



CITY COUNCIL MEETING
MONDAY, DECEMBER 19, 2022 – 7:00 p.m.
CITY COUNCIL CHAMBERS
110 N. POPLAR STREET, WEST BRANCH, IOWA

<https://zoom.us/j/5322527574>

or dial in phone number 1-312-626-6799 with Meeting ID 532 252 7574.

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Welcome
5. Approve Agenda. /Move to action.
6. Approve Consent Agenda/Move to action.
 - a. Approve minutes from the December 5, 2022 City Council meeting.
 - b. Approve a Class C Retail Alcohol license renewal for Hazelhasky LLC dba Herb & Lou's, 105 N. Downey Street.
 - c. Board & Commission Appointments/ Reappointments/Resignations:
 - i. Accept the resignation of Angie Miller from the Parks & Recreation Commission, term expires 12/31/2022.
 - ii. Accept the resignation of Brian Pierce from the Parks & Recreation Commission, term expires 12/31/2024.
 - iii. Accept the resignation of James Ellyson from the Parks & Recreation Commission, term expires 12/31/2023.
 - iv. Accept the resignation of Jennie Embree from the Zoning Board of Adjustment, term expires 12/31/2022.
 - v. Accept the resignation of Neil Korsmo from the Zoning Board of Adjustment, term expires 12/31/2022.
 - vi. Reappoint Kristin Rood to the Parks & Recreation Commission, term to expire 12/31/2025.
 - vii. Reappoint Nate Bartz to the Animal Control Commission, term to expire 12/31/2025.
 - viii. Reappoint Brad Bower to the Planning & Zoning Commission, term to expire 12/31/26.
 - ix. Appoint Karen Suchomel to the Historic Preservation Commission (honorary member representing Hoover Presidential Foundation).
 - x. Appoint Margaret (Peggy) Herman to the Historic Preservation Commission, term to expire 12/31/2025.
 - xi. Reappoint Elizabeth Seiberling to the Historic Preservation Commission, term to expire 12/31/2025.
 - d. Accept Option Period #2 for Contract (14P6021P0005) the period of January 29, 2023 to January 28, 2024 (Snowplowing and alarm intrusion for the National Park Service and Herbert Hoover National Historic Site).
 - e. Approve the October Financial Report
 - f. Approve Claims for 12/19/2022
7. Presentations/Communications/Open Forum
8. Public Hearing/Non-Consent Agenda
 - a. **Motion to** accept the resignation of Parks & Recreation Director Melissa Russell. / Move to action.
 - b. **Resolution 2022-113** – Approving the proposed job description for the position of Parks & recreation Director. / Move to action.
 - c. **Resolution 2022-114-** Approving a Snow Removal Service Contract with Casper Lawn Care. / Move to action.
 - d. **Resolution 2022-115** – Approve the annual agreement in the amount of \$9,040 with the U.S. Geological Survey for the ongoing operation and maintenance of the Streamflow Gaging located on the Wapsinoc Creek at College Street. / Move to action.
 - e. **Resolution 2022-116** – Approving Pay Estimate Number 5 in the amount of \$479,240.80 to Boomerang Corp. for the Wastewater Treatment Facility Improvements Project. / Move to action.

f. **Resolution 2022-117** – Recommending award of the Contract for the Herbert Hoover Highway Project. / Move to action.

9. Discussion
10. City Administrator Report
11. City Attorney Report
12. City Engineer Report
13. City Staff Reports
14. Comments from Mayor and Council Members
15. Motion to adjourn.

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

**West Branch, Iowa
Council Chambers**

**City Council
Regular Meeting**

**December 5, 2022
7:00 p.m.**

Mayor Roger Laughlin called the West Branch City Council regular meeting to order at 7:00 p.m. Roll call: Council members present: Colton Miller, Jerry Sexton, Jodee Stoolman, Tom Dean and Nick Goodweiler. City Staff present: City Administrator Adam Kofoed, City Clerk Leslie Brick, Public Works Director Matt Goodale, Police Chief John Hanna, and City Attorney Kevin Olson. Staff attending via Zoom: City Engineer Dave Schechinger, Library Director Nick Shimmin and Finance Officer Heidi Van Auken. Absent: Melissa Russell.

APPROVE THE AGENDA

Motion by Sexton, second by Goodweiler to approve the agenda. Motion carried on a voice vote.

APPROVE CONSENT AGENDA

Approve minutes from the November 21, 2022 City Council meeting.

Approve September Monthly Financial Report

Claims for 11/21/2022

EXPENDITURES	12/5/2022	
AMAZON.COM	OFFICE SUPPLIES	7.99
BARNHART'S CUSTOM SERVICES	MOW - NUISANCE	350.00
CEDAR COUNTY COOPERATIVE	FUEL-PW	1,217.65
FINNEGAN, JEANETTE	BLDG INCENTIVE PAYMENT	820.90
LAUGHLIN, ROGER	GAS MILEAGE REIMBURSEMENT	277.50
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,567.91
MERCY IOWA CITY PHYSICIAN	DOT PHYSICAL - PW	157.00
OLSON, KEVIN D	LEGAL SERVICES DEC 2022	1,500.00
ORIENTAL TRADING CO	CHRISTMAS PAST CRAFT ACTIVITY	223.56
UNIFORM DEN INC.	SUPPLIES - POLICE	208.81
VEENSTRA & KIMM INC.	VARIOUS PROJECTS	16,948.51
WEIS BAILEY & KEARNEY MICH	BLDG INCENTIVE PAYMENT	2,017.17
WEST BRANCH COMM SCHOOLS	PS BASKETBALL GYM RENTAL	120.00
TOTAL		25,417.00
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	11/25/2022	56,423.41
PAID BETWEEN MEETINGS		
BOOMERANG	WW TREATMENT PAY ESTIMATE 4	165,941.25
CDW GOVERNMENT	ESET PROTECT RENEWAL	249.48
MEDIACOM	CABLE SERVICE	41.90
PITNEY BOWES GLOBAL	POSTAGE METER LEASE-LIBRARY	59.49
VERIZON WIRELESS	VERIZON WIRELESS	412.07
TOTAL		166,704.19
GRAND TOTAL EXPENDITURES		248,544.60
FUND TOTALS		
001 GENERAL FUND	31,269.32	
022 CIVIC CENTER	45.03	
031 LIBRARY	6,829.09	
110 ROAD USE TAX	5,379.74	
112 TRUST AND AGENCY	12,916.73	
321 WIDENING WAPSI CREEK	1,141.88	
324 WW TREATMENT FACILITY	177,390.25	
326 ROUNDABOUT MAIN & CEDAR	2,796.75	
329 EASTSIDE WATER MAINS	827.00	
600 WATER FUND	6,222.73	

610 SEWER FUND	3,726.08
GRAND FUND TOTAL	248,544.60

REVENUE-FISCAL YEAR 2023
FUND SEPTEMBER

001 GENERAL FUND	253,503.58
022 CIVIC CENTER	3,411.93
031 LIBRARY	448.47
036 TORT LIABILITY	11,595.00
110 ROAD USE TAX	39,348.16
112 TRUST & AGENCY	55,224.50
119 EMERGENCY TAX FUND	6,653.50
121 LOCAL OPTION SALES TAX	29,815.92
125 TIF	111,446.80
226 DEBT SERVICE	47,049.37
300 CAPITAL IMPROVEMENT RESERVE	9,662.25
324 WW TREATMENT FACILITY	1,305,919.88
500 CEMETERY PERPETUAL FUND	797.66
501 KROUTH PRINCIPAL FUND	166.16
502 KROUTH INTEREST FUND	76.93
600 WATER FUND	51,364.46
610 SEWER FUND	80,797.63
740 STORM WATER UTILITY	5,173.91
TOTAL	2,012,456.11

Motion by Miller second by Goodweiler to approve the Consent agenda. AYES: Miller, Goodweiler, Dean, Stoolman, Sexton. NAYS: None. Motion carried.

PRESENTATIONS / COMMUNICATIONS / OPEN FORUM

Trees Forever – Community Visioning Project update

Laughlin gave a brief update on the project and said that through citizen focus groups, three projects were identified; downtown street scape, Heritage Square improvements, and re-routing truck traffic out of downtown. Laughlin invited all to attend the wrap up meeting scheduled for Monday, December 12th at 5:30 p.m. in the City Council Chambers.

Jessi Simon (CDG) gave a brief update on Christmas Past and said it had record attendance on Friday night due in part to the mild temperatures. Simon thanked the Council for their financial support of the event.

PUBLIC HEARING / NON-CONSENT AGENDA

Third Reading Ordinance 800 – Providing that General Property Taxes Levied and Collected on Certain Lots in The Meadows, Part 4A and Part 4B in West Branch, Iowa be paid to a Special Fund for Payments on Loans in connection to the West Branch Urban Renewal Area. / Move to action.

No discussion.

Motion by Miller, second by Sexton to approve the third reading of Ordinance 800. AYES: Miller, Sexton, Stoolman, Dean, Goodweiler. NAYS: None. Motion carried.

Resolution 2022-112 – Approving Change Order #1 in the amount of \$6,687.10 for the Wastewater Treatment Facility Project. / Move to action.

No comments.

Motion by Dean, second by Goodweiler to approve Resolution 2022-107. AYES: Dean, Goodweiler, Stoolman, Sexton. NAYS: Miller. Motion carried.

Discussion

Strategic Planning for Fiscal Year 2024 – Kofoed described the purpose of the strategic planning process. At last meeting, Kofoed asked the Council to review individual departments wants and needs strategic planning document. Council submitted their feedback to Kofoed and the results showed they prioritized infrastructure and streets above all else. Kofoed asked the Council to rate the projects listed as urgent, high, medium and low on priority level. The Council discussed the projects they wanted to see completed and why. Two main projects identified were the Eastside water main upgrades and reconstruction of Main Street. The Council discussed other projects and reasons for selecting them. Kofoed thanked the Council for participating and stated that this will provide direction forward to FY24 and beyond with the budget process.

Other subjects discussed were the cost of the city planting and maintaining trees in the right of way, the federal mandate regarding lead service lines, how the city can start saving for grants, fund a fifth police officer and help the Fire Department with EMS calls.

CITY ADMINISTRATOR REPORT – No report

CITY ATTORNEY REPORT – No report

CITY ENGINEER REPORT

Schechinger gave a brief update on the Wastewater Treatment Facility project and said that all sludge had been removed and the structures were being built.

STAFF REPORTS

Hanna informed the Council that he will be participating in the Shop with a Cop program next week in Tipton. Hanna said eight individuals from West Branch will be take part in the event.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Laughlin mentioned that the Lower Cedar Watershed meeting held last week resulted in maps of the water sheds in various sections of Cedar County. He also mentioned that a couple of residents inquired if the city would install an ice rink on city property. After some discussion on the subject, it was determined that the city did not want the liability that comes along with maintaining an ice rink.

ADJOURNMENT

Motion to adjourn by Miller, second by Sexton. Motion carried on a voice vote. City Council meeting adjourned at 8:30 p.m.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: December 19, 2022
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AGENDA ITEM: Approve a Class C Retail Alcohol License for Hazelhasky LLC., dba: Herb & Lou's, 105 N. Downey Street

PREPARED BY: City Clerk, Leslie Brick
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DATE: December 6, 2022

BACKGROUND:

Liquor license renewal for Hazelhasky LLC., dba Herb & Lou's, 105 N. Downey Street.

