

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 WORK SESSION
Monday, October 17, 2011 • 6:30 p.m.
City Council Chambers, 110 North Poplar Street

1. Call to order
2. Roll call
3. Bob Haug, Executive Director, Iowa Association of Municipal Utilities – End of Natural Gas Franchise Agreement Options for Cities in Iowa
4. Adjourn

CITY COUNCIL MEETING AGENDA
Monday, October 17, 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 October 3, 2011 City Council Meeting.
 - b. Approve claims.
 - c. Approve Class C Beer license with Sunday Sales for Casey's Marketing Co. DBA Casey's General Store #2524.
 - d. Approve street closure of Green Street from Downey to First Street on Wednesday October 19, 2011 from 4:00-8:00 p.m. for the Methodist Church Annual Tailgate Event.
5. Communications/Open Forum
6. Public, Department Heads, Commissions, City Administrator and City Council
 - a. First reading of Ordinance 685 amending Chapter 92 "WATER RATES" by increasing water rates over a five-year period effective July 1, 2012./Move to action.
 - b. First reading of Ordinance 686 amending Chapter 90 "WATER SERVICE SYSTEM" by establishing a permit fee per the City of West Branch Code of Ordinances./Move to action.

Mayor: Don Kessler • **Council Members:** David Johnson, Jim Oaks, Dan O'Neil, Robert Sexton, Mark Worrell
City Administrator/Clerk: Matt Muckler • **Fire Chief:** Kevin Stoolman • **Library Director:** Nick Shimmin
Parks & Rec Director: Melissa Russell • **Police Chief:** Mike Horihan • **Public Works Director:** Matt Goodale

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CITY COUNCIL MEETING AGENDA
Monday, October 17, 2011 • 7:00 p.m. (continued)
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

- c. First reading of Ordinance 687 amending Chapter 96 “BUILDING SEWERS AND CONNECTIONS” by establishing a permit fee per the City of West Branch Code of Ordinances./Move to action.
 - d. Public Hearing - Proposal to dispose of an interest in real property, said real property being generally referred to as the former Cookson Community Center.
 - e. Approve Resolution 957 approving the City’s intent to dispose of an interest in real property generally referred to as the former Cookson Community Center and directing the solicitation of sealed bids./Move to action.
 - f. Approve Professional Services Agreement for Engineering Services for the *Creating Connections: Establishing Safe Routes to School in West Branch, IA Project* with AECOM in the amount of \$48,000./Move to action.
 - g. Approve staff negotiations with Ament, Inc. for preliminary engineering services for the *Creating Connections: Establishing Safe Routes to School in West Branch, IA Project*./Move to action.
 - h. Approve the provision of snow removal services on behalf of the National Park Service in exchange for reimbursement in the amount of \$5,934.31./Move to action.
- 7. Mayor
 - a. Appointments/Reappointments/Move to action.
 - 8. Reports
 - a. City Administrator Matt Muckler – Regular Council Meeting Times
 - b. Library Director Nick Shimmin - Annual Library Report
 - c. Police Chief Mike Horihan – Police Department Update
 - 9. Adjourn

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IOWA
ASSOCIATION OF MUNICIPAL
UTILITIES



End of Franchise Options

West Branch, Iowa
October 17, 2011

By
Bob Haug, IAMU Executive Director



What is a franchise?

- In modern times, a utility franchise is simply a grant of right to a utility to use the streets, alleyways, and other public rights of way.
- There is no franchise competition, as new grantee would have to buy incumbent's gas distribution system or build a new one.

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Value of franchise to holder

- Allows access to public rights of way
- Usually provides eminent domain authority to holder
- Affords some liability protection to holder
- Blocks condemnation by city for the term of the franchise

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Value of franchise to city

- Possible franchise fee
 - Fee of up to 6% is collected by holder from customers in the city. It does not come from company shareholders.
- Utilities sometimes waive service fees at franchise renewal, e.g., for relocation of facilities. Practice may not be acceptable to IUB as it shifts costs to other ratepayers.

4



No exclusive franchise

- A franchise cannot be given exclusively to one provider.
- A franchise for electric service is effectively exclusive in the franchise holder's exclusive service territory.
- Gas utilities do not have exclusive service territories. In theory there could be competing systems.

5



Gas franchise options

- Renew franchise
- Delay renewal while considering franchise terms and options (some cities go years before renewing)
- Consider municipal gas option, either through condemnation of incumbent system or overbuild with new facilities

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Renewal of franchise

- Term of franchise
 - Does not need to be 25 years. Incumbents must pay costs of franchise election, so they argue for long term agreements.
 - Code allows council to waive election to avoid costs.
 - Authority to waive creates opportunity to offer extension

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Municipal gas utilities

- Iowa has 51 municipal gas systems
 - Tipton is closest muni gas to W. Branch
 - Others of similar size include:
 - Montezuma
 - Cascade
 - Lamoni
 - Hawarden
 - Guthrie Center
 - Sac City
 - Manning
 - Bloomfield
 - Corning
 - Rock Rapids

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Other municipal utilities

- Iowa has 136 municipal electric utilities, many of which have been in continuous operation for more than 100 years
- Some 28 cities now operate cable TV or broadband telecommunications systems
- All 545 IAMU members, including West Branch, operate municipal water utilities

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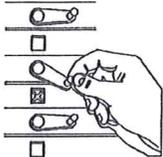
What are muni advantages?

- Local control
- Not-for-profit operation
- Historically lower rates
- Local payroll with local service
- Access to tax-exempt financing
- Potential source of city revenue

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What steps to establish muni?

- Validate through feasibility study
- Set election to authorize establishment (also consider governing body)
- *Alternative election options:*
 - Hold election to test support for feasibility study – the vote does not obligate the city to move forward
 - Schedule the election after completion of full study



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What's in a feasibility study?

- Identifies potential savings & effect on rates
- Establishes value of incumbent assets
- Focus on capital & operating costs (including alternatives for power supply with range of expected savings)
- Identifies fatal flaws, risks & benefits and recommends next steps

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Who does study at what cost?

- Studies are performed by a qualified engineer with experience
- Based on recent cost in Traer, cost would approach \$10,000 for feasibility
- Additional \$10,000 to proceed with condemnation for valuation of incumbent assets, plus legal and engineering costs that can vary widely

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What other steps?

- Develop and implement negotiating strategy to purchase distribution facilities (incumbent's stated position may change after election)
- File for condemnation proceeding in district court or build new system
- Operating permit from IUB (IAMU can provide necessary support/documents)

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What other steps?

- Final steps include implementing business plan (financing, recruitment of management & staff, materials & equipment, facility transfer, gas supply initiation, and commencement of operations)

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What about tax impact?

- No change in local tax revenue authorities – utility tax system replaced in 1999; new municipal utility would pay the replacement tax rate of the incumbent utility.
- A change in the rate for replacement tax zone would require an act of the legislature

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What other revenue to city?

- Most, but not all Iowa munis, make payments in lieu of taxes (PILOTs)
- PILOT in range of 5 to 6 percent is common, total of PILOT and replacement tax at that level would be reasonable

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What about emergencies?

- IAMU mutual aid program has been well tested and proven effective in weather and other emergencies
- Recent gas mutual aid in Mapleton proved exceptional
- IAMU has two experienced gas operators with fully-equipped service trucks (able to take lead in response)

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How about qualified staff?

- New munis often hire local personnel of incumbent utility, if any
- IAMU has model operator qualification program to train new employees
- New program links experienced retirees to utilities needing temporary assistance, on-the-job training, mentoring, and project management

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Contact information

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Cellular: 515-971-8480
Fax: 515-289-2499 email: bhaug@iamu.org

Web: www.iamu.org

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Relevant Iowa Franchise Law

478.9 Exclusive rights — duration of franchise .

No exclusive right shall ever be given by franchise or otherwise to any person, company, corporation or city to conduct electrical energy, or to place electric wires, along or over or across any public highway or public place or ground; and no franchise or privilege shall ever be granted for any such purpose for a longer period than twenty-five years.

[C24, 27, 31, 35, 39, §8316; C46, 50, 54, 58, 62, §489.8; C66, 71, 73, 75, §489.9; C77, 79, 81, §478.9]

364.2 Vesting of power — franchises.

1. A power of a city is vested in the city council except as otherwise provided by a state law.
2. The enumeration of a specific power of a city does not limit or restrict the general grant of home rule power conferred by the Constitution of the State of Iowa. A city may exercise its general powers subject only to limitations expressly imposed by a state or city law.
3. An exercise of a city power is not inconsistent with a state law unless it is irreconcilable with the state law.
4.
 - a. A city may grant to any person a franchise to erect, maintain, and operate plants and systems for electric light and power, heating, telegraph, cable television, district telegraph and alarm, motor bus, trolley bus, street railway or other public transit, waterworks, or gasworks, within the city for a term of not more than twenty-five years. When considering whether to grant, amend, extend, or renew a franchise, a city shall hold a public hearing on the question. Notice of the time and place of the hearing shall be published as provided in section 362.3. The franchise may be granted, amended, extended, or renewed only by an ordinance, but no exclusive franchise shall be granted, amended, extended, or renewed.
 - b. Such an ordinance shall not become effective unless approved at an election. The proposal may be submitted by the council on its own motion to the voters at any city election. Upon receipt of a valid petition as defined in section 362.4 requesting that a proposal be submitted to the voters, the council shall submit the proposal at the next regular city election or at a special election called for that purpose before the next regular city election. However, the city council may dispense with such election as to the grant, amendment, extension, or renewal of an electric light and power, heating, or gasworks franchise unless there is a valid petition requesting submission of the proposal to the voters, or the party seeking such franchise, grant, amendment, extension, or renewal requests an election. If a majority of those voting approves the proposal, the city may proceed as proposed. The complete text of the ordinance shall be included on the ballot if conventional paper ballots are used. If an optical scan voting system is used, the proposal shall be stated on the optical scan ballot, and the full text of the ordinance posted for the voters pursuant to section 52.25. All absentee voters shall receive the full text of the ordinance.
 - c. Notice of the election shall be given by publication as prescribed in section 49.53 in a newspaper of general circulation in the city.
 - d. The person asking for the granting, amending, extension, or renewal of a franchise shall pay the costs incurred in holding the election, including the costs of the notice. A franchise shall not be finally effective until an acceptance in writing has been filed with the council and payment of the costs has been made.

e. The franchise ordinance may regulate the conditions required and the manner of use of the streets and public grounds of the city, and it may, for the purpose of providing electrical, gas, heating, or water service, confer the power to appropriate and condemn private property upon the person franchised.

f. A franchise fee assessed by a city may be based upon a percentage of gross revenues generated from sales of the franchisee within the city not to exceed five percent, without regard to the city's cost of inspecting, supervising, and otherwise regulating the franchise. Franchise fees collected pursuant to an ordinance in effect on May 26, 2009, shall be deposited in the city's general fund and such fees collected in excess of the amounts necessary to inspect, supervise, and otherwise regulate the franchise may be used by the city for any other purpose authorized by law. Franchise fees collected pursuant to an ordinance that is adopted or amended on or after May 26, 2009, to increase the percentage rate at which franchise fees are assessed shall be credited to the franchise fee account within the city's general fund and used pursuant to section 384.3A. If a city franchise fee is assessed to customers of a franchise, the fee shall not be assessed to the city as a customer. Before a city adopts or amends a franchise fee rate ordinance or franchise ordinance to increase the percentage rate at which franchise fees are assessed, a revenue purpose statement shall be prepared specifying the purpose or purposes for which the revenue collected from the increased rate will be expended. If property tax relief is listed as a purpose, the revenue purpose statement shall also include information regarding the amount of the property tax relief to be provided with revenue collected from the increased rate. The revenue purpose statement shall be published as provided in section 362.3.

g. If a city grants more than one cable television franchise, the material terms and conditions of any additional franchise shall not give undue preference or advantage to the new franchisee. A city shall not grant a new franchise that does not include the same territory as that of the existing franchise. A new franchisee shall be given a reasonable period of time to build the new system throughout the territory.

5. If provided by ordinance, a city may enter into a chapter 28E agreement for the collection of delinquent parking fines by a county treasurer pursuant to section 321.40 at the time a person applies for renewal of a motor vehicle registration, for violations that have not been appealed or for which appeal has been denied. The city may pay the treasurer a reasonable fee for the collection of such fines, or may allow the county treasurer to retain a portion of the fines collected, as provided in the agreement.

