

City of West Branch

~ A Heritage for Success ~

110 N. Poplar St. • P.O. Box 218 • West Branch, Iowa 52358
Ph. 319-643-5888 • Fax 319-643-2305 • www.westbranchiowa.org • wbcity@Lcom.net

CITY COUNCIL MEETING AGENDA
Monday, May 2, 2011 • 7:00 p.m.
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

1. Call to order
2. Roll call
3. Welcome
4. Approve Agenda/Consent Agenda/Move to action
 - a. Approve minutes from the April 18, 2011 City Council Meeting.
 - b. Approve bridge inspection agreement between the City of West Branch and Calhoun-Burns and Associates, Inc. for a lump sum of \$600 plus additional hourly fees, if necessary, for load rating computations and/or scour evaluations.
 - c. Approve five-year Agreement for Maintenance and Repair of Primary Roads in Municipalities between the City of West Branch and the Iowa Department of Transportation.
5. Communications/Open Forum
6. Public, Department Heads, Commissions, City Administrator and City Council
 - a. Approve Resolution 935, adopting conservation measures for City of West Branch public buildings and facilities./Move to action.
 - b. Accept Shive-Hattery, Inc. proposal for development services for the West Branch Community Center for a lump sum fee of \$9,900./Move to action.
 - c. Third reading of Ordinance 675 amending Chapter 90 "WATER SERVICE SYSTEM" by establishing a permit fee per the City of West Branch Schedule of Fees./Move to action.
 - d. Third reading of Ordinance 676 amending Chapter 96 "BUILDING SEWERS AND CONNECTIONS" by establishing a permit fee per the City of West Branch Schedule of Fees./Move to action.
 - e. Approve Resolution 936, establishing a schedule of fees for the City of West Branch and establishing permit fees for water and sewer connections of \$315 each plus automatic increases of 5% per year for the next five years./Move to action.
 - f. Approve financing agreement for principal amount of \$376,700 for the West Branch Fire Department Expansion Project./Move to action.

Mayor: Don Kessler • **Council Members:** Mark Worrell, David Johnson, Robert Sexton, Jim Oaks, Dan O'Neil
City Administrator/Clerk: Matt Muckler • **Deputy City Clerk:** Dawn Brandt • **Library Director:** Nick Shimmin
Parks & Recreation Director: Melissa Russell • **Police Chief:** David Bloem • **Fire Chief:** Kevin Stoolman

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- g. Approve Resolution 937, setting a date for a hearing at the City of West Branch Regular Council Meeting scheduled for May 16, 2011, on the issuance of not to exceed \$400,000 General Obligation Local Option Sales Tax Bonds for the purpose of financing the West Branch Fire Department Expansion Project./Move to action.
 - h. Approve engineering services agreement with Veenstra & Kimm, Inc. for Lift Station and Force Main Improvements 2011 in an amount not to exceed \$97,700./Move to action.
 - i. Approve engineering services agreement with Veenstra & Kimm, Inc. and competitive quotation bid process for Water Tower Repair and Coating 2011 in an amount not to exceed \$5,900./Move to action.
 - j. Set a public hearing per Section 384.38(3a) of the Code of Iowa for the purpose of the creation of a wastewater connection fee district./Move to action.
7. Mayor
- a. Appointments/Reappointments/Move to action.
8. Reports
- a. City Administrator Matt Muckler – City of West Branch Website Update
 - b. City Administrator Matt Muckler – U.S. Department of Justice Office of Community Oriented Policing Services COPS Hiring Program Grant Opportunity
 - c. Park and Recreation Director Melissa Russell – Update on Cookson Community Center.
9. Adjourn

(The following is a synopsis of the minutes of the West Branch City Council meeting. The full text of the minutes is available for inspection at the City Clerk's office. The minutes are not approved until the next regularly scheduled City Council meeting.)

**West Branch, Iowa
Council Chambers**

City Council Meeting

**April 18, 2011
7:00 p.m.**

Mayor Don Kessler opened the West Branch City Council meeting by welcoming the audience and the following City staff: City Administrator/Clerk Matt Muckler, Assistant Library Director Becky Knoche, Library Director Nick Shimmin, Police Chief David Bloem, Crime Data Processor Gina Heick, Park & Rec. Director Melissa Russell, Fire Chief Administrator Dick Stoolman, Fire Chief Kevin Stoolman. Council members: Mark Worrell, David Johnson, Robert Sexton, Dan O'Neil, and Jim Oaks.

APPROVE AGENDA/CONSENT AGENDA

- a) Approve minutes from the April 4, 2011 City Council Meeting.
- b) Approve minutes from the April 11, 2011 Council Work Session.
- c) Approve claims.
- d) Approve Change Order #1 in amount of \$1386.00 to Fire Station Expansion Project.

Motion by Sexton, second by Johnson. Roll call vote – Ayes: Sexton, Johnson, Worrell, O'Neil,, Oaks. Motion carried.

City of West Branch			Hygienic Lab	testing	230.00
Claims - 4/18/11			IA Assoc. Municipal Util.	training	30.00
ABC Fire Protection	fire ext. service	1187.25	Iowa Business Supply	office supplies	137.22
Aero Rental	drywall lift	565.55	Iowa DNR	application fee	20.00
Alliant Energy	utilities	8887.06	Iowa Network Services	service contract	26.99
Amazon	supplies	40.09	Iowa One Call	service	19.80
Amsan	supplies	70.02	Iowa Paper	mats	592.32
Baker & Taylor Books	books	638.53	Iowa Workforce Dev.	unemployment	21.44
Barron Motor Supply	supplies	207.25	Johnson County Refuse	recycling/tags	4798.25
BDC Bldg. Plan Review	bldg. inspections	193.20	Kone Inc.	elevator contract	450.00
Bloem, David	reimbursement	11.45	LL Pelling Co. Inc.	premix	497.25
Borland-Kaalberg, Ashley	reimbursement	11.10	Lease Consultants Corp.	service	59.00
BP Amoco	fuel	1322.83	Lenoch & Cilek	supplies	25.19
Brown Supply Co. Inc	supplies	380.00	Liberty Communications	utilities	1304.86
Business Radio Sales	service	150.00	Linn Co. REC	utilities	102.00
Cedar County Recorder	recording fees	48.00	Lynch's Plumbing	service	636.00
Cedar County Solid Waste	debris removal	36.00	Mata, Robert	credit refund	60.67
Cedar Rapids Photo Copy	service	102.41	Medtronic Emergency	supplies	312.15
Chris Jones Trucking	trucking	455.07	Menards	supplies	636.25
Creations With a Twist	service contract	112.81	Moss, Tim	reimbursement	102.80
	consulting		Ann Nash	cleaning	240.00
Creative Software Service	service	1386.73	Newell, Christian	credit refund	74.02
Culligan Water			Niabi Zoo	deposit	25.00
Technology	service	2.95	North American Salt Co.	salt	4905.94
Cy Frommelt	tree removal	355.00	Oasis Electric	service	350.00
Dave's Welding & Repair	service	205.78	Office Depot	office supplies	81.25
Deweys Jack & Jill	supplies	26.52	Olson, Atty. Kevin	legal service	1250.00
Division of Labor/Elevator	service	125.00	Payroll	4/1/2011	25851.28
Ebsco Subscription	subscriptions	929.09	Payroll	4/15/2011	31206.67
Ed M Feld Equipment Co.	uniforms/supplies	5652.05	Peden, Shanelle	videotaping	250.00
Fleet Services	fuel	265.50	Pitney Bowes	postage	550.80
General Pest Control	service	70.00	Plato Electric	service	5080.00
Great America Leasing	copier contract	252.06	Play It Again Sports	soccer supplies	167.87
Hach Company	testing	372.41	Pyramid Services	supplies	22.57
Heick, Gina	cleaning	40.00	QC Analytical Services	testing/training	1292.00
HSBC Business Solutions	supplies	112.50	Quill Corp.	office supplies	84.53
			S & G Materials	sand	671.78

Simkin, Atty. Douglas	legal service	717.50	West Branch Ford	service	278.97
Sirchie Finger Print Lab	supplies	47.59	West Branch Heating	furnace repair	364.60
Spahn & Rose Lumber	dricrete	50.81	West Branch Times	publications	714.64
Sprint	service contract	179.97			
Staples	office supplies	57.53	Total		\$188,008.91
Streicher's Inc.	supplies	210.96			
The Library Store Inc.	supplies	29.20	Fund Totals		
Tipton Conservative	subscription	33.00	General Fund	129640.19	
Treasurer State of Iowa	sales tax	1579.80	Civic Center	2241.90	
United Laboratories	supplies	433.02	Library	9434.85	
UPS	shipping	101.69	Road Use Tax	12493.11	
Upstart	supplies	466.50	Police Recovery Act Grant	2081.22	
US Bank	fire tanker loan	75379.96	Trust & Agency	10290.16	
US Cellular	service	577.28	Water	12249.90	
Vargason, Colleen	supplies	89.00	Sewer	9577.58	
Walmart	supplies	216.78		\$188,008.91	
Wenndt, Joe	training	100.00			