Effective January 1, 2023 through December 31, 2023.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: December 19, 2022
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AGENDA ITEM: Boards & Commission Appointments/Reappointments/Resignations
PREPARED BY: City Clerk, Leslie Brick
DATE: December 12, 2022

BACKGROUND:

- a. Accept the resignation of Angie Miller from the Parks & Recreation Commission, term expires 12/31/2022.
- b. Accept the resignation of Brian Pierce from the Parks & Recreation Commission, term expires 12/31/2024.
- c. Accept the resignation of James Ellyson from the Parks & Recreation Commission, term expires 12/31/2023.
- d. Accept the resignation of Jennie Embree from the Zoning Board of Adjustment, term expires 12/31/2022.
- e. Accept the resignation of Neil Korsmo from the Zoning Board of Adjustment, term expires 12/31/2022.
- f. Reappoint Kristin Rood to the Parks & Recreation Commission, term to expire 12/31/2025.
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- h. Reappoint Brad Bower to the Planning & Zoning Commission, term to expire 12/31/26.
- i. Appoint Karen Suchomel to the Historic Preservation Commission (honorary member representing Hoover Presidential Foundation).
- j. Appoint Margaret (Peggy) Herman to the Historic Preservation Commission, term to expire 12/31/2025.
- k. Reappoint Elizabeth Seiberling to the Historic Preservation Commission, term to expire 12/31/2025.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: December 19, 2022
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AGENDA ITEM: Accept Option Period #2 for Contract (14P6021P0005) for the period of January 29, 2023 to January 28, 2024. (Snowplowing and alarm intrusion for the National Park Service and Herbert Hoover National Historic Site).
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PREPARED BY: City Clerk, Leslie Brick
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DATE: December 13, 2022

BACKGROUND:

The City Council passed Resolution 1986 on March 1, 2021 that approved a Service Agreement for the City of West Branch (Public Works) to provide snow removal and (Police Department) to provide intrusion alarm police response services for the National Park Service and Herbert Hoover National Historic Site.

The service agreement entitled, Option to Extend the Term of Contract allow for these services to be extended.

The City received a letter from the U.S. Department of Interior opting to exercise Option Period #2 for Contract (14P6021P0005) for the period of January 29, 2023 to January 28, 2024.

The City receives \$8500.00 per year from the U.S Department of Interior for these services.



United States Department of the Interior

NATIONAL PARK SERVICE

Interior Regions 3, 4, 5

601 Riverfront Drive

Omaha, NE 68102

December 2, 2022

City of West Branch
Attn: Heidi Van Auken
110 N Popular
West Branch, IA 52358

Re: 140P6021P0005 Winter weather road maintenance & snow plowing and intrusion alarm police response.

Dear Ms. Van Auken,

The purpose of this letter is to notify you of the Government's intent, in accordance with FAR Clause 52.217-9 entitled, "Option to Extend the Term of the Contract", to exercise Option Period #2 for Contract #140P6021P0005 for the period of January 29, 2023 to January 28, 2024.

This notification does not commit the Government to exercise the pre-priced Option nor does it in any manner obligate Government funds against the subject contract.

If the Option is exercised by the Government, it will be accomplished via a unilateral modification. The modification will specifically identify the Option period of performance and modification amount.

Please acknowledge receipt of this notice by signing below and returning it via email to me at james_bissaillon@nps.gov. Please reply no later than December 9, 2022.

If there are any questions, please contact me via email or phone (402) 661-1690

Sincerely,

James Bissaillon
Contracting Officer

RECEIPT ACKNOWLEDGED:

Name (Typed or Printed)

Signature and Date



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: December 19, 2022
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AGENDA ITEM: October Monthly Financial Report
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PREPARED BY: Heidi Van Auken

DATE: December 13, 2022

SUMMARY:

Monthly Financial Report: This report includes revenue, investments, expenditures, and balances for the month of October 2022.

BANK TO BOOK RECONCILIATION				
10/31/2022				
BANK BALANCE @				
	CASH - FIDELITY BANK & TRUST			\$ 5,472,540.02
	CASH - FIDELITY BANK & TRUST - PERPETUAL CARE FUND			\$ 31,350.60
	SUB TOTAL			\$ 5,503,890.62
ADD:	CD'S:	Bank/CD #	Maturity Date	
	ENLOW BUILDING CD	LIBERTY SAVINGS-10447	5/2/2023	\$ 11,179.41
	CEMETERY PERPETUAL CARE	HILLS BANK-30282503	1/11/2024	\$ 97,759.92
	LIBRARY-HANSEN DONATION CD	GREENSTATE-1029 (Old 1025)	8/1/2023	\$ 55,657.38
	LIBRARY-KROUTH PRINCIPAL CD	GREENSTATE-1030 (Old 1026)	9/2/2023	\$ 51,325.03
	LIBRARY-KROUTH INTEREST CD	GREENSTATE-1031 (Old 1027)	9/2/2023	\$ 24,060.74
	GEN FUND-STREETScape-ACCIONA DONATION CD	GREENSTATE-1028	12/6/2022	\$ 7,014.24
	SAVINGS ACCOUNTS			
	GENERAL FUND SAVINGS	GREENSTATE-0001		\$ 5.00
	LIBRARY - KROUTH INTEREST	FIDELITY-SAVINGS ACCOUNT		\$ 8,515.93
	LIBRARY - M GRAY SAVINGS	FIDELITY-SAVINGS ACCOUNT		\$ 16,340.98
	TOTAL CD'S & SAVINGS ACCOUNTS			\$ 271,858.63
	SUB TOTAL			\$ 5,775,749.25
	O/S DEPOSITS			\$ -
LESS:	O/S CREDIT CARD			\$ -
LESS:	O/S CHECKS			\$ 4,322.17
	ENDING BOOK BALANCE			\$ 5,771,427.08
	NON-RECONCILIATION ITEM-CUBBY PARK CONCESSIONS			\$ 600.00

CLERK'S REPORT FOR THE MONTH OF OCTOBER 2022

DESCRIPTION	CHECKING	INVESTMENT	BEGINNING BALANCE	RECEIPTS	TRANSFER IN	DISBURSED	TRANSFER OUT	NET CHANGE LIABILITIES	CLERK'S BALANCE
GENERAL									
*(001) GENERAL OPERATING FUND	\$ 734,000.11	\$ 5.00	\$ 734,005.11	\$ 433,242.25		\$ 98,607.80			\$ 1,068,639.56
** FIRE APPARATUS RESERVE	\$ 573,415.80	\$ -	\$ 573,415.80						\$ 573,415.80
POLICE APPARATUS RESERVE	\$ 109,530.35	\$ -	\$ 109,530.35						\$ 109,530.35
PARK & RECREATION RESERVE	\$ 17,340.39	\$ -	\$ 17,340.39						\$ 17,340.39
PUBLIC WORKS RESERVE	\$ 11,030.00	\$ -	\$ 11,030.00						\$ 11,030.00
CEMETERY BLDG/EQUIP INVESTMENT	\$ -	\$ -	\$ -						\$ -
SIGNS-ACCIONA DTN INVESTMENT	\$ -	\$ 7,014.24	\$ 7,014.24						\$ 7,014.24
PARK EQUIPMENT/RESERVE	\$ 8,000.00	\$ -	\$ 8,000.00						\$ 8,000.00
(022) CIVIC CENTER	\$ 36,534.62	\$ -	\$ 36,534.62	\$ 6,576.93		\$ 815.31			\$ 42,296.24
(027) MEMORIAL GARDEN PROJECT	\$ 414.00	\$ -	\$ 414.00						\$ 414.00
(028) SPLASH PAD RESERVE	\$ 100.00	\$ -	\$ 100.00						\$ 100.00
(031) LIBRARY	\$ (59,862.98)	\$ 91,683.47	\$ 31,820.49	\$ 282.69		\$ 18,363.83			\$ 13,739.35
(036) TORT LIABILITY	\$ (36,471.69)	\$ -	\$ (36,471.69)	\$ 21,894.64		\$ 1,937.87			\$ (16,514.92)
SPECIAL REVENUE									
(110) ROAD USE TAX	\$ 51,367.22	\$ -	\$ 51,367.22	\$ 28,899.14		\$ 8,974.46			\$ 71,291.90
(112) TRUST & AGENCY (EMPLOYEE BENEFITS)	\$ 239,706.89	\$ -	\$ 239,706.89	\$ 102,143.93		\$ 22,277.19			\$ 319,573.63
(119) EMERGENCY TAX FUND	\$ 9,916.57	\$ -	\$ 9,916.57	\$ 12,563.45					\$ 22,480.02
(121) LOCAL OPTION SALES TAX	\$ 350,960.98	\$ -	\$ 350,960.98	\$ 17,972.81					\$ 368,933.79
(125) TIF	\$ 162,983.12	\$ -	\$ 162,983.12	\$ 127,977.15					\$ 290,960.27
(180) REVOLVING LOAN FUND	\$ 137,082.45	\$ -	\$ 137,082.45						\$ 137,082.45
DEBT SERVICE									
(226) DEBT SERVICE	\$ 317,377.72	\$ -	\$ 317,377.72	\$ 84,684.91					\$ 402,062.63
CAPITAL PROJECTS									
(300) CAPITAL IMPROVEMENT RESERVE	\$ 72,973.73	\$ -	\$ 72,973.73	\$ 18,244.94					\$ 91,218.67
(302) ARPA NEU FUND	\$ 372,611.19	\$ -	\$ 372,611.19						\$ 372,611.19
(304) W MAIN ST STORMWATER IMP	\$ 10,000.00	\$ -	\$ 10,000.00						\$ 10,000.00
(308) PARK IMP - PEDERSEN VALLEY	\$ 14,827.20	\$ -	\$ 14,827.20						\$ 14,827.20
(312) DOWNTOWN EAST REDEVELOPMENT	\$ 173,912.82	\$ -	\$ 173,912.82						\$ 173,912.82
(319) RELOCATION OF WATER & SEWER LINES	\$ (4,655.22)	\$ -	\$ (4,655.22)						\$ (4,655.22)
(321) WIDENING WAPSI CREEK @ BERANEK PARK	\$ 60,185.15	\$ -	\$ 60,185.15			\$ 6,452.25			\$ 53,732.90
(322) SPLASH PAD	\$ -	\$ -	\$ -						\$ -
(323) I-80 WEST, WATER MAIN RELOCATE	\$ (24,271.48)	\$ -	\$ (24,271.48)						\$ (24,271.48)
(324) WW TREATMT FAC IMP 2021	\$ (147,027.50)	\$ -	\$ (147,027.50)	\$ 1,265,515.11		\$ 1,286,224.86			\$ (167,737.25)
(326) ROUNDABOUT MAIN & CEDAR	\$ (25,522.80)	\$ -	\$ (25,522.80)			\$ 5,198.13			\$ (30,720.93)
(327) SPONSORED WATER QUALITY IMPE 2021	\$ (20,000.00)	\$ -	\$ (20,000.00)						\$ (20,000.00)
(329) EASTSIDE WATER MAINS	\$ (199.00)	\$ -	\$ (199.00)			\$ 3,841.13			\$ (4,040.13)
PERMANENT									
(500) CEMETERY PERPETUAL FUND	\$ 31,110.60	\$ 97,759.92	\$ 128,870.52	\$ 300.00					\$ 129,170.52
(501) KROUTH PRINCIPAL FUND	\$ -	\$ 51,335.26	\$ 51,335.26						\$ 51,335.26
(502) KROUTH INTEREST FUND	\$ (0.00)	\$ 24,060.74	\$ 24,060.74						\$ 24,060.74
ENTERPRISE									
(600) WATER FUND	\$ 243,124.87	\$ -	\$ 243,124.87	\$ 63,949.44		\$ 47,276.68	\$ 5,079.17		\$ 254,718.46
(603) WATER SINKING FUND	\$ 20,342.93	\$ -	\$ 20,342.93	\$ -	\$ 5,079.17				\$ 25,422.10
(610) SEWER FUND	\$ 586,709.07	\$ -	\$ 586,709.07	\$ 93,795.78		\$ 14,081.59	\$ 33,201.90		\$ 633,221.36
(611) SEWER FUND SPECIAL	\$ 576,805.22	\$ -	\$ 576,805.22	\$ -	\$ 33,201.90				\$ 610,007.12
(614) WASTEWATER LIFT STATION	\$ -	\$ -	\$ -						\$ -
(740) STORM WATER UTILITY	\$ 142,448.79	\$ -	\$ 142,448.79	\$ 5,568.55		\$ 10,000.00			\$ 138,017.34
(950) BC/BS FLEXIBLE BENEFIT	\$ (6,793.29)	\$ -	\$ (6,793.29)						\$ (6,793.29)
TOTAL	\$ 4,740,007.83	\$ 271,858.63	\$ 5,011,866.46	\$ 2,283,611.72	\$ 38,281.07	\$ 1,524,051.10	\$ 38,281.07	\$ -	\$ 5,771,427.08
O/S CHECKS			\$26,957.68						\$4,322.17
O/S DEPOSIT			\$0.00						\$0.00
O/S CREDIT CARD			\$0.00						\$0.00
BANK STATEMENT BALANCE			\$5,038,824.14						\$5,775,749.25

CITY OF WEST BRANCH
MTD TREASURERS REPORT
AS OF: OCTOBER 31ST, 2022

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
329-EASTSIDE WATER MAINS	(199.00)	0.00	3,841.13	(4,040.13)	0.00	0.00	(4,040.13)
500-CEMETERY PERPETUAL FUND	128,870.52	300.00	0.00	129,170.52	0.00	0.00	129,170.52
501-KROUTH PRINCIPAL FUND	51,335.26	0.00	0.00	51,335.26	0.00	0.00	51,335.26
502-KROUTH INTEREST FUND	24,060.74	0.00	0.00	24,060.74	0.00	0.00	24,060.74
600-WATER FUND	243,124.87	63,949.44	52,355.85	254,718.46	0.00	0.00	254,718.46
601-WATER RESERVE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
603-WATER SINKING FUND	20,342.93	5,079.17	0.00	25,422.10	0.00	0.00	25,422.10
610-SEWER FUND	586,709.07	93,795.78	47,283.49	633,221.36	0.00	0.00	633,221.36
611-SEWER FUND SPECIAL	576,805.22	33,201.90	0.00	610,007.12	0.00	0.00	610,007.12
614-WASTEWATER LIFT STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
740-STORM WATER UTILITY	142,448.79	5,568.55	10,000.00	138,017.34	0.00	0.00	138,017.34
950-BC/BS FLEXIBLE BENEFIT	(6,793.29)	0.00	0.00	(6,793.29)	0.00	0.00	(6,793.29)
GRAND TOTAL	5,011,866.46	2,321,892.79	1,562,332.17	5,771,427.08	0.00	0.00	5,771,427.08

*** END OF REPORT ***

CITY OF WEST BRANCH
 YTD TREASURERS REPORT
 AS OF: OCTOBER 31ST, 2022

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	Y-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
329-EASTSIDE WATER MAINS	0.00	0.00	4,040.13	(4,040.13)	0.00	0.00	(4,040.13)
500-CEMETERY PERPETUAL FUND	127,472.86	1,697.66	0.00	129,170.52	0.00	0.00	129,170.52
501-KROUTH PRINCIPAL FUND	51,169.10	166.16	0.00	51,335.26	0.00	0.00	51,335.26
502-KROUTH INTEREST FUND	23,983.81	76.93	0.00	24,060.74	0.00	0.00	24,060.74
600-WATER FUND	196,476.68	229,309.66	171,067.88	254,718.46	0.00	0.00	254,718.46
601-WATER RESERVE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
603-WATER SINKING FUND	5,105.42	20,316.68	0.00	25,422.10	0.00	0.00	25,422.10
610-SEWER FUND	513,988.98	336,787.29	217,554.91	633,221.36	0.00	0.00	633,221.36
611-SEWER FUND SPECIAL	459,860.14	150,146.98	0.00	610,007.12	0.00	0.00	610,007.12
614-WASTEWATER LIFT STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
740-STORM WATER UTILITY	134,916.82	21,740.52	18,640.00	138,017.34	0.00	0.00	138,017.34
950-BC/BS FLEXIBLE BENEFIT	(6,075.28)	0.00	718.01	(6,793.29)	0.00	0.00	(6,793.29)
GRAND TOTAL	5,397,535.95	5,143,640.37	4,769,749.24	5,771,427.08	0.00	0.00	5,771,427.08

*** END OF REPORT ***

PROGRAM EXPENDITURES FOR THE MONTH OCTOBER OF 2022

33.33%

FUNCTIONS	BUDGET EXP	MTD EXP	YTD EXP	REMAINING BALANCE	PERCENT OF EXPENSES
PUBLIC SAFETY					
POLICE DEPARTMENT					
GENERAL FUND	\$ 409,802.00	\$ 22,065.00	\$ 158,914.31	\$ 250,887.69	38.78%
TORT LIABILITY	\$ 13,326.00	\$ 533.27	\$ 11,658.42	\$ 1,667.58	87.49%
TRUST & AGENCY	\$ 118,349.00	\$ 5,556.45	\$ 22,546.18	\$ 95,802.82	19.05%
FIRE DEPARTMENT					
GENERAL FUND	\$ 293,500.00	\$ 1,936.73	\$ 835,389.64	\$ (541,889.64)	284.63%
TORT LIABILITY	\$ 29,216.00	\$ 699.32	\$ 23,743.83	\$ 5,472.17	81.27%
TRUST & AGENCY	\$ 12,950.00	\$ 1,068.36	\$ 4,732.88	\$ 8,217.12	36.55%
ANIMAL CONTROL	\$ 3,000.00	\$ -	\$ 32.50	\$ 2,967.50	1.08%
BUILDING INSPECTIONS	\$ 21,077.00	\$ 3,301.25	\$ 15,193.25	\$ 5,883.75	72.08%
TORT LIABILITY	\$ 190.00	\$ 18.00	\$ 113.99	\$ 76.01	59.99%
TRUST & AGENCY	\$ 2,400.00	\$ 738.53	\$ 3,317.17	\$ (917.17)	138.22%
TOTAL PUBLIC SAFETY	\$ 903,810.00	\$ 35,916.91	\$ 1,075,642.17	\$ (171,832.17)	119.01%
PUBLIC WORKS					
ROADS & STREETS					
GENERAL FUND	\$ 51,508.00	\$ 5,403.96	\$ 35,787.31	\$ 15,720.69	69.48%
TORT LIABILITY	\$ 15,002.00	\$ 343.50	\$ 12,590.00	\$ 2,412.00	83.92%
ROAD USE TAX FUND	\$ 317,355.00	\$ 8,974.46	\$ 93,321.82	\$ 224,033.18	29.41%
TRUST & AGENCY	\$ 55,371.00	\$ 3,106.72	\$ 14,058.48	\$ 41,312.52	25.39%
STREET LIGHTING - GENERAL FUND	\$ 45,477.00	\$ 2,962.45	\$ 12,082.50	\$ 33,394.50	26.57%
SOLID WASTE - GENERAL FUND	\$ 212,447.00	\$ 17,226.75	\$ 84,250.81	\$ 128,196.19	39.66%
TOTAL PUBLIC WORKS	\$ 697,160.00	\$ 38,017.84	\$ 252,090.92	\$ 445,069.08	36.16%
TOTAL HEALTH & SOCIAL SERVICES	\$ -	\$ -	\$ -	\$ -	#DIV/0!
CULTURE & RECREATION					
LIBRARY					
GENERAL FUND	\$ 226,587.00	\$ 18,363.83	\$ 85,174.53	\$ 141,412.47	37.59%
TORT LIABILITY	\$ 4,885.00	\$ 26.62	\$ 4,750.20	\$ 134.80	97.24%
TRUST & AGENCY	\$ 56,035.00	\$ 2,992.13	\$ 13,110.81	\$ 42,924.19	23.40%
PARKS & RECREATION				\$ -	
GENERAL FUND	\$ 223,546.00	\$ 11,335.24	\$ 70,796.08	\$ 152,749.92	31.67%
TORT LIABILITY	\$ 6,585.00	\$ 219.44	\$ 5,399.76	\$ 1,185.24	82.00%
TRUST & AGENCY	\$ 38,361.00	\$ 3,210.73	\$ 14,136.87	\$ 24,224.13	36.85%
CEMETERY					

FUNCTIONS	BUDGET EXP	MTD EXP	YTD EXP	REMAINING BALANCE	PERCENT OF EXPENSES
GENERAL FUND	\$ 61,028.00	\$ 4,780.06	\$ 27,511.99	\$ 33,516.01	45.08%
TORT LIABILITY	\$ 2,228.00	\$ 56.87	\$ 1,766.24	\$ 461.76	79.27%
TRUST & AGENCY	\$ 10,891.00	\$ 773.46	\$ 3,406.90	\$ 7,484.10	31.28%
CIVIC CENTER				\$ -	
GENERAL FUND	\$ 19,975.00	\$ 815.31	\$ 4,490.61	\$ 15,484.39	22.48%
TRUST & AGENCY	\$ -	\$ -	\$ -	\$ -	#DIV/0!
COMMUNITY & CULTURAL DEV. (HHTD)	\$ 62,225.00	\$ 5,262.83	\$ 44,786.83	\$ 17,438.17	71.98%
LOCAL CABLE ACCESS				\$ -	
GENERAL FUND	\$ 19,244.00	\$ 1,211.41	\$ 5,792.69	\$ 13,451.31	30.10%
TRUST & AGENCY	\$ -	\$ 172.83	\$ 755.49	\$ (755.49)	#DIV/0!
TOTAL CULTURE & RECREATION	\$ 731,590.00	\$ 49,220.76	\$ 281,879.00	\$ 449,711.00	38.53%
COMMUNITY & ECONOMIC DEV.					
ECONOMIC DEVELOPMENT	\$ 67,159.00	\$ 9,916.46	\$ 23,440.05	\$ 43,718.95	34.90%
PLANNING & ZONING	\$ 29,383.00	\$ 516.25	\$ 1,444.25	\$ 27,938.75	4.92%
REVOLVING LOAN FUND	\$ -	\$ -	\$ -	\$ -	
TIF DEBT SERVICE	\$ 77,268.00	\$ -	\$ -	\$ 77,268.00	0.00%
TOTAL COMMUNITY & E.D.	\$ 173,810.00	\$ 10,432.71	\$ 24,884.30	\$ 148,925.70	14.32%
GENERAL GOVERNMENT					
MAYOR & COUNCIL					
GENERAL FUND	\$ 17,800.00	\$ 435.19	\$ 1,960.76	\$ 15,839.24	11.02%
TRUST & AGENCY	\$ 2,228.00	\$ 47.39	\$ 189.56	\$ 2,038.44	8.51%
CLERK & TREASURER					
GENERAL FUND	\$ 155,820.00	\$ 10,083.71	\$ 54,151.17	\$ 101,668.83	34.75%
TORT LIABILITY	\$ 6,066.00	\$ 40.85	\$ 5,516.97	\$ 549.03	90.95%
TRUST & AGENCY	\$ 36,715.00	\$ 2,207.31	\$ 9,583.20	\$ 27,131.80	26.10%
LEGAL SERVICES	\$ 27,000.00	\$ 2,170.51	\$ 8,632.88	\$ 18,367.12	31.97%
TOTAL GENERAL GOVERNMENT	\$ 245,629.00	\$ 14,984.96	\$ 80,034.54	\$ 165,594.46	32.58%
GO DEBT SERVICE	\$ 1,439,005.00	\$ -	\$ -	\$ 1,439,005.00	0.00%
CAPITAL PROJECTS					
ARPA FUNDED PROJECT	\$ 371,367.00	\$ -	\$ -	\$ 371,367.00	0.00%
DOWNTOWN EAST REDEVELOPMENT	\$ 160,000.00			\$ 160,000.00	0.00%
RELOCATING WATER & SEWER LINES	\$ 658,100.00			\$ 658,100.00	0.00%
WIDENING WAPSI CREEK @ BERANEK	\$ 1,000,000.00	\$ 6,452.25	\$ 40,347.30	\$ 959,652.70	4.03%
WW TREATMENT FACILITY IMP 2021	\$ 7,000,000.00	\$ 1,286,224.86	\$ 2,586,313.69	\$ 4,413,686.31	36.95%

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
ROUNABOUT MAIN & CEDAR	\$ 1,000,000.00	\$ 5,198.13	\$ 9,327.38	\$ 990,672.62	0.93%
EASTSIDE WATER MAINS	\$ 1,000,000.00	\$ 3,841.13	\$ 4,040.13	\$ 995,959.87	0.40%
TOTAL CAPITAL PROJECTS	\$ 11,189,467.00	\$ 1,301,716.37	\$ 2,640,028.50	\$ 8,549,438.50	23.59%
BUSINESS TYPE ACTIVITIES					
WATER FUND	\$ 412,791.00	\$ 47,276.68	\$ 150,751.20	\$ 262,039.80	36.52%
TRUST & AGENCY		\$ 1,501.59	\$ 4,502.41	\$ (4,502.41)	#DIV/0!
WATER SINKING FUND	\$ 61,538.00	\$ -	\$ -	\$ 61,538.00	0.00%
SEWER FUND	\$ 312,772.00	\$ 14,081.59	\$ 67,407.93	\$ 245,364.07	21.55%
TRUST & AGENCY		\$ 901.69	\$ 2,706.60	\$ (2,706.60)	#DIV/0!
STORM WATER UTILITY	\$ 50,960.00	\$ 10,000.00	\$ 18,640.00	\$ 32,320.00	36.58%
TOTAL BUSINESS TYPE ACTIVITIES	\$ 838,061.00	\$ 73,761.55	\$ 244,008.14	\$ 594,052.86	29.12%
NON-DEPARTMENTAL TRANSFERS					
GENERAL FUND	\$ 100,000.00			\$ 100,000.00	0.00%
EMERGENCY TAX FUND	\$ 40,986.00			\$ 40,986.00	0.00%
LOCAL OPTION SALES TAX	\$ 287,310.00			\$ 287,310.00	0.00%
TIF	\$ 459,642.00			\$ 459,642.00	0.00%
WATER FUND	\$ 122,888.00	\$ 5,079.17	\$ 20,316.68	\$ 102,571.32	16.53%
SEWER FUND	\$ 335,995.00	\$ 33,201.90	\$ 150,146.98	\$ 185,848.02	44.69%
STORM WATER UTILITY	\$ 40,000.00			\$ 40,000.00	0.00%
BC/BS FLEXIBLE BENEFIT	\$ -	\$ -	\$ 718.01	\$ (718.01)	#DIV/0!
TOTAL NON-DEPARMENTAL TRANSFERS	\$ 1,386,821.00	\$ 38,281.07	\$ 171,181.67	\$ 1,215,639.33	12.34%
TOTAL FOR ALL FUNCTIONS	\$ 17,605,353.00	\$ 1,562,332.17	\$ 4,769,749.24	\$ 12,835,603.76	27.09%

CITY OF WEST BRANCH
EXPENDITURES BY ACTIVITY (UNAUDITED)
AS OF: OCTOBER 31ST, 2022

001-GENERAL FUND

33.33% OF FISCAL YEAR

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL NON-PROGRAM	1,386,821.00	38,281.07	171,181.67	12.34	1,215,639.33
TOTAL PUBLIC SAFETY	903,810.00	35,916.91	1,075,642.17	119.01 (171,832.17)
TOTAL PUBLIC WORKS	697,160.00	38,017.84	252,090.92	36.16	445,069.08
TOTAL HEALTH & SOCIAL SERVICES	0.00	0.00	0.00	0.00	0.00
TOTAL CULTURE & RECREATION	731,590.00	49,220.76	281,879.00	38.53	449,711.00
TOTAL COMMUNITY & ECON DEVELOP	173,810.00	10,432.71	24,884.30	14.32	148,925.70
TOTAL GENERAL GOVERNMENT	245,629.00	14,984.96	80,034.54	32.58	165,594.46
TOTAL DEBT SERVICE	1,439,005.00	0.00	0.00	0.00	1,439,005.00
TOTAL CAPITAL PROJECTS	11,189,467.00	1,301,716.37	2,640,028.50	23.59	8,549,438.50
TOTAL BUSINESS TYPE/ENTERPRISE	838,061.00	73,761.55	244,008.14	29.12	594,052.86
TOTAL EXPENDITURES	17,605,353.00	1,562,332.17	4,769,749.24	27.09	12,835,603.76



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: December 19, 2022
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AGENDA ITEM: Claims
PREPARED BY: Heidi Van Auken
DATE: December 13, 2022

SUMMARY:

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

EXPENDITURES**12/19/2022**

ABBY NOELCK	ADULT FITNESS INSTRUCTION	260.00
AMAZON	VARIOUS ITEMS-LIBRARY	476.74
BAKER & TAYLOR	BOOKS	849.17
CAPITAL ONE	VARIOUS ITEMS-LIBRARY	143.45
CARRIE A HOURIGAN	CLEANING SERVICES-LIBRARY	276.00
CASEYS GENERAL STORES	CASEY'S TIF REBATE #7	12,975.00
CEDAR COUNTY COOP	FUEL-FIRE DEPT	1,118.25
CEDAR COUNTY RECORDER	RECORDING FEES	158.00
CEDAR CO TRANSFER STATION	TRASH DISPOSAL	34.00
CROELL, INC.	MAIN ST WATER MAIN REPAIR	1,143.71
CULLIGAN WATER TECH	WATER SOFTNER SERVICE	35.98
EMV HOLDINGS	EMV HOLDINGS TIF REBATE #3	9,495.00
FASTENAL	BATTERIES	125.34
HATFIELD CONCRETE	SIDEWALK REPLACEMENT-LIBRARY	3,800.00
HEIDI VAN AUKEN	MILEAGE REIMBURSEMENT	21.88
HI-LINE INC	SUPPLIES	310.08
IMPACT7G INC	WIDENING WAPSI CREEK	6,456.00
IMWCA	IMWCA FY23 INSTALLMENT 6	2,035.00
IOWA POLICE CHIEFS ASSOC	MEMBERSHIP RENEWAL 2023	125.00
JAYME CILEK	CLEANING SERVICES-CITY, TH	288.00
KANOPY	ON DEMAND VIDEO SERVICE	14.00
KLINKKAMMER, MICHAEL	BLDG INCENTIVE PAYMENT	1,176.02
LINN COUNTY R.E.C.	STREET LIGHTS	202.50
LRS HOLDINGS, LLC	TRASH & RECYCLING NOV 2022	17,408.00
MEADOWS DEV INC	MEADOWS TIF REBATE #1	6,186.00
MPEC	SUPPLIES - PW	581.87
NUTRI-JECT SYSTEMS INC	WW TREATMNT LAGOON SURVEY	3,868.00
OFFICE OF AUDITOR	AUDIT FY21 FINAL INVOICE	6,174.70
OVERDRIVE INC	DIGITAL & AUDIO BOOKS	4.47
PARKSIDE SERVICE	TRUCK TIRES & INSTALL-PW	927.54
PITNEY BOWES GLOBAL	POSTAGE METER LEASE-LIBRARY	77.37
PITNEY BOWES PURCHASE POWER	REPLENISH POSTAGE-LIBRARY	50.00
PLUNKETT'S PEST CONTROL	PEST CONTROL - CITY, TH	62.06
POLICE LEGAL SCIENCES	LEGAL TRAINING 2023- POLICE	480.00
QUILL CORP	OFFICE SUPPLIES-LIBRARY	41.99
SANDRY FIRE SUPPLY	MULTIGAS DETECTORS	2,054.00
SHIMMIN, NICK	MAX MEGA LICENSE REIMBURSE	22.90
STATE HYGIENIC LAB	LAB ANALYSIS	40.50
STRYKER SALES CORP	2 YR MAINT AGREEMNT-FIRE	1,934.60
U.S. POSTAL SERVICE	LIB ANNUAL PO BOX RENTAL	98.00
UNIFORM DEN	UNIFORMS-POLICE	2,767.78
US BANK CORPORATE CARD	CREDIT CARD PURCHASES	493.04
USA TODAY	ANNUAL SUBSCRIPTION-LIBRARY	398.48
WEST BRANCH COMM DEVELOP	WREATH- L IBRARY	25.00
WEST BRANCH TIMES	LEGAL PUBLICATIONS	487.95

YOTTYS, INC.	HHTD GOLF CARTS	1,292.00
TOTAL		86,995.37
REGULAR PAYROLL		51,394.86
COUNCIL ANNUAL PAYROLL		10,409.52
FIRE ANNUAL PAYROLL		55,028.02
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	12/9/2022	116,832.40
PAID BETWEEN MEETINGS		
AT&T MOBILITY	WIRELESS SERVICE	364.48
QUILL CORP	OFFICE SUPPLIES-CITY	14.42
WEX BANK	VEHICLE FUEL	1,163.26
GLOBAL PAYMENTS	NOVEMBER CREDIT CARD FEES	896.71
AERO RENTALS INC	BOOM LIFT RENTAL	1,117.00
BOWERS CUSTOM SERVICES	SALT & SAND HAUL	1,125.00
CROELL, INC	FILL SAND	305.42
JOHN DEERE FINANCIAL	SUPPLIES, UNIFORMS-PW	1,429.48
MARC/FREMAREK INC	DE-ICER SPRAY	117.99
MOORE'S WELDING	LEAF VAC REPAIR	245.00
DAVID MCILRATH	TREE CUTTING SERVICES	950.00
STATE INDUSTRIAL PRODUCTS	CHEMICALS	377.92
USA BLUE BOOK	WATER PLANT EQUIP TESTING	600.49
METLIFE	INSURANCE	1,567.05
SISCO	INSURANCE	11,654.89
VARIOUS VENDORS	UB REFUNDS	249.88
UMB BANK	GO BONDS INTEREST	60,878.75
FIDELITY BANK & TRUST	ACCIONA LAWSUIT INTEREST	1,610.20
TOTAL		84,667.94
GRAND TOTAL EXPENDITURES		288,495.71
FUND TOTALS		
001 GENERAL FUND		124,514.11
022 CIVIC CENTER		211.03
031 LIBRARY		12,254.32
036 TORT LIABILITY		1,937.87
110 ROAD USE TAX		7,255.18
112 TRUST AND AGENCY		24,816.23
125 T I F		28,656.00
226 DEBT SERVICE		62,488.95
321 WIDENING WAPSI CREEK		6,456.00
324 WW TREATMENTT FACILITY		3,868.00
600 WATER FUND		9,826.54
610 SEWER FUND		6,211.48
GRAND FUND TOTAL		288,495.71



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: December 19, 2022
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AGENDA ITEM: Motion to accept the resignation of Parks & Recreation Director Melissa Russell.
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PREPARED BY: City Clerk, Leslie Brick
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DATE: December 7, 2022

BACKGROUND:

Melissa Russell began employment in the fall of 2004 as a part-time Children’s Librarian with the West Branch Public Library. During her role as the Children’s Librarian, she coordinated programs for the juvenile public, ordered materials and developed programs geared toward youth, where she excelled.

In 2008, Melissa was promoted to Parks & Recreation Director where she could continue to expand youth programs in West Branch. Melissa developed, organized and led winter, spring, summer and fall programs for youth and teens, and later added adult and senior activities.

Melissa has worked with multiple Eagle Scouts over the years for park improvements including a dedication rock and shelter at Lions Field, signage at Wapsi Park and the Dog Park, and the addition of permanent cornhole game at Wapsi Park and Horseshoe pits at Beranek Park. Over the years, she has spearheaded projects at existing and new parks in West Branch. Beranek Park improvements include: additional sand volleyball courts and lighting, new playground equipment, new shelter, bathroom improvements, and paved pathways in the park. Lions Field additions included an ADA pathway and restroom facilities. 2 new parks were added under Russell’s tenure: Wapsi Creek Park and Cubby Park.

Melissa has had many professional accomplishments over the years overseeing planning, construction and implementation of Cubby Park was one of the most substantial. Cubby Park holds numerous ball tournaments and leagues each year. It also has a licensed concession stand, a pickleball court, playground and walking trail that many of the community take advantage of. Melissa has also been a primary organizer in the City’s many community events, including annual Easter Egg hunts, Hometown Days/Hoover’s Hometown Days, Fall Festival, Downtown Trick or Treat and Christmas Past.

Melissa has always helped in various departments over the years and has been an asset to the City of West Branch. We wish her luck in the future.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: December 19, 2022
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AGENDA ITEM: Resolution 2022-113- Approving the proposed job description for the position of Parks & Recreation Director

PREPARED BY: City Administrator, Adam Kofoed

DATE: December 12, 2022

BACKGROUND:

The Mayor received some comments from the exiting director that it would be ideal for the next director to have more knowledge, experience, or a willingness to learn field and facility maintenance. The job description was changed prior to posting so that an applicant could be hired by February instead of March which puts the new director in a time table for spring activities.

CHANGES

The following changes were made in the job description:

1. Adding exempt as this position at times will need to work a flexible schedule.
2. Performs work on weekends and nights when appropriate, maintains communication accessibility via a City issued cell phone outside normal work hours, and assists City in times of emergency.
3. Prepares and presents the annual department budget; determines resource needs and financing requests; supervises departmental purchasing and controls the expenditure of funds.
4. Field & Facility Maintenance
 - a. General knowledge of sports field maintenance and the ability to complete outdoor duties on rare occasions.
 - b. Oversees the management and the operations of the Cubby Park Ballfield Complex, trains the seasonal concession stand staff, performs daily inspections of the concession stands when in operation, and assists with set-up, tear down, and other facilities needs when necessary.
 - c. Order supplies and maintains inventory of all equipment.

RESOLUTION 2022-113

A RESOLUTION APPROVING THE PROPOSED JOB DESCRIPTION FOR THE POSITION OF PARKS & RECREATION DIRECTOR.

WHEREAS, the Parks & Recreation Director is responsible for the preparation and presentation of the annual department budget; determines resource needs and financing requests; supervises departmental purchasing and controls the expenditure of funds; and

WHEREAS, the Parks and Recreation Director will also plan, coordinate, administer, supervise and evaluate recreation programs and facilities including but not limited to youth/adult programs, sports, wellness, and special events for the City; and

WHEREAS, the Parks & Recreation Director will report directly to the City Administrator and will have a working relationship with the other department directors and city employees; and

WHEREAS maintaining a competent workforce relies on being competitive in salary, hiring qualified talented people and providing strong employee benefits; and

WHEREAS, the City Administrator will lead the search for the replacement for the Parks & Recreation Director; and

WHEREAS, the intent is to make sure the attached job description establishes expectations for the city as a prospective employer and for any candidate interested in seeking employment as the Parks & Recreation Director with the City of West Branch.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned proposed job description for the position of Parks & Recreation Director is hereby accepted and approved. Further the City Administrator is directed to execute all necessary actions to proceed.

* * * *

Passed and approved this 19th day of December, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

Parks & Rec Director



DATE: 12/02/2022

CLASSIFICATION: Full Time, Salary Exempt

DEPARTMENT: Parks and Recreation

IMMEDIATE SUPERVISOR: City Administrator

JOB SUMMARY:

The Park & Recreation Director will plan, coordinate, administer, supervise and evaluate recreation programs and facilities including but not limited to adult/youth programs, sports, wellness, seniors and special events under limited supervision.

JOB SCOPE

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

A. Programming

- Plan, coordinate, organize, administer and evaluate recreation programs and events for the community.
- Schedule activities and monitor use of specific recreation facilities.
- Assist in determining community recreation programming needs and interests.

B. Administration & Management

- Provide supporting documentation regarding programs and finances to the City Administrator.
- Follow policies and procedures outlined in city ordinances and department policies.
- Recruit, schedule and supervise volunteers.
- Recommends the hire, promotion, and termination of Park & Recreation personnel.
- Performs work on weekends and nights when appropriate, maintains communication accessibility via a City issued cell phone outside normal work hours, and assists City in times of emergency.

C. Finances

- Prepares and presents the annual department budget; determines resource needs and financing requests; supervises departmental purchasing and controls the expenditure of funds.

D. Public Relations

- Ongoing professional involvement in recreation and City committees and organizations.
- Liaison with school administration for the use of school facilities.

E. Field & Facility Maintenance

- General knowledge of sports field maintenance and the ability to complete outdoor duties on rare occasions.
- Oversees the management and the operations of the Cubby Park Ballfield Complex, trains the seasonal concession stand staff, performs daily inspections of the concession stands when in operation, and assists with set-up, tear down, and other facilities needs when necessary.
- Order supplies and maintains inventory of all equipment.

ESSENTIAL JOB DUTIES AND RESPONSIBILITIES

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

- A. Ability to read, speak, write, hear and understand English effectively to communicate with citizens and volunteers by telephone, in writing and face-to-face.
- B. Ability to establish and maintain harmonious working relationships with volunteers, officials and the public.
- C. Physical ability to traverse variable terrain conditions not accessible by vehicle including but not limited to steep slopes, unleveled grades and heavily vegetated areas for the purpose of participating in or evaluating programs.
- D. Ability to visually review the program facilities and the work of others.
- E. Ability to perform record keeping and mathematics necessary for budgeting purposes.
- F. Ability to operate motor vehicle and other equipment necessary for maintaining facilities.
- G. Must not pose a direct threat to the health or safety of other individuals in the workplace or citizens encountered during work.
- H. Intellectual ability, judgment, stamina and coordination necessary to normally complete daily assigned tasks within the workday.
- I. Ability to coordinate and participate in recreational activities.
- J. Ability to lift and carry 50 pounds for various program needs.
- K. Ability to repetitively bend and stoop to operate equipment in conjunction with recreation activities.
- L. Ability to walk long distances for supervision of recreation programs and the work of others.

REQUIRED EXPERIENCE & KNOWLEDGE

Comprehensive knowledge of the physical and equipment requirements in presenting public entertainment and programs. Complete knowledge of the safety requirements of buildings used for public assembly. Thorough knowledge of good financial management practices necessary to successfully direct and manage a public facility. Ability to supervise, organize, instruct and direct others in the performance of varied tasks. Ability to communicate effectively both orally and in writing, including the comprehensive knowledge needed to perform simple clerical duties. Ability to determine long-range needs, to plan and organize work, and to use resourcefulness and tact in solving problems. Thorough knowledge of budgeting, marketing and finance. Desire to be part of an organization that values service, people, integrity, responsibility, innovation and teamwork. Necessary public relations skills needed to organize social programs.

ACCEPTABLE EXPERIENCE & KNOWLEDGE

Considerable professional experience in managing such leisure activities and/or graduation from an accredited college or university with major course work in leisure studies, commercial recreation or related field. Any equivalent combination of experience and training which provides the required knowledge, skills and abilities in the recreation field will also be considered.

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: December 19, 2022
--

AGENDA ITEM: Resolution 2022-114- Approving a Snow Removal Service Contract with Casper Lawn Care

PREPARED BY: City Administrator, Adam Kofoed

DATE: December 12, 2022

BACKGROUND:

Over the months of November and December, the city office solicited bids for snow and ice removal contracts.

BIDS:

The city office received one bid at \$25 minimum with a rate of \$50/hr. City Council has the authority to renew the contract annually for five years and increases may only in line with CPI-Midwest inflation.

RESOLUTION 2022-114

**RESOLUTION APPROVING A SNOW REMOVAL SERVICE CONTRACT
WITH CASPER LAWN CARE.**

WHEREAS, the City of West Branch solicited Requests for Proposal for snow removal of private property nuisance violations pursuant to the Code of Ordinances - West Branch, Iowa, Chapter 136 Sidewalk Regulations, section 136.03 Removal of Snow, Ice and Accumulations; and

WHEREAS, the specifications of the request for proposal is designed to ensure prompt, adequate, reasonable and uniform costs for snow removal services for the abatement of nuisances at the request of the City; and

WHEREAS, the City received one response for the services requested; and

WHEREAS, Casper Lawn Care submitted a proposal of \$50.00 per hour with a minimum of \$25.00 to perform snow and ice accumulation removal from nuisance properties as directed by the City Administrator or his/her designee; and

WHEREAS, this contract will expire on December 31, 2027 subject to an annual review; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned snow removal service contract with Casper Lawn Care is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 19th day of December, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

CITY OF WEST BRANCH SERVICES AGREEMENT

THIS AGREEMENT, made and entered this _____ day of _____, 2022, by and between the City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358, hereinafter referred to as the "CITY," and Casper Lawn Care, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the City of West Branch solicited proposals to assist with abatement of private property nuisances (the "Services"); and

WHEREAS, CONTRACTOR is qualified and capable of providing said Services; 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 in connection with the Services as set forth in **Exhibit "A"** attached hereto and incorporated into this Agreement by this reference.

II. GENERAL TERMS AND PROVISIONS.

A. The CITY may terminate this Agreement, with or without cause, upon 7 days written notice thereof. In the event that the 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 the CITY of a final billing statement and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the CITY terminates this Agreement with cause, the CITY may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

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

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

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

G. 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. Public 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 the City of West Branch as an Additional Insured under the policy.

IV. COMPENSATION FOR SERVICES AND TERM OF AGREEMENT.

The CITY shall compensate the CONTRACTOR for Services rendered under this Agreement for a fee of \$50.00 per hour for the Services (with a minimum charge of \$25.00). Fee is based upon a contract time through December 31, 2027. The fee shall be paid after receipt of an invoice of the CONTRACTOR and review and approval by the City Council at its next regularly scheduled meeting.

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 negligent acts, errors or omissions of the CONTRACTOR, its officers, representatives, agents, contractors, subcontractors or employees in connection with the PROJECT.

VI. SURVIVAL.

All express representations or indemnifications made in or given in this Agreement shall survive the completion of the Project 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, the CITY or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the CONTRACTOR, the 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 the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the Project to be rendered by the CONTRACTOR to the CITY in connection with the Project, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the CONTRACTOR and the CITY. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED:

CONTRACTOR:
Casper Lawn Care

CITY OF WEST BRANCH:

By: _____

Roger Laughlin, Mayor

Print name and title

ATTEST:

Leslie Brick, City Clerk

EXHIBIT "A"

RFP SPECIFICATIONS AND PROPOSAL
Consisting of 6 pages including this page

Request for Proposal (RFP)

Snow Removal and Ice Control Nuisance

Services City of West Branch

Summary:

The City of West Branch, Iowa, is currently requesting proposals from qualified Contractors for snow removal and ice control services for residential nuisance snow removal. The initial term of the Contract shall be effective for the period of one year from the date of execution. The City reserves the right to renew the Contract on an annual basis per the same terms and conditions as set forth in the resulting contract. Any renewal Contract requires the written, mutual consent of both the City and the Contractor prior to the expiration of the initial term and any subsequent term. Contract award and renewals shall be limited to a total of five (5) years from the original executed contract date. A mutually agreeable increase in cost may be initiated based on the CPI- W (as calculated by the United States Bureau of Labor Statistics) in April of the renewing year.

If at any time during the contract period the City determines that service is unsatisfactory, the City reserves the right to cancel the Contract. Contractor will be notified of such action in writing and the cancellation will be effective immediately. If cancellation of services is made, the City will offer other contractors the opportunity to provide the described services at their original proposal price.

Inquiries:

Inquiries regarding the scope of services described or the requirements of this RFP are to be made by in writing to Adam Kofoed, City Administrator at adam@westbranchiowa.org. The request must contain the contractor's name, contact person, address, phone number and email.

Proposal Submission:

Sealed proposals for the Sidewalk and Crossing Guard Snow Removal and Ice Control Services will be received until 2:00 p.m. local time on Friday, November, 18 2022, in the City Office, West Branch, Iowa City Hall, P.O. Box 218, 110 N. Poplar St., West Branch, IA 52358. The Request for Proposal specifications and instructions may be obtained from West Branch City Administrator at adam@westbranchiowa.org or (319) 643-5888

11. Form of Contract:

Based on acceptance of a proposal, the City will issue a Contract per the terms in this RFP. The selected firm will be required to show proof of insurance at a dollar amount specified by the City of West Des Moines and will be required to indemnify the City. The payment schedule and performance standards will be established within the contract.

12. Insurance:

The Contractor shall obtain and maintain through the term of the Contract, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the Contract, but in no event, are such terms and limits to be less than those set forth below. The limits of liability under insurance policies required by the contract shall in no-way limit the Contractor's actual liability.

- A. Commercial General Liability: Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse and underground hazards (XCU), personal injury/advertising injury. The limits can be satisfied by providing a primary policy or in combination with an excess liability policy. The City shall be named as additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of West Des Moines.

Bodily Injury & Property Damage - Each Occurrence	\$1,000,000
Personal Injury & Advertising Injury - Per Person	\$1,000,000
General Aggregate on the Above	\$2,000,000
Products & Completed Operations General Aggregate	\$2,000,000
Fire Damage Limit	\$100,000
Medical Expense Limit	\$5,000

- B. Business Automobile Liability Insurance: Including coverage for all owned, non-owned and hired automobiles with limits of liability not less than the following. The City of West Des Moines would be added as an additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of West Des Moines.

Bodily Injury & Property Damage – Each Accident	\$1,000,000
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13. Indemnification and Hold Harmless:

The Contractor shall hold harmless, indemnify, and defend the City and all of its agents and employees of and from any and all claims, demands, actions, or causes of action of whatsoever nature or character both to person and property, arising out of, related to, or connected to the Contract or by reasons of the Contractor's performance under the Contract.

This indemnification applies to and includes, but is not limited to, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, expert witness fees, investigation fees, settlements, related costs or expenses, interest, and any reimbursements incurred by or assessed to the City, its officials, employees, agents, contractors, and assigns. The Contractor shall provide the City with prompt notice of any such claim, demand, or action so that the City may, at its sole option, defend or settle such claim, demand, or action.

Contractor understands and agrees that it shall have no right of coverage under any existing or future insurance policies owned by the City. The Contractor also acknowledges that the City has no responsibility for any damage caused to the Contractor's property by any source.

This Indemnification and Hold Harmless provision are effective upon execution and shall be of indefinite duration and shall survive the termination of this Contract.



Authorized Signature



Date

PROPOSAL FORM

SIDEWALK AND CROSSING GUARD SNOW REMOVAL AND ICE CONTROL SERVICES

**CIT OF WEST DES MOINES
DEPARTMENT OF PUBLIC SERVICES**

The undersigned agrees to furnish personnel, equipment, and applicable deicing product as described in the preceding Specifications in accordance with the terms of this Proposal (including maps) and Contract at the pricing entered below. A Proposal may be rejected if any alteration or erasure is made in entering the pricing. Pricing must be entered in ink or be typewritten.

Snowfall amounts will be based on information obtained from the National Weather – Cedar Rapids Airport location and City staff measurements in various areas of the City. After the event, the Contractor and City staff will analyze the information on snowfall totals for the purpose of pay calculations. The City however will have the sole responsibility of approving the final calculation.

Proposal Item	Cost Per Event	
Sidewalks		
Flat Rate up to 3" Snowfall	\$	Per Event
Flat Rate 3.1" to 6" Snowfall	\$	Per Event
Flat Rate 6.1" to 9" Snowfall	\$	Per Event
Flat Rate 9.1" to 12" Snowfall	\$	Per Event
12.1+ Snowfall	See Hourly Rate Chart Below	

Hourly Rate:

50⁰⁰ PER HOUR

MIN OF 25⁰⁰

+

SNOW/ICE MELT

ATTACHMENT B

CONTRACTOR'S EQUIPMENT LIST

SIDEWALK SNOW REMOVAL AND ICE CONTROL NUISANCE SERVICES

CITY OF WEST BRANCH

The following information must be provided for each piece of equipment proposed to be utilized as part of the Contract. The Contractor can reproduce this sheet or use another format, but all information below shall be included.

Quantity	Year	Make & Model
2	2019 2021	TORO 2019 721L & 2021 821 RC BLOWER
1	2008	JOHN DEERE X585 W/ PLOW 54 IN BLADE
1	2022	CF MOTO SIDE BY SIDE 72 IN BLADE

ATTACHMENT C
CONTACTS FOR CONTRACTOR
(Minimum of 2 Required)
SIDEWALK AND SNOW REMOVAL AND ICE NUISANCE CONTROL
SERVICES
CITY OF WEST BRANCH

Full Legal Name (Print):
Emergency After-Hours Telephone:
Email Address:

Full Legal Name (Print):
Emergency After-Hours Telephone:
Email Address:

CURT CASPER

314-331-2811

CURT.CASPER@ROCKETMAIL.COM

LEICK HEID

CURT CASPER
Authorized Signature

11-17-2022
Date



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: December 19, 2022
--

AGENDA ITEM: Resolution 2022-15 – Approve the annual agreement in the amount of \$9,040 with the U.S. Geological Survey for the ongoing operation and maintenance of the Streamflow Gaging located on the Wapsinonoc Creek at College Street.
--

PREPARED BY: City Clerk, Leslie Brick
--

DATE: December 7, 2022

BACKGROUND:

In May 2015, the City of West Branch partnered with the U.S. Geological Survey (USGS) to install a streamgage on the west branch of the Wapsinonoc Creek at College Street. The USGS streamgage collects and computes highly accurate real-time water-level and streamflow data. This data was critical for the development of a watershed flood inundation model (published in 2018).

The highest recorded flood event since the start of recording in 2015 occurred in 2018. Continuation of the streamgage for 2023 will continue to provide ongoing real-time monitoring and alerts for the Wapsinococ Creek at College Street.

With the continuation of the agreement, USGS will continue the O&M on the streamgage which includes routine site visits, daily checks of the data, immediate repair if malfunctioning and processing data for historical storage. Continual data collection will also have the benefit of collecting data to possibly improve flood inundation model, better simulations of flood plain alteration and streamflow statistics such as the 100-year flood.

2022 price \$8,640

2023 price \$9,040

\$400 price increase



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI

ILLINOIS

IOWA

1400 Independence Rd. MS100
Rolla, MO 65401

405 N. Goodwin Ave.
Urbana, IL 61801

400 S. Clinton St. Rm 269
Iowa City, IA 52240

December 6, 2022

Adam Kofoed
City Administrator
City of West Branch
PO Box 218 110 N. Poplar St
West Branch, IA 52358

Dear Mr. Kofoed:

Attached is our standard joint-funding agreement for the operation and maintenance of one streamflow-gaging station located on WB Wapsinonoc Creek on College Street in West Branch, Iowa, for the period January 1, 2023 through December 31, 2023, in the amount of \$9,040 from your agency. U.S. Geological Survey contributions for this agreement are \$5,760 for a combined total of \$14,800. Please sign and return a copy Julie A. Asher via e-mail.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **January 1, 2023**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jon Nania by phone number (319) 358-3655 or email jfnania@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Julie Asher at phone number (573) 308-3558 or email at jasher@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Jon F. Nania
Deputy Director, Central Midwest WSC

Enclosure
23NEJFA126

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600004586
Agreement #: 23NEJFA126
Project #: NE009KT
TIN #: 42-6005357

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the January 1, 2023, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of West Branch party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation, the **operation and maintenance of one streamflow-gaging station located on WB Wapsinonoc Creek on College Street in West Branch, Iowa**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

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

- (a) \$5,760 by the party of the first part during the period January 1, 2023 to December 31, 2023
- (b) \$9,040 by the party of the second part during the period January 1, 2023 to December 31, 2023
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

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

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

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

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

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

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

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000004586
Agreement #: 23NEJFA126
Project #: NE009KT
TIN #: 42-6005357

Water Resource Investigations

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jon Nania
Supervisory Hydrologist
Address: 400 S Clinton St Rm 269
Iowa City, IA 52240
Telephone: (319) 358-3655
Fax: (319) 358-3606
Email: jfnania@usgs.gov

Customer Technical Point of Contact

Name: Adam Kofoed
City Administrator
Address: PO Box 218 110 N. Poplar St
West Branch, IA 52358
Telephone: (319) 643-5888
Fax:
Email: adam@westbranchiowa.org

USGS Billing Point of Contact

Name: Julie Asher
Administrative Officer
Address: 1400 Independence Road
Rolla, MO 65401
Telephone: (573) 308-3558
Fax: (573) 308-3645
Email: jasher@usgs.gov

Customer Billing Point of Contact


Name: Leslie Brick
Deputy City Clerk
Address: PO Box 218 110 N. Poplar
West Branch, IA 52358
Telephone: (319) 648-5888
Fax: (319) 643-2305
Email: leslie@westbranchiowa.org

U.S. Geological Survey
United States
Department of Interior

City of West Branch

Signature

Signatures

By  Date: 12/6/2022

Acting for: **Name:** Amy Beussink
Title: Director, Central Midwest WSC

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: December 19, 2022
--

AGENDA ITEM: Resolution 2022-116 - Approving Pay Estimate Number 5 in the amount of \$479,240.80 to Boomerang Corp. for the Wastewater Treatment Facility Improvements Project.
--

PREPARED BY: Leslie Brick

DATE: December 14, 2022

SUMMARY:

Boomerang Corp. of Anamosa, Iowa was awarded the construction contract for the Wastewater Treatment Facility Improvements Project for West Branch, Iowa by the West Branch City Council through the passage of Resolution 2022-19 on March 7, 2022 in the amount of \$8,837,000.00.

The City has received and paid the following Pay Estimates for the project to date:

Pay Estimate Number	Amount	Resolution #	Date
1	\$756,667.50	2022-73	August 1, 2022
2	\$511,380.70	2022-81	September 6, 2022
3	\$1,265,515.11	2022-95	October 17, 2022
4	<u>\$165,941.25</u>	2022-111	November 21, 2022
	\$2,699,504.56		

RESOLUTION 2022-116

A RESOLUTION APPROVING PAY ESTIMATE NUMBER 5 IN THE AMOUNT OF \$479,240.80 TO BOOMERANG CORP. FOR THE WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT.

WHEREAS, Boomerang Corp. of Anamosa, Iowa was awarded the construction contract for the Wastewater Treatment Facility Improvements Project for West Branch, Iowa (the “Project”) by the West Branch City Council through the passage of Resolution 2022-19 on March 7, 2022 in the amount of \$8,837,000.00; and

WHEREAS, Boomerang Corp. has declared that said project has started and work has been rendered in accordance with drawings and specifications on the Project and based on observations by project managers of Veenstra & Kimm who are contracted with the City of West Branch to oversee the construction process.

WHEREAS, the City Council of West Branch, previously approved Pay Estimate Number 1 through 4 in the amount of \$2,699,504.56 to Boomerang Corp. of Anamosa, IA to date; and

WHEREAS, it is now necessary for the City Council to accept Pay Estimate Number 5 in the amount of \$479,240.80.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Branch, that Pay Estimate Number 5 in the amount of \$479,240.80 to Boomerang Corp. of Anamosa, IA is approved.

Passed and approved this 19th day of December, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



VEENSTRA & KIMM INC.

2600 University Parkway, Suite 1
Coralville, Iowa 52241

319.466.1000 // 888.241.8001
www.v-k.net

December 14, 2022

PAY ESTIMATE NO. 5
WASTEWATER TREATMENT FACILITY IMPROVEMENTS
WEST BRANCH, IOWA

Boomerang Corp.
P.O. Box 227
Anamosa, Iowa 52205

Contract Amount \$8,837,000.00
Contract Date March 7, 2022
Pay Period October 28, 2022 - December 8, 2022

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1.1	Bonds/Permits/Insurance	LS	xxxxx	xxxxx	\$ 155,000.00	100%	\$ 155,000.00
1.2	Adminstration/Project Management	LS	xxxxx	xxxxx	\$ 100,000.00	45%	\$ 45,000.00
1.3	Mobilization	LS	xxxxx	xxxxx	\$ 230,000.00	75%	\$ 172,500.00
1.4	Toilets/Dumpster/Etc	LS	xxxxx	xxxxx	\$ 5,200.00	45%	\$ 2,364.00
1.5	Testing	LS	xxxxx	xxxxx	\$ 15,000.00	30%	\$ 4,550.00
1.6	Survey	LS	xxxxx	xxxxx	\$ 40,000.00	75%	\$ 30,000.00
1.7	SWPPP Prep./Maint./Inspection	LS	xxxxx	xxxxx	\$ 20,000.00	100%	\$ 20,000.00
2.1	Fence Removal	LS	xxxxx	xxxxx	\$ 2,500.00	90%	\$ 2,250.00
2.2	Silt Fence	LS	xxxxx	xxxxx	\$ 12,500.00	100%	\$ 12,500.00
2.3	Clear & Grub	LS	xxxxx	xxxxx	\$ 45,000.00	100%	\$ 45,000.00
2.4	Demo Piping/ Aeration/ Manholes	LS	xxxxx	xxxxx	\$ 25,000.00		
2.5	Sludge Removal Cell #2	LS	xxxxx	xxxxx	\$ 170,000.00	100%	\$ 170,000.00
2.6	Sludge Removal Cell #3	LS	xxxxx	xxxxx	\$ 95,000.00	100%	\$ 95,000.00
2.7	Synthetic Lining System Cell #1A, 1B	LS	xxxxx	xxxxx	\$ 75,000.00		
2.8	Synthetic Lining system Cell #2A, 2B	LS	xxxxx	xxxxx	\$ 75,000.00		
2.9	Buried Piping Materials	LS	xxxxx	xxxxx	\$ 950,000.00	4%	\$ 40,500.00
2.10	Buried Piping Labor	LS	xxxxx	xxxxx	\$ 475,000.00	32%	\$ 150,000.00
2.11	Wire Fence	LS	xxxxx	xxxxx	\$ 35,000.00		
2.12	Seeding/ Matting	LS	xxxxx	xxxxx	\$ 45,000.00		
2.13	Lagoon Construction Labor & Equip.	LS	xxxxx	xxxxx	\$ 625,000.00	95%	\$ 593,750.00
2.14	Strip/Respread Topsoil	LS	xxxxx	xxxxx	\$ 60,000.00	83%	\$ 50,000.00
3.1	Reinforcing Materials	LS	xxxxx	xxxxx	\$ 180,000.00	20%	\$ 36,000.00
3.2	Reinforcing Submittals	LS	xxxxx	xxxxx	\$ 3,000.00	100%	\$ 3,000.00
3.3	Submittals	LS	xxxxx	xxxxx	\$ 5,000.00	100%	\$ 5,000.00
3.4	Sampler Building Labor	LS	xxxxx	xxxxx	\$ 40,000.00		
3.5	Sampler Building Concrete Mat'ls	LS	xxxxx	xxxxx	\$ 10,000.00		
3.6	UV Building Labor	LS	xxxxx	xxxxx	\$ 125,000.00	40%	\$ 50,000.00
3.7	UV Building Materials	LS	xxxxx	xxxxx	\$ 45,000.00	40%	\$ 18,000.00
3.8	Effluent Flume Labor	LS	xxxxx	xxxxx	\$ 35,000.00	74%	\$ 26,000.00
3.9	Effluent Flume Materials	LS	xxxxx	xxxxx	\$ 10,000.00		
3.10	SAGR Control #1 Labor	LS	xxxxx	xxxxx	\$ 60,000.00	50%	\$ 30,000.00
3.11	SAGR Control #1 Materials	LS	xxxxx	xxxxx	\$ 30,000.00	67%	\$ 20,000.00
3.12	SAGR Control #2 Labor	LS	xxxxx	xxxxx	\$ 40,000.00	33%	\$ 13,333.33
3.13	SAGR Control #2 Materials	LS	xxxxx	xxxxx	\$ 20,000.00	33%	\$ 6,666.67
3.14	SAGR Control #3 Labor	LS	xxxxx	xxxxx	\$ 60,000.00		
3.15	SAGR Control #3 Materials	LS	xxxxx	xxxxx	\$ 30,000.00		
3.16	SAGR control #4 Labor	LS	xxxxx	xxxxx	\$ 40,000.00		
3.17	SAGR control #4 Materials	LS	xxxxx	xxxxx	\$ 20,000.00		
3.18	UV Building Labor	LS	xxxxx	xxxxx	\$ 90,000.00	44%	\$ 40,000.00
3.19	UV Materials	LS	xxxxx	xxxxx	\$ 45,000.00		
3.20	Gen. Pad/Misc. Concrete/Pads L&M	LS	xxxxx	xxxxx	\$ 15,000.00		

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
4.1	Masonry Materials	LS	xxxxx	xxxxx	\$ 50,000.00		
4.2	Masonry Labor	LS	xxxxx	xxxxx	\$ 100,000.00		
4.3	Submittals	LS	xxxxx	xxxxx	\$ 5,000.00	50%	\$ 2,500.00
5.1	Structure Embeds Materials	LS	xxxxx	xxxxx	\$ 65,000.00		
5.2	Grating Materials & Labor	LS	xxxxx	xxxxx	\$ 50,000.00		
5.3	Handrail Labor & Materials	LS	xxxxx	xxxxx	\$ 45,000.00		
5.4	Submittals	LS	xxxxx	xxxxx	\$ 5,000.00	100%	\$ 5,000.00
6.1	UV Building Materials	LS	xxxxx	xxxxx	\$ 25,000.00		
6.2	UV Building Labor	LS	xxxxx	xxxxx	\$ 50,000.00		
6.3	Sampler Building Materials	LS	xxxxx	xxxxx	\$ 15,000.00		
6.4	Sampler Building Labor	LS	xxxxx	xxxxx	\$ 20,000.00		
6.5	Submittals	LS	xxxxx	xxxxx	\$ 5,000.00	100%	\$ 5,000.00
7.1	UV Building Insulation	LS	xxxxx	xxxxx	\$ 5,000.00		
7.2	Sampler Building Insulation	LS	xxxxx	xxxxx	\$ 2,000.00		
7.3	UV Building Metal Roof Panels L&M	LS	xxxxx	xxxxx	\$ 20,000.00		
7.4	Samp. Bldg Metal Roof Panels L&M	LS	xxxxx	xxxxx	\$ 10,000.00		
7.5	UV Building Metal Wall Panels L&M	LS	xxxxx	xxxxx	\$ 10,000.00		
7.6	Samp. Bldg Metal Wall Panels L&M	LS	xxxxx	xxxxx	\$ 7,500.00		
7.7	Gutters & Downspouts L&M	LS	xxxxx	xxxxx	\$ 3,000.00		
7.8	Joint Sealants Labor & Materials	LS	xxxxx	xxxxx	\$ 7,500.00		
7.9	Submittals	LS	xxxxx	xxxxx	\$ 5,000.00	100%	\$ 5,000.00
8.1	Steel Doors, Frames & Hdwe Mat'ls	LS	xxxxx	xxxxx	\$ 20,000.00		
8.2	Steel Doors Frames & Hdwe Labor	LS	xxxxx	xxxxx	\$ 5,000.00		
8.3	Coiling /Overhead Door L&M	LS	xxxxx	xxxxx	\$ 25,000.00		
8.4	Access Hatches Labor & Materials	LS	xxxxx	xxxxx	\$ 2,500.00		
8.5	Glazing	LS	xxxxx	xxxxx	\$ 5,000.00		
8.6	Submittals	LS	xxxxx	xxxxx	\$ 5,000.00	100%	\$ 5,000.00
9.1	Painting Labor & Materials	LS	xxxxx	xxxxx	\$ 25,000.00		
9.2	Gypsum Board Labor & Materials	LS	xxxxx	xxxxx	\$ 35,000.00		
9.3	Submittals	LS	xxxxx	xxxxx	\$ 1,000.00		
10.1	Fire Extinguisher	LS	xxxxx	xxxxx	\$ 300.00		
11.1	Sluice Gates Installation	LS	xxxxx	xxxxx	\$ 80,000.00		
11.2	Sluice Gates Materials	LS	xxxxx	xxxxx	\$ 200,000.00		
11.3	Primary SAGR Sac. Walls Mat'ls	LS	xxxxx	xxxxx	\$ 50,000.00		
11.4	Secondary SAGR Sac. Wall Mat'ls	LS	xxxxx	xxxxx	\$ 50,000.00		
11.5	Primary SAGR Walls Labor	LS	xxxxx	xxxxx	\$ 75,000.00		
11.6	Secondary SAGR Walls Labor	LS	xxxxx	xxxxx	\$ 75,000.00		
11.7	Primary SAGR Aggregate L&M	LS	xxxxx	xxxxx	\$ 400,000.00		
11.8	Secondary SAGR Aggregate L&M	LS	xxxxx	xxxxx	\$ 400,000.00		
11.9	Mulch Labor & Materials	LS	xxxxx	xxxxx	\$ 60,000.00		
11.10	Fine grade for Liners L&M	LS	xxxxx	xxxxx	\$ 60,000.00		
11.11	Inter SAGR piping Materials	LS	xxxxx	xxxxx	\$ 50,000.00		
11.12	Inter SAGR Piping Labor	LS	xxxxx	xxxxx	\$ 100,000.00		
11.13	Nexom Blower/Aeration Equip. Mat'ls	LS	xxxxx	xxxxx	\$ 738,000.00		
11.14	Blower/Aeration Equipment Labor	LS	xxxxx	xxxxx	\$ 250,000.00		
11.15	Nexom Blower/Aeration Downpaym't	LS	xxxxx	xxxxx	\$ 82,000.00	100%	\$ 82,000.00
11.16	Sampler Labor & Materials	LS	xxxxx	xxxxx	\$ 12,000.00		
11.17	UV Equipment Materials	LS	xxxxx	xxxxx	\$ 225,000.00		
11.18	UV Equipment Labor	LS	xxxxx	xxxxx	\$ 92,000.00		
11.19	UV Equipment Down payment	LS	xxxxx	xxxxx	\$ 25,000.00		
11.20	Sanitary Pump Materials	LS	xxxxx	xxxxx	\$ 50,000.00		
11.21	Pumps Labor	LS	xxxxx	xxxxx	\$ 10,000.00		
11.22	Submittals UV/NEXOM/ sampler	LS	xxxxx	xxxxx	\$ 15,000.00	100%	\$ 15,000.00

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
12.1	Laboratory Casework Materials	LS	xxxxx	xxxxx	\$ 20,000.00		
12.2	Laboratory Casework Labor	LS	xxxxx	xxxxx	\$ 5,000.00		
12.3	Submittals	LS	xxxxx	xxxxx	\$ 1,000.00		
13.1	Process Piping Labor & Materials	LS	xxxxx	xxxxx	\$ 275,000.00		
13.2	Submittals	LS	xxxxx	xxxxx	\$ 5,000.00		
14.1	Hoists Equipment Materials	LS	xxxxx	xxxxx	\$ 25,000.00		
14.2	Hoists Equipment Labor	LS	xxxxx	xxxxx	\$ 5,000.00		
14.3	Submittals	LS	xxxxx	xxxxx	\$ 1,000.00		
15.1	HVAC Materials	LS	xxxxx	xxxxx	\$ 75,000.00		
15.2	HVAC Labor	LS	xxxxx	xxxxx	\$ 9,000.00		
15.3	Plumbing Materials	LS	xxxxx	xxxxx	\$ 50,000.00		
15.4	Plumbing Labor	LS	xxxxx	xxxxx	\$ 15,000.00		
15.5	Submittals	LS	xxxxx	xxxxx	\$ 5,000.00	100%	\$ 5,000.00
16.1	Generator & Transfer Switch Material	LS	xxxxx	xxxxx	\$ 65,000.00		
16.2	Generator & Transfer Switch Labor	LS	xxxxx	xxxxx	\$ 45,000.00		
16.3	Electrical Materials	LS	xxxxx	xxxxx	\$ 115,000.00		
16.4	Electrical Labor	LS	xxxxx	xxxxx	\$ 65,000.00		
16.5	Submittals	LS	xxxxx	xxxxx	\$ 5,000.00	60%	\$ 3,000.00
17.1	Process Control & Instrument L&M	LS	xxxxx	xxxxx	\$ 160,000.00		
17.2	Submittals	LS	xxxxx	xxxxx	\$ 5,000.00		
Contract Price:					\$ 8,837,000.00		\$ 1,963,914.00

MATERIALS STORED SUMMARY				
	Description	# of Units	Unit Price	Extended Cost
2.9	Buried Pipe (Schimberg)	LS	\$ 817,990.61	\$ 817,990.61
3.1	Reinforcing Materials (CMI)	LS	\$ 34,102.10	\$ 34,102.10
3.9	Parshall Flume	1	\$ 10,000.00	\$ 10,000.00
5.1	Structure Embeds Materials (Breuer)	LS	\$ 9,976.04	\$ 9,976.04
11.13	Nexom Blower & Aeration Equipment Materials	LS	\$ 506,300.00	\$ 506,300.00
15.1	Dehumidifier	1	\$ 3,485.00	\$ 3,485.00
15.1	Grilles	LS	\$ 280.00	\$ 280.00
Total				\$ 1,382,133.75

SUMMARY		
	Total Approved	Total Completed
Contract Price	\$ 8,837,000.00	\$ 1,963,914.00
Approved Change Order (list each)		
Revised Contract Price	\$ 8,837,000.00	\$ 1,963,914.00

Stored \$ 1,382,133.75
 Total Earned \$ 3,346,047.75
 Retainage (5%) \$ 167,302.39
 Total Earned Less Retainage \$ 3,178,745.36

Total Previously Approved (list each)		
Pay Estimate No. 1	\$ 756,667.50	
Pay Estimate No. 2	\$ 511,380.70	
Pay Estimate No. 3	\$ 1,265,515.11	
Pay Estimate No. 4	\$ 165,941.25	

Total Previously Approved \$ 2,699,504.56
 Amount Due This Request \$ 479,240.80

Percent Complete 22%

The amount \$479,240.80 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
Boomerang Corp.

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
West Branch, Iowa

Signature: *Anthony Pawlson*
 Name: Anthony Pawlson
 Title: Controller
 Date: 12/14/22

Signature: *Emily Linebaugh*
 Name: Emily Linebaugh
 Title: Engineer
 Date: December 14, 2022

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

OK per Matts.

RESOLUTION 2022-117

**RESOLUTION RECOMMENDING AWARD OF THE CONTRACT FOR THE
HERBERT HOOVER HIGHWAY PROJECT.**

WHEREAS, the City and Johnson County (the “County”) entered into a 28E Agreement for the construction of the Herbert Hoover Highway Project, a joint project between Johnson County and the City (the “Project”), said Project to construct improvements to Herbert Hoover Highway and the intersection of W. Main Street and Cedar-Johnson Road in the City; and

WHEREAS, pursuant to said 28E Agreement, the County received bids for said Project;

WHEREAS, the bid of Streb Construction, Inc., was the lowest responsive, responsible bidder in the total amount of \$1,455,593.85; and

WHEREAS, pursuant to the 28E Agreement, the City share of the Project will be \$799,689.15; and

WHEREAS, pursuant to said 28E Agreement, the City had the right to recommend rejection of the bids.

NOW, THEREFORE, IT IS RESOLVED the City Council of the City of West Branch, Cedar County, Iowa, that the City recommends that the County award the construction contract to the lowest responsive, responsible bidder, Streb Construction, Inc. for this Project. Further, the City Clerk is hereby directed to send this resolution to Johnson County prior to the County’s action on the bids.

Passed and approved this 19th day of December, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



4001 River Ridge Drive NE
Cedar Rapids, IA 52402
Office: (319) 377-4629
Fax: (319) 377-8498

December 13th, 2022

Johnson County Secondary Roads
c/o Paul Wittau, EI
4810 Melrose Avenue West
Iowa City, IA 52246
cc. Dave Schechinger, P.E.
West Branch City Engineer Representative

Mr. Wittau,

Anderson-Bogert has reviewed the bids that were received for the Johnson County project numbered **LFM-HHH3-RAB—7x-52**. The apparent low responsive/responsible bid submitted was in the amount of \$1,455,593.85 by Streb Construction Co., Inc. Anderson-Bogert's estimate of probable construction cost was approximately \$1,828,445.60. This amounts to a difference of \$372,851.75, or about 25% of the apparent low bid amount.

The 6 bids received had an overall range around \$266,229.75, or about 18% of the apparent low bid value. It is our opinion that all 6 bids were submitted in a fair and competitive manner. We feel confident that the bids received represent reasonable costs associated with the proposed improvements, and that the fair cost to construct the improvements is lower than the engineer's estimate.

The design team worked continuously with the City and County to ensure a cost-efficient solution was found for both entities. Several cost opinions have been generated throughout the process. The intention of such estimates is to conservatively estimate costs which aid the County and City in budgeting for the project. Based on current supply chain susceptibility, our intent is to error on the high-end rather than provide an estimate below the apparent low bidder.

Upon reviewing the apparent low bid, Anderson-Bogert's key items of overestimation included major bid items such as: Class 10 Waste, Standard PCC 9" pavement, and commercial HMA mix. Anderson-Bogert noticed the largest underestimation in the following items: colored concrete items, lighting poles (lump sum unique situation for every individual project), and mobilization (lump sum). Most of these items listed are not typically susceptible to unanticipated overruns and underruns during construction. Most specify measurement as "the quantity shown in the contract documents". For this reason, we feel that the bid amount for these items will generally be reflected similarly on the final pay estimate.

Anderson-Bogert recommends awarding this project to Streb Construction Co., Inc. in the amount of \$1,455,593.85 as the apparent low bidder.

Sincerely,

Jacob Sprengeler, P.E., ENV SP, Anderson-Bogert Engineers and Surveyors, Inc.

Bid Opening Report
Project# LFM-HHH3-RAB--7X-52

F44 (Herbert Hoover Highway NE) in Sections 1 and 12, T79N, R5W, Scott Township, Johnson County, Iowa and in Sections 6 and 7, T79N, R4W, Springdale Township, Cedar County, Iowa

Tuesday, December 13, 2022 - 9:00 A.M.

Proposal Guarantee = \$100,000.00

Company	City	State	Proposal Guarantee?	Addenda Attached?	Bid Total (as-read)	Bid Total*
Streb Construction Co., Inc.	Iowa City	IA	<input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	\$ 1,455,593.85	\$ 1,455,593.85
All American Concrete, Inc.	West Liberty	IA	<input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	\$ 1,519,213.15	\$ 1,519,213.15
Boomerang Corp.	Anamosa	IA	<input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	\$ 1,577,628.50	\$ 1,577,628.50
Croell, Inc.	New Hampton	IA	<input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	\$ 1,604,159.35	\$ 1,604,159.35
Peterson Contractors Inc.	Reinbeck	IA	<input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	\$ 1,642,750.20	\$ 1,642,750.20
Midwest Concrete, Inc.	Peosta	IA	<input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	\$ 1,721,823.60	\$ 1,721,823.60
			<input type="checkbox"/>	N/A <input type="checkbox"/>		
			<input type="checkbox"/>	N/A <input type="checkbox"/>		
			<input type="checkbox"/>	N/A <input type="checkbox"/>		
			<input type="checkbox"/>	N/A <input type="checkbox"/>		
			<input type="checkbox"/>	N/A <input type="checkbox"/>		
			<input type="checkbox"/>	N/A <input type="checkbox"/>		
			<input type="checkbox"/>	N/A <input type="checkbox"/>		
			<input type="checkbox"/>	N/A <input type="checkbox"/>		
			<input type="checkbox"/>	N/A <input type="checkbox"/>		
			<input type="checkbox"/>	N/A <input type="checkbox"/>		
			<input type="checkbox"/>	N/A <input type="checkbox"/>		
Engineer's Estimate						\$ 1,830,000.00

*-See IDOT Specifications Section 1102.09.B

Apparent Low Responsive, Responsible Bid