



**PUBLIC NOTICE AND AGENDA OF THE WEST BRANCH CITY COUNCIL MEETING SCHEDULED TO CONVENE AT 7:00 P.M. MONDAY APRIL 20, 2020 IN THE CITY COUNCIL CHAMBERS, 110 NORTH POPLAR STREET, WEST BRANCH, IOWA.**

<b>Mayor</b>	<b>Roger Laughlin</b>	<a href="mailto:mayor@westbranchiowa.org">mayor@westbranchiowa.org</a>
<b>Mayor Pro Tem</b>	<b>Colton Miller</b>	<a href="mailto:mcolton@rocketmail.com">mcolton@rocketmail.com</a>
<b>Council Member</b>	<b>Jodee Stoolman</b>	<a href="mailto:j.stoolmanwbcc@yahoo.com">j.stoolmanwbcc@yahoo.com</a>
<b>Council Member</b>	<b>Nick Goodweiler</b>	<a href="mailto:nickgoodweilerwbcc@gmail.com">nickgoodweilerwbcc@gmail.com</a>
<b>Council Member</b>	<b>Tom Dean</b>	<a href="mailto:tdiowa@hotmail.com">tdiowa@hotmail.com</a>
<b>Council Member</b>	<b>Jerry Sexton</b>	<a href="mailto:jerrysextonwb@gmail.com">jerrysextonwb@gmail.com</a>
<b>City Administrator</b>	<b>Redmond Jones II</b>	<a href="mailto:rjonesii@westbranchiowa.org">rjonesii@westbranchiowa.org</a>
<b>City Attorney</b>	<b>Kevin Olson</b>	<a href="mailto:kevinolsonlaw@gmail.com">kevinolsonlaw@gmail.com</a>
<b>Deputy City Clerk</b>	<b>Leslie Brick</b>	<a href="mailto:leslie@westbranchiowa.org">leslie@westbranchiowa.org</a>

**Please note:** Most written communications to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure. Electronic Meeting (Pursuant to Iowa Code section 21.8) An electronic meeting is being held because a meeting in person is impossible or impractical due to concerns for the health and safety of council members, staff and the public presented by COVID-19. You can watch and/or participate in the meeting at the following link <https://zoom.us/j/5322527574> or dial in phone number 1-312-626-6799 with Meeting ID 532 252 7574. A video of the meeting will also be made available April 8<sup>th</sup> on the City Website. For your safety and the safety of others please explore all available opportunities to participate by phone or computer. If you are unable to attend or participate by computer or phone, you may come to City Hall as an audience of no more than 10 will be allowed to gather. First come, first to be granted access. In accordance with Social Distancing Order by the Governor of the State of Iowa.

**AGENDA**

**A. Call to Order**

**B. Opening Ceremonies**

1. Pledge of Allegiance
2. Welcome

**C. Roll Call**

**D. Guest Speaker, Presentations and Proclamations**

1. Matt Goodale, West Branch Director of Public Works, Presentation on the Creek Maintenance Program 2019.

**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.*

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**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 April 6, 2020.
2. **Motion to Approve** Pay Estimate Number 10 in the Amount of \$4,866.49 for the College Street Bridge Replacement Project.
3. **Motion to Approve** the Claims Report.

**G. Public Hearing / Non-Consent Agenda**

1. **Third (Final) Reading of Ordinance 775** Adding Chapter 78 of the Code of Ordinances of the City of West Branch, Iowa; Entitled, "Golf Carts".
2. **Second Reading of Ordinance 774** Amending Chapters 45 entitled "Alcohol Consumption and Intoxication"; and Chapter 47 entitled "Municipal Park Policies And Regulations".
3. **Resolution 1890** – Amending Resolutions 1880 and 1724 An Agreement with Barnhart's Custom Service LLC for Site Preparation to Include Additional Invoicing Not To Exceed \$54,000.00 For Related Services.
4. **Resolution 1888** – A Resolution Establishing a New Capital Fund To Pay For Capital Expenses Related to the I-80 Widening Project.
5. **Discussion Item:** Consider Discontinuing Our "2019-2020 Goal Setting Exercise" Identified the "High" Priority Goal to Install Asphalt Shoulder on West Main Street *(Due to the School District Construction Plans)*.
6. **Resolution 1891** – Approving the Site Plan for Cedar Edge, 3 Ember Lane, West Branch, Iowa.
7. **Resolution 1893** – Resolution approving that certain Easement Agreement with the Fobian Brothers in connection with the College Street Bridge Project.
8. **Resolution 1892** – A Resolution Approving the Preliminary Plat of Parkside Hills, West Branch, Iowa.

**H. Reports**

1. City Administrator's Report
2. City Attorney Report
3. City Staff Hearsays

**I. Comments from Mayor and Council Members**

**J. Adjournment Regular Meeting**

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## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	April 20, 2020
<b>AGENDA ITEM:</b>	<b>Creek Maintenance Presentation</b>
<b>CITY GOAL:</b>	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
<b>PREPARED BY:</b>	Matt Goodale, Public Works Director
<b>DATE:</b>	April 16, 2020

### BACKGROUND:

Creek cleanup has been a goal of the City Councils and is completed yearly by the Public Works Department. We do not have enough time or man power to do every area of every creek yearly so a portion of creek is cleaned every year. The majority of this work happening in the winter when there is sufficient frost to keep from damaging trails and turf surfaces. This past winter Public Works focused on a small portion of the creek near Cubby Park as well as north and south of the College Street Bridge for 500 feet either direction. Typically not all of the trees are removed in the cleanup process. Certain types of trees that are located at the top edge or back from the bank are left while trees growing at the water's edge, dead/dying trees, invasive plants or trees located in a location that is seen as negative are removed to allow for better water flow and to give the remaining trees room to grow appropriately. We did not have as much time as we would have liked this year due to the warmer winter but managed to clear out a good amount of trees and brush.



<b>STAFF RECOMMENDATION:</b>	Discussion / Feedback
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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# 2019 – 2020 CREEK MAINTENANCE PROGRAM

PRESENTED BY MATT GOODALE

THIS YEAR WE CLEANED UP 3000 FEET OF BRUSH  
ALONG OUR CREEKS





THIS INCLUDED NORTH OF COLLEGE STREET BRIDGE  
1500 FEET AND 500 FEET SOUTH OF COLLEGE STREET  
BRIDGE



BEFORE

AND

AFTER



*(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](http://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  
Regular Meeting**

**April 6, 2020  
7:00 p.m.**

*An Electronic Meeting (pursuant to Iowa Code Section 21.8) of the City Council of the City of West Branch, Cedar County, IA was held on Monday, April 6, 2020 at 7:00 p.m. because a meeting in person was impossible or impractical due to concerns for the health and safety of Council Members, Staff and the Public presented by COVID-19.*

*Until further notice, all of our Council Meetings will be held electronically only. Persons may still attend, observe and participate in the meeting at the Council Chambers, City Office, 110 N. Poplar St, West Branch, Iowa. Social distancing practices shall be observed for any persons attending the meeting in person at City Hall.*

Mayor Roger Laughlin called the West Branch City Council meeting to order at 7:03 p.m.

Roll call (via Zoom platform): Council members: Colton Miller, Jodee Stoolman, Nick Goodweiler, Jerry Sexton and Tom Dean were present. City Staff: Deputy Clerk Leslie Brick, City Attorney Kevin Olson, City Engineer Dave Schechinger, Library/IT Director Nick Shimmin and Park & Recreation Director Melissa Russell.

Laughlin welcomed the (in-person) audience and the following City staff: City Administrator Redmond Jones, Finance Officer Gordon Edgar, Police Chief Mike Horihan, and Public Works Director Matt Goodale

## **PRESENTATIONS - NONE**

## **PUBLIC COMMENT - NONE**

## **CONSENT AGENDA**

Motion to approve minutes for City Council Meeting March 16, 2020.

Motion to approve minutes for City Council Meeting March 30, 2020.

Resolution 1884 – Approving a temporary water supply agreement with Crestview Specialty Care.

Motion to approve Pay Estimate # 9 in the amount of \$18,703.02 for the College Street Bridge Replacement Project.

Motion to Approve the Claims Report.

EXPENDITURES	4/6/2020	
ACTION SEWER & SEPTIC SERVICE	SEWER CLEANING	271.25
AE OUTDOOR POWER	EQUIPMENT REPAIR	669.39
ALTORFER INC	VEHICLE REPAIR	588.35
AMERICAN WATER WORKS ASSOCIATION	DUES GOODALE 2-1-20 TO 1-31-21	90.00
BALDRIDGE ENVIRONMENTAL SERVICES, LLC	SEWAGE LAGOON ENZYMES	5,000.00
BROWN'S WEST BRANCH	VEHICLE REPAIR	48.99
CAJ ENTERPRISES INC	CAJ ENTERPRISES INC	813.91
CHAUNCEY BUTLER POST 514	FLAGS	107.00
CITY TRACTOR CO	EQUIPMENT REPAIR	7.17
CULLIGAN WATER TECHNOLOGIE	WATER SOFTENER SERVICE	23.20
FINDAWAY WORLD LLC	SUPPLIES	23.93
GALLS, LLC	SUPPLIES	434.07
HAWKINS INC	CHEMICALS-AZONE	471.50
HD SUPPLY CONST AND INDUST	SUPPLIES	878.76
HI-LINE ELECTRIC COMPANY INC	SUPPLIES	250.00
HORIHAN, MIKE	SUPPLIES	19.99
IOWA ONE CALL	LOCATION NOTIFICATION SERVICE	19.80
JAB INK GRAFIX & DESIGNS	VEHICLE MAINTENANCE	266.00
JOHN DEERE FINANCIAL	EQ REPAIR, SUPPLIES	111.83
KELTEK INC	EQUIPMENT & INSTALLATION	15,917.15
KOCH OFFICE GROUP	COPIER MAINTENANCE	428.97
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,422.34
LINDER TIRE SERVICE INC	VEHICLE REPAIR	848.50
LYNCH'S EXCAVATING INC	REPAIR WATER MAIN - GREENVIEW	1,642.50

LYNCH'S PLUMBING INC	SEWER REPAIR	165.00
MATT PARROTT/STOREY KENWORTHY	LASER UTILITY BILLS	742.50
MENARDS	SUPPLIES	2,768.37
OASIS ELECTRIC LLC	LED LIGHT INSTALLATION	1,696.00
OLSON, KEVIN D	LEGAL SERVICES - APRIL, 2020	1,500.00
PITNEY BOWES INC	POSTAGE METER RENTAL	180.00
PLUNKETT'S PEST CONTROL INC	PEST CONTROL PUBLIC SAFETY	75.00
QUILL CORP	SUPPLIES	752.41
SAWYER, ALEX	BUILDING INCENTIVE PAYMENT	1,224.49
SCOTT M THOMA	BUILDING INCENTIVE PAYMENT	1,132.59
SHRED-IT USA	DOCUMENT DESTRUCTION	57.44
SINCLAIR TRACTOR	VEHICLE MAINTENANCE SUPPLIES	149.90
STATE INDUSTRIAL PRODUCTS	CHEMICALS	244.00
SUMMIT COMPANIES	FIRE EXTINGUISHER INSPECTION	1,008.00
USA BLUE BOOK	SUPPLIES	1,572.95
WEST BRANCH FORD	REPAIR PARTS	6.64
WEST BRANCH TIMES	SUBSCRIPTION EXP 05-30-2021	30.00
TOTAL		43,659.89
PAYROLL	4/3/2020	44,585.51
PAID BETWEEN MEETINGS		
CATHERINE STEEN	MAINTENANCE SUPPLIES	15.36
FRONTLINE PLUS FIRE & RESCUE	OUTDOOR SIREN MAINTENANCE	1,160.00
JAB INK GRAFIX & DESIGNS	VEHICLE SIGNAGE	790.00
LYNCH'S PLUMBING	BUILDING MAINTENANCE	794.00
RACOM CORPORATION	RADIO REPAIR	657.50
TARALYNNE WERTHMANN	UTILITY REFUND	100.00
BARNHART'S CUSTOM SERVICES LLC	CLEAN UP FORMER CROELL SITE	39,298.88
BECCA JANSSEN	PARK & REC REFUND	100.00
CEDAR COUNTY COOP	VEHICLE FUEL	710.61
DEWEYS JACK & JILL	SUPPLIES	45.23
JULIA HIME	VIDEOGRAPHY SERVICE	100.00
REBECCA KNOCH	BUILDING INCENTIVE PAYMENT	841.79
MACQUEEN EQUIPMENT	VEHICLE REPAIR	234.21
MEDIACOM	CABLE SERVICE	41.90
PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE MACHINE	500.00
PSC DISTRIBUTION	SUPPLIES	10.56
THE HOME DEPOT	MAINTENANCE SUPPLIES	44.13
TORI HAMILTON	PARK & REC REFUND	25.00
US BANK CORPORATE CARD	TRAINING, LODGING & SUPPLIES	1,326.90
VERIZON WIRELESS	WIRELESS SERVICE	801.53
WEST BRANCH TIMES	LEGAL PUBLICATIONS & HELP WANTED	676.50
TOTAL		48,274.10
GRAND TOTAL EXPENDITURES		136,519.50
FUND TOTALS		
001 GENERAL FUND	53,708.81	
022 CIVIC CENTER	240.36	
031 LIBRARY	5,601.36	
110 ROAD USE TAX	9,227.06	
112 TRUST AND AGENCY	4,940.16	
308 PARK IMP - PEDERSEN VALLEY	1,500.56	
312 DOWNTOWN EAST REDEVELOPMENT	39,298.88	
600 WATER FUND	10,389.34	
610 SEWER FUND	11,612.97	
GRAND TOTAL	136,519.50	TOTAL 161,803.85

**Motion by Miller, second by Goodweiler approve agenda/consent agenda items. AYES: Miller, Goodweiler, Dean, Stoolman, Sexton. NAYS: None. Motion carried.**

## PUBLIC HEARING / NON-CONSENT AGENDA

Third Reading of Ordinance 773- Amending Chapter 92 of the Code of Ordinances of the City of West Branch, Iowa.  
“Eliminating discounted rates for consumption over 250,000” gallons per meter per month. / Move to action.

### ORDINANCE 773

#### ORDINANCE 773 AMENDING CHAPTER 92 OF THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA; “ELIMINATING DISCOUNTED RATES FOR CONSUMPTION OVER 250,000 GALLONS PER METER PER MONTH.

WHEREAS, the City Council has recommended updating the City’s Water Rate Policy for reasons of conservation, sustainability and revenue stability ; and

WHEREAS, the City Administrator has proposed to remove language relating to discounted or lower rates for water users that exceed 250,000 gallons of water per month; and

NOW, THEREFORE, BE IT ORDAINED:

1. Amendment. Chapter 92 of the Code of Ordinances of the City of West Branch, Iowa, is hereby amended and incorporated into this Ordinance by this reference.
2. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.
3. 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.
4. Effective Date. This ordinance shall be in full force and effect May 1<sup>st</sup> 2020 after its passage, approval and publication as required by law.

First reading: March 2, 2020  
Second reading: March 16, 2020  
Third Reading: April 6, 2020

\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

\_\_\_\_\_  
Redmond Jones II, City Administrator/Clerk

**Motion by Miller, second by Sexton to approve the 3rd reading of Ordinance 773. AYES: Miller, Sexton, Stoolman, Dean, Goodweiler. NAYS: None. Motion carried.**

Second Reading of Ordinance 775 Adding Chapter 78 of the Code of Ordinances of the City of West Branch, Iowa: Entitled, “Golf Carts”. / Move to action.

**Motion by Dean, second by Goodweiler to approve the 2nd reading of Ordinance 775. AYES: Dean, Goodweiler, Stoolman, Miller, Sexton. NAYS: None. Motion carried.**

Resolution 1887 – Allowing the Implementation of a Trap / Neuter and Release Feral Cats Pilot Program within the City Limits. / Move to action.

Dr. Alan Beyer, Animal Control Commission said the program was targeted to a feral cat colony that consists of approximately six cats and the commission budget would pay for neutering. Laughlin felt the program was a good idea. Sexton asked how long the program would continue if the problem continued. Beyer stated that the program would end or need to be evaluated after this colony was taken care of.

**Motion by Miller, second by Stoolman to approve Resolution 1887. AYES: Miller, Stoolman, Sexton, Dean, Goodweiler. NAYS: None. Motion carried.**

Resolution 1885 – Approving the West Branch High School Expansion Project Site Plan. / Move to action.

Laughlin said that staff had several meetings with the school district last month to review the proposed site plan. Schechinger said that it was determined during the review process that a traffic study would be required for adding a second driveway access. Schechinger said that a traffic study has now been completed and the study indicates that turn lanes will be required in order to meet IDOT’s safety requirements. Laughlin said staff decided that the issue of turn lanes and who would pay for them did not need to hold up the project or the school’s timeline to start



construction this spring. Laughlin said the Planning & Zoning Commission had reviewed and approved the site plan for “on-site improvements only” and would approve the turn lane issue as a separate matter later. Miller reminded the Council members who were not on the Council when a similar concept was presented a few years ago, that the issue of street improvements needed in this area would be at the sole expense of The Meadows (developer of Dawson Drive) and the school district. When the first school bond issued failed, the project was put on hold. The Meadows later completed their street and the issue was dropped. Miller said the City isn’t creating the problem and shouldn’t be responsible for paying for the street improvements. Sexton said he didn’t feel that the developer was creating the traffic issue and therefore should not have to chip in either. Goodweiler stated his opinion that the school should pay for at least fifty percent of the costs. Laughlin said he was hopeful that the three parties could come to some sort of an agreement for financing the street improvements. The Council agreed to approve the site plan based on “on-site improvements only”, but added that the turn lane and street improvements needed further discussion.

**Motion by Sexton, second by Goodweiler to approve Resolution 1885. AYES: Sexton, Goodweiler, Stoolman, Miller, Dean. NAYS: None. Motion carried.**

Resolution 1883 – Approving either Contract (A) with Johnson County Refuse Inc., or Contract (B) with Allied Waste Services, LLC “Doing Business As” Republic Services, for Residential Solid Waste and Recycling Collection Services. / Move to action.

Laughlin said he verified that breaking the 28E Agreement with the Cedar County Transfer Station would result in residents and businesses not being allowed to take their refuse there and that the City would still be responsible for the annual fees until the original expiration of the agreement which is in 2028. Laughlin mentioned this fact because Republic Services has its own landfill and it was thought that the city would save money if they were selected. Dean made a motion to award a five year contract to Johnson County Refuse. There were no additional council comments.