[C51, §664; R60, §1047, 1056, 1057, 1090, 1094, 1095; C73, §454 – 456, 471, 473, 474, 517, 523, 524; C97, §695, 720 – 722, 775, 776; S13, §695, 720 – 722, 776; C24, 27, 31, 35, §5738, 5904, 5904-c1, 5905 – 5909, 6128, 6131 – 6134; C39, §5738, 5904, 5904.1, 5905 – 5909, 6128, 6131 – 6134; C46, 50, §368.1, 386.1 – 386.7, 397.2, 397.5 – 397.8; C54, 58, 62, 66, §368.2, 386.1 – 386.7, 388.5 – 388.9, 397.2, 397.5 – 397.8; C71, 73, §368.2, 386.1 – 386.7, 397.2, 397.5 – 397.8; C75, 77, 79, 81, §364.2]

83 Acts, ch 127, §5; 93 Acts, ch 143, §49; 98 Acts, ch 1123, §15; 98 Acts, ch 1148, §1, 9; 2001 Acts, ch 82, §1; 2001 Acts, ch 98, §1; 2005 Acts, ch 54, §11, 12; 2006 Acts, ch 1010, §96; 2007 Acts, ch 190, §42; 2009 Acts, ch 57, §89; 2009 Acts, ch 179, §228, 231

Iowa Code Provision for Establishment of a Municipal Utility

388.2 Submission to voters.

1. *a.* The proposal of a city to establish, acquire, lease, or dispose of a city utility, except a sanitary sewage or storm water drainage system, in order to undertake or to discontinue the operation of the city utility, or the proposal to establish or dissolve a combined utility system, or the proposal to establish or discontinue a utility board, is subject to the approval of the voters of the city, except that a board may be discontinued by resolution of the council when the city utility, city utilities, or combined utility system it administers is disposed of or leased for a period of over five years.

b. Upon the council's own motion, the proposal may be submitted to the voters at the general election, the regular city election, or at a special election called for that purpose. Upon receipt of a valid petition as defined in section 362.4, requesting that a proposal be submitted to the voters, the council shall submit the proposal at the next regular city election.

c. If the special election is to establish a gas or electric utility pursuant to this section, or if such a proposal is to be included on the ballot at the regular city or general election, the mayor or council shall give notice as required by section 376.1 to the county commissioner of elections and to any utility whose property would be affected by such election not less than sixty days before the proposed date of the special, regular city, or general election.

d. A proposal for the establishment of a utility board must specify a board of either three or five members.

2. *a.* If a majority of those voting for and against the proposal approves the proposal, the city may proceed as proposed.

b. If a majority of those voting for and against the proposal does not approve the proposal, the same or a similar proposal may not be submitted to the voters of the city for at least four years from the date of the election at which the proposal was defeated.

[C73, §471; C97, §720, 721; S13, §720, 721; C24, 27, 31, 35, 39, §6131 – 6133, 6144; C46, 50, 54, 58, §397.5 – 397.7, 397.29; C62, 66, 71, 73, §397.5 – 397.7, 397.29, 397.43; C75, 77, 79, 81, §388.2]

90 Acts, ch 1206, §4; 2007 Acts, ch 215, §109, 110

Things to know about **Franchise Agreements**



What is a franchise agreement?

- A franchise is a legal contract between a community and a rate-regulated utility.
- Under a franchise agreement, a community allows a utility to construct, maintain and operate its system within the city streets, alleys and other rights-of-way. The utility, in turn, would agree to provide safe, reliable service at a reasonable cost.
- The Iowa Code explicitly defines the conditions, requirements and limitations imposed upon utilities conducting business under a franchise agreement.
- Standard franchise agreements are for a term of 25 years. This would enable a utility to make long-term plans for large infrastructure investments to provide safe and reliable energy service.
- Franchise agreements are approved through normal ordinance processes, which include public notification, a public hearing and three city council readings.
- A franchise agreement is specifically focused on use of rights-of-way and not on other land use or ownership within a community.

(continued)

How does a franchise agreement benefit your community?

- A franchise agreement allows Alliant Energy to make a long-term commitment to the growth of your community.
- A franchise agreement indemnifies, or protects, the city relating to Alliant Energy's maintaining and operating its energy delivery systems within City rights of way.
- The city avoids the cost of moving any natural gas or electric infrastructure for city projects, such as street improvements.
- Franchise agreements strengthen the long-term economic and community development partnership between your community and our company.
- Our company incurs the operational and financial risks of running the utility system in your community.

How does a franchise agreement benefit Alliant Energy?

- A franchise agreement enables our company to manage the cost of providing service to our customers by reducing the financing costs for capital projects.

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What is the process for approving a franchise agreement?

- A franchise agreement is approved through the normal city ordinance process, which includes the following steps:
 - The city receives a request from Alliant Energy to enter into franchise agreement discussions.
 - The city determines whether or not to include a franchise fee in the agreement.
 - Alliant Energy and the city reach an agreement on the terms of the franchise.
 - The city issues a public notification for a discussion of the franchise.
 - First, second and third readings of the franchise agreement are approved by the city.
 - The franchise agreement is approved and any franchise fees are placed into effect.
- If the city includes a franchise fee, several additional steps in the process must be completed.

What is a rate-regulated utility?

- Rate-regulated utilities, such as Alliant Energy, are privately-held or publicly-traded businesses that provide an essential commodity or service to the public and are subject to governmental regulation.
- Natural gas and electric service are considered to be natural monopolies given the amount of infrastructure and investment required to provide an efficient, safe and reliable method of producing and distributing service to all customers in a particular area.
- A rate-regulated utility is considered to be a natural monopoly; therefore:
 - A regulatory agency is granted general jurisdictional authority over the utility. In return, the utility is given the exclusive right to serve an area.
 - The regulatory agency determines the fair and reasonable cost utilities may charge and the means by which the utility may distribute its product.
- Rate-regulated utilities are obligated to comply with stringent safety standards monitored by the regulatory agency.
- In Iowa, Alliant Energy is regulated by the Iowa Utilities Board (IUB).

Alliant Energy contact for franchises:
Keith Sherman (641-437-5255) or
keithsherman@alliantenergy.com.



We're on for you.

Instructions for completing Interstate Power and Light Company **Franchise Documents**



1. Public Hearing

The City must conduct a Public Hearing for a new franchise ordinance, prior to adoption of the ordinance. The Public Hearing requires notification of the public as follows:

- The Notice of Public Hearing must be published at least four days and not more than 20 days prior to the hearing. If the City has no published newspaper or has a population of two hundred or fewer, a publication may be made by posting in three public places in the City which have been designated by ordinance.
- The Notice of Public Hearing must contain a FULL copy of the ordinance or state that the ordinance is available for review at the City Clerk's office.
- **The first section of the franchise packet includes a Notice of Public Hearing for your use. Please have the local newspaper bill IPL directly at the address provided on the next page.**

2. City Council Meeting

The franchise ordinance is considered and voted on for passage at three consecutive council meetings. **The second and third readings can be suspended by a recorded vote of not less than three-fourths of all of the members of the council.**

The next section of the packet contains the Minutes of City Council Proceedings relating to the Ordinance. Please fully complete each page. The last page of this section must contain signatures of the Mayor and City Clerk, as well as an imprint or stamp of the City's official seal. An **original** copy of this document must be provided to IPL.

(continued)



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3. Publication of Approved Ordinance

Following the passage of the Ordinance, the City must publish or post either of the following:

- A Condensed Statement (provided in franchise packet) showing the ordinance was passed and adopted, or
- A full copy of the city council meeting minutes showing the full Ordinance and stating that it was passed and adopted.
- **Please have the newspaper bill IPL directly at the address provided below.**

4. City Clerk Certificate

The City Clerk must complete, sign, and place the City seal on the Certificate of City Clerk (last page of the franchise packet). An **original** copy of this document must be provided to IPL.

Please send the completed **Minutes of City Council Proceedings and Certificate of City Clerk to:**

Interstate Power & Light Co.
Attn: Keith Sherman
719 North 18th Street
Centerville, IA 52544-1113

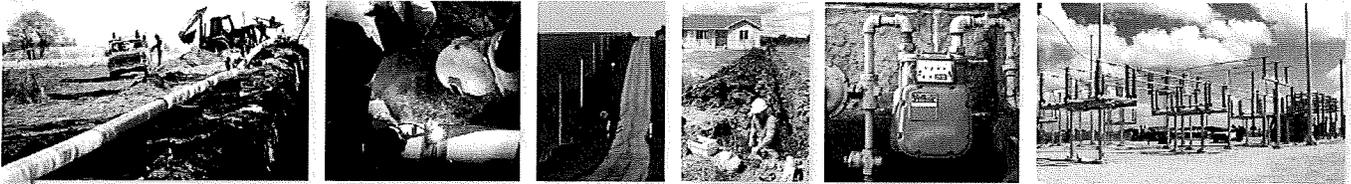
Interstate Power & Light, Co. appreciates the City's efforts in the franchise process. If you have any questions about the steps necessary to complete the documents, please contact Keith Sherman by calling 641.437.5255 or via email at: keithsherman@alliantenergy.com

**Alliant Energy contact for franchises:
Keith Sherman (641-437-5255) or
keithsherman@alliantenergy.com.**



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Things to know about franchise fees



Overview

- Iowa communities currently have the right to collect up to a five percent franchise fee as part of their agreements with franchised utilities that operate within their rights-of-way.
- Franchise fees can only be implemented by a city by including fee language in franchise agreements being negotiated with a utility. Once the language is included, the percentage of the fee can be adjusted by the City Council.
- The Iowa Code outlines how franchise fee revenues can be spent by the city.
- There is a process the city must follow to implement a franchise fee.

What is a franchise fee?

- The Iowa Code requires that the fee, assessed as a percentage of the total bill, be collected directly from customers within the city and displayed as a line item that is added to each customer's bill.
- The franchise fee collected by Alliant Energy from customers would be remitted quarterly to the city.
- A franchise fee ordinance must be adopted by the city prior to being collected (Iowa Code Section 364.2, subsection 4, paragraph f, Code 2009).

How does a franchise fee benefit your community?

- Additional revenues would be generated to fund city projects.
- A franchise fee would provide a stable source of revenue for the city over a 25-year time period.

How does a franchise fee benefit Alliant Energy?

- Alliant Energy does not financially benefit from the funds collected as part of a franchise fee.

How is a franchise fee implemented?

- A franchise fee can only be assessed by the city when included in a valid franchise agreement with Alliant Energy.
- When negotiating a new franchise with Alliant Energy, the city may ask that franchise fee language be included in the agreement.

Who pays a franchise fee?

- A franchise fee is added onto a customer's bill. (Iowa Code Section 364.2, subsection 4, paragraph f, Code 2009).
- The Iowa Code states that only customers of a franchised utility are assessed the franchise fee.
- The fee is collected directly from customers residing within the city that adopted the franchise fee.

How often would the city receive payment of the fees collected by Alliant Energy?

- Based on franchise language, payment of collected fees would be made to the city quarterly.

(continued)

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How is the fee determined?

What's the maximum that can be collected?

- The fee is set as part of the franchise language.
- The city may adjust the percentage collected if the active franchise agreement includes specific terms.
- The Iowa Code requires the city to prepare and approve a Revenue Purpose Statement (RPS) and adopt an ordinance formally adjusting the franchise fee.
- Based upon the franchise language, the fee is calculated as a percentage of a customer's total monthly energy bill.
- The maximum percentage that may be currently collected, per the Iowa Code, is five percent.

What can franchise fees be used for?

- The Iowa Code Section 384.3A outlines how collected funds may be utilized by the city.
- Funds must first be used for maintenance of rights-of-way.
- Additional options for spending any receipts collected that are in excess of rights-of-way maintenance costs are available to the city. (Iowa Code Section 384.3A, subsection 3)

How long does it take to implement a new franchise fee? What are the steps?

- Adding a new franchise fee is likely a six-month process after the franchise fee has been adopted by the city council.
- The steps necessary to complete this process include:
 - The city and Alliant Energy must agree on the language of a franchise ordinance, which includes a franchise fee.
 - An RPS is developed by the city.
 - The RPS would explain how excess franchise fee funds will be utilized by the city and must be prepared in accordance with Section 364.2 of the Iowa Code and published in accordance with Section 362.3 of the Iowa Code.
 - The city must hold a public hearing on the franchise ordinance and successfully pass the ordinance (which requires up to three readings). All public notice requirements must be met.
 - Alliant Energy and the city must complete franchise paperwork, including a Clerk's Certificate and Alliant

**Alliant Energy contact for franchises:
Keith Sherman (641-437-5255) or
keithsherman@alliantenergy.com.**

Energy's Letter of Acceptance. Then the City must provide a copy of and proof of publication of its RPS.

- The city then provides Alliant Energy a list of accounts determined to be exempted from the franchise fee, including account numbers and street addresses.
 - Only accounts for city facilities and operations may be exempted. Private business, non-profits and other government agencies may not be exempted from a franchise fee.
- Addresses subject to franchise fees are provided to Alliant Energy by the city.
- Alliant Energy then creates and tests a billing program for customers in the community.
- Alliant Energy files an updated franchise fee tariff with the Iowa Utilities Board (IUB).
- The IUB reviews and approves the new tariff.
- Collection of the franchise fee begins only after Alliant Energy has received written approval from the IUB.

Can the franchise fee be adjusted after the franchise agreement is passed?

