTIMATED Fiscal Year Ending

2019

Fiscal Years

(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	RE-ESTIMATED 2019 (J)	ACTUAL 2018 (K)
REVENUES & OTHER FINANCING SOURCES										
Taxes Levied on Property	1	1,125,000	315,000		298,000				1,738,000	1,831,822
Less: Uncollected Property Taxes - Levy Year	2								0	0
Net Current Property Taxes (line 1 minus line 2)	3	1,125,000	315,000		298,000	0			1,738,000	1,831,822
Delinquent Property Taxes	4								0	0
TIF Revenues	5			406,058					406,058	249,972
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6	11,000	3,000		3,000				17,000	16,145
Utility franchise tax (Iowa Code Chapter 354.2)	7								0	28,166
Parimutuel wager tax	8								0	0
Gaming wager tax	9								0	0
Mobile Home Taxes	10								0	10,578
Hotel/Motel Taxes	11								0	0
Other Local Option Taxes	12		200,000						200,000	193,266
Subtotal - Other City Taxes (lines 6 thru 12)	13	11,000	203,000		3,000	0			217,000	246,156
Licenses & Permits	14	45,000							45,000	34,538
Use of Money & Property	15	32,000							32,000	63,664
Intergovernmental:										
Federal Grants & Reimbursements	16	6,000				404,791			410,791	20,000
Road Use Taxes	17		300,000						300,000	295,294
Other State Grants & Reimbursements	18	60,000	17,000		14,000				91,000	167,253
Local Grants & Reimbursements	19	204,000				30,982			234,982	189,816
Subtotal - intergovernmental (lines 16 thru 19)	20	270,000	317,000	0	14,000	435,773		0	1,096,753	673,336
Charges for Fees & Service:										
Water Utility	21							555,000	555,000	524,912
Sewer Utility	22							390,000	390,000	363,777
Electric Utility	23								0	0
Gas Utility	24								0	0
Parking	25								0	0
Airport	26								0	0
Landfill/Garbage	27	48,000							48,000	45,780
Hospital	28								0	0
Transit	29								0	0
Cable TV, Internet & Telephone	30								0	0
Housing Authority	31								0	0
Storm Water Utility	32							50,000	50,000	54,813
Other Fees & Charges for Service	33	50,000							50,000	78,827
Subtotal - Charges for Service (lines 21 thru 33)	34	98,000	0		0	0	0	995,000	1,093,000	1,066,809
Special Assessments	35								0	0
Miscellaneous	36	30,000					2,000		32,000	172,116
Other Financing Sources:										
Regular Operating Transfers In	37	42,810	32,104		163,403	143,172			381,489	1,267,094
Internal TIF Loan Transfers In	38	39,081			600,072				639,153	199,281
Subtotal ALL Operating Transfers In	39	81,891	32,104	0	763,475	143,172	0	0	1,020,642	1,466,375
Proceeds of Debt (Excluding TIF-Internal Borrowing)	40								0	4,242,527
Proceeds of Capital Asset Sales	41	165,000							165,000	0
Subtotal-Other Financing Sources (lines 38 thru 40)	42	246,891	32,104	0	763,475	143,172	0	0	1,185,642	5,708,802
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43	1,857,891	867,104	406,058	1,078,475	578,925	2,000	995,000	5,785,453	9,876,218
Beginning Fund Balance July 1	44	732,893	476,224	118,695	55,583	3,469,290	166,478	295,550	5,314,711	2,568,163
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	45	2,590,784	1,343,328	524,753	1,134,058	4,048,215	168,478	1,290,550	11,100,164	12,474,381

EXPENDITURES SCHEDULE PAGE 1

Fiscal Year Ending 2020

Fiscal Years

GOVERNMENT ACTIVITIES (A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF- SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2020 (J)	RE-ESTIMATED 2019 (K)	ACTUAL 2018 (L)
PUBLIC SAFETY											
Police Department/Crime Prevention	1	437,604	99,252						536,856	468,000	480,012
Jail	2								0	0	0
Emergency Management	3								0	0	0
Flood Control	4								0	0	0
Fire Department	5	273,108	8,450						281,558	268,600	800,492
Ambulance	6								0	0	0
Building Inspections	7	13,000	2,360						16,230	16,400	11,670
Miscellaneous Protective Services	8								0	0	0
Animal Control	9	3,250							3,250	2,500	2,464
Other Public Safety	10								0	0	0
TOTAL (lines 1 - 10)	11	727,842	110,052				0		837,894	755,700	1,294,638
PUBLIC WORKS											
Roads, Bridges, & Sidewalks	12	24,510	288,709						313,219	290,000	294,099
Parking - Meter and Off-Street	13								0	0	0
Street Lighting	14	40,000							40,000	43,000	31,109
Traffic Control and Safety	15								0	0	0
Snow Removal	16								0	0	7,510
Highway Engineering	17								0	0	0
Street Cleaning	18								0	0	0
Airport <i>(if not Enterprise)</i>	19								0	0	0
Garbage <i>(if not Enterprise)</i>	20	69,000							69,000	70,000	62,656
Other Public Works	21								0	0	0
TOTAL (lines 12 - 21)	22	133,510	288,709				0		422,219	403,000	396,374
HEALTH & SOCIAL SERVICES											
Welfare Assistance	23								0	0	0
City Hospital	24								0	0	0
Payments to Private Hospitals	25								0	0	0
Health Regulation and Inspection	26								0	0	0
Water, Air, and Mosquito Control	27								0	0	0
Community Mental Health	28								0	0	0
Other Health and Social Services	29								0	0	0
TOTAL (lines 23 - 29)	30	0	0				0		0	0	0
CULTURE & RECREATION											
Library Services	31	209,124	40,767						249,891	262,000	253,709
Museum, Band and Theater	32								0	0	0
Parks	33								0	0	120,201
Recreation	34	125,577	21,658						147,235	129,000	0
Cemetery	35	129,838	27,588						157,426	160,000	143,995
Community Center, Zoo, & Marina	36	19,940							19,940	14,000	13,547
Other Culture and Recreation	37	99,820	3,063						102,883	89,700	111,943
TOTAL (lines 31 - 37)	38	584,299	93,076				0		677,375	654,700	643,395

The last two columns will fill in once the Re-Est forms are completed

REVENUES DETAIL
Fiscal Year Ending 2020

Fiscal Years

(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2020 (J)	RE-ESTIMATED 2019 (K)	ACTUAL 2018 (L)
REVENUES & OTHER FINANCING SOURCES											
Taxes Levied on Property	1	1,166,917	293,659		335,021	0			1,795,597	1,738,000	1,631,622
Less: Uncollected Property Taxes - Levy Year	2								0	0	0
Net Current Property Taxes (line 1 minus line 2)	3	1,166,917	293,659		335,021	0			1,795,597	1,738,000	1,631,622
Delinquent Property Taxes	4								0	0	0
TIF Revenues	5			461,222					461,222	406,058	249,972
Other City Taxes:											
Utility Tax Replacement Excise Taxes	6	10,553	2,680		2,694	0			15,907	17,000	16,145
Utility franchise tax (Iowa Code Chapter 364.2)	7	24,000							24,000	0	26,166
Parimutuel wager tax	8								0	0	0
Gaming wager tax	9								0	0	0
Mobile Home Taxes	10								0	0	10,579
Hotel/Motel Taxes	11	16,000							16,000	0	0
Other Local Option Taxes	12		200,000						200,000	200,000	193,266
Subtotal - Other City Taxes (lines 6 thru 12)	13	50,553	202,680		2,694	0			255,907	217,000	246,166
Licenses & Permits	14	35,500							35,500	45,000	34,538
Use of Money & Property	15	15,500		5,750			1,150	6,750	28,150	32,000	63,664
Intergovernmental:											
Federal Grants & Reimbursements	16	6,000				500,000			508,000	410,791	20,000
Road Use Taxes	17		300,000						300,000	300,000	296,264
Other State Grants & Reimbursements	18	63,202	15,928	0	16,134	0		0	95,284	91,000	167,253
Local Grants & Reimbursements	19	199,887							199,887	234,962	189,819
Subtotal - Intergovernmental (lines 16 thru 19)	20	268,889	315,928	0	16,134	500,000		0	1,100,951	1,036,753	673,336
Charges for Fees & Service:											
Water Utility	21							551,060	551,060	555,000	524,912
Sewer Utility	22							410,560	410,560	390,000	393,777
Electric Utility	23								0	0	0
Gas Utility	24								0	0	0
Parking	25								0	0	0
Airport	26								0	0	0
Landfill/Garbage	27	48,000							48,000	48,000	45,760
Hospital	28								0	0	0
Transit	29								0	0	0
Cable TV, Internet & Telephone	30								0	0	0
Housing Authority	31								0	0	0
Storm Water Utility	32							55,000	55,000	50,000	54,613
Other Fees & Charges for Service	33	46,000							46,000	50,000	76,827
Subtotal - Charges for Service (lines 21 thru 33)	34	94,000	0		0	0	0	1,016,620	1,110,620	1,093,000	1,095,909
Special Assessments	35								0	0	0
Miscellaneous	36	33,700					1,200	9,000	43,900	32,000	172,119
Other Financing Sources:											
Regular Operating Transfers In	37	36,564			284,507	554,202			875,273	381,489	1,267,094
Internal TIF Loan Transfers In	38				378,663				378,663	639,153	199,281
Subtotal ALL Operating Transfers In	39	36,564	0	0	663,170	554,202	0	0	1,253,936	1,020,642	1,466,375
Proceeds of Debt (Excluding TIF Internal Borrowing)	40					500,000			500,000	0	4,242,527
Proceeds of Capital Asset Sales	41								0	185,000	0
Subtotal-Other Financing Sources (lines 38 thru 40)	42	36,564	0	0	663,170	1,054,202	0	0	1,753,936	1,185,642	5,708,902
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43	1,701,623	612,247	466,972	1,017,019	1,554,202	2,350	1,032,370	6,586,783	5,785,453	9,876,218
Beginning Fund Balance July 1	44	867,838	610,013	92,990	70,058	942,104	168,476	334,317	3,085,796	5,314,711	2,568,163
TOTAL REVENUES & BEGIN BALANCE (lines 42-43)	45	2,569,461	1,422,260	559,962	1,087,077	2,496,306	170,826	1,366,687	9,672,579	11,100,164	12,474,381

CITY OF West Branch
ADOPTED BUDGET SUMMARY
YEAR ENDED JUNE 30, 2020

Fiscal Years

(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2020 (J)	RE-ESTIMATED 2019 (K)	ACTUAL 2018 (L)
Revenues & Other Financing Sources											
Taxes Levied on Property	1	1,166,917	293,659		335,021	0			1,795,597	1,738,000	1,631,622
Less: Uncollected Property Taxes-Levy Year	2	0	0		0	0			0	0	0
Net Current Property Taxes	3	1,166,917	293,659		335,021	0			1,795,597	1,738,000	1,631,622
Delinquent Property Taxes	4	0	0		0	0			0	0	0
TIF Revenues	5			461,222					461,222	406,058	249,972
Other City Taxes	6	50,553	202,660		2,694	0			255,907	217,000	246,156
Licenses & Permits	7	35,500	0					0	35,500	45,000	34,538
Use of Money and Property	8	15,500	0	5,750	0	0	1,150	6,750	29,150	32,000	63,664
Intergovernmental	9	268,889	315,928	0	16,134	500,000		0	1,100,951	1,036,753	673,336
Charges for Fees & Service	10	94,000	0		0	0	0	1,016,620	1,110,620	1,093,000	1,095,909
Special Assessments	11	0	0		0	0		0	0	0	0
Miscellaneous	12	33,700	0		0	0	1,200	9,000	43,900	32,000	172,119
Sub-Total Revenues	13	1,665,059	812,247	466,972	353,849	500,000	2,350	1,032,370	4,832,847	4,599,811	4,167,316
Other Financing Sources:											
Total Transfers In	14	36,564	0	0	663,170	554,202	0	0	1,253,936	1,020,642	1,466,375
Proceeds of Debt	15	0	0	0	0	500,000	0	0	500,000	0	4,242,527
Proceeds of Capital Asset Sales	16	0	0	0	0	0	0	0	0	165,000	0
Total Revenues and Other Sources	17	1,701,623	812,247	466,972	1,017,019	1,554,202	2,350	1,032,370	6,586,783	5,785,453	9,876,218
Expenditures & Other Financing Uses											
Public Safety	18	727,842	110,052	0			0		837,894	755,700	1,294,638
Public Works	19	133,510	288,709	0			0		422,219	403,000	395,374
Health and Social Services	20	0	0	0			0		0	0	0
Culture and Recreation	21	584,299	93,076	0			0		677,375	654,700	643,394
Community and Economic Development	22	132,978	0	0			0		132,978	67,000	52,657
General Government	23	169,425	18,861	0			0		188,286	188,000	200,911
Debt Service	24	0	0	0	1,000,885		0		1,000,885	1,072,500	681,872
Capital Projects	25	0	0	0		1,969,360	0		1,969,360	3,098,826	1,629,485
Total Government Activities Expenditures	26	1,748,054	510,698	0	1,000,885	1,969,360	0		5,228,997	6,239,726	4,898,331
Business Type Proprietary: Enterprise & ISF	27							775,005	775,005	754,000	794,964
Total Gov & Bus Type Expenditures	28	1,748,054	510,698	0	1,000,885	1,969,360	0	775,005	6,004,002	6,993,726	5,693,295
Total Transfers Out	29	54,202	249,083	378,663	0	500,000	0	71,988	1,253,936	1,020,642	1,466,375
Total ALL Expenditures/Fund Transfers Out	30	1,802,256	759,781	378,663	1,000,885	2,469,360	0	846,993	7,257,938	8,014,368	7,159,670
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	31 32	-100,633	52,466	88,309	16,134	-915,158	2,350	185,377	-671,155	-2,228,915	2,716,548
Beginning Fund Balance July 1	33	867,838	610,013	92,990	70,058	942,104	168,476	334,317	3,085,796	5,314,711	2,598,163
Ending Fund Balance June 30	34	767,205	662,479	181,299	86,192	26,946	170,826	519,694	2,414,641	3,085,796	5,314,711

LONG TERM DEBT SCHEDULE
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS
 PAGE 1

City Name: West Branch

Fiscal Year
2020

Debt Name (A)	Amount of Issue (B)	Type of Debt Obligation (C)	Date Certified to County Auditor (D)	Debt Resolution Number (E)	Principal Due FY 2020 (F)	Interest Due FY 2020 +(G)	Bond Reg./ Paying Agent Fees Due FY 2020 +(H)	Total Obligation Due FY 2020 =(I)	Paid from Funds OTHER THAN Current Year Debt Service Taxes =-(J)	Amount Paid Current Year Debt Service Levy =(K)
(1) GO Corp Purpose and Refunding Bonds Series 2013	2,730,000	GO	02/19/2013	1081	170,000	33,475	500	203,975	109,975	94,000
(2) Water Revenue Bonds	943,000	NON - GO	2/20/07	798	51,000	7,320	985	59,305	59,305	0
(3) GO Property Acquisition	400,000	GO	07/22/2013	1130	0			0		0
(4) GO Corp Purpose Bonds, Series 2015	855,000	GO	08/03/2015	1377	85,000	11,870	500	97,370		97,370
(5) GO Corp. Purpose Bonds, Series 2016A	1,000,000	GO	07/05/2016	1483	85,000	14,148	500	99,648	49,824	49,824
(6) GO Corp Purpose Bonds, Series 2016B	400,000	GO	07/05/2016	1484	45,000	7,548	500	53,048	53,048	0
(7) GO Judgement Settlement Note 2017	495,000	GO	3/07/2017	1584	99,000	12,870		111,870	111,870	0
(8) GO Corp. Purpose Bonds, Series 2017	4,200,000	GO	11/21 & 11/22/2017	1663	340,000	94,474	500	434,974	338,453	96,521
(9)		NO SELECTION						0		0
(10)		NO SELECTION						0		0
(11)		NO SELECTION						0		0
(12)		NO SELECTION						0		0
(13)		NO SELECTION						0		0
(14)		NO SELECTION						0		0
(15)		NO SELECTION						0		0
(16)		NO SELECTION						0		0
(17)		NO SELECTION						0		0
(18)		NO SELECTION						0		0
(19)		NO SELECTION						0		0
(20)		NO SELECTION						0		0
(21)		NO SELECTION						0		0
(22)		NO SELECTION						0		0
(23)		NO SELECTION						0		0
(24)		NO SELECTION						0		0
(25)		NO SELECTION						0		0
(26)		NO SELECTION						0		0
(27)		NO SELECTION						0		0
(28)		NO SELECTION						0		0
(29)		NO SELECTION						0		0
(30)		NO SELECTION						0		0
TOTALS					875,000	181,705	3,485	1,060,190	722,475	337,715

ERRORS LISTING PAGE SCROLL TO VIEW ALL ERROR MESSAGES (You may also print this page)

CONGRATULATIONS! THE BUDGET FILE CONTAINS NO ERRORS IN THE FOUR CATEGORIES

(1) OPERATING TRANSFERS IN / OPERATING TRANSFERS OUT COMPARISONS

(2) ENDING YEAR FUND BALANCE / BEGINNING YEAR FUND BALANCE COMPARISONS

0
0

0
0

0
0

(3) AN ERROR MESSAGE APPEARS IN RED BELOW IF THE BUDGET DOES NOT CONTAIN ALL 3 YEARS OF DATA

(4) AN ERROR MESSAGE APPEARS IN RED BELOW IF A "DEBT TYPE" WAS NOT SELECTED ON THE LT DEBT TAB.

NOTICE OF PUBLIC HEARING BUDGET ESTIMATE

FISCAL YEAR BEGINNING JULY 1, 2019 - ENDING JUNE 30, 2020

City of West Branch, Iowa

The City Council will conduct a public hearing on the proposed Budget at 110 N. Poplar St., West Branch, IA

on 3/4/2019 at 7:00 p.m.