**Motion by Dean, second by Miller to approve Resolution 1883 awarding the contract to Johnson County Refuse. AYES: Dean, Miller, Sexton, Stoolman, Goodweiler. NAYS: None. Motion carried.**

Resolution 1886 – Approving Change Order #7 in the amount of \$17,554.02 for the College Street Bridge Replacement Project. / Move to action.

Schechinger said the change order includes work required to replace a driveway approach near West Branch Roofing due to coordination issues between the contractor and the engineer and to correct any other quantity discrepancies in order to close out the project.

**Motion by Stoolman, second by Dean to approve Resolution 1886. AYES: Stoolman, Dean, Miller, Goodweiler, Sexton. NAYS: None. Motion carried.**

Discussion: COVID-19 City Protocols.

Jones reported on the steps city staff has taken to help prevent the spread of COVID-19 which include closing the City Office to the public while maintaining daily operations and office staff reporting to work daily. Jones said staff is also preparing to work from home should the need arise. Public Works started working as two person teams starting March 30<sup>th</sup>. Two of the four full-time staff members will report to work for two weeks, while two full-time staff members have been sent home for those two weeks. Public Works will alternate two weeks on, two weeks off so as to limit their potential exposure to each other. Part-time help has also been suspended during this time. Jones said the library closed on March 16<sup>th</sup> and remains closed, however staff is reporting to work. Library staff is working on future programming and other projects. Parks & Rec activities have either been canceled or postponed and will continue to be monitored for any additional closures required by the Governor. The Police department is reporting to work as scheduled but taking all the necessary safety precautions.

First Reading of Ordinance 774 - Amending Chapters 45 entitled “Alcohol Consumption and Intoxication”; and Chapter 47 entitled “Municipal Park Policies and Regulations”. /Move to action.

Olson said he had sent some revised language for the ordinance for staff to review but it was determined it would not be easy to enforce. Olson summarized that the staff agreed to allowing alcohol consumption at all city parks but requiring a special permit for doing so. Olson said he would revise the ordinance before the second reading.

**Motion by Miller, second by Goodweiler to approve the 1st reading of Ordinance 774. AYES: Miller, Goodweiler, Stoolman, Sexton, Dean. NAYS: None. Motion carried.**

#### **CITY ADMINISTRATOR REPORT**

Jones said a meeting was scheduled later this week with Baldrige Environmental for an update. Jones said after many discussions regarding fundraising for a splash pad, a Go-Fund-Me account set up late last fall would be used to collect donations. Jones said that Dollar General has decided against the proposed site on West Main Street citing storm water issues but that they are still actively looking to come to West Branch.

#### **CITY ATTORNEY REPORT**

Olson reminded the Council and Administrator that he had sent the Croell site agreement to them for comments and to reply as soon as possible.

#### **STAFF REPORTS**

None.

#### **COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

Laughlin thanked Russell for continuing to find ways to entertain the youth of the community with the recent Easter Bunny visits and dropping off baskets.

Sexton asked for cost projections, designs and maintenance costs for the proposed splash pad.

Miller commented on the trash blown from the construction site on N. Downey St. to the neighbor on the east side of the street. Jones mentioned that staff was made aware of the situation and had it handled.

Stoolman asked if the new lights on the College Street Bridge could be brighter, noting they were being reported as too dim.

#### **ADJOURNMENT**

Motion to adjourn the meeting by Dean, second by Goodweiler. Motion carried on a voice vote. City Council meeting adjourned at 8:59 p.m.

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Roger Laughlin, Mayor

ATTEST: \_\_\_\_\_  
Leslie Brick, Deputy City Clerk

**REQUEST FOR COUNCIL CONSIDERATION**

<b>MEETING DATE:</b> April 20, 2020
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<b>AGENDA ITEM:</b>	<b>Motion to Approve</b> Pay Estimate Number #10 in the Amount of \$4,866.49 for the College Street Bridge Replacement Project.
<b>CITY GOAL:</b>	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
<b>PREPARED BY:</b>	Redmond Jones II, City Administrator / Eric Gould, V&K
<b>DATE:</b>	April 15, 2020

**BACKGROUND:**

This pay estimate in the amount of \$4866.49 which covers work completed under the contract between the City of West Branch and Taylor Construction, Inc. for the College Street Bridge Replacement project.

Pay Estimates to date on the College Street Bridge Replacement Project:

- Pay estimate 1 - \$361,163.95
- Pay estimate 2 - \$248,327.73
- Pay estimate 3 - \$360,690.11
- Pay estimate 4 - \$208,192.56
- Pay estimate 5 - \$154,055.39
- Pay estimate 6 - \$214,380.09
- Pay estimate 7 - \$105,583.06
- Pay estimate 8 - \$60,598.60
- Pay estimate 9 - \$18,703.02
- Pay estimate 10 - \$4,866.49**

*Note: Pay Estimates by law are approved when a public bid is accepted and awarded. These items do not require additional passage by ordinance. On July 8th of 2019 the City Council voted to review change orders on the consent agenda in the form of a motion for reasons of transparency. This approach also cuts staff preparation time.*

<b>STAFF RECOMMENDATION:</b> Approve the Motion – Move to Action
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<b>REVIEWED BY CITY ADMINISTRATOR:</b>
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<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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	Item Code	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
41	2507-2638650	Bridge Wing Armoring - Erosion Stone	SY	50	\$ 50.00	\$ 2,500.00	50	\$ 2,500.00
42	2507-3250005	Engineering Fabric	SY	660	\$ 2.00	\$ 1,320.00	660	\$ 1,320.00
43	2507-6800061	Revetment, Class E	Ton	841	\$ 42.25	\$ 35,532.25	813.41	\$ 34,366.57
44	2510-6745850	Removal of Pavement	SY	144	\$ 12.00	\$ 1,728.00	144	\$ 1,728.00
45	2510-6750600	Removal of Intakes and Utility Accesses	Ea.	8	\$ 425.00	\$ 3,400.00	6	\$ 2,550.00
46	2511-6745900	Removal of Sidewalk	SY	308	\$ 6.50	\$ 2,002.00	308	\$ 2,002.00
47	2511-7526004	Sidewalk, P.C. Concrete, 4 In.	SY	191	\$ 36.75	\$ 7,019.25	135	\$ 4,961.25
48	2511-7526006	Sidewalk, P.C. Concrete, 6 In.	SY	229	\$ 46.00	\$ 10,534.00	116	\$ 5,336.00
49	2511-7528101	Detectable Warnings	SF	52	\$ 30.00	\$ 1,560.00	52	\$ 1,560.00
50	2515-2475006	Driveway, P.C. Concrete, 6 In.	SY	134	\$ 44.50	\$ 5,963.00	127.9	\$ 5,691.55
51	2515-2475008	Driveway, P.C. Concrete, 8 In.	SY	142	\$ 52.50	\$ 7,455.00	125.3	\$ 6,578.25
52	2515-2475095	Driveway, P.C. Concrete, 9.5 In.	SY	362	\$ 63.50	\$ 22,987.00	433.3	\$ 27,514.55
53	2515-6745600	Removal of Paved Driveway	SY	64	\$ 12.50	\$ 800.00	108	\$ 1,350.00
54	2518-6910000	Safety Closure	Ea.	2	\$ 125.00	\$ 250.00	2	\$ 250.00
55	2519-3300600	Fence, Safety	LF	1,040	\$ 5.00	\$ 5,200.00	425	\$ 2,125.00
56	2519-4200020	Remvl & Reinstall of Fence, Chain Link	LF	140	\$ 65.54	\$ 9,175.60	140	\$ 9,175.60
57	2523-0000100	Lighting Poles	Ea.	2	\$ 3,900.00	\$ 7,800.00	2	\$ 7,800.00
58	2523-0000200	Electrical Circuits	LF	600	\$ 15.00	\$ 9,000.00	600	\$ 9,000.00
59	2523-0000310	Handholes and Junction Boxes	Ea.	3	\$ 1,400.00	\$ 4,200.00	3	\$ 4,200.00
60	2524-6765010	Remove and Reinstall Sign as per plan	Ea.	4	\$ 150.00	\$ 600.00	4	\$ 600.00
61	2524-6765110	Removal of Type A Sign	Ea.	4	\$ 25.00	\$ 100.00	4	\$ 100.00
62	2526-8285000	Construction Survey	LS	0.75	\$ 20,000.00	\$ 15,000.00	0.75	\$ 15,000.00
63	2528-8445110	Traffic Control	LS	0.50	\$ 4,350.00	\$ 2,175.00	0.5	\$ 2,175.00
64	2533-4980005	Mobilization	LS	0.75	\$ 165,000.00	\$ 123,750.00	0.75	\$ 123,750.00
65	2549-0006320	Urethane Chimney Seal	Ea.	4	\$ 725.00	\$ 2,900.00	4	\$ 2,900.00
66	2554-0112004	Water Main, Trenched, DIP, 4 In.	LF		\$ 150.00	\$ -		\$ -
67	2554-0112006	Water Main, Trenched, DIP, 6 In.	LF		\$ 92.50	\$ -		\$ -
68	2554-0112008	Water Main, Trenched, DIP, 8 In.	LF		\$ 65.00	\$ -		\$ -
69	2554-0112012	Water Main, Trenched, DIP, 12 In.	LF		\$ 225.00	\$ -		\$ -
70	2554-0202200	Fittings By Count, DI, 11.25° Bend, 8 In.	Ea.		\$ 600.00	\$ -		\$ -
71	2554-0202200	Fittings By Count, DI, 22.5° Bend, 8 In.	Ea.		\$ 725.00	\$ -		\$ -
72	2554-0202200	Fittings By Count, DI, 45° Bend, 8 In.	Ea.		\$ 625.00	\$ -		\$ -
73	2554-0202200	Fittings By Count, DI, Cross, 12 In. X 8 In.	Ea.		\$ 1,375.00	\$ -		\$ -
74	2554-0202200	Fittings By Count, DI, Reducer, 8 In. X 6 In.	Ea.		\$ 375.00	\$ -		\$ -
75	2554-0202200	Fittings By Count, DI, Tee, 12 In. X 8 In.	Ea.		\$ 1,250.00	\$ -		\$ -
76	2554-0202200	Fittings By Count, DI, Tee, 6 In. X 4 In.	Ea.		\$ 585.00	\$ -		\$ -
77	2554-0202200	Fittings By Count, DI, Tee, 8 In. X 6 In.	Ea.		\$ 750.00	\$ -		\$ -
78	2554-0202200	Fittings By Count, DI, Tee, 8 In. X 8 In.	Ea.		\$ 850.00	\$ -		\$ -
79	2554-0204110	Water Service Stub, Copper, 1 In.	Ea.		\$ 1,725.00	\$ -		\$ -
80	2554-0207006	Valve, Gate, DIP, 6 In.	Ea.		\$ 1,250.00	\$ -		\$ -
81	2554-0207008	Valve, Gate, DIP, 8 In.	Ea.		\$ 1,650.00	\$ -		\$ -
82	2554-0207012	Valve, Gate, DIP, 12 In.	Ea.		\$ 2,800.00	\$ -		\$ -
83	2554-0210201	Fire Hydrant Assembly, WM-201	Ea.		\$ 5,250.00	\$ -		\$ -
84	2599-9999005	Removal of Hydrant Assembly	Ea.		\$ 800.00	\$ -		\$ -
85	2601-2634100	Mulching	Acre	0.50	\$ 2,500.00	\$ 1,250.00	0.5	\$ 1,250.00
86	2601-2636044	Seeding and Fertilizing (Urban)	Acre	0.50	\$ 2,500.00	\$ 1,250.00	0.5	\$ 1,250.00
87	2601-2642120	Stabil Crop-Seeding & Fertilizing (Urban)	Acre	0.50	\$ 1,500.00	\$ 750.00	0.5	\$ 750.00
88	2601-2643110	Watering for Sod, Special Ditch Control, or Slope Protection	Mgal	0.07	\$ 60.00	\$ 4.20		\$ -
89	2601-2643300	Mobilization for Watering	Ea.	4	\$ 350.00	\$ 1,400.00		\$ -
90	2602-0000020	Silt Fence	LF	715	\$ 2.00	\$ 1,430.00		\$ -
91	2602-0000101	Maintenance of Silt Fence or Silt Fence for Ditch Check	LF	715	\$ 0.50	\$ 357.50		\$ -
92	2602-0000309	Perimeter and Slope Sediment Control Device, 9 In. Dia.	LF	80	\$ 7.00	\$ 560.00	194	\$ 1,358.00
93	2602-0000500	Open-Throat Curb Intake Sediment Filter	LF	60	\$ 20.00	\$ 1,200.00	10	\$ 200.00
94	2602-0010010	Mobilizations, Erosion Control	Ea.	1	\$ 500.00	\$ 500.00	2	\$ 1,000.00
95	2602-0010020	Mobilizations, Emergency Erosion Contr	Ea.	1	\$ 1,000.00	\$ 1,000.00		\$ -
Division I Price:						\$ 1,094,972.80		\$ 1,078,896.86



## BID ITEMS - DIVISION II

	Item Code	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1	2101-0850002	Clearing and Grubbing	Unit		\$ 10.00	\$ -		\$ -
2	2102-2710070	Excavation, Cl 10, Roadway & Borrow	CY	70	\$ 10.50	\$ 735.00	70	\$ 735.00
3	2102-2710090	Excavation, Cl 10, Waste	CY	1,170	\$ 7.25	\$ 8,482.50	1170	\$ 8,482.50
4	2102-2713090	Excavation, Cl 13, Waste	CY	233	\$ 12.00	\$ 2,796.00	233	\$ 2,796.00
5	2104-2710020	Excavation, Cl 10, Channel	CY		\$ 11.00	\$ -		\$ -
6	2105-8425005	Topsoil, Furnish and Spread	CY	50	\$ 38.00	\$ 1,900.00	243	\$ 9,234.00
7	2115-0100000	Modified Subbase	CY	345	\$ 32.00	\$ 11,040.00	440	\$ 14,080.00
8	2213-7100400	Relocation of Mail Boxes	Ea.	2	\$ 620.00	\$ 1,240.00	5	\$ 3,100.00
9	2214-5145150	Pavement Scarification	SY	1,246	\$ 7.00	\$ 8,722.00	1246	\$ 8,722.00
10	2301-0685550	Bridge Approach Pvm't, as per plan	SY		\$ 80.00	\$ -		\$ -
11	2301-1033070	Standard or Slip Form PCC Pvm't, Cl C, Cl 3 Durability, 7"	SY	1,624	\$ 38.50	\$ 62,524.00	1650	\$ 63,525.00
12	2315-8275025	Surfacing, Driveway, Cl A Crushed Stone	Ton	4	\$ 23.50	\$ 94.00	4	\$ 94.00
13	2401-6745625	Removal of Existing Bridge	LS		\$ 15,000.00	\$ -		\$ -
14	2401-6745650	Removal of Existing Structures	LS		\$ 800.00	\$ -		\$ -
15	2402-2720000	Excavation, Class 20	CY		\$ 50.00	\$ -		\$ -
16	2402-2721000	Excavation, Class 21	CY		\$ 150.00	\$ -		\$ -
17	2403-0100010	Structural Concrete (Bridge)	CY		\$ 600.00	\$ -		\$ -
18	2404-7775000	Reinforcing Steel	LB		\$ 1.05	\$ -		\$ -
19	2404-7775005	Reinforcing Steel, Epoxy Coated	LB		\$ 1.10	\$ -		\$ -
20	2414-6424119	Concrete Barrier Railing, Aesthetic	LF		\$ 215.00	\$ -		\$ -
21	2414-6445100	Structural Steel Pedestrian Hand Railing, 10 In. Height	LF		\$ 130.00	\$ -		\$ -
22	2414-6445100	Structural Steel Pedestrian Hand Railing, 4'-6 Height	LF		\$ 225.00	\$ -		\$ -
23	2416-0100015	Aprons, Concrete, 15 In. Dia.	Ea.	1	\$ 1,200.00	\$ 1,200.00	1	\$ 1,200.00
24	2416-0100024	Aprons, Concrete, 24 In. Dia.	Ea.	1	\$ 1,450.00	\$ 1,450.00	1	\$ 1,450.00
25	2435-0130348	Manhole, San Sewer, SW-303, 48 In.	Ea.	1	\$ 7,250.00	\$ 7,250.00	1	\$ 7,250.00
26	2435-0140148	Manhole, St Sewer, SW-401, 48 In.	Ea.		\$ 3,850.00	\$ -		\$ -
27	2435-0250100	Intake, SW-501	Ea.	4	\$ 2,500.00	\$ 10,000.00	3	\$ 7,500.00
28	2435-0250300	Intake, SW-503	Ea.		\$ 5,000.00	\$ -		\$ -
29	2435-0250400	Intake, SW-504	Ea.	2	\$ 5,850.00	\$ 11,700.00	2	\$ 11,700.00
30	2435-0251224	Intake, SW-512, 24 In.	Ea.	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00
31	2435-0251300	Intake, SW-513	Ea.	1	\$ 2,750.00	\$ 2,750.00	1	\$ 2,750.00
32	2435-0600010	Manhole Adjustment, Minor	Ea.		\$ 650.00	\$ -		\$ -
33	2501-0201042	Piles, Steel, HP 10 X 42	LF		\$ 45.00	\$ -		\$ -
34	2502-8212036	Subdrain, Longitudinal, (Shoulder) 6 In.	LF	349	\$ 15.00	\$ 5,235.00	349	\$ 5,235.00
35	2502-8221303	Subdrain Outlet, DR-303	Ea.	4	\$ 75.00	\$ 300.00	7	\$ 525.00
36	2503-0114212	Storm Sewer Gravity Main, Trenched, RCP, 2000D (Class III), 12 In.	LF	50	\$ 56.50	\$ 2,825.00	20.5	\$ 1,158.25
37	2503-0114215	Storm Sewer Gravity Main, Trenched, RCP, 2000D (Class III), 15 In.	LF	227	\$ 60.00	\$ 13,620.00	259	\$ 15,540.00
38	2503-0114218	Storm Sewer Gravity Main, Trenched, RCP, 2000D (Class III), 18 In.	LF	170	\$ 60.00	\$ 10,200.00	260.5	\$ 15,630.00
39	2503-0114224	Storm Sewer Gravity Main, Trenched, RCP, 2000D (Class III), 24 In.	LF	185	\$ 72.50	\$ 13,412.50	178.5	\$ 12,941.25
40	2503-0200036	Remove Storm Sewer Pipe Less Than or Equal to 36 In.	LF	223	\$ 20.00	\$ 4,460.00	223	\$ 4,460.00
41	2507-2638650	Bridge Wing Armoring - Erosion Stone	SY		\$ 50.00	\$ -		\$ -
42	2507-3250005	Engineering Fabric	SY		\$ 2.00	\$ -		\$ -
43	2507-6800061	Revetment, Class E	Ton		\$ 42.25	\$ -		\$ -
44	2510-6745850	Removal of Pavement	SY	73	\$ 12.00	\$ 876.00	84	\$ 1,008.00
45	2510-6750600	Removal of Intakes and Utility Accesses	Ea.	2	\$ 425.00	\$ 850.00	2	\$ 850.00
46	2511-6745900	Removal of Sidewalk	SY	235	\$ 6.50	\$ 1,527.50	235	\$ 1,527.50
47	2511-7526004	Sidewalk, P.C. Concrete, 4 In.	SY	116	\$ 36.75	\$ 4,263.00	432	\$ 15,876.00
48	2511-7526006	Sidewalk, P.C. Concrete, 6 In.	SY	185	\$ 46.00	\$ 8,510.00	117	\$ 5,382.00