- Yes, franchise agreements with franchise fees above zero percent allow a City Council to adjust the percentage of its franchise fee once every 24 months.
- Cities that are not interested in implementing a fee at the time of franchise renewal may include a zero percent fee that allows for future council action to implement a franchise fee at any time.
- A community that is collecting a fee may cease collection by passing a resolution lowering the fee to zero percent and notifying Alliant Energy in a timely manner.
- Adjustments to a franchise fee may take six months to implement due to the reprogramming necessary in Alliant Energy's billing system and the time before Alliant receives written approval from the IUB to collect the franchise fee.

Can a city collect both a local option sales tax and a franchise fee?

- The Iowa State Code Chapter 422B.8 does not allow both a local option sales tax and a franchise fee to be collected on a customer's utility bill. In this situation, only the franchise fee can be collected.



We're on for you.



Traer Natural Gas Franchise Ballot Initiative

Vote **Yes** on March 3.

Consider the Facts

On **March 3, 2009**, a ballot initiative will be held to determine if Traer wishes to renew its franchise agreement with Alliant Energy. A "yes" vote continues the service relationship with Alliant Energy. A "no" vote severs the longstanding relationship and continues a long and expensive process toward a city-owned gas utility.

Read more:

- [The Rate Myth](#)
- [Reliability Matters](#)
- [The Debt Burden](#)
- [Experience Speaks Loudest](#)
- [Contact Alliant Energy](#)
- [REQUEST AN ABSENTEE BALLOT](#)

The Rate Myth

The city of Traer cannot guarantee that your natural gas utility bills will be lower than they are currently.

The cost of the natural gas represents 80% of your Alliant Energy gas bill. The cost is what the industry calls a direct pass-through, meaning that you pay the exact same price for natural gas that Alliant Energy does, and benefit from Alliant Energy's large-volume purchasing and storage capabilities that keep prices fair.

The remaining 20% of your bill pays for everything needed to deliver the natural gas to your home or business, maintain and repair the system, pay trained natural gas specialists and more.

Before Alliant Energy's gas rates can be changed, the company must seek customer input and receive approval from the Iowa Utilities Board, which works in the public interest.

Unlike Alliant Energy, however, municipally-owned utilities can raise their rates at any time without seeking customer input or state approval.

Reliability Matters

Operating a natural gas utility is an uncertain enterprise and should be undertaken only by experienced, specialized service technicians.

Alliant Energy has demonstrated its capacity to serve the needs of Traer well and with a reliable supply of natural gas. Renewing the franchise allows Alliant Energy, a company with more than a century of experience in the utility business, to continue its history of reliable service, delivery and availability of natural gas to the citizens of Traer.

Alliant Energy employees bring decades of experience to the Traer community's current natural gas system, where they have achieved a record of reliability and safety in delivering natural gas to Traer.

The Debt Burden

Utility startup costs are burdensome, and there is no guarantee of financial success.

The city of Traer would incur significant debt, as well as attorneys' fees and interest payments, if it condemned and then purchased Alliant Energy's natural gas operations, which would be required to form a municipally-owned natural gas utility.

As a taxpayer and a natural gas customer, you would be responsible for the debt incurred in purchasing the natural gas system, and held accountable for losses were the new Traer municipal natural gas utility to lose money.

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Experience Speaks Loudest

Voting "yes" on Tuesday, March 3rd, is a vote for economic stability and proven natural gas service.

Alliant Energy's strong history of service to Traer is perhaps the strongest argument for voting "yes" to renew the company's franchise agreement. Alliant Energy has served the community for over 40 years and has the capacity required to serve the city with reliable, regulated service and delivery for years to come. Alliant Energy's focus has and will always be on the citizens within our service territory, including Traer.

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To learn more, [email Scott Drzycimski](mailto:Scott.Drzycimski@alliantenergy.com) or call him at 319.786.7550

Questions? Use our [Contact Us](#) form, [e-mail us](#) or call **1-800-ALLIANT** (1-800-255-4268).

(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

October 03, 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 Matt Muckler, City Attorney Kevin Olson, Deputy City Clerk Dawn Brandt, Library Director Nick Shimmin, Fire Chief Kevin Stoolman, Fire Chief Administrator Dick Stoolman, Police Chief Mike Horihan, and Water/Wastewater Operator Matt Goodale.

Council members: Mark Worrell, Dan O'Neil, and Jim Oaks. David Johnson and Robert Sexton were absent.

APPROVE AGENDA/CONSENT AGENDA

- a) Approve minutes from the September 19, 2011 City Council Work Session.
- b) Approve minutes from the September 19, 2011 Regular City Council Meeting.
- c) Approve minutes from the September 22, 2011 Special City Council Meeting.
- d) Approve claims.
- e) Approve transfer of \$64,085.86 from Emergency Fund to General Fund.

Motion by O'Neil, second by Oaks to approve agenda. AYES: O'Neil, Oaks, Worrell. Absent: Johnson and Sexton. Motion carried.

Date	9/27/2011	City Of West Branch	
		Claims Register Report	
Aero Rental		Streets - Vibraplate	671.80
Blue Cross Blue Shield		Police/Library - City Share	790.89
Borland-Kaalberg, Ashley		Ach Payroll Expense	909.85
Brandt, Dawn		Ach Payroll Expense	1,194.73
Cedar County Treasurer		Legal - Tax Bill for Parcel	14.00
		Legal - Tax Bill for Parcel	42.00
		Legal - Tax Bill for Parcel	26.00
		Legal - Tax Bill for Parcel	10.00
Community State Bank		Park - Cash for Concessions	70.00
Goodale, Matthew		Ach Payroll Expense	1,827.34
Grimm, John		Payroll Expense	419.21
Hanna, John		Ach Payroll Expense	1,147.92
Heick, Gina		Ach Payroll Expense	60.77
Horihan, Michael		Ach Payroll Expense	1,434.57
Internal Revenue Service		Federal W/H	2,322.43
		Fica-Med.Car	2,467.15
		Fica-Med.Car	687.96
Ipers		Ipers	2,465.79
		Ipers	817.46
Karr, Daniel		Payroll Expense	1,181.64
Knoche, Rebecca		Ach Payroll Expense	881.08
Korsmo, Katrina		Ach Payroll Expense	160.15
Martin, Kimberly		Ach Payroll Expense	234.06
Moss, Timothy		Ach Payroll Expense	1,157.65
Muckler, Matthew		Ach Payroll Expense	2,208.78
O'Neil, Paul		Ach Payroll Expense	1,409.91
Russell, Melissa		Park & Rec - Reimbursement	148.96
		Ach Payroll Expense	1,153.93
Shimmin, Nicholas		Ach Payroll Expense	1,039.46
Stewart, Thomas		Ach Payroll Expense	1,029.35
Treas. State of Iowa		State Wth.	1,111.00
Wallick, Claudia		Ach Payroll Expense	184.97
		Grand Totals	29,280.81

	Fund Totals	
001	General Fund	14,060.58
031	Library	3,179.73
110	Road Use Tax	1,142.80
111	Police Recovery Act Grant	82.20
112	Trust and Agency	3,578.55
600	Water Fund	3,635.65
610	Sewer Fund	3,601.30
	****	29,280.81

COMMUNICATIONS/OPEN FORUM

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

Third Reading of Ordinance 684, amending Chapter 69 "Parking Regulations" to designate the east side of Oliphant Street from the intersection with Orange Street extending north 125 feet as a No Parking Zone./Move to action.

Motion by Worrell, second by O'Neil to approve Third Reading of Ordinance 684, amending Chapter 69 "Parking Regulations" to designate the east side of Oliphant Street from the intersection with Orange Street extending north 125 feet as a No Parking Zone. Roll call vote- AYES: Worrell, O'Neil and Oaks. Absent: Johnson and Sexton. Motion carried.

First reading of Ordinance 685 amending Chapter 92 "WATER RATES" by increasing water rates five percent per year (rounded to the nearest cent) for five years effective July 1, 2012./Move to action.

Muckler was asked to provide the Council with water rate projections that would include the cost of water bonds currently being funded from the general fund in future water rates. Muckler was asked to provide sewer rate projections that included funding for the lift station project. Council also requested to review a funding option that would not include raising the number of gallons (currently 1,700 gallons) upon which minimum water and sewer bills are calculated. Motion by Worrell, second by O'Neil to table first reading of Ordinance 685. Roll call vote – AYES: Worrell, O'Neil, Oaks. Absent: Johnson and Sexton. Motion tabled.

Approve the hiring of Matt Goodale as the Public Works Director./Move to action.

Muckler discussed the process for appointing the position and recommended the hiring of Matt Goodale to the Council. Motion by O'Neil, second by Oaks to approve hiring Matt Goodale as the Public Works Director. Roll call vote – AYES: O'Neil, Oaks, Worrell. Absent: Johnson and Sexton. Motion carried.

Approve Resolution 955, Setting the Salary for Public Works Director Matt Goodale./Move to action.

Motion by O'Neil, second by Worrell to approve Resolution 955. Roll call vote – AYES: O'Neil, Worrell, Oaks. Absent: Johnson and Sexton. Motion carried.

Approve Professional Services Agreement for Creating Connections: Establishing Safe Routes to School in West Branch with AECOM./Move to action.

City Administrator Matt Muckler said that the proposal from AECOM is not completed. AECOM anticipates finishing the proposal by the end of the week. Motion by Worrell, second by O'Neil to table professional services agreement. Roll call vote – AYES: Worrell, O'Neil, Oaks. Absent: Johnson and Sexton. Motion tabled.

Approve crack sealing work with Kluesner Construction, Inc. in the amount of \$14,672.11 for Main Street from city limit to city limit and on North Downey from Main Street to 330 feet north of College Street./Move to action.

Motion by Worrell, second by O'Neil to approve crack sealing. Roll call vote – AYES: Worrell, O'Neil, Oaks. Absent: Johnson and Sexton. Motion carried.

Approve Resolution 956, a resolution of intent to dispose of an interest in real property generally referred to as the former Cookson Community Center./Move to action.

City Attorney Kevin Olson stated that this is the first step in the process and provides notification of the City's intent to sell the property.

Motion by Worrell, second by O'Neil to approve resolution 956. Roll call vote – AYES: Worrell, O'Neil, Oaks.
Absent: Johnson and Sexton. Motion carried

Set a public hearing on proposal to dispose of an interest in real property, said real property being generally referred to as the former Cookson Community Center./Move to action. A Public Hearing for October 17, 2011 was discussed. Motion by Worrell, second by O'Neil to set public hearing. Roll call vote – AYES: Worrell, O'Neil, Oaks. Absent: Johnson and Sexton. Motion carried

Approve concrete work with Slach Construction in the amount of \$11,700.00 for the east driveway of the West Branch Fire Department./Move to action.

City Administrator Matt Muckler said that the East side driveway concrete work would be completed using donation money given to the fire department for the expansion project.

Motion by Worrell, second by O'Neil to approve concrete work. Roll call vote – AYES: Worrell, O'Neil, Oaks.
Absent: Johnson and Sexton. Motion carried

Appointments/Reappointments/Move to action.

Mary Beth Stevenson – Planning & Zoning Commission

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

MAYOR DON KESSLER

Appointments/Reappointments

None

REPORTS

City Administrator Matt Muckler – NPS Snow Removal

National Park Superintendent Pete Swisher said that they would be sending out the snow removal contract for open bids. Muckler was asked to bring back other funding options for Council consideration at a future Council Meeting.

City Engineer Dave Schechinger, P.E. – Main Street Parking

Dave gave three cost opinion bids for changing the parking on Main Street in front of the Fire station and Village Green from parallel to angled parking.

ADJOURNMENT

Motion to adjourn meeting by O'Neil, second by Worrell. City Council meeting adjourned at 8:08 p.m.