(Date) xx/xx/xx (hour)

The Budget Estimate Summary of proposed receipts and expenditures is shown below.
Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor,
City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property \$ 13.08686

The estimated tax levy rate per \$1000 valuation on Agricultural land is \$ 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

319-643-5888
phone number

Redmond Jones II
City Clerk/Finance Officer's NAME

		Budget FY 2020	Re-estimated FY 2019	Actual FY 2018
		(a)	(b)	(c)
Revenues & Other Financing Sources				
Taxes Levied on Property	1	1,795,597	1,738,000	1,631,622
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	1,795,597	1,738,000	1,631,622
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	461,222	406,058	249,972
Other City Taxes	6	255,907	217,000	246,156
Licenses & Permits	7	35,500	45,000	34,538
Use of Money and Property	8	29,150	32,000	63,664
Intergovernmental	9	1,100,951	1,036,753	673,336
Charges for Fees & Service	10	1,110,620	1,093,000	1,095,909
Special Assessments	11	0	0	0
Miscellaneous	12	43,900	32,000	172,119
Other Financing Sources	13	500,000	165,000	4,242,527
Transfers In	14	1,253,936	1,020,642	1,466,375
Total Revenues and Other Sources	15	6,586,783	5,785,453	9,876,218
Expenditures & Other Financing Uses				
Public Safety	16	837,894	755,700	1,294,638
Public Works	17	422,219	403,000	395,374
Health and Social Services	18	0	0	0
Culture and Recreation	19	677,375	654,700	643,394
Community and Economic Development	20	132,978	67,000	52,657
General Government	21	188,286	188,000	200,911
Debt Service	22	1,000,885	1,072,500	681,872
Capital Projects	23	1,969,360	3,098,826	1,629,485
Total Government Activities Expenditures	24	5,228,997	6,239,726	4,898,331
Business Type / Enterprises	25	775,005	754,000	794,964
Total ALL Expenditures	26	6,004,002	6,993,726	5,693,295
Transfers Out	27	1,253,936	1,020,642	1,466,375
Total ALL Expenditures/Transfers Out	28	7,257,938	8,014,368	7,159,670
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-671,155	-2,228,915	2,716,548
Beginning Fund Balance July 1	30	3,085,796	5,314,711	2,598,163
Ending Fund Balance June 30	31	2,414,641	3,085,796	5,314,711

RESOLUTION 1788

A RESOLUTION APPROVING THE ADOPTION OF THE BUDGET FOR FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020

WHEREAS, the budget for fiscal year beginning July 1, 2019, and ending June 30, 2020, has been prepared; and

WHEREAS, this City Council has published notice, held a public hearing on the budget estimate, and has otherwise complied with statutory requirement for the approval of the budget; and

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

The budget for the fiscal year beginning July 1, 2019 and ending June 30, 2020, is hereby approved by the City Council this 4th day of March, 2019.

The City Clerk is hereby directed to forward the budget report and one proof of publication to the Cedar County Auditor by March 15, 2019, in accordance with the budget instructions therein.

* * * * *

PASSED AND APPROVED this 4th day of March, 2019.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 4, 2019
AGENDA ITEM:	Public Hearing: Considering Rezoning a Portion of the Meadows Subdivision, Part 4, of Real Property from R-1 Residential District to R-2 lots 40-57.
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Leslie Brick, Deputy City Clerk
DATE:	February 8, 2019

BACKGROUND:

A public hearing on the matter of rezoning a portion of The Meadows, Part 4 (lots 40-57) from R-1 to R-2.

STAFF RECOMMENDATION:	Open Public Hearing / Close Public Hearing
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

"Turning Vision into Reality is our Business"

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON THE PROPOSED AMENDMENT TO THE WEST BRANCH ZONING CODE.

YOU ARE HEREBY NOTIFIED that a public hearing will be held by the West Branch Planning and Zoning Commission in the Council Chambers at the City Office, located at 110 N. Poplar Street in West Branch, IA at 7:00 p.m. on Tuesday, February 26, 2019. The public hearing will discuss a proposed rezoning request of the following described parcel from R-1 to R-2:

A PORTION OF THE MEADOWS SUBDIVISION PART 4, BEING PART OF PARCEL G, AS RECORDED IN PLAT BOOK I, PAGE 103 OF THE CEDAR COUNTY RECORDER'S OFFICE, IN THE SOUTHWEST FRACTIONAL QUARTER (SW1/4) OF THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) AND THE NORTHWEST FRACTIONAL QUARTER (NW ¼) OF THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) OF SECTION 6, TOWNSHIP 89 NORTH, RANGE 4 WEST, IN THE CITY OF WEST BRANCH, CEDAR COUNTY, IOWA DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 44 OF THE GREENVIEW ESTATES SUBDIVISION, AN OFFICIAL PLAT NOW IN THE CITY OF WEST BRANCH, THENCE S1°19'13"E, 195.11 FEET TO THE POINT OF BEGINNING, THENCE 86°46'30"E, 315.69 FEET; THENCE S3°13'30"E, 24.96 FEET; THENCE 143.10 FEET ALONG A 216.00 FOOT RADIUS CURVE CONCAVE EAST (CHORD BEARING S21°52'40"E, 141.10 FEET); THENCE S40°56'32"E, 967.89 FEET; THENCE S49°03'24"W, 50.37 FEET; THENCE 89.97 FEET ALONG A 300.00 FOOT RADIUS CURVE CONCAVE NORTH (CHORD BEARING S57°38'54"W, 89.63 FEET); THENCE N40°56'32"W, 961.68 FEET; THENCE S88°40'13"W, 77.11 FEET; THENCE S01°19'47"E, 127.44 FEET; THENCE N82°46'48"W, 37.29 FEET; THENCE S88°40'47"W, 140.28 FEET; THENCE N01°19'13"W, 351.60 FEET TO THE POINT OF BEGINNING.

YOU ARE FURTHER NOTIFIED that a public hearing will be held by the City Council of the City of West Branch, Cedar County, in the Council Chambers at the City Office, located at 110 N. Poplar Street in West Branch, IA at 7:00 p.m. on Monday, March 4, 2019. The public hearing will discuss a proposed rezoning request of the following described parcel:

A PORTION OF THE MEADOWS SUBDIVISION PART 4, BEING PART OF PARCEL G, AS RECORDED IN PLAT BOOK I, PAGE 103 OF THE CEDAR COUNTY RECORDER'S OFFICE, IN THE SOUTHWEST FRACTIONAL QUARTER (SW1/4) OF THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) AND THE NORTHWEST FRACTIONAL QUARTER (NW ¼) OF THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) OF SECTION 6, TOWNSHIP 89 NORTH, RANGE 4 WEST, IN THE CITY OF WEST BRANCH, CEDAR COUNTY, IOWA DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 44 OF THE GREENVIEW ESTATES SUBDIVISION, AN OFFICIAL PLAT NOW IN THE CITY OF WEST BRANCH, THENCE S1°19'13"E, 195.11 FEET TO THE POINT OF BEGINNING, THENCE 86°46'30"E, 315.69 FEET; THENCE S3°13'30"E, 24.96 FEET; THENCE 143.10 FEET ALONG A 216.00 FOOT RADIUS CURVE CONCAVE EAST (CHORD BEARING S21°52'40"E, 141.10 FEET); THENCE S40°56'32"E, 967.89 FEET; THENCE S49°03'24"W, 50.37 FEET; THENCE 89.97 FEET ALONG A 300.00 FOOT RADIUS CURVE CONCAVE NORTH (CHORD BEARING S57°38'54"W, 89.63 FEET);

THENCE N40°56'32"W, 961.68 FEET; THENCE S88°40'13"W, 77.11 FEET; THENCE S01°19'47"E, 127.44 FEET; THENCE N82°46'48"W, 37.29 FEET; THENCE S88°40'47"W, 140.28 FEET; THENCE N01°19'13"W, 351.60 FEET TO THE POINT OF BEGINNING.

All interested persons are invited to attend these meetings and be heard on the aforementioned proposed adoption of the amendment. Further information regarding same may be obtained by contacting the West Branch Deputy City Clerk.

/s/ Leslie Brick
Leslie Brick, Deputy City Clerk
by West Branch City Council



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 4, 2019
AGENDA ITEM:	First Reading, Ordinance 764 – An Ordinance Rezoning a Portion of the Meadows Subdivision, Part Four, of Real Property from R-1 Residential District to R-2 lots 40-57.
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Leslie Brick, Deputy City Clerk
DATE:	February 27, 2019

BACKGROUND:

First reading of Ordinance 764, rezoning a portion of The Meadows, Part 4 from R-1 to R-2, lots 40-57.

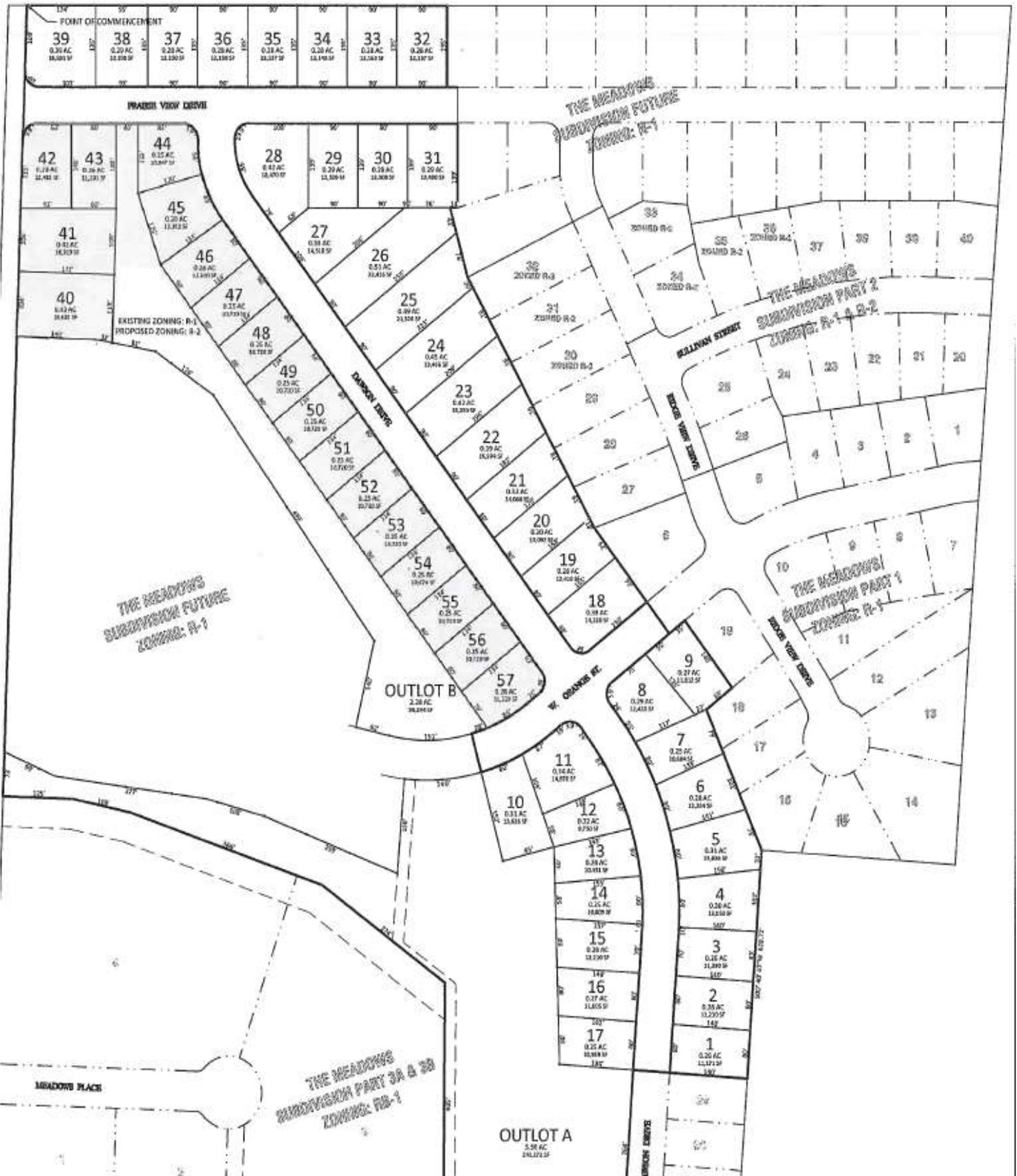
STAFF RECOMMENDATION:	Approve First Reading – Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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REZONING EXHIBIT

THE MEADOWS SUBDIVISION PART 4

WEST BRANCH, CEDAR COUNTY, IOWA



ORDINANCE 764

AN ORDINANCE RE-ZONING THAT A PORTION OF THE MEADOWS SUBDIVISION, PART FOUR, OF REAL PROPERTY FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DISTRICT.

WHEREAS, KLM Investments, Inc. (“KLM”) has petitioned the City of West Branch for a zoning district amendment for properties located in the Meadows Subdivisions, said parcel being legally described as:

A PORTION OF THE MEADOWS SUBDIVISION PART 4, BEING PART OF PARCEL G, AS RECORDED IN PLAT BOOK I, PAGE 103 OF THE CEDAR COUNTY RECORDER’S OFFICE, IN THE SOUTHWEST FRACTIONAL QUARTER (SW1/4) OF THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) AND THE NORTHWEST FRACTIONAL QUARTER (NW ¼) OF THE SOUTHWEST FRACTIONAL QUARTER (SW ¼) OF SECTION 6, TOWNSHIP 89 NORTH, RANGE 4 WEST, IN THE CITY OF WEST BRANCH, CEDAR COUNTY, IOWA DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 44 OF THE GREENVIEW ESTATES SUBDIVISION, AN OFFICIAL PLAT NOW IN THE CITY OF WEST BRANCH, THENCE S1°19’13”E, 195.11 FEET TO THE POINT OF BEGINNING, THENCE 86°46’30”E, 315.69 FEET; THENCE S3°13’30”E, 24.96 FEET; THENCE 143.10 FEET ALONG A 216.00 FOOT RADIUS CURVE CONCAVE EAST (CHORD BEARING S21°52’40”E, 141.10 FEET); THENCE S40°56’32”E, 967.89 FEET; THENCE S49°03’24”W, 50.37 FEET; THENCE 89.97 FEET ALONG A 300.00 FOOT RADIUS CURVE CONCAVE NORTH (CHORD BEARING S57°38’54”W, 89.63 FEET); THENCE N40°56’32”W, 961.68 FEET; THENCE S88°40’13”W, 77.11 FEET; THENCE S01°19’47”E, 127.44 FEET; THENCE N82°46’48”W, 37.29 FEET; THENCE S88°40’47”W, 140.28 FEET; THENCE N01°19’13”W, 351.60 FEET TO THE POINT OF BEGINNING.(the “Parcel).

WHEREAS, KLM has requested that the Parcel be rezoned to be located in an R-2 Residential District, in place of an R-1 Residential District; and

WHEREAS, the West Branch Planning and Zoning Commission has recommended the City Council approve said rezoning request; and

WHEREAS, a public hearing has been held on said request pursuant to published notice thereof.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of West Branch, Iowa :

Section 1. That the zoning map for the City of West Branch is hereby amended to show the Parcel being located in a R-2 Residential District in place of R-1 Residential District.

Section 2. This ordinance shall be in full force and effect from and after its publication as by law provided.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this ____ day of _____, 2019.

Read First Time: March 4, 2019
Read Second Time: March 18, 2019
Read Third Time: April 1, 2019

Roger Laughlin, Mayor

ATTEST: _____
Redmond Jones II, City Administrator/Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 4, 2019
AGENDA ITEM:	Public Hearing: Considering Rezoning Property known as the Kuene / Kofron Property (located behind the BP gas station) from A-1 to a Planned United Development (PUD).
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Leslie Brick, Deputy City Clerk
DATE:	February 27, 2019

BACKGROUND:

A public hearing on the matter of rezoning of the Kuene/ Kofron property (located behind the BP gas station) from A-1 to a Planned Unit Development (PUD).

STAFF RECOMMENDATION:	Open Public Hearing / Close Public Hearing
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

"Turning Vision into Reality is our Business"

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON THE PROPOSED AMENDMENT TO THE WEST BRANCH ZONING CODE.

YOU ARE HEREBY NOTIFIED that a public hearing will be held by the West Branch Planning and Zoning Commission in the Council Chambers at the City Office, located at 110 N. Poplar Street in West Branch, IA at 7:00 p.m. on Tuesday, February 26, 2019. The public hearing will discuss a proposed rezoning request of the following described parcel:

REZONING DESCRIPTION "AG" TO "PUD"

A PORTION OF LOT D OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 4 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, WEST BRANCH, CEDAR COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Commencing at the Northwest Corner of Section 8, Township 79 North, Range 4 West, of the Fifth Principal Meridian, West Branch, Cedar County, Iowa; Thence S00°52'40"E, along the West Line of the Northwest Quarter of said Section 8, a distance of 1637.40 feet; Thence N89°24'33"E, 60.52 feet, to a Point on the East Right-of-Way Line of Ramp "E" of Interstate No. 80, and the POINT OF BEGINNING; Thence continuing N89°24'33"E, 232.95 feet, to the Southwest Corner of Cookson Subdivision, in accordance with the Plat thereof Recorded in Book 1211 at Pages 333-334 of the Records of the Cedar County Recorder's Office; Thence N89°22'29"E, along the South Line of said Cookson Subdivision, 650.25 feet, to the Southeast Corner thereof, and the Southwest Corner of Stoolman's 1st Addition, in accordance with the Plat thereof Recorded in Book 140 at Page 129 of the Records of the Cedar County Recorder's Office; Thence N89°25'17"E, along the South Line of said Stoolman's 1st Addition, and the Easterly projection thereof 803.44 feet, to the Northwest Corner of Lot A of Lot D, in accordance with the Plat thereof Recorded in Book 3 at Page 265 of the Records of the Cedar County Recorder's Office; Thence S01°02'25"E, along the West Line of said Lot A of Lot D, a distance of 885.86 feet, to its intersection with the North Right-of-Way Line of said Interstate No. 80; Thence S85°19'36"W, along said North Right-of-Way Line, 3.75 feet, to a Point 150.00 feet normally distant Northerly from Interstate No. 80 centerline station 72+13; Thence S89°35'43"W, along said North Right-of-Way Line 313.16 feet, to a Point 160.00 feet normally distant Northerly from Interstate No. 80 centerline station 69+00; Thence N68°48'05"W, along said Northerly Right-of-Way Line, 1294.32 feet, to the Southeast Corner of the Tract of Land conveyed by Warranty Deed, as Recorded in Book 668 at Pages 88-89 of the Records of the Cedar County Recorder's Office; Thence N00°23'24"W, along the East Line of said conveyed Tract, 334.42 feet; Thence S89°24'33"W, along a line parallel with and 40.00 feet normally distant Southerly from the North Line of said Conveyed Tract, 169.05 feet, to a Point on the West Line of said Conveyed Tract and the said East Right-of-Way Line of Ramp "E"; Thence N10°07'24"W, along said West Line and East Right-of-Way Line, 40.56 feet, to the Point of Beginning. Said tract of land contains 23.28 Acres, and is subject to easements and restrictions of record.