	Item Code	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
49	2511-7528101	Detectable Warnings	SF	10	\$ 30.00	\$ 300.00	10	\$ 300.00
50	2515-2475006	Driveway, P.C. Concrete, 6 In.	SY	202	\$ 44.50	\$ 8,989.00	242.5	\$ 10,791.25
51	2515-2475008	Driveway, P.C. Concrete, 8 In.	SY		\$ 52.50	\$ -		\$ -
52	2515-2475095	Driveway, P.C. Concrete, 9.5 In.	SY		\$ 63.50	\$ -		\$ -
53	2515-6745600	Removal of Paved Driveway	SY	16	\$ 12.50	\$ 200.00	16	\$ 200.00
54	2518-6910000	Safety Closure	Ea.	2	\$ 125.00	\$ 250.00	2	\$ 250.00
55	2519-3300600	Fence, Safety	LF	260	\$ 5.00	\$ 1,300.00	460	\$ 2,300.00
56	2519-4200020	Remvl & Reinstall of Fence, Chain Link	LF		\$ 65.54	\$ -		\$ -
57	2523-0000100	Lighting Poles	Ea.		\$ 3,900.00	\$ -		\$ -
58	2523-0000200	Electrical Circuits	LF		\$ 15.00	\$ -		\$ -
59	2523-0000310	Handholes and Junction Boxes	Ea.		\$ 1,400.00	\$ -		\$ -
60	2524-6765010	Remove and Reinstall Sign as per plan	Ea.	1	\$ 150.00	\$ 150.00	1	\$ 150.00
61	2524-6765110	Removal of Type A Sign	Ea.	2	\$ 25.00	\$ 50.00	2	\$ 50.00
62	2526-8285000	Construction Survey	LS	0.25	\$ 20,000.00	\$ 5,000.00	0.25	\$ 5,000.00
63	2528-8445110	Traffic Control	LS	0.50	\$ 4,350.00	\$ 2,175.00	0.5	\$ 2,175.00
64	2533-4980005	Mobilization	LS	0.25	\$ 165,000.00	\$ 41,250.00	0.25	\$ 41,250.00
65	2549-0006320	Urethane Chimney Seal	Ea.	1	\$ 725.00	\$ 725.00	1	\$ 725.00
66	2554-0112004	Water Main, Trenched, DIP, 4 In.	LF	5	\$ 150.00	\$ 750.00	2	\$ 300.00
67	2554-0112006	Water Main, Trenched, DIP, 6 In.	LF	30	\$ 92.50	\$ 2,775.00	27	\$ 2,497.50
68	2554-0112008	Water Main, Trenched, DIP, 8 In.	LF	1,395	\$ 65.00	\$ 90,675.00	1395	\$ 90,675.00
69	2554-0112012	Water Main, Trenched, DIP, 12 In.	LF	5	\$ 225.00	\$ 1,125.00	5	\$ 1,125.00
70	2554-0202200	Fittings By Count, DI, 11.25° Bend, 8 In.	Ea.	3	\$ 600.00	\$ 1,800.00	3	\$ 1,800.00
71	2554-0202200	Fittings By Count, DI, 22.5° Bend, 8 In.	Ea.	2	\$ 725.00	\$ 1,450.00	8	\$ 5,800.00
72	2554-0202200	Fittings By Count, DI, 45° Bend, 8 In.	Ea.	1	\$ 625.00	\$ 625.00	2	\$ 1,250.00
73	2554-0202200	Fittings By Count, DI, Cross, 12 In. X 8 In.	Ea.	1	\$ 1,375.00	\$ 1,375.00	1	\$ 1,375.00
74	2554-0202200	Fittings By Count, DI, Reducer, 8 In. X 6 In.	Ea.	2	\$ 375.00	\$ 750.00	2	\$ 750.00
75	2554-0202200	Fittings By Count, DI, Tee, 12 In. X 8 In.	Ea.	2	\$ 1,250.00	\$ 2,500.00	2	\$ 2,500.00
76	2554-0202200	Fittings By Count, DI, Tee, 6 In. X 4 In.	Ea.	1	\$ 585.00	\$ 585.00	1	\$ 585.00
77	2554-0202200	Fittings By Count, DI, Tee, 8 In. X 6 In.	Ea.	1	\$ 750.00	\$ 750.00	1	\$ 750.00
78	2554-0202200	Fittings By Count, DI, Tee, 8 In. X 8 In.	Ea.	1	\$ 850.00	\$ 850.00	1	\$ 850.00
79	2554-0204110	Water Service Stub, Copper, 1 In.	Ea.	10	\$ 1,725.00	\$ 17,250.00	10	\$ 17,250.00
80	2554-0207006	Valve, Gate, DIP, 6 In.	Ea.	2	\$ 1,250.00	\$ 2,500.00	2	\$ 2,500.00
81	2554-0207008	Valve, Gate, DIP, 8 In.	Ea.	8	\$ 1,650.00	\$ 13,200.00	8	\$ 13,200.00
82	2554-0207012	Valve, Gate, DIP, 12 In.	Ea.	1	\$ 2,800.00	\$ 2,800.00	1	\$ 2,800.00
83	2554-0210201	Fire Hydrant Assembly, WM-201	Ea.	3	\$ 5,250.00	\$ 15,750.00	3	\$ 15,750.00
84	2599-9999005	Removal of Hydrant Assembly	Ea.	3	\$ 800.00	\$ 2,400.00	3	\$ 2,400.00
85	2601-2634100	Mulching	Acre	0.50	\$ 2,500.00	\$ 1,250.00	0.5	\$ 1,250.00
86	2601-2636044	Seeding and Fertilizing (Urban)	Acre	0.50	\$ 2,500.00	\$ 1,250.00	0.5	\$ 1,250.00
87	2601-2642120	Stabil Crop-Seeding & Fertilizing (Urban)	Acre	0.50	\$ 1,500.00	\$ 750.00	0.5	\$ 750.00
88	2601-2643110	Watering for Sod, Special Ditch Control, or Slope Protection	Mgal	0.05	\$ 60.00	\$ 3.00		\$ -
89	2601-2643300	Mobilization for Watering	Ea.	4	\$ 350.00	\$ 1,400.00		\$ -
90	2602-0000020	Silt Fence	LF	165	\$ 2.00	\$ 330.00		\$ -
91	2602-0000101	Maintenance of Silt Fence or Silt Fence for Ditch Check	LF	165	\$ 0.50	\$ 82.50		\$ -
92	2602-0000309	Perimeter and Slope Sediment Control Device, 9 In. Dia.	LF		\$ 7.00	\$ -		\$ -
93	2602-0000500	Open-Throat Curb Intake Sediment Filter	LF	10	\$ 20.00	\$ 200.00	30	\$ 600.00
94	2602-0010010	Mobilizations, Erosion Control	Ea.	1	\$ 500.00	\$ 500.00	1	\$ 500.00
95	2602-0010020	Mobilizations, Emergency Erosion Control	Ea.	1	\$ 1,000.00	\$ 1,000.00		\$ -
Division II Price:						\$ 426,527.00		\$ 455,950.25

### BID ITEMS - DIVISION III

	Item Code	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
96	2102-2710070	Excavation, Cl 10, Roadway & Borrow	CY	50	\$ 8.00	\$ 400.00	50	\$ 400.00
97	2102-2710090	Excavation, Cl 10, Waste	CY	763	\$ 12.25	\$ 9,346.75	763	\$ 9,346.75
98	2102-2713090	Excavation, Cl 13, Waste	CY	143	\$ 8.25	\$ 1,179.75	143	\$ 1,179.75
99	2105-8425005	Topsoil, Furnish and Spread	CY	90	\$ 38.50	\$ 3,465.00	72	\$ 2,772.00
100	2115-0100000	Modified Subbase	CY	170	\$ 38.25	\$ 6,502.50	263	\$ 10,059.75
101	2214-5145150	Pavement Scarification	SY	810	\$ 0.25	\$ 202.50	810	\$ 202.50
102	2301-1033070	Standard or Slip Form PCC Pvm't, Cl C,	SY	847	\$ 38.50	\$ 32,609.50	870.8	\$ 33,525.80
103	2303-0000100	HMA Mixture, Com Mix (Binder) per pla	Ton	120	\$ 126.30	\$ 15,156.00	131.14	\$ 16,562.98
104	2416-0100012	Aprons, Concrete, 12 In. Dia.	Ea.	2	\$ 1,050.00	\$ 2,100.00	2	\$ 2,100.00
105	2435-0130348	Manhole, San Sewer, SW-303, 48 In.	Ea.	1	\$ 7,500.00	\$ 7,500.00		\$ -
106	2435-0140148	Manhole, St Sewer, SW-401, 48 In.	Ea.	1	\$ 2,750.00	\$ 2,750.00	1	\$ 2,750.00
107	2435-0250100	Intake, SW-501	Ea.	1	\$ 2,500.00	\$ 2,500.00	0	\$ -
108	2435-0250400	Intake, SW-504	Ea.	1	\$ 5,750.00	\$ 5,750.00	1	\$ 5,750.00
109	2435-0251100	Intake, SW-511	Ea.	2	\$ 2,200.00	\$ 4,400.00	2	\$ 4,400.00
110	2502-8212036	Subdrain, Longitudinal, (Shoulder) 6 In.	LF	499	\$ 15.00	\$ 7,485.00	499	\$ 7,485.00
111	2502-8221303	Subdrain Outlet, DR-303	Ea.	6	\$ 75.00	\$ 450.00	2	\$ 150.00
112	2503-0114212	Storm Sewer Gravity Main, Trenched, RCP, 2000D (Class III), 12 In.	LF	111	\$ 50.00	\$ 5,550.00	142	\$ 7,100.00
113	2503-0114218	Storm Sewer Gravity Main, Trenched, RCP, 2000D (Class III), 18 In.	LF	31	\$ 52.50	\$ 1,627.50	51	\$ 2,677.50
114	2503-0200036	Remove Storm Sewer Pipe Less Than or Equal to 36 In.	LF	115	\$ 10.00	\$ 1,150.00	144	\$ 1,440.00
115	2510-6745850	Removal of Pavement	SY	105	\$ 10.50	\$ 1,102.50	105	\$ 1,102.50
116	2510-6750600	Removal of Intakes and Utility Accesses	Ea.	2	\$ 350.00	\$ 700.00	2	\$ 700.00
117	2511-6745900	Removal of Sidewalk	SY	72	\$ 7.50	\$ 540.00	72	\$ 540.00
118	2511-7526004	Sidewalk, P.C. Concrete, 4 In.	SY	158	\$ 36.75	\$ 5,806.50	158	\$ 5,806.50
119	2511-7526006	Sidewalk, P.C. Concrete, 6 In.	SY	20	\$ 46.00	\$ 920.00	20	\$ 920.00
120	2511-7528101	Detectable Warnings	SF	40	\$ 30.00	\$ 1,200.00	40	\$ 1,200.00
121	2518-6910000	Safety Closure	Ea.	3	\$ 125.00	\$ 375.00	3	\$ 375.00
122	2526-8285000	Construction Survey	LS	1	\$ 7,000.00	\$ 7,000.00	1	\$ 7,000.00
123	2528-8445110	Traffic Control	LS	1	\$ 500.00	\$ 500.00	1	\$ 500.00
124	2533-4980005	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00
125	2549-0006320	Urethane Chimney Seal	Ea.	1	\$ 725.00	\$ 725.00	1	\$ 725.00
126	2554-0112024	Water Main, Trenched, DIP, 24 In.	LF	20	\$ 150.00	\$ 3,000.00	20	\$ 3,000.00
127	2599-9999005	Removal of Hydrant Assembly	Ea.	1	\$ 1,250.00	\$ 1,250.00	1	\$ 1,250.00
128	2601-2634100	Mulching	Acre	0.20	\$ 3,000.00	\$ 600.00	0.2	\$ 600.00
129	2601-2636044	Seeding and Fertilizing (Urban)	Acre	0.20	\$ 3,000.00	\$ 600.00	0.2	\$ 600.00
130	2601-2642120	Stabil Crop-Seeding & Fertilizing (Urban)	Acre	0.20	\$ 2,000.00	\$ 400.00	0.2	\$ 400.00
131	2601-2643110	Watering for Sod, Special Ditch Control, or Slope Protection	Mgal	0.03	\$ 60.00	\$ 1.80		\$ -
132	2601-2643300	Mobilization for Watering	Ea.	4	\$ 350.00	\$ 1,400.00		\$ -
133	2602-0000020	Silt Fence	LF	120	\$ 5.00	\$ 600.00		\$ -
134	2602-0000101	Maintenance of Silt Fence or Silt Fence for Ditch Check	LF	120	\$ 1.00	\$ 120.00		\$ -
135	2602-0000309	Perimeter and Slope Sediment Control Device, 9 In. Dia.	LF	40	\$ 14.00	\$ 560.00	40	\$ 560.00
136	2602-0000500	Open-Throat Curb Intake Sediment Filter	LF	20	\$ 25.00	\$ 500.00	20	\$ 500.00
137	2602-0010010	Mobilizations, Erosion Control	Ea.	1	\$ 500.00	\$ 500.00	1	\$ 500.00
138	2602-0010020	Mobilizations, Emergency Erosion Contr	Ea.	1	\$ 1,000.00	\$ 1,000.00		\$ -
Division III Price:						\$ 144,525.30		\$ 139,181.03

MATERIALS STORED SUMMARY				
	Description	# of Units	Unit Price	Extended Cost
Total				\$ -

NON PARTICIPATING CHANGE ORDER ITEMS								
	Item Code	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
27	2435-0250100	Intake, SW-501	Ea.	-2	\$ 2,500.00	\$ (5,000.00)	-	-
105	2435-0130348	Manhole, San Sewer, SW-303, 48 In.	Ea.	-1	\$ 7,500.00	\$ (7,500.00)	-	-
116	2510-6750600	Removal of Intakes and Utility Accesses	Ea.	-1	\$ 350.00	\$ (350.00)	-	-
8001	2435-0600020	Manhole Adjustment	Ea.	1	\$ 5,280.00	\$ 5,280.00	1	\$ 5,280.00
8002	2554-0202200	Fittings by Count DI, Sleeve 12"	Ea.	1	\$ 1,017.50	\$ 1,017.50	1	\$ 1,017.50
8003	2554-0112012	Water Main, Trenched, DIP, 12"	LF	52	\$ 110.00	\$ 5,720.00	56.75	\$ 6,242.50
8004	2599-9999005	Valve Removal	Ea.	1	\$ 600.00	\$ 600.00	1	\$ 600.00
8005	2504-0220000	San Swr Service Relocation	Ea.	2	\$ 1,810.60	\$ 3,621.20	2	\$ 3,621.20
8006	2552-0000220	Replacement of Unsuitable Backfill Mat'	CY	99	\$ 26.51	\$ 2,633.24	99.33	\$ 2,633.24
8007	2102-2710070	Excavation Class 10 Roadway & Borrow	CY	188	\$ 21.00	\$ 3,954.93	188.33	\$ 3,954.93
8008	2113-0001100	Subgrade Stabil Mat'l Geogrid TX160	SY	705	\$ 6.60	\$ 4,653.00	750	\$ 4,950.00
8009	2435-0250300	Intake, SW-503	Ea.	2	\$ 2,500.00	\$ 5,000.00	2	\$ 5,000.00
8010	2554-0202200	Fittings by Count, DI, 45 Bend, 12"	Ea.	4	\$ 880.00	\$ 3,520.00	4	\$ 3,520.00
8011	2599-9999005	SW-511 Intake Modifications	Ea.	2	\$ 1,925.00	\$ 3,850.00	2	\$ 3,850.00
8015	2599-9999006	Nylo-Plast 8" Drop-In Grate	Ea.	1	\$ 350.00	\$ 350.00	1	\$ 350.00
8016	2503-0110008	Stm Swr GMain, Trch, PVC, C900 8"	LF	40	\$ 36.85	\$ 1,474.00	40	\$ 1,474.00
8017	2435-0700020	Connect to Existing Intake	Ea.	1	\$ 600.00	\$ 600.00	1	\$ 600.00
8018	2554-0205120	Water Service Stub	LF	34	\$ 177.97	\$ 6,050.98	34	\$ 6,050.98
8019	2599-9999007	Air Release Assembly	Ea.	1	\$ 2,475.00	\$ 2,475.00	1	\$ 2,475.00
8021	2515-6745600	Removal of Paved Driveway	SY	171.5	\$ 31.35	\$ 5,376.53	171.5	\$ 5,376.53
52	2515-2475095	Driveway, P.C. Concrete, 9.5 In.	SY	171	\$ 63.50	\$ 10,858.50	171	\$ 10,858.50

PARTICIPATING CHANGE ORDER ITEMS								
25	2435-0130348	Manhole, San Sewer, SW-303, 48 In.	Ea.	-2	\$ 7,250.00	\$ (14,500.00)	-	-
45	2510-6750600	Removal of Intakes and Utility Accesses	Ea.	-2	\$ 425.00	\$ (850.00)	-	-
8001	2435-0600020	Manhole Adjustment	Ea.	2	\$ 5,280.00	\$ 10,560.00	2	\$ 10,560.00
8005	2504-0220000	San Swr Service Relocation	Ea.	2	\$ 1,810.60	\$ 3,621.20	2	\$ 3,621.20
8006	2552-0000220	Replacement of Unsuitable Backfill Mat'	CY	50	\$ 26.51	\$ 1,316.75	99.33	\$ 2,633.24
8007	2102-2710070	Excavation & Backfill w/Native Material	CY	153	\$ 21.00	\$ 3,213.00	64.5	\$ 1,354.50
8012	2504-0240036	Remove San Sewer Pipe ≤ 36"	LF	45	\$ 62.76	\$ 2,837.38	45.21	\$ 2,837.38
8013	2599-9999003	Excavation & Backfill w/Native Material	CY	97	\$ 46.59	\$ 4,519.23	97	\$ 4,519.23
8014	2510-6750600	Removal of Intakes & Utility Accesses	Ea.	2	\$ 1,210.00	\$ 2,420.00	2	\$ 2,420.00
8020	2435-0251100	Intake, SW-511	Ea.	1	\$ 2,200.00	\$ 2,200.00	1	\$ 2,200.00
8022	6100-2301010	PCC Cold Weather Protection	SY	977.5	\$ 1.00	\$ 977.50	977.5	\$ 977.50
Total Change Orders:						\$ 70,499.93		\$ 98,977.42



SUMMARY			
		Total Approved	Total Completed
Contract Price		\$ 1,666,025.10	\$ 1,674,028.14
Approved Change Order (list each)	Change Order No. 1		
	Change Order No. 2		
	Change Order No. 3		
	Change Order No. 4		
	Change Order No. 5		
	Change Order No. 6		
	Change Order No. 7		
	Revised Contract Price	\$ 1,736,525.03	\$ 1,773,005.56

Stored \$ -

Total Earned \$ 1,773,005.56

Retainage (3%) \$ 30,000.00

Total Earned Less Retainage \$ 1,743,005.56

Total Previously Approved (list each)	Pay Estimate No. 1	\$ 361,163.95	
	Pay Estimate No. 2	\$ 248,327.73	
	Pay Estimate No. 3	\$ 360,690.11	
	Pay Estimate No. 4	\$ 214,637.12	
	Pay Estimate No. 5	\$ 154,055.39	
	Pay Estimate No. 6	\$ 214,380.09	
	Pay Estimate No. 7	\$ 105,583.06	
	Pay Estimate No. 8	\$ 60,598.60	
	Pay Estimate No. 9	\$ 18,703.02	

Total Previously Approved \$ 1,738,139.07

Amount Due This Request \$ 4,866.49

Percent Complete 100%

The amount \$ 4,866.49 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:  
Taylor Construction, Inc.