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

DATE 10/17/2011

CITY OF WEST BRANCH
CLAIMS REGISTER REPORT

ACTION SEWER & SEPTIC	STREETS - SERVICE	200.00
	STREETS - SERVICE	656.25
AERO RENTAL	PARK & REC - SUPPLIES	32.40
	STREETS - COLLEGE ST PROJECT	363.00
	FIRE - SUPPLIES	81.25
	FIRE - SUPPLIES	8.80
AIR COOLED ENGINE	CEMETERY - SERVICE	165.41
	CEMETERY - SUPPLIES	16.14
	CEMETERY - SUPPLIES	46.06
ALLIANT ENERGY	VARIOUS DEPTS - UTILITIES	8,643.50
	WATER - UTILITIES	39.99
AMAZON	LIBRARY - SUPPLIES	94.15
AMSAN	ADMIN - BALLASTS	39.98
BAKER & TAYLOR BOOKS	LIBRARY - BOOKS	1,290.98
BARRON MOTOR SUPPLY	STREETS - SUPPLIES	76.13
BDC BUILDING PLAN REVIEW	ADMIN - BUILDING INSPECTIONS	222.60
BEAN & BEAN	CEMETERY - GRAVE OPENINGS	1,000.00
BIGRIGG, NICK	WATER - CREDIT DEPOSIT	23.99
BLUE CROSS BLUE SHIELD	LIFE INS.	8.00
	DENTAL INS	86.76
	HEALTH INS	783.95
BORLAND-KAALBERG, ASHLEY	ACH PAYROLL EXPENSE	585.16
BP AMOCO	WATER/SEWER/POLICE/FIRE	1,482.96
BRANDT, DAWN	ACH PAYROLL EXPENSE	1,235.16
CEDAR RAPIDS PHOTO COPY	LIBRARY - SERVICE	30.31
	LIBRARY - SERVICE	45.12
CENTRAL TANK COATINGS	WATER - WATER TOWER REPAIR	93,444.38
CITY ELECTRIC SUPPLY	WATER - SUPPLIES	148.19
	WATER - SUPPLIES	32.01
COOK, COLE	PARK & REC - FLAG FBALL REF	80.00
	PARK & REC - FLAG FBALL REF	80.00
CREATIVE SOFTWARE SERVICE	ADMIN - COMPUTER SERVICE	170.00
CROELL REDI-MIX INC	STREETS - COLLEGE ST PROJECT	104.00
	STREETS - COLLEGE STREET	277.00
	STREETS - COLLEGE STREET	150.00
	STREETS - COLLEGE STREET	137.00
	STREETS - COLLEGE STREET	357.00
	STREETS - COLLEGE STREET	529.00
	STREETS - COLLEGE STREET	104.00
	STREETS - CONCRETE 4TH ST	164.50
CULLIGAN WATER TECHNOLOGY	FIRE - SERVICE	32.95
DAVIDSON TITLES INC.	LIBRARY - BOOKS	32.69
DAVIS FARM EQUIPMENT	STREETS - SUPPLIES	77.89
	STREETS - SUPPLIES	120.55
DELUXE CORP.	BUSINESS DEPOSIT SLIPS	37.75
DIAMOND VOGEL PAINTS	STREETS - TRAFFIC PAINT	106.55
ED.M.FELD EQUIPMENT CO.	FIRE - SERVICE	586.21
FINNEGAN, AUSTIN	PARK & REC - FLAG FBALL REF	40.00
FLEET SERVICES	POLICE - FUEL	381.90
FRENCH RENEKER ASSOCIATES	ADMIN - FLOOD CONT. DAM DESIGN	907.50
GENERAL PEST CONTROL	LIBRARY - SERVICE	70.00
GIERKE-ROBINSON CO	STREETS - COLLEGE ST PROJECT	146.76
GOODALE, MATTHEW	ACH PAYROLL EXPENSE	1,407.04
GREATAMERICA LEASING	ADMIN - COPIER SERVICE	252.06
GRIMM, JOHN	PAYROLL EXPENSE	435.93
HANNA, JOHN	ACH PAYROLL EXPENSE	1,147.92
HANSON, JON	WATER - DEPOSIT CREDIT	55.35
HEICK, GINA	ACH PAYROLL EXPENSE	78.43
HIGHSMITH	LIBRARY - SUPPLIES	20.12

HILLS, AUSTIN	PARK & REC - FLAG FBALL REF	40.00
	PARK & REC - FLAG FBALL REF	40.00
HORIHAN, MICHAEL	ACH PAYROLL EXPENSE	1,389.41
HYGIENIC LAB.ACCT.REC.	WATER - TESTING	837.00
INTERNAL REVENUE SERVICE	FEDERAL W/H	1,976.66
	FICA-MED.CAR	2,242.81
	FICA-MED.CAR	625.40
IOWA BUSINESS SUPPLY	ADMIN - OFFICE SUPPLIES	8.46
IOWA DNR	WATER - PERMIT #6492 FY12	95.00
IOWA LEAGUE OF CITIES	ADMIN - BUDGET WORKSHOP	60.00
IOWA NETWORK SERVICES	ADMIN - SERVICE	26.99
IPERS	IPERS	2,340.43
	IPERS	838.18
JOHN DEERE FINANCIAL	STREETS/WATER - SUPPLIES	184.31
JOHNSON COUNTY REFUSE	RECYCLING - SEPTEMBER	3,562.50
KARR, DANIEL	PAYROLL EXPENSE	1,085.54
KESSLER, DONALD	PAYROLL EXPENSE	186.20
KINGDOM GRAPHICS	PARK & REC - VOLLEYBALL	19.00
	CEMETERY - CLOTHING ALLOW	50.00
KNOCHE, REBECCA	ACH PAYROLL EXPENSE	746.63
KORSMO, KATRINA	ACH PAYROLL EXPENSE	160.15
L. L. PELLING CO. INC	STREETS - PREMIX	358.00
LAMONT, LUCAS	PARK & REC - FLAG FBALL REF	80.00
	PARK & REC - FLAG FBALL REF	80.00
LEASE CONSULTANTS CORP	LIBRARY - SERVICE CONTRACT	59.00
LENOCH & CILEK	SEWER/TOWN HALL/ADMIN	49.44
LIBERTY COMMUNICATIONS	VARIOUS DEPTS - PHONE	1,065.73
LINN COUNTY R.E.C.	STREETS - UTILITIES	102.00
LYNCH'S EXCAVATING INC	SEWER - N 4TH ST STORM SEWER	1,200.00
LYNCH'S PLUMBING	WATER - SUPPLIES	8.70
	FIRE - SERVICE	85.00
MARTIN, KIMBERLY	ACH PAYROLL EXPENSE	226.90
MATT PARROTT AND SONS	ADMIN - TAX FORMS	58.25
	ADMIN - LASER CHECKS	250.38
MEDIACOM	ADMIN - SERVICE	34.95
MENARDS	STREETS - SUPPLIES	61.08
	STREETS - PAINT BRUSHES	31.74
	POLICE/ADMIN - SUPPLIES	115.91
	PARK & REC - TOOL CHEST	37.10
	STREETS - SUPPLIES	2.64
	STREETS - SUPPLIES	42.32
MIDWEST FRAME & AXLE	FIRE - SERVICE	1,286.51
MIDWEST JANITORIAL	LIBRARY/ADMIN/TOWN HALL/	637.00
	POLICE/LIBRARY/ADMIN/TOWN HALL	637.00
MIDWEST RADAR & EQUIPMENT	POLICE - RADAR SUPPLIES	120.00
MOSS, TIMOTHY	ACH PAYROLL EXPENSE	1,083.00
MUCKLER, MATTHEW	ACH PAYROLL EXPENSE	1,902.51
MUNICIPAL SUPPLY INC.	WATER - WIRE CONNECTOR	14.00
O'NEIL, PAUL	ACH PAYROLL EXPENSE	1,197.75
OLSON, ATTY KEVIN	LEGAL - LEGAL FOR OCT.	1,250.00
ORIENTAL TRADING CO. INC	POLICE - HALLOWEEN SUPPLIES	129.98
OSBORNE, ANDREW	WATER - CREDIT REFUND	1.61
PEDEN, SHANELLE	CABLE - VIDEOTAPING	50.00
	CABLE - VIDEOTAPING	150.00
PITNEY BOWES GLOBAL	ADMIN - POSTAGE MACHINE	444.03
PITNEY BOWES PURCHASE	SEWER/ADMIN - POSTAGE	500.00
	WATER - POSTAGE	500.00
PLUNKETT'S PEST CONTROL	ADMIN - SERVICE	45.76
PORT 'O' JONNY INC.	PARK & REC - SERVICE	76.00
	PARK & REC - SERVICE	60.00
	CEMETERY - SERVICE	80.00
QUILL CORP	ADMIN - CDR'S	3.43
	ADMIN - OFFICE SUPPLIES	17.58

	ADMIN/POLICE/LIBRARY - SUPPLIES	352.04
	LIBRARY - OFFICE SUPPLIES	15.19
	LIBRARY - SUPPLIES	23.99
	LIBRARY - OFFICE SUPPLIES	12.49
	LIBRARY - SUPPLIES	107.84
	TOWN HALL - GARBAGE BAGS	50.36
RK DIXON	ADMIN - BLK/WHITE/COLOR	120.73
RUSSELL, MELISSA	ACH PAYROLL EXPENSE	1,001.29
SHIMMIN, NICHOLAS	ACH PAYROLL EXPENSE	1,039.46
SHORTT, BRANDEN	PARK & REC - FLAG FBALL REF	80.00
	PARK & REC - FLAG FBALL REF	80.00
SHOW ME BOOKS INC	LIBRARY - BOOKS	60.48
SIMKIN, ATTY DOUGLAS W	POLICE - LEGAL SERVICES	75.00
SPRINGDALE AGENCY	FIRE - FY12 FIRE PAK	12,808.00
STAPLES	ADMIN - OFFICE SUPPLIES	2.29
STEWART, THOMAS	ACH PAYROLL EXPENSE	1,011.65
THE LIBRARY STORE INC	LIBRARY - SUPPLIES	113.15
THEIN MOTOR SALES	POLICE - 08 DODGE OIL CHANGE	40.45
TREAS. STATE OF IOWA	STATE WTH.	969.00
TREAS. STATE OF IOWA	IOWA SALES TAX - SEPTEMBER	2348.00
UNIFORM DEN INC.	POLICE - UNIFORMS	144.06
UPS	SEWER - SHIPPING	22.58
	SEWER - SHIPPING	22.58
	SEWER - SHIPPING	22.58
	SEWER - SHIPPING	22.58
US CELLULAR	POLICE - PHONE SERVICE	207.71
	VARIOUS DEPTS - PHONE	273.07
	FIRE - PHONE SERVICE	271.00
USA TODAY	LIBRARY - SUBSCRIPTION	213.20
VEENSTRA & KIMM INC.	CAPITAL PROJECT - SRTS PROJ.	289.00
	WATER - WATER TOWER REPAIR	538.77
	STREETS - 2011 STREET	616.14
	WATER - ENGINEERING SERV	382.41
	CAPITAL PROJECTS-LIFT STAT.	14,650.00
	STREETS - NORTH DOWNEY PROJ.	2,306.24
	STREETS - MAIN STREET	250.00
	STREETS - NORTH DOWNEY PROJ.	355.93
WALLICK, CLAUDIA	ACH PAYROLL EXPENSE	201.78
WALMART COMMUNITY/GEMB	LIBRARY - SUPPLIES	259.52
WENNDT, JOE	FIRE - FIRE TRAINING	250.00
WEST BRANCH ANIMAL CLINIC	ANIMAL CONTROL - SERVICE	510.00
WEST BRANCH SCHOOLS	PARK & REC - TRANS. FOR TRIPS	1,102.50
WEST BRANCH TIMES	LIBRARY - ADVERTISEMENTS	95.00
WESTCOTT, NICK	PARK & REC - FLAG FBALL REF	40.00
	GRAND TOTALS	192,980.76

FUND TOTALS

001	GENERAL FUND	33,830.84
022	CIVIC CENTER	869.52
031	LIBRARY	7,081.25
036	TORT LIABILITY	12,808.00
110	ROAD USE TAX	8,383.41
111	POLICE RECOVERY ACT GRANT	102.01
112	TRUST AND AGENCY	2,670.34
301	SAFE ROUTES SIDEWALK PROJECT	289.00
304	WASTEWATER LIFT STATION PROJECT	14,650.00
600	WATER FUND	104,831.11
610	SEWER FUND	7,465.28
	****	192,980.76

ORDINANCE NO. 685

AN ORDINANCE AMENDING TITLE CHAPTER 92 "WATER RATES"

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 92 "WATER RATES" of the Code of West Branch, Iowa is hereby amended by deleting Section 92.02 in its entirety and inserting in lieu thereof:

92.02 RATES FOR SERVICE.

Water service shall be furnished at the rate of:

\$4.59 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective June 20, 2006.

\$4.89 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2012.

\$5.19 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2013.

\$5.49 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2014.

\$5.79 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2015.

\$6.09 per 1,000 gallons, with a 1,700-gallon minimum, payable monthly effective July 1, 2016.

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 17th day of October, 2011.