YOU ARE FURTHER NOTIFIED that a public hearing will be held by the City Council of the City of West Branch, Cedar County, in the Council Chambers at the City Office, located at 110 N. Poplar Street in West Branch, IA at 7:00 p.m. on Monday, March 4, 2019. The public hearing will discuss a proposed rezoning request of the following described parcel:

REZONING DESCRIPTION "AG" TO "PUD"

A PORTION OF LOT D OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 4 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, WEST BRANCH, CEDAR COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Commencing at the Northwest Corner of Section 8, Township 79 North, Range 4 West, of the Fifth Principal Meridian, West Branch, Cedar County, Iowa; Thence S00°52'40"E, along the West Line of the Northwest Quarter of said Section 8, a distance of 1637.40 feet; Thence N89°24'33"E, 60.52 feet, to a Point on the East Right-of-Way Line of Ramp "E" of Interstate No. 80, and the POINT OF BEGINNING; Thence continuing N89°24'33"E, 232.95 feet, to the Southwest Corner of Cookson Subdivision, in accordance with the Plat thereof Recorded in Book 1211 at Pages 333-334 of the Records of the Cedar County Recorder's Office; Thence N89°22'29"E, along the South Line of said Cookson Subdivision, 650.25 feet, to the Southeast Corner thereof, and the Southwest Corner of Stoolman's 1st Addition, in accordance with the Plat thereof Recorded in Book 140 at Page 129 of the Records of the Cedar County Recorder's Office; Thence N89°25'17"E, along the South Line of said Stoolman's 1st Addition, and the Easterly projection thereof 803.44 feet, to the Northwest Corner of Lot A of Lot D, in accordance with the Plat thereof Recorded in Book 3 at Page 265 of the Records of the Cedar County Recorder's Office; Thence S01°02'25"E, along the West Line of said Lot A of Lot D, a distance of 885.86 feet, to its intersection with the North Right-of-Way Line of said Interstate No. 80; Thence S85°19'36"W, along said North Right-of-Way Line, 3.75 feet, to a Point 150.00 feet normally distant Northerly from Interstate No. 80 centerline station 72+13; Thence S89°35'43"W, along said North Right-of-Way Line 313.16 feet, to a Point 160.00 feet normally distant Northerly from Interstate No. 80 centerline station 69+00; Thence N68°48'05"W, along said Northerly Right-of-Way Line, 1294.32 feet, to the Southeast Corner of the Tract of Land conveyed by Warranty Deed, as Recorded in Book 668 at Pages 88-89 of the Records of the Cedar County Recorder's Office; Thence N00°23'24"W, along the East Line of said conveyed Tract, 334.42 feet; Thence S89°24'33"W, along a line parallel with and 40.00 feet normally distant Southerly from the North Line of said Conveyed Tract, 169.05 feet, to a Point on the West Line of said Conveyed Tract and the said East Right-of-Way Line of Ramp "E"; Thence N10°07'24"W, along said West Line and East Right-of-Way Line, 40.56 feet, to the Point of Beginning. Said tract of land contains 23.28 Acres, and is subject to easements and restrictions of record.

All interested persons are invited to attend these meetings and be heard on the aforementioned proposed adoption of the amendment. Further information regarding same may be obtained by contacting the West Branch Deputy City Clerk.

/s/ Leslie Brick
Leslie Brick, Deputy City Clerk
by West Branch City Council



REQUEST FOR COUNCIL CONSIDERATION

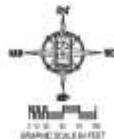
MEETING DATE:	March 4, 2019
AGENDA ITEM:	First Reading, Ordinance 765 – An Ordinance Rezoning Property known as the Kuene / Kofron Property (located behind the BP gas station) from A-1 to a Planned United Development (PUD).
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Leslie Brick, Deputy City Clerk
DATE:	February 27, 2019

BACKGROUND:

First reading of Ordinance 765, rezoning the Kofron property, (behind the BP gas station) from A-1 to a Planned Unit Development for the purpose of creating a commercial business and residential neighborhood.

STAFF RECOMMENDATION:	Approve First Reading – Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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LEGEND AND NOTES	
	BOUNDARY CORNER, FOUND
	BOUNDARY CORNER, NOT FOUND
	PROPERTY CORNER, FOUND (as noted)
	PROPERTY CORNER, NOT FOUND
	UTILITY LINE
	EASEMENT
	RIGHT-OF-WAY LINE
	STREET CENTERLINE
	LOT LINE
	SUBDIVISION BOUNDARY
	RAILROAD RIGHT-OF-WAY
	RAILROAD CENTERLINE
	RAILROAD EASEMENT
	RAILROAD RIGHT-OF-WAY EASEMENT

REZONING EXHIBIT

A PORTION OF LOT D OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 4 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, WEST BRANCH, CEDAR COUNTY, IOWA

PLAT PREPARED BY: MMS CONSULTANTS, INC. 1917 S. GILBERT ST. IOWA CITY, IA 52242

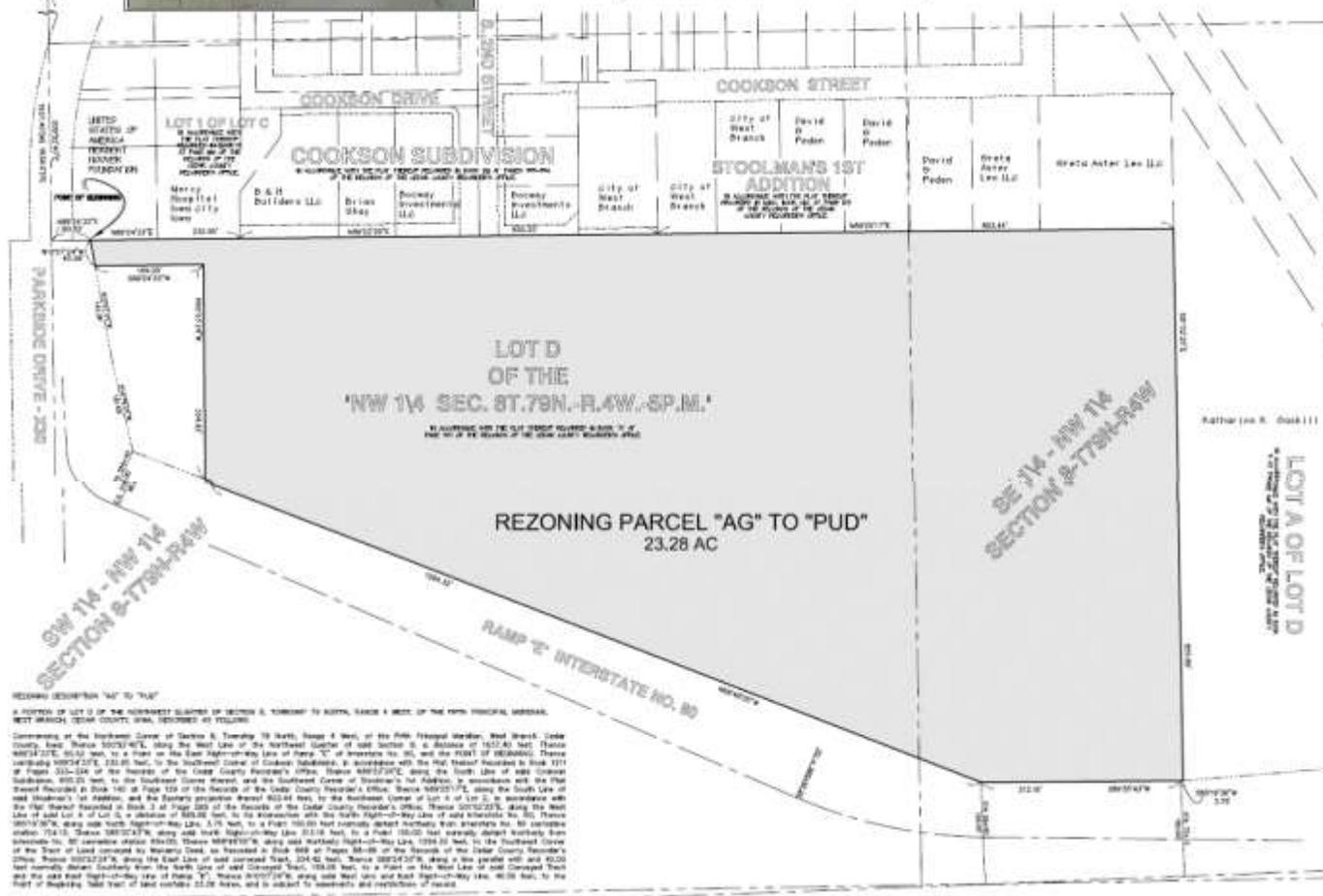
OWNER: GARY KOFFMAN 2100 S. SCOTT BLVD. IOWA CITY, IA 52242

APPLICANT: HOWARD CUSTON BURNER THE HONEY HAWK SUITE 1 NORTH LIBERTY, IOWA 52307



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52242
(319) 384-5282
www.mmsconsultants.com



REZONING DESCRIPTION "AG" TO "PUD"

A PORTION OF LOT D OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 4 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, WEST BRANCH, CEDAR COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Commencing at the Northwest Corner of Section 8, Township 79 North, Range 4 West, of the Fifth Principal Meridian, West Branch, Cedar County, Iowa; Thence 500°52'40"E, along the West Line of the Northwest Quarter of said Section 8, a distance of 1637.40 feet; Thence N89°24'33"E, 60.52 feet, to a Point on the East Right-of-Way Line of Ramp "E" of Interstate No. 80, and the POINT OF BEGINNING; Thence continuing N89°24'33"E, 232.95 feet, to the Southwest Corner of Cookson Subdivision, in accordance with the Plat thereof Recorded in Book 1211 of Pages 333-334 of the Records of the Cedar County Recorder's Office; Thence N89°22'29"E, along the South Line of said Cookson Subdivision, 850.25 feet, to the Southeast Corner thereof, and the Southwest Corner of Stoolman's 1st Addition, in accordance with the Plat thereof Recorded in Book 140 of Page 129 of the Records of the Cedar County Recorder's Office; Thence N89°25'17"E, along the South Line of said Stoolman's 1st Addition, and the Easterly projection thereof 803.44 feet, to the Northwest Corner of Lot A of Lot D, in accordance with the Plat thereof Recorded in Book 3 at Page 265 of the Records of the Cedar County Recorder's Office; Thence S01°02'25"E, along the West Line of said Lot A of Lot D, a distance of 885.88 feet, to its intersection with the North Right-of-Way Line of said Interstate No. 80; Thence S85°19'36"W, along said North Right-of-Way Line, 3.75 feet, to a Point 150.00 feet normally distant Northerly from Interstate No. 80 centerline station 724+13; Thence S89°35'45"W, along said North Right-of-Way Line 313.16 feet, to a Point 160.00 feet normally distant Northerly from Interstate No. 80 centerline station 69+00; Thence N68°48'05"W, along said Northerly Right-of-Way Line, 1294.32 feet, to the Southeast Corner of the Tract of Land conveyed by Warranty Deed, as Recorded in Book 668 at Pages 88-89 of the Records of the Cedar County Recorder's Office; Thence N00°23'24"W, along the East Line of said conveyed Tract, 334.42 feet; Thence S89°24'33"W, along a line parallel with and 40.00 feet normally distant Southerly from the North Line of said Conveyed Tract, 169.05 feet, to a Point on the West Line of said Conveyed Tract and the said East Right-of-Way Line of Ramp "E"; Thence N10°07'24"W, along said West Line and East Right-of-Way Line, 40.56 feet, to the Point of Beginning. Said tract of land contains 23.28 Acres, and is subject to assessments and restrictions of record.

RE-ZONING EXHIBIT

A PORTION OF LOT D OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 4 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, WEST BRANCH, CEDAR COUNTY, IOWA

MMS CONSULTANTS, INC.

Date: 01-24-2018

Drawn by: [Signature] Scale: 1"=200'

Checked by: [Signature] Sheet No: 1

Project No: IOWA CITY 6992-287



DEVELOPMENT CHARACTERISTICS:

BUILDING CHARACTERISTICS:	
6	DUPLEXES
30	TOWNHOMES
2	12-PLEX BUILDINGS
TOTAL RESIDENTIAL UNITS	
16	UNITS
90	UNITS
24	UNITS
130	UNITS
COMMERCIAL SPACE	
	HOTEL
	INDEPENDENT LIVING
	STORAGE UNITS
23.28	ACRES
10.59	ACRES (45%)

LEGAL DESCRIPTION:

A PORTION OF LOT D OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 4 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, WEST BRANCH, CEDAR COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Commencing at the Northwest Corner of Section 8, Township 79 North, Range 4 West, of the Fifth Principal Meridian, West Branch, Cedar County, Iowa; Thence S00°52'40"E, along the West Line of the Northwest Quarter of said Section 8, a distance of 1637.40 feet; Thence N89°24'33"E, 60.62 feet, to a Point on the East Right-of-Way Line of Ramp "E" of Interstate No. 80, and the POINT OF BEGINNING; Thence continuing N89°24'33"E, 232.95 feet, to the Southwest Corner of Cookson Subdivision, in accordance with the Plat thereof Recorded in Book 1211 at Pages 333-334 of the Records of the Cedar County Recorder's Office; Thence N89°22'29"E, along the South Line of said Cookson Subdivision, 650.25 feet, to the Southeast Corner thereof, and the Southwest Corner of Stoolman's 1st Addition, in accordance with the Plat thereof Recorded in Book 140 at Page 129 of the Records of the Cedar County Recorder's Office; Thence N89°25'17"E, along the South Line of said Stoolman's 1st Addition, and the Easterly projection thereof 803.44 feet, to the Northwest Corner of Lot A of Lot D, in accordance with the Plat thereof Recorded in Book 3 at Page 265 of the Records of the Cedar County Recorder's Office; Thence S01°02'25"E, along the West Line of said Lot A of Lot D, a distance of 885.86 feet, to its intersection with the North Right-of-Way Line of said Interstate No. 80; Thence S85°19'36"W, along said North Right-of-Way Line, 3.75 feet, to a Point 150.00 feet normally distant Northerly from Interstate No. 80 centerline station 72+13; Thence S89°35'43"W, along said North Right-of-Way Line 313.16 feet, to a Point 160.00 feet normally distant Northerly from Interstate No. 80 centerline station 69+00; Thence N68°48'05"W, along said Northerly Right-of-Way Line, 1294.32 feet, to the Southeast Corner of the Tract of Land conveyed by Warranty Deed, as Recorded in Book 668 at Pages 88-89 of the Records of the Cedar County Recorder's Office; Thence N00°23'24"W, along the East Line of said conveyed Tract, 334.42 feet; Thence S89°24'33"W, along a line parallel with and 40.00 feet normally distant Southerly from the North Line of said Conveyed Tract, 169.05 feet, to a Point on the West Line of said Conveyed Tract and the said East Right-of-Way Line of Ramp "E"; Thence N10°07'24"W, along said West Line and East Right-of-Way Line, 40.56 feet, to the Point of Beginning. Said tract of land contains 23.28 Acres, and is subject to easements and restrictions of record.

ORDINANCE 765

AN ORDINANCE RE-ZONING THAT CERTAIN 23.28 ACRE PARCEL OF REAL PROPERTY LOCATED NORTH OF AND ADJACENT TO INTERSTATE 80 AND EAST OF PARKSIDE DRIVE FROM A-1 AGRICULTURAL DISTRICT TO R-1 AND PUD – PLANNED UNIT DEVELOPMENT DISTRICT.

WHEREAS, the Owner of the property described below has petitioned the City of West Branch for a zoning district amendment for property located north of and adjacent to Interstate 80 and east of Parkside Drive, said parcel being legally described as:

A PORTION OF LOT D OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 79 NORTH, RANGE 4 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, WEST BRANCH, CEDAR COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Commencing at the Northwest Corner of Section 8, Township 79 North, Range 4 West, of the Fifth Principal Meridian, West Branch, Cedar County, Iowa; Thence S00°52'40"E, along the West Line of the Northwest Quarter of said Section 8, a distance of 1637.40 feet; Thence N89°24'33"E, 60.52 feet, to a Point on the East Right-of-Way Line of Ramp "E" of Interstate No. 80, and the POINT OF BEGINNING; Thence continuing N89°24'33"E, 232.95 feet, to the Southwest Corner of Cookson Subdivision, in accordance with the Plat thereof Recorded in Book 1211 at Pages 333-334 of the Records of the Cedar County Recorder's Office; Thence N89°22'29"E, along the South Line of said Cookson Subdivision, 650.25 feet, to the Southeast Corner thereof, and the Southwest Corner of Stoolman's 1st Addition, in accordance with the Plat thereof Recorded in Book 140 at Page 129 of the Records of the Cedar County Recorder's Office; Thence N89°25'17"E, along the South Line of said Stoolman's 1st Addition, and the Easterly projection thereof 803.44 feet, to the Northwest Corner of Lot A of Lot D, in accordance with the Plat thereof Recorded in Book 3 at Page 265 of the Records of the Cedar County Recorder's Office; Thence S01°02'25"E, along the West Line of said Lot A of Lot D, a distance of 885.86 feet, to its intersection with the North Right-of-Way Line of said Interstate No. 80; Thence S85°19'36"W, along said North Right-of-Way Line, 3.75 feet, to a Point 150.00 feet normally distant Northerly from Interstate No. 80 centerline station 72+13; Thence S89°35'43"W, along said North Right-of-Way Line 313.16 feet, to a Point 160.00 feet normally distant Northerly from Interstate No. 80 centerline station 69+00; Thence N68°48'05"W, along said Northerly Right-of-Way Line, 1294.32 feet, to the Southeast Corner of the Tract of Land conveyed by Warranty Deed, as Recorded in Book 668 at Pages 88-89 of the Records of the Cedar County Recorder's Office; Thence N00°23'24"W, along the East Line of said conveyed Tract, 334.42 feet; Thence S89°24'33"W, along a line parallel with and 40.00 feet normally distant Southerly from the North Line of said Conveyed Tract, 169.05 feet, to a Point on the West Line of said Conveyed Tract and the said East Right-of-Way Line of Ramp "E"; Thence N10°07'24"W, along said West Line and East Right-of-Way Line, 40.56 feet, to the Point of Beginning. Said tract of land contains 23.28 Acres, and is subject to easements and restrictions of record.
(the "Parcel"); and

WHEREAS, the Owner has requested that the Parcel be rezoned to be located in a PUD – Planned Unit Development District in place of an AG Agriculture District; and

WHEREAS, the West Branch Planning and Zoning Commission has recommended the City Council approve said rezoning request; and

WHEREAS, a public hearing has been held on said request pursuant to published notice thereof.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of West Branch, Iowa :

Section 1. That the zoning map for the City of West Branch is hereby amended to show the Parcel being located in a PUD – Planned Unit Development District in place of AG Agriculture District.

Section 2. This ordinance shall be in full force and effect from and after its publication as by law provided.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this ____ day of _____, 2019.

Read First Time: March 4, 2019
Read Second Time: March 18, 2019
Read Third Time: April 1, 2019

Roger Laughlin, Mayor

ATTEST: _____
Redmond Jones II, City Administrator/Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 4, 2019
AGENDA ITEM:	Resolution 1785 – Approve Northside First Addition Condos Site Plan (Brian Shay)
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Leslie Brick, Deputy City Clerk
DATE:	February 27, 2019

BACKGROUND:

This item was reviewed by the Planning and Zoning Commission and approved with the follow conditions:

1. Provide sidewalk connection from the North Parking Spaces to the Buildings B and C.
2. At the request of the abutting landowners, mutually agreeable fencing will be provided rather than vegetative screening.
3. Seek guidance and develop with state law and previous local agreements to establish law enforcement of Fire lanes on private street(s) of this project.