The Clerk reported the following receipts for the month of March 2011:

Water, Sewer, Recycling	\$	50,171.57	Cedar Co. Property Tax	\$	175,344.73
Water Utility Deposits	\$	100.00	Johnson Co. Prop. Tax	\$	1,205.66
Cookson Rent	\$	-	Road Use Tax	\$	21,243.73
Town Hall Rent	\$	270.00	Fines	\$	537.33
Misc.	\$	793.79	Twp. Fire Contract		
Library	\$	3,041.73	Building Permits	\$	9,928.75
Donations	\$	7,500.00	Police Department Grant	\$	(35,333.93)
Interest	\$	339.86	Krouth Fund Interest	\$	0.36
Investments Interest	\$	439.32	M. Gray Savings Interest	\$	2.00
Cable fees	\$	-	Cemetery Perp. Care Int.		
Hometown Days	\$	-	MV Fuel Tax Refund		
Cat & Dog Registrations	\$	120.00	Reimbursement/Refunds		
Beer & Liquor Lic. Fees	\$	617.50	Grave Openings	\$	225.00
Park & Rec. Activities	\$	839.00	Cemetery Lots	\$	-
SUBTOTAL	\$	64,232.77	SUBTOTAL	\$	173,153.63
			TOTAL	\$	237,386.40

The Clerk reported the following balances on hand for the month of March 2011:
(Balances =Financial Statement Report Bank Balance + Investments)

Funds	Bank Balance	Investments	Total
001 General	\$ 196,371.88	\$ 228,952.43	\$ 425,324.31
011 Police Donations	\$ 8,851.54	\$ -	\$ 8,851.54
014 Fire Dept. Donations	\$ 60,100.00	\$ -	\$ 60,100.00
018 Park Donations	\$ 5,388.71	\$ -	\$ 5,388.71
022 Civic Center	\$ 32,303.86	\$ -	\$ 32,303.86
031 Library Operating	\$ (20,664.67)	\$ 16,312.85	\$ (4,351.82)
036 Tort Liability	\$ 11,084.15	\$ -	\$ 11,084.15
050 Home Town Days	\$ 11,473.28	\$ -	\$ 11,473.28
110 Road Use Tax	\$ 199,393.40	\$ 29,896.67	\$ 229,290.07
111 Police Recovery Act Grant	\$ (8,324.86)	\$ -	\$ (8,324.86)
112 Trust & Agency	\$ 15,087.97	\$ -	\$ 15,087.97
119 Emergency Tax Fund	\$ 51,835.13	\$ -	\$ 51,835.13
121 Local Option Tax	\$ -	\$ -	\$ -
125 TIF	\$ 698,079.28	\$ -	\$ 698,079.28
160 Economic Develop.	\$ 138,934.85	\$ -	\$ 138,934.85
200 Debt Service	\$ 1,354.33	\$ -	\$ 1,354.33

226 SRF Debt Service	\$	95,716.78	\$	-	\$	95,716.78
300 Capital Improvement	\$	274.23	\$	-	\$	274.23
500 Cemetery Perpetual	\$	9,254.97	\$	88,000.00	\$	97,254.97
501 Krouth Fund Principal	\$	-	\$	101,286.74	\$	101,286.74
502 Krouth Enlow Int. Fund	\$	8,501.75	\$	16,025.96	\$	24,527.71
600 Water Operating	\$	232,324.79	\$	123,900.21	\$	356,225.00
603 Water Sinking Fund	\$	37,966.64	\$	-	\$	37,966.64
610 Sewer Operating	\$	152,353.89	\$	76,587.19	\$	228,941.08
TOTAL	\$	1,937,661.90	\$	680,962.05	\$	2,618,623.95

COMMUNICATIONS/OPEN FORUM

Worrell invited discussion on future construction change orders. Fire Chief Stoolman stated his concern in waiting for a Council meeting to have a change order approved and the possible delay in the project. Discussion was held on potential alternatives. City staff was directed to approve, at their discretion, change orders up to \$5000. Chief Stoolman was directed to discuss future change order requests with City Administrator Matt Muckler.

PUBLIC, DEPARTMENT HEADS, COMMISSIONS, CITY ADMINISTRATOR AND CITY COUNCIL

City Attorney Kevin Olson, Conflict of Interest Update

Olson presented information on law behind conflict of interest. He stated that it is the responsibility of each individual Council member to determine if there is a conflict of interest prior to voting on an item.

Approve Subdivider's Agreement on Meadows Subdivision between the City of West Branch, IA and KLM Investment, L.L.C./Move to action.

Olson discussed the subsection, concerning traffic issues and the crossing on Main Street, that was altered since the last Council meeting.

Motion by Worrell, second by Sexton to approve Subdivider's Agreement. Roll call vote – AYES: Worrell, Sexton, Johnson, O'Neil, Oaks. Motion carried.

Approve variance on Meadows Subdivision per 170.22 of the City of West Branch Code of Ordinances./Move to action.

Muckler referenced the grade of Orange Street being similar to the proposed street grade on Dawson Court. Discussion was had on potential problems and solutions with changing the grade.

Motion by Sexton, second by Worrell to approve variance on Meadows Subdivision per 170.22 of the City of West Branch Code of Ordinances. Roll call vote – AYES: Sexton, Worrell, O'Neil. NAYS: Johnson, Oaks. Motion failed.

Approve preliminary plat of Meadows Subdivision, pursuant to the execution of the Subdivider's Agreement between the City of West Branch and KLM Investment, L.L.C./Move to action.

Motion by Sexton, second by Worrell to approve preliminary plat. Roll call vote – AYES: Sexton, Worrell, O'Neil, Johnson, Oaks. Motion carried.

First reading of Ordinance 679 amending Chapter 17 "COUNCIL" of the Code of West Branch, Iowa./Move to action.

Muckler said ordinance 679 would set Council meetings year round at 7:00 PM.

Motion by Johnson, second by Worrell to approve first reading of Ordinance 679. Roll call vote – AYES: Johnson, O'Neil. NAYS: Worrell, Sexton, Oaks. Motion failed.

Bill Schulte, Executive Director, Cedar County Economic Development Commission – Discussion on Future Projects.

Schulte asked Council for their suggestions on what they feel is needed for the small communities from CEDCO. Discussion was had on ideas that CEDCO could pursue to be of more assistance to small communities.

Second reading of Ordinance 675 amending Chapter 90 “WATER SERVICE SYSTEM” by establishing a permit fee per the City of West Branch Schedule of Fees./Move to action.

Motion by Sexton second by Worrell to approve second reading of Ordinance 675. AYES: Sexton, Worrell, O’Neil, Johnson, Oaks. Motion carried.

Second reading of Ordinance 676 amending Chapter 96 “BUILDING SEWERS AND CONNECTIONS” by establishing a permit fee per the City of West Branch Schedule of Fees./Move to action.

Motion by Worrell, second by Sexton to approve second reading of Ordinance 676. AYES: Worrell, Sexton, Johnson, O’Neil, Oaks. Motion carried.

MAYOR DON KESSLER

Appointments/Reappointments

None

REPORTS

Crime Data Processor Gina Heick – West Branch Police Department Monthly Report

Heick added that the Cedar County Sherriff’s Department will hold a prescription drug disposal program for the community to properly dispose of expired and no longer needed drugs from 10:00 a.m-2:00 p.m on Saturday April 30, 2011 at the Cedar County Law Enforcement Center.

ADJOURNMENT

Meeting adjourned by Mayor Kessler. City Council meeting adjourned at 7:56 p.m.

Don Kessler, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

AGREEMENT

THIS IS AN AGREEMENT effective as of _____, 2011 ("Effective Date") between the City of West Branch, Iowa ("City") and Calhoun-Burns and Associates, Inc., West Des Moines, Iowa ("Engineer"). Engineer agrees to provide the services described below to City for 2011 bridge inspection and load rating in the City of West Branch, Iowa ("Assignment").

Description of Engineer's Services:

- Routine inspection of four (4) bridges - Attachment A
- Under-deck inspection via ladder
- Includes update of the load rating calculations if necessary
- Includes update of the scour evaluation if necessary; does not include level C scour
- Work will be in accordance with Iowa Department of Transportation and Federal Highway Administration guidelines and requirements.

City and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and City shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to City.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If City fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, Engineer may, without liability, after giving seven days written notice to City, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.01 Additional Services

A. If authorized by City, or if required because of changes in the Assignment, Engineer shall furnish services in addition to those set forth above.

B. City shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Assignment an amount equal to the cumulative hours charged to the Assignment by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by City to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Assignment are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to City on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by City effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Assignment materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the State of Iowa.

6.01 Successors, Assigns, and Beneficiaries

A. City and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of City and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of City and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal

representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither City nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its Citys may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents.

C. To the fullest extent permitted by law, City and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and Citys, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Assignment, and (2) agree that Engineer's total liability to City under this Agreement shall be limited to \$10,000.00 or the total amount of compensation received by Engineer, whichever is greater.

D. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until City: (i) retains appropriate specialist Citys or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between City and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment

A. Using the procedures set forth in paragraph 2.01, City shall pay Engineer as follows:

- | | |
|---|--|
| 1. General Inspection: | Lump Sum = \$ 600.00 |
| 2. Load Rating Computations: | Per Hourly Billing Rates
at about \$85.00 Each. |
| 3. Updated Level A or B
Scour Evaluations: | Per Hourly Billing Rates
at about \$70.00 Each. |

B. The Engineer's compensation is conditioned on the time to complete the Assignment not exceeding six (6) months. Should the time to complete the assignment be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

CITY:

ENGINEER:

By: _____

By: Michael A. Vander Wert
Michael A. Vander Wert, P.E.

Title: _____

Title: President

Date: _____

Date: 03/01/2011

ATTESTED BY:

Signature

Title: _____

Date: _____

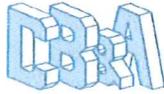
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ATTACHMENT A

**List of Structures for
City of West Branch, IA
Bridge Inspection and Rating Program—2011**

FHWA Structure No.	Features Crossed	Facility Carried
012371	West Branch Wapsinonic Creek	Main Street
012380	West Branch Wapsinonic Creek	College Street
018431	Drainage Ditch	Main Street
102161	West Branch Wapsinonic Creek	300 th Street



ATTACHMENT B

HOURLY BILLING RATES (EFFECTIVE JULY 1, 2009)

Principal of Firm II:	\$149.50/Hour
Principal of Firm I:	\$146.00/Hour
Project Manager IV	\$148.00/Hour
Project Manager III	\$144.50/Hour
Project Manager II	\$140.00/Hour
Project Manager I	\$136.00/Hour
Professional Engineer IV:	\$143.50/Hour
Professional Engineer III:	\$134.00/Hour
Professional Engineer II:	\$120.00/Hour
Professional Engineer I:	\$108.50/Hour
Design Engineer IV:	\$121.50/Hour
Design Engineer III:	\$105.00/Hour
Design Engineer II:	\$ 98.00/Hour
Design Engineer I:	\$ 89.50/Hour
Design Technician IV:	\$105.00/Hour
Design Technician III:	\$ 95.50/Hour
Design Technician II:	\$ 85.00/Hour
Design Technician I:	\$ 76.00/Hour
Technician IV:	\$ 87.50/Hour
Technician III:	\$ 78.00/Hour
Technician II:	\$ 68.50/Hour
Technician I:	\$ 59.00/Hour
Office Manager:	\$105.00/Hour
Administrative Assistant IV:	\$ 76.50/Hour
Administrative Assistant III:	\$ 71.00/Hour
Administrative Assistant II:	\$ 64.00/Hour
Administrative Assistant I:	\$ 54.50/Hour
Mileage:	Current IRS Standard Rate
Expenses:	Actual Cost

Hourly rates shall be adjusted on July 1 each year in accordance with Consulting Engineers' normal business practice.

B1



Iowa Department of Transportation

District 6 Maintenance Office
5455 Kirkwood Blvd. SW, Cedar Rapids, IA 52404

(319) 365-3558
Fax (319) 730-1564

April 18, 2011

Ref: 832
City of West Branch

Matt Muckler, Clerk
City of West Branch
PO Box 218
West Branch, IA 52358-0218

Dear Matt:

Please find enclosed the five-year Agreement for Maintenance and Repair of Primary Roads in Municipalities between the City of West Branch and the Iowa Department of Transportation. This agreement outlines the responsibilities for maintenance and repair of the primary roads within the corporate limits of the city during the period of July 1, 2011 through June 30, 2016.

Please review the document and if in agreement, please have the appropriate authority sign their approval. It will then need to be returned to our office for approval by our district engineer. A final copy will be returned to you for your files.

If you have any further questions, please contact me at this office.

Sincerely,

A handwritten signature in cursive script that reads "John Wilson".

John Wilson
District Maintenance Manager

JW/dh
Enclosure



Iowa Department of Transportation

Agreement for Maintenance and Repair of Primary Roads in Municipalities

This Agreement made and entered into by and between the Municipality of West Branch, Cedar County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.4, 313.5, 313.21-.23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

- I. The Department shall maintain and repair:
 - A. Freeways (functionally classified and constructed)
 1. Maintain highway features including ramps and repairs to bridges.
 2. Provide bridge inspection.
 3. Highway lighting.
 - B. Primary Highways – Urban Cross-Section (Curbed) (See Sec. II.A)
 1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
 2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
 3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
 4. Snow Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
 5. Vehicular Bridges: Structural maintenance and painting as necessary.
 6. Provide bridge inspection.
 - C. Primary Highways – Rural Cross-Section (uncurbed)(See II.B)
 1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.
 - D. City Streets Crossing Freeway Rights of Way (See II.C)
 1. Roadsides within the limits of the freeway fence.
 2. Surface drainage of right of way.
 3. Traffic signs and pavement markings required for freeway operation.
 4. Guardrail at piers and bridge approaches.
 5. Bridges including deck repair, structural repair, berm slope protection and painting.
 6. Pavement expansion relief joints and leveling of bridge approach panels.
- II. The Municipality shall maintain and repair:
 - A. Primary Highways – Urban Cross-Section (curbed)(See Sec. I.B)
 1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
 2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
 3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.

4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.
5. Maintain sidewalks and all areas between curb and right of way line.
6. Clean, sweep and wash streets when considered necessary by the Municipality.
7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.

B. Primary Highways – Rural Cross-Section (uncurbed)(See Sec. I.C)

1. Maintain and repair highway facilities due to utility construction and maintenance.
2. Remove trees.
3. Maintain sidewalks.

C. City Streets Crossing Freeway Rights of Way (See I.D)

1. All pavement, subgrade and shoulder maintenance except expansion relief joints and bridge approach panel leveling.
2. Mark traffic lanes.
3. Remove snow including on bridges over freeway.
4. Clean and sweep bridge decks on streets crossing over freeway.
5. Maintain all roadside areas outside the freeway fence.

III. The Municipality further agrees:

- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways."
- B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 319.10 of the Code of Iowa.
- C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
- D. To comply with the current Utility Accommodation Policy of the Department.
- E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.

IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.

V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.

VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.

VII. This Agreement shall be in effect for a five year period from July 1, 2011 to June 30, 2016

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

City of West Branch

 MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

BY _____
 District Engineer

Date _____

Date _____

RESOLUTION NO. 935

A RESOLUTION TO ADOPT CONSERVATION MEASURES FOR CITY OF WEST BRANCH
PUBLIC BUILDINGS AND FACILITIES

WHEREAS, the City Council is committed to insuring the quality and safety of its natural and built environment and understands the importance of its responsibility to future generations; and

WHEREAS, West Branch will continuously improve environmental practices and strive to become a model of environmental stewardship; and

WHEREAS, the city government in its culture and actions will reflect its commitment to environmental sustainability and will strive to meet or exceed the environmental standards set by all applicable laws and regulations.

NOW, THEREFORE, BE IT RESOLVED, that through its operations, programs and services the City will adopt the following guidelines for public building projects:

1. The Council now finds that existing city buildings should strive to meet the following criteria:

Section A – Retrofitting old T12 fluorescent light fixtures with more efficient lighting equipment. This is not limited to, but includes T8 and T5 fluorescent lighting.

Section B – Have energy audits conducted to identify potential energy savings for city facilities. The council should then evaluate recommended improvements and implement as appropriate. Frequency of conducting energy audits is at the discretion of the Council.

2. The Council now finds that new and renovated city buildings projects should strive to meet the following criteria:

Section A – Install efficient lighting systems to illuminate facilities. This is not limited to but does include T8 and T5 fluorescent lighting.

Section B – Install occupancy sensors to control lighting in areas where significant energy saving would be found. These are not limited to, but commonly include low traffic areas.

Section C – Install low flow toilets and urinals where feasible to conserve water.

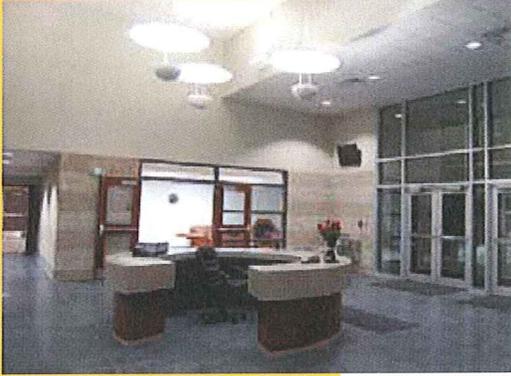
Section D – While planning construction consider how energy generation technologies could be implemented in the building. This is not limited to, but commonly includes Photovoltaic Solar Cells and Wind Turbines.

Passed and approved this 2nd day of May, 2011.