First Reading: October 17, 2011

Second Reading:

Third Reading:

Don Kessler, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

Water/Wastewater Rate Analysis

FY	Water Fund		Water Fund		Gallons treated	Base Cost Per 1,000 Gallons		Gallons Treated Incl. Water Bond	Cost Per 1,000 Gallons Billed (Incl. Water Bond)		Water Bond Payment
	Expend.	Revenue	Expend.	Revenue		Treated	Incl. Water Bond		Billed	Water Bond	
FY 2007	\$336,326	\$312,507	68,084	68,084	\$4.11	\$5.59	\$4.94	\$6.72	\$121,200.00		
FY 2008	\$335,540	\$318,325	69,352	69,352	\$4.14	\$5.63	\$4.84	\$6.58	\$121,130.00		
FY 2009	\$274,999	\$309,187	67,361	67,361	\$3.16	\$4.56	\$4.08	\$5.88	\$121,000.00		
FY 2010	\$348,381	\$295,184	77,203	64,310	\$4.51	\$6.09	\$5.42	\$7.31	\$121,810.00		
FY 2011	\$319,697	\$301,672	79,377	65,724	\$4.03	\$5.56	\$4.86	\$6.71	\$121,530.00		
FY 2012 *	\$530,100	\$305,442	80,369	66,545	\$6.60	\$8.10	\$7.97	\$9.79	\$121,190.00		
FY 2013 *	\$388,578	\$313,078	81,374	67,377	\$4.78	\$6.27	\$5.77	\$7.57	\$121,790.00		
FY 2014 *	\$398,292	\$320,905	82,391	68,219	\$4.83	\$6.31	\$5.84	\$7.62	\$121,300.00		
FY 2015 *	\$408,249	\$328,927	83,421	69,072	\$4.89	\$6.35	\$5.91	\$7.67	\$121,750.00		
FY 2016 *	\$418,455	\$337,150	84,464	69,935	\$4.95	\$6.39	\$5.98	\$7.72	\$121,110.00		
FY 2017 *	\$428,917	\$345,579	70,810	70,810	\$5.02	\$6.44	\$6.06	\$7.77	\$121,410.00		

FY	Sewer Fund		Gallons Billed	Base Cost Per 1,000 Gallons		Cost Per 1,000 Gallons Billed (Incl. Lift Station)	
	Expend.	Revenue		Billed	Lift Station	Billed	Lift Station
FY 2007	\$177,106	\$199,076	43,372	\$4.08	\$5.47	\$4.08	\$5.47
FY 2008	\$181,469	\$205,114	44,687	\$4.06	\$5.40	\$4.06	\$5.40
FY 2009	\$194,428	\$191,797	41,786	\$4.65	\$6.09	\$4.65	\$6.09
FY 2010	\$203,830	\$198,615	43,271	\$4.71	\$6.10	\$4.71	\$6.10
FY 2011	\$204,411	\$236,000	51,416	\$3.98	\$5.14	\$3.98	\$5.14
FY 2012 *	\$247,644	\$247,644	52,059	\$4.76	\$5.91	\$4.76	\$5.91
FY 2013 *	\$305,085	\$253,835	52,710	\$5.79	\$6.93	\$5.79	\$6.93
FY 2014 *	\$312,712	\$260,181	53,368	\$5.86	\$6.98	\$5.86	\$6.98
FY 2015 *	\$320,530	\$266,686	54,036	\$5.93	\$7.04	\$5.93	\$7.04
FY 2016 *	\$328,543	\$273,353	54,711	\$6.01	\$7.10	\$6.01	\$7.10
FY 2017 *	\$336,757	\$280,186	55,395	\$6.08	\$7.16	\$6.08	\$7.16

* Projected

WATER & SEWER 6.5% Increase per Thousand Gallons per Year for 5 Years

Fiscal year	Water/1,000 gal. @ 6.5% increase		Sewer/1,000 gal. @ 6.5% increase		Increase / 1,000 gal.		Revenue/FY based on		Increase in revenue per year	Minimum Monthly Bill*	Average Monthly Bill**
	6.5% increase	Increase / 1,000 gal.	6.5% increase	Increase / 1,000 gal.	Increase / 1,000 gal.	70,000,000 Gal. Water & 55,000,000 Gal. Sewer	70,000,000 Gal. Water & 55,000,000 Gal. Sewer				
FY 12	\$4.59	\$0.30	\$4.59	\$0.30	\$0.30	\$573,750.00	\$573,750.00	\$37,500.00	\$20.90	\$42.76	
FY 13	\$4.89	\$0.30	\$4.89	\$0.30	\$0.30	\$611,250.00	\$611,250.00	\$37,500.00	\$21.96	\$45.24	
FY 14	\$5.19	\$0.30	\$5.19	\$0.30	\$0.30	\$648,750.00	\$648,750.00	\$37,500.00	\$23.01	\$47.72	
FY 15	\$5.49	\$0.30	\$5.49	\$0.30	\$0.30	\$686,250.00	\$686,250.00	\$37,500.00	\$24.07	\$50.21	
FY 16	\$5.79	\$0.30	\$5.79	\$0.30	\$0.30	\$723,750.00	\$723,750.00	\$37,500.00	\$25.13	\$52.69	
FY 17	\$6.09	\$0.30	\$6.09	\$0.30	\$0.30	\$761,250.00	\$761,250.00	\$37,500.00	\$26.18	\$55.18	

WATER 6.5% Increase & SEWER 11.25% Increase per Thousand Gallons per Year for 5 Years

Fiscal year	Water/1,000 gal. @ 6.5% increase		Sewer/1,000 gal. @ 11.25% increases		Increase / 1,000 gal.		Revenue/FY based on		Increase in revenue per year	Minimum Monthly Bill*	Average Monthly Bill**
	6.5% increase	Increase / 1,000 gal.	11.25% increases	Increase / 1,000 gal.	Increase / 1,000 gal.	70,000,000 Gal. Water & 55,000,000 Gal. Sewer	70,000,000 Gal. Water & 55,000,000 Gal. Sewer				
FY 12	\$4.59	\$0.30	\$4.59	\$0.52	\$0.52	\$573,750.00	\$573,750.00	\$49,600.00	\$20.90	\$42.76	
FY 13	\$4.89	\$0.30	\$5.11	\$0.52	\$0.52	\$623,350.00	\$623,350.00	\$49,600.00	\$22.33	\$46.12	
FY 14	\$5.19	\$0.30	\$5.63	\$0.52	\$0.52	\$672,950.00	\$672,950.00	\$49,600.00	\$23.76	\$49.48	
FY 15	\$5.49	\$0.30	\$6.15	\$0.52	\$0.52	\$722,550.00	\$722,550.00	\$49,600.00	\$25.19	\$52.85	
FY 16	\$5.79	\$0.30	\$6.67	\$0.52	\$0.52	\$772,150.00	\$772,150.00	\$49,600.00	\$26.62	\$56.21	
FY 17	\$6.09	\$0.30	\$7.19	\$0.52	\$0.52	\$821,750.00	\$821,750.00	\$49,600.00	\$28.05	\$59.58	

*Including Water, Sewer, \$4.75 Mandatory Recycling Fee and all taxes at 1,700 gallon minimum.

**Average household monthly usage equals 4,000 gallons.

ORDINANCE NO. 686

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 the following fee for permit to the Superintendent:

\$315 effective November 21, 2011; \$331 effective July 1, 2012; \$348 effective July 1, 2013; \$365 effective July 1, 2014; \$383 effective July 1, 2015; \$402 effective July 1, 2016.

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 17th day of October, 2011.

First Reading: October 17, 2011

Second Reading:

Third Reading:

Don Kessler, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSAL TO DISPOSE OF AN INTEREST IN REAL PROPERTY, SAID REAL PROPERTY BEING GENERALLY REFERRED TO AS THE FORMER COOKSON COMMUNITY CENTER.

YOU ARE HEREBY NOTIFIED that a public hearing will be held by the City Council of the City of West Branch in the Council Chambers, at the City Hall at 110 Poplar Street, at 7:00 o'clock P.M., on Monday, October 17th, 2011. Said public hearing shall be to consider the intent to dispose of the City's interest in the former Cookson Community Center via sealed bid.

BE FURTHER ADVISED that the City Council did by Resolution on October 3rd, 2011, indicate an intent to dispose of said real property, subject to public hearing on said proposal, in accordance with applicable State law and local Ordinances. All interested persons are invited to attend and be heard on the proposal to dispose of the City's interest in the aforementioned property. Further information on this matter may be obtained by contacting the West Branch City Clerk.

Matt Muckler, City Clerk,
by Direction of the City Council



AECOM 319 232 6531 tel
 501 Sycamore Street 319 232 0271 fax
 Suite 222
 Waterloo, Iowa 50703
 www.aecom.com

**AGREEMENT FOR PROFESSIONAL SERVICES
 CREATING CONNECTIONS
 ESTABLISHING SAFE ROUTES TO SCHOOL
 WEST BRANCH, IOWA**

This Agreement made and entered between the City of West Branch, Iowa, hereinafter referred to as the **Owner**, and AECOM Technical Services, Inc., Waterloo, Iowa, hereinafter referred to as the **Consultant**.

The **Owner** has decided to contract for consultant services for the design and construction-related services for sidewalk and pedestrian improvements in five locations in the City of West Branch. It has been determined that the Owner shall proceed with the preliminary, final design and construction-related services subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT) and the Federal Highway Administration (FHWA) (when applicable).

The said **Owner** desires to employ the **Consultant** to provide consultant services in connection with the design and construction-related services for the improvements. The Consultant is willing to perform said services in accordance with the terms hereinafter provided and warrants that it is in compliance with Iowa statutes relating to the licensure of Professional Engineers.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

AECOM TECHNICAL SERVICES, INC.

By _____ Date October 11, 2011
 Joe A. Becker, Vice President

CITY OF WEST BRANCH, IOWA

By _____ Date _____

IOWA DEPARTMENT OF TRANSPORTATION
 ACCEPTED FOR FHWA AUTHORIZATION*

By _____ Date _____
 Craig Markley, Director
 Office of Systems Planning

*The Iowa DOT is not a party to this agreement. However, by signing this Agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of federal funds.



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Attachment A - Scope of Services

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Attachment C - Fees and Payments

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Attachment E - Certification of Consultant

Attachment F - Certification of Owner

Article 1 - Initial Information

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective of this Agreement is to provide consultant services for the preliminary, final design and construction-related services for sidewalk and pedestrian improvements in five locations in the City of West Branch, Iowa.

1.2 Financial Parameters

The financial parameters are:

1.2.1 Amount of Owner's budget for the Consultant's compensation is \$48,000.00.

1.2.2 Amount of the Consultant's budget for the subconsultant's compensation is \$3,950.00.

1.3 Project Team

1.3.1 The **Owner's** designated representative, identified as the **Contract Administrator**, is Matt Muckler.

The **Contract Administrator** is the authorized representative, acting as liaison officer for the **Owner** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the **Contract Administrator** and shall be subject to the **Contract Administrator's approval**.

1.3.2 The **Consultant's designated** representative is Larry Wiele.

1.3.3 The subconsultant retained at the **Consultant's expense** is:

Terracon Consultants, Inc.

1.4 Time Parameters

Date to Proceed: **Consultant** shall not begin work under this Agreement until so directed in writing by the Owner and they have received a copy of the FHWA authorization. **Consultant** shall, upon receipt of both the said written notification to proceed and a copy of the FHWA authorization, begin work thereon. No FHWA compensation will be made for any work performed prior to the effective date of the FHWA authorization to proceed.

Work under this agreement shall be completed within twelve (12) months after receipt of a Notice to Proceed and an executed copy of this agreement.

Construction-related services shall be completed in accordance with the schedule provided by a supplemental agreement authorizing said services.

Article 2 - Scope of Services and Other Special Terms and Conditions

2.1 Enumeration of Parts of the Agreement

This Agreement represents the entire and integrated agreement between the **Owner** and the **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instruments signed by the **Owner**, **Consultant**, Iowa DOT and the FHWA (if applicable). This Agreement comprises the documents listed below.

2.1.1 The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.

2.1.2 Services herein required and provided shall be in conformity with the Iowa Department of Transportation Standards, Design Guides and Specifications and Title 23 U.S. Code of Federal Regulations, Part 625, as outlined in Attachment B. In addition, applicable sections of the U.S. Department of Transportation, Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications, and estimates.

2.1.3 Other documents as follows:

- .1 Fees and Payments - Attachment C
- .2 Certificate of Debarment - Attachment D
- .3 Certification of Consultant - Attachment E
- .4 Certification of Owner - Attachment F
- .5 Title 23, Code of Federal Regulations, Part 172 - Included by Reference

Article 3 - Form of Compensation

3.1 Method of Reimbursement

3.1.1 For the **Consultant's** services as described under Article 2, compensation shall be computed in accordance with a lump sum fee compensation method as defined in Attachment C.

3.2 Subconsultant

3.2.1 The **Consultant** shall require the subconsultants to notify them if they at any time determine that their costs will exceed their estimated actual costs. The **Consultant** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the **Contract Administrator**. The prime **Consultant** is cautioned that cost underruns associated with any subconsultant's contract are not available for use by the prime **Consultant** unless the **Contract Administrator** and Iowa DOT have given prior written approval.

Article 4 - Terms and Conditions**4.1 Ownership of Engineering Documents**

- 4.1.1 Sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Contract Administrator** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will the **Owner's** sole risk and without liability or legal exposure to the **Consultant**.
- 4.1.2 The **Owner** acknowledges the **Consultant's** plans and specifications, including documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Owner** upon completion of the services and payment in full of all moneys due to the **Consultant**.
- 4.1.3 The **Owner** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. Any changes to these specifications by either the **Owner** or the **Consultant** are subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.
- 4.1.4 The **Owner** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.
- 4.1.5 The **Owner** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

4.2 Revision of Plans

- 4.2.1 Drafts of work products shall be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the **Consultant** prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant** in writing that the work product shall constitute "satisfactorily completed and accepted work."
- 4.2.2 In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay during construction. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

4.2.3 Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.3.