STAFF RECOMMENDATION: Approve Resolution – Move to Action
--

REVIEWED BY CITY ADMINISTRATOR:
--

COUNCIL ACTION:

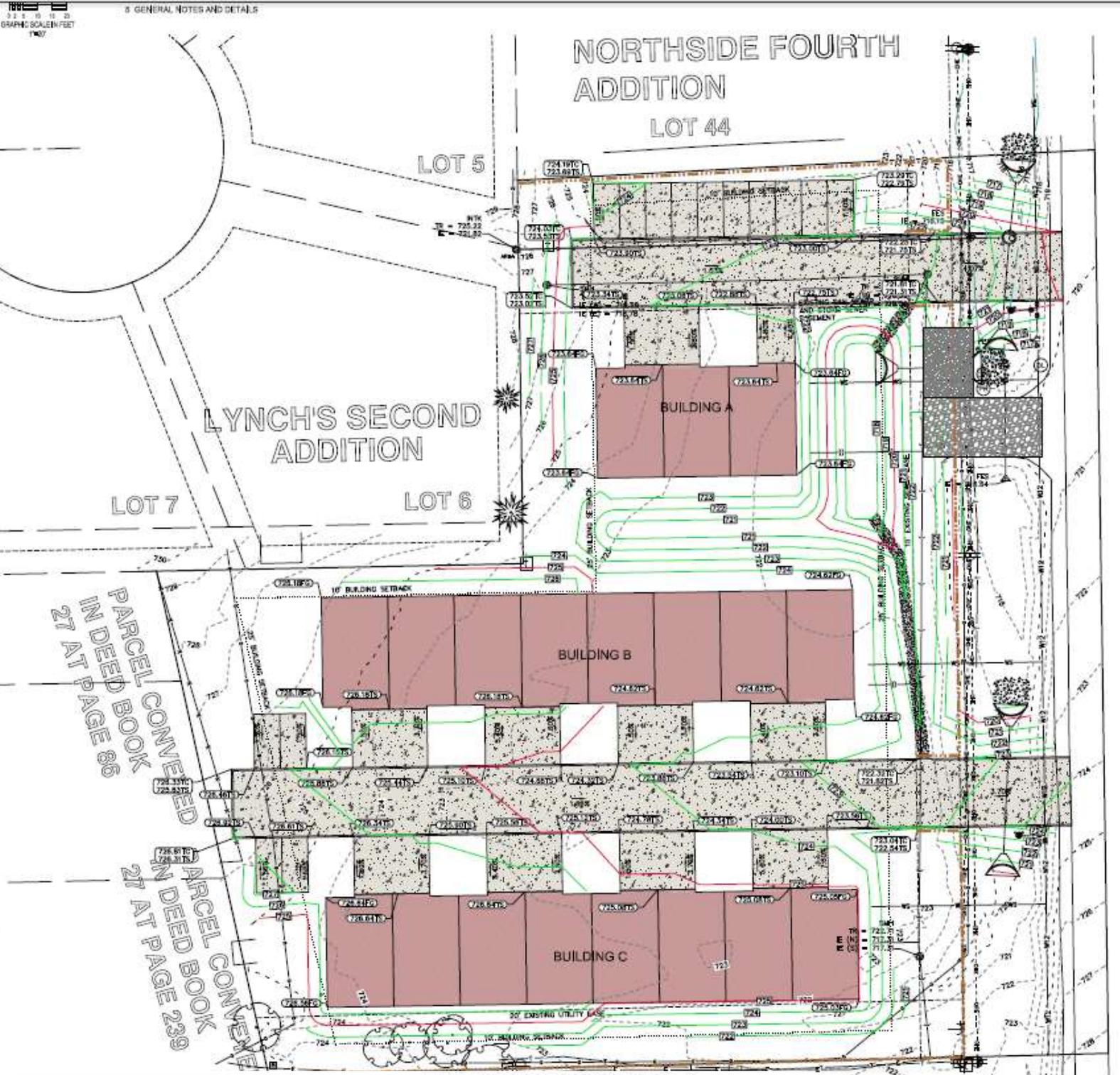
MOTION BY:

SECOND BY:

"Turning Vision into Reality is our Business"

NORTHSIDE FOURTH ADDITION

LOT 44



LEGAL:

AUDITOR'S PARCEL "D" OF NORTHSIDE FIRST ADDITION TO WEST BRANCH, CEDAR COUNTY, IOWA, IN ACCORDANCE WITH THE RECORDED PLAT THEREOF, CONTAINING 1.51 ACRES AND SUBJECT TO EASEMENTS AND RESTRICTION OF RECORD.

SITE DEVELOPMENT SUMMARY:
 AUDITOR'S PARCEL "D"
 SQUARE FOOTAGE: 2 STORY @ 16,663 S.F.
 PROPOSED USE: RESIDENTIAL

DEVELOPMENT CHARACTERISTICS:
 AUDITOR'S PARCEL "D" IS TO BE A 1.51 ACRE RB-1. THE PLAN WILL CONSIST OF 3 (THREE) PROPOSED RESIDENTIAL BUILDINGS.

DEVELOPMENT SCHEDULE
 APPLICANT PLANS TO BEGIN CONSTRUCTION ON SPRING 2019, WITH AN ESTIMATED COMPLETION DATE IN SPRING 2020.

SITE COVERAGES:

TOTAL LOT AREA	65,775 S.F. (100%)
PROPOSED BUILDING AREA	16,663 S.F. (25%)
PROPOSED PAVING AREA	9,835 S.F. (15%)
PROPOSED IMPERVIOUS AREA	26,498 S.F. (40%)
PROPOSED OPEN AREA	39,277 S.F. (60%)

LOT REQUIREMENTS:

FRONT YARD SETBACK	25 FEET
SIDE YARD SETBACK	8 FEET
REAR YARD SETBACK	25 FEET

PARKING REQUIREMENTS:

2 SPACES PER DWELLING UNIT	
19 UNITS X 2 SPACES =	38 SPACES
TOTAL PARKING REQUIRED =	38 SPACES
TOTAL PARKING PROVIDED =	52 SPACES

NORTHSIDE FIRST ADDITION, PARCEL D
 WEST BRANCH, IOWA



KEYNOTES

NUMBER	KEYNOTE	DETAIL
101	INSTALL 6" PCC DRIVE	
102	INSTALL 3" ROLL CURB	
103	INSTALL 4" WIDE PAVEMENT MARKINGS (TYP.)	
104	INSTALL 6" STANDARD CURB PER DETAIL. SEE DETAIL, AS NOTED ON SHEET 7	
105	4" WIDE CURB CUT OUT	

SITE PLAN NORTHSIDE FIRST ADDITION, PARCEL D WEST BRANCH, IOWA



SHEET INDEX
 1 PRELIMINARY AND DIMENSION PLAN
 2 GRADING AND EROSION CONTROL PLAN
 3 UTILITY PLAN
 4 LANDSCAPE PLAN
 5 GENERAL NOTES AND DETAILS

PLAT PREPARED BY:
 HNS CONSULTANTS, INC.
 1917 S. GILBERT STREET
 IOWA CITY, IA 52241

OWNER/SUBMITTER:
 BRANN SPAW
 2165 STONE VALLEY DRIVE
 NORTH LIBERTY, IA 52551

APPROVED

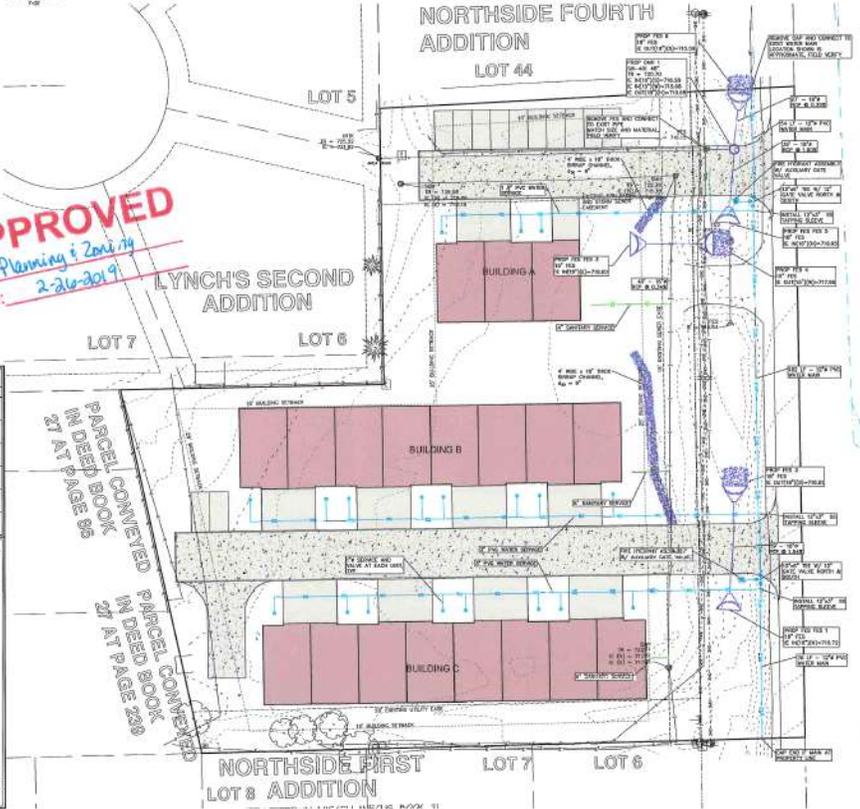
By: Planning & Zoning

Date: 2-26-2019

UTILITY COMPANY	CONTRACTS	DATE
AMERICAN ELECTRIC	150-100-123	12-15-18
AMERICAN ELECTRIC	150-100-456	12-15-18
AMERICAN ELECTRIC	150-100-789	12-15-18
AMERICAN ELECTRIC	150-100-012	12-15-18
AMERICAN ELECTRIC	150-100-345	12-15-18
AMERICAN ELECTRIC	150-100-678	12-15-18
AMERICAN ELECTRIC	150-100-901	12-15-18
AMERICAN ELECTRIC	150-100-234	12-15-18
AMERICAN ELECTRIC	150-100-567	12-15-18
AMERICAN ELECTRIC	150-100-890	12-15-18

STANDARD LEGEND AND NOTES

<p>1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.</p> <p>2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p> <p>3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</p> <p>4. ALL DIMENSIONS ARE TO EXTERIOR FACE UNLESS OTHERWISE NOTED.</p> <p>5. ALL DIMENSIONS ARE TO INTERIOR FACE UNLESS OTHERWISE NOTED.</p> <p>6. ALL DIMENSIONS ARE TO CENTERLINE OF ROAD UNLESS OTHERWISE NOTED.</p> <p>7. ALL DIMENSIONS ARE TO CENTERLINE OF RAILROAD UNLESS OTHERWISE NOTED.</p> <p>8. ALL DIMENSIONS ARE TO CENTERLINE OF CANAL UNLESS OTHERWISE NOTED.</p> <p>9. ALL DIMENSIONS ARE TO CENTERLINE OF DITCH UNLESS OTHERWISE NOTED.</p> <p>10. ALL DIMENSIONS ARE TO CENTERLINE OF TRENCH UNLESS OTHERWISE NOTED.</p> <p>11. ALL DIMENSIONS ARE TO CENTERLINE OF UTILITY UNLESS OTHERWISE NOTED.</p> <p>12. ALL DIMENSIONS ARE TO CENTERLINE OF STRUCTURE UNLESS OTHERWISE NOTED.</p> <p>13. ALL DIMENSIONS ARE TO CENTERLINE OF LOT UNLESS OTHERWISE NOTED.</p> <p>14. ALL DIMENSIONS ARE TO CENTERLINE OF PARCEL UNLESS OTHERWISE NOTED.</p> <p>15. ALL DIMENSIONS ARE TO CENTERLINE OF TRACT UNLESS OTHERWISE NOTED.</p> <p>16. ALL DIMENSIONS ARE TO CENTERLINE OF SECTION UNLESS OTHERWISE NOTED.</p> <p>17. ALL DIMENSIONS ARE TO CENTERLINE OF TOWNSHIP UNLESS OTHERWISE NOTED.</p> <p>18. ALL DIMENSIONS ARE TO CENTERLINE OF RANGE UNLESS OTHERWISE NOTED.</p> <p>19. ALL DIMENSIONS ARE TO CENTERLINE OF COUNTY UNLESS OTHERWISE NOTED.</p> <p>20. ALL DIMENSIONS ARE TO CENTERLINE OF STATE UNLESS OTHERWISE NOTED.</p>	<p>1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.</p> <p>2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p> <p>3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</p> <p>4. ALL DIMENSIONS ARE TO EXTERIOR FACE UNLESS OTHERWISE NOTED.</p> <p>5. ALL DIMENSIONS ARE TO INTERIOR FACE UNLESS OTHERWISE NOTED.</p> <p>6. ALL DIMENSIONS ARE TO CENTERLINE OF ROAD UNLESS OTHERWISE NOTED.</p> <p>7. ALL DIMENSIONS ARE TO CENTERLINE OF RAILROAD UNLESS OTHERWISE NOTED.</p> <p>8. ALL DIMENSIONS ARE TO CENTERLINE OF CANAL UNLESS OTHERWISE NOTED.</p> <p>9. ALL DIMENSIONS ARE TO CENTERLINE OF DITCH UNLESS OTHERWISE NOTED.</p> <p>10. ALL DIMENSIONS ARE TO CENTERLINE OF TRENCH UNLESS OTHERWISE NOTED.</p> <p>11. ALL DIMENSIONS ARE TO CENTERLINE OF UTILITY UNLESS OTHERWISE NOTED.</p> <p>12. ALL DIMENSIONS ARE TO CENTERLINE OF STRUCTURE UNLESS OTHERWISE NOTED.</p> <p>13. ALL DIMENSIONS ARE TO CENTERLINE OF LOT UNLESS OTHERWISE NOTED.</p> <p>14. ALL DIMENSIONS ARE TO CENTERLINE OF PARCEL UNLESS OTHERWISE NOTED.</p> <p>15. ALL DIMENSIONS ARE TO CENTERLINE OF TRACT UNLESS OTHERWISE NOTED.</p> <p>16. ALL DIMENSIONS ARE TO CENTERLINE OF SECTION UNLESS OTHERWISE NOTED.</p> <p>17. ALL DIMENSIONS ARE TO CENTERLINE OF TOWNSHIP UNLESS OTHERWISE NOTED.</p> <p>18. ALL DIMENSIONS ARE TO CENTERLINE OF RANGE UNLESS OTHERWISE NOTED.</p> <p>19. ALL DIMENSIONS ARE TO CENTERLINE OF COUNTY UNLESS OTHERWISE NOTED.</p> <p>20. ALL DIMENSIONS ARE TO CENTERLINE OF STATE UNLESS OTHERWISE NOTED.</p>
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HNS CONSULTANTS, INC.
 CIVIL ENGINEERS
 LAND PLANNERS
 LAND SURVEYORS
 LANDSCAPE ARCHITECTS
 ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
 IOWA CITY, IOWA 52241
 (319) 331-1000
www.hnsconsultants.com

UTILITY PLAN

NORTHSIDE FIRST ADDITION, PARCEL D
 WEST BRANCH, IOWA

HNS CONSULTANTS, INC.
 1-22-19
 Prepared by: ELM
 Checked by: ALB
 Drawn by: ELM
 Project No: 10214-004
3

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GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IOWA BUILDING CODE AND THE IOWA ELECTRICAL CODE.
2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.

LANDSCAPE NOTES:

1. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE IOWA LANDSCAPE CODE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
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FINISHED GRADE ELEVATIONS:

NO.	DESCRIPTION	ELEVATION
1	EXIST. FINISHED GRADE	111.0
2	NEW FINISHED GRADE	112.0
3	NEW FINISHED GRADE	113.0
4	NEW FINISHED GRADE	114.0
5	NEW FINISHED GRADE	115.0
6	NEW FINISHED GRADE	116.0
7	NEW FINISHED GRADE	117.0
8	NEW FINISHED GRADE	118.0
9	NEW FINISHED GRADE	119.0
10	NEW FINISHED GRADE	120.0

AREA PLANTING DETAIL, SEEDINGS AND PLACEMENT:

TYPICAL TREE PLANTING DETAIL:

SITE PLAN NORTHSIDE FIRST ADDITION, PARCEL D WEST BRANCH, IOWA



33
LANDSCAPE ARCHITECTURE, INC.

1000 NORTH
WEST BRANCH
WEST BRANCH, IOWA 52158
PHONE: 563-333-3333
WWW.33LANDSCAPE.COM

DATE: 8/26/2017
PROJECT: NORTHSIDE FIRST ADDITION, PARCEL D, WEST BRANCH, IOWA

LANDSCAPE PLAN

NORTHSIDE FIRST ADDITION, PARCEL D, WEST BRANCH, IOWA

SCALE: 1" = 10'-0"

4

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SANITARY SEWER AND WATERMAIN NOTES

- 1) SANITARY SEWER & WATER MAIN CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) MANUAL, CURRENT EDITION.
- 2) SANITARY SEWERS SHALL BE PVC TRUSS PIPE (SUDAS 4010.2.01,E), AS NOTED ON THE PLANS. SANITARY SEWER SERVICE LINES SHALL BE PVC SDR-23.5 WITH GASKETED JOINTS.
- 3) WATER MAINS SHALL BE PVC DR-18 PIPE. USE POLYETHYLENE ENCASEMENT FOR ALL DUCTILE IRON VALVES AND FITTINGS.
- 4) CONTRACTOR TO PROVIDE FERNCO "BAND-SEAL" COUPLINGS FOR DISSIMILAR PIPE CONNECTIONS.
- 5) GRANULAR TRENCH BACKFILL SHALL BE CRUSHED STONE CONFORMING TO I.D.O.T. STANDARD SPECIFICATION 4120.04 WITH 1" MAXIMUM AGGREGATE SIZE. COMPACT TO 90% MODIFIED PROCTOR DENSITY.
- 6) ALL SANITARY SEWERS SHADED ON THE PROFILE VIEW AND ALL SANITARY SEWERS AND WATER MAINS UNDER PAVING OR WITHIN 5 FEET OF PAVEMENT SHALL BE BACKFILLED WITH EITHER OF THE FOLLOWING COMPACTED TO 90% MODIFIED PROCTOR DENSITY:
 - A. SUITABLE EXCAVATED MATERIAL. IF EXCAVATED MATERIAL IS NOT SUITABLE, THEN
 - B. CRUSHED STONE AS SPECIFIED FOR GRANULAR TRENCH BACKFILL.
- 7) ALL SANITARY SEWER SERVICE LINES CROSSING STREET RIGHT-OF-WAY SHALL BE BACKFILLED IN ACCORDANCE WITH THE PRECEDING NOTE.
- 8) CONTRACTOR SHALL PROVIDE SUDAS CLASS F-3 BEDDING FOR ALL PVC TRUSS SANITARY SEWERS.