Don Kessler, Mayor

Attest:

Matt Muckler, City Administrator/Clerk



PROPOSAL TO PROVIDE
PROFESSIONAL ARCHITECTURAL SERVICES

City of 
West Branch
Community Center

April 18, 2011

SHIVEHATTERY
ARCHITECTURE+ENGINEERING

2834 Northgate Drive | Iowa City, Iowa 52245
319.354.3040 | shive-hattery.com

April 18, 2011

City of West Branch
ATTN: Ms. Melissa Russell
110 N. Poplar St.
PO Box 218
West Branch, IA 52358

RE: City of West Branch: Community Center

Dear Melissa:

Thank you for the opportunity to submit this proposal for developmental services for the West Branch Community Center. Included in this letter is a summary of the scope of work as determined from the Proposal Request and fees associated with the presented scope. Also included is a synopsis of our company and a few project sheets that represent similar projects undertaken by our community and educational clients.

WORK SCOPE

The scope as determined from the Proposal Request consists of the following tasks:

1. Meet with city staff and stakeholders to discuss and verify the Community Center program as presented in the Proposal Request.
2. Develop conceptual building sizing and layout based on the program.
3. Evaluate three sites for acceptance of the building and for site amenities including parking and utility services.
4. Develop opinions of cost for the building and site amenities. The building costs will be estimated utilizing square foot costs for standard construction and pre-engineered building construction.
5. Develop conceptual plans for three sites. The basis of the plans will be publically available aerial imagery unless other forms are provided.
6. Present findings and recommendations to the City of West Branch.

Site evaluations are contingent on legal descriptions and utility service information and capacities being provided by the City.

FEE

We propose to perform the services described above for a lump sum fee of \$9,900.

Thank you again for the opportunity to respond to your Request for Proposal. Should you have questions, feel free to call or e-mail.

Sincerely,



Mark S. Seabold, AIA LEED AP BD+C



SHIVE-HATTERY PROFILE PROVIDING OUTSTANDING CLIENT SERVICE

BEYOND FULL SERVICE

Architecture
 Engineering
 Surveying
 Interior Design
 Construction Services
 Building Envelope
 Landscape Architecture
 Master Planning
 Project Management
 Telecommunications

AWARDS

2006 - 2010 Best of the Corridor Engineering Excellence Award *Corridor Business Journal*

2010 Methodist West Hospital - Engineering Achievement Award-Grand Place (1st in Buildings & Systems) *American Council of Engineering Companies of Iowa Engineering Excellence Awards Competition*

2008 - Department of Veterans Affairs Front Entrance Renovation - *Silver Medal of Achievement*

2007 - Bancroft Clinic and EMS Facility - *Community Design Excellence Award Iowa Architectural Foundation*

2006 - Wright Medical Center Addition and Renovation - *Creative Use of Masonry Award*

2006 - Independence Mental Health Institute Reynolds Building - Special Mention Award – *Architectural Design Awards Masonry Institute of Iowa*

2005 - First City Square Retail Center - *Appreciation Award for Exceptional Masonry Design and Detailing*



Shive-Hattery is an architecture and engineering firm with **over 115 years of continuous operation**. We go beyond full service to give clients a single source of solutions. Outstanding client service is our mission. The process of getting there is unique to each project and each client. Providing the right team of talented specialists, identifying and managing the critical steps to success and delivering quality service—it's what we've done for more than 115 years.

Approximately half of our 300 employees are licensed professional architects, engineers and land surveyors trained and experienced in the skills and techniques of architecture and engineering. The remainder of the staff is experienced technical and support staff. Our firm is ranked 25th in Building Design and Construction annual listing of top architecture, engineering and construction firms.

Our firm is focused to serve six market sectors.

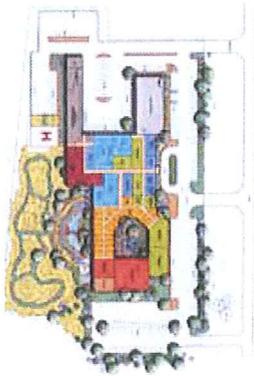
Government, Healthcare, Education, Commercial/Retail, Industry, Telecommunications

Our multi-office locations allow us to serve clients on a local and regional basis.

<i>Iowa</i>	<i>Illinois</i>	<i>Missouri</i>
Cedar Rapids	Bloomington	Chesterfield
Iowa City	Downers Grove	
West Des Moines	Moline	

SHIVE-HATTERY DESIGN SERVICES

SHIVE-HATTERY PROVIDES A WIDE RANGE OF ARCHITECTURAL AND ENGINEERING SERVICES INCLUDING THE FOLLOWING:



PLANNING

- Strategic Planning
- Community Planning
- Master Planning
- Facilities Assessment and Programming
- Space Analysis
- Density Studies
- Financial Feasibility Analysis
- Facilities Management
- Community Engagement



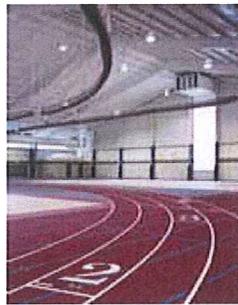
ARCHITECTURAL DESIGN

- Programming
- Pre-Design / Planning
- Educational Equipment Programming
- Architectural Design
- Building Information Modeling (BIM)
- Restoration and Preservation
- Construction Administration
- LEED / Sustainable Project Assessment



LANDSCAPE ARCHITECTURE / COMPREHENSIVE PLANNING

- Site Analysis and Programming
- Site Planning
- Planting and Hardscape Design
- Urban Design and Massing Design
- Exterior Lighting
- Density Studies
- Signage Design



INTERIOR ARCHITECTURE

- Pre-Design
- Programming
- Space Planning
- Interior Design
- Color and Material Coordination
- Furniture Selection and Specifications
- Equipment Planning
- Graphics and Signage
- Move Management
- Artwork Program



ENGINEERING

- Civil Engineering
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Transportation Engineering
- Environmental Engineering
- LEED / Sustainable Project Assessment



SURVEY TESTING

- Boundary Surveys
- ALTA/ACSM land title surveys
- Topographic Surveys
- Construction Staking
- Aerial Photography Ground Control Surveys
- Global Positioning Systems (GPS)
- 3D Scanning
- Hazardous Materials Testing

REPRESENTATIVE PROJECTS

The following projects represent work performed that is similar in function and civic oriented ownership.



SUNRISE CHILD CARE & PARKSIDE ACTIVITY CENTER

PAGE 6

The City of Wellman worked for many years to develop a new community center and was finally successful after securing Vision Iowa Funding. The project has similar attributes to the proposed West Branch Community Center including a large meeting room, offices and fitness spaces.



THE CITY OF IOWA CITY ROBERT A. LEE RECREATIONAL CENTER

PAGE 7

This project relates effort by a community to make the most out of an aged recreational facility.



MOUNT PLEASANT POLICE STATION

PAGE 8

A civic project that exhibits our ability to work with communities to think outside of the box plus support sustainable concepts by “re-use” of an abandoned grocery store.



NORTH FAMILY YMCA

PAGE 9

A collaboration of efforts between the Davenport School District and the local YMCA assisted in the development of this recreational facility. This project required experience in recreational area interaction.



SYCAMORE SCHOOL DISTRICT FIELD HOUSE ADDITION

PAGE 10

An expanded version of similar types of attributes that you are considering for your facility.

SUNRISE CHILD CARE & PARKSIDE ACTIVITY CENTER

WELLMAN, IOWA

SERVICES PROVIDED

- Architectural Design
- Electrical Engineering
- Mechanical Engineering
- Structural Engineering
- Civil Engineering

COMPLETION DATE

2010

SQUARE FOOTAGE

38,000

CLIENT REFERENCE

Tom Buckwalter
 Wellman Area Foundation
 207 7th Avenue
 PO Box 462
 Wellman, Iowa 52356
 (319) 646-6695

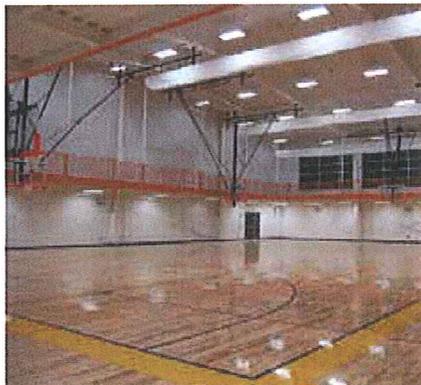
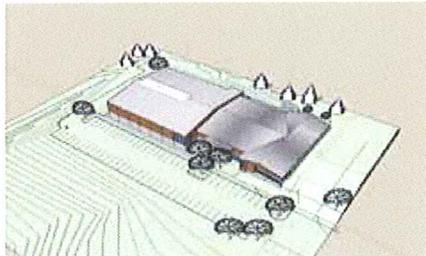


Shive-Hattery completed a feasibility study for a new 33,000-square-foot community/child care center. Shive-Hattery’s role was to assist with a needs assessment, analyze alternative approaches, prepare conceptual designs, develop a project budget and provide graphic assistance with fund-raising materials.

Shive-Hattery was then hired to provide complete architectural and engineering services for the design and construction of the facility. The facility was also targeted for LEED Gold Certification through the U.S. Green Building Council, the project is awaiting notification of certification. Shive-Hattery provided LEED assessments, sustainability design and LEED management through design and construction.