4.3 Extra Work

4.3.1 If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work," the **Owner** will provide extra compensation to the **Consultant** upon the basis of actual costs plus a fixed fee amount or at a negotiated lump sum. Unless written approval for "Extra Work" has been secured in advance from the **Contract Administrator**, no claims will be allowed. However, the **Owner** shall have benefit of the service rendered.

4.4 Progress Meetings

4.4.1 From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.

4.5 Additional Plans

4.5.1. At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient prints of plans or other data in such detail as may be required, for the purposes of review of details and for plan-in-hand and field check inspections.

4.6 Termination of Agreement

4.6.1 In the event of the death of any member or partner of the **Consultant's** firm, the surviving members shall complete the work, unless otherwise mutually agreed upon by the **Owner** and the survivors.

4.6.2 The right is reserved by the **Owner** to terminate this Agreement at any time upon not less than thirty (30) days written notice to the **Consultant**.

4.6.3 In the event the Agreement is terminated by the **Owner** without fault on the part of the **Consultant**, the **Consultant** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date of time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the fixed fee, plus actual costs. The portion of the fixed fee shall be based on the ratio of the actual costs incurred to the estimated actual costs contained in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the estimated actual cost, plus any authorized contingency.

4.6.4 In the event the Agreement is terminated by the **Owner** for fault on the part of the **Consultant**, the **Consultant** shall be paid only for work satisfactorily performed and delivered to the **Contract Administrator** up to the date established by the termination

notice. After audit of the **Consultant's** actual costs to the date established by the **Contract Administrator** in the termination notice and after determination by the **Contract Administrator** of the amount of work satisfactorily performed, the **Contract Administrator** shall determine the amount to be paid to the **Consultant**.

4.6.5 The right is reserved by the **Owner** to suspend this Agreement at any time. The **Contract Administrator** may affect such suspension by giving the **Consultant** written notice and will be effective as of the date established in the suspension notice. Payment for the **Consultant's** services will be made by the **Owner** to the date of such suspension, in accordance with paragraph 4.6.3 above.

4.6.6 Should the **Owner** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of one year after such suspension, unless this period is extended by written consent of the **Consultant**.

4.6.7 This Agreement will be considered completed when the construction of the project has progressed sufficiently to make it clear that the construction can be completed without further revisions in that work, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.

4.7 Extension of Time

4.7.1 The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the **Consultant**, but may be extended by the **Contract Administrator** in the event of a delay attributed to the **Owner** or the **Contract Administrator**, or because of unavoidable delays caused by an act of God, war, government actions, or similar causes beyond the reasonable control of the **Consultant**.

4.8 Mediation

4.8.1 In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the **Owner** and the **Consultant** agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The **Owner** and the **Consultant** further agree to include a similar mediation provision in all agreements with independent contractors and subconsultants retained for the project and to require all independent contractors and subconsultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

4.9 Arbitration

4.9.1 In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement in accordance with Paragraph 4.8, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and shall proceed in accordance with the current Code of Iowa. If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the above-referenced rules.

4.10 Responsibility for Claims and Liability

4.10.1 The **Consultant** shall defend, indemnify and save harmless the **Owner**, the Iowa DOT, the State of Iowa, its agencies, agents, employees and assignees and the federal government from all claims and liabilities due to design error, omission or negligent act of

the **Consultant**, its members, agents, stockholders or employees in connection with performance of this Agreement.

4.11 Non-Raiding Clause

4.11.1 The **Consultant** shall not engage the services of any person or persons, then in the employment of the **Owner**, for work covered by this Agreement without the written consent of the employer of such person.

4.12 General Compliance with Laws

4.12.1 The **Consultant** shall comply with all federal, state, and local laws and ordinances applicable to the work.

4.13 Subletting, Assignment or Transfer

4.13.1 Subletting, assignment or transfer of all or part of the interest of the **Consultant** in this Agreement is prohibited unless written consent is obtained from the **Contract Administrator** and approved by the **Owner** and the Iowa DOT.

4.14 Forbidding Use of Outside Agents

4.14.1 The **Consultant** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **Consultant**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the **Consultant**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul the Agreement without liability or in its discretion to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commissioning percentage, brokerage fee, or counterpart fee.

4.15 Consultant's Endorsement on Plans

4.15.1 The **Consultant** shall endorse the completed computations prepared under this Agreement, and shall affix thereto the seal of a Licensed Professional Engineer, licensed to practice in the State of Iowa, in accordance with the current Code of Iowa.

4.16 Compliance With Title 49, Code of Federal Regulations

4.16.1 During the performance of this Agreement, the **Consultant** and its assignees and successors in interest agree as follows:

4.16.1.1 Compliance With Regulations

4.16.1.1.1 The **Consultant** will comply with the regulations of the U.S. Department of Transportation, relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

4.16.1.2 Nondiscrimination

4.16.1.2.1 The **Consultant**, with regard to the work performed by it, will not discriminate on the grounds of race, religion, age, physical

disability, color, sex or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** will not participate, either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Attachments D, E and F of the Regulations.

4.16.1.3 Solicitation for Subconsultants, Including Procurement of Materials and Equipment

4.16.1.3.1 In all solicitations, either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or equipment each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligation under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, age, physical disability, sex or national origin.

4.16.1.4 Disadvantaged Business Enterprises

4.16.1.4.1 The **Consultant** or its subconsultants agree(s) to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR, Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The **Consultant** and their subconsultants shall not discriminate on the basis of race, religion, age, physical disability, color, sex, or national origin, in the award and performance of U.S. DOT assisted contracts. If, as a condition of assistance, the Iowa DOT has submitted to U.S. DOT, or the **Consultant** has submitted to the Iowa DOT, and the U.S. DOT or Department has approved a disadvantaged business enterprise affirmative action program which the Iowa DOT and/or **Consultant** agree(s) to carry out, this program(s) is incorporated into this Agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement.

Upon notification to the **Consultant** of its failure to carry out the approved program, the **Owner**, the Iowa DOT and/or the U.S. DOT shall impose sanctions, which may include termination of the Agreement or other measures that may affect the ability of the **Consultant** to obtain future U.S. DOT financial assistance. The **Consultant** or any of its subconsultants are hereby advised that failure to fully comply with the Iowa DOT's DBE Program shall constitute a breach of contract and may result in termination of this Agreement or agreement(s) by the **Owner** or such remedy as the **Owner** deems appropriate. Refer to Article 4.6 of the Agreement.

4.16.1.5 Information and Reports

4.16.1.5.1 The **Consultant** will provide all information and reports required by the regulations, orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, Iowa DOT or the FHWA, to be pertinent to ascertain compliance with regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information, the **Consultant** shall so certify to the **Owner**, Iowa DOT or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain information.

4.16.1.6 Sanctions for Noncompliance

4.16.1.6.1 In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this Agreement, the **Owner** shall impose such contract sanctions as it, the Iowa DOT or the FHWA, may determine to be appropriate, including, but not limited to:

- Withholding of payments to the **Consultant** under the Agreement until the **Consultant** complies, and/or
- Cancellation, termination, or suspension of the Agreement, in whole or in part.

4.16.1.7 Incorporation of Provisions

4.16.1.7.1 The **Consultant** will include the provisions of Article 4.16.1.1 through 4.16.1.6 of this Agreement in every subagreement, including procurements of materials and lease of equipment, unless exempt by the regulations, orders or instructions issued pursuant thereto. The **Consultant** will take such action with respect to any subagreement or procurement as the **Owner**, Iowa DOT or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a **Consultant** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner**, the Iowa DOT or the United States to enter into such litigation to protect the interests of the **Owner**, the Iowa DOT or the United States, respectively.

4.17 Access to Records

4.17.1 The **Consultant** is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the Agreement period, and for three years from the date of final payment under the Agreement, for inspection and audit by the **Owner**, Iowa DOT and FHWA, or any authorized representatives of the federal government; and copies thereof shall be furnished, if requested.

4.18 Iowa DOT and FHWA Participation

4.18.1 The work under this Agreement shall be contingent upon and subject to the approval of the Iowa DOT and FHWA (if applicable). The Iowa DOT and FHWA shall have the right to participate in the conferences between the **Consultant** and the **Owner** and to participate in the review or examination of the work in progress.

4.19 Severability

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

4.20 Choice of Law and Form

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this agreement, the exclusive jurisdiction for the proceeding shall be brought in the Black Hawk County District Court for the State of Iowa, Waterloo, Iowa. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity in State or federal court, which may be available to the Owner.

ATTACHMENT A
CREATING CONNECTIONS:
ESTABLISHING SAFE ROUTES TO SCHOOLS
WEST BRANCH, IOWA
SCOPE OF SERVICES

Project Description

This project includes sidewalk and pedestrian improvements in five locations in the City of West Branch.

- College Street Bridge. Installation of pre-fabricated bridge over Wapsipinoc Creek and approximately 500 feet of sidewalks along College Street.
- Greenview Connection. Construction of 10-foot wide, multi-use path between two neighborhoods in the northwest corner of West Branch.
- Oliphant Street Sidewalk. Construction of 2,100 feet of sidewalk along Oliphant Street. Project involves some retaining wall work and will impact some private landscaping on city-owned right-of-way.
- Orange Street Connection. Construction of sidewalk to connect Orange Street to Middle School Building.
- Poplar Street Sidewalk. Construction of 550 feet of sidewalk along Poplar Street. This area is adjacent to City Hall parking lot and the high school football field and has limited right-of-way available.

Scope of Services

The design services to be provided for the project under this agreement will include the preliminary and final design of the elements as described above. The services include review of the existing conditions, final selection of sidewalk and bridge locations, preparation of a Concept Statement, and the preparation of preliminary and final plans, details and special provisions in a format suitable for an Iowa Department of Transportation (IDOT) letting, meetings and coordination. The Scope of Services is further defined by the following tasks:

Task 1 - Data Collection. This task will include the survey of the existing features for the construction of the sidewalks and bridge described above. Features to be surveyed will include driveways, landscaping features, trees, shrubs, above ground utilities, stream profile near bridge, valley cross sections and other miscellaneous items. The survey will include the identification of property corners for new sidewalk locations. This task also includes research to determine status of easement between Greenview and Pederson Valley neighborhoods.

Task 2 - Concept Statement. This task includes the development of a concept statement to be submitted to the IDOT.

Task 3 - Hydraulic Analysis. This analyses will utilize the hydraulic model from the current Cedar County Flood Insurance Study. The existing model will be requested from the Federal Emergency Management Agency (FEMA). The hydraulic review will include sizing the proposed bridge to meet current Iowa Department of Natural Resources (IDNR) requirements. Modeling results will be compared to the 100-year profiles shown in the Cedar County Flood Insurance Study to verify a no-rise can be achieved for the 100-year flood event.

Two hydraulic models will be required, including: the Effective Conditions Model (Existing Conditions Model) and the Proposed Conditions Model (with the proposed bridge and approach grade). A recommended bridge length will be determined based on hydraulic modeling using the U.S. Army Corps

of Engineers Water Surface Profile Model. Each of these models will require a Multiple Profile Analysis (10-, 50-, 100- and 500-year).

The scope of work assumes a Letter of Map Revisions will not be required from FEMA.

Task 4 - Preliminary Bridge Design. This task includes preliminary design of abutments and sidewalk approaches. This task also includes review of pre-fabricated bridge structures to select a model that fits the specific requirements of this location.

Task 5 - Geotechnical Review. This task will evaluate the existing geotechnical conditions at the bridge site and provide recommendations regarding the design and construction of foundations for the proposed bridge. This task will be completed by Terracon.

Task 6 - Preliminary Sidewalk Design. This task includes the preliminary design of the plan and profile sheets for the sidewalk locations described above. Title sheet and typical cross sections will also be developed. The preliminary design will identify impacts to property owners along the proposed sidewalk. These impacts may include driveway modifications, relocation of landscaping and the placement of small retaining walls. The preliminary plans will be developed in IDOT format and submitted to the IDOT and the City for review.

Task 7 - Right-of-Way Assistance. This task includes assisting the City in obtaining necessary temporary easements for property owners adjacent to the proposed sidewalks. This will include preparation of drawings indicating impact to properties, but will not include preparation of right-of-way plats. No permanent acquisitions are anticipated to be required for this project.

Task 8 - Final Plans. This task includes the development of final plans. The final plans will include the following:

- **A-Series Sheets.** The title and legend sheets will be prepared with IDOT standards.
- **B-Series Sheets.** Typical cross sections and details.
- **C-Series Sheets.** Bid items, quantities and estimate reference notes will be developed. Bid items will be standard IDOT bid items, and specifications will be as per the 2009 IDOT Standard Specifications. General notes will be selected from the IDOT Road Design Details. Tabulations will be developed for major bid items.
- **D-Series Sheets.** The plan sheets from the preliminary plan submittal will be updated to include additional details and revised based on comments received. Proposed sign locations and crosswalk markings will be included.
- **U-Series Sheets.** Structural details for bridge abutments will be developed. Pre-fabricated bridge details will be included as needed.
- **W-Series Sheets.** Cross sections for sidewalk construction will be included.

This task also includes revisions to the final plans based on comments received from the IDOT and the City and answering questions from the Office of Contracts prior to the letting of the project.

Task 9 - Project Administration. This task includes four meetings with the City of West Branch to review the project, as well as meetings with private land owners and the schools as needed throughout the duration of the project. Also included in this task is the in-house, project-related administrative activities throughout the duration of this project.

Construction-Related Services

The scope of construction-related services will be determined at the time the services are needed and defined under a supplemental agreement. Construction-related services include staking, on-site field review and contract administration during construction.

ATTACHMENT B
Specifications
Road

Specifications for deliverables shall use Iowa DOT Standard Specifications, but Special Provisions, plans and details shall be developed by the **Consultant**. Refer to the following examples:

A. Road Plans

Current Highway Divisions Road Design Manual and applicable sections of the Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.

1. Any Special Provisions required in addition to the Standard Specifications of the IDOT will be furnished by the **Consultant**.
2. Property owners' names shall be shown on the plan and the limits of their holdings. A preliminary right-of-way layout shall be submitted to the **Owner**, showing "need" distances and proposed right-of-way lines.
3. The **Consultant** shall indicate proposed right-of-way lines, encroachments, etc., on the final construction plans.

B. Right-of-Way Layout (If Applicable)

It shall be the responsibility of the **Consultant** to perform the following functions in order to complete the right-of-way phase of the project contract:

1. To prepare a set of right-of-way plans showing the following:
 - a. The temporary easements necessary for the construction of the project.
 - b. Known property lines.
 - c. Existing right-of-way for state highways, county roads and city streets.
2. To make calculations of the different right-of-way taking areas necessary to complete the right-of-way plans.
3. To make revisions to right-of-way plans due to change of ownerships, design revisions and revisions required by property owners.

Any required negotiations and communications with property owners will be completed by the **Owner**.

This work listed above shall be done as prescribed and in the manner set forth in the current Right-of-Way Design Manual.

**ATTACHMENT C
(Referenced From 3.1)
Lump Sum**

3.1.1 FEES AND PAYMENTS

3.1.1.1 Fees. For full and complete compensation for all work, materials and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees on a lump sum basis and payment of this amount shall be considered as full and complete compensation for all work, materials and services furnished under the terms of this Agreement. The lump sum amount shall be \$48,000.00. The estimated staff hours and fees are shown in this attachment.

The lump sum amount will not be changed unless there is a substantial change in the magnitude, scope, character or complexity of the services from those covered in this Agreement. Any change in the lump sum amount will be by Supplemental Agreement.

3.1.1.2 Reimbursable Costs. Reimbursement of costs is limited to those that are allowable under the provisions of Title 48, Subchapter E, Section 31.105 and Subpart 31.2 of the current Federal Acquisition Regulation.

3.1.1.3 Premium Overtime Pay. Not applicable.

3.1.1.4 Payments. Monthly payments for work completed shall be based on the percentage of work completed and substantiated by monthly progress reports. The **Contract Administrator** will check such progress reports and payment will be made for the proportional amount of the lump sum fee.

Upon completion, delivery and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement for the balance of the lump sum fee. Payment of 100% of the total cost claimed will be made upon receipt and review of such claim. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Project Professional	132	\$150.00	\$19,800.00
Professional	80	95.00	7,600.00
CADD Operator I	120	60.00	7,200.00
Land Surveyor	8	130.00	1,040.00
Technician	88	75.00	6,600.00
Project Support	8	70.00	560.00
Terracon			3,950.00
Direct Expenses			<u>1,250.00</u>
TOTAL FEE			<u>\$48,000.00</u>

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Tel #).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

- (1) The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of Federal or State Antitrust Statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any other offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

STATE OF IOWA

Black Hawk County

I, Joe A. Becker, Vice President, of AECOM Technical Services, Inc., being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above statements are true and correct.

Subscribed and sworn to this 11th day of October, 2011.

L:\work\ADMIN\AGREE\PROF\WestBranch SRTS Attach D.docx

ATTACHMENT E

CERTIFICATION OF CONSULTANT

I hereby certify that I, Joe A. Becker, am the Vice President and duly authorized representative of the firm of AECOM Technical Services, Inc., whose address is 501 Sycamore, Suite 222, Waterloo, Iowa, and that neither I nor the above firm here represented has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above **Consultant**) to solicit or secure this Agreement,
- (b) Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above **Consultant**) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-Aid highway funds, and is subject to applicable, state and federal laws, both criminal and civil.

Joe A. Becker
Vice President

Made this 11th day of October, 2011.

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ATTACHMENT F
CERTIFICATION OF OWNER

I hereby certify that I, Don Kessler, am the Mayor and the duly authorized representative of the OWNER, and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation, the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-Aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

By: _____

Made this _____ day of _____, 2011.

ATTACHMENT G
Page 6

Consultant Name
Consultant Address
Consultant Address

Lump Sum Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

Total Lump Sum Amount
Percentage Completed
 Total
Less Amount Previously Billed
 Total Current Bill
Subconsultants
 Name
 Name
 Name
Total

Current Labor Hours
Total Labor Hours Incurred To Date
Total Estimated Labor Hours

Note: When submitting a final invoice on a lump sum project, the final cumulative job cost report should be submitted with the final invoice.

NPS Snow Removal Cost Scenarios

Scenario 1:

Labor: (79 hours x \$38/hour)	\$3002.00
Fuel: (79 gallons of diesel x \$3.89/gallon)	\$ 307.31
Salt: (10 tons of salt x \$65/ton)	\$ 650.00
Equipment Cost (79 hours x \$25/hour)	<u>\$1975.00</u>
	\$5934.31

Scenario 2:

Labor: (79 hours x \$38/hour)	\$3002.00
Fuel: (79 gallons of diesel x \$3.89/gallon)	\$ 307.31
Salt: (10 tons of salt x \$65/ton)	\$ 650.00
Equipment Cost (79 hours x \$35/hour)	<u>\$2765.00</u>
	\$6724.31

Scenario 3:

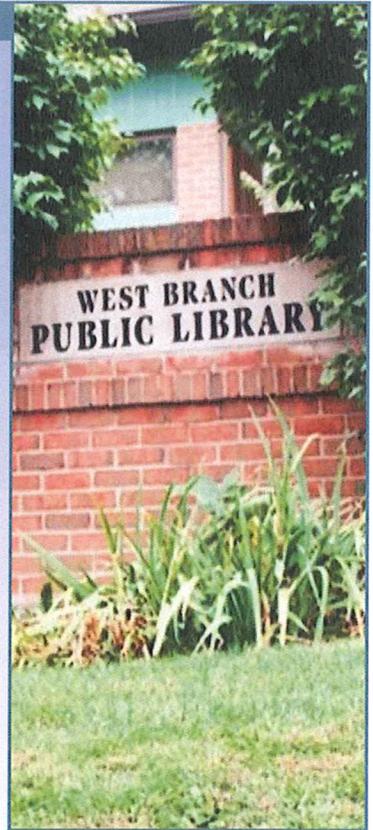
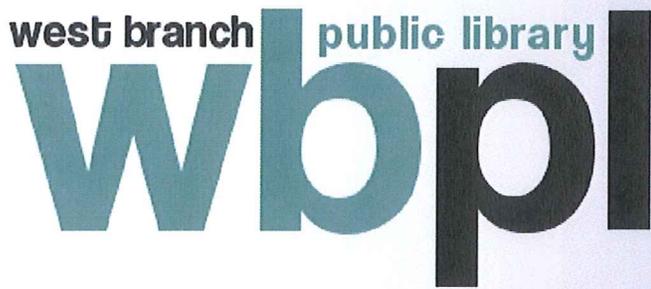
Labor: (79 hours x \$38/hour)	\$3002.00
Fuel: (79 gallons of diesel x \$3.89/gallon)	\$ 307.31
Salt: (10 tons of salt x \$65/ton)	\$ 650.00
Equipment Cost (79 hours x \$50/hour)	<u>\$3950.00</u>
	\$7909.31

Scenario 4:

Labor: (79 hours x \$38/hour)	\$3002.00
Fuel: (79 gallons of diesel x \$3.89/gallon)	\$ 307.31
Salt: (10 tons of salt x \$65/ton)	\$ 650.00
Equipment Cost (79 hours x \$100/hour)	<u>\$7900.00</u>
	\$11859.31

Assumptions:

- 1) There will be forty-nine trace snow events (less than an inch) average per year.
- 2) There will be fifteen snow events of more than one inch per year.
- 3) Public Works Staff would spend one hour per trace event.
- 4) Public Works Staff would spend two hours per snow event of more than one inch/year.
- 5) Operator costs of \$38/hour comes from Resolution 874.
- 6) Ten tons of salt will be used per winter at a cost of \$65/ton.
- 7) Seventy-nine gallons of diesel will be used at \$3.89/gallon.



Annual Report 2011

Director's Message

I want to start by thanking you for your time and interest in the West Branch Public Library by reading this report. This document is created at the end of our financial year in order to give the community a view at all of the activities and aspects of the library carried out through the past year. It's the document which will tell you how many items were checked out, how much money was spent on building repair, what projects were completed during the year, and where the library aims to go in the year ahead, among many other things.

The library itself uses these numbers and trends to see how our programs, services, and circulating collection are being received by the community. For instance, if attendance in programs increases, it is a general indication that the community on the whole likes the programs available and would attend similar events. If circulation in an area decreases, we will look at ways to improve the items within that area and the availability or location of that section.

At the year's conclusion, I feel that this has been a very successful year in many areas and I am again proud to be part of the group that runs your library. The library staff, Board of Trustees, and the Friends of the West Branch Public Library hope that you have enjoyed the year at the library, too, and we hope to see you here again. We would also like to extend our thanks to the many individuals who have volunteered their time or provided financial donations. Without the assistance of these individuals, families, and companies, the library could not operate in the same manner.

Thank you again for your time, and we hope to see you again at the library in 2012!

-Nick Shimmin
Director, West Branch Public Library

Inside this report

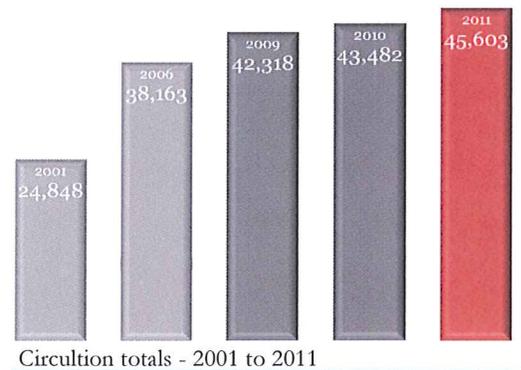
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Library Use - Circulation

Circulation at the library continued to increase in 2011, reaching 45,603 items total. While many collections have done well, much of the increase can be attributed to youth materials like picture books, chapter books, and young adult books. The library has also had an increase in audiobook use, both in CD and electronic formats.

Also adding to the increase has been a proliferation of electronic books of which the State of Iowa has now begun to consider as regular circulation. As more library patrons acquire these de-



VICES and device prices continue to decrease, the library staff expects this circulation to continue to rise.

DVD use has increased up to that of 2008 after having dipped down over several years due to the proliferation of services like Netflix and Redbox.

"When in doubt, go to the library."

- J.K. Rowling

Harry Potter and the Chamber of Secrets

Summer Reading Program

One World, Many Stories

In 2011, 339 youth from West Branch participated in the annual Summer Reading Program. The themes this year were about other places: countries, plants, animals, cultures, and people.

The library welcomed guests from the Grout Museum who gave tours of their Starlab, the Blank Park Zoo brought unusual animals of North America, and kids got to try out percussion instruments with the Iowa City Drum Circle, among many other programs.

The library looks every year to increase the number of participants and the amount of reading done by library users. We will strive to make next year's even better!

Library Use - Programs

Library programming has continued to be a major draw to the library. Library programs give library patrons of all ages a chance to have fun and learn at the library in addition to promoting reading by bringing the community to the library books.

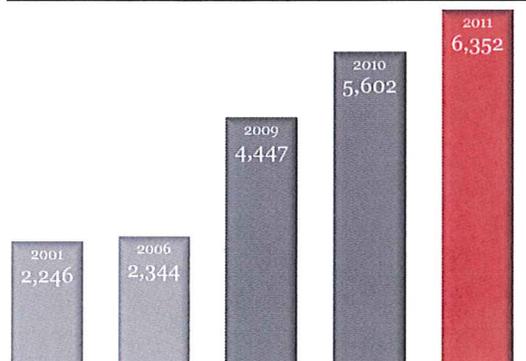
Library programming attendance has continued to rise in almost every venue. More families are turning out for regular favorites like storytime and Family Movie nights. Adult programming continues to be added with visits from Humanities Iowa speakers and a knitting group which met regularly throughout the winter and spring.