ALL SANITARY SEWER SERVICE LINES SHALL BE EXTENDED :

- 9) TO THE UTILITY EASEMENT LINE FOR THOSE LOCATIONS WHERE THE LOTS BEING SERVED ARE ON THE OPPOSITE SIDE OF THE STREET FROM THE SEWER MAIN.
- 10) TO THE UTILITY EASEMENT LINE FOR THOSE LOCATIONS WHERE THE LOTS BEING SERVED ARE ADJACENT TO THE SEWER MAIN.
- 11) THE END OF ALL SANITARY SEWER SERVICES MUST BE MARKED WITH A WOOD 2 x 4 PAINTED GREEN.
- 12) ALL SANITARY SEWER MANHOLES SHALL BE PROVIDED WITH CRETEX EXTERIOR CHIMNEY SEAL OR APPROVED EQUAL. ALL SANITARY SEWER MANHOLES IN PAVING OR OTHERWISE SUBJECT TO SURFACE WATER INUNDATION SHALL BE PROVIDED WITH CRETEX INTERNAL CHIMNEY SEAL OR APPROVED EQUAL.

AIR TESTING

- 13) ALL SANITARY SEWER AND SERVICE LINES SHALL BE AIR TESTED TO PASS THE FOLLOWING TEST:
NOTE: CITY REPRESENTATIVE MUST BE PRESENT DURING TESTING.
 - A. PERFORM FROM MANHOLE-TO-MANHOLE AFTER BACKFILL.
 - B. PLACE PNEUMATIC PLUGS: (1) SEALING LENGTH: EQUAL TO OR GREATER THAN PIPE DIAMETER, (2) CAPABLE OF RESISTING INTERNAL TEST PRESSURE WITHOUT EXTERNAL BRACING OR BLOCKING.
 - C. INTRODUCE LOW-PRESSURE AIR INTO SEALED LINE AND ACHIEVE INTERNAL AIR PRESSURE OF 5 psi & MAINTAIN FOR A MINIMUM OF 5 MINUTES.
 - D. LIMIT INTERNAL PRESSURE IN SEALED LINE BELOW 8 PSIG.
 - E. ALLOW 2 MINUTES MINIMUM FOR AIR PRESSURE TO STABILIZE. DISCONNECT LOW-PRESSURE AIR HOSE FROM CONTROL PANEL.
 - F. MINIMUM TIME FOR PRESSURE TO DROP FROM 3.5 TO 2.5 PSIG GREATER THAN MAXIMUM PRESSURE EXERTED BY GROUNDWATER ABOVE PIPE INVERT:

PIPE DIAMETER IN INCHES	TIME IN MINUTES
4 _____	2.0
6 _____	3.0
8 _____	4.0
10 _____	5.0
12 _____	5.5
15 _____	7.5

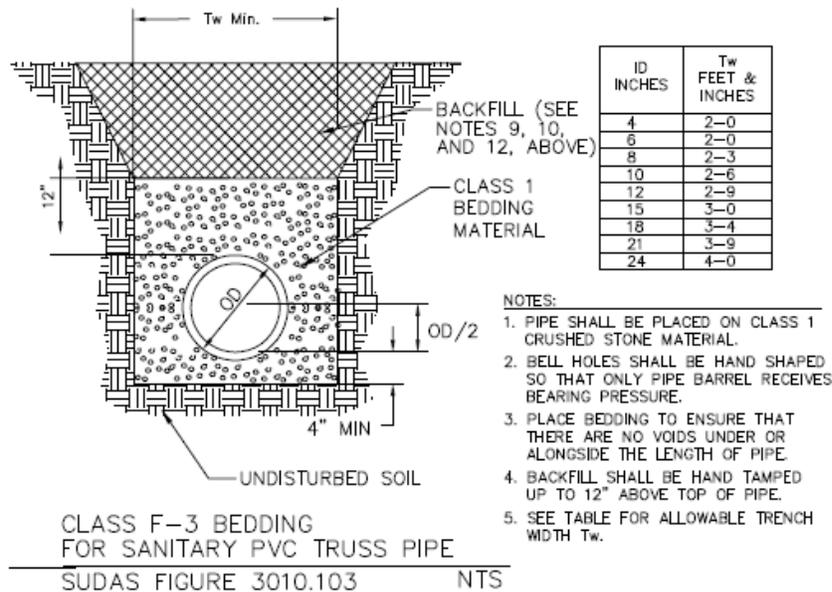
G. IN AREAS WHERE GROUND WATER IS KNOWN TO EXIST, THE HEIGHT OF WATER ABOVE THE TOP OF THE PIPE BEING TESTED, IN FEET, SHALL BE DETERMINED AND THAT HEIGHT DIVIDED BY 2.3 TO ESTABLISH THE PRESSURE THAT WILL BE ADDED TO ALL READINGS ABOVE. ALTERNATIVELY, THE ENGINEER MAY ALLOW THE CONTRACTOR TO MEASURE INFILTRATION INTO THE SEWER BY USING A V-NOTCH WEIR OR OTHER SUITABLE DEVICE.

H. LOCATE, REPAIR AND RETEST LEAKS.

I. AIR TESTING SHALL BE CONSIDERED INCIDENTAL TO SANITARY SEWER CONSTRUCTION.

ALL PVC TRUSS SEWERS SHALL HAVE A DEFLECTION TEST PERFORMED AS FOLLOWS:

- A) DEFLECTION TEST SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS.
- B) DEFLECTION TEST TO BE CONDUCTED USING A RIGID BALL OR MANDREL WITH A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE. NO MECHANICAL PULLING DEVICES ALLOWED.
- C) NO PIPE SHALL EXCEED A DEFLECTION OF 5%.



THE FOLLOWING MINIMUM CLEARANCES MUST BE MAINTAINED :

- 14) WATER MAIN SHALL BE LOCATED 10 FEET HORIZONTALLY DISTANT FROM ALL SANITARY SEWER AND STORM SEWER.
- 15) WATER MAIN SHALL NOT PASS THROUGH NOR CONTACT A SEWER OR A SEWER MANHOLE. A MINIMUM HORIZONTAL SEPARATION OF 3 FEET SHALL BE MAINTAINED.
- 16) VERTICAL SEPARATION OF WATER MAINS CROSSING OVER ANY SANITARY SEWER SHOULD BE A MINIMUM OF 18-INCHES, MEASURED OUTSIDE TO OUTSIDE FROM THE CLOSEST EDGE OF EACH PIPE. IF PHYSICAL CONDITIONS PROHIBIT THIS SEPARATION, THE WATER MAIN SHALL NOT BE PLACED CLOSER THAN 6-INCHES ABOVE A SEWER OR 18-INCHES BELOW A SEWER. THE SEPARATION DISTANCE SHALL BE THE MAXIMUM FEASIBLE IN ALL CASES.
- 17) WHERE THE WATER MAIN CROSSES SEWER, ONE FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO BOTH JOINTS ARE AS FAR AS POSSIBLE FROM THE SEWER. THE WATER AND SEWER PIPES MUST BE ADEQUATELY SUPPORTED AND HAVE WATER TIGHT JOINTS. A LOW PERMEABILITY SOIL SHALL BE USED FOR BACKFILL MATERIAL WITHIN 10- FEET OF THE POINT OF CROSSING.
- 18) NOMINAL DEPTH OF WATER MAIN = 5.5 FEET TO TOP OF PIPE.
- 19) WATER MAIN SHADED ON PLAN VIEW SHALL BE INSTALLED PRIOR TO PAVING.
- 20) THE ENTIRE WATERMAIN SYSTEM, INCLUDING SERVICES TAPS IF APPLICABLE, SHALL BE PRESSURE TESTED PER AWWA C600. THE TEST SHALL BE PERFORMED AT A MINIMUM OF 150 psi FOR 2 HOURS WITH A MAXIMUM LOSS OF 5 psi.
- 21) WATER MAINS SHALL BE DISINFECTED IN ACCORDANCE WITH SPECIFICATIONS.
- 22) FIRE HYDRANTS SHALL BE MUELLER SUPER CENTURIAN 250 OR APPROVED CITY EQUAL THAT OPEN LEFT.
- 23) BED WATER MAIN ON NATIVE MATERIAL, DIG IN BELLS, AND BACKFILL WITH SUITABLE MATERIAL.

WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS, OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THOSE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THAT THERE MAY BE OTHER FACILITIES IN THE CONSTRUCTION AREA, THE EXISTENCE OF WHICH IS NOT PRESENTLY KNOWN OR SHOWN HEREON. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION, AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.

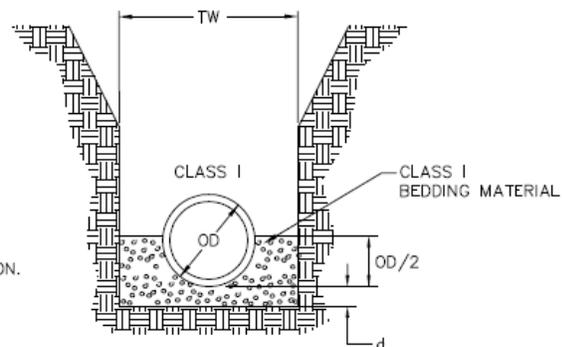
STORM SEWER NOTES

- 1) STORM SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) MANUAL, CURRENT EDITION AND CITY OF WEST BRANCH DESIGN AND CONSTRUCTION STANDARDS AND PROCEDURES. CITY OF WEST BRANCH DESIGN AND CONSTRUCTION STANDARDS AND PROCEDURES SHALL PREVAIL.
- 2) ALL STORM SEWERS SHALL BE CLASS 3 RCP UNLESS NOTED OTHERWISE IN THE PLANS.
- 3) AT PLACES WHERE A FLARED END SECTION IS REQUIRED, PIPE LENGTH INCLUDES THE FLARED END. THE LAST TWO JOINTS ARE TO BE TIED WHERE FLARED END SECTIONS ARE REQUIRED.
- 4) ALL RCP STORM SEWERS SHALL BE PROVIDED WITH CLASS "R-2" BEDDING, UNLESS NOTED OTHERWISE. PVC SEWERS SHALL BE PROVIDED WITH CRUSHED STONE ENCASEMENT.
- 5) STORM SEWERS SHADED ON THE PROFILE VIEW SHALL BE BACKFILLED WITH EITHER OF THE FOLLOWING COMPACTED TO 90% MODIFIED PROCTOR DENSITY:
 - A. SUITABLE EXCAVATED MATERIAL. IF EXCAVATED MATERIAL IS NOT SUITABLE, THEN
 - B. CRUSHED STONE AS SPECIFIED FOR GRANULAR TRENCH BACKFILL SHALL BE USED.
- 6) GRANULAR TRENCH BACKFILL SHALL BE CRUSHED STONE CONFORMING TO I.D.O.T. STANDARD SPECIFICATION 4120.04 WITH 1" MAXIMUM AGGREGATE SIZE. COMPACT TO 90% MODIFIED PROCTOR DENSITY.
- 7) ALL REINFORCED CONCRETE PIPE (RCP) SHALL CONFORM TO SUDAS SPECIFICATION 4020,2.01,A WITH THE FOLLOWING ADDITIONAL RESTRICTIONS: ALL RCP JOINTS FOR 36" AND SMALLER PIPE SHALL HAVE TONGUE AND GROOVE JOINTS INCORPORATING RUBBER "O"-RING OR PROFILE GASKETS COMPLYING WITH ASTM C443 OR SHALL BE TONGUE AND GROOVE WITH ALL JOINTS WRAPPED WITH FILTER FABRIC A MINIMUM OF 24" WIDE.
- 8) ALL PIPE SHALL BE CERTIFIED.
- 9) ALL STORM INTAKES SHALL BE A MINIMUM OF 48 INCHES FROM TOP OF CURB/RIM TO SUBGRADE. IF INVERT ELEVATIONS ARE INSUFFICIENT TO PROVIDE THIS REQUIRED DEPTH, THE CONTRACTOR TO PROVIDE DEEPER STRUCTURE AND POUR CONCRETE FILLET IN INTAKE TO MAKE INTAKE PIPES DRAIN AT INVERT ELEVATIONS LISTED.
- 10) LIFT HOLES IN STORM SEWER WILL NOT BE ALLOWED.
- 11) PROVIDE CONCRETE FILLETS IN ALL NEW & EXISTING DRAINAGE STRUCTURES PER REFERENCED DETAILS.

WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS, OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THOSE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THAT THERE MAY BE OTHER FACILITIES IN THE CONSTRUCTION AREA, THE EXISTENCE OF WHICH IS NOT PRESENTLY KNOWN OR SHOWN HEREON. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION, AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.

NOTES:

1. PIPE SHALL BE PLACED ON CRUSHED STONE MATERIAL.
2. BELL HOLES SHALL BE HAND SHAPED SO THAT ONLY PIPE BARREL RECEIVES BEARING PRESSURE.
3. PLACE BEDDING TO ENSURE THAT THERE ARE NO VOIDS UNDER OR ALONGSIDE THE LENGTH OF PIPE.
4. BACK FILL AND BEDDING SHALL BE PLACED AS SPECIFIED IN CONTRACT DOCUMENTS.
5. SEE IDOT STANDARD ROAD PLAN SW-102 FOR ADDITIONAL TRENCH BEDDING INFORMATION.



CLASS "R-2" BEDDING

RESOLUTION 1785

**A RESOLUTION APPROVING NORTHSIDE FIRST ADDITION CONDOS
SITE PLAN**

WHEREAS, Brian Shay, has heretofore submitted a proposed Site Plan to construct multiple family townhomes on North Downey Street, West Branch, Iowa (the “Project”); and

WHEREAS, said Site Plan (See Exhibit A) has heretofore been reviewed by City Staff, including the City Engineer; and

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

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

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

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

* * * * *

Passed and approved this 4th day of March, 2019.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, Deputy City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 4, 2019
AGENDA ITEM:	Resolution 1786 – A Resolution Approving Cedar’s Edge Subdivision Final Plat.
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Kevin Olson, City Attorney
DATE:	February 27, 2019

BACKGROUND:

Jerry Sexton, owner of Cedar’s Edge Golf Course is proposing to develop a portion of the golf course to add 25 residential lots. This parcel has been rezoned from A-1 to R-1 (16 lots) and R-2 (9 lots). Lot 26 and Outlot A will remain A-1, with Lot 26 sold to Erin Morrison –Vincent to construct a wedding event center. In addition, the Preliminary Plat was approved and recommended for approval by City Council on October 16, 2018. The Final Plat has been reviewed by the City Engineer and Approved by the Planning and Zoning Commission.

STAFF RECOMMENDATION: Approve Resolution – Move to Action
--

REVIEWED BY CITY ADMINISTRATOR:
--

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"Turning Vision into Reality is our Business"

RESOLUTION 1786

RESOLUTION APPROVING THE FINAL PLAT OF CEDARS EDGE, WEST BRANCH, IOWA.

WHEREAS, the developer did file with the City Clerk of West Branch, a final plat for Cedars Edge, West Branch, Iowa; and

WHEREAS, the legal description for said Subdivision is as follows:

See Exhibit "A" attached hereto

; and

WHEREAS, said property has been dedicated with the free consent and in accordance with the desires of the owner; and

WHEREAS, the aforementioned plat and subdivision is found to conform with Chapter 354 of the State Code of Iowa, Chapter 170 of the West Branch Code of Ordinances, and all other ordinances and statutory requirements; and

WHEREAS, said final platting of the aforementioned subdivision has been examined by the West Branch Planning and Zoning Commission; and

WHEREAS, recommendations from both said Commission and City Staff have been made; and

WHEREAS, after due deliberation, said Commission has recommended that the final platting of the proposed subdivision, be accepted and approved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the final platting of Cedars Edge, West Branch, Iowa, be and the same is hereby approved.

BE IT FURTHER RESOLVED that the City Clerk of the City of West Branch, Iowa, is hereby authorized and directed to certify a copy of this Resolution to the County Recorder of Cedar County, Iowa, along with all other required ancillary documents.

* * * * *

Passed and approved this 4th day of March, 2019.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk

RESOLUTION 1786 - EXHIBIT A

Cedar's Edge Final Plat

City of West Branch

Being a part of the South half (S ½) of the Northwest Quarter (NW ¼) of Section 6, Township 79 North, Range 4 West of the 5th P.M, City of West Branch, Cedar County, Iowa described as:

Beginning at the Southwest Corner of the South half (S ½) of said Northwest Quarter (NW ¼), thence N86°43'04"E, 439.73 feet to the West line of Lot 9 of Greenview Estates, an official plat in the City of West Branch, thence along said West line N03°24'34"W, 40.96 feet to the Northwest Corner of said Lot 9; thence along the North line of said Lot 9 N86°42'34"E, 193.71 feet to the Southwest Corner of Auditor's Parcel B as recorded in Book F Page 12 of the Cedar County Recorder's Office, thence along the West line of said Parcel B N03°17'26"W, 80.02 feet to the Northwest Corner of said Parcel B, thence along the North line of said Parcel B N70°02'37"E, 348.25 feet to the Northeast Corner of said Parcel B, thence N01°02'20"W, 1098.53 feet; thence S87°13'55"W, 958.00 feet to the West line of said South half; thence S01°02'20"E, 1328.24 feet to the Point of Beginning.

Described parcel contains 27.63 acres and is subject to easements and other restrictions of record.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 4, 2019
AGENDA ITEM:	Resolution 1787 – A Resolution Approving Cedar’s Edge Subdivider’s Agreement.
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Kevin Olson, City Attorney
DATE:	February 27, 2019

BACKGROUND:

Jerry Sexton, owner of Cedar’s Edge Golf Course is proposing to develop a portion of the golf course to add 25 residential lots. This agreement sets out the terms and conditions of which this development is planned to be completed. Lot 26 and Outlot A will remain A-1, with Lot 26 sold to Erin Morrison –Vincent to construct a wedding event center.

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

"Turning Vision into Reality is our Business"

SUBDIVIDER'S AGREEMENT

CEDARS EDGE SUBDIVISION

This Agreement is made by and between Cedars Edge Properties, LLC, an Iowa limited liability company, hereinafter referred to as the "Subdivider", and the City of West Branch, Iowa, a Municipal corporation, hereinafter referred to as the "City".

SECTION 1. MUNICIPAL IMPROVEMENTS; CONSTRUCTION AND INSTALLATION OF MUNICIPAL IMPROVEMENTS.

In consideration of the City approving the Final Plat and subdivision of real estate known and designated as Cedars Edge, a Subdivision of the City of West Branch, Iowa, prior to Subdivider's installation and construction of the required municipal improvements, Subdivider shall make escrow provisions as provided herein. Municipal improvements shall include three (3) 29-foot PCC streets known as Lazy Brook Drive, Ember Lane and Birdie Drive, sanitary sewers, water mains, storm sewers, sump-pump line, storm water detention basin, mail box clusters and street lighting. Said municipal improvements shall be constructed and installed in accordance with construction plans and specifications approved by the City Engineer of the City who shall have the right to make or authorize occasional inspections of the work in progress. Said inspections shall not relieve or release the Subdivider from the responsibility to construct the municipal improvements in accordance with the approved plans and specifications. Notwithstanding anything to the contrary herein, Subdivider shall not be required to construct Birdie Drive until such time as the Cedar Johnson Road adjacent to the Subdivision is improved by the City.