Recommended By:  
Veenstra & Kimm, Inc.

Approved By:  
West Branch, Iowa

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature:   
Name: Leland Belding  
Title: Engineer  
Date: April 14, 2020

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	April 20, 2020
<b>AGENDA ITEM:</b>	<b>Motion to Approve</b> the Claims Report.
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Gordon Edgar, Finance Director
<b>DATE:</b>	April 15, 2020

**BACKGROUND:**

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

<b>STAFF RECOMMENDATION:</b>	Approve Claims Report – Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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**EXPENITURES****4/20/2020**

ALLIANT ENERGY	ALLIANT ENERGY	11,266.47
AMAZON	BOOKS, SUPPLES	493.90
BAKER & TAYLOR INC.	BOOKS	289.64
BANKERS ADVERTISING COMPANY	OFFICE SUPPLIES	112.45
BARRON MOTOR SUPPLY	FUEL	117.00
BOCWAY INVESTMENTS LLC	BUILDING INCENTIVE PAYMENT	908.77
BOOKLIST	SUBSCRIPTION	169.50
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	252.30
BRICK, LESLIE	MILEAGE	17.13
CEDAR COUNTY COOPERATIVE	EQUIPMENT	1,451.32
CEDAR COUNTY RECORDER	RECORDER FEE	14.00
CITY TRACTOR CO	SUPPLIES	79.60
DECKER SPORTING GOODS INC	EQUIPMENT	3,583.30
FELD FIRE EQUIPMENT CO. INC	VEHICLE REPAIR	134.00
GALLS, LLC	SUPPLIES	264.59
HI-LINE ELECTRIC COMPANY INC	EQUIPMENT-CUBBY PARK	561.62
HORIHAN, MIKE	SUPPLIES	19.88
IOWA DEPARTMENT OF NATURAL RESOURCES	EXAM FEES	90.00
JOHNSON COUNTY AMBULANCE SERVICE	MEDICAL SUPPLIES	88.00
JOHNSON COUNTY REFUSE INC.	RECYCLING MARCH 2020	4,004.25
KANOPY	SUBSCRIPTION	20.00
KNOCHE, REBECCA	PROGRAM SUPPLIES	15.00
LINN COUNTY R.E.C.	STREET LIGHTS	192.60
MENARDS	MAINTENANCE SUPPLIES	35.88
MERIDITH COLEMAN	BUILDING INCENTIVE PAYMENT	910.14
MISCELLANEOUS VENDOR	COLLABORATIVE SUMMER LIB PROG:	313.25
MOORE'S WELDING INC	SUPPLIES	77.60
MUNICIPAL SUPPLY INC.	SUPPLIES	5,621.95
OASIS ELECTRIC LLC	LED LIGHTS	8,730.25
ORIENTAL TRADING CO. INC.	EASTER TREATS	619.18
OVERDRIVE INC	EBOOKS. AUDIOBOOKS	1,057.28
PATRICK HYDE	BUILDING INCENTIVE PAYMENT	1,115.44
PYRAMID SERVICES INC.	SUPPLIES	1,074.38
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	759.00
QUILL CORP	OFFICE EQUIPMENT	367.44
RACOM CORPORATION	RADIO REPAIR	195.00
RIVER PRODUCTS COMPANY INC	ROCK	1,314.31
SPAHN & ROSE LUMBER CO.	TRASH ENCLOSURE CUBBY PARK	28.13
STATE HYGIENIC LAB	LAB ANALYSIS	26.00
STATE INDUSTRIAL PRODUCTS	CHEMICALS	191.77
STRYKER SALES CORPORATION	MEDICAL SUPPLIES	282.08
TAYLOR CONSTRUCTION INC	COLL ST BRIDGE & RELATED WORK	18,703.02
THE HOME DEPOT PRO	SUPPLIES	203.52
THOMAS MARK & JEANETTE	BUILDING INCENTIVE PAYMENT	293.97
TIPTON AMBULANCE SERVICE	MEDICAL SUPPLIES	150.00
TIPTON CONSERVATIVE	SUBSCRIPTION	40.00
USA BLUE BOOK	SUPPLIES	471.97
VEENSTRA & KIMM INC.	P & Z LOT SITE PLAN REVIEW	9,505.55
WALMART COMMUNITY/RFCSLLC	VIDEOS, PROGRAM SUPPLIES	163.45
WATER SOLUTIONS UNLIMITED	CHEMICALS	2,515.00
WEST BRANCH ANIMAL CLINIC	TRAP/NEUTER CATS, ANIMAL CARE	201.00
WEST BRANCH REPAIRS	VEHICLE REPAIR	572.61

WEST BRANCH TIMES	LEGAL PUBLICATIONS & HELP WANT	254.75
WEX BANK	VEHICLE FUEL	1,274.35
<b>TOTAL</b>		<b>81,213.59</b>
<b>PAYROLL</b>	<b>4/17/2020</b>	<b>54,966.35</b>
<b>PAID BETWEEN MEETINGS</b>		
MISCELLANEOUS VENDORS	SOCCER REFUNDS	1,125.00
<b>TOTAL</b>		<b>1,125.00</b>
<b>GRAND TOTAL EXPENDITURES</b>		<b>137,304.94</b>
<b>FUND TOTALS</b>		
001 GENERAL FUND		49,102.16
022 CIVIC CENTER		606.27
031 LIBRARY		8,958.55
110 ROAD USE TAX		7,601.91
112 TRUST AND AGENCY		11,548.02
308 PARK IMP - PEDERSEN VALLEY		4,954.84
310 COLLEGE STREET BRIDGE		1,988.80
318 COLLEGE ST & 2ND ST IMPROVEMENTS		16,714.22
319 UTILITY RELOCATION & I-80 WIDENING		1,740.00
323 I-80 WEST, WATER MAIN RELOCATION		5,707.05
600 WATER FUND		18,484.92
610 SEWER FUND		9,722.20
740 STORM WATER UTILITY		176.00
<b>GRAND TOTAL</b>		<b>137,304.94</b>



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	GALLS, LLC	SUPPLIES	264.59
		WEST BRANCH REPAIRS	VEHICLE REPAIR	319.50
		QUILL CORP	OFFICE SUPPLIES	194.08
		WEX BANK	VEHICLE FUEL	774.69
		ALLIANT ENERGY	SERVICES	268.90
			SERVICES	19.17
		HORIHAN, MIKE	SUPPLIES	19.88
			TOTAL:	1,860.81
FIRE OPERATION	GENERAL FUND	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	152.40
			MEDICAL SUPPLIES	99.90
		JOHNSON COUNTY AMBULANCE SERVICE	MEDICAL SUPPLIES	88.00
		OASIS ELECTRIC LLC	LED LIGHTS	8,730.25
		RACOM CORPORATION	RADIO REPAIR	195.00
		WEST BRANCH REPAIRS	EQUIPMENT REPAIR	138.16
		WEX BANK	VEHICLE FUEL	142.59
		FELD FIRE EQUIPMENT CO. INC	VEHICLE REPAIR	134.00
		ALLIANT ENERGY	SERVICES	806.71
		BARRON MOTOR SUPPLY	FUEL	117.00
		AMAZON	BOOKS, SUPPLES	29.99
		STRYKER SALES CORPORATION	MEDICAL SUPPLIES	282.08
		TIPTON AMBULANCE SERVICE	MEDICAL SUPPLIES	150.00
			TOTAL:	11,066.08
ANIMAL CONTROL	GENERAL FUND	WEST BRANCH ANIMAL CLINIC LLC	TRAP/NEUTER CATS, ANIMAL C	146.00
			TOTAL:	146.00
STREET LIGHTING	GENERAL FUND	LINN COUNTY R.E.C. ALLIANT ENERGY	STREET LIGHTS	192.60
			SERVICES	2,492.89
			SERVICES	292.69
			TOTAL:	2,978.18
PARK & RECREATION	GENERAL FUND	WEST BRANCH TIMES ALLIANT ENERGY	LEGAL PUBLICATIONS & HELP	39.50
			SERVICES	49.32
			SERVICES	13.60
			SERVICES	34.52
			SERVICES	27.91
		ORIENTAL TRADING CO. INC. MISCELLANEOUS V ALLPAID	EASTER TREATS	619.18
			ALLPAID:REFUND:BARRETT/HAR	40.00
			TOTAL:	824.03
CEMETERY	GENERAL FUND	PYRAMID SERVICES INC. CEDAR COUNTY COOPERATIVE CITY TRACTOR CO	SUPPLIES	25.68
			EQUIPMENT	950.00
			SUPPLIES	79.60
			TOTAL:	1,055.28
COMM & CULTURAL DEVEL	GENERAL FUND	ALLIANT ENERGY	SERVICES	57.52
			TOTAL:	57.52
ECONOMIC DEVELOPMENT	GENERAL FUND	BOCWAY INVESTMENTS LLC PATRICK HYDE MERIDITH COLEMAN THOMAS MARK & JEANETTE	BUILDING INCENTIVE PAYMENT	908.77
			BUILDING INCENTIVE PAYMENT	1,115.44
			BUILDING INCENTIVE PAYMENT	910.14
			BUILDING INCENTIVE PAYMENT	293.97
			TOTAL:	3,228.32
CLERK & TREASURER	GENERAL FUND	QUILL CORP	OFFICE SUPPLIES	2.18

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BRICK, LESLIE	OFFICE SUPPLIES	75.69
		ALLIANT ENERGY	MILEAGE	17.13
		THE HOME DEPOT PRO	SERVICES	321.99
			SUPPLIES	24.55
			TOTAL:	441.54
LEGAL SERVICES	GENERAL FUND	WEST BRANCH TIMES	LEGAL PUBLICATIONS & HELP	215.25
		CEDAR COUNTY RECORDER	FAX FEE	2.00
			LEGAL RECORDING	12.00
			TOTAL:	229.25
SOLID WASTE	GENERAL FUND	JOHNSON COUNTY REFUSE INC.	RECYCLING MARCH 2020	4,004.25
			TOTAL:	4,004.25
LOCAL CABLE ACCESS	GENERAL FUND	ALLIANT ENERGY	SERVICES	100.00
		AMAZON	BOOKS, SUPPLES	114.20
			TOTAL:	214.20
COMMISSION	GENERAL FUND	WEST BRANCH ANIMAL CLINIC LLC	TRAP/NEUTER CATS, ANIMAL C	55.00
		VEENSTRA & KIMM INC.	P & Z LOT SITE PLAN REVIEW	264.00
			PUD REVIEW	528.00
			HIGH SCHOOL SITE PLAN REVI	1,090.50
			TOTAL:	1,937.50
TOWN HALL	CIVIC CENTER	MENARDS	MAINTENANCE SUPPLIES	35.88
		ALLIANT ENERGY	SERVICES	544.17
			TOTAL:	580.05
LIBRARY	LIBRARY	OVERDRIVE INC	EBOOKS. AUDIOBOOKS	346.67
			EBOOKS, AUDIOBOOKS	130.00
			EBOOKS, AUDIOBOOKS	388.96
			EBOOKS	28.98
			EBOOKS	92.50
			EBOOKS	3.18
			EBOOKS	1.99
			EBOOKS	65.00
		WALMART COMMUNITY/RFCSLLC	VIDEOS, PROGRAM SUPPLIES	39.92
			VIDEOS, PROGRAM SUPPLIES	69.94
			VIDEOS, PROGRAM SUPPLIES	53.59
		QUILL CORP	OFFICE SUPPLIES	5.80
			OFFICE SUPPLIES	9.49
			OFFICE SUPPLIES	4.64
			OFFICE SUPPLIES	10.78
			OFFICE SUPPLIES	14.99
			PROGRAM SUPPLIES	15.00
		KNOCHE, REBECCA	BOOKS	289.64
		BAKER & TAYLOR INC.	SUBSCRIPTION	40.00
		TIPTON CONSERVATIVE	SERVICES	512.93
		ALLIANT ENERGY	OFFICE SUPPLIES	112.45
		BANKERS ADVERTISING COMPANY	BOOKS, SUPPLES	275.22
		AMAZON	BOOKS, SUPPLES	35.80
			BOOKS, SUPPLES	29.99
			BOOKS, SUPPLES	8.70
		THE HOME DEPOT PRO	SUPPLIES	66.63
		BOOKLIST	SUBSCRIPTION	169.50
		MISCELLANEOUS V COLLABORATIVE SUMMER L	COLLABORATIVE SUMMER LIB P	273.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KANOPY	SUBSCRIPTION	20.00
			TOTAL:	3,115.54
ROADS & STREETS	ROAD USE TAX	RIVER PRODUCTS COMPANY INC	ROCK	1,314.31
		PYRAMID SERVICES INC.	EQUIPMENT	316.70
		WEST BRANCH REPAIRS	VEHICLE REPAIR	114.95
		CEDAR COUNTY COOPERATIVE	VEHICLE FUEL	501.32
		WEX BANK	VEHICLE FUEL	119.01
		ALLIANT ENERGY	SERVICES	334.85
		THE HOME DEPOT PRO	SUPPLIES	112.34
		MOORE'S WELDING INC	SUPPLIES	77.60
		USA BLUE BOOK	SUPPLIES	471.97
			TOTAL:	3,363.05
INVALID DEPARTMENT	PARK IMP - PEDERSE	PYRAMID SERVICES INC.	EQUIPMENT	732.00
		QUILL CORP	OFFICE EQUIPMENT	49.79
		SPAHN & ROSE LUMBER CO.	TRASH ENCLOSURE CUBBY PARK	28.13
		HI-LINE ELECTRIC COMPANY INC	EQUIPMENT-CUBBY PARK	561.62
		DECKER SPORTING GOODS INC	EQUIPMENT	1,548.00
			PITCHING MACHINES	2,035.30
			TOTAL:	4,954.84
INVALID DEPARTMENT	COLLEGE STREET BRI	TAYLOR CONSTRUCTION INC	COLL ST BRIDGE & RELATED W	1,988.80
			TOTAL:	1,988.80
INVALID DEPARTMENT	COLLEGE ST & 2ND S	TAYLOR CONSTRUCTION INC	COLL ST BRIDGE & RELATED W	16,714.22
			TOTAL:	16,714.22
INVALID DEPARTMENT	RELOCATING WATER & VEENSTRA & KIMM INC.		319 UTILITY RELOCATE & I-8	1,740.00
			TOTAL:	1,740.00
INVALID DEPARTMENT	I-80 WEST, WATER M VEENSTRA & KIMM INC.		I-80 WEST WATER MAIN RELOC	5,707.05
			TOTAL:	5,707.05
WATER OPERATING	WATER FUND	IOWA DEPARTMENT OF NATURAL RESOURCES	EXAM FEES	60.00
		MUNICIPAL SUPPLY INC.	SUPPLIES	191.95
			WATER METERS, SUPPLIES	5,430.00
		STATE HYGIENIC LAB	LAB ANALYSIS	26.00
		WEX BANK	VEHICLE FUEL	119.01
		WATER SOLUTIONS UNLIMITED INC.	CHEMICALS	2,515.00
		ALLIANT ENERGY	SERVICES	2,993.46
			SERVICES	104.17
			TOTAL:	11,439.59
SEWER OPERATING	SEWER FUND	IOWA DEPARTMENT OF NATURAL RESOURCES	EXAM FEES	30.00
		QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	759.00
		WEX BANK	VEHICLE FUEL	119.05
		ALLIANT ENERGY	SERVICES	2,291.67
		STATE INDUSTRIAL PRODUCTS	CHEMICALS	191.77
			TOTAL:	3,391.49
STORM WATER UTILITY	STORM WATER UTILIT	VEENSTRA & KIMM INC.	CHANNEL WIDENING FLOOD IMP	176.00
			TOTAL:	176.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
	001	GENERAL FUND		28,042.96
	022	CIVIC CENTER		580.05
	031	LIBRARY		3,115.54
	110	ROAD USE TAX		3,363.05
	308	PARK IMP - PEDERSEN VALLE		4,954.84
	310	COLLEGE STREET BRIDGE		1,988.80
	318	COLLEGE ST & 2ND ST IMPRO		16,714.22
	319	RELOCATING WATER & SEWER		1,740.00
	323	I-80 WEST, WATER MAIN REL		5,707.05
	600	WATER FUND		11,439.59
	610	SEWER FUND		3,391.49
	740	STORM WATER UTILITY		176.00
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		GRAND TOTAL:		81,213.59
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**REVENUE-FISCAL YEAR 2020****FUND****MARCH**

001 GENERAL FUND	171,969.79
022 CIVIC CENTER	2,579.16
031 LIBRARY	288.92
036 TORT LIABILITY	5,865.19
110 ROAD USE TAX	11,770.25
112 TRUST & AGENCY	33,451.61
119 EMERGENCY TAX FUND	4,708.75
121 LOCAL OPTION SALES TAX	15,823.18
125 TIF	58,536.95
226 DEBT SERVICE	43,385.84
500 CEMETERY PERPETUAL FUND	587.15
501 KROUTH PRINCIPAL FUND	229.21
502 KROUTH INTEREST FUND	61.40
600 WATER FUND	47,150.63
610 SEWER FUND	47,038.59
740 STORM WATER UTILITY	5,087.88
<b>TOTAL</b>	<b>448,534.50</b>



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	April 20, 2020
<b>AGENDA ITEM:</b>	<b>Third (Final) Reading of Ordinance 775</b> Adding, Chapter 78 of the Code of Ordinances of the City of West Branch, Iowa; Entitled, “Golf Carts”.
<b>CITY GOAL:</b>	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
<b>PREPARED BY:</b>	Mike Horihan, Police Chief
<b>DATE:</b>	March 11, 2020

### BACKGROUND:

The purpose of this item is to address issues related to safety and well-being of the citizens of the City of West Branch by prohibiting the unsafe use of golf carts on the public roads in the city. We have received several complaints regarding the use of Golf Carts. Particularly regarding operations by under aged children which may endanger the safety of persons driving, bicycling or walking on the roads or the safety of motorists, cyclists, pedestrians, or other children passengers on the Golf Cart. This item was brought to the City’s attention by a citizen driven proposal, it was refined by city staff (primarily the police department) and presented with this first reading of a new code.