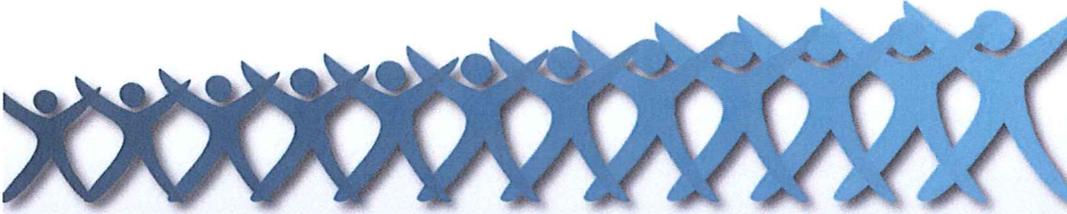
Keep an eye out on the library's website or join us on Facebook for information on upcoming programs in 2012!



Young program attendees participate in a story told by Daniel Poe of "Creations with a Twist"

Program participation - 2001 to 2011





Board of Trustees, Library Staff, & the Friends of the West Branch Public Library

Library Staff

The Library staff conducts the everyday operation of the library from checking out your library materials to hosting library programs to making sure the library looks good.

Nick Shimmin - Library Director	Becky Knoche - Youth Librarian/
Alison Andrews - Library Clerk	Barb Wargo - Library Clerk
Claudia Wallick - Library Clerk	Tom Johnson - Library Custodian

Library Board of Trustees

The board of trustees of the West Branch Public Library is a group appointed by the city council of the city of West Branch who are responsible for library planning, creation and development of the library's governing policies, creation and monitoring of the library's budget and finances, and evaluation of the library director.

Amy Colbert - Board President	Dan Stevenson - Vice President (beginning 11/10)
Cary Wiesner - Secretary	Jose Carrillo
Nan Fawcett	Peter Pappas (beginning 01/11)
Laura Gongora (beginning	Bill Schreier (through 10/10)
Donna Watson (through 11/10)	

Friends of the West Branch Public Library Board

The Friends of the West Branch Public Library is a separate nonprofit organization dedicated to the improvement of the West Branch Public Library. The Friends work to sponsor programs, provide funding for special projects, and to otherwise enhance the library outside of normal funding sources.

Liz Wildenberg de Hernandez	Julia LaBua
Jennie Embree	Sara Day-Brewer
Lanette Bloem	Faye Finck
Kelley Schlitz	

Building Improvements

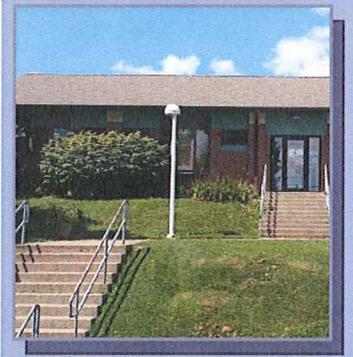
The past fiscal year saw several major improvements to the interior of the West Branch Public Library.

Within the first three months of the year, the library had replaced the carpeting around the library entries and main desk area and installed glass walls to create a quiet room for patrons looking to quietly read or work.

The Friends of the West Branch Public Library received a grant from the Christopher and Dana Reeve Foundation to install automatic door openers, a process carried out in the early fall of 2010.

Later in the year, the library replaced a broken furnace with one that will last until further building improvements can be conducted. It is more efficient, as well, serving to lower the library's power consumption in subsequent years.

In all, just over \$19,300 was spent on building improvements during the year.



Electronic Books

"Could it be that Santa brought a lot of e-readers?"

-Lily Lau,
East Central
Library Services

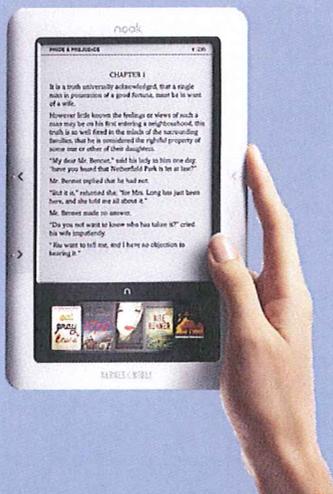
Librarians came back to work after the New Years Day holiday to find that almost no electronic books were available on NEIBORS, the northeast Iowa electronic book and audio book consortium.

Throughout the following weeks, the service frequently had only 4 or 5 titles available of about 420 total.

The NEIBORS libraries pushed to find money to put into the service to meet the increase in demand. And have now brought the collection size to over 1,000.

Total circulation in both electronic book and audio-book formats has remained high and has increased by over 60% in since last year at library.

The library also added Tumblebooks, online electronic children's books, to the available services. Tumblebooks is available at no cost to all library patrons.

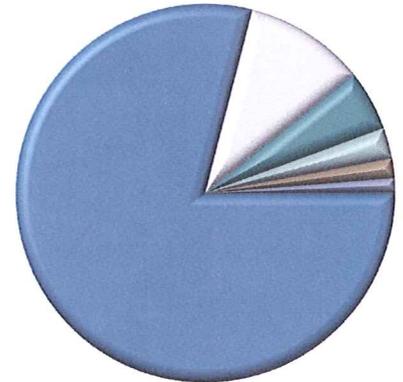


Library Finance - Income

Primary funding of the West Branch Public Library comes from the property taxes of West Branch Residents. Service is provided to Cedar County residents by contractual agreement with the county and service to other residents is provided by a State of Iowa program called Open Access.

The library received several major private contributions from outside organizations, too. Proctor & Gamble donated \$2,500 for this year's Summer Reading Program and the Community Foundation of Cedar County awarded the library with two grants. We extend our sincere thanks to both organizations!

City of West Branch	\$ 96,430.00	
Cedar County	\$ 12,597.82	
Private contributions	\$ 6,351.18	
State of Iowa	\$ 3,241.32	
Fines	\$ 2,032.62	
Copy/Print/Fax fees	\$ 1,465.44	
Total	\$ 122,118.38	

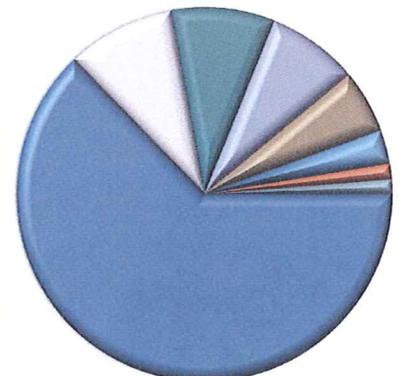


Library Finance - Expenditures

Library expenditures in 2011 ended mostly as expected from the beginning of the year with a few building-improvement projects included. The projects were conducted in line with the library's planning which, this year, included smaller efforts to improve the current facility until a larger renovation could be conducted.

- Staffing costs came in within \$700 of expected at the beginning of the year. Total staff expenditures made up 63% of total expenditures
- Special projects accounted for \$19,300 or 11% of the budget. These fell mostly under Contract expenditures with some falling under Building Maintenance.
- Electricity expenditures have remained under the amount expended five years ago despite increasing energy costs.
- Programming expenditures have increased over time as program attendance (see page 2) has increased.

Staff (with benefits and education)	\$ 105,655.10	
Contracts & Advertising	\$ 15,600.64	
Materials	\$ 15,087.89	
Building Maintenance and Supplies	\$ 13,347.14	
Office Supplies & Postage	\$ 9,231.77	
Electricity	\$ 4,937.11	
Telephone	\$ 2,247.42	
Programs	\$ 2,064.77	
Total	\$ 168,171.84	

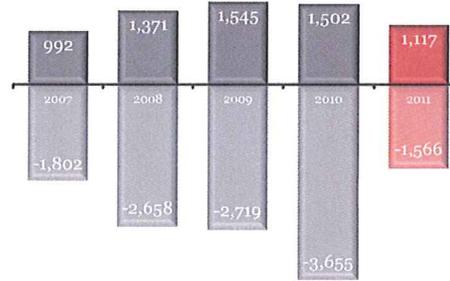


Collection

The collection of lending materials is a constantly flowing aspect of the West Branch Public Library. Items are constantly being added as they are produced and other items are removed from being worn, broken, and unused.

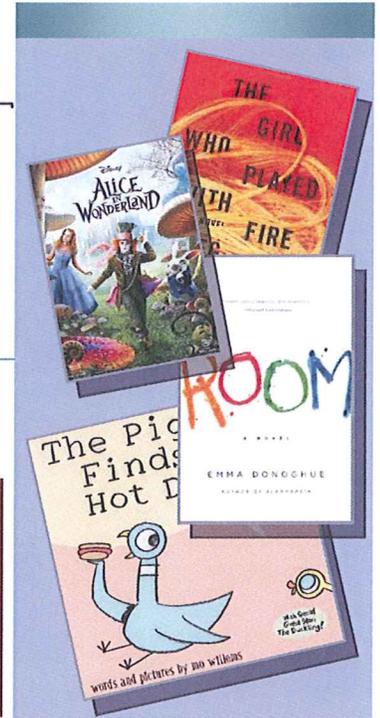
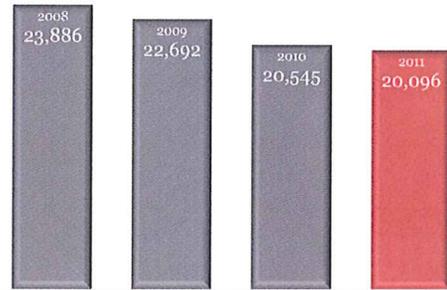
In 2011, fewer items were added due to monetary constraints. Fewer items were removed as efforts over past years have made the collection easier to browse and maintain already.

Total collection size has reached a holding point with the shelves holding comfortably about 19,000 to 21,000 total items.



Items added and removed - 2007 to 2011

Total Collection Size - 2008 to 2011



"Whatever the cost of our libraries, the price is cheap compared to that of an ignorant nation."

- Walter Cronkite

Condition of the Library

This year

The condition of the library remains generally unchanged from the prior year. In general, the library facility and equipment is aging and being replaced as it stops functioning.

This year the library had several unplanned maintenance occurrences that increased the amount required for that aspect of library operations.

In September of 2010, a hole in the lawn on the west side of the library began to form and increase in size. The library opted to have the area excavated to determine if something underground was causing a problem that could potentially reach the building itself. After excavation, the cause of the hole was determined to be shifting soil caused by water drainage.

In January, one of the library's three

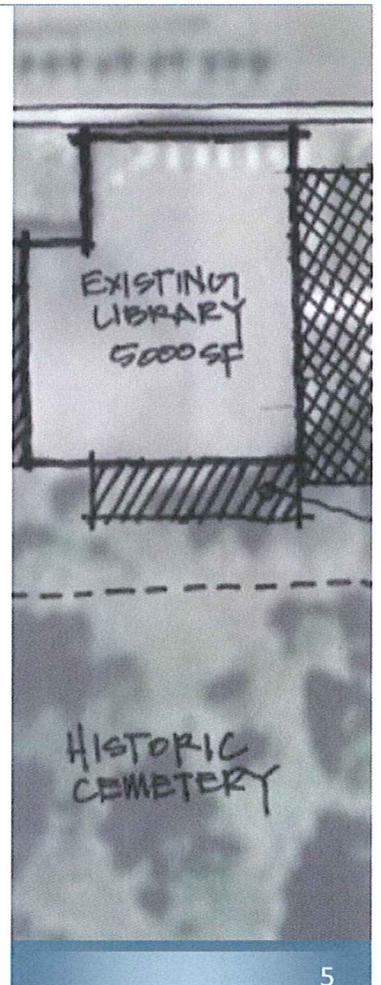
furnaces stopped functioning and required expensive replacement of a part or replacement of the unit itself. As the furnaces are 18 years old, it was decided to replace the unit which would then last longer than the older unit and provide improved efficiency.

Please see the sidebar on page 3 for other projects completed with the building during the past year.

Future

It is difficult to say what unexpected maintenance may be required during 2012. The air conditioning units and remaining furnaces are continuing to age and are as likely to stop functioning as the furnace that did this year.

The carpet within the building is as old as those units and continuing to show heavy wear, damage, and staining. It should be replaced as early as possible.



West Branch Public Library -
Mission Statement

The West Branch Public Library welcomes and provides equal access and service to all patrons; encourages and nurtures a literate and informed community; is committed to intellectual freedom, continuous learning, and enrichment programs; and provides a community gathering place.

The Year Ahead

In 2012, the library will progress through guidelines established in the long range plan and the technology plan and work to improve library services, equipment, and facilities.

Work is already underway to determine a path for a library building project and methods of gathering community feedback on some potential paths. The path the library will take to improve available space for the library is currently undecided but will hopefully be decided by the end of 2012.

At the beginning of the year, the library will be switching automation systems and bring many improvements to library users like a more modern online view, the ability to renew and pay fines online, and automatic notifications of upcoming due dates on materials checked out.

Library staff will also be looking to continue improving programming for patrons of all ages and hope to see even more participants in the 2012 summer reading programs.

In all 2012 looks to be a fun and busy year and we hope to see all of you here!

West Branch Public Library

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