SECTION 2. SIDEWALKS.

The Subdivider agrees that no later than five (5) years from the date of the City's Resolution approving the Final Plat of Cedars Edge Subdivision, West Branch, Iowa, or upon seventy-five percent (75%) of the development of the lots therein, whichever occurs first, to install sidewalks abutting each residential lot which shall be at least five (5) feet wide and constructed according to the plans and specifications as approved by the City Engineer. The escrow provision need not include the sidewalk installation, however, the same shall remain a lien against each lot until accepted and released by the City. Notwithstanding anything to the contrary herein, the Subdivider's obligation to install sidewalks on Lots 11-20 adjacent to Cedar Johnson Road shall not commence until such time as Cedar Johnson Road is improved by the City. In the event dwellings have been constructed on Lots 11-20 at the time Cedar Johnson Road improvements are completed, the sidewalks on Lots 11-20 adjacent to Cedar Johnson Road shall be constructed within one (1) year of the Cedar Johnson Road Improvements. Lot 16 shall have sidewalks constructed abutting Cedar Johnson Road and Ember Lane. Lots 18-19 shall have sidewalks constructed abutting Cedar Johnson Road and Lazy Brook Drive. Lot 17 shall have sidewalks constructed abutting Cedar Johnson Road, Lazy Brook Drive and Ember Lane. Lot 20 shall have sidewalks constructed abutting Cedar Johnson Road, Birdie Drive and Lazy Brook Drive.

SECTION 3. ESCROW MONIES

The Subdivider shall deposit with the City Clerk in escrow an amount equal to the estimated cost of constructing the municipal improvements plus 10% thereof as determined by the City Engineer and said deposit shall be referred to as "Municipal Improvements Escrow". The escrow deposit shall be in the form of cash, bank check that will be cashed, bond or irrevocable letter of credit, all as approved by the City Attorney.

SECTION 4. USE OF ESCROW MONIES

Except with regard to construction of Birdie Drive, if after one year from the date of the City's resolution approving the Final Plat of the Subdivision, the municipal improvements have not been constructed and installed for the Subdivision, then City may use and/or make demand upon the municipal improvements escrow to construct and install said municipal improvements. The City shall release any bond or letter of credit or refund to the Subdivider any portions of or any excess escrow monies not used by the City after construction, installation and acceptance of all of the municipal improvements. Any cash or check held in escrow shall be released as needed for payment of the costs of the improvements.

With regard to construction of Birdie Drive, if after one year from the date of the City's improvement of Cedar Johnson Road, Birdie Drive has not been constructed and installed for the Subdivision, then City may use and/or make demand upon the municipal improvements escrow to construct and install said municipal improvement. The City shall release any bond or letter of credit or refund to the Subdivider any portions of or any excess escrow monies not used by the City after construction, installation and acceptance of Birdie Drive. Any cash or check held in escrow shall be released as needed for payment of the costs of the improvements.

In addition, the City may make use of any of the proceeds of the security provided by Subdivider in order to enforce the erosion control requirements pursuant to Section 170.15(15) of the West Branch Code of Ordinances.

SECTION 5. WAIVER

Except with regard to construction of Birdie Drive and construction of a building on Lot 26, in the event the Subdivider shall sell or convey or make application for a building permit on any lot or lots in the subdivision without having first constructed and installed all the municipal improvements for the Subdivision, then the City shall have the right to proceed therewith as provided in Section 4 above.

SECTION 6. LIEN

The costs of the construction and installation of the municipal improvements shall be a lien and charged against all lots in said Subdivision and need not meet the requirements of notice, benefit or value as provided for by the Code of Iowa for assessing said municipal improvements which may exceed the municipal improvements escrow.

SECTION 7. RELEASE

The City agrees that when all municipal improvements have been constructed and installed for the Subdivision, except for construction of Birdie Drive, to the satisfaction of the City and upon acceptance by resolution, to furnish the Subdivider a good and sufficient Release for filing in the office of the County Recorder so that this Agreement will not constitute a cloud upon the title of the Lots of the subdivision and the City shall release the escrow. City shall retain sufficient amount of Subdivider's escrow to ensure construction of Birdie Drive and at such time as construction of Birdie Drive is completed to the satisfaction of the City, City shall release said escrow.

Notwithstanding anything to the contrary herein, upon Subdivider making the required escrow under Paragraph 1 herein, and the City approving the Final Plat for the Subdivision, the City shall release Lot 26 of the Subdivision from any lien created by this Agreement and Subdivider shall be permitted to convey and transfer Lot 26. However, the Subdivider expressly agrees that no occupancy permit for any building constructed on Lot 26 shall be given by the City until the municipal improvements have been constructed.

SECTION 8. PUBLIC SERVICES.

Subdivider agrees that public services including, street maintenance, snow plowing, water and sanitary sewer service, will not be provided in the Subdivision until the municipal improvements have been constructed, installed and accepted by the City.

SECTION 9. PAYMENT OF SANITARY SEWER CONNECTION FEE.

Prior to the approval of the Final Plat of Cedars Edge Subdivision, the Subdivider shall pay to the City the sum of \$250.00 for each of Lots 11-26 as payment of the Sanitary Sewer Connection Fee District.

SECTION 10. STORM WATER EROSION CONTROL AND TOPSOIL REQUIREMENTS.

Subdivider or its assigns or successors in interest shall be responsible for the maintenance of appropriate erosion control measures during construction of the infrastructure and during building of any structures in the Subdivision. In addition, the Subdivider shall be responsible for the placement of 4-inches of topsoil or allowed substitute upon each lot after the structures have been constructed prior to the issuance of any occupancy permit for said structure.

SECTION 11. ASSIGNS AND SUCCESSORS

This agreement shall be binding upon the parties, their assigns or successors in interest and it is understood that the City, at its option, may contract for the construction and installation of the municipal improvements as provided above.

SECTION 12. ACCESS

Lots 11 and 16 -20 shall not be permitted to access to and from Cedar Johnson Road for purposes on ingress and egress. Lots 12-15 shall be permitted access to and from Cedar Johnson Road for purposes of ingress and egress.

SECTION 13. OUTLOT A

Developer shall be permitted to resubdivide Outlot A in order to develop residential lots.

Dated this ____ day of _____, 2019.

[Signatures and acknowledgments follow on next page]

Cedars Edge Properties, LLC:

City of West Branch:

By: _____
Jerry D. Sexton, Manager/Member

Roger Laughlin, Mayor

ATTEST:

By: _____
Tammy J. Sexton, Manager/Member

Redmond Jones II, City Administrator/Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roger Laughlin and Redmond Jones II, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Administrator/Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Roger Laughlin and Redmond Jones II acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public

STATE OF IOWA, COUNTY OF _____, ss:

This instrument was acknowledged before me on the ___ day of _____, 2019, by Jerry D. Sexton as Member/Manager of Cedars Edge Properties, LLC.

Notary Public

STATE OF IOWA, COUNTY OF _____, ss:

This instrument was acknowledged before me on the ___ day of _____, 2019, by Tammy J. Sexton as Member/Manager of Cedars Edge Properties, LLC.

Notary Public

RESOLUTION 1787

**RESOLUTION APPROVING THE SUBDIVIDER’S AGREEMENT FOR CEDARS EDGE,
WEST BRANCH, IOWA.**

WHEREAS, as part of the approval of the Final Plat of Cedars Edge, West Branch, Iowa, Cedars Edge Properties, LLC (the “Subdivider”) is required to install certain municipal improvements; and

WHEREAS, to that end, the City Attorney, with the assistance of the City Engineer, have negotiated a Subdivider’s Agreement that outlines the responsibilities of the Subdivider as it pertains to construction of said municipal improvements; and

WHEREAS, it is now necessary for the City Council to approve said Subdivider’s Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the aforementioned Subdivider’s Agreement be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby directed to execute this Agreement on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk should file a copy of this Subdivider’s Agreement in the office of the Cedar County Recorder.

* * * * *

Passed and approved this 4th day of March, 2019.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 4, 2019
AGENDA ITEM:	Motion to Accept the Resignation of Wesley Homeister and payment plan to reimburse the City of West Branch the cost of \$4,345.97 in accordance with his work agreement with the city.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Mike Horihan, Chief of Police
DATE:	February 27, 2019

BACKGROUND:

See resignation letter and response.

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

"Turning Vision into Reality is our Business"

Wesley Homeister

West Branch, IA 52358 – @gmail.com

February 25, 2019

Redmond Jones II
City Administrator
City of West Branch
101 N Poplar St.
West Branch, IA 52358

Dear Mr. Jones

I would like to notify you that I am resigning from my position of Patrolman for the West Branch Police Department effective March 11.

Thank you very much for the opportunity the City of West Branch has given my to learn and grow in law enforcement. I have enjoyed my time with the City of West Branch, and I believe the experiences have taught me a great amount about law enforcement and the profession.

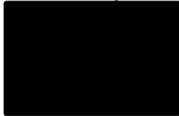
In March I will be taking a new position with the Polk County Sheriff's Office.

Sincerely,

Wesley Homeister



Wesley Homeister



IA 52358
@gmail.com

Dear Wesley,

Your resignation from your position of police officer with the City of West Branch has been accepted pending City Council approval March 4th, 2019. Notwithstanding, any unexpected positions from City Council the following terms are expected to be amenable. Your resignation is expected to be effective on March 11th 2019 as requested.

I have no doubt you will continue to perform to your usual high standard during your remaining time with the City of West Branch. I have conferred with the Finance Director and the City Attorney based on your signed work agreement you owe the City \$12,345.97; however, upon your request we reviewed Fair Labor Standard guidelines and have agreed to amend this amount to \$4,345.97. This is based on the 2-3 years of service category and the start date of April 22, 2016 (completion ILEA training) as recorded with the city.

The agreement calls for repayment at a minimum rate of \$300 per month plus interest. This would require full repayment in 16 months. It is important that any reason for slow or missing payment be immediately conferred with my office to avoid any complications with your ILEA state certification.

It has been a pleasure working with you, and I wish you all the best in the future. If I can be a resource for you in the future, please do not hesitate to ask.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Raymond Jones".

City Administrator
City of West Branch

Cc: Mike Horihan, Chief of Police

"Turning Vision into Reality is our Business"



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 4, 2019
AGENDA ITEM:	Motion to Approve Starting the Hiring Process for a West Branch Police Officer.
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Mike Horihan, Chief of Police
DATE:	February 27, 2019

BACKGROUND:

Officer Homeister' last day will be 3-11-2019

1. The WB City councils will most likely accept Officer Homeister' resignation.
2. The WBPD will try to promote internally (reserves, part-time).
3. If we don't promote someone from inside the police department we will post the Position (within two weeks).
4. WBPD would advertise for a full- time officer position. The application process will be kept open for three weeks.

STAFF RECOMMENDATION: Approve Motion – Move to Action
--

REVIEWED BY CITY ADMINISTRATOR:
--

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"Turning Vision into Reality is our Business"



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 4, 2019
AGENDA ITEM:	Resolution 1789 – A Resolution Approving an Engineering Services Agreement Not-To-Exceed \$59,200.00 with Veenstra & Kimm Inc. for Services Related to the Relocation of Water Main and Force Main Lines Necessary for the I-80 Widening. .
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, City Administrator / Dave Schechinger, City Engineer
DATE:	February 27, 2019

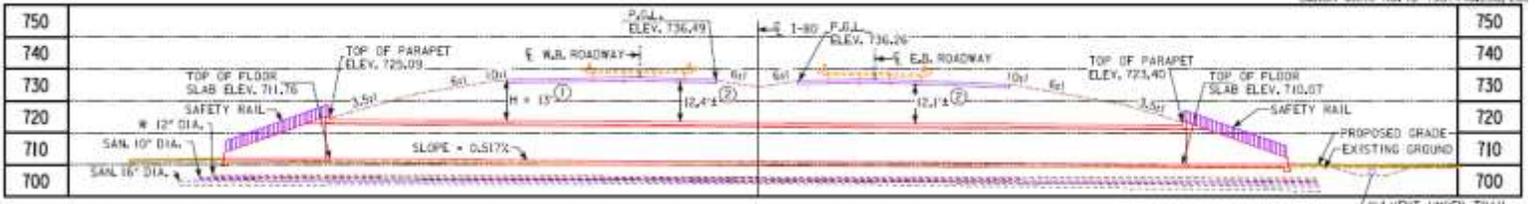
BACKGROUND:

Iowa DOT is preparing plans for widening Interstate 80 that will include removal of the interstate bridges over the abandoned railroad right-of-way. A box culvert will be placed along the abandoned railroad right-of-way to provide a below grade crossing of Interstate 80. Installation of the box culvert will be in a location that is currently occupied by City utilities including a 10” sanitary sewer force main, a 16” sanitary sewer force main, and a 12” potable water line. The utilities will need to be relocated to avoid conflict with the box culvert and placed inside a steel casing pipe from right-of-way to right-of-way of the interstate. Iowa DOT has indicated they would like to enter into a utility agreement to have the City of West Branch to relocate the utilities by November 2020. Iowa DOT would reimburse the City for cost associated with the relocation.

The attached preliminary estimate of cost includes an estimate for engineering services associated with design and construction phase engineering services. Also attached is an Engineering Services Agreement outlining the scope of work, schedule and engineering fees associated with the project.

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

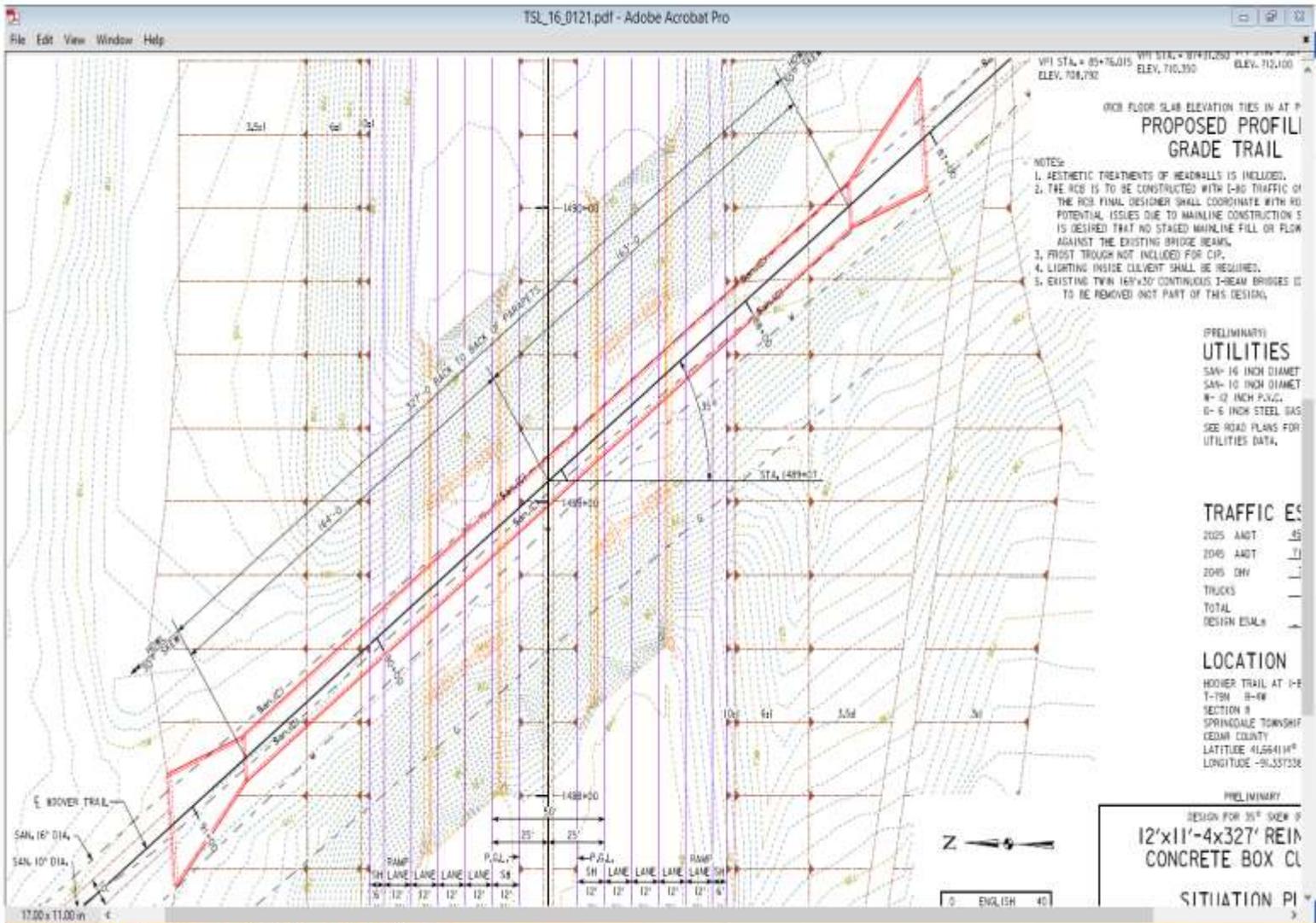
"Turning Vision into Reality is our Business"



- ① DESIGN FOR FILL HEIGHT OF 15.4' DUE TO STAGED TRAFFIC CONDITION.
- ② MIN. VERT. CLEAR TO AVERAGE LOW BEAM ELEV. DURING CONSTRUCTION.

LONGITUDINAL SECTION ALONG CULVERT

CULVERT UNDER TRAIL TYPE, SIZE & LOCATION TO BE DETERMINED



- NOTES:
1. AESTHETIC TREATMENTS OF HEADWALLS IS INCLUDED.
 2. THE RCB IS TO BE CONSTRUCTED WITH I-80 TRAFFIC ON THE EXISTING BRIDGES. THE RCB FINAL DESIGNER SHALL COORDINATE WITH ROAD DESIGN REGARDING POTENTIAL ISSUES DUE TO MAINLINE CONSTRUCTION STAGED EMBANKMENT. IT IS DESIRED THAT NO STAGED MAINLINE FILL OR FLOWABLE MORTAR BE PLACED AGAINST THE EXISTING BRIDGE BEAMS.
 3. FROST TROUGH NOT INCLUDED FOR CIP.
 4. LIGHTING INSIDE CULVERT SHALL BE REQUIRED.
 5. EXISTING TWIN 169'x30' CONTINUOUS I-BEAM BRIDGES (DESIGN NO 5359) TO BE REMOVED (NOT PART OF THIS DESIGN).