<b>STAFF RECOMMENDATION:</b>	Approve Third Reading of Ordinance 775 – Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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**CHAPTER 78  
CITY OF WEST BRANCH GOLF CART ORDINANCE**

<b>78.01 Purpose</b>	<b>78.06 Speed</b>
<b>78.02 Operation of Golf Carts Permitted</b>	<b>78.07 Traffic Code</b>
<b>78.03 Prohibited Locations</b>	<b>78.08 Permits</b>
<b>78.04 Equipment</b>	<b>78.09 Accidents Report</b>
<b>78.05 Hours</b>	<b>78.10 Violation and Penalty</b>
	<b>78.11 Annual Review</b>

**78.01 PURPOSE.** The purpose of this chapter is to permit the operation of golf carts on certain street in the City, as authorized by section 321.247 of the Code of Iowa, as amended. This chapter applies whenever a golf cart is operated on any street or alley, subject to those exceptions stated herein.

**78.02 OPERATION OF GOLF CARTS PERMITTED.** Golf carts may be operated upon the streets of the city by persons who are 16 years old or older with a valid driver's license or as allowed by law. While operated on a city street the number of passengers permitted on a golf cart shall not exceed the number of seats intended for passengers. While on city streets, operators must have on their person or in the golf cart, the same proof of insurance as required by law for all other motor vehicles.

**78.03 PROHIBITED LOCATIONS.**

1. Streets. Golf Carts shall not be operated upon any City Streets with a posted speed limit of greater than 25 mph or any streets or parts of any street listed below.

A. Main Street

B. South Downey Street to the BP gas station (do not cross interstate)

C. Downey Street (Baker Ave) to W. Orange Street. However, golf carts may cross the aforementioned streets and travel upon the aforementioned streets for the shortest distance possible to the reach the next secondary street.

2. Trails. Golf carts shall not be operated on any recreational, bike or walking trail.
3. Sidewalks. Golf carts shall not be operated on sidewalks. Except for certain approved events.
4. Parking. Golf carts shall not be operated upon that portion of the street right-of-way between the curb or the edge of street paving and the sidewalk referred to as the "parking".
5. City Parks and other land owned by the City of West Branch. Golf carts shall not be operated in the City Parks or upon other city owned land unless for a special event authorized by the City Council and the operator possess a valid City of West Branch Permit.
6. Special Exemptions. The Chief of Police is authorized to permit golf carts to be operated on restricted City streets for certain special events.



**78.04 EQUIPMENT.** Golf Carts operated upon City streets shall be equipped with at least the following:

1. A slow moving vehicle Sign.
2. A bicycle safety flag, at the top of which shall be a 5 feet (5) from ground level, and extend a minimum 6 inches above the highest point of the golf cart.
3. The golf cart shall be equipped with adequate brakes to stop and hold the golf cart in a stopped position.

**78.05 HOURS.** Golf carts must be operated on the City streets only between sunrise and sunset.

**78.06 SPEED.** No golf cart shall not be operated at a speed in excess of the lesser of the twenty-five (25) per hour or less if so posted.

**78.07 TRAFFIC CODE.** Any person operating a golf cart, shall strictly adhere to all traffic signs and signals and all other traffic rules and regulations, and shall obey the orders and direction of any law enforcement officer authorized to direct or regulate traffic. No person shall leave a golf cart unattended on public property while the motor is running or the keys are in the ignition switch.

**78.08 PROOF OF LIABILITY INSURANCE.** The owner/operator of the Golf Cart is required to show proof of liability insurance when operating the golf cart on the streets or highways in the City of West Branch. The minimum liability insurance that is required is the same that is required a motor vehicle in the state of Iowa.

**78.09 ACCIDENT REPORTS.** Either the operator, or someone acting for the operator, shall immediately notify a law enforcement officer whenever a Golf Cart is involved in an accident resulting in injury or death to anyone, or property damage amounting to one thousand dollars (\$1000.00) or more, and shall file an accident report within forty-eight (48) hours, in accordance with State Law.

**78.10 VIOLATION AND PENALTY.**

1. Any person guilty of violating the provisions herein shall be guilty of a misdemeanor and shall be subject to a fine of one-hundred dollars (\$100.00) and revocation of the City of West Branch permit for a period of six months.

2. Any person guilty of violating this ordinance two times shall be subject to a fine of three-hundred dollars (\$300.00) and permanent revocation of the City of West Branch Permit.
3. Persons violating this ordinance may also be prosecuted, and subject to the penalties set out in, Section 3211.36 of the Code of Iowa.

**78.11 ANNUAL REVIEW.** The City Council shall annually review Chapter 78 to determine if the ordinance warrants amendment or repeal.

## ORDINANCE 775

### ORDINANCE 775 ESTABLISHING A NEW CHAPTER 78 OF THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA; ENTITLED “GOLF CARTS”.

**WHEREAS,** the City Council has recommended establishing a City of West Branch Policy for reasons of safety and well-being of the citizens; and

**WHEREAS,** the operations of a Golf Cart by under aged children could endanger the safety of persons driving, bicycling or walking on the roads or the safety of motorists, cyclists, pedestrians, or other children passengers on the Golf Cart; and

**WHEREAS,** this is a practice as well as other risky or prohibited behaviors that involve the golf cart operations are addressed within this ordinance; and

#### **NOW, THEREFORE, BE IT ORDAINED:**

1. Establishing. Chapter 78 of the Code of Ordinances of the City of West Branch, Iowa, is hereby developed and incorporated into this Ordinance by this reference.
2. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.
3. 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.
4. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

First reading: March 16, 2020

Second reading: April 6, 2020

Third Reading: April 20, 2020

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Roger Laughlin, Mayor

ATTEST:

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Redmond Jones II, City Administrator/Clerk



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	April 20, 2020
<b>AGENDA ITEM:</b>	<b>Second Reading of Ordinance 774</b> Amending Chapters 45 entitled “Alcohol Consumption and Intoxication”; and Chapter 47 entitled “Municipal Park Policies and Regulations.”
<b>CITY GOAL:</b>	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
<b>PREPARED BY:</b>	Redmond Jones, City Administrator
<b>DATE:</b>	February 26, 2020

### BACKGROUND:

The Park & Recreation Commission recommends and reviews policies, rules, regulations, ordinances and budgets relating to parks and playgrounds of the City. The Parks and Recreation Commission has evaluated the current ordinances in regard to alcohol use in Beranek Park, Cubby Park, Wapsi Park, Heritage Square, Town Hall and Lions Field. As a result of their review the recommendation was to allow the consumption of alcohol during park operation hours at certain parks.

After City Council discussion, Staff review from the police department, parks department, and the City Attorney, the attached Ordinance amendments are recommended. The amendments in chapters of 45 and 47 reflect a special permit approach to allowing alcohol consumption in all parks. In other words, the Council would like the staff to consider requiring no alcohol consumption unless a special permit is approved. Special permit request would be approved at the staff level, but can be appealed and/or overturned by the city council.

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

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## CHAPTER 45

# ALCOHOL CONSUMPTION AND INTOXICATION

45.01 Persons Under Legal Age

45.02 Public Consumption or Intoxication

45.03 Open Container on Streets and Highways

**45.01 PERSONS UNDER LEGAL AGE.** As used in this section, “legal age” means twenty-one (21) years of age or more.

1. A person or persons under legal age shall not purchase or attempt to purchase or individually or jointly have alcoholic liquor, wine or beer in their possession or control; except in the case of liquor, wine or beer given or dispensed to a person under legal age within a private home and with the knowledge, presence and consent of the parent or guardian, for beverage or medicinal purposes or as administered to the person by either a physician or dentist for medicinal purposes and except to the extent that a person under legal age may handle alcoholic beverages, wine, and beer during the regular course of the person’s employment by a liquor control licensee, or wine or beer permittee under State laws.

*(Code of Iowa, Sec. 123.47[2])*

2. A person under legal age shall not misrepresent the person’s age for the purpose of purchasing or attempting to purchase any alcoholic beverage, wine or beer from any licensee or permittee.

*(Code of Iowa, Sec. 123.49[3])*

## **45.02 PUBLIC CONSUMPTION OR INTOXICATION.**

1. As used in this section unless the context otherwise requires:

A. “Arrest” means the same as defined in Section 804.5 of the Code of Iowa and includes taking into custody pursuant to Section 232.19 of the Code of Iowa.

B. “Chemical test” means a test of a person’s blood, breath, or urine to determine the percentage of alcohol present by a qualified person using devices and methods approved by the Commissioner of Public Safety.

C. “Peace Officer” means the same as defined in Section 801.4 of the Code of Iowa.

D. "School" means a public or private school or that portion of a public or private school which provides teaching for any grade from kindergarten through grade twelve.

2. A person shall not use or consume alcoholic liquor, wine or beer upon the public streets or highways. A person shall not use or consume alcoholic liquor in any public place, except: (1) on premises covered by a liquor control license; ~~(2) on the grounds of Beranek Park as set forth by Council resolution;~~ (3) within Town Hall as set forth by Council resolution; (4) on the grounds of the West Branch Public Library as set forth by Council Resolution; or (5) as permitted by separate resolution of the Council. A person shall not possess or consume alcoholic liquors, wine or beer on public school property or while attending any public or private school-related function. A person shall not be intoxicated or simulate intoxication in a public place. A person violating this subsection is guilty of a simple misdemeanor. *(Ord. 707 – May 15 Supp.)*

3. When a peace officer arrests a person on a charge of public intoxication under this section, the peace officer shall inform the person that the person may have a chemical test administered at the person's own expense. If a device approved by the Commissioner of Public Safety for testing a sample of a person's breath to determine the person's blood alcohol concentration is available, that is the only test that need be offered the person arrested. In a prosecution for public intoxication, evidence of the results of a chemical test performed under this subsection is admissible upon proof of a proper foundation. The percentage of alcohol present in a person's blood, breath, or urine established by the results of a chemical test performed within two hours after the person's arrest on a charge of public intoxication is presumed to be the percentage of alcohol present at the time of arrest.

*(Code of Iowa, Sec. 123.46)*

**45.03 OPEN CONTAINER ON STREETS AND HIGHWAYS.** *(See Section 62.08 of this Code of Ordinances.)*

(2) Public Parks when a special permit is granted by a city official;



## MUNICIPAL PARK POLICIES AND REGULATIONS

47.01 Reservations

47.02 Parking

47.03 Fires

47.04 Trash

47.05 Building Reservation Responsibilities

47.06 Park Hours

47.07 Alcohol Consumption

47.08 Damage

47.09 Private Property

**47.01 RESERVATIONS.** Reservations for park facilities including shelters, fields, and courts are to be made *online at [www.westbranchiowa.org](http://www.westbranchiowa.org) or in person at the Parks and Recreation Office or City Office during regular business hours: Monday - Friday, 8:00 a.m. to 4:00 p.m.* A list of park regulations must be obtained and signed by the party making the reservations.

**47.02 PARKING.** Parking is limited to designated parking areas only. Violators will be towed at the owner's expense. Absolutely no motorized vehicles are allowed on the park trails. Park access for the unloading of equipment on the grounds for functions (carnival, day camp, volleyball tournament, etc.) must be approved by the Park and Recreation Director or duly authorized City Staff.

**47.03 FIRES.** Open fires will be allowed, but limited to the designated fire receptacles. Fires must be supervised, extinguished, and cleaned up before exiting the park. Acceptable fire fuels include charcoal and wood.

**47.04 TRASH.** All park patrons are responsible for proper cleanup and disposal of their trash. Receptacles are provided for this. Glass containers are not permitted.

**47.05 BUILDING RESERVATION RESPONSIBILITIES.** Before departure, building responsibilities include: securing all doors and windows, turning off lights and water faucets, sweeping of floors, wiping down tables, and removing trash from the building as stated in Section 47.04.

**47.06 PARK HOURS.** Normal park hours are from 6:00 a.m. to 10:00 p.m. daily unless written approval has been obtained from the Park and Recreation Director or other duly authorized city official.

**47.07 ALCOHOL CONSUMPTION.** The use of alcohol in the parks is limited to beer and wine by permit only. No beer or wine is allowed without an approved permit from the West Branch Parks and Recreation Director or other duly authorized city official. No beer or wine is allowed anywhere in the park when there is a school function taking place in the park. No beer or wine is allowed in the immediate area of organized activities involving minors. No beer or wine is allowed in glass containers. Permit decisions can be deferred and appealed to the West Branch City Council.



The consumption of beer or wine in a city park is allowed under the following conditions:

- a. Prior to the proposed consumption of beer or wine, the person intending to consume beer or wine at a city park shall apply for a permit from the Parks and Recreation Director on a form supplied by the City.
- b. The Parks and Recreation Director shall review the application for consumption of beer or wine and shall approve said permit application if the following conditions are not present:
  - i. The beer or wine cannot be consumed in glass containers.
  - ii. The wine or beer will not be consumed on a date where there are scheduled activities of the school district or scheduled activities involving participants under the age of 18 years old.
  - iii. The applicant has not been previously cited for violation of this Section 47.07.
  - iv. The application is filed more than (10) days before the date of the requested permit.
- c. The consumption of alcoholic liquor is prohibited in all city parks.
- d. Any violation of this Section 47.07 can be filed as a simple misdemeanor or a municipal infraction citation.
- e. Any person aggrieved by the denial of a permit application may file written notice of appeal with the City Clerk within ten (10) days of the denial of the permit. Failure to file an appeal makes the decision final.
- f. The decision of the Council on an appeal is final unless the applicant files an action in the Iowa District Court within ten (10) days after denial of said appeal.

**47.08 DAMAGE.** Damage to the park facilities will result in an assessment for the cost of replacement materials and resulting labor.

**47.09 PRIVATE PROPERTY.** Users of park facilities shall be respectful of the private property adjacent to the park.

[The next page is 251]

## ORDINANCE 774

### ORDINANCE 774 AMENDING CHAPTERS 45 ENTITLED “ALCOHOL CONSUMPTION AND INTOXICATION”; AND CHAPTER 47 ENTITLED “MUNICIPAL PARK POLICIES AND REGULATIONS.

**WHEREAS**, the Parks and Recreation Commission has recommended to the City Council updating the City’s Policy for consumption of alcohol in public parks; and

**WHEREAS**, the City Administrator and city staff have reviewed these recommendations and have met to discuss with the City Council and devised changes to the code of ordinances that will allow consumption in municipal parks (as recommended by the Parks and Recreation Commission) with approval of a special event with a beer and wine provision and/or use permit; and

**WHEREAS**, beverages consider to be hard liquors are not permitted in parks with no exceptions; and

**WHEREAS**, intoxication is not permitted in parks with no exceptions; and

#### **NOW, THEREFORE, BE IT ORDAINED:**

1. Amendment. Chapter 45 and 47 of the Code of Ordinances of the City of West Branch, Iowa, is hereby amended and incorporated into this Ordinance by this reference.
2. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.
3. 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.
4. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

First reading: April 6, 2020

Second reading: April 20, 2020

Third Reading: May 4, 2020

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Roger Laughlin, Mayor

ATTEST:

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Redmond Jones II, City Administrator/Clerk



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	April 20, 2020
<b>AGENDA ITEM:</b>	<b>Resolution 1890</b> – Amending Resolutions 1880 and 1724, “An Agreement with Barnhart’s Custom Services LLC for Site Preparation to Include Additional Invoicing Not To Exceed \$54,000.00 for related services.
<b>CITY GOAL:</b>	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
<b>PREPARED BY:</b>	Redmond Jones, City Administrator
<b>DATE:</b>	April 15, 2020

**BACKGROUND:** The property was purchased in 1989 by Croell Redi-mix, a cement company with more than 130 locations in six states, and employs its own crew that not only pours foundations and walls but constructs plants. Croell Redi-mix operated on a four-acre parcel at 325 East Green Street which is ranged north to south between Main Street and College Street. While planning for a plant expansion at that site, the city proposed a land swap. Instead of having this industrial use expand its operations in this transitional area that exist between a celebrated historic downtown with 14 buildings on the National Historic Register, and a well-established neighborhood known for its mature tree line and eclectic housing; the city pursued a land swap that exchanged 12 acres of industrial park property for the aforementioned 4 acre site.

### Original Budget \$400,000.00

The Land Swap \$250,000 (asset yet to sale @ in the Industrial Park \$80,000)  
 Site Preparation (*Subgrade Deconstruction*) \$49,663.75 paid to date.  
 Site grading \$39,298.88 paid to date.  
 \$54,000 yet to be paid

### Remaining Balance \$7,037.37

Income yet to be realized  
 Grants \$25,000 - \$50,000  
 Land sales \$75,000 - \$161,000  
 Aggregate sales \$30,000.00 (cover cost)

**Potential Amount Recovered \$166,037 - \$248,037** (*est. 62% recaptured of original budget*)

<b>STAFF RECOMMENDATION:</b>	Approve Resolution 1890 – Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

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# Barnhart's Custom Services, L.L.C.

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PO Box 36

West Branch Iowa 52358

Office: 319-643-7230

Cell: 319-631-1101

April 6, 2020

Mr. Redmond Jones and  
West Branch City Council  
110 N Poplar  
West Branch, IA 52358

RE: Recycled Concrete

Dear Mr. Jones and Council:

The tonnage estimate for the concrete that will be recycled is 8,000 tons. Bushman Excavating is going to crush it on a per ton basis. BCS offers to buy the recycled concrete rock and fines for \$3.75/ton based on the tons that Bushman charges for. The rock is to be crushed to granular subbase which costs \$6.95/ton at River Products. However, for that price they load it and I can purchase it as I need. In this case I will have to provide the loader, labor, and upfront cost of material. Also, to make modified subbase you have to screen some of the fines out of the rock to meet the grade. This means a portion of that 8,000 tons will be 3/8" base material which River Products charges \$3.95/ton for.

I have an outlet for approximately half of the rock at this time so there is a significant chance I will not be able to sell it all this year. If it has to be moved off the property I am prepared to remove what remains to another site if need be.

I would like to pay for the recycled rock in three installments at 30, 60, and 90 days.

Sincerely,



Bruce Barnhart

BB/lh

**RESOLUTION 1724**

**A RESOLUTION APPROVING AN AGREEMENT NOT TO EXCEED \$50,000 FOR THE SERVICES OF SITE PREPARATION TO BARNHART'S CUSTOM SERVICES, LLC.**

**WHEREAS,** The property was purchased in 1989 by Croell Redi-mix, a cement company operated on a four-acre parcel at 325 East Green Street and while planning for a plant expansion at that site, the city proposed a land swap.; and

**WHEREAS,** Instead of having this industrial use expand its operations in this transitional area that exist between a celebrated historic downtown with 14 buildings on the National Historic Register, and a well-established neighborhood known for its mature tree line and eclectic housing; the city pursued a land swap that exchanged 12 acres of industrial park property for the aforementioned 4 acre site; and

**WHEREAS,** the swap is nearing to conclusion, in the meantime we can consider site preparation services to make the site more enticing to potential developers; and

**WHEREAS,** Barnhart's Custom Services, LLC. is a local business with experience in removing concrete, excavation, and site clean-up.

**WHEREAS,** Barnhart's Custom Services, LLC. has provided hourly prices for services that are not to exceed \$50,000.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of West Branch, that Authorize the City Administrator to enter into said agreement not to exceed \$50,000 with Barnhart's Custom Services, LLC for the services of site preparation for the site previously known as the Croell Redi-mix property.

\* \* \* \* \*

**Passed and approved this 25<sup>th</sup> day of June, 2018.**

  
Roger Laughlin, Mayor

ATTEST:

  
Redmond Jones II, City Administrator / City Clerk



**RESOLUTION 1882**

**AMENDING RESOLUTION 1724 AN AGREEMENT WITH BARNHART'S CUSTOM SERVICES LLC FOR SITE PREPARATION TO INCLUDE ADDITIONAL INVOICING OF \$39,298.88 FOR RELATED SERVICES.**

**WHEREAS**, The property was purchased in 1989 by Croell Redi-mix, a cement company operated on a four-acre parcel at 325 East Green Street and while planning for a plant expansion at that site, the city proposed a land swap.; and

**WHEREAS**, Instead of having this industrial use expand its operations in this transitional area that exist between a celebrated historic downtown with 14 buildings on the National Historic Register, and a well-established neighborhood known for its mature tree line and eclectic housing; the city pursued a land swap that exchanged 12 acres of industrial park property for the aforementioned 4 acre site; and

**WHEREAS**, the City Council of West Branch, Authorized the City Administrator to enter into an agreement not to exceed \$50,000 with Barnhart's Custom Services, LLC for the services of site preparation for the site previously known as the Croell Redi-mix property.


**WHEREAS**, Barnhart's Custom Services, LLC. is a local business with experience in removing concrete, excavation, and site clean-up encountered greater subgrade materials than originally anticipated including old rail road infrastructure; and,

**WHEREAS**, Barnhart's Custom Services, LLC. has provided additional invoicing for services that have exceed \$50,000, in the amount of \$39,298.88; which includes above grade deconstruction of \$1,900 and sub grade deconstruction of \$37,398.88; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Branch, that the City Administrator is authorized to pay the requested invoicing from Barnhart's Custom Services, LLC in the amount of \$39,298.88 for the services of deconstruction / site preparation for the site previously known as the Croell Redi-mix property.

\* \* \* \* \*

**Passed and approved this 16<sup>th</sup> day of March, 2020.**

  
Colton Miller, Mayor Pro Tem

ATTEST:  
  
Redmond Jones II, City Administrator / City Clerk

## CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered this 25 day of June, 2018, by and between the City of West Branch, Iowa, 110 N. Poplar, West Branch, Iowa 52358, hereinafter referred to as "CITY;" and Barnhart's Custom Services, LLC, 412 E. Main Street, West Branch, Iowa 52358, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the City has entered into an agreement to acquire the former Croell site at 325 E. Green Street; and

WHEREAS, the City Council has heretofore deemed it necessary and desirable to remove debris and buildings and crush the existing concrete into gravel for possible sale in order to "clean-up" the site for future redevelopment (the "Services"); and

WHEREAS, the CONTRACTOR has submitted a proposal to perform the Services; and

WHEREAS, the CONTRACTOR is qualified and capable of providing the Services according to the schedule listed below; and

WHEREAS, it is now necessary and appropriate to memorialize the agreement between the CITY and the CONTRACTOR as follows:

NOW, THEREFORE, THE CITY AND THE CONTRACTOR, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW.

### I. SCOPE OF SERVICES.

The CONTRACTOR shall perform in a timely and satisfactory manner, the Services set forth in **Exhibit "A."**

### II. TIME OF COMPLETION.

The CONTRACTOR shall complete the Services in an expeditious manner.

### III. GENERAL TERMS AND PROVISIONS.

A. The CONTRACTOR shall not commit any of the following employment

practices in connection with or while rendering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the CONTRACTOR in connection with the Project. Upon request, the CONTRACTOR shall provide CITY with a copy of the relevant provisions of any agreement entered into by the CONTRACTOR and a subcontractor in connection with the Project to confirm to the satisfaction of 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, sexual orientation or gender identity.
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, sexual orientation or gender identity.

B. CITY may terminate this Agreement, with or without cause, upon 7 days written notice thereof. In the event that CITY does so terminate this Agreement, the CONTRACTOR shall be paid for all work and services performed up to the time of said termination upon submission to CITY of a final billing statement and review and approval thereof by the City Council at the next regularly scheduled 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 ArenaCo terminates this Agreement with cause, CITY may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Services in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the CONTRACTOR, without the express written consent of CITY.

D. It is hereby expressly acknowledged and agreed by both parties hereto that the engagement of the CONTRACTOR by 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 CITY has first obtained the written approval of same from CITY; and further provided that, should the CONTRACTOR so engage subcontractors under the terms of this Subparagraph III(E), the CONTRACTOR shall be solely responsible for compensating any such subcontractors.

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



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 Coralville City Code of Ordinances.

G. CONTRACTOR shall provide and maintain insurance throughout said Project in the following minimum amounts:

1. Workman's Compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any of the obligations under this Agreement
2. Commercial liability and property damage liability insurance covering all operations under the Agreement, limits for bodily injury or death not less than one million dollars (\$1,000,000.00) for one person and two million dollars (\$2,000,000.00) for each accident; for property damage not less than one million dollars (\$1,000,000.00) for each accident and two million dollars (\$2,000,000.00) aggregate during such policy period. Said insurance shall name CITY as an Additional Insured under the policy.
3. Automobile liability insurance on all self-propelled vehicles used in connection with the Agreement, whether its own, non-owned or hired; public liability limits of not less than five hundred thousand dollars (\$500,000.00) for one person and one million dollars (\$1,000,000.00) for each accident; property damage limit of two hundred fifty thousand dollars (\$250,000.00) for each accident or a combined single limit of one million dollars (\$1,000,000.00).

Upon request by CITY, the CONTRACTOR shall submit a certificate of insurance evidencing the coverage listed above. All coverage shall not be cancellable without thirty (30) days written notice to CITY.

#### IV. COMPENSATION FOR SERVICES.

CITY shall compensate the CONTRACTOR for the Services rendered under this Agreement for a total fee not to exceed \$50,000.00. CONTRACTOR expressly agrees that it will not be paid for any Services performed if the value of the Services exceeds \$50,000.00. In the event that the crushed materials can be sold prior to final completion of the Services, the CITY will receive a credit in the amount of sale price against the price for the Services. Said total fee shall be paid by CITY on a monthly basis (if applicable) to the CONTRACTOR upon (a) receipt by CITY from the CONTRACTOR of a billing statement or invoice therefor, and (b) review and approval thereof by the City Council at its next regularly meeting.

All crushed materials shall be stored on site and shall become the property of the CITY after payment of the Services has been rendered to CONTRACTOR.

V. INDEMNIFICATION.

A. The CONTRACTOR agrees to fully indemnify, defend, save and hold the CITY, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the acts, errors or omissions of the CONTRACTOR, its officers, representatives, agents, contractors, subcontractors or employees in connection with the provision of Services under this Agreement.

VI. SURVIVAL.

All express representations or indemnifications made in or given in this Agreement shall survive the completion of the construction services to be rendered by the CONTRACTOR hereunder or the termination of this Agreement for any reason.

VII. 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 Johnson 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.

VIII. 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.

IX. SEVERABILITY.

If any section, subsection, term or provision of this Agreement (inclusive of Exhibits) or the application thereof is in conflict with any other section, subsection, term or provision of this Agreement (inclusive of Exhibits) or the application thereof, the section, subsection, term or provision placing the more stringent duty, obligation, responsibility or requirement on the CONTRACTOR shall control. If any section, subsection, term or provision of this Agreement or the application thereof to the CONTRACTOR, 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 CONTRACTOR, CITY or particular circumstances other than that 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.

X. 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.

XI. FINAL AGREEMENT.


Both the CONTRACTOR and CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the construction services to be rendered by the CONTRACTOR to CITY in connection with the Services rendered, 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 CONTRACTOR and 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:

**CONTRACTOR:**  
**Barnhart's Custom Services, LLC**

By:   
Bruce Barnhart Owner  
Print name and title

**CITY:**

By:   
Roger Laughlin, Mayor

ATTEST:

  
Redmond Jones II, City Adm./Clerk



EXHIBIT "A"

PLANS & SPECIFICATIONS OF THE SERVICES

## Barnhart's Custom Services, L.L.C.

PO Box 36

West Branch Iowa 52358

Office: 319-643-7230

Cell: 319-631-1101

May 30, 2018

Mayor Laughlin

West Branch City Council

RE: Croell Site

I met with Mayor Laughlin and Public Works Director Matt Goodale on May 21, 2018 to discuss options and come up with a possible plan to clean up the Croell Redi-Mix site.

As I stated to the Council at the meeting later that evening, the difficulty with bidding a site like this is there are so many unknowns and concrete structures that have been covered up or more concrete just put on top of them. This has been a railroad and industrial area for well over 100 years. In addition to what is visible on the surface I know there is a row of concrete silos, probably around six on the south end of the property, that have their bases still in place. There is probably a concrete rail dump adjacent to them that is covered up. In the middle of the property there was an old grain elevator complex that burned down that had a pit, building foundations, ramps, retaining walls, and at least two exterior grain bins associated with it. There may also be a rail dump pit. This has all been covered up with concrete washout and fill and a concrete cap poured on the top. On the north end of the property, where the current rock bins are, there used to be retaining walls and the concrete trucks would actually load on the lower level where the railroad tracks were. There was also a pit and leg for elevating the rock to the cement plant. This has all been filled with either concrete, concrete washout, or rubble and then had more concrete poured on top of it to build the space for the Croell concrete plant.

In our discussion that day, we thought the most logical way forward would be to consider breaking the project up into multiple phases. The first phase would be remove, process, and stockpile the concrete for possible crushing and recycling. The second would be to either crush the concrete and have it available for City projects or sell it to contractors, and third would be to grade the site. Grading could also be done second and the crushing done last.

At the time of our meeting we did not know what kind of quantities there would be or if it would be cost effective to bring in a concrete crusher. After measuring the visible concrete and looking at old photographs which tell me where the coal silos and grain bins were and how many, I have an estimate of approximately 6,800 tons of concrete. In addition to that, I would estimate that there could possibly be a minimum of another 2,000 tons that is buried or poured over.

Mayor Laughlin and West Branch City Council

Page 2

I have made contact with Bushman Excavating which does concrete recycling. They have a \$14,000.00 minimum. This would include \$4,000.00 for mobilization and 1,000 tons of crushing at \$10.00/ton. Anything over 1,000 tons would be at \$10.00/ton. This would assume that the concrete is in a pile and has been processed and sorted for crushing. By crushing the material that would save a minimum of 630 dump truck loads of concrete being hauled somewhere for disposal.

To begin this process I would propose doing the concrete removal and clean up on a per hour basis, with a "not to exceed" number. We have the proper equipment to do a job such as this consisting of multiple excavators with thumbs, but more importantly the attachments to go with the excavators to break up and process the concrete, which include a hydraulic breaker/hammer and a hydraulic concrete pulverizer; an off-road haul truck to haul the concrete to a common stockpile area; and a bulldozer to grade the site.

The rates for the equipment on a per hour basis would be:

- PC290 Excavator with thumb - \$195.00/hour
- PC290 Excavator with hydraulic concrete pulverizer - \$350.00/hour
- PC200 Excavator with thumb - \$155.00/hour
- PC200 Excavator with hydraulic breaker - \$225.00/hour
- John Deere 250D Off Road Truck - \$150.00/hour
- John Deere 850J Dozer - \$155.00/hour
- Labor - \$55.00/hour (for cutting or torching steel, if needed)

These machines would not all be used at the same time, but the advantage to having multiple excavators on site is not having to switch buckets and attachments. We can go from exposing concrete, breaking and pulverizing, and loading by just having operators switch machines and not switching buckets and attachments on and off.

This is our first year for having the concrete pulverizer and used it in conjunction with our hydraulic breaker to break up and process the foundations of an old fertilizer plant for Cedar County Coop. We also worked with Chris Jones Trucking on a project at the University of Iowa to demolish Seashore Hall and used the same combination of equipment to break up and process that building's foundation and retaining walls. An advantage of the concrete pulverizer is it can break the concrete off any rebar or metal and the metal can be recycled. This recycled metal can be sold for additional income and also keeps the recycled concrete free of metal contamination, which makes the recycled aggregate more valuable.

The approach I would recommend is starting with the areas with the most unknowns and the hardest to remove concrete, which would consist of the area around the concrete rock bins, concrete plant, area over the old grain elevator, and the old coal silo bases. Then depending on how much money was spent we could keep going on the driveway and flat work areas. That way if funds do not allow the entire concrete removal portion to be completed we

## Existing Resolution and Agreement

Mayor Laughlin and West Branch City Council

Page 3

have finished the most difficult and unknown portions and the remaining flat work would be easier to remove and to estimate those costs.

I did not include the two existing buildings in the beginning work because before they can be demolished they would first have to be inspected for asbestos, and if any is found, abated. The abatement contractor has to file a 10 day notice with the Iowa DNR before abatement can start and then the demo contractor has to file an additional 10 day notice with the Iowa DNR before demolition can begin. I did include the floor and foundation of both buildings in the concrete quantity estimates for the whole project stated above.

I would be happy to discuss possible options with the Council and/or City staff.

Sincerely,



Bruce Barnhart

BB/lh

THE ABOVE PROPOSAL AS STATED NOT TO EXCEED \$50,000.00 FOR CONCRETE REMOVAL, BREAKING, PROCESSING, STOCKPILING, AND PREPARATION FOR FUTURE RECYCLING.

ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018 BY:

CITY OF WEST BRANCH

BARNHART'S CUSTOM SERVICES

\_\_\_\_\_  
ROGER LAUGHLIN, MAYOR

\_\_\_\_\_  
BRUCE BARNHART

\_\_\_\_\_  
REDMOND JONES, CITY ADMINISTRATOR





Work paid – Subgrade Deconstruction

BARNHART'S CUSTOM SERVICES, L.L.C.  
P.O. BOX 36  
WEST BRANCH, IA 52358

Invoice

DATE	INVOICE #
3/5/2020	8504

BILL TO
City of West Branch P.O. Box 218 West Branch, IA 52358

			TERMS
			Due on receipt
DESCRIPTION	QUANTITY	RATE	AMOUNT
WORK AT CROELL SITE TO REMOVE CONCRETE AND FOUNDATIONS; SORT MISCELLANEOUS DEBRIS; PREP, SIZE, AND PILE CONCRETE FOR FUTURE CRUSHING AS DESCRIBED IN PROPOSAL TO CITY DATED MAY 30, 2018. LOCATE AND CUT FIBER OPTIC LINE TO OLD SHOP; LOCATE AND PHYSICALLY CUT AND CAP WATER SERVICE TO OLD CEMENT PLANT; REMOVE OLD RAILROAD SIDING; HAUL RAILS TO DURANT FOR RECYCLING; HAUL TIES TO CEDAR COUNTY TRANSFER STATION OR IOWA CITY LANDFILL; HAND PICK UP TRASH AND DEBRIS FROM SITE; GRADE SITE TO DRAIN. WORK PERFORMED 2/6/20 - 3/3/20			
PC200 Excavator w/Thumb	112	155.00	17,360.00
PC200 Excavator with Breaker	24.5	225.00	5,512.50
John Deere 250D Off Road Truck	6	150.00	900.00
750J Dozer	29.5	155.00	4,572.50
PC200 Excavator with Pulverizer	17.5	300.00	5,250.00
Tandem Dump Truck - BCS #1	11	90.00	990.00
Tandem Dump Truck - BCS #2	21	90.00	1,890.00
Vac Trailer	2	140.00	280.00
Labor to assist vaccing	2	55.00	110.00
Mini Excavator	3	130.00	390.00
Labor to assist dig up water line	3	55.00	165.00
Labor to pick up trash and clean site	6	55.00	330.00
THANK YOU FOR YOUR BUSINESS!		<b>Total</b>	

Phone #
319-643-7230

Work paid – Subgrade Deconstruction

BARNHART'S CUSTOM SERVICES, L.L.C.  
P.O. BOX 36  
WEST BRANCH, IA 52358

Invoice

DATE	INVOICE #
3/5/2020	8504

BILL TO
City of West Branch P.O. Box 218 West Branch, IA 52358

			TERMS
			Due on receipt
DESCRIPTION	QUANTITY	RATE	AMOUNT
Landfill Fee - Iowa City - railroad ties and debris - per ton	8.21	50.35079	413.38
Roll Off Truck - place container and dump at Iowa City Landfill	2.5	115.00	287.50
Landfill Fee - Cedar County - two loads of ties - per yard (21,000 pounds for both loads) - hauled by BCS, included in above trucking.	40	16.50	660.00
Landfill Fee - Cedar County - one load of ties - per yard (16,900 pounds of ties) - hauled by BCS, included in above trucking.	20	16.50	330.00
Subtotal			39,440.88
Credit for re-bar and gasline scrap value		-342.00	-342.00
Credit for railroad rail scrap value		-1,700.00	-1,700.00
THANK YOU FOR YOUR BUSINESS!			<b>Total</b> \$37,398.88

Phone #
319-643-7230

A finance charge of 1.5% (18% Annual Rate)  
will be charged monthly on any unpaid balance.



Work paid – Above grade Deconstruction

BARNHART'S CUSTOM SERVICES, L.L.C.  
P.O. BOX 36  
WEST BRANCH, IA 52358

## Invoice

DATE	INVOICE #
3/5/2020	8505

BILL TO
City of West Branch P.O. Box 218 West Branch, IA 52358

			TERMS
			Due on receipt
DESCRIPTION	QUANTITY	RATE	AMOUNT
2/18/20 DEMO WAREHOUSE BUILDING AT CROELL RED-MIX SITE - PER BID.  HAULED TWO 20 YARD LOADS TO CEDAR COUNTY TRANSFER STATION WEIGHING A TOTAL OF 8,540 POUNDS; HAULED TWO 15 YARD LOADS TO CEDAR COUNTY TRANSFER STATION WEIGHING A TOTAL OF 7,840 POUNDS.		1,900.00	1,900.00
		<b>Total</b>	\$1,900.00

A finance charge of 1.5% (18% Annual Rate)  
will be charged monthly on any unpaid balance.

Phone #
319-643-7230

## **RESOLUTION 1890**

### **AMENDING RESOLUTION 1880 AND 1724 “AN AGREEMENT WITH BARNHART’S CUSTOM SERVICES LLC” FOR SITE PREPARATION TO INCLUDE ADDITIONAL INVOICING NOT TO EXCEED \$54,000.00 FOR RELATED SERVICES.**

**WHEREAS**, The property was purchased in 1989 by Croell Redi-mix, a cement company operated on a four-acre parcel at 325 East Green Street and while planning for a plant expansion at that site, the city proposed a land swap.; and

**WHEREAS**, Instead of having this industrial use expand its operations in this transitional area that exist between a celebrated historic downtown with 14 buildings on the National Historic Register, and a well-established neighborhood known for its mature tree line and eclectic housing; the city pursued a land swap that exchanged 12 acres of industrial park property for the aforementioned 4 acre site; and

**WHEREAS**, the City Council of West Branch, Authorized the City Administrator to enter into an agreement with amendments that totals to date \$88,962.63 with Barnhart’s Custom Services, LLC for the services of site preparation for the site previously known as the Croell Redi-mix property;

**WHEREAS**, Barnhart’s Custom Services, LLC. is a local business with experience in removing concrete, excavation, and site clean-up encountered greater subgrade materials than originally anticipated including old rail road infrastructure; and,

**WHEREAS**, Barnhart’s Custom Services, LLC has provided an additional amendment to his contract to the City for services to recycle concrete; which is intended not to exceed \$54,000; and

**WHEREAS**, this agreement also includes an anticipated purchase of concrete from the City of West Branch for \$3.75 per ton with at least 8000 tons estimated on the site (an estimate of \$30,000 to be paid to the city). This agreement also includes an obligation of Barnhart’s Custom Services, to have verifiable weight tickets; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Branch, that the City Administrator is authorized to pay the requested invoicing from Barnhart’s Custom Services, LLC in the amount not to exceed \$54,000.00 for concrete recycle services related to preparation for the site previously known as the Croell Redi-mix property.

**Passed and approved this 20<sup>th</sup> day of April, 2020.**

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Roger Laughlin, Mayor

ATTEST:

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Redmond Jones II, City Administrator / City Clerk



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	April 20, 2020
<b>AGENDA ITEM:</b>	<b>Resolution 1888</b> – Resolution establishing a new capital fund to pay for a new capital project related to widening I-80.
<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
<b>PREPARED BY:</b>	Gordon R. Edgar, Finance Officer
<b>DATE:</b>	April 15, 2020

### BACKGROUND:

The City of West Branch has to pay for a project to relocate a water main on the west side of West Branch. This is related to the widening of I-80. The City of West Branch will be reimbursed by the Iowa Department of Transportation but will have to file reimbursement requests.

<b>STAFF RECOMMENDATION:</b>	Approve Resolution 1888 / Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

*"Turning Vision into Reality is our Business"*

**RESOLUTION 1888**

**A RESOLUTION ESTABLISHING A NEW FUND**

**WHEREAS**, the City Council of the City of West Branch, Iowa is planning to complete capital projects and funds for these capital projects must be established.

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

**Section 1.** A capital project fund for the I-80 West, Water Main Relocation Project (Fund 323) is hereby created.

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

**PASSED AND APPROVED, this 20th day of April, 2020.**

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Roger Laughlin, Mayor

ATTEST:

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Gordon R. Edgar, Deputy City Clerk



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	April 20, 2020
<b>AGENDA ITEM:</b>	<b>Discussion Item:</b> Consider Discontinuing Our “2019-2020 High Priority Goal” to Install Asphalt Shoulder on West Main Street (Due to the School District Construction Plans).
<b>CITY GOAL:</b>	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
<b>PREPARED BY:</b>	Redmond Jones, City Administrator
<b>DATE:</b>	April 15, 2020

### BACKGROUND:

*“2019 – 2020 Goal Setting Exercise”*

### TOP

- Downstream Widening (24)
- ✓ Cubby Park – Additional Operation Resources (12)
- ~~• Downtown Sidewalks Phase 5 (11)~~
- ~~• East Side Water Main Investment (11)~~
- Creek Maintenance (11)

### HIGH

- ✓ Police Department Squad Car (8)
- Asphalt Shoulder on West Main Street (7) ???
- ✓ Police Department Reporting Software (7)
- North Maple Street – Curb and Gutter (7)
- Planning Alternative Wastewater and Wetland Research Park (6)
- ✓ 2020 1-ton Dump Box and Snow Plow (6)

### MODERATE

- Spring and Fall Cleanup Days (5)
- ✓ Renew Building Incentive Program (5)

- ~~• Orange Street between 4<sup>th</sup> and 5<sup>th</sup> (5)~~
- Greenview Connection (4)
- Washing North Water Tower (4)
- ✓ Trees Forever Grant Project (4)
- Splash Pad Funding / Contribution to the Fund(3)
- ✓ Beranek Park Parking Lot Improvements (2)
- ✓ Additional Town Hall Improvements (2)
- Wayfinding Signage for the Industrial Park (1)
- Overlay One Alley (1)
- ✓ Christmas Past – Carriage Rides Funding (1)
- ✓ CDG Funding and Coordinating / Festivals (1)
- ~~• Music on the Green Funding (1)~~

<b>STAFF RECOMMENDATION:</b> Seeking Feedback / Direction
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<b>REVIEWED BY CITY ADMINISTRATOR:</b>
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<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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*"Turning Vision into Reality is our Business"*





## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	April 20, 2020
<b>AGENDA ITEM:</b>	<b>Resolution 1891</b> – Resolution Approving the Site Plan for Cedar’s Edge Golf Course Club House, 3 Ember Lane, West Branch, IA.
<b>CITY GOAL:</b>	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
<b>PREPARED BY:</b>	Leslie Brick, Deputy City Clerk
<b>DATE:</b>	April 15, 2020

### BACKGROUND:

Jerry Sexton, owner of Cedar’s Edge Golf Course would like to reconstruct a club house on the golf course that was demolished two years ago. Sexton has submitted a building permit for the new building but by Code, required to submit a Site Plan for the project.

The proposed site plan for the property has been reviewed by staff, City Engineer, Zoning Administrator and the Planning & Zoning Commission.

The Planning & Zoning Commission approved this Site Plan on April 14, 2020 at a special Planning & Zoning Commission meeting.

<b>STAFF RECOMMENDATION:</b>	Approve Resolution 1891 / Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

*"Turning Vision into Reality is our Business"*

[illegible]

THE PROPOSED IMPROVEMENTS INCLUDED IN THESE DRAWINGS HAVE BEEN DESIGNED IN ACCORDANCE WITH CITY OF WEST BRANCH REQUIREMENTS AND THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), LATEST ADDITION, UNLESS NOTED OTHERWISE ON THE PLANS.

NONE

FIGURE	TITLE
3010.101	TRENCH BEDDING AND BACKFILL ZONES
3010.103	FLEXIBLE GRAVITY PIPE TRENCH BEDDING
4010.201	SANITARY SEWER SERVICE STUB
4040.231	SUBDRAINS
4040.233	SUBDRAIN OUTLETS
5010.101	THRUST BLOCKS
5010.102	TRACER SYSTEM
5010.901	MINIMUM CLEARANCE BETWEEN WATER SERVICE AND STRUCTURE
5020.201	FIRE HYDRANT ASSEMBLY
6010.301	CIRCULAR SANITARY SEWER MANHOLE
6010.401	CIRCULAR STORM SEWER MANHOLE
6010.508	SINGLE OPEN-THROAT CURB INTAKE, LARGE BOX
6010.601	CASTINGS FOR SANITARY SEWER MANHOLES
6010.602	CASTINGS FOR STORM SEWER MANHOLES
9040.102	FILTER BERM AND FILTER SOCK
9040.104	ROLLED EROSION CONTROL INSTALLATION - CHANNEL
9040.119	SILT FENCE
9040.120	STABILIZED CONSTRUCTION ENTRANCE

**DEVELOPER:**

SEXTON CONSTRUCTION  
192 HILLTOP CIRCLE  
WEST BRANCH, IA 52358

SEXTON CONSTRUCTION  
192 HILLTOP CIRCLE  
WEST BRANCH, IA 52358

TBD

**SCOPE OF WORK:**  
CONSTRUCTION OF A CLUB HOUSE TO REPLACE THE PREVIOUSLY DEMOLISHED CLUB HOUSE.  
CONSTRUCTION OF A NEW CLUB HOUSE BUILDING AND ASSOCIATED PAVING AND INFRASTRUCTURE IMPROVEMENTS.

MICHAEL WELCH  
AXIOM CONSULTANTS, LLC  
60 E COURT STREET, UNIT 3  
IOWA CITY, IOWA 52240-3833  
PHONE: 319-519-6220  
mwelch@axiom-con.com

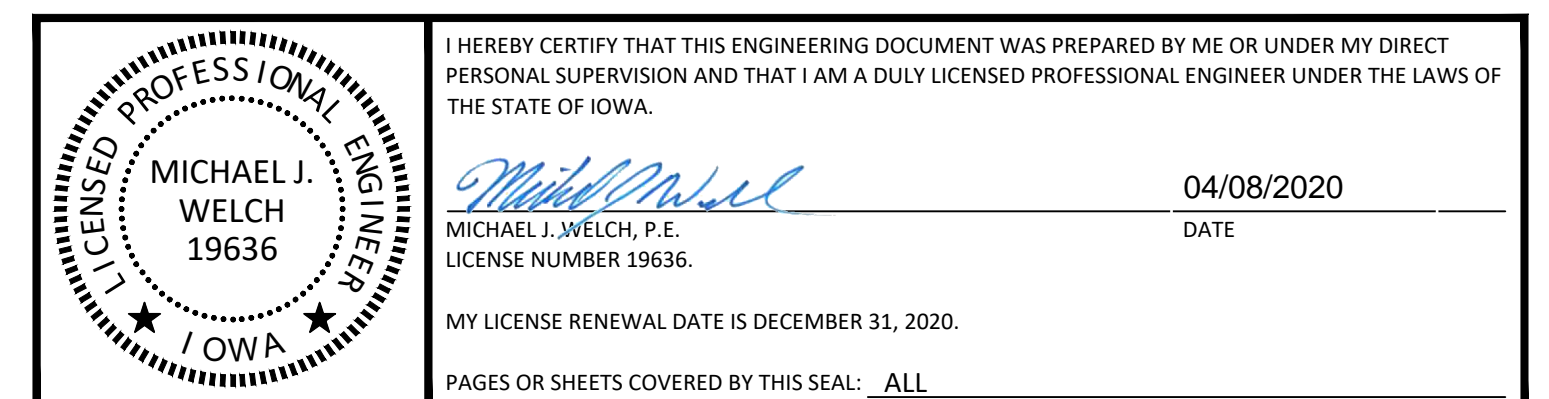
LANDSCAPE AND OPEN SPACE  
OWNER REQUESTS A WAIVER FROM THE CITY OF WEST BRANCH LANDSCAPE AND OPEN SPACE REQUIREMENTS BASED ON THE NATURE OF THE PROPERTY AND THE NUMBER OF EXISTING TREES AND AMOUNT OF OPEN SPACE ALREADY PRESENT ON SITE. DEVELOPER TO LANDSCAPE SITE SPECIFICALLY FOR EVENT CENTER USE AND OUTDOOR PHOTOGRAPHY.

ALLIANT ENERGY  
LAURA BARR  
(319) 286-1315

LINN COUNTY REC  
JOHNA NUNEMAKER  
(319) 377-1587  
NUNEMAKER@LINNCOUNTYREC.COM

IOWA COMMUNICATIONS NETWORK (ICN)  
SHANNON MARLOW  
(515) 725-4402  
SHANNON.MARLOW@IOWA.GOV

CITY OF WEST BRANCH  
MATT GOODALE  
(319) 643-5888  
WBCITY@NETINS.NET

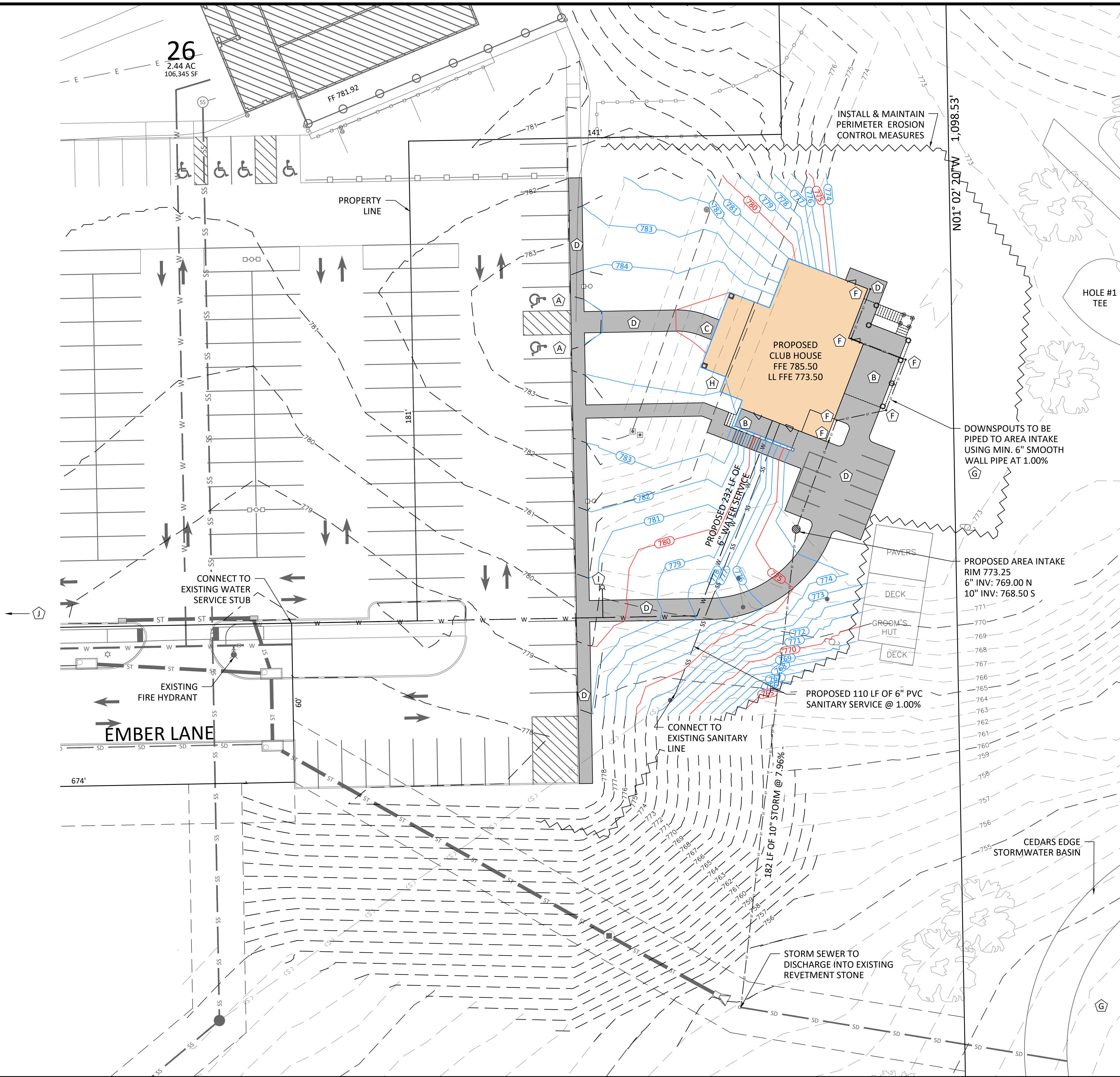


COVER SHEET		CEDARS EDGE CLUB HOUSE WEST BRANCH		CITY REVIEW		DRAWING LOG	
SHEET NUMBER:	PROJECT NO.:	PROJECT MANAGER:	CLIENT NAME:	DATE ISSUED:	CURRENT REV.:	REV.	DESCRIPTION OF CHANGES
CO.00	18-0013	BOELK	SEXTON CONSTRUCTION	APRIL 8, 2020			



SITE PLAN KEYNOTES:

- A ACCESSIBLE STALL WITH SIGN - VAN ACCESSIBLE SPACE
- B MAIN LEVEL DECK - REFER TO ARCHITECTURAL PLANS
- C CLUBHOUSE ENTRANCE - MAIN LEVEL  
MAINTAIN ADA COMPLIANT CONDITIONS
- D PROPOSED CONCRETE WALK
- E PROPOSED ELECTRICAL TRANSFORMER. COORDINATE SIZE AND FINAL LOCATION  
WITH MEP PLANS AND UTILITY COMPANY
- F DOWNSPOUT LOCATION. COORDINATE SIZE AND FINAL LOCATION WITH  
ARCHITECTURAL PLANS.
- G SITE RUNOFF TO BE DIRECTED TO STORM WATER BASIN PERMITTED AND  
CONSTRUCTED AS PART OF CEDARS EDGE DEVELOPMENT
- H FIRE DEPARTMENT CONNECTION (FDC). REFER TO ARCHITECTURAL PLANS
- I HYDRANT MUST BE WITHIN 100' OF FDC.
- J TRASH COLLECTION FACILITIES TO BE SHARED WITH ADJACENT PROPERTY AND  
LOCATED AT SW CORNER OF ADJACENT PARKING LOT



ENGINEER:  
  
WWW.AXIOM-CON.COM | (319) 519-6220

REV	DATE	DESCRIPTION OF CHANGES

ISSUED FOR:  
CITY REVIEW

DATE ISSUED:  
APRIL 8, 2020

PROJECT NAME:  
CEDARS EDGE CLUB HOUSE  
WEST BRANCH

CLIENT NAME:  
SEXTON CONSTRUCTION

SHEET NAME:  
SITE AND UTILITY PLAN

SHEET NUMBER:  
C2.00

PROJECT NO.:  
18-0013

PROJECT MANAGER:  
BOELK

010'02'20"W 1,098.53'

HOLE #1  
TEE

INSTALL & MAINTAIN  
PERIMETER EROSION  
CONTROL MEASURES

PROPOSED CLUB HOUSE  
FFE 785.50  
LL FFE 773.50

PROPOSED 232 LF OF  
6" WATER SERVICE

CONNECT TO  
EXISTING WATER  
SERVICE STUB

EXISTING  
FIRE HYDRANT

EMBER LANE

674'

PROPERTY LINE

PAVERS  
DECK  
GROOM'S  
HUT  
DECK

PROPOSED AREA INTAKE  
RIM 773.25  
6" INV: 769.00 N  
10" INV: 768.50 S

PROPOSED 110 LF OF 6" PVC  
SANITARY SERVICE @ 1.00%

CONNECT TO  
EXISTING SANITARY  
LINE

182 LF OF 10" STORM @ 7.96%

STORM SEWER TO  
DISCHARGE INTO EXISTING  
REVTMENT STONE

CECARS EDGE  
STORMWATER BASIN

26  
2.44 AC  
106,345 SF

FF 781.92

141'

781'

782'

783'

784'

785'

786'

787'

788'

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996'

997'

998'

999'

1000'

Apr 08, 2020 - 4:43pm S:\PROJECTS\180013\05 Design\Civil-Survey\Sheets\Clubhouse Ph 6\180013-Ph\_6 - C2.00.dwg

**RESOLUTION 1891**

**A RESOLUTION APPROVING THE SITE PLAN FOR CEDAR’S EDGE GOLF COURSE  
CLUB HOUSE, 3 EMBER LANE, WEST BRANCH, IOWA**

**WHEREAS**, Jerry Sexton (owner), has heretofore submitted a proposed Site Plan to reconstruct a golf course club house on the property at 3 Ember Lane, (formerly known as 19 Greenview Lane), West Branch, Iowa (the “Project”); and

**WHEREAS**, said Site Plan (See Exhibit A) has heretofore been reviewed by City Staff and 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**, the City Council reviewed the Site Plan and agreed approval; 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 Agreement for the Project be and the same are hereby accepted and approved.

\* \* \* \* \*

**Passed and approved this 20th day of April, 2020.**

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Roger Laughlin, Mayor

ATTEST:

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Leslie Brick, Deputy City Clerk



## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b>	April 20, 2020
<b>AGENDA ITEM:</b>	<b>Resolution 1893</b> – Resolution approving that certain Easement Agreement with the Fobian Brothers in connection with the College Street Bridge Project.
<b>CITY GOAL:</b>	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
<b>PREPARED BY:</b>	Kevin Olson, City Attorney
<b>DATE:</b>	April 15, 2020

### BACKGROUND:

This easement was requested as part of the DOT audit to correct a drainage issue that came up during the project which allowed water to enter the grain bins.

As part of the project, the City installed some storm sewer improvements to ensure that the water would not enter the grain bins, and in exchange the Fobian Brothers granted an easement to the City for those improvements, that easement coming at no cost to the City.

The easement can also be vacated by the City should the Fobian Brothers decide to redevelop the site or the grain bins are destroyed as the bins are a non-conforming use. This easement satisfies the request by the DOT to allow us to close out the project.

<b>STAFF RECOMMENDATION:</b>	Approve Resolution 1893 / Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>	
<b>COUNCIL ACTION:</b>	
<b>MOTION BY:</b>	
<b>SECOND BY:</b>	

*"Turning Vision into Reality is our Business"*



**Preparer****Information:** Kevin OlsonNameStreet AddressCity,State,ZipArea Code-Phone**When Recorded Return to:**City of West Branch 110 North Poplar Street PO Box 218West Branch, Iowa 52358319-643-5888NameStreet AddressCity,State,ZipArea Code-Phone**EASEMENT**

**KNOW ALL PERSONS BY THESE PRESENTS** that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF WEST BRANCH, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a bridge, roadway, sidewalk and storm sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees. In the event that the Grantor's property is redeveloped and the storm sewer is no longer needed as part of said redevelopment, the storm sewer can be abandoned and the City will vacate the easement as part of the redevelopment process.



3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed. The City shall maintain the concrete storm sewer area intake and the storm sewer between the concrete storm sewer area intake and College Street. The Grantor shall be responsible for maintenance of the storm sewer between the concrete area intake and the intake installed adjacent to the existing grain bins.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area, except as outlined in Paragraph 4 above.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns. In the event that the Grantor's property is redeveloped and the storm sewer is not needed for the redevelopment, the storm sewer can be abandoned and the City will vacate said easement.

9. **CONSENT AND SUBORDINATION OF MORTGAGE HOLDER.** Hills Bank and Trust Company is the holder of a Real Estate Mortgage dated February 17, 2015, and recorded February 25, 2015, in Book 1256 on Pages 245-260 of the Cedar County records. By signing this Agreement, Hills Bank and Trust Company, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
10. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

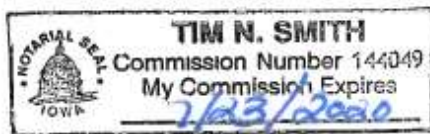
Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 31<sup>st</sup> day of March, 2020

Fobian Brothers



By [Signature]  
Name: Kenneth W Fobian  
Title: Owner - Partner

Appropriate Notary Added Here (for Grantor)

Consented to by Hills Bank Trust Co.



By [Signature]  
Name: Tim W. Smith  
Title: SVP

Appropriate Notary Added Here (for Mortgagee)

**ACCEPTANCE BY CITY**

STATE OF IOWA            )  
                                      ) SS  
COUNTY OF                )

I, \_\_\_\_\_, City Clerk of the City of West Branch, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of West Branch by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and this certificate is made pursuant to authority contained in said Resolution.

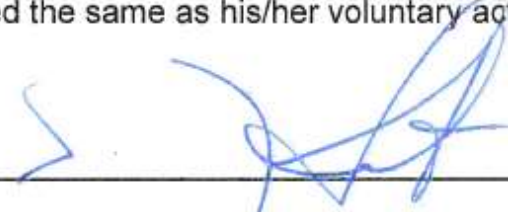
Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Clerk of West Branch, Iowa

State of Iowa            )  
                                  )ss:  
Johnson County        )

On this 1st day of April, 2020, before me, the undersigned, a Notary Public In and for said county and state, personally appeared Kenneth W Fobian to me personally known, to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.




  
\_\_\_\_\_  
Notary Public in and for the State of Iowa

State of Iowa            )  
                                  )ss:  
Johnson County        )

On this 1st day of April, 2020, before me, the undersigned, a Notary Public In and for said county and state, personally appeared Tim N. Smith, to me personally known, who being by me duly sworn, did say that they are the Senior Vice President of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Tim N. Smith as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.



  
\_\_\_\_\_  
Notary Public in and for the State of Iowa

**RESOLUTION 1893**

**RESOLUTION APPROVING THAT CERTAIN EASEMENT AGREEMENT WITH THE  
FOBIAN BROTHERS IN CONNECTION WITH THE COLLEGE STREET BRIDGE  
PROJECT.**

**WHEREAS**, in accordance with a request from the Iowa Department of Transportation, the City Attorney and City Engineer negotiated an easement with Fobian Brothers, an Iowa general partnership, in connection with the College Street Bridge Project; and

**WHEREAS**, it is now necessary to approve said easement agreement.

**NOW, THEREFORE**, It Is Resolved by the Council of the City of West Branch, Iowa, that the aforementioned easement agreement with the Fobian Brothers is hereby accepted and approved. Further, the City Clerk is hereby directed to record a copy of said easement agreement in the Office of the Cedar County Recorder's Office.

**Passed and approved this 20th day of April, 2020.**

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Roger Laughlin, Mayor

ATTEST:

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Redmond Jones II, City Administrator/Clerk





## REQUEST FOR COUNCIL CONSIDERATION

<b>MEETING DATE:</b> April 20, 2020	
<b>AGENDA ITEM:</b>	<b>Resolution 1892</b> – A Resolution Approving the Preliminary Plat of Parkside Hills, West Branch, Iowa. .
<b>CITY GOAL:</b>	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
<b>PREPARED BY:</b>	Kevin Olson, City Attorney
<b>DATE:</b>	April 20, 2020

### BACKGROUND:

The property is located immediately east of 401 Parkside Drive (the BP Station). The applicant's intention is to develop the property for: senior living, commercial, a pocket neighborhood portion, as well as multi-family housing and storage facilities for residents and the West Branch population.

The property is surrounded by commercial on the west, residential on the north and agricultural on the west side. The east bound I-80 exit ramp is its southern border. Access to the site will be off of S. 2<sup>nd</sup> Street and immediately north of the existing BP station.

The developer is requesting approval of their preliminary plat with the understanding that a developer agreement will soon be brought forward, which will spell out the terms of a turn lane that will be done for this project.

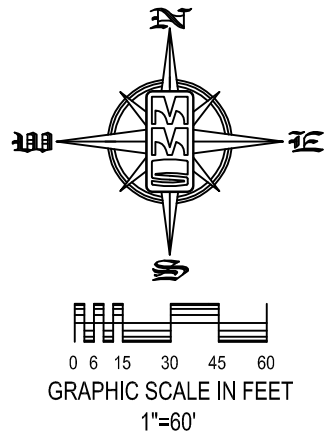
<b>STAFF RECOMMENDATION:</b> Approve Resolution 1892 – Move to Action
<b>REVIEWED BY CITY ADMINISTRATOR:</b>
<b>COUNCIL ACTION:</b>
<b>MOTION BY:</b>
<b>SECOND BY:</b>



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, 60.52 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 603.44 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°02'22"E, along the West Line of said Lot A of Lot D, a distance of 685.86 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 669 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.

DEVELOPMENT CHARACTERISTICS:		
BUILDING CHARACTERISTICS:		
8	DUPLEXES	16 UNITS
30	TOWNHOMES	90 UNITS
2	12-PLEX BUILDINGS	24 UNITS
TOTAL RESIDENTIAL UNITS		130 UNITS
COMMERCIAL SPACE		
HOTEL		23,650 SF
INDEPENDENT LIVING		14,000 SF
STORAGE UNITS		25,000 SF
		15,600 SF
TOTAL SITE AREA		23.28 ACRES
GREEN SPACE		10.59 ACRES (45%)



# WEST BRANCH PROPERTY EXHIBIT

## WEST BRANCH, CEDAR COUNTY, IOWA

PROJAC



CIVIL ENGINEERS  
LAND PLANNERS  
LAND SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.  
IOWA CITY, IOWA 52240  
(319) 351-8282  
[www.mmsconsultants.net](http://www.mmsconsultants.net)

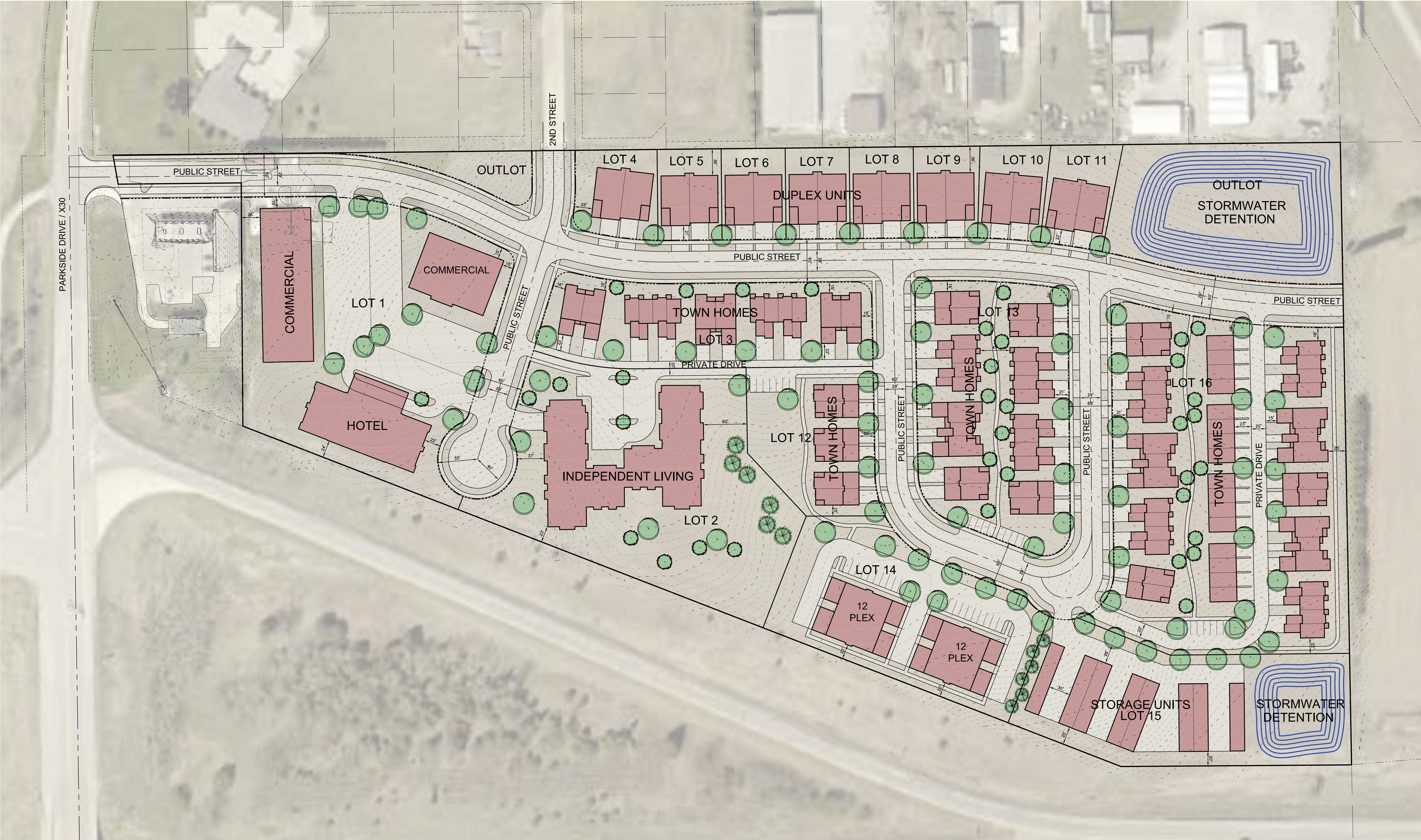
Date Revision

### WEST BRANCH PROPERTY EXHIBIT

NORTHEAST CORNER  
1 - 80 AND SOUTH  
DOWNEY STREET  
WEST BRANCH  
CEDAR COUNTY  
IOWA

MMS CONSULTANTS, INC.

Date:	02/01/19
Designed by:	KB
Field Book No:	1239
Drawn by:	JDM
Scale:	1"=60'
Checked by:	RLA
Sheet No:	1
Project No:	6992-287
IOWA CITY	of: 1





**RESOLUTION 1892**

**RESOLUTION APPROVING THE PRELIMINARY PLAT OF PARKSIDE HILLS, WEST  
BRANCH, IOWA.**

**WHEREAS**, the developer did file with the City Clerk of West Branch, a preliminary for Parkside Hills, West Branch, Iowa, which is legally described on Exhibit “A” attached hereto; and

**WHEREAS**, the aforementioned plat and subdivision is found to conform with 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 preliminary 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 preliminary platting of Parkside Hills, West Branch, Iowa, be and the same is hereby approved, subject to the approval of a development agreement between the Developer and the City.

\* \* \* \* \*

**Passed and approved this 20<sup>th</sup> day of April, 2020.**

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Roger Laughlin, Mayor

ATTEST:

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Redmond Jones II, City Administrator/Clerk

## Exhibit "A"

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### LEGAL DESCRIPTION:

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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:

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### DEVELOPMENT CHARACTERISTICS:

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#### BUILDING CHARACTERISTICS:

8	DUPLEXES	16 UNITS
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