The facility includes an upper level child care center designed to respond to the developmental needs for each age group in the 72-student building . Each classroom is designed to be age-appropriate for the mobility and emotional needs of the students. The lower level features a community center with a gymnasium, elevated jogging track, locker rooms/restrooms and a multipurpose/activity room. The multipurpose room can be divided into three activity rooms: fitness center, aerobic room, and youth activity room.

Sustainable design and operational principles were used throughout the facility. The building itself is a synergistic collection of many facilities that would otherwise be located in separate buildings and would not have the benefit of being co-located. Sustainable project highlights include daylighting, geothermal heating and cooling, 68% recycled materials for the building and 29% regional materials.



THE CITY OF IOWA CITY ROBERT A. LEE RECREATIONAL CENTER

IOWA CITY, IOWA

SERVICES PROVIDED

Architectural Design

FINAL CONSTRUCTION COST

\$658,228

CLIENT REFERENCE

Kumi Morris
City of Iowa City
410 E Washington Street
Iowa City, Iowa 52240
(319) 356-5041



Built in the early 1960's the Robert A Lee Recreation Center in downtown Iowa City was in need of assistance. The single glazed window system was in need of replacement and the Kalwall translucent panels were badly yellowed due to age.

The Challenge was to replace and modernize the window system in a way that would tie into the overall design of the existing structure and provide a more energy efficient building.

The result is a building with increased street presence and identity. Modern design elements such as the perforated metal signage panels and privacy fence have heightened the style of the original building and refreshed the overall facility inside and out. The internal spaces receive much more natural light and street noise has been minimized in the pool, office and conference room areas.



MOUNT PLEASANT POLICE STATION, MOUNT PLEASANT, IOWA

SERVICES PROVIDED

- Architectural Design
- Interior Design
- Feasibility Study
- Site Design
- Structural Engineering
- Construction Administration
- Construction Management

COMPLETION DATE

2009

SQUARE FOOTAGE

Renovated: 17,000

CLIENT REFERENCE

Brent Schleisman
 City Administrator
 The City of Mount Pleasant
 220 W Monroe Street
 Mt. Pleasant, IA 52641
 (319) 385-1470



The City of Mount Pleasant contracted Shive-Hattery to review an existing building and determine if the space could be renovated to provide a new location for the Mount Pleasant Police Department. The current police station was undersized from an office and administrative standpoint and was grossly lacking secure evidence storage space. Working with the City Administrator, the Police Chief and Lieutenant, Mayor, and City Council members Shive-Hattery gathered information in order to evaluate the existing facility and provide an evaluation of the considered building.

The former grocery store proved to be an adaptable structure and Shive-Hattery developed the design for a new facility for the Mount Pleasant Police Department. The new Police Department occupied the 17,000 square foot building which is located a short walk from the town square giving it a more civic presence. The remodel included approximately 8,000 square feet of new office space, interrogation rooms, weight room, locker rooms, squad room and a training room. The remaining space is divided into evidence storage and a garage for police vehicle maintenance. Green design principles were used throughout the new facility. The site and street face of the building will complement Mount Pleasant's recent new streetscape design, also developed by Shive-Hattery, to reflect both the historic flavor of Mount Pleasant while also providing a modern image for the Mount Pleasant Police Department.



NORTH FAMILY YMCA DAVENPORT, IOWA

SERVICES PROVIDED

Architectural Design
 Civil Engineering
 Electrical Engineering
 Mechanical Engineering
 Structural Engineering
 Interior Design
 Mechanical Engineering
 Roof Services
 Construction Administration
 Construction Observation

FINAL CONSTRUCTION COST

\$6,167,505

SQUARE FOOTAGE

New: 50,000

COMPLETION DATE

2001

CLIENT REFERENCE

Bill Good
 Formerly with the Davenport
 Community School District
 Des Moines Public Schools
 1658 East Euclid
 Des Moines, IA 50313
 515.242.8321
 harold.good@dmps.k12.ia.us



This project is a win-win for the Davenport School District and the Scott County Family YMCA. The district had capital funds to construct the facility yet had limited funds to operate it. The local YMCA had the opposite, access to operating funds, yet limited capital money. Shive-Hattery worked with both parties to design a facility responsive to the unique needs of the school's athletic/physical education program and the YMCA's diverse activities.

Major program spaces include:

- Health and physical education fitness center
- Natatorium (with 25-meter x 62-foot pool)
- Racquetball and handball courts
- Aerobics multi-purpose rooms
- Teen center multi-purpose rooms
- Leadership development multi-purpose rooms
- Family services center
- Adult locker rooms
- Youth locker rooms
- Administration spaces
- Large multi-purpose room (gymnasium)

This 50,000 square foot facility is integrated into the North High campus and is adjacent to the Performing Arts Center.



SYCAMORE SCHOOL DISTRICT FIELD HOUSE ADDITION

SYCAMORE, ILLINOIS

SERVICES PROVIDED

Architectural Design
 Electrical Engineering
 Land Surveying
 Mechanical Engineering
 Programming
 Site Design
 Structural Engineering

COMPLETION DATE

2001

CLIENT REFERENCE

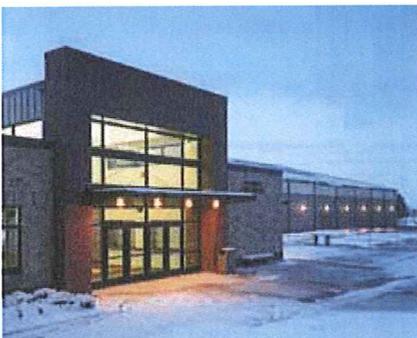
Luke Glowiak
 Sycamore CUSD #427
 245 West Exchange Street
 Suite 1
 Sycamore, IL 60178
 (815) 899-8100



Overcrowded in its present high school physical education and sports program facilities, the district sought a plan for a gymnasium/field house. After two years of four different studies and options, the school district decided on the project scope that involved final design for a 55,340-square-foot, pre-engineered structure with insulated concrete wall panels. It houses a 160-meter oval track around three court areas and support spaces including lobby, restrooms, a classroom, storage and utility areas. One additional court area was located at one end of the field house adjacent to the track.

Shive-Hattery worked with the district on four studies including:

1. A needs assessment study and schematics. Results indicated a deficiency of four teaching stations for current and projected enrollment.
2. Schemes for three options as a result of the needs assessment study. This included construction budgets and the merits of each concept for the school board's review .
3. Programming and schemes on various options when the Park District sought to have their offices and functional needs added to the field house project to create a field house/ community center. This approach was abandoned after one year because the Park District did not have funds cover its portion of the project.
4. Schemes and costs for a pre-engineered facility versus an air-supported structure.



ORDINANCE NO. 675

AN ORDINANCE AMENDING TITLE CHAPTER 90 "WATER SERVICE SYSTEM"

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 90 "WATER SERVICE SYSTEM" of the Code of West Branch, Iowa is hereby amended by deleting Section 90.06 in its entirety and inserting in lieu thereof:

90.06 FEE FOR PERMIT.

Before any permit is issued, the person who makes application shall pay a fee for permit per the City of West Branch Schedule of Fees.

2. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
4. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 2nd day of May, 2011.

First Reading: April 4, 2011
Second Reading: April 18, 2011
Third Reading: May 2, 2011

Don Kessler, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

ORDINANCE NO. 676

AN ORDINANCE AMENDING TITLE CHAPTER 96 "BUILDING SEWERS AND CONNECTIONS"

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 96 "BUILDING SEWERS AND CONNECTIONS" of the Code of West Branch, Iowa is hereby amended by deleting Section 96.02 in its entirety and inserting in lieu thereof:

96.02 CONNECTION CHARGE.

Before any permit is issued, the person who makes application shall pay a fee for permit per the City of West Branch Schedule of Fees.

2. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
4. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 2nd day of May, 2011.

First Reading: April 4, 2011
Second Reading: April 18, 2011
Third Reading: May 2, 2011

Don Kessler, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 936

A RESOLUTION TO CREATE THE CITY OF WEST BRANCH SCHEDULE OF FEES AND
ESTABLISH WATER AND SEWER PERMIT FEES

WHEREAS, the City Council, of the City of West Branch, Iowa deems it advisable to adopt existing fees set by earlier ordinances and resolutions in one general fee resolution; and

WHEREAS, Council has determined that the fees included in this Resolution are appropriate and are reasonably related to the purpose for which such fees are charged.

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

Section 1. That the fees set forth in Exhibit "A" attached hereto and made a part hereof, be in full force and effect immediately upon its adoption and approval, as provided by law.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 2nd day of May, 2011.

Don Kessler, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

EXHIBIT "A"

CITY OF WEST BRANCH SCHEDULE OF FEES

90.06 Permit Fee	\$315
96.02 Permit Fee	\$315

Increases for 90.06 Permit Fee and 96.02 Permit Fee with increase 5% per year (and then be rounded to the nearest dollar) for five years starting on July 1, 2012, which would bring the permit fee for water up to \$402 and the permit fee for sewer up to \$402 effective July 1, 2016.

Future Rates and effective dates: July 1, 2012 - \$331; July 1, 2013 - \$348; July 1, 2014 - \$365; July 1, 2015 - \$383; July 1, 2016 - \$402.

RESOLUTION NO. 937

To fix a date of meeting for a public hearing on the issuance of not to exceed \$400,000
General Obligation Local Option Sales Tax Bonds

WHEREAS, pursuant to Chapter 423B of the Code of Iowa, an election duly held in accordance therewith and an ordinance adopted by the Board of Supervisors of Cedar County, the City of West Branch, Iowa (the "City") is entitled to receive proceeds of a local option sales and services tax imposed in accordance with Chapter 423B (the "Local Option Tax"); and

WHEREAS, the revenues from the Local Option Tax to be received by the City (the "Local Option Tax Revenues") have not been pledged and are available for the payment of revenue bonds, and the specific purpose for which the Local Option Tax Revenues may be expended by the City is paying the costs, to that extent, of expansion and maintenance of the West Branch fire station building at 105 South Second Street (the "Project"); and

WHEREAS, in order to make the Local Option Tax Revenues immediately available to the City, Chapter 423B authorizes the City to issue revenue bonds in anticipation of the collection of such revenues, following a public hearing on the subject; and

WHEREAS, Chapter 423B also authorizes the City to make additional security available for such bonds in the form of a supplemental debt service property tax levy; and

WHEREAS, the City proposes to issue not to exceed \$400,000 General Obligation Local Option Sales Tax Bonds (the "Bonds") for the purpose of paying the costs of the Project and, pursuant to Chapter 423B of the Code of Iowa, the City must institute proceedings to issue the Bonds by causing a notice of such proposal to be published, including notice of the right to petition for an election;

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, as follows:

Section 1. This Council shall meet on the 16th day of May, 2011, at the City Council Chambers located at 110 N. Poplar Street, in the City, at 7:00 o'clock p.m., at which time and place a public hearing will be held on the question of issuing the Bonds.

Section 2. The City Clerk is hereby directed to give notice of the proposed action for the issuance of the Bonds setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, and not less than 10 nor more than 20 days before the date of said meeting, in a legal newspaper published at least once weekly, and of general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO HOLD PUBLIC HEARING ON THE
ISSUANCE OF NOT TO EXCEED \$400,000 GENERAL OBLIGATION LOCAL
OPTION SALES TAX BONDS

The City Council of the City of West Branch, Iowa, will meet on the 16th day of May, 2011, at the City Council Chambers located at 110 N. Poplar Street, in the City, at 7:00 o'clock p.m., for the purpose of holding a public hearing on the issuance of not to exceed \$400,000 General Obligation Local Option Sales Tax Bonds (the "Bonds") for the purpose of paying the cost, to that extent, of expansion and maintenance of the West Branch fire station building at 105 South Second Street.

The Bonds will constitute general obligations of the City. The maximum rate of interest which the Bonds may bear is 7% per annum.

At any time before the date fixed for taking action for the issuance of the Bonds, a petition may be filed with the Clerk of the City asking that the question of issuing the Bonds be submitted to the registered voters of the City.

By order of the Council of West Branch, Iowa, pursuant to Chapter 423B of the Code of Iowa.

Matt Muckler
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved May 2, 2011.

Mayor

Attest:

City Clerk

••••

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

New Lift Station 1-25 hp 2-100 hp pumps

Construct new 14-inch force main
for the following unit and lump sum prices:

	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.1.	Construction Staking	LS	xxxxxx	xxxxxx	5,000.00
1.2.	Stabilizing Material	CY	200	25	5,000.00
1.3.	Erosion Control	LS	xxxxxx	xxxxxx	4,000.00
1.4.	6" Granular Surfacing	Tons	200	22.5	4,500.00
1.5.	Grading	LS	xxxxxx	xxxxxx	9,000.00
1.6.	14" (DI, pvc) Force Main in Place	LF	3500	45	157,500.00
1.7.	Field Drain Lines	LF	100	30	3,000.00
1.8.	100 hp Pumps (2)	LS	xxxxxx	xxxxxx	80,000.00
1.9.	25 hp Pump (1)	LS	xxxxxx	xxxxxx	25,000.00
1.10.	Controls (3)	LS	xxxxxx	xxxxxx	60,000.00
1.11.	Wet well Structure	LS	xxxxxx	xxxxxx	100,000.00
1.12.	Generator	LS	xxxxxx	xxxxxx	120,000.00
1.13.	Lagoon Interconnect Piping	LS	xxxxxx	xxxxxx	20,000.00
				Subtotal	= 593,000.00
				10% Contingency	59,300.00
				Subtotal	652,300.00
				15% ELA	97,700.00
				Total	750,000.00

ENGINEERING SERVICES AGREEMENT

LIFT STATION AND FORCE MAIN IMPROVEMENTS 2011 WEST BRANCH, IOWA

THIS AGREEMENT, made and entered into this ____ day of _____, 2011, by and between the City of West Branch, a Municipal Corporation, 110 North Poplar Street, P.O. Box 218, West Branch, IA 52358, hereinafter referred to as the "CITY," and Veenstra & Kimm, Inc., an Iowa Corporation, 860 22nd Avenue, Suite 4, Coralville, IA 52241, hereinafter referred to as the "CONSULTANT."

WHEREAS, the CITY desires to construct a new sanitary lift station and force main to increase pumping capacity, referred to as the "Project"; and

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

WHEREAS, the CONSULTANT is qualified and capable of supplying said engineering services for a total fee not to exceed Ninety-Seven Thousand Seven Hundred Dollars (\$97,700).

WHEREAS, accordingly, the CITY has agreed to engage the CONSULTANT as an independent contractor to assist in the design and construction of the Project for a total consulting fee not to exceed Ninety-Seven Thousand Seven Hundred Dollars (\$97,700) under the terms and conditions set forth below.

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

I. SCOPE OF SERVICES.

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

II. TIME OF COMPLETION.

The CONSULTANT shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by

this reference. The CONSULTANT does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the CONSULTANT to timely render and perform services hereunder shall constitute a material breach of this Agreement.

III. GENERAL TERMS AND PROVISIONS.

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

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

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

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

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

D. It is hereby acknowledged and agreed by both parties hereto that the engagement of the CONSULTANT by the CITY in connection with the Project shall

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

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

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

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

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

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

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

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

L. If the CONSULTANT is providing Construction Administration or

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

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

IV. COMPENSATION FOR SERVICES.

The CITY shall compensate the CONSULTANT for engineering services rendered under this Agreement for a total fee not to exceed Ninety Seven Thousand Seven Hundred Dollars (\$97,700). Said total fees shall be paid by the CITY to the CONSULTANT in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the CONSULTANT does hereby acknowledge and confirm the CONSULTANT's understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the CITY would not have engaged the CONSULTANT. Accordingly, the CONSULTANT also acknowledges that:

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

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

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

V. INDEMNIFICATION.

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

VI. HAZARDOUS MATERIALS.

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

VII. INTERPRETATION.

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

VIII. SURVIVAL.

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

IX. CONTROLLING LAW.

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

X. HEADINGS.

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

XI. SEVERABILITY.

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

XII. AUTHORITY.

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

XIII. FINAL AGREEMENT.

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

ACCEPTED & AGREED:

VEENSTRA & KIMM, INC.

CITY OF WEST BRANCH, IOWA

An Authorized Representative

Don Kessler, Mayor

ATTEST:

ATTEST:

An Authorized Representative

City Clerk

ENGINEERING SERVICES AGREEMENT

LIFT STATION AND FORCE MAIN IMPROVEMENTS 2011 WEST BRANCH, IOWA

EXHIBIT "A"

SCOPE OF SERVICES:

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

1. Topographic and existing utility surveying of the site
2. Preliminary design and coordination meetings with the City.
3. Final design plans and specifications
4. Engineers estimate of cost
5. IDNR construction permits
6. Final construction plans and specifications
7. General construction contract services
8. Construction observation and resident review.

ENGINEERING SERVICES AGREEMENT

LIFT STATION AND FORCE MAIN IMPROVEMENTS 2011 WEST BRANCH, IOWA

EXHIBIT "B"

TIME OF COMPLETION:

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

1. Topographic surveying of the lift station site and force main route shall be completed by May 31, 2011
2. Draft plans and specifications for City review shall be delivered by July 15, 2011.
3. Final construction plans and specifications shall be delivered by August 19, 2011
3. Submittal of the INDR construction permit shall be completed by August 19, 2011.

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

ENGINEERING SERVICES AGREEMENT

LIFT STATION AND FORCE MAIN IMPROVEMENTS 2011 WEST BRANCH, IOWA

EXHIBIT "C"

COMPENSATION FOR SERVICES:

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

1. For DESIGN SERVICES, the lump sum fee of Fifty-Eight Thousand Six Hundred Dollars (\$58,600);
2. For GENERAL SERVICES, the lump sum fee of Fourteen Thousand Five Hundred Dollars (\$14,500);
3. For RESIDENT REVIEW, the not-to-exceed fee of Twenty-Four Thousand Six Hundred Dollars (\$24,600)

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

ENGINEERING SERVICES AGREEMENT

LIFT STATION AND FORCE MAIN IMPROVEMENTS 2011 WEST BRANCH, IOWA

EXHIBIT "D"

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

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

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

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

ENGINEERING SERVICES AGREEMENT

WATER TOWER REPAIR AND COATING 2011 WEST BRANCH, IOWA

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and between the City of West Branch, a Municipal Corporation, 110 North Poplar Street, P.O. Box 218, West Branch, IA 52358, hereinafter referred to as the "CITY," and Veenstra & Kimm, Inc., an Iowa Corporation, 860 22nd Avenue, Suite 4, Coralville, IA 52241, hereinafter referred to as the "CONSULTANT."

WHEREAS, the CITY desires to recoat the exterior of the elevated water storage tank west of the water treatment facility, referred to as the "Project"; and

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

WHEREAS, the CONSULTANT is qualified and capable of supplying said engineering services for a total fee not to exceed Five Thousand Nine Hundred Dollars (\$5,900).

WHEREAS, accordingly, the CITY has agreed to engage the CONSULTANT as an independent contractor to assist in the design and construction of the Project for a total consulting fee not to exceed Five Thousand Nine Hundred Dollars (\$5,900) under the terms and conditions set forth below.

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

I. SCOPE OF SERVICES.

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

II. TIME OF COMPLETION.

The CONSULTANT shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by

this reference. The CONSULTANT does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the CONSULTANT to timely render and perform services hereunder shall constitute a material breach of this Agreement.

III. GENERAL TERMS AND PROVISIONS.

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

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, or marital status.
2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, or marital status.

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

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

D. It is hereby acknowledged and agreed by both parties hereto that the engagement of the CONSULTANT by the CITY in connection with the Project shall

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

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

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

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

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

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

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

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

L. If the CONSULTANT is providing Construction Administration or

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

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

IV. COMPENSATION FOR SERVICES.

The CITY shall compensate the CONSULTANT for engineering services rendered under this Agreement for a total fee not to exceed Five Thousand Nine Hundred Dollars (\$5,900). Said total fees shall be paid by the CITY to the CONSULTANT in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the CONSULTANT does hereby acknowledge and confirm the CONSULTANT's understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the CITY would not have engaged the CONSULTANT. Accordingly, the CONSULTANT also acknowledges that:

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

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

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

V. INDEMNIFICATION.

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

VI. HAZARDOUS MATERIALS.

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

Provision VI.

VII. INTERPRETATION.

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

VIII. SURVIVAL.

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

IX. CONTROLLING LAW.

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

X. HEADINGS.

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

XI. SEVERABILITY.

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

XII. AUTHORITY.

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

XIII. FINAL AGREEMENT.

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

ACCEPTED & AGREED:

VEENSTRA & KIMM, INC.

CITY OF WEST BRANCH, IOWA

An Authorized Representative

Don Kessler, Mayor

ATTEST:

ATTEST:

An Authorized Representative

City Clerk

ENGINEERING SERVICES AGREEMENT

WATER TOWER REPAIR AND COATING 2011
WEST BRANCH, IOWA

EXHIBIT "A"

SCOPE OF SERVICES:

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

1. Inspection of existing tank conditions
2. Preparation of plans and specifications
3. Engineers estimate of cost
4. General construction contract services
5. Construction observation and resident review.

ENGINEERING SERVICES AGREEMENT

WATER TOWER REPAIR AND COATING 2011 WEST BRANCH, IOWA

EXHIBIT "B"

TIME OF COMPLETION:

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

1. Inspection of the existing elevated storage tank shall be completed by May 16, 2011.
2. Final construction plans and specifications shall be delivered by June 3, 2011.
3. The project shall be advertised for bids by June 17, 2011 and bids shall be received by July 1, 2011.

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

ENGINEERING SERVICES AGREEMENT

WATER TOWER REPAIR AND COATING 2011
WEST BRANCH, IOWA

EXHIBIT "C"

COMPENSATION FOR SERVICES:

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

1. For DESIGN SERVICES, the lump sum fee of Two Thousand Dollars (\$2,000);
2. For GENERAL SERVICES, the not-to-exceed fee of One Thousand Five Hundred Dollars (\$1,500);
3. For RESIDENT REVIEW, The CONSULTANT will be reimbursed at their hourly rate based on the actual time engaged in work on the project with allowance for reimbursable expenses. The cost for resident review shall be the not-to-exceed fee of Two Thousand Four Hundred Dollars (\$2,400).

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

ENGINEERING SERVICES AGREEMENT

WATER TOWER REPAIR AND COATING 2011 WEST BRANCH, IOWA

EXHIBIT "D"

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

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

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

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

Prepared by: Kevin D. Olson, West Branch City Attorney, PO Box 5127, Coralville, Iowa 52241
Return to: City of West Branch, PO Box 218, West Branch, Iowa 52358

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE WEST BRANCH WASTEWATER LIFT STATION CONNECTION FEE DISTRICT.

WHEREAS, the engineering firm of Veenstra & Kimm has made recommendations about certain wastewater system improvements that need to be constructed to serve the area located north of Interstate 80; and

WHEREAS, the City Administrator and City Engineer have recommended the collection of a portion of the funds expended on such project from property owners who will benefit from the water system improvements; and

WHEREAS, pursuant to Section 384.84(3), the City Council has heretofore deemed it necessary and desirable to establish a connection fee district to recapture some of the funds expended for said wastewater system improvements from benefited property owners.

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

1. Amendment. The Code of Ordinances is hereby amended by adding a chapter entitled "Wastewater Lift Station Connection Fee District" that will read as follows:

"SECTION 1. CREATION OF DISTRICT. A Wastewater Lift Station Connection Fee District (the "District") is hereby established for the purpose of collection within said District of a fee from those property owners who shall make application to connect their properties to the Municipal Wastewater System of the City of West Branch.

SECTION 2. DISTRICT DESCRIPTION. The areas and properties included within the Camp Cardinal Boulevard Connection Fee District shall be the properties legally described as:

See Exhibit "A" attached hereto.

SECTION 3. WASTEWATER SYSTEM UTILITY CONNECTION FEE. A connection fee is hereby imposed for each connection made to the Municipal Water System Utility within the boundaries of the Camp Cardinal Boulevard Water Connection Fee District which is legally described in Section 2 above. The proposed improvements are known as the "INSERT PROJECT NAME" (hereinafter the "Project Improvements") and consist generally of the

construction of a wastewater lift station to serve the properties within the City of West Branch located generally north of Interstate 80 which have yet to connect to the City's wastewater system. The Project Improvements will be constructed in one Project to be let by the City in accordance with Chapter 26 of the Code of Iowa. The Project Improvements will serve approximately INSERT NUMBER acres within said District. The Executive Summary provided by Veenstra & Kimm Engineers states that the total project costs are \$_____. The connection fee payable by a property owner whose property will be served by the Project Improvements will be calculated and imposed based upon the proposed use as listed on Exhibit "B." The connection fee will be payable in full at the earlier of (i) the time of submission by the property owner to the City of the subdivision plat for the area for signature and recording by the City, or (ii) the time of submission by the property owner to the City Engineer of construction plans for the construction of improvements on any portion of the owner's property to be served by the connection to the Public Improvements. For properties located north of Interstate 80 currently located outside of the city limits, the connection fee will become due and payable in accordance with this Ordinance upon annexation and platting or connection to the wastewater system as provided above. As of June 1, 2011, the connection fee payable for each specific use is described on Exhibit "B" attached hereto. Said connection fee will be adjusted annually based upon the interest rate the City is paying for Series INSERT BOND NUMBER AND SERIES LETTER bonds to fund the Project Improvements. Said adjusted connection fee shall be kept on file for public inspection by the City Clerk.

SECTION 4. PRIVATE SYSTEMS. Property owners within the District are not mandated to connect to the Wastewater System Utility if they currently have a properly operating private wastewater system. If a property owner's private wastewater system fails as determined by guidelines previously established by the City Engineer and the public wastewater system is located within 200 feet of said property, then the Property Owner will be required to connect to the City Water System.

SECTION 5. OTHER COSTS. The connection fee imposed by this chapter is in addition to, and not in lieu of, any other fees for connection required under the other provisions of this Code of Ordinances. The property owner paying a connection fee will be responsible for the full cost of providing any necessary sanitary sewer main extensions or service lines from private property improvements or buildings to the public mains and extensions being constructed as part of the Public Improvements.

SECTION 6. NONPAYMENT. In the event a connection is made to the Municipal Wastewater System without payment of the connection fee set forth in this chapter, the City shall disconnect such service until such times as the property owner has paid the required connection fee. In addition, the City may pursue any additional remedy provided by law.

SECTION 7. USE OF PROCEEDS. The connection fees collected by the City under this Chapter shall be used only for the purpose of operating the Municipal Wastewater System Utility, or paying the debt service on obligations issued to finance the Public Improvements.

SECTION 8. INTERPRETATION. The provisions of this Chapter are intended and shall be construed so as to fully implement the provisions of Section 384.84(3) of the Code of Iowa. In the event that any provision of this chapter is determined to be contrary to law, it shall not affect other provisions or application of this chapter which shall at all times be construed to fully invoke the provisions of Section 384.84(3) of the Code of Iowa with reference to the assessment and collection of the connection fees provided herein.

Section 3. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

Section 4. 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.

Section 5. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

* * * * *

Passed and approved this _____ day of _____, 2011.

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

April 1, 2011

Matt Muckler
City Administrator
City of West Branch
P.O. Box 218
110 N. Poplar St.
West Branch, Iowa 52358

The City of West Branch has recently been investigating alternatives for cost recovery on capital improvements projects that are proposed for the near future. The City has expressed an interest in the connection fee method of cost recovery. In order to better understand how the connection fee method would be implemented, a preliminary connection fee district has been prepared for the lift station replacement project that is expected to occur soon. The improvements and associated costs are determined as follows:

LIFT STATION

The proposed improvements to the lift station have been discussed in recent meetings and have been sized at 3,000 gallons per minute capacity with an estimated cost of \$750,000. The Iowa Department of Natural Resources (IDNR) has established general design criteria for wastewater contribution per capita. The contribution is estimated at 100 gallons per day per person. For an area of this size, a ratio of peak to average day flow of 4 is used. The average daily usage rate is estimated for each type of development based on a per capita per day value. Using these values, the cost of service for each type of development can be calculated for the proposed lift station.

Dividing the estimated cost of \$750,000 for the proposed lift station improvements over the capacity of the lift station (3,000 gpm or 4,320,000 gpd) would result in a cost of \$250 per gpm or \$0.174 per gallon. The typical density of development for various classifications of development are shown in Table 1.1. The table also shows the design values for average daily and peak daily use per unit for each classification. The lift station must be sized to handle daily peak flows.

TABLE 1.1 DESIGN FLOWS FOR PLANNING PURPOSES

CLASSIFICATION	DENSITY	DEMAND/ CAPITA	AVG. DAY USE	PEAK DAY USE
Single Family	3.5	100 gpcd	350 gpd	1400 gpd
Mobile Home	2.5	50 gpcd	125 gpd	500 gpd
Multi Family	1.5/bedroom	75 gpcd	112.5 g/bedroom	450 g/bedroom
Hotel/Motel	1.5/room	50 gpcd	75 g/room	300 g/room
Schools	# of seats	10 gpcd	10 g/seat	40 g/seat
Office Buildings	1/200 SF	10 gpcd	10 g/200 SF	40 g/200 SF
Commercial/ Industrial	per fixture	Demand to be calculated based on intended use		

Combining the cost per gallon (\$0.174) with the peak daily use values from the table above, the cost per unit for each classification can be developed. Table 1.2 shows the cost per unit. These costs are for the 2011 calendar year and will need to be updated for inflation annually. The index to be used to adjust the cost each year for inflation could be established as the Engineering News Record Construction Cost Index.

TABLE 1.2 COST PER UNIT FOR LIFT STATION CONNECTION FEE

CLASSIFICATION	PEAK DAY USE	ESTIMATED FEE
Single Family	1400 gpd	\$244
Mobile Home	500 gpd	\$87
Multi Family	450 g/bedroom	\$78
Hotel/Motel	300 g/room	\$52

Schools	40 g/seat	\$7
Office Buildings	40 g/200 SF	\$7
Commercial/ Industrial	/fixture	\$0.174/gal



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

April 18, 2011

Dear Colleague:

The Office of Community Oriented Policing Services (COPS) is pleased to announce that we will be accepting grant applications for the Fiscal Year (FY) 2011 **COPS Hiring Program (CHP)**. Subject to funding availability, approximately \$200 million may be available under FY 2011 CHP for the hiring and rehiring of additional career law enforcement officers.

The FY 2011 CHP solicitation will open on May 2, 2011. The application deadline will be **May 25, 2011, at 8:59 PM, EDT**. Please note that applications for this program must be submitted in two parts. First, applicants must apply online via www.grants.gov to complete the SF-424, which is a government-wide standard form required for competitive grant application packages. The SF-424 is intended to reduce the administrative burden to the Federal grants community, which includes applicants/grantees and Federal staff involved in grants-related activities. Once the SF-424 has been submitted, you will receive an e-mail from the COPS Office with instructions on completing the second part of the CHP application through the COPS Office Online Application System found on the COPS Office website at www.cops.usdoj.gov. Applications must be submitted via the COPS Office Online Application System by **8:59 PM, EDT, on May 25, 2011** to be considered for FY 2011 CHP funding.

CHP is a competitive grant program that provides funding directly to law enforcement agencies having primary law enforcement authority to impact their community policing capacity and problem solving efforts.

CHP grants provide 100 percent funding for approved entry-level salaries and benefits for 3 years (36 months) for newly-hired, full-time sworn officer positions (including filling existing unfunded vacancies) or for rehired officers who have been laid off, or are scheduled to be laid off on a specific future date, as a result of local budget cuts. There is no local match requirement or cap on the amount of funding that can be requested per officer position, but CHP grant funding will be based on your agency's current entry-level salary and benefits packages. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the grantee agency. All agencies' requests will be capped at no more than 5% of their actual sworn force strength reported in their application, up to a maximum of 50 officers. The request of any agency with a sworn force strength less than or equal to 20 will be capped at one officer.

At the conclusion of federal funding, grantees must retain all sworn officer positions awarded under the CHP grant for a minimum of one year (12 months). The retained CHP-funded position(s) should be added to the grantee's law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant.

The COPS Office looks forward to working with your agency. If you would like more information or require technical assistance during the solicitation process, please contact the COPS Office Response Center at 1.800.421.6770.

Sincerely,

Bernard K. Melekian
Director

Before Preparing Your Application

The COPS Office wants to ensure that your agency has sufficient time to complete your FY 2011 CHP application once the solicitation opens. We strongly recommend that your agency begin preparations for submitting your application at this time. To minimize delays in submitting your application, please take some time now to address the following items.

- Register at www.grants.gov to apply for federal funding. In order to apply for a grant, your organization must complete the Grants.gov registration process. The registration process can take between three to five business days or as long as four weeks if all steps are not completed in a timely manner. Therefore, you should register early. You must have a Data Universal Numbering System (DUNS) number and be registered with the Central Contractor Registration (CCR) database to begin your application with Grants.gov. For additional instructions on how to register with Grants.gov please visit http://www.grants.gov/applicants/get_registered.jsp.
- All Applicants must have a Data Universal Numbering System (DUNS) number prior to submitting an application for COPS funding. A DUNS number is a unique nine or thirteen-digit sequence recognized as the universal standard for identifying and tracking entities receiving federal funds. Please note that obtaining a DUNS number may take one to two business days. To obtain or verify your DUNS number, please call 1.866.705.5711 or visit www.dnb.com/us.
- All Applicants must be registered with the Central Contractor Registration (CCR) database prior to submitting an application for COPS funding. The CCR database is the repository for standard information about federal financial assistance applicants, recipients, and sub-recipients. Applicants must maintain an active CCR registration with current information at all times during the grant application process and, if awarded, the grant award period. If you have an active CCR registration that is set to expire before September 30, 2011, you must renew your CCR registration before completing the application. Please note that the CCR verification process may take up to two weeks to complete. To register or to verify that your CCR registration has not expired, please visit www.ccr.gov.
- Applicants should note that all recipients of awards of \$25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act (FFATA), will be required to report award information on any first-tier subawards totaling \$25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients. If applicable, the FFATA Subaward Reporting System (FSRS), accessible at www.fsr.gov, is the reporting tool recipients under this solicitation will use to capture and report subaward information and any executive compensation data required by FFATA. The subaward information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award, furthering Federal spending transparency. **Each applicant entity must ensure that it has the necessary processes and systems in place to comply with the applicable reporting requirements should it receive funding.**
- Visit the “Account Access” portion of the COPS web site at www.cops.usdoj.gov to determine if your agency currently has an active online account and/or how to create one. If you do not remember your password, you can use this site to have a password reminder sent to you. Please note that the COPS Agency Portal (“Account Access”) has recently been modified. Answers to frequently asked questions regarding the COPS Agency Portal can be found at: <http://www.cops.usdoj.gov/Default.asp?Item=2566> or by contacting the COPS Office Response Center at 1.800.421.6770.
- If your agency was never assigned a password or you need assistance creating an account and/or system access, or you would like to verify your agency’s correct ORI number, call 1.800.421.6770 between 9:00 a.m. and 5:00 p.m. Eastern Daylight Time, or e-mail askcopsrc@usdoj.gov.
- Once logged into “Account Access,” your agency will be able to add additional user accounts and also update your agency contact and address information. Please take this time to ensure that your agency’s Law Enforcement Executive, Government Executive, and point of contact information are current with our office.
- You will be required to provide the unique Geographic Names Information System (GNIS) identification number assigned to your agency. The GNIS database is maintained by the U.S. Geological Survey, U.S. Department of the Interior. To look up your GNIS Feature ID, please visit their website at: <http://geonames.usgs.gov/domestic/index.html>.