PRELIMINARY ESTIMATE OF COST
 UTILITY RELOCATION FOR INTERSTATE 80 WIDENING
 WEST BRANCH, IOWA
 FEBRUARY 25, 2019

	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.1	Construction Staking	Lsum	1	\$ 2,500	\$ 2,500
1.2	Clearing and Grubbing	Lsum	1	\$ 1,500	\$ 1,500
1.3	Mobilization	Lsum	1	\$ 25,000	\$ 25,000
1.4	Casing Pipe In Place				
1.4.1	18" Steel Casing in Open Cut	LF	440	\$ 60	\$ 26,400
1.4.2	20" Steel Casing in Open Cut	LF	440	\$ 85	\$ 37,400
1.4.3	30" Steel Casing in Open Cut	LF	440	\$ 125	\$ 55,000
1.5	Force Main installed in Casing				
1.5.1	10" RJ DI Force Main	LF	480	\$ 85	\$ 40,800
1.5.2	16" RJ DI Force Main	LF	480	\$ 120	\$ 57,600
1.6	Water Main installed in Casing				
1.6.1	12" RJ DI Water Main	LF	480	\$ 75	\$ 36,000
1.7	12" Gate Valve with Box	Ea.	1	\$ 1,500	\$ 1,500
1.8	Hydrant Assembly	Ea.	1	\$ 5,000	\$ 5,000
1.9	Connection to Existing System	Ea.	6	\$ 5,000	\$ 30,000
1.10	Abandon Existing Pipe				
1.10.1	10" Force Main	Lsum	1	\$ 2,000	\$ 2,000
1.10.2	12" Water Main	Lsum	1	\$ 2,600	\$ 2,600
1.10.3	16" Force Main	Lsum	1	\$ 5,000	\$ 5,000
1.11	Seeding	LS	1	\$ 3,500	\$ 3,500
1.12	Erosion Control	LS	1	\$ 5,000	\$ 5,000
	SubTotal				\$ 336,800
	Contingency(15%)				\$ 50,500
	SubTotal				\$ 387,300
	15% Engineering and construction services				\$ 58,000
	Easement Documents				\$ 2,000
	Easement Compensation				\$ 5,000
	TOTAL				\$ 452,300

"Turning Vision into Reality is our Business"

WEST BRANCH, IOWA

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the City of West Branch, a Municipal Corporation, 110 North Poplar Street, P.O. Box 218, West Branch, IA 52358, hereinafter referred to as the “**CITY**,” and Veenstra & Kimm, Inc., an Iowa Corporation, 860 22nd Avenue, Suite 4, Coralville, IA 52241, hereinafter referred to as the “**CONSULTANT**.”

WHEREAS, the **CITY** has received notice from the Iowa Department of Transportation that certain water and sewer utility lines crossing Interstate 80 are in conflict with the future box culvert to be installed in the vicinity of the abandoned railroad corridor, and

WHEREAS, the **CITY** is now contemplating entering into a utility agreement with Iowa Department of Transportation to relocate said utilities, hereinafter referred to as the **Project**, and

WHEREAS, accordingly, the **CITY** has agreed to engage the **CONSULTANT** as an independent contractor to assist in the design and construction of the Project for a total consulting fee not to exceed Fifty-Eight Thousand Dollars (\$58,000) under the terms and conditions set forth below.

NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES.

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the Project as same are set forth in Exhibit “A” attached hereto and incorporated into this Agreement by this reference.

II. TIME OF COMPLETION.

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit “B” attached hereto and incorporated by this reference. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement.

III. GENERAL TERMS AND PROVISIONS.

A. The **CONSULTANT** shall not commit any of the following employ practices in connection with or while rendering engineering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the **CONSULTANT** in connection with the Project. Upon request, the **CONSULTANT** shall provide the **CITY** with a copy of the relevant provisions of any agreement entered into by the **CONSULTANT** and subcontractor in connection with the Project to confirm to the satisfaction of the **CITY** that the requirements under this Subparagraph III(A) have been met.

1

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.

2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status or sexual orientation.

B. The **CITY** may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days' written notice. In the event that the **CITY** does so terminate this Agreement, the **CONSULTANT** shall be paid for all work and services performed up to the time of said termination upon submission to the **CITY** of a final billing statement and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the **CITY** terminates this Agreement with cause, the **CITY** may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the **CONSULTANT**, without the express written consent of the West Branch City Council.

D. It is hereby acknowledged and agreed by both parties hereto that the engagement of the **CONSULTANT** by the **CITY** in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the **CONSULTANT** has first obtained the written approval of same from the **CITY**; and further provided that, should the **CONSULTANT** so engage subcontractors under the terms of this Subparagraph III(D), the **CONSULTANT** shall solely responsible for compensating any such subcontractors.

E. The **CITY** shall make all criteria, design and construction standards, and information regarding the **CITY's** requirements for the Project available to the **CONSULTANT** upon reasonable request by the **CONSULTANT** therefor. The **CITY** shall furnish reasonable assistance to the **CONSULTANT** in the use of said information and documentation at the request of the **CONSULTANT**.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the West Branch City Code of Ordinances.

G. At the request of the **CITY**, the **CONSULTANT** shall attend such meetings of the City Council relating to the **PROJECT** hereunder.

H. The **CONSULTANT** agrees to furnish all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the **CITY**, the **CONSULTANT** shall provide the **CITY** with copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the **CONSULTANT** pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the **PROJECT**. It is understood, however, that the **CONSULTANT** shall not be liable for the **CITY's** use of such documents on other projects.

J. Original drawings prepared by the **CONSULTANT** under this Agreement shall become the property of the **CITY**. The **CONSULTANT** shall be allowed to keep mylar reproducible copies for the **CONSULTANT's** own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the **CITY**.

L. If the **CONSULTANT** is providing Construction Administration or Supervision under this Agreement, the **CONSULTANT** shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the **CONSULTANT** and **CITY** in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being performed by contractors and/or subcontractors. Based on information obtained during such visits and on such observations, the **CONSULTANT** shall endeavor to determine to the best of the **CONSULTANT's** ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the **CITY** informed of the progress of the work on the Project and any concerns the **CONSULTANT** may have regarding same.

M. **CONSULTANT** shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease or death of any and all employees or of any person other than such employees and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. The **CONSULTANT** shall name the **CITY** as an additional insured party on **CONSULTANT's** general liability insurance policy. At the request of the **CITY**, the **CONSULTANT** shall give the **CITY** a certificate of insurance evidencing that the insurance required under this Agreement is in force, and the **CONSULTANT** shall immediately notify the **CITY** of any revocation or cancellation of any of the above-referenced insurance policies. The **CONSULTANT** shall take all necessary steps to preserve the **CITY's** defenses of governmental immunity under Chapter 670 of the Code of Iowa, including, without limitation, requiring that the language set forth in Exhibit "D" attached hereto and incorporated by this reference be included in the certificate of insurance to be provided to the **CITY** hereunder.

IV. COMPENSATION FOR SERVICES.

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement for a total fee not to exceed Fifty-Eight Thousand Dollars (\$58,000). Said total fees shall be paid by the **CITY** to the **CONSULTANT** in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the **CONSULTANT** does hereby acknowledge and confirm the **CONSULTANT's** understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the **CITY** would not have engaged the **CONSULTANT**. Accordingly, the **CONSULTANT** also acknowledges that:

A. No payment shall be made to the **CONSULTANT** hereunder if the Project is not proceeding on schedule unless otherwise hereafter agreed in writing by the **CITY**.

B. Under no circumstances shall the **CITY** compensate the **CONSULTANT** for work that has not yet been completed. For purposes of this provision, work shall constitute the discrete phases of the Project as set forth in Exhibit "A" attached hereto. Accordingly, the **CONSULTANT** shall not be entitled to compensation hereunder for any phases of the work until the entire phase of work has been completed.

C. In any event, no payment hereunder shall become due and payable until submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval of the billing statement by the West Branch City Council at its next regularly scheduled meeting.

V. INDEMNIFICATION.

The **CONSULTANT** agrees to fully indemnify, defend, save and hold the **CITY**, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the **CONSULTANT**, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Project.

VI. HAZARDOUS MATERIALS.

The **CONSULTANT** hereby warrants and represents that the **CONSULTANT** (i) has not created nor contributed to the creation or existence (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The **CONSULTANT**, notwithstanding the limit of liability contained in Provision V of this Agreement, does hereby fully indemnify, defend, save and hold harmless the **CITY**, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the **CITY**, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

VII. INTERPRETATION.

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted standards of the Engineering Profession, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

VIII. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the engineering services to be rendered by the **CONSULTANT** hereunder or the termination of this Agreement for any reason.

IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Cedar County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

X. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

XI. SEVERABILITY.

If any section, subsection, term or provision of this Agreement or the application thereof to the **CONSULTANT**, the **CITY** or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the **CONSULTANT**, the **CITY** or particular circumstances other than for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XII. AUTHORITY.

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XIII. FINAL AGREEMENT.

Both the **CONSULTANT** and the **CITY** hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the engineering services to be rendered by the **CONSULTANT** to the **CITY** in connection with the **PROJECT**, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the **CONSULTANT** and the **CITY**. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED:

VEENSTRA & KIMM, INC.

CITY OF WEST BRANCH, IOWA

An Authorized Representative
ATTEST:

Roger Laughlin, Mayor
ATTEST:

An Authorized Representative

City Clerk

ENGINEERING SERVICES AGREEMENT
UTILITY RELOCATION FOR INTERSTATE 80 WIDENING
WEST BRANCH, IOWA

EXHIBIT "A"

SCOPE OF SERVICES:

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the **PROJECT** as set forth as follows:

1. Gather and review available information regarding the location, depth, size and material for the existing utilities.
2. Topographic and existing utility surveying of the project area.
3. Review and coordination of IDOT proposed bridge removal and culvert installation plans with utility relocation.
4. Review of geotechnical information gathered by IDOT for placement of fill and potential settlement in project vicinity.
5. Preliminary design and coordination meetings with the City and IDOT.
6. Prepare preliminary estimate of cost.

7. Final construction plans and specifications
8. Bidding assistance. City shall reimburse Consultant for cost of distributing plans and specifications to bidders.
9. General construction contract services.

ENGINEERING SERVICES AGREEMENT

UTILITY RELOCATION FOR INTERSTATE 80 WIDENING WEST BRANCH, IOWA

EXHIBIT "B"

TIME OF COMPLETION:

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth below. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement. The schedule milestones for this project are as follows:

1. Topographic surveying of the project area shall be completed by May 31, 2019
2. Draft plans and specifications for City review shall be delivered by July 26, 2019.
3. Final construction plans and specifications shall be delivered by August 16, 2019.
4. Estimated bid date for project is September 5, 2019.
5. Construction of improvements shall be completed by June 1, 2020.

The **CONSULTANT** shall not be responsible for delays in approval, securing easements, or other actions by governmental agencies which may delay the time of completion for services.

ENGINEERING SERVICES AGREEMENT

UTILITY RELOCATION FOR INTERSTATE 80 WIDENING WEST BRANCH, IOWA

EXHIBIT "C"

COMPENSATION FOR SERVICES:

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement based on the following:

1. For **DESIGN SERVICES**, the fee for design services, design conferences, topographic survey, preparation of plans and specifications for the project shall be the lump sum fee of Thirty-Four Thousand Eight Hundred Dollars (\$34,800);
2. For **GENERAL SERVICES**, the total fee for general services during construction and final review of the project shall be the lump sum fee of Eight Thousand Eight Hundred Dollars (\$8,800);
3. For **ONSITE CONSTRUCTION REVIEW**, The total fee for construction review for the Project shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The total fee for resident review services shall not exceed the sum of Fourteen Thousand Four Hundred Dollars (\$14,400) based on providing 200 hours of construction review services at \$72/hour;
4. For **EASEMENTS**, a preparation fee of \$1,000 per easement for 2 easements for an estimated total easement preparation fee of Two Thousand Dollars (\$2,000);

Said total fees shall be paid by the **CITY** to the **CONSULTANT** and shall become due and payable upon submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting.

ENGINEERING SERVICES AGREEMENT
UTILITY RELOCATION FOR INTERSTATE 80 WIDENING
WEST BRANCH, IOWA

EXHIBIT "D"

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

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

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

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

RESOLUTION 1789

A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT NOT-TO-EXCEED \$59,200.00 WITH VEENSTRA & KIMM INC. FOR SERVICES RELATED TO THE RELOCATION OF WATER MAIN AND FORCE MAIN LINES NECESSARY FOR THE I-80 WIDENING.

WHEREAS, the Iowa Department of Transportation (Iowa DOT) is preparing plans for widening Interstate 80 that will include removal of the interstate bridges over the abandoned railroad right-of-way; and

WHEREAS, a box culvert will be placed along the abandoned railroad right-of-way to provide a below grade crossing of Interstate 80; and

WHEREAS, Installation of the box culvert will be in a location that is currently occupied by City utilities including a 10” sanitary sewer force main, a 16” sanitary sewer force main, and a 12” potable water line; and

WHEREAS, the utilities will need to be relocated to avoid conflict with the box culvert and placed inside a steel casing pipe from right-of-way to right-of-way of the interstate; and

WHEREAS, Iowa DOT has indicated they would like to enter into a utility agreement to have the City of West Branch relocate the utilities by November 2020; and

WHEREAS, Iowa DOT would reimburse the City for cost associated with the relocation currently estimated at \$452,300 which includes a \$59,200 estimate for engineering services associated with design and construction phase engineering services; and

WHEREAS, it is now necessary to move forward with this agreement in order to provide Iowa DOT the information they need to finalize the utility agreement with the city

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreement with Veenstra & Kimm, Inc. be and the same is hereby approved. Further, the Mayor and City Administrator are directed to execute said agreement on behalf of the City.

Passed and approved this 4th day of March, 2019.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 4, 2019
AGENDA ITEM:	Resolution 1790 – A Resolution Amending a Construction Engineering Service Agreement in the Amount Not-To-Exceed \$34,600 with Veenstra & Kimm Inc. for Services Related to Added Scope of Work Items on 2 nd Street from College to Green Street.
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, City Administrator / Dave Schechinger, City Engineer
DATE:	February 28, 2019

BACKGROUND:

The selected scope of work for College Street Bridge reconstruction includes the “added items” scope of work that was included as an alternate bid item. This work includes utility and street reconstruction on 2nd Street from College Street to Green Street. The engineering design fees for this work were included in the non-participating scope of work to prepare the plans and specifications for the work to obtain the bids. The engineering services agreement for non-participating did not include the construction engineering for the added items, as it was not certain if the work would be constructed due to budgetary concerns.

With the added items included in the construction contract, the construction engineering is necessary. Upon approval by Council, the engineering services agreement will be amended to include the additional fees for construction services related to the added items.

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

"Turning Vision into Reality is our Business"

Estimate of Cost
2nd Street Improvements
West Branch, Iowa
October 10, 2016

	Description	Unit	Estimated Quantities	Unit Price	Extended Price
1	CLEAR + GRUBB	Units	35	\$15.00	\$525.00
2	EXCAVATION, CL 10, WASTE	CY	440	\$15.00	\$6,600.00
3	TOPSOIL, STRIP, SALVAGE + SPREAD	CY	20	\$5.00	\$100.00
4	MODIFIED SUBBASE	CY	250	\$40.00	\$10,000.00
5	STD/S-F PCC PAV'T, CL C CL 3, 7"	SY	1321	\$65.00	\$85,865.00
6	SURF, DRIVEWAY, CL A CR STONE	Tons	50	\$25.00	\$1,250.00
7	MANHOLE, STORM SWR, SW-401, 48"	Ea.	1	\$5,000.00	\$5,000.00
8	INTAKE, SW-501	Ea.	2	\$2,500.00	\$5,000.00
9	SUBDRAIN, TILE, 4"	LF	360	\$10.00	\$3,600.00
10	SUBDRAIN OUTLET, RF-19E	Ea.	4	\$300.00	\$1,200.00
11	STORM SWR G-M/CAS, TRNCHED, RCP 2000D, 15"	LF	50	\$50.00	\$2,500.00
12	RMVL OF PAV'T	SY	1321	\$10.00	\$13,210.00
13	SIDEWALK, PCC, 4"	SY	162	\$50.00	\$8,100.00
14	SIDEWALK, PCC, 6"	SY	48	\$50.00	\$2,400.00
15	DETECTABLE WARNING - CURB RAMP	SF	60	\$40.00	\$2,400.00
16	DRIVEWAY, PCC, 6"	SY	161	\$40.00	\$6,440.00
17	DRIVEWAY, PCC, 7"	SY	268	\$50.00	\$13,400.00
18	CONSTRUCTION SURVEY	LS	1	\$5,000.00	\$5,000.00
19	PAINTED PAV'T MARK, WATERBORNE/SOLVENT	STA	1	\$500.00	\$500.00
20	TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00
21	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00
22	WATER MAIN, TRENCHED, PVC, 6"	LF	390	\$35.00	\$13,650.00
23	VALVE, GATE, DIP, 6"	Ea.	1	\$1,000.00	\$1,000.00
24	SILT FENCE	LF	500	\$2.00	\$1,000.00
25	RMVL OF SILT FENCE	LF	500	\$0.50	\$250.00
26	CLEAN-OUT OF SILT FENCE	LF	500	\$1.00	\$500.00
				Subtotal	\$200,490.00
				15% Contingency	\$30,000.00
				Construction Total	\$230,490.00
				15% Engineering	\$ 34,600.00
				Project Total	\$ 265,090.00

*College Street Bridge Project Engineering Fees
 Cost Comparison 10-11-2016 to Current
 West Branch, Iowa*

	Original Estimate 2016	Contract Total			
<i>College Street Participating</i>					
Preliminary Engineering for Participating	\$ 36,010.00	\$ 44,234.00			
Final Design Engineering for Participating	\$ 96,144.00	\$ 92,860.00			
Coordination for Easements and Right-of-Way	\$ 44,500.00	\$ 35,926.00			
Purchase Easements and Right-of-Way	\$ 70,000.00	\$ 10,570.00			
Resident Engineering during Construction	\$ 150,000.00	\$ 148,470.00			
		Design	GS	RR	Total
<i>College Street Non Participating</i>	\$ 72,700.00	\$ 35,400.00	\$ 6,100.00	\$ 31,200.00	\$ 72,700.00
<i>Second Street Non Participating</i>	\$ 34,600.00	0	\$ 10,000.00	\$ 24,600.00	\$ 34,600.00
Remaining Construction Engineering	\$ 220,370.00	As indicated in approved engineering service agreements.			
<i>Engineering & ROW Fees to date</i>	\$ 218,990.00				

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Status of College Street Bridge Project
 Cost Comparison 10-11-2016 to Current
 West Branch, Iowa

PRELIMINARY

October 11-2016

Participating Portion of College Street

Participating Construction Cost Estimate	\$ 1,072,970.00
Preliminary Engineering for Participating	\$ 36,010.00
Final Design Engineering for Participating	\$ 96,144.00
Coordination for Easements and Right-of-Way	\$ 44,500.00
Purchase Easements and Right-of-Way	\$ 70,000.00
Resident Engineering during Construction	\$ 150,000.00

Participating Project Total	\$ 1,469,624.00
IDOT Max Contribution	\$ 1,000,000.00
City Portion (Participating)	\$ 469,624.00

Non-Participating Portion of College Street

Non-Participating Construction Cost Estimate	\$ 484,800.00
Engineering	\$ 72,700.00
Non-Participating-College St. Project Total	\$ 557,500.00

Non-Participating - Second Street

Non-Participating Construction Cost Estimate	\$ 230,490.00
Engineering	\$ 34,600.00
Non-Participating-Second St. Project Total	\$ 265,090.00

2016 Total for all phases of project: \$ 2,292,214.00

Remaining Construction Engineering	\$ 220,370.00	As indicated in approved engineering service agreements.
NTE Construction Cost (for award purposes)	\$ 1,848,000.00	Note that this does not include a contingency for issues during construction.
Remaining Project Cost	\$ 2,068,370.00	Note that this does not include a contingency for issues during construction.

Engineering & ROW Fees to date \$ 218,990.00

Estimated Total Project Cost \$ 2,287,360.00

PRE-BID

October 4-2018

Participating Portion of College Street

Participating Construction Cost Estimate	\$ 1,134,583.55
Preliminary Engineering for Participating	\$ 44,234.00
Final Design Engineering for Participating	\$ 92,860.00
Coordination for Easements and Right-of-Way	\$ 35,926.00
Purchase Easements and Right-of-Way	\$ 10,570.00
Resident Engineering during Construction	\$ 148,470.00

Participating Project Total	\$ 1,466,643.55
IDOT Max Contribution	\$ 1,000,000.00
City Portion (Participating)	\$ 466,643.55

Non-Participating Portion of College Street

Non-Participating Construction Cost Estimate	\$ 472,279.00
Engineering	\$ 72,700.00
Non-Participating-College St. Project Total	\$ 544,979.00

Non-Participating - Second Street

Non-Participating Construction Cost Estimate	\$ 207,870.30
Engineering	\$ 34,600.00
Non-Participating-Second St. Project Total	\$ 242,470.30

2018 Total for all phases of project: \$ 2,254,092.85

Remaining Construction Engineering	\$ 220,370.00	As indicated in approved engineering service agreements.
NTE Construction Cost (for award purposes)	\$ 1,848,000.00	Note that this does not include a contingency for issues during construction.
Remaining Project Cost	\$ 2,068,370.00	Note that this does not include a contingency for issues during construction.

Engineering & ROW Fees to date \$ 218,990.00

Estimated Total Project Cost \$ 2,287,360.00

POST-BID

January 29-2019

Participating Portion of College Street

Participating Construction Cost (Bid)	\$ 1,094,972.80
Preliminary Engineering for Participating	\$ 44,234.00
Final Design Engineering for Participating	\$ 92,860.00
Coordination for Easements and Right-of-Way	\$ 35,926.00
Purchase Easements and Right-of-Way	\$ 10,570.00
Resident Engineering during Construction	\$ 148,470.00

Participating Project Total	\$ 1,427,032.80
IDOT Max Contribution	\$ 1,000,000.00
City Portion (Participating)	\$ 427,032.80

Non-Participating Portion of College Street

Non-Participating Construction Cost (Bid)	\$ 426,527.00
Engineering	\$ 72,700.00
Non-Participating-College St. Project Total	\$ 499,227.00

Non-Participating - Second Street

Non-Participating Construction Cost (Bid)	\$ 144,525.30
Engineering	\$ 34,600.00
Non-Participating-Second St. Project Total	\$ 179,125.30

2019 Total for all phases of project: \$ 2,105,385.10

Remaining Construction Engineering	\$ 220,370.00
Construction Total (Bid Amount)	\$ 1,666,025.10
10% Contingency for Construction	\$ 166,602.51
Budget Amount for Remaining Project Cost	\$ 2,052,997.61

Engineering & ROW Fees to date	\$ 218,990.00
Total	\$ 2,271,987.61

Original Project Estimate	\$ 2,292,214.00
Final Bid with Contingency	\$ 2,271,987.61
Difference Between Current and Original	\$ 20,226.39
Difference as a Percentage of Original	0.88%

ENGINEERING SERVICES AGREEMENT

COLLEGE STREET AND SECOND STREET IMPROVEMENTS
WEST BRANCH, IOWA

THIS AGREEMENT, made and entered into this 6th day of February, 2017, by and between the City of West Branch, a Municipal Corporation, 110 North Poplar Street, P.O. Box 218, West Branch, IA 52358, hereinafter referred to as the "**CITY**," and Veenstra & Kimm, Inc., an Iowa Corporation, 860 22nd Avenue, Suite 4, Coralville, IA 52241, hereinafter referred to as the "**CONSULTANT**."

WHEREAS, the **CITY** desires to replace the College Street Bridge and has secured a grant for eligible costs associated with bridge replacement and has contracted for engineering services associated with the grant eligible portion of the project; and

WHEREAS, the **CITY** is required to enter into a separate engineering services agreement for the improvements in connection with the project that are not eligible for grant funding, said improvements generally described as College Street between First Street and Second Street, and Second Street between College Street and Green Street, said street improvements referred to as the "Project"; and

WHEREAS, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services for the design of needed improvements; and

WHEREAS, the **CONSULTANT** is qualified and capable of supplying said engineering services for a total fee not to exceed Seventy-Two Thousand Seven Hundred Dollars (\$72,700).

WHEREAS, accordingly, the **CITY** has agreed to engage the **CONSULTANT** as an independent contractor to assist in the design and construction of the Project for a total consulting fee not to exceed Seventy-Two Thousand Seven Hundred Dollars (\$72,700) under the terms and conditions set forth below.

NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES.

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the Project as same are set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

II. TIME OF COMPLETION.

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The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference. The **CONSULTANT** does hereby expressly acknowledge and agree that **TIME IS OF THE ESSENCE** of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement.

III. GENERAL TERMS AND PROVISIONS.

A. The **CONSULTANT** shall not commit any of the following employment practices in connection with or while rendering engineering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the **CONSULTANT** in connection with the Project. Upon request, the **CONSULTANT** shall provide the **CITY** with a copy of the relevant provisions of any agreement entered into by the **CONSULTANT** and subcontractor in connection with the Project to confirm to the satisfaction of the **CITY** that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.

2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status or sexual orientation.

B. The **CITY** may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days' written notice. In the event that the **CITY** does so terminate this Agreement, the **CONSULTANT** shall be paid for all work and services performed up to the time of said termination upon submission to the **CITY** of a final billing statement and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the **CITY** terminates this Agreement with cause, the **CITY** may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the **CONSULTANT**, without the express written consent of the West Branch City Council.

D. It is hereby acknowledged and agreed by both parties hereto that the engagement of the **CONSULTANT** by the **CITY** in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the

Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the **CONSULTANT** has first obtained the written approval of same from the **CITY**; and further provided that, should the **CONSULTANT** so engage subcontractors under the terms of this Subparagraph III(D), the **CONSULTANT** shall solely responsible for compensating any such subcontractors.

E. The **CITY** shall make all criteria, design and construction standards, and information regarding the **CITY**'s requirements for the Project available to the **CONSULTANT** upon reasonable request by the **CONSULTANT** therefor. The **CITY** shall furnish reasonable assistance to the **CONSULTANT** in the use of said information and documentation at the request of the **CONSULTANT**.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the West Branch City Code of Ordinances.

G. At the request of the **CITY**, the **CONSULTANT** shall attend such meetings of the City Council relating to the **PROJECT** hereunder.

H. The **CONSULTANT** agrees to furnish all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the **CITY**, the **CONSULTANT** shall provide the **CITY** with copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the **CONSULTANT** pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the **PROJECT**. It is understood, however, that the **CONSULTANT** shall not be liable for the **CITY**'s use of such documents on other projects.

J. Original drawings prepared by the **CONSULTANT** under this Agreement shall become the property of the **CITY**. The **CONSULTANT** shall be allowed to keep mylar reproducible copies for the **CONSULTANT**'s own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the **CITY**.

L. If the **CONSULTANT** is providing Construction Administration or Supervision under this Agreement, the **CONSULTANT** shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the **CONSULTANT** and **CITY** in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being performed by contractors and/or subcontractors. Based on information obtained during such visits and on such

observations, the **CONSULTANT** shall endeavor to determine to the best of the **CONSULTANT's** ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the **CITY** informed of the progress of the work on the Project and any concerns the **CONSULTANT** may have regarding same.

M. **CONSULTANT** shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease or death of any and all employees or of any person other than such employees and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. The **CONSULTANT** shall name the **CITY** as an additional insured party on **CONSULTANT's** general liability insurance policy. At the request of the **CITY**, the **CONSULTANT** shall give the **CITY** a certificate of insurance evidencing that the insurance required under this Agreement is in force, and the **CONSULTANT** shall immediately notify the **CITY** of any revocation or cancellation of any of the above-referenced insurance policies. The **CONSULTANT** shall take all necessary steps to preserve the **CITY's** defenses of governmental immunity under Chapter 670 of the Code of Iowa, including, without limitation, requiring that the language set forth in Exhibit "D" attached hereto and incorporated by this reference be included in the certificate of insurance to be provided to the **CITY** hereunder.

IV. COMPENSATION FOR SERVICES.

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement for a total fee not to exceed Seventy-Two Thousand Seven Hundred Dollars (\$72,700). Said total fees shall be paid by the **CITY** to the **CONSULTANT** in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the **CONSULTANT** does hereby acknowledge and confirm the **CONSULTANT's** understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the **CITY** would not have engaged the **CONSULTANT**. Accordingly, the **CONSULTANT** also acknowledges that:

A. No payment shall be made to the **CONSULTANT** hereunder if the Project is not proceeding on schedule unless otherwise agreed in writing by the **CITY**.

B. Under no circumstances shall the **CITY** compensate the **CONSULTANT** for work that has not yet been completed. For purposes of this provision, work shall constitute the discrete phases of the Project as set forth in Exhibit "A" attached hereto. Accordingly, the **CONSULTANT** shall not be entitled to compensation hereunder for any phases of the work until the entire phase of work has been completed.

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C. In any event, no payment hereunder shall become due and payable until submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval of the billing statement by the West Branch City Council at its next regularly scheduled meeting.

V. INDEMNIFICATION.

The **CONSULTANT** agrees to fully indemnify, defend, save and hold the **CITY**, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the **CONSULTANT**, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Project.

VI. HAZARDOUS MATERIALS.

The **CONSULTANT** hereby warrants and represents that the **CONSULTANT** (i) has not created nor contributed to the creation or existence (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The **CONSULTANT**, notwithstanding the limit of liability contained in Provision V of this Agreement, does hereby fully indemnify, defend, save and hold harmless the **CITY**, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the **CITY**, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

VII. INTERPRETATION.

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted standards of the Engineering Profession, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

VIII. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the engineering services to be rendered by the **CONSULTANT** hereunder or the termination of this Agreement for any reason.

IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Cedar County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

X. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

XI. SEVERABILITY.

If any section, subsection, term or provision of this Agreement or the application thereof to the **CONSULTANT**, the **CITY** or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the **CONSULTANT**, the **CITY** or particular circumstances other than for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XII. AUTHORITY.

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XIII. FINAL AGREEMENT.

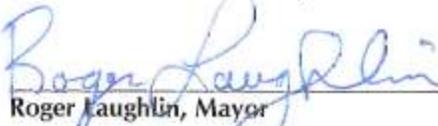
Both the CONSULTANT and the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the engineering services to be rendered by the CONSULTANT to the CITY in connection with the PROJECT, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the CONSULTANT and the CITY. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED:

VEENSTRA & KIMM, INC.


An Authorized Representative

CITY OF WEST BRANCH, IOWA


Roger Laughlin, Mayor

ATTEST:


An Authorized Representative

ATTEST:


City Clerk

ENGINEERING SERVICES AGREEMENT
COLLEGE STREET AND SECOND STREET IMPROVEMENTS
WEST BRANCH, IOWA

EXHIBIT "A"

SCOPE OF SERVICES:

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the **PROJECT** as set forth as follows:

1. Coordinate work with design activity on College Street Bridge project.
2. Topographic and existing utility surveying of the project area.
3. Preliminary design and coordination meetings with the City.
4. Prepare and submit necessary permit applications.
5. Final design plans and specifications.
6. Engineers estimate of cost.
7. Final construction plans and specifications.
8. Bidding assistance. City shall reimburse Consultant for cost of distributing plans and specifications to bidders.
9. General construction contract services.
10. Construction Observation and Resident Review. *(Assumes 480 hours of review services plus reimbursable expenses).*

Exclusions: The following items are not included in the scope of services:

1. Soil borings and soil testing
2. Wetland delineation
3. Environmental assessments
4. Archaeological investigations
5. Legal surveys and easements
6. Construction staking
7. Permit review fees

ENGINEERING SERVICES AGREEMENT

COLLEGE STREET AND SECOND STREET IMPROVEMENTS WEST BRANCH, IOWA

EXHIBIT "B"

TIME OF COMPLETION:

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth below. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement. The schedule milestones for this project are as follows:

1. Topographic surveying of the project area shall be completed by March 31, 2017
2. Draft plans and specifications for City review shall be delivered by July 1, 2017.
3. Final construction plans and specifications shall be delivered by September 1, 2017.
4. Estimated bid date for project is October 15, 2017 if College Street Bridge plans can be approved by that date.
5. Construction of improvements shall be completed by July 1, 2019.

The **CONSULTANT** shall not be responsible for delays in approval, securing easements, securing permits, or other actions by governmental agencies which may delay the time of completion for services.

ENGINEERING SERVICES AGREEMENT

COLLEGE STREET AND SECOND STREET IMPROVEMENTS WEST BRANCH, IOWA

EXHIBIT "C"

COMPENSATION FOR SERVICES:

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement based on the following:

1. For **DESIGN SERVICES**, the fee for design services, design conferences, topographic survey, preparation of plans and specifications for the project, and securing necessary permits and approvals shall be the lump sum fee of Thirty-Five Thousand Four Hundred Dollars (\$35,400);
2. For **GENERAL SERVICES**, the total fee for general services during construction and final review of the project shall be the lump sum fee of Six Thousand One Hundred Dollars (\$6,100);
3. For **ONSITE CONSTRUCTION REVIEW**, The total fee for construction review for the Project shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The total fee for resident review services shall not exceed the sum of Thirty One Thousand Two Hundred Dollars (\$31,200) based on providing 480 hours of construction review services at \$65/hour;

Said total fees shall be paid by the **CITY** to the **CONSULTANT** and shall become due and payable upon submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting.

ENGINEERING SERVICES AGREEMENT

**COLLEGE STREET AND SECOND STREET IMPROVEMENTS
WEST BRANCH, IOWA**

EXHIBIT "D"

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

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

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

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

CONTRACT AMENDMENT NO. 1

THIS AMENDMENT, made and entered into this _____ day of March, 2019, by and between the City of West Branch, a municipal corporation, hereinafter referred to as the City and Veenstra & Kimm, Inc., of Coralville, Iowa, hereinafter referred to as the Consultant.

WHEREAS, the City and the Consultant executed an Engineering Services Agreement as of February 6, 2017, ("Original Contract") in which the Consultant agreed to provide professional services related to the construction of College Street and Second Street Improvements ("Project"); and,

WHEREAS, the project includes the reconstruction of the non-participating portions of the College Street Bridge replacement project; and

WHEREAS, the "Original Contract" included preparation of plans and specifications for the reconstruction of the non-participating portion of the project with a section of the project to be separated as added items for bidding purposes; and

WHEREAS, the "Original Contract" did not include the construction phase engineering fees for the non-participating added items scope of work on Second Street; and

WHEREAS, further, the City has awarded the contract for the College Street Bridge project to Taylor Construction which includes all work on the project including the added items for the non-participating portion on Second Street; and

WHEREAS, the City and Consultant desire to amend the Contract to include these additional services.

NOW THEREFORE, in consideration of the foregoing recitals and the terms and conditions herein contained, it is agreed to the following:

1. That the not to exceed amount of the Engineering Services Agreement shall be amended to include the engineering fees identified for the Second Street Improvements identified on the October 10, 2016 estimate of cost provided to the City (\$34,600 increase).
2. That Section 2 of Exhibit C to the Engineering Services Agreement shall be amended as follows: For GENERAL SERVICES, the total fee for general services during construction and review shall be the not to exceed fee of Sixteen Thousand One Hundred Dollars (\$16,100.00);
3. That Section 3 of Exhibit C to the Engineering Services Agreement shall be amended as follows: For ONSITE CONSTRUCTION REVIEW, the total fee for construction review for the Project shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The total fee for resident review services shall not exceed the sum of Fifty Five Thousand Eight Hundred Dollars (\$55,800.00) based on providing 770 hours of construction review at \$72/hour plus expenses;

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4. All provisions of the "Original Contract" shall apply to the provisions of the services described herein. The terms of the Engineering Services Agreement, in conflict herewith, shall be repealed. The terms of the Engineering Services Agreement, not amended hereby, shall remain in full force and effect and the parties hereto reconfirm the Engineering Services Agreement as amended hereby.

FOR THE CITY

By: _____

Title: _____

Date: _____

ATTEST: _____

FOR THE CONSULTANT

By: _____

Title: Project Manager

Date: _____

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RESOLUTION 1790

A RESOLUTION AMENDING A ENGINEERING SERVICES AGREEMENT IN THE AMOUNT NOT-TO-EXCEED \$34,600 WITH VEENSTRA & KIMM INC. FOR SERVICES RELATED TO ADDED SCOPE OF WORK ITEMS ON 2ND STREET FROM COLLEGE TO GREEN STREET.

WHEREAS, the City of West Branch, Iowa desires to construct improvements that leverage grant funding in conjunction with the College Street Bridge Project; and

WHEREAS, the City of West Branch, Iowa desires to construct improvements on 2nd Street between College and Green Streets; and

WHEREAS, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services for the design of the needed improvements; and

WHEREAS, Veenstra and Kimm, Inc. is qualified and capable of supplying said engineering services and currently serve as the construction engineer representing the City of West Branch on related and adjacent projects; and

WHEREAS, the selected scope of work for College Street Bridge reconstruction includes the “added items” scope of work that was included as an alternate bid item; and

WHEREAS, this work includes utility and street reconstruction on 2nd Street from College Street to Green Street, and the engineering design fees for this work were included in the non-participating scope of work which has been budgeted for in preparing the plans and specifications for the project. The engineering services agreement for non-participating did not include the \$34,600 construction engineering expenses for the added items, as it was not certain if the work would be constructed due to budgetary concerns.

WHEREAS, it is now necessary to move forward with this agreement

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreement with Veenstra & Kimm, Inc. be and the same is hereby approved. Further, the Mayor and City Administrator are directed to execute said agreement on behalf of the City.

Passed and approved this 4th day of March, 2019.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk