

City of West Branch

~ A Heritage for Success ~

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

CITY COUNCIL MEETING AGENDA
Monday, May 6, 2013 • 7:00 p.m.
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

1. Call to order
2. Roll call
3. Welcome
4. Approve Agenda/Consent Agenda/Move to action
 - a. Approve minutes from the April 15, 2013 City Council Meeting.
 - b. Approve claims.
 - c. Approve transfer of \$51,338.01 from Krouth & Enlow Fund 501 to Library– General Fund 031. Approve deposit of \$40,690 from the CD into the library operating fund and creating a new CD with the balance of \$10,648.01 in fund 031.
 - d. Approve Class E Liquor license with privileges: Class B Carryout Wine permit, Class C Beer permit, and Sunday Sales permit for Kum & Go, LC, DBA Kum & Go #254.
5. Communications/Open Forum
6. Public Hearing/Non-Consent Agenda
 - a. Resolution 1100, approving the appointment of Mary Beth Stevenson to fill the unexpired term of Councilmember Dan O’Neil./Move to action.
 - b. Accept the resignation of Mary Beth Stevenson from the Planning and Zoning Commission./Move to action.
 - c. Councilperson Colton Miller - Appointments/Reappointments/Move to action.
 - i. Molly Menard – Planning & Zoning Commission, December 31, 2016
 - d. Accept the resignation of Laura Gongora from the Library Board of Trustees./Move to action.
 - e. Mayor Mark Worrell - Appointments/Reappointments/Move to action.
 - i. Amy Guhl – Library Board of Trustees, June 30, 2014
 - f. Third Reading of Ordinance 708, vacating that certain 60-foot portion on an alley located between lots 65 & 66 and lot 42 in block 7 in Cameron (Original Town) also known as West Branch, West Branch, Iowa./Move to action.
 - g. Second Reading of Ordinance 710, vacating the northern 70 feet of a 16-foot alley located between lots 21 & 22 in block 22 in Cameron (Original Town) A.K.A. West Branch, in West Branch, Cedar County, Iowa./Move to action.
 - h. Second Reading of Ordinance 711, amending Title Chapter 160 Flood Plain Regulations./Move to action.

Mayor: Mark Worrell • **Council Members:** Jordan M. Ellyson, Colton Miller, Jim Oaks, Dick Stoolman
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, May 6, 2013 • 7:00 p.m. (continued)
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

- i. Resolution 1104, approving 28E agreements between the City of West Branch, Iowa and the Boards of Trustees of Cass, Gower, Graham, Iowa, Scott and Springdale Townships for the purposes of fire protection and aid and assistance for other emergencies or disasters relating to life and property, or hazardous materials./Move to action.
 - j. Resolution 1105, approving an engineering services agreement between Calhoun-Burns and Associates, Inc. and the City of West Branch, Iowa for 2013 bridge inspection and load rating./Move to action.
 - k. Resolution 1106, setting a public hearing for Monday May 20, 2013 at the 7:00 p.m. City Council Meeting on amending the current budget for the fiscal year ending June 30, 2013./Move to action.
 - l. Resolution 1107, approving an engineering services agreement for West Branch Sanitary Sewer Study – Phases 2 & 3 with Veenstra & Kimm, Inc. in an amount not to exceed \$20,000./Move to action.
 - m. Resolution 1108, approving revised Altorfer, Inc. Site Plan./Move to action.
 - n. Discussion of U.S. Department of Justice Community Oriented Policing Services (COPS) Grant Application
 - o. Resolution 1109, approving a three-year service agreement with eCivis for Grants Network: Research and Grants Network: Knowledge Base services in an amount of \$3,500 per year./Move to action.
 - p. Resolution 1110, approving a service agreement with eCivis for the writing of three grants in an amount of \$22,500./Move to action.
 - q. Resolution 1111, approving an engineering services agreement for West Branch, Iowa Sanitary Sewer Rehabilitation – Area 1 with Veenstra & Kimm, Inc. in an amount not to exceed \$30,950./Move to action.
7. City Staff Reports
 - a. City Engineer Dave Schechinger and City Attorney Kevin Olson – Potential Formation of a Stormwater Utility for the City of West Branch
 - b. Library Director Nick Shimmin – Update on Library Building Program
 - c. Park & Rec Director Melissa Russell – Tree Planting Event Report
 8. Comments from Mayor and Council Members
 - a. Mayor Mark Worrell – Residential Lot Plot Plan Requirements
 9. Adjournment

Mayor: Mark Worrell • **Council Members:** Jordan M. Ellyson, Colton Miller, Jim Oaks, Dick Stoolman
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

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

**West Branch, Iowa
Council Chambers**

City Council Meeting

**April 15, 2013
7:00 p.m.**

Mayor Worrell 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, Public Works Director Matt Goodale, Police Chief Mike Horihan, Fire Chief Kevin Stoolman, and Library Director Nick Shimmin
Council members: Jordan Ellyson, Colton Miller, Jim Oaks and Dick Stoolman.

APPROVE AGENDA/CONSENT AGENDA

- a. Approve minutes from the April 1, 2013 City Council Meeting.
- b. Approve claims.
- c. Approve payment to Ricklefs Excavating, Ltd. in the amount of \$402,705 for Partial Pay Estimate No. 1 for the Lift Station & Force Main Project.

Motion by Miller to approve the agenda and second by Ellyson. AYES: Miller, Ellyson, Oaks, Stoolman.
Motion carried.

Date 4-15-13	City Of West Branch	
	Claims Register Report	
ABC Fire Protection	Various Depts.-Fire Extinguisher Service	242.00
Action Sewer	Sewer - Service	352.21
Air Cooled Engine Service	Streets - Chain Saw	495.08
Alliant Energy	Various Depts - Utilities	8,679.65
Amazon	Library - Supplies	498.65
AmSan	Library - Light Bulbs	83.70
Baker & Taylor Inc.	Library - Books	1,149.51
Barron Motor Supply	Streets/Fire - Supplies	185.69
BDC-Building Inspection	Admin - Building Inspections	144.90
Beaver Heating	Library - Service	327.50
BP Amoco	Various Depts - Fuel	1,961.58
Cedar County Cooperative	Streets - Diesel Fuel	1,760.00
Cedar County Solid Waste	Streets - Debris Disposal	14.00
Chris Jones Trucking	Streets - Hauling Sand	273.90
Community State Bank	Fire Dept Expansion Loan Pmt	8,364.57
Culligan Water	Fire - Water Cond Rental	32.95
Dave's Welding & Repair	Streets - Wiper Arm	45.00
Deweys Jack & Jill	Water/Library - Supplies	27.62
EBSCO Industries, Inc	Library - Publications	71.74
Ed Feld Equipment	Fire - Supplies & equipment	61,018.76
EFTPS	Federal Withholdings	5,347.93
FEH Associates	Library - Prefunding Phase Srv	4,190.05
General Pest Control	Library - Service	70.00
George Lawson Consulting	Lib- Site Selection Plan Fee	1,950.00
Gierke-Robinson	Streets - Supplies	325.82
GreatAmerica Leasing	Admin - Copier Lease	756.18
Iowa City Press-Citizen	Library - Subscription	32.00
Iowa Network Services Inc	Admin - Website Hosting	26.99
Iowa One Call	Water/Sewer - Service	21.60
Iowa State University Ext.	Admin - Planning & Zoning Trng	45.00
Joey Wenndt	Fire - April Fire Training	150.00
Johnson County Refuse Inc.	Recycling - March 2013	3,657.50
Kevin Olson	Legal Services For April 2013	1,500.00

Kingdom Graphics	Police - Uniform Shirts	87.92
Knox Company	Fire - Knox Boxes	905.00
Lease Consultants	Library - Copier Contract	59.00
Liberty Communications	Various Depts - Phone Service	1,039.88
Linn County R.E.C.	Streets - Utilities	102.00
Menards	Sewer/P&R - Supplies	113.16
Midwest Frame & Axle	Fire - Service Repair	165.20
Midwest Janitorial Service	Lib/Admin/Th/Police - Cleaning	637.00
Miscellaneous Vendor	Shane Underdahl: Utility Refund	65.92
Moore's Welding	Fire - Service To Flatbed	2,250.94
North American Salt	Streets - Salt	3,220.28
Overdrive Inc	Library - E books	165.79
Payroll Expense	Payroll Expense 4-12-13	24,415.90
Pitney Bowes	Library - Lease Contract	120.00
Play It Again Sports	Park & Rec -Equipment For Soccer	84.99
Pleasant Valley Nursery	Cemetery - Trees From Grant	5,000.00
Pyramid Services	Cemetery - Mower Blades	116.34
QC Analytical Services	Sewer - Testing	1,432.00
Quill Corp	Admin/Library - Office Supplies	269.96
River Products	Streets - Roadstone	270.28
RK Dixon	Admin - Black & White Copies	392.40
Russell, Melissa	P&R- Reimb For Easter Supplies	381.22
S & G Materials	Streets - Sand	425.79
Shanelle Peden	Cable - Videotaping	150.00
Sprint	Police - Service	179.97
State Hygienic Lab	Water - Testing	62.00
Stoolman, Jodee	Fire - Reimb For Fire School	267.58
The Book Farm Inc	Library - Supplies	154.87
Tipton Conservative	Library - Subscription	35.00
Toynes	Fire - Service Repair	938.66
Trans-Iowa Equipment	Streets - 2013 Elgin Sweeper	165,203.00
Treasurer State Of Iowa	Iowa Sales Tax Pmt March	1,851.76
UPS	Sewer - Shipping	149.41
Upstart	Library - Supplies	696.35
US Cellular	Various Depts- Phone Service	553.00
USA Blue Book	Water - Hach Fluoride	175.69
Veenstra & Kimm Inc.	Engineering for various projects	13,056.19
Walmart	Library - Supplies	383.34
West Branch Repairs	Streets/Fire/Police - Service repairs	674.52
West Branch Times	Legal/Cemetery/Library - Publications	746.21
WEX Bank	Police - Fuel	102.98
White Cap Construction	Fire - Coolers	135.98
		331,039.56

Fund Totals	
001 General Fund	268,999.00
022 Civic Center	927.24
031 Library	15,077.76
110 Road Use Tax	8,222.95
112 Trust And Agency	1,330.87
226 Go Debt Service	8,364.57
600 Water Fund	9,500.43
610 Sewer Fund	18,616.74
Grand Total	331,039.56

COMMUNICATIONS/OPEN FORUM

Library Director Nick Shimmin reported that the Library will be hosting design charrettes on April 23-24, 2013 in which the Library's architects, FEH Associates, will be drawing, presenting, and making adjustments to

preliminary outlines of a how a future library building might exist on several possible locations. The charrettes are open to the public all day on the 23rd and 24th and are especially encouraged to attend meetings at noon and 6:00 p.m. each day. At each meeting, we will be looking for input and ideas on the work up to that point with changes and alterations to be made by the architects between sessions. With the feedback from those in attendance as well as from the architects, the library board will have enough information to make a decision to move forward with the building project on a selected site.

PUBLIC, DEPARTMENT HEADS, COMMISSIONS, CITY ADMINISTRATOR AND CITY COUNCIL
Accept the resignation of Dan O’Neil from the West Branch City Council./Move to action.

Motion by Stoolman to approve the resignation and second by Oaks. AYES: Stoolman, Oaks, Ellyson, Miller. Motion carried.

Resolution 1100, approving the appointment of _____ to fill the unexpired term of Councilmember Dan O’Neil./Move to action.

Motion by Ellyson to postpone the appointment until the next regularly-scheduled Council Meeting and second by Miller. AYES: Ellyson, Miller, Oaks, Stoolman. Motion carried.

Second Reading of Ordinance 708, vacating that certain 60-foot portion on an alley located between lots 65 & 66 and lot 42 in block 7 in Cameron (Original Town) also known as West Branch, West Branch, Iowa./Move to action.

Motion by Miller to approve second reading of Ordinance 708 and second by Ellyson. AYES: Miller, Ellyson, Oaks, Stoolman. Motion carried.

The Waiver Rule./Move to action.

Muckler said that the use of this waiver is for Ordinance 709, item 6E. Miller said that he doesn’t like the waiver rule in general but since this ordinance is affecting only two residents and they both are in agreement, he approves the use of the waiver rule in this case.

Motion by Miller to approve the waiver rule and second by Ellyson. AYES: Miller, Ellyson, Oaks, Stoolman. Motion carried.

Second Reading of Ordinance 709, re-zoning an approximate 0.05 acre parcel of real property located north of East Main Street from CB-2 Central Business District to B-2 Business District./Move to action.

Motion by Stoolman to approve second reading of Ordinance 709 and second by Ellyson. AYES: Stoolman, Ellyson, Miller, Oaks. Motion carried.

Third Reading of Ordinance 709, re-zoning an approximate 0.05 acre parcel of real property located north of East Main Street from CB-2 Central Business District to B-2 Business District./Move to action.

Motion by Miller to approve third reading of Ordinance 709 and second by Ellyson. AYES: Miller, Ellyson, Oaks, Stoolman. Motion carried.

ORDINANCE NO. 709

AN ORDINANCE RE-ZONING AN APPROXIMATE 0.05 ACRE PARCEL OF REAL PROPERTY LOCATED NORTH OF EAST MAIN STREET FROM CB-2 CENTRAL BUSINESS DISTRICT TO B-2 BUSINESS DISTRICT.

WHEREAS, Terry Suchomel has petitioned the City of West Branch for a zoning district amendment for an approximate 0.05-acre parcel located north of East Main Street, said parcel being legally described as the south .05 acres of Auditor’s Parcel “H”, located within a portion of Block 22 – Oliphants Division, located in a portion of the SW 1/4, SW 1/4 of Section 5, Township 79 North, Range 4 West, of the 5th P.M. City of West Branch; and

WHEREAS, Suchomel has requested that the Parcel be rezoned to be located in an B-2 Business District, in place of a CB-2 Central Business District; and

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

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

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

Section 1. That the zoning map for the City of West Branch is hereby amended to show the Parcel being located in a B-2 Business District in place of an CB-2 Central Business District.

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

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

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

Passed and approved this 15th day of April, 2013.

Read First Time: April 1, 2013
Read Second Time: April 15, 2013
Read Third Time: April 15, 2013

Mark Worrell, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

Public Hearing on proposal to vacate and dispose of an interest in real property, said real property being generally described as the northern 70 feet of a 16-foot alley located between lots 21 & 22 in block 22 in Cameron (Original Town) A.K.A. West Branch, in West Branch, Cedar County, Iowa located generally near East Green Street and North 2nd Street.

Mayor Worrell opened the public hearing at 7:08 p.m. Muckler stated that this is the third alley being vacated for Roy Lewis in that area and that this should be the final alley vacation concerning Mr. Lewis near his business, Chassis Engineering. Mayor Worrell closed the public hearing at 7:10 p.m.

First Reading of Ordinance 710, vacating the northern 70 feet of a 16-foot alley located between lots 21 & 22 in block 22 in Cameron (Original Town) A.K.A. West Branch, in West Branch, Cedar County, Iowa./Move to action.

Motion by Stoolman to approve first reading of Ordinance 710 and second by Miller. AYES: Stoolman, Miller, Ellyson, Oaks. Motion carried.

First Reading of Ordinance 711, amending Title Chapter 160 Flood Plain Regulations./Move to action.

City Attorney Kevin Olson stated that in order to continue participation in the National Flood Insurance program, the Iowa Department of Natural Resources has requested that the City amend the ordinance to add the new map into flood plain regulations and adopt certain changes to Chapter 160. Muckler said that the development of the maps involved a City appeal on behalf of twelve property owners. The properties of five homeowners were removed from the floodplain. Initial information suggests that the remaining seven would be able to submit letters of map amendment on July 20, 2013.

Motion by Ellyson to approve Ordinance 711 and second by Miller. AYES: Ellyson, Miller, Oaks, Stoolman. Motion carried.

Resolution 1087, approving a policy for the disposition of unpaid utility billing final balances./Move to action.

Motion by Miller to approve Resolution 1087 and second by Stoolman. AYES: Miller, Stoolman, Ellyson, Oaks. Motion carried.

Resolution 1092, approving a 28E agreement with Cedar County, Iowa, to construct and maintain a dog park in unincorporated Cedar County./Move to action.

Muckler stated that the City will mow the dog park side of the park and the county will continue to maintain their property. The County will provide maintenance of the restroom facility.

Motion by Ellyson to approve Resolution 1092 and second by Miller. AYES: Ellyson, Miller, Oaks, Stoolman. Motion carried.

Public Hearing on proposed plans and specifications, proposed form of contract and estimate of cost for construction of 280th and North Downey Resurfacing for the City of West Branch, Iowa, and the taking of bids therefor.

Mayor Worrell opened the public hearing at 7:20 p.m. Oaks asked how much money was set aside in the budget for the project. Muckler said \$77,000 was budgeted that includes the \$15,000 being paid by Cedar County. Muckler stated that the City could still move forward in the current fiscal year and complete the project within the current budget by forgoing some other budgeted expenses. Oaks stated that this was a good approach. Mayor Worrell closed the public hearing at 7:24 p.m.

Resolution 1098, approving plans and specifications, proposed form of contract and estimate of cost for construction of the 280th and North Downey Resurfacing for the City of West Branch, Iowa./Move to action.
Motion by Ellyson to approve Resolution 1098 and second by Miller. AYES: Ellyson, Miller, Oaks, Stoolman.
Motion carried.

Resolution 1099, accepting a bid for the construction of 280th and North Downey Resurfacing for the City of West Branch, Iowa./Move to action.
Illowa Investments bid was the lowest at \$92,561.71. Miller asked Schechinger if he had any experience working with the company. Schechinger said that Illowa has completed road work projects in Cedar County and West Liberty and have some history in this area.
Motion by Stoolman to approve Resolution 1099 and second by Miller. AYES: Stoolman, Miller, Ellyson, Oaks. Motion carried.

Resolution 1101, approving placement of a Little Free Library on the Town Hall Property./Move to action.
Shimmin said that the little library would be placed on the west side of the building to the south of the existing outdoor stairway.
Motion by Ellyson to approve Resolution 1101 and second by Miller. AYES: Ellyson, Miller, Oaks, Stoolman.
Motion carried.

Approve the submittal of a letter from the city administrator on behalf of the West Branch City Council to Acciona Energy North America, providing a notice of intent to cancel the Amended Tax Increment Development Agreement dated January 2, 2008./Move to action.
Stoolman asked for feedback from City Attorney Kevin Olson. Olson reported that the agreement states that Acciona would provide 110 jobs including the payment of a median wage for 95 jobs of at least \$14.57 per hour. Worrell stated that he brought forward this letter to Acciona with the intent to start a discussion with Acciona on their future business plans. Oaks mentioned that Acciona was delinquent on their taxes due on March 1, 2013. Oaks felt that the City Council should have a discussion with officials from Acciona. Olson stated that the letter followed the procedure outlined in the Amended TIF Agreement.
Motion by Ellyson to approve submittal of letter to Acciona and second by Miller. AYES: Ellyson, Miller, Oaks, Stoolman. Motion carried.

Accept the resignation of Lauren O'Neil from the Planning and Zoning Commission./Move to action.
Worrell said he wanted to thank Lauren for her contribution to the Planning and Zoning Commission.
Motion by Ellyson to approve resignation and second by Miller. AYES: Ellyson, Miller, Oaks, Stoolman.
Motion carried.

Resolution 1102, approving West Branch Police Department Reserve Police Officer Force Policy and Procedure./Move to action.
Horihan said that it requires a lot of work, skill, and training to be a reserve officer. Reserve officers will be working with a full-time officer for at least two years before they would be allowed to patrol in a vehicle by themselves. Reserve officers will report to Lead Reserve Officer Todd Thurman, Sergeant Kory Hanna and ultimately the chief himself. The policy contains a four-tier ranking system. Horihan reported that Johnson County has stated that they would allow West Branch Reserve Officers to participate in their training programs.
Motion by Stoolman to approve Resolution 1102 and second by Ellyson. AYES: Stoolman, Ellyson, Miller, Oaks. Motion carried.

Resolution 1103, approving a revised five year sewer maintenance contract with Municipal Pipe Tool Company, LLC in a minimum amount of \$50,000 over five years./Move to action.
Oaks asked why a second contract was being presented to the Council for their consideration. Goodale stated that this revised contract includes discounted prices for a larger quantity of sewer maintenance.
Motion by Miller to approve Resolution 1103 and second by Ellyson. AYES: Miller, Ellyson, Oaks, Stoolman.
Motion carried.

Mayor Mark Worrell - Appointments/Reappointments/Move to action.

- i. Jerry Fleagle – West Branch Preservation Commission Honorary Member
- ii. Lynn Lovetinsky – West Branch Police Department Reserve Officer I
- iii. Mendim Alimoski – West Branch Police Department Reserve Officer I
- iv. Tim Horihan – West Branch Police Department Reserve Officer I

Worrell said that Mendim Alimoski will not be appointed as a reserve officer at this time. Worrell introduced Lynn Lovetinsky and Tim Horihan to the Council and the public.

Motion by Stoolman to approve appointments/reappointments and second by Miller for the appointments of Jerry Fleagle, Lynn Alimoski and Tim Horihan. AYES: Stoolman, Miller, Ellyson, Oaks. Motion carried.

Councilperson Jordan Ellyson – Appointments/Reappointments/Move to action.

- i. Lisa Schettler, Planning and Zoning Commission
- ii. Richard A. Hansen – West Branch Fire Department Volunteer
- iii. Dan Heick – West Branch Fire Department Volunteer

Ellyson introduced Lisa Schettler to the Council and the public.

Motion by Miller to approve appointments/reappointments and second by Ellyson. AYES: Miller, Ellyson, Oaks, Stoolman. Motion carried.

CITY STAFF REPORTS

Library Director Nick Shimmin – Council Meetings and Cemetery Records on City Website

Shimmin said that City Council meetings are now available for viewing on the City website. They are being hosted by You Tube at no cost. Muckler stated that recent upgrades to the cable access station have made this possible and thanked Shimmin for all of his work on the cable access station and the website. Cemetery records are also available on the City website. They are located under the residents tab. There is a map of the cemetery, a map key and a directory of burials.

City Engineer Dave Schechinger – Lift Station & Force Main Project Update

Dave Schechinger explained that the force main from the lagoons to the lift station has been constructed and the wet well structure is in place. There is a new flume structure and manhole. The contractor is currently working on the piping.

Public Works Director Matt Goodale – Wastewater Point Repair Update

Goodale updated the Council on point repairs that have been completed on Main & 5th, Cedar Street between Parkside & 2nd, and 4th & Green. Additional point repairs will be made prior to grouting and lining of the first phase of I & I Repairs. Oaks stated that sump pump inspections would be helpful as well.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Worrell said that he would like to say the Pledge of Allegiance before Council meetings. Stoolman asked about the timetable for the repair and whether plans were being made for shingles or a steel roof. Muckler reported that bids were originally taken for shingles and the former Mayor and some Council members had asked him to accept bids for a steel roof as well. The project is expected to be completed in the current fiscal year.

ADJOURNMENT

Motion to adjourn meeting by Miller, second by Ellyson. City Council meeting adjourned at 7:58 p.m.

Mark Worrell, Mayor

ATTEST: _____
Dawn Brandt, Deputy City Clerk

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
BLUE CROSS BLUE SHIELD	4/12/13	DENTAL INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	57.72
	4/26/13	DENTAL INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	57.72
	4/12/13	HEALTH INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	534.88
	4/26/13	HEALTH INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	534.88
	4/12/13	LIFE INSURANCE EMPLOYEE	GENERAL FUND	NON-DEPARTMENTAL	8.00
	4/26/13	LIFE INSURANCE EMPLOYEE	GENERAL FUND	NON-DEPARTMENTAL	8.00
	4/26/13	HEALTH INSURANCE	TRUST AND AGENCY	POLICE OPERATIONS	2,292.34
	4/26/13	DENTAL INSURANCE	TRUST AND AGENCY	POLICE OPERATIONS	136.52
	4/26/13	LIFE INSURANCE	TRUST AND AGENCY	POLICE OPERATIONS	9.45
	4/26/13	HEALTH INSURANCE	TRUST AND AGENCY	ROADS & STREETS	655.86
	4/26/13	DENTAL INSURANCE	TRUST AND AGENCY	ROADS & STREETS	35.39
	4/26/13	LIFE INSURANCE	TRUST AND AGENCY	ROADS & STREETS	4.11
	4/26/13	HEALTH INSURANCE	TRUST AND AGENCY	LIBRARY	1,018.80
	4/26/13	DENTAL INSURANCE	TRUST AND AGENCY	LIBRARY	50.52
	4/26/13	LIFE INSURANCE	TRUST AND AGENCY	LIBRARY	6.30
	4/26/13	HEALTH INSURANCE	TRUST AND AGENCY	PARK & RECREATION	509.40
	4/26/13	DENTAL INSURANCE	TRUST AND AGENCY	PARK & RECREATION	55.63
	4/26/13	LIFE INSURANCE	TRUST AND AGENCY	PARK & RECREATION	3.15
	4/26/13	HEALTH INSURANCE	TRUST AND AGENCY	CEMETERY	655.86
	4/26/13	DENTAL INSURANCE	TRUST AND AGENCY	CEMETERY	35.37
	4/26/13	LIFE INSURANCE	TRUST AND AGENCY	CEMETERY	3.46
	4/26/13	HEALTH INSURANCE	TRUST AND AGENCY	CLERK & TREASURER	267.45
	4/26/13	DENTAL INSURANCE	TRUST AND AGENCY	CLERK & TREASURER	16.69
	4/12/13	LIFE INSURANCE	TRUST AND AGENCY	CLERK & TREASURER	4.41
	4/26/13	LIFE INSURANCE	TRUST AND AGENCY	CLERK & TREASURER	4.57
	4/12/13	LIFE INSURANCE	TRUST AND AGENCY	LOCAL CABLE ACCESS	3.15
	4/26/13	LIFE INSURANCE	TRUST AND AGENCY	LOCAL CABLE ACCESS	0.79
	4/12/13	DENTAL INSURANCE	WATER FUND	NON-DEPARTMENTAL	9.11
	4/26/13	DENTAL INSURANCE	WATER FUND	NON-DEPARTMENTAL	9.11
	4/12/13	HEALTH INSURANCE	WATER FUND	NON-DEPARTMENTAL	114.62
	4/26/13	HEALTH INSURANCE	WATER FUND	NON-DEPARTMENTAL	114.62
	4/26/13	HEALTH INSURANCE	WATER FUND	WATER OPERATING	865.99
	4/26/13	DENTAL INSURANCE	WATER FUND	WATER OPERATING	49.80
	4/12/13	LIFE INSURANCE	WATER FUND	WATER OPERATING	2.52
	4/26/13	LIFE INSURANCE	WATER FUND	WATER OPERATING	4.57
	4/12/13	DENTAL INSURANCE	SEWER FUND	NON-DEPARTMENTAL	9.12
	4/26/13	DENTAL INSURANCE	SEWER FUND	NON-DEPARTMENTAL	9.12
	4/12/13	HEALTH INSURANCE	SEWER FUND	NON-DEPARTMENTAL	114.62
	4/26/13	HEALTH INSURANCE	SEWER FUND	NON-DEPARTMENTAL	114.62
	4/26/13	HEALTH INSURANCE	SEWER FUND	SEWER OPERATING	865.98
	4/26/13	DENTAL INSURANCE	SEWER FUND	SEWER OPERATING	49.79
	4/12/13	LIFE INSURANCE	SEWER FUND	SEWER OPERATING	2.52
	4/26/13	LIFE INSURANCE	SEWER FUND	SEWER OPERATING	4.55
				TOTAL:	9,311.08
EFTPS	4/26/13	FEDERAL WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	1,039.90
	4/26/13	SOCIAL SECURITY WITHHHOLDI	GENERAL FUND	NON-DEPARTMENTAL	788.91
	4/26/13	MEDICARE WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	184.52
	4/26/13	FEDERAL WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	252.15
	4/26/13	SOCIAL SECURITY WITHHHOLDI	LIBRARY	NON-DEPARTMENTAL	210.09
	4/26/13	MEDICARE WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	49.14
	4/26/13	FEDERAL WITHHOLDINGS	ROAD USE TAX	NON-DEPARTMENTAL	2.05
	4/26/13	SOCIAL SECURITY WITHHHOLDI	ROAD USE TAX	NON-DEPARTMENTAL	3.25
	4/26/13	MEDICARE WITHHOLDINGS	ROAD USE TAX	NON-DEPARTMENTAL	0.75
	4/26/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	POLICE OPERATIONS	313.41
	4/26/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	POLICE OPERATIONS	73.30

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	4/26/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	ROADS & STREETS	123.46
	4/26/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	ROADS & STREETS	28.88
	4/26/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	LIBRARY	210.09
	4/26/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LIBRARY	49.14
	4/26/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	PARK & RECREATION	75.88
	4/26/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	PARK & RECREATION	17.75
	4/26/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	CEMETERY	98.39
	4/26/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CEMETERY	23.01
	4/26/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	CLERK & TREASURER	161.70
	4/26/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CLERK & TREASURER	37.81
	4/26/13	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	LOCAL CABLE ACCESS	19.29
	4/26/13	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LOCAL CABLE ACCESS	4.51
	4/26/13	FEDERAL WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	231.39
	4/26/13	SOCIAL SECURITY WITHHHOLDI	WATER FUND	NON-DEPARTMENTAL	156.10
	4/26/13	MEDICARE WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	36.50
	4/26/13	SOCIAL SECURITY WITHHHOLDI	WATER FUND	WATER OPERATING	156.12
	4/26/13	MEDICARE WITHHOLDINGS	WATER FUND	WATER OPERATING	36.52
	4/26/13	FEDERAL WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	231.39
	4/26/13	SOCIAL SECURITY WITHHHOLDI	SEWER FUND	NON-DEPARTMENTAL	156.12
	4/26/13	MEDICARE WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	36.52
	4/26/13	SOCIAL SECURITY WITHHHOLDI	SEWER FUND	SEWER OPERATING	156.13
	4/26/13	MEDICARE WITHHOLDINGS	SEWER FUND	SEWER OPERATING	36.51_
				TOTAL:	5,000.68
GOODALE, MATTHEW	4/29/13	STREETS - FUEL REIMBURSEME	ROAD USE TAX	ROADS & STREETS	19.05_
				TOTAL:	19.05
HAASCO LTD	4/19/13	ANIMAL CON-TESTING AT DOG	GENERAL FUND	ANIMAL CONTROL	200.00_
				TOTAL:	200.00
HORIHAN, MIKE	4/19/13	POLICE - REIMBURSEMENT	GENERAL FUND	POLICE OPERATION	23.98_
				TOTAL:	23.98
MISCELLANEOUS V MARTIN, SELINA SHAWN PIERCE	4/18/13	01-94580-00	WATER FUND	WATER OPERATING	25.55
	4/29/13	SHAWN PIERCE:P& R BAND REI	GENERAL FUND	PARK & RECREATION	143.50_
				TOTAL:	169.05
HY-VEE ACCOUNTS RECEIVABLE	4/19/13	PARK & REC - EASTER EGG HU	GENERAL FUND	PARK & RECREATION	81.07_
				TOTAL:	81.07
IOWA ASSN. MUN. UTILITIES	4/29/13	ADMIN - TRAINING WORKSHOP	GENERAL FUND	CLERK & TREASURER	30.00_
				TOTAL:	30.00
IOWA DEPARTMENT OF NATURAL RESOURCES	4/19/13	WATER - STAGG OPER CERT FE	WATER FUND	WATER OPERATING	20.00_
				TOTAL:	20.00
IOWA DEPARTMENT OF REVENUE	4/12/13	Y-001291401 GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	216.00
	4/26/13	Y-001291401 GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	216.00
	4/12/13	Y-001291401 GARNISHMENT	WATER FUND	NON-DEPARTMENTAL	72.00
	4/26/13	Y-001291401 GARNISHMENT	WATER FUND	NON-DEPARTMENTAL	72.00
	4/12/13	Y-001291401 GARNISHMENT	SEWER FUND	NON-DEPARTMENTAL	72.00
	4/26/13	Y-001291401 GARNISHMENT	SEWER FUND	NON-DEPARTMENTAL	72.00_
				TOTAL:	720.00
IPERS	4/12/13	IPERS	GENERAL FUND	NON-DEPARTMENTAL	493.55
	4/26/13	IPERS	GENERAL FUND	NON-DEPARTMENTAL	476.68

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	4/12/13	PROT IPERS	GENERAL FUND	NON-DEPARTMENTAL	444.40
	4/26/13	PROT IPERS	GENERAL FUND	NON-DEPARTMENTAL	377.40
	4/12/13	IPERS	LIBRARY	NON-DEPARTMENTAL	201.13
	4/26/13	IPERS	LIBRARY	NON-DEPARTMENTAL	195.85
	4/12/13	IPERS	ROAD USE TAX	NON-DEPARTMENTAL	7.01
	4/26/13	IPERS	ROAD USE TAX	NON-DEPARTMENTAL	3.02
	4/12/13	PROT IPERS	TRUST AND AGENCY	POLICE OPERATIONS	667.24
	4/26/13	PROT IPERS	TRUST AND AGENCY	POLICE OPERATIONS	566.64
	4/12/13	IPERS	TRUST AND AGENCY	ROADS & STREETS	189.85
	4/26/13	IPERS	TRUST AND AGENCY	ROADS & STREETS	186.49
	4/12/13	IPERS	TRUST AND AGENCY	LIBRARY	301.72
	4/26/13	IPERS	TRUST AND AGENCY	LIBRARY	293.78
	4/12/13	IPERS	TRUST AND AGENCY	PARK & RECREATION	132.83
	4/26/13	IPERS	TRUST AND AGENCY	PARK & RECREATION	116.46
	4/12/13	IPERS	TRUST AND AGENCY	CEMETERY	151.43
	4/26/13	IPERS	TRUST AND AGENCY	CEMETERY	151.43
	4/12/13	IPERS	TRUST AND AGENCY	MAYOR AND COUNCIL	17.34
	4/12/13	IPERS	TRUST AND AGENCY	CLERK & TREASURER	230.48
	4/26/13	IPERS	TRUST AND AGENCY	CLERK & TREASURER	238.20
	4/12/13	IPERS	TRUST AND AGENCY	LOCAL CABLE ACCESS	28.93
	4/26/13	IPERS	TRUST AND AGENCY	LOCAL CABLE ACCESS	26.98
	4/12/13	IPERS	WATER FUND	NON-DEPARTMENTAL	167.00
	4/26/13	IPERS	WATER FUND	NON-DEPARTMENTAL	162.09
	4/12/13	IPERS	WATER FUND	WATER OPERATING	250.50
	4/26/13	IPERS	WATER FUND	WATER OPERATING	243.14
	4/12/13	IPERS	SEWER FUND	NON-DEPARTMENTAL	167.00
	4/26/13	IPERS	SEWER FUND	NON-DEPARTMENTAL	162.09
	4/12/13	IPERS	SEWER FUND	SEWER OPERATING	250.49
	4/26/13	IPERS	SEWER FUND	SEWER OPERATING	243.11
				TOTAL:	7,144.26
MEDIACOM	4/19/13	ADMIN - SERVICE	GENERAL FUND	CLERK & TREASURER	40.90
				TOTAL:	40.90
QUALITY ENGRAVED SIGNS	4/19/13	ADMIN - NAMEPLATES	GENERAL FUND	CLERK & TREASURER	106.97
				TOTAL:	106.97
TRICKLEFS EXCAVATING LTD	4/19/13	WASTEWATER - LIFT STATION	WASTEWATER LIFT ST	INVALID DEPARTMENT	402,705.00
				TOTAL:	402,705.00
RUSSELL, MELISSA	4/19/13	P&R- REIMB FOR SOCCER RIBB	GENERAL FUND	PARK & RECREATION	122.96
				TOTAL:	122.96
TREASURER STATE OF IOWA	4/12/13	STATE WITHHOLDING TAX	GENERAL FUND	NON-DEPARTMENTAL	619.70
	4/26/13	STATE WITHHOLDING TAX	GENERAL FUND	NON-DEPARTMENTAL	561.70
	4/12/13	STATE WITHHOLDING TAX	LIBRARY	NON-DEPARTMENTAL	110.00
	4/26/13	STATE WITHHOLDING TAX	LIBRARY	NON-DEPARTMENTAL	109.00
	4/12/13	STATE WITHHOLDING TAX	ROAD USE TAX	NON-DEPARTMENTAL	1.70
	4/12/13	STATE WITHHOLDING TAX	WATER FUND	NON-DEPARTMENTAL	112.80
	4/26/13	STATE WITHHOLDING TAX	WATER FUND	NON-DEPARTMENTAL	110.15
	4/12/13	STATE WITHHOLDING TAX	SEWER FUND	NON-DEPARTMENTAL	112.80
	4/26/13	STATE WITHHOLDING TAX	SEWER FUND	NON-DEPARTMENTAL	110.15
				TOTAL:	1,848.00
UPS	4/19/13	SEWER - SHIPPING	SEWER FUND	SEWER OPERATING	48.88
				TOTAL:	48.88

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
WAGeworks	4/18/13	FLEX - EMPLOYEE HCfSA2012	BC/BS FLEXIBLE BEN	INVALID DEPARTMENT	15.68_
				TOTAL:	15.68

**PAYROLL EXPENSES	4/20/2013 - 4/30/2013	GENERAL FUND	POLICE OPERATION	5,517.42
		GENERAL FUND	ROADS AND STREETS	2,098.47
		GENERAL FUND	PARK & RECREATION	1,343.21
		GENERAL FUND	CEMETERY	1,746.72
		GENERAL FUND	CLERK & TREASURER	2,747.47
		GENERAL FUND	LOCAL CABLE ACCESS	311.25
		LIBRARY	LIBRARY	3,388.48
		ROAD USE TAX	ROADS & STREETS	52.36
		WATER FUND	WATER OPERATING	2,804.20
		SEWER FUND	SEWER OPERATING	2,804.21_
			TOTAL:	22,813.79

===== FUND TOTALS =====

001	GENERAL FUND	21,133.88
031	LIBRARY	4,515.84
110	ROAD USE TAX	89.19
112	TRUST AND AGENCY	10,305.64
600	WATER FUND	5,826.40
610	SEWER FUND	5,829.72
614	WASTEWATER LIFT STATION	402,705.00
950	BC/BS FLEXIBLE BENEFIT	15.68

GRAND TOTAL: 450,421.35

RESOLUTION NO. 1100

RESOLUTION APPROVING THE APPOINTMENT OF MARY BETH STEVENSON TO FILL THE UNEXPIRED TERM OF COUNCILMEMBER DAN O'NEIL.

WHEREAS, the resignation of the duly elected Councilperson Dan O'Neil created an opening of a Council Member position; and

WHEREAS, the City has published notice of its intent to appoint a replacement to assume the position of Council member as required by law.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that Mary Beth Stevenson is hereby appointed to fill the unexpired term of Dan O'Neil as Council Member of the City of West Branch.

Passed and approved this 6th day of May, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Laura D. Gongora
203 Pheasant Run Ln
West Branch, IA 52358
April 18, 2013

West Branch City Council Members
City of West Branch
110 N Poplar St.
West Branch, IA 52358

Dear City Council Members:

I have been a member of the West Branch Public Library Board of Trustees since 2011 as a city representative. Recently, I moved outside of the West Branch city limits to the Pheasant Run subdivision just east of West Branch. This move has caused my seat on the Board of Trustees to be vacated.

I would like to continue serving as a member of the library board and am interested in the county representative seat which will be vacated in July of 2013. I would appreciate your consideration in appointing me to the county representative seat so that I may continue to advocate for the library in the community and advocate for the community in the library.

Sincerely,

Laura D. Gongora

**City of West Branch
Advisory Board/Commission
Application Form**

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of West Branch.

When a vacancy occurs an announcement of that vacancy will be posted. No sooner than two weeks later the Mayor and City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Name of Board or Commission: Library Board of Trustees Date: 3/25/13

Your Name: Amy Euhl Street Address: 126 Thomas Dr.

Phone number(s): (evening) _____ (day) same

Email: _____

Do you live within the corporate limits of West Branch? Yes No

How long have you been a resident of West Branch? 1 year

Occupation: Interior Designer Employer: Rohrbach Associates PC

Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

As an interior designer and former employee of FEH Associates, I am familiar with the business of architecture, design and construction and would be a valuable asset going forward with the building project. I worked with a number of libraries →

What particular contributions do you feel you can make to this board or commission?

As a new member of the city of West Branch, I can bring a new and fresh perspective to the board of trustees. Also as the mother of a young child, I would love to help the library continue to grow their wonderful programs.

to design their space while at FEH Associates. I would love the opportunity to work from the other side and be a member of the board that makes the final decisions that will affect West Branch now and into the future.

Prepared by Kevin D. Olson, West Branch City Attorney, PO Box 5640, Coralville, Iowa 52241

Return to: West Branch City Clerk, 110 Poplar Street, West Branch, Iowa 52358

Ordinance No. 708

AN ORDINANCE VACATING THAT CERTAIN 60-FOOT PORTION ON AN ALLEY LOCATED BETWEEN LOTS 65 & 66 AND LOT 42 IN BLOCK 7 IN CAMERON (ORIGINAL TOWN) ALSO KNOWN AS WEST BRANCH, WEST BRANCH, IOWA.

WHEREAS, pursuant to Section 354.23 of the Code of Iowa, the City has held a public hearing on the proposed vacation of a 60-foot portion of the alley located between Lots 65 & 66 and Lot 42, Block 7 in Cameron (Original Town) A.K.A. West Branch, Cedar County, Iowa; and

WHEREAS, it is now necessary to pass an ordinance vacating said section of alley and directing the County Auditor to use this ordinance as the conveyance document for said alley without further documentation.

BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF WEST BRANCH, CEDAR COUNTY, IOWA, AS FOLLOWS:

Section 1. Vacation of Alley.

The 60-feet of that certain 16-foot wide alley located to the north of Lots 65 & 66 and to the south of Lot 42 in Block 7 in Cameron (Original Town) A.K.A. West Branch, Cedar County, Iowa, be and the same is hereby vacated.

Section 2. Conveyance.

Pursuant to Section 354.23 of the Code of Iowa, the alley shall be conveyed as follows:

- a. The northern 8-feet of said 60-foot alley shall be conveyed to Thomas Cannon (Parcel #0500-13-08-127-003-0)
- b. The southern 8-feet of said 60-foot alley shall be conveyed to James and Lois Oaks (Parcel #0500-13-08-127-013-0)

The County Auditor is directed to show said conveyance on its books without further documentation.

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

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

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

* * * * *

Passed and approved this 6th day of May, 2013.

First Reading: April 1, 2013
Second Reading: April 15, 2013
Third Reading: May 6, 2013

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Prepared by Kevin D. Olson, West Branch City Attorney, PO Box 5640, Coralville, Iowa 52241
Return to: West Branch City Clerk, 110 Poplar Street, West Branch, Iowa 52358

Ordinance No. 710

AN ORDINANCE VACATING THE NORTHERN 70 FEET OF A 16-FOOT ALLEY LOCATED BETWEEN LOTS 21& 22 IN BLOCK 22 IN CAMERON (ORIGINAL TOWN) ALSO KNOWN AS WEST BRANCH, WEST BRANCH, IOWA.

WHEREAS, pursuant to Section 354.23 of the Code of Iowa, the City has held a public hearing on the proposed vacation of the northern 70 feet of a 16-foot alley located between Lots 21 & 22, Block 22 in Cameron (Original Town) A.K.A. West Branch, Cedar County, Iowa; and

WHEREAS, it is now necessary to pass an ordinance vacating said section of alley and directing the County Auditor to use this ordinance as the conveyance document for said alley without further documentation.

BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF WEST BRANCH, CEDAR COUNTY, IOWA, AS FOLLOWS:

Section 1. Vacation of Alley.

The northern 70 feet of a 16-foot alley located between Lots 21 & 22, Block 22 in Cameron (Original Town) A.K.A. West Branch, Cedar County, Iowa, be and the same is hereby vacated.

Section 2. Conveyance.

Pursuant to Section 354.23 of the Code of Iowa, the alley shall be conveyed as follows:

All 16-feet of said 70-foot alley shall be conveyed to Roy A. Lewis (Parcel #0500-13-05-360-001-0).

The County Auditor is directed to show said conveyance on its books without further documentation.

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

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

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

* * * * *

Passed and approved this 6th day of May, 2013.

First Reading: April 15, 2013
Second Reading: May 6, 2013
Third Reading:

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

ORDINANCE NO. 711

AN ORDINANCE AMENDING CHAPTER 160 OF THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH REGARDING FLOOD PLAIN REGULATIONS.

WHEREAS, the City of West Branch participates in the National Flood Insurance Program in order to allow its citizens and businesses to obtain flood insurance policies; and

WHEREAS, in order to participate, the City previously adopted Chapter 160 of the Code of Ordinances; and

WHEREAS, in order to continue participation in the program, the Iowa Department of Natural Resources has requested that the City adopt certain changes to said Chapter 160.

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

1. Amendment. Chapter 160 of the Code of Ordinances is hereby amended as follows:
 - a. Section 160.02 is hereby amended by incorporating the following definitions into said Section 160.02:

”Minor Projects means small development activities, except for filling, grading and excavating valued at less than \$500; and

- b. Section 160.03 is hereby amended by deleting Section 160.03 in its entirety, and replacing it as follows:

“The provisions of this Ordinance shall apply to all lands and uses which have significant flood hazards. The Flood Insurance Rate Map (FIRM) for Cedar County and Incorporated Areas, City of West Branch, Panels 19031C0211C, 0212C, 0213 and 0214C, dated August 19, 2013, which were prepared as part of the Cedar County Flood Insurance Study, shall be used to identify such flood hazard areas and all areas shown thereon to be within the boundaries of the 100-year flood shall be considered as having significant flood hazards. Where uncertainty exists with respect to the precise location of the 100-year flood boundary, the located shall be determined on the basis of the 100-year flood elevation at the particular site in question. The Flood Insurance Study for Cedar County is hereby adopted by references and is made a part of this Ordinance for the purpose of administering floodplain management regulations.”; and

- c. Section 160.08(3) is hereby amended by deleting the reference to “National Geodetic Vertical Datum” and replacing it with “North American Vertical Datum; and
 - d. Section 160.08(9) is hereby amended by incorporating the following sentence at the end of this subsection:

“In addition, such alterations and relocations must be approved by the Department of Natural Resources.”; and

- e. Section 160.10 is hereby amended by deleting said Section 160.10 in its entirety; and
 - f. Section 160.11(3) and 160.11(4) are hereby amended by deleting references to the “National Geodetic Vertical Datum” and replacing said references with “North American Vertical Datum”; and
 - g. Section 160.13(5) is hereby amended by deleting the reference to “National Geodetic Vertical Datum” and replacing it with “North American Vertical Datum.”
2. Conflicts. All ordinances or parts of ordinances that are in conflict with this ordinance are hereby repealed.
 3. Adjudication. If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section or provision thereof not adjudged invalid or unconstitutional.
 4. Effective Date. This ordinance shall be in full force in effect upon passage of this ordinance and publication as required by law.

First Reading: April 15, 2013
Second Reading: May 6, 2013
Third Reading:

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1104

RESOLUTION APPROVING 28E AGREEMENTS BETWEEN THE CITY OF WEST BRANCH, IOWA AND THE BOARDS OF TRUSTEES OF CASS, GOWER, GRAHAM, IOWA, SCOTT AND SPRINGDALE TOWNSHIPS FOR THE PURPOSES OF FIRE PROTECTION AND AID AND ASSISTANCE FOR OTHER EMERGENCIES OR DISASTERS RELATING TO LIFE AND PROPERTY, OR HAZARDOUS MATERIALS.

WHEREAS, it is in the best interest of the City of West Branch and Cass, Gower, Graham, Iowa, Scott and Springdale Townships to have a joint agreement for the purpose of providing fire protection and aid and assistance for other emergencies or disasters relating to life and property, or hazardous materials; and

WHEREAS, the City Council finds it in the best interest of the residents of West Branch to have updated agreements in place to provide these services to the various townships; and

WHEREAS, it is now necessary to approve said agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned 28E Agreements are hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 6th day of May, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 30th day of January, 2013, between the City of West Branch, hereinafter known as the "providing agency" and the Board of Trustees of Cass Township, Cedar County, Iowa, hereinafter referred to as "Township."

WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.

WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Cass Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

- 1. PURPOSE.** The purpose of this agreement is to provide fire protection to the Cass Township or that portion thereof as set forth on the addendum attached to this agreement , said protection to be provided by the "providing agency."
- 2. DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 30, 2013, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date , in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
- 3. DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
- 4. CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
- 5. FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2013, the sum of \$3,612.00 which shall be for the period running to July 1, 2014, and \$3,612.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
- 6. INDEMNITY.** The providing agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or

non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. **Bodily Injury Liability** - \$100,000.00 each person
\$300,000.00 each occurrence
2. **Property Damage Liability** - \$100,000.00 each person
\$300,000.00 each occurrence

B. Workmens Compensation: Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 30th day of January, 2013, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

CASS TOWNSHIP

BY _____
MAYOR

BY Larry L Glick
TRUSTEE

BY W. D. Fisher
TRUSTEE

BY [Signature]
CITY CLERK

BY [Signature]
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 30th day of January, 2013, between the City of West Branch, hereinafter known as the “providing agency” and the Board of Trustees of Gower Township, Cedar County, Iowa, hereinafter referred to as “Township.”

WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.

WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Gower Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Gower Township or that portion thereof as set forth on the addendum attached to this agreement , said protection to be provided by the “providing agency.”
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 30, 2013, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date , in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2013, the sum of \$23,240.00 which shall be for the period running to July 1, 2014, and \$23,240.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
6. **INDEMNITY.** The providing agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or

non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. **Bodily Injury Liability - \$100,000.00 each person
\$300,000.00 each occurrence**
2. **Property Damage Liability - \$100,000.00 each person
\$300,000.00 each occurrence**

B. Workmens Compensation: Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 30th day of January, 2013, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

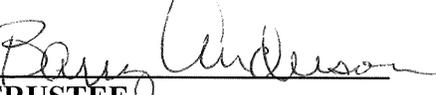
CITY OF WEST BRANCH

BY _____
MAYOR

BY 
CITY CLERK

GOWERTOWNSHIP

BY 
TRUSTEE

BY 
TRUSTEE

BY 
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 30th day of January, 2013, between the City of West Branch, hereinafter known as the “providing agency” and the Board of Trustees of Graham Township, Johnson County, Iowa, hereinafter referred to as “Township.”

WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.

WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Graham Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Graham Township or that portion thereof as set forth on the addendum attached to this agreement , said protection to be provided by the “providing agency.”
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 30, 2013, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date, in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2013, the sum of \$17,745.00 which shall be for the period running to July 1, 2014, and \$17,745.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
6. **INDEMNITY.** The providing agency agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property,

including loss of use thereof, arising out of or in consequence of the performance or non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. **Bodily Injury Liability** - \$100,000.00 each person
\$300,000.00 each occurrence
2. **Property Damage Liability** - \$100,000.00 each person
\$300,000.00 each occurrence

B. Workmens Compensation: Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 30th day of January, 2013, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

GRAHAM TOWNSHIP

BY _____
MAYOR

BY Ben Henry
TRUSTEE

BY [Signature]
TRUSTEE

BY _____
CITY CLERK

BY Michael F. Ryan
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 30th day of January, 2013, between the City of West Branch, hereinafter known as the “providing agency” and the Board of Trustees of Iowa Township, Cedar County, Iowa, hereinafter referred to as “Township.”

WITNESS:WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.

WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Iowa Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Iowa Township or that portion thereof as set forth on the addendum attached to this agreement , said protection to be provided by the “providing agency.”
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 30, 2013, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date , in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2013, the sum of \$6,285.00 which shall be for the period running to July 1, 2014, and \$6,285.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
6. **INDEMNITY.** The providing agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or

non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. **Bodily Injury Liability** - \$100,000.00 each person
\$300,000.00 each occurrence
2. **Property Damage Liability** - \$100,000.00 each person
\$300,000.00 each occurrence

B. Workmens Compensation: Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

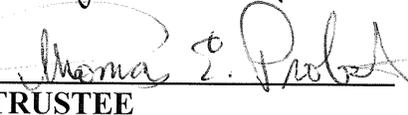
This agreement made and entered into this 30th day of January, 2013, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

IOWA TOWNSHIP

BY _____
MAYOR

BY 
TRUSTEE

BY 
TRUSTEE

BY _____
CITY CLERK

BY 
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 30th day of January, 2013, between the City of West Branch, hereinafter known as the “providing agency” and the Board of Trustees of Scott Township, Johnson County, Iowa, hereinafter referred to as “Township.”

WITNESS:WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.

WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Scott Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Scott Township or that portion thereof as set forth on the addendum attached to this agreement , said protection to be provided by the “providing agency.”
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 30, 2013, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date, in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2013, the sum of \$65,197.00 which shall be for the period running to July 1, 2014, and \$65,197.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
6. **INDEMNITY.** The providing agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or

non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. **Bodily Injury Liability** - \$100,000.00 each person
\$300,000.00 each occurrence
2. **Property Damage Liability** - \$100,000.00 each person
\$300,000.00 each occurrence

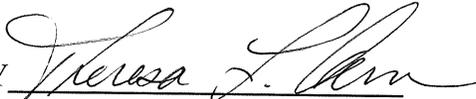
B. Workmens Compensation: Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 30th day of January, 2013, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

SCOTT TOWNSHIP

BY _____
MAYOR

BY 
TRUSTEE

BY 
TRUSTEE

BY 
CITY CLERK

BY 
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 30th day of January, 2013, between the City of West Branch, hereinafter known as the “providing agency” and the Board of Trustees of Springdale Township, Cedar County, Iowa, hereinafter referred to as “Township.”

WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.

WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Springdale Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Springdale Township or that portion thereof as set forth on the addendum attached to this agreement , said protection to be provided by the “providing agency.”
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 30, 2013, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date , in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2013, the sum of \$23,196.00 which shall be for the period running to July 1, 2014, and \$23,196.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
6. **INDEMNITY.** The providing agency agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property,

including loss of use thereof, arising out of or in consequence of the performance or non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. **Bodily Injury Liability** - \$100,000.00 each person
\$300,000.00 each occurrence

2. **Property Damage Liability** - \$100,000.00 each person
\$300,000.00 each occurrence

B. Workmens Compensation: Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 30th day of January, 2013, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

SPRINGDALE TOWNSHIP

BY _____
MAYOR

BY Mark Anderson
TRUSTEE

BY Richard Paulsen
TRUSTEE

BY [Signature]
CITY CLERK

BY Hunt Pedersen
TRUSTEE

RESOLUTION 1105

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT
BETWEEN CALHOUN-BURNS AND ASSOCIATES, INC AND THE CITY OF WEST
BRANCH, IOWA FOR 2013 BRIDGE INSPECTION AND LOAD RATING.

WHEREAS, The City of West Branch, Iowa has its four bridges inspected every twenty-four months to ensure the safety of its residents and visitors to the City; and

WHEREAS, Calhoun-Burns and Associates, Inc. has completed many of the tasks associated with bridge inspections in past years to the City of West Branch's satisfaction; and

WHEREAS, the services necessary to provide an adequate inspection include a routine inspection of four bridges, upper-deck inspection via ladder, update of the load rating calculations if necessary, update of the scour evaluation if necessary; and

WHEREAS, these services should be completed in accordance with Iowa Department of Transportation and Federal Highway Administration guidelines and requirements; and

WHEREAS, Calhoun-Burns and Associates, Inc. has prepared an agreement to perform the aforementioned services which has been reviewed by the city attorney and now requires the approval of the City Council.

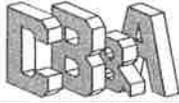
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned engineering services agreement be and the same is hereby approved. Further, the Mayor and City Clerk are directed to execute said agreement on behalf of the City.

Passed and approved this 6th day of May, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



TRANSMITTAL

Date: April 11, 2013

To: Matt Muckler
 City Administrator
 P.O. Box 218
 West Branch, IA 52358-0218

Project: Bridge Inspection 2013 Program

ITEMS TRANSMITTED:

Drawing Number	Copies	Description
	2	Agreement
For your Information/Review	[X]	
No Exception Taken	[]	Rejected []
Make Corrections Noted	[]	Submit Specified Item []
Revise and Resubmit	[]	Return One Executed Copy [X]

REMARKS:

Mr. Muckler:

Enclosed are two copies of the Agreement for the 2013 bridge inspections of the City of West Branch bridges. Please review and if acceptable, obtain the appropriate signatures. Then return one executed copy to me. We will do another good job for you and the City.

By: 
 Michael Vander Wert, P.E.
 President

Copies to:

AGREEMENT

THIS IS AN AGREEMENT effective as of _____, 2013 ("Effective Date") between the City of West Branch, Iowa ("City") and Calhoun-Burns and Associates, Inc., West Des Moines, Iowa ("Engineer"). Engineer agrees to provide the services described below to City for 2013 bridge inspection and load rating in the City of West Branch, Iowa ("Assignment").

Description of Engineer's Services:

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

City and Engineer further agree as follows:

1.01 Basic Agreement

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

2.01 Payment Procedures

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

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

3.01 Additional Services

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

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

4.01 Termination

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

1. For cause,

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

b. By Engineer:

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

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

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

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

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

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

5.01 Controlling Law

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

6.01 Successors, Assigns, and Beneficiaries

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

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

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

7.01 General Considerations

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

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

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

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

8.01 Total Agreement

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

9.01 Payment

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

- | | |
|--|--|
| 1. General Inspection: | Lump Sum = \$ 700.00 |
| 2. Load Rating Computations, if Required: | Per Hourly Billing Rates
at about \$90.00 Each. |
| 3. Updated Level A or B Scour
Evaluations, if Required: | Per Hourly Billing Rates
at about \$75.00 Each. |

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

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

CITY:

ENGINEER:

By: _____

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

Title: _____

Title: President

Date: _____

Date: 04/11/2013

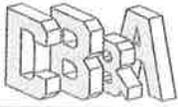
ATTESTED BY:

Signature

Title: _____

Date: _____

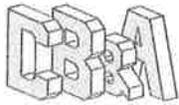
(Seal)



ATTACHMENT A

**List of Structures for
City of West Branch, IA
Bridge Inspection and Rating Program—2013**

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



ATTACHMENT B

HOURLY BILLING RATES (EFFECTIVE JULY, 2012)

Principal of Firm II:	\$160 / Hour
Principal of Firm I:	\$157 / Hour
Project Manager IV:	\$158 / Hour
Project Manager III:	\$155 / Hour
Project Manager II:	\$146 / Hour
Project Manager I:	\$142 / Hour
Professional Engineer IV:	\$149 / Hour
Professional Engineer III:	\$139 / Hour
Professional Engineer II:	\$127 / Hour
Professional Engineer I:	\$116 / Hour
Design Engineer IV:	\$127 / Hour
Design Engineer III:	\$114 / Hour
Design Engineer II:	\$104 / Hour
Design Engineer I:	\$ 96 / Hour
Design Technician IV:	\$107 / Hour
Design Technician III:	\$100 / Hour
Design Technician II:	\$ 92 / Hour
Design Technician I:	\$ 85 / Hour
Technician IV:	\$ 92 / Hour
Technician III:	\$ 85 / Hour
Technician II:	\$ 75 / Hour
Technician I:	\$ 65 / Hour
Office Manager:	\$115 / Hour
Administrative Assistant IV:	\$ 80 / Hour
Administrative Assistant III:	\$ 75 / Hour
Administrative Assistant II:	\$ 68 / Hour
Administrative Assistant I:	\$ 59 / Hour
Mileage:	Current IRS Standard Rate
Expenses:	Actual Cost

Hourly rates shall be adjusted annually in accordance with Consulting Engineers' normal business practice.

B1

1500 30th Street ♦ West Des Moines, IA 50266

WATS 877/241-8003 ♦ Phone 515/224-4344 ♦ FAX 515/224-1385 ♦ email: email@calhounburns.com

RESOLUTION NO. 1106

TO FIX A DATE OF MEETING FOR A PUBLIC HEARING ON AMENDING
THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2013.

WHEREAS, budget estimates may be amended and increased as the need arises to permit appropriation and expenditure of unexpended cash balances on hand and unanticipated revenues; and;

WHEREAS, such amendments may be considered and adopted at any time during the fiscal year covered by the budget (but prior to May 31) by filing the amendments and upon publishing them and giving notice of the public hearing in the manner required in the State Code; and;

WHEREAS, the City Council intends to amend the budget to provide for the following: Increases in revenue include bond and loan proceeds for wastewater projects, SRF Loan refunding and public works equipment. Increased expenditures include wastewater projects, SRF Loan refunding and public works equipment. Expenditures for trees in the cemetery and a seal coat project at Beranek Park are increased through grant proceeds and donations. Additional staffing expenditures for the police department are necessary due to training for a new officer. A reduction in expenditures for a TIF Rebate payment is also included.

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

Section 1. This Council shall meet on the 20th day of May, 2013, at the City Council Chambers located at 110 N. Poplar Street, in the City, at 7:00 o'clock p.m., at which time and place a public hearing will be held on the question of amending the current budget for the fiscal year ending June 30, 2013.

Section 2. The City Clerk is hereby directed to give notice of the proposed action for amending the current budget for the fiscal year ending June 30, 2013, the time when and place where the said meeting will be held, by publication at least once, and not less than 10 nor more than 20 days before the date of said meeting, in a legal newspaper published at least once weekly, and of general circulation in the City. The notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING
AMENDMENT OF CURRENT CITY BUDGET**

The City Council of West Branch in CEDAR & JOHNSON County, Iowa
 will meet at West Branch City Council Chambers 110 N Poplar Street
 at 7:00 pm on May 20, 2013

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2013
 by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
 Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	1,323,418		1,323,418
Less: Uncollected Property Taxes-Levy Year	2	0		0
Net Current Property Taxes	3	1,323,418	0	1,323,418
Delinquent Property Taxes	4	0		0
TIF Revenues	5	97,387		97,387
Other City Taxes	6	151,684		151,684
Licenses & Permits	7	45,475		45,475
Use of Money and Property	8	6,300		6,300
Intergovernmental	9	381,327		381,327
Charges for Services	10	772,052		772,052
Special Assessments	11	0		0
Miscellaneous	12	128,210	5,100	133,310
Other Financing Sources	13	843,792	2,259,163	3,102,955
Total Revenues and Other Sources	14	3,749,645	2,264,263	6,013,908
Expenditures & Other Financing Uses				
Public Safety	15	547,346	13,685	561,031
Public Works	16	564,800	151,864	716,664
Health and Social Services	17	0		0
Culture and Recreation	18	507,495	5,100	512,595
Community and Economic Development	19	302,815	-244,178	58,637
General Government	20	227,328		227,328
Debt Service	21	308,813	1,304,206	1,613,019
Capital Projects	22	650,000	-650,000	0
Total Government Activities Expenditures	23	3,108,597	580,677	3,689,274
Business Type / Enterprises	24	785,563	913,000	1,698,563
Total Gov Activities & Business Expenditures	25	3,894,160	1,493,677	5,387,837
Transfers Out	26	193,792	51,639	245,431
Total Expenditures/Transfers Out	27	4,087,952	1,545,316	5,633,268
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	28	-338,307	718,947	380,640
	29			
Beginning Fund Balance July 1	30	1,614,058		1,614,058
Ending Fund Balance June 30	31	1,275,751	718,947	1,994,698

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:
 Increases in revenue include bond and loan proceeds for wastewater projects, SRF Loan refunding and public works equipment. Increased expenditures include wastewater projects, SRF Loan refunding and public works equipment. Expenditures for trees in the cemetery and a seal coat project at Beranek Park are increased through grant proceeds and donations. Additional staffing expenditures for the police department are necessary due to training for a new officer. A reduction in expenditures for a TIF Rebate payment is also included.

There will be no increase in tax levies to be paid in the current fiscal year named above. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget. This will provide for a balanced budget.

 City Clerk/ Finance Officer Name

* * * * *

Passed and approved this 6th day of May, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Revenue Area	From	To	Amend. Amt.	Inc/Dec	Account Code	Explanation
Taxes Levied on Prop.	1,323,418	1,323,418				
TIF Revenues	97,387	97,387				
Other City taxes	151,684	151,684				
Licenses & Permits	45,475	45,475				
Use of Money & Prop.	6,300	6,300				
Intergovernmental	381,327	381,327				
Charges for services	772,052	772,052				
Special Assessments						
Miscellaneous	128,210	133,310	5,100.00	Inc.	001-4-0-950-4-4706	Trees Forever Alliant Energy grant - trees for cemetery
Other Fin. Sources	843,792	3,051,616	149,364.00	Inc.	001-4-2-210-4-4821	Loan for street sweeper & skid loader purchases
			1,304,206.00	Inc.	226-4-7-700-4-4827	SRF Loan refinance payoff with New bond
			374,790.00	Inc.	610-4-9-815-4-4827	Bond proceeds for sewer projects
			1,029,164.00	Inc.	614-4-8-815-4-4827	Bond proceeds for wastewater lift station project
			(650,000.00)	Dec.	304-4-8-751-4-4827	Bond proceeds budgeted in 614 set up per auditor.
			51,339.00		031-4-0-950-4-4830	Transferred from Fund 501 Enlow Bldg. CD to Fund 031 Library operating per auditor
			300.00	Inc.	502-4-0-950-4-4830	Interest transferred from fund 031 Library to Fund 502 Krouth Interest fund.
			2,259,163.00			
Total Revenue	3,749,645	5,962,569	\$ 2,264,263.00			

Expenditure Area	From	To	Amend. Amt.	Inc/Dec	Account Code	Explanation
Public Safety	547,346	561,031	13,685.00	Inc.	001-5-1-110-6010	Police additional staffing salary costs - Using general fund balance for expense
Public Works	564,800	714,164	149,364.00	Inc.	001-5-2-210-6723	Street sweeper payment - CSB equipment loan
			2,500.00	Inc.	001-5-2-210-6761	P&G donation - P&R GF reserve for Beranek Park sealcoat
Culture & Recreation	507,495	512,595	5,100.00	Inc.	001-5-4-450-6320	Trees Forever Alliant Energy grant - trees for cemetery
Community Eco. Dev.	302,815	58,637	(244,178.00)	Dec.	125-5-5-710-6855	Reduce - Acciona rebate amended expense
General Government	227,328	227,328				
Debt Service	308,813	1,613,019	1,304,206.00	Inc.	226-5-7-700-600016	IA Finance SRF loan refinance payment - Bond proceeds
Capital Projects	650,000	0	(650,000.00)	Dec.	304-5-8-751-6498	Moved lift station expenses to fund 614 per auditor.
Business Type Act.	785,563	1,698,563	900,000.00	Inc.	614-5-9-815-6498	Increase for Lift Station project expenses - Bond proceeds
			13,000.00	Inc.	614-5-9-815-6490	Services for issuance of bonds expenses - (Speer & Dorsey) Bond Proceeds
Transfers out	193,792	245,431	300.00	Inc.	031-5-0-950-9100	Interest transferred from fund 031 Library to Fund 502 Krouth Interest fund.
			51,339.00		501-5-0-950-9100	Transferred to Library operating Fund 031 per auditor - should not have been a permanent fund.(Enlow Bldg. CD)
Total Expenditures	4,087,952	5,630,768	\$ 1,545,316.00			

RESOLUTION 1107

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT FOR WEST BRANCH SANITARY SEWER STUDY – PHASES 2 & 3 WITH VEENSTRA & KIMM, INC. IN AN AMOUNT NOT TO EXCEED \$20,000.

WHEREAS, the City Council of the City of West Branch has identified and is in the process of implementing a comprehensive approach to improving the City's wastewater system; and

WHEREAS, in July of 2011, the City Council approved the first phase of the City's inflow & infiltration (I & I) study to identify manholes and sections of the wastewater collection system that need to be repaired or replaced; and

WHEREAS, repairs to the first phase of the I & I Study are underway; and

WHEREAS, it is now necessary to study additional phases of the wastewater collection system in order to identify necessary repairs in other areas of the City of West Branch; and

WHEREAS, Veenstra & Kimm, Inc has prepared an agreement to perform the aforementioned services which has been reviewed by the city attorney and now requires the approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned engineering services agreement be and the same is hereby approved. Further, the Mayor and City Clerk are directed to execute said agreement on behalf of the City.

Passed and approved this 6th day of May, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

ENGINEERING SERVICES AGREEMENT

WEST BRANCH, IOWA SANITARY SEWER STUDY - PHASES 2&3

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the CITY OF WEST BRANCH, IOWA, hereinafter referred to as the "Owner" or "City," party of the first part, and VEENSTRA & KIMM, INC., a corporation organized and existing under the laws of the State of Iowa, party of the second part, hereinafter referred to as the "Engineers,"

WITNESSETH: THAT WHEREAS, the City is now contemplating the evaluation of the City's sanitary sewer collection system at certain locations, with said evaluation hereinafter referred to as the "Project," and

WHEREAS, the City desires to retain the Engineers to provide planning and engineering services on the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City does hereby retain and employ the Engineers to act for and represent it in engineering and planning matters involved in the Project. Such contract of employment shall be subject to the following terms, conditions and stipulations, to wit:

1. SCOPE OF PROJECT. It is understood and agreed that the Project shall include the following elements:
 - a. Evaluation of the sanitary sewer and manholes located in Phases 2 and 3 as identified on the Sanitary Sewer Evaluation Phasing exhibit attached to this contract.
 - b. Evaluation includes manhole inspections, supervision of City contracted televising and cleaning company, and preparation of reports and preliminary recommendations for rehabilitation based on video report of sewer lines.
 - c. The Project does not include the evaluation of private sewer service lines beyond the connection to the sanitary main.

2. **STUDY SURVEYS.** The Engineers shall use available aerial images and existing sanitary sewer mapping as the base map for the study.
3. **REPORTS.** The Engineers shall provide a final report that includes recommendations and estimated cost for improvements required to address deficiencies identified during the study.
4. **COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
 - a. The fee for the Project shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The total fee for services shall not exceed the sum of Twenty Thousand Dollars (\$20,000).
5. **PAYMENT.** The fees shall be due and payable as follows:
 - a. For planning services, the fee shall be due and payable monthly based on that proportion of the fee which the Engineers have completed as of the time of the applicable billing.
6. **SERVICES NOT INCLUDED.** The above-stated fees do not include compensation for the following items:
 - a. If, after the report is completed and approved by the City, the Engineers are requested to evaluate additional items or areas, the Engineers shall receive additional compensation for such changes which shall be based upon standard hourly fees plus expenses for personnel engaged in performance of the work associated with making the required changes.
 - b. Soil borings, soil testing and contaminated soil investigations are not included in this Agreement.
 - c. Environmental studies and wetland determinations are not included in this Agreement.
 - d. Preparation of construction plans and specifications are not included in this agreement.

- e. Topographic survey and legal property survey is not included in this agreement.
7. **CHANGES AND EXTRA WORK.** The above-stated fees cover the specific services as outlined in this Agreement. If the City requires additional services of the Engineers in connection with the Project, the Engineers shall receive additional compensation for changes which shall be based upon the standard hourly fees plus expenses of the personnel engaged in the performance of the work. The method of compensation for authorized Extra Work shall be mutually agreed upon between the City and Engineers at the time the work shall be authorized by the City.
8. **TIME OF COMPLETION.** The City desires to initiate the study beginning in the spring of 2013. Engineers shall proceed with their work according to this schedule. The Engineers shall not be responsible for delays in approval or other actions by governmental agencies which may delay the completion date. The City has a contract with Municipal Pipe & Tool Company to perform cleaning and televising of the sewer lines. The schedule will be subject to availability of the cleaning and televising company.
9. **INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the Owner harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.
10. **INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability	\$ 500,000
Automobile Liability	500,000
Excess Liability (Umbrella)*	1,000,000
Workers' Compensation, Statutory Benefits Coverage B*	100,000
Professional Liability	1,000,000

*The Owner is not to be named as an additional insured.

11. TERMINATION. Should the City abandon the Project before the Engineers have completed their work, the Engineers shall be paid proportionately for the work and services performed until the date of termination.
12. ASSISTANTS AND CONSULTANTS. It is understood and agreed that the employment of the Engineers by the Owner for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants and consultants as they deem proper in the performance of the work.
13. ASSIGNMENT. This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

WEST BRANCH, IOWA

ATTEST:

By _____
Mayor

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By _____
Project Manager

By _____

RESOLUTION NO. 1108

RESOLUTION APPROVING REVISED ALTORFER, INC. SITE PLAN

WHEREAS, Altorfer, Inc. has heretofore submitted a proposed Site Plan to construct a dealership located near Baker Avenue and 300th Street (the "Project"); and

WHEREAS, said Site Plan has heretofore been reviewed by City Staff, including the City Engineer; and

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

WHEREAS, the City Council approved said Site Plan on December 19, 2012; and

WHEREAS, Altorfer, Inc. has heretofore submitted a revised proposed Site Plan, with a revision date of April 1, 2013, to construct a dealership located near Baker Avenue and 300th Street; and

WHEREAS, said revised proposed Site Plan has heretofore been reviewed by City Staff, including the City Engineer; and

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

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

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

* * * * *

Passed and approved this 6th day of May, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

PROPOSED SITE IMPROVEMENTS

ALTORFER AG SERVICE CENTER

BAKER AVENUE

WEST BRANCH, IOWA

PROPERTY OWNER

ALTORFER INC.
2600 6TH STREET SW
CEDAR RAPIDS, IA 52404

CONTACT PERSON

MICHAEL J. WELCH, P.E.
SHOEMAKER & HAALAND PROFESSIONAL ENGINEERS
160 HOLIDAY ROAD
CORALVILLE, IA 52241
PHONE: (319)351-7150
FAX: (319)337-6792
MWELCH@SHOEMAKER-HAALAND.COM

PROPERTY INFORMATION

CURRENT ZONING	HCI: HIGHWAY COMMERCIAL INDUSTRIAL DISTRICT
PROPOSED ZONING	HCI: HIGHWAY COMMERCIAL INDUSTRIAL DISTRICT
SETBACK REQUIREMENTS	
FRONT	25 FEET
REAR	EASEMENTS ON PLAT
SIDE	EASEMENTS ON PLAT

LEGAL DESCRIPTION

LOTS 2, 3, AND 4, PART ONE RUMMELLS COMMERCIAL SUBDIVISION TO WEST BRANCH - A REPLAT OF LOTS 1 AND 2, RUMMELLS COMMERCIAL SUBDIVISION TO WEST BRANCH, CEDAR COUNTY, IOWA

AND,

ALL OF THE LAND LOCATED IN THE SOUTH 365.00 FEET OF THE WEST 450.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$ SW $\frac{1}{4}$) OF SECTION EIGHT (8), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE FOUR (4) WEST OF THE FIFTH (5TH) PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA

EXCEPT THE SOUTH 40 FEET OF THE EAST 400 FEET OF THE SAID WEST 450 FEET, THEREOF.

AND FURTHER EXCEPTING: A TRACT OF LAND LOCATED IN THE SOUTH 365.00 FEET OF THE WEST 450.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$ SW $\frac{1}{4}$) OF SECTION EIGHT (8), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE FOUR (4) WEST OF THE FIFTH (5TH) PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

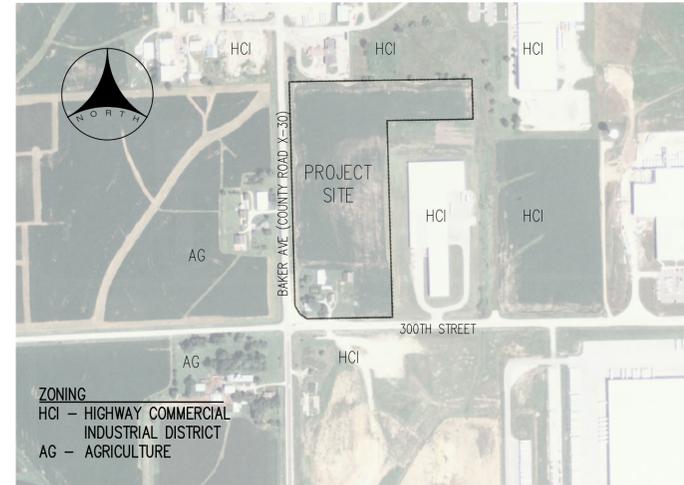
COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE NORTH 00 DEGREES (°) 34 MINUTES (') 37 SECONDS (") WEST, (BEARINGS ASSUMED FOR THE PURPOSES OF THIS DESCRIPTION) 40.00 FEET ALONG THE WEST LIE OF SAID SW $\frac{1}{4}$ SW $\frac{1}{4}$; THENCE NORTH 89° 59' 39" EAST, 50.00 FEET TO THE EAST RIGHT-OF-WAY OF BARKER AVENUE (COUNTY ROAD X-30) TO THE POINT OF BEGINNING; THENCE NORTH 00° 3' 37" WEST, 71.22 FEET ALONG SAID EAST RIGHT-OF-WAY; THENCE SOUTH 30° 12' 11" EAST, 53.05 FEET; THENCE SOUTH 55° 21' 47" EAST, 44.62 FEET TO THE NORTH RIGHT-OF-WAY OF 300TH STREET; THENCE SOUTH 89° 59' 39" WEST, 62.68 FEET ALONG SAID NORTH RIGHT-OF-WAY TO SAID EAST RIGHT-OF-WAY OF BARKER AVENUE TO THE POINT OF BEGINNING.

INDEX OF SHEETS

No.	DESCRIPTION
C000	TITLE SHEET
C001	NOTES, LEGEND, AND DETAILS
C100	EXISTING CONDITIONS
C200	PROPOSED SITE PLAN
C201	PROPOSED UTILITY PLAN
C202	PROPOSED GRADING & DRAINAGE PLAN
C203	PROPOSED EROSION & SEDIMENT CONTROL PLAN
C210	PROPOSED JOINTING PLAN
E100	PROPOSED PHOTOMETRIC PLAN

APPLICANT

FAT PUNTONI
ALTORFER, INC., AG DIVISION
9670 TABOR ROAD
CLINTON, IL 61727
PHONE: (217) 935-1106
FAX: (217) 935-1146
PPUNTONI@ALTORFER.COM



LOCATION MAP

1" = 500'



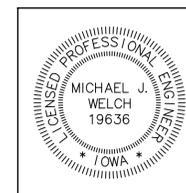
1-800-292-8989
www.iowaonecall.com



SHOP DRAWINGS

ALL SHOP DRAWINGS THAT REQUIRE APPROVAL SHALL BE SUBMITTED TO:
SHOEMAKER & HAALAND
c/o MICHAEL WELCH
160 HOLIDAY ROAD
CORALVILLE, IA 52241

CERTIFICATION



I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

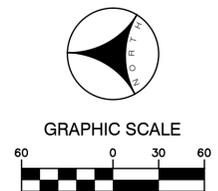
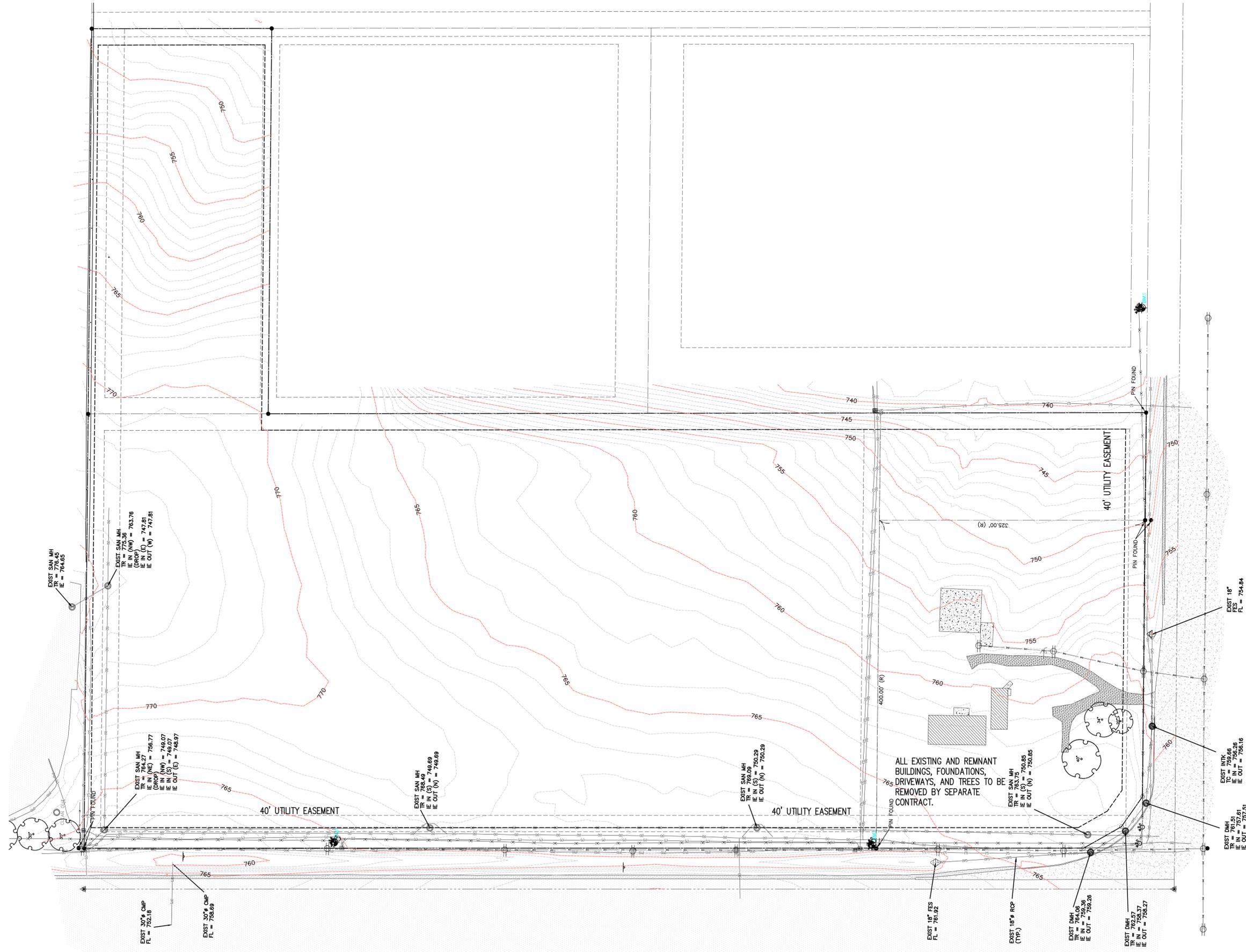
Michael J. Welch Lic. No. 19636 Date _____

My license renewal date is December 31, 2012.
Pages or sheets covered by this seal:

ALL _____



www.shoemaker-haaland.com



NOTES:
 1. TOPOGRAPHIC AND BOUNDARY SURVEY DATA PREPARED BY MMS UNDER THE DIRECTION OF THE RUMMELLS FARMS INC. AND PROVIDED TO SHOEMAKER & HAALAND BY ALTORFER, INC.



OWNER
 ALTORFER, INC.
 AG DIVISION
 TABOR ROAD
 CLINTON, IL 61727

DATE	DESCRIPTION
2013-04-01	REVISED BID DOCUMENTS
2013-03-26	BIDDING DOCUMENTS
2012-03-06	REVISED SITE LAYOUT
2012-12-10	RE-ISSUED FOR CITY REVIEW
2012-11-27	RE-ISSUED FOR CITY REVIEW
2012-11-14	ISSUED FOR CITY REVIEW

PROJECT
 PROPOSED SITE IMPROVEMENTS
 ALTORFER AG SERVICE CENTER
 BAKER AVENUE
 WEST BRANCH, IOWA

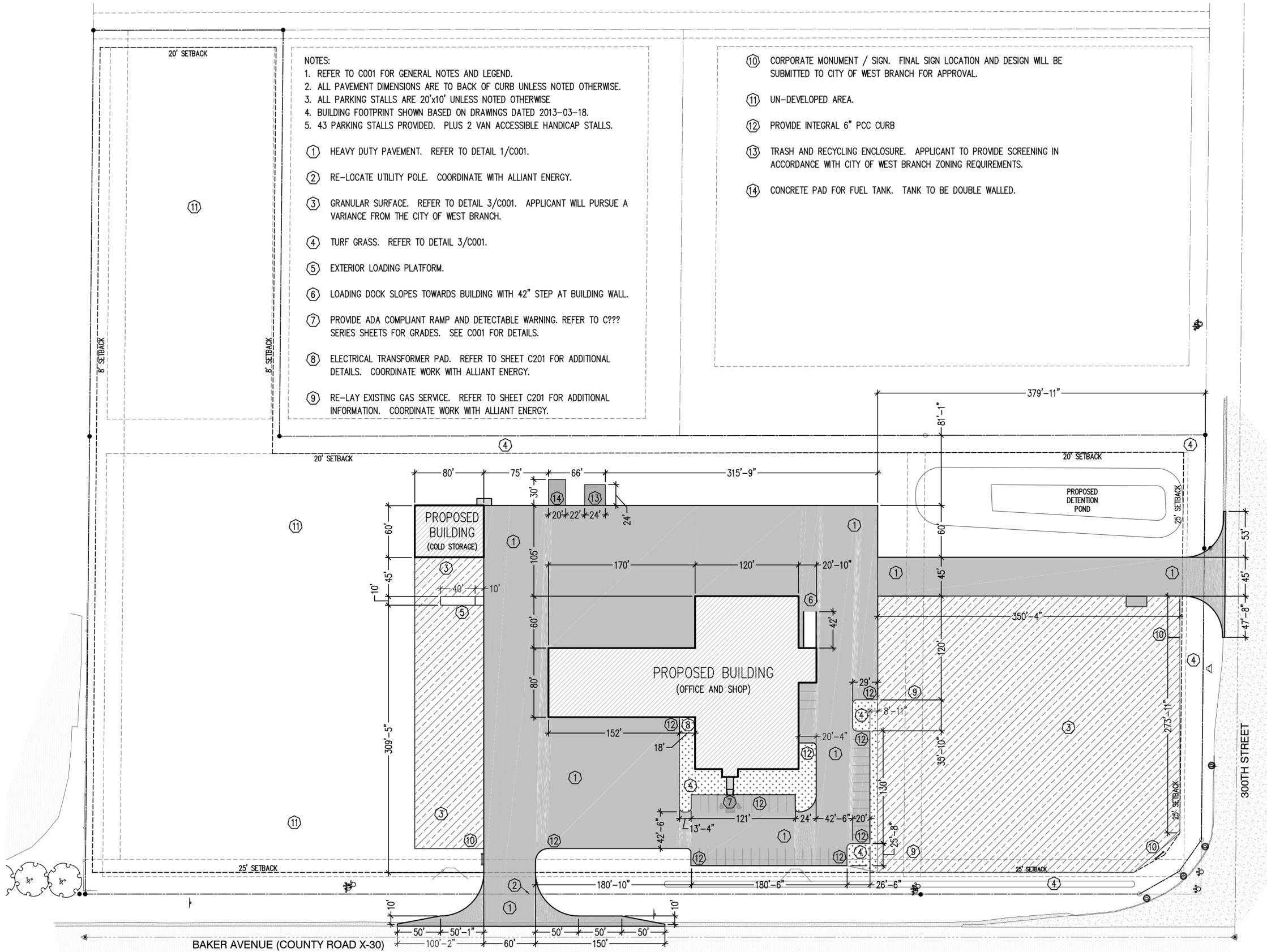
DATE 2013-04-01
 DRAWN MJW
 CHKD MJW
 APPROV. MJW

PROJECT NUMBER
12385

SHEET TITLE
EXISTING CONDITIONS

SHEET NUMBER
C100





NOTES:

1. REFER TO C001 FOR GENERAL NOTES AND LEGEND.
2. ALL PAVEMENT DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.
3. ALL PARKING STALLS ARE 20'x10' UNLESS NOTED OTHERWISE
4. BUILDING FOOTPRINT SHOWN BASED ON DRAWINGS DATED 2013-03-18.
5. 43 PARKING STALLS PROVIDED. PLUS 2 VAN ACCESSIBLE HANDICAP STALLS.

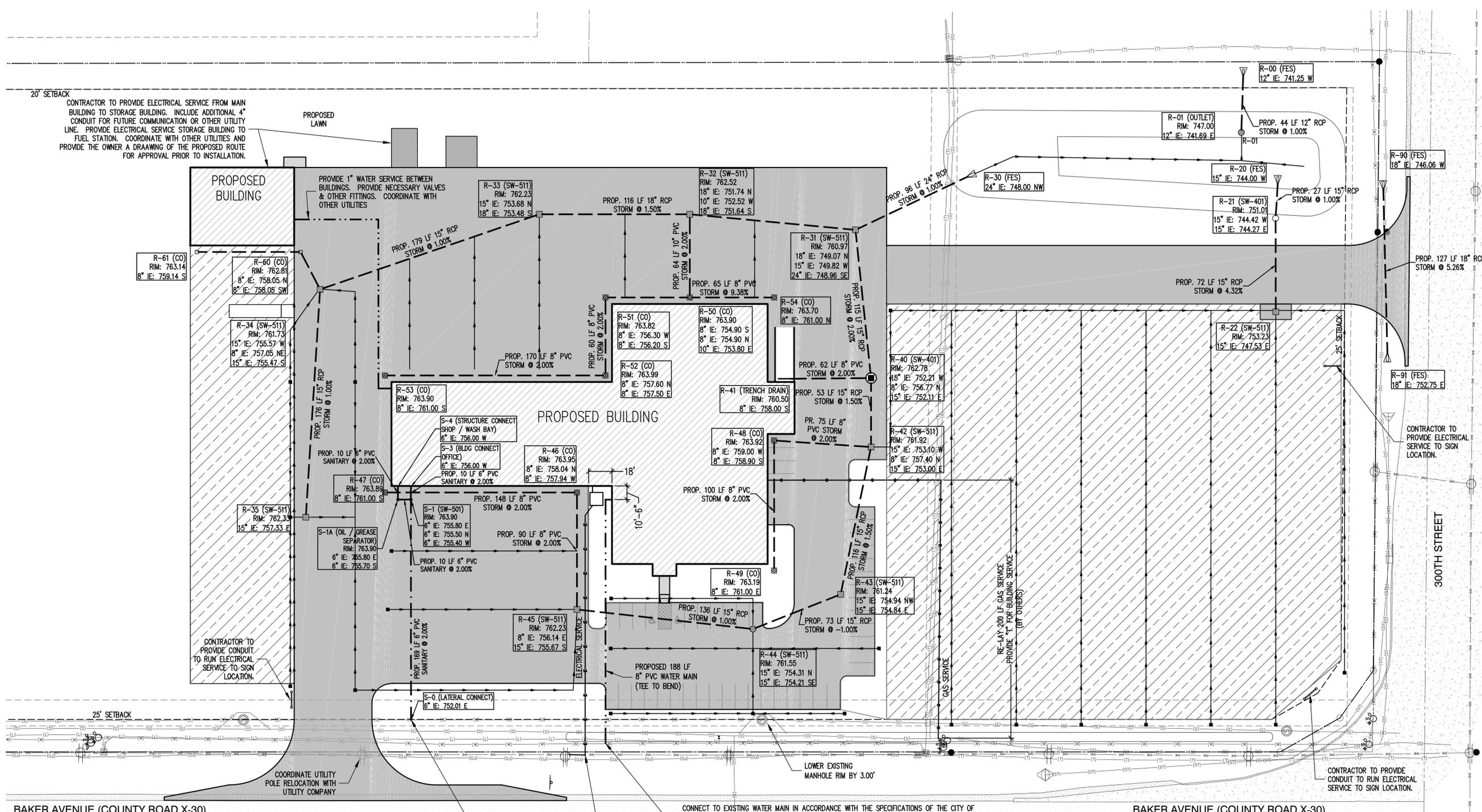
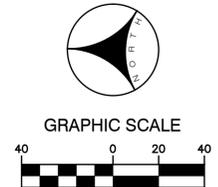
- ① HEAVY DUTY PAVEMENT. REFER TO DETAIL 1/C001.
- ② RE-LOCATE UTILITY POLE. COORDINATE WITH ALLIANT ENERGY.
- ③ GRANULAR SURFACE. REFER TO DETAIL 3/C001. APPLICANT WILL PURSUE A VARIANCE FROM THE CITY OF WEST BRANCH.
- ④ TURF GRASS. REFER TO DETAIL 3/C001.
- ⑤ EXTERIOR LOADING PLATFORM.
- ⑥ LOADING DOCK SLOPES TOWARDS BUILDING WITH 42" STEP AT BUILDING WALL.
- ⑦ PROVIDE ADA COMPLIANT RAMP AND DETECTABLE WARNING. REFER TO C??? SERIES SHEETS FOR GRADES. SEE C001 FOR DETAILS.
- ⑧ ELECTRICAL TRANSFORMER PAD. REFER TO SHEET C201 FOR ADDITIONAL DETAILS. COORDINATE WORK WITH ALLIANT ENERGY.
- ⑨ RE-LAY EXISTING GAS SERVICE. REFER TO SHEET C201 FOR ADDITIONAL INFORMATION. COORDINATE WORK WITH ALLIANT ENERGY.

- ⑩ CORPORATE MONUMENT / SIGN. FINAL SIGN LOCATION AND DESIGN WILL BE SUBMITTED TO CITY OF WEST BRANCH FOR APPROVAL.
- ⑪ UN-DEVELOPED AREA.
- ⑫ PROVIDE INTEGRAL 6" PCC CURB
- ⑬ TRASH AND RECYCLING ENCLOSURE. APPLICANT TO PROVIDE SCREENING IN ACCORDANCE WITH CITY OF WEST BRANCH ZONING REQUIREMENTS.
- ⑭ CONCRETE PAD FOR FUEL TANK. TANK TO BE DOUBLE WALLED.



REV

NOTES:
1. REFER TO C001 FOR GENERAL NOTES AND LEGEND.



BAKER AVENUE (COUNTY ROAD X-30) 300TH STREET BAKER AVENUE (COUNTY ROAD X-30)

CONNECT TO EXISTING SANITARY SEWER IN ACCORDANCE WITH THE SPECIFICATIONS OF THE CITY OF WEST BRANCH SEWER DEPARTMENT. PROVIDE RISER AS REQUIRED TO ACHIEVE PLAN ELEVATIONS. COORDINATE WORK WITH THE CITY OF WEST BRANCH AND PROVIDE AT LEAST 7-DAYS NOTICE.

CONNECT TO EXISTING WATER MAIN IN ACCORDANCE WITH THE SPECIFICATIONS OF THE CITY OF WEST BRANCH WATER DEPARTMENT. PROVIDE 8" GATE VALVE. COORDINATE WORK WITH THE CITY OF WEST BRANCH AND PROVIDE AT LEAST 7-DAYS NOTICE. ALL PVC WATER MAIN TO BE PVC C900 UNLESS NOTED OTHERWISE. PROVIDE MINIMUM OF 5'-6" COVER UNLESS NOTED OTHERWISE.

OWNER
ALTOFFER, INC.
AG DIVISION
TABOR ROAD
CLINTON, IL 61727

PROJECT STATUS

2013-04-01	REVISED BID DOCUMENTS
2013-03-26	BIDDING DOCUMENTS
2012-03-06	REVISED SITE LAYOUT
2012-12-10	RE-ISSUED FOR CITY REVIEW
2012-11-27	RE-ISSUED FOR CITY REVIEW
2012-11-14	ISSUED FOR CITY REVIEW

PROJECT
PROPOSED SITE IMPROVEMENTS
ALTOFFER AG SERVICE CENTER
BAKER AVENUE
WEST BRANCH, IOWA

DATE 2013-04-01
DRAWN MJW
CHKD MJW
APPROV. MJW

PROJECT NUMBER
12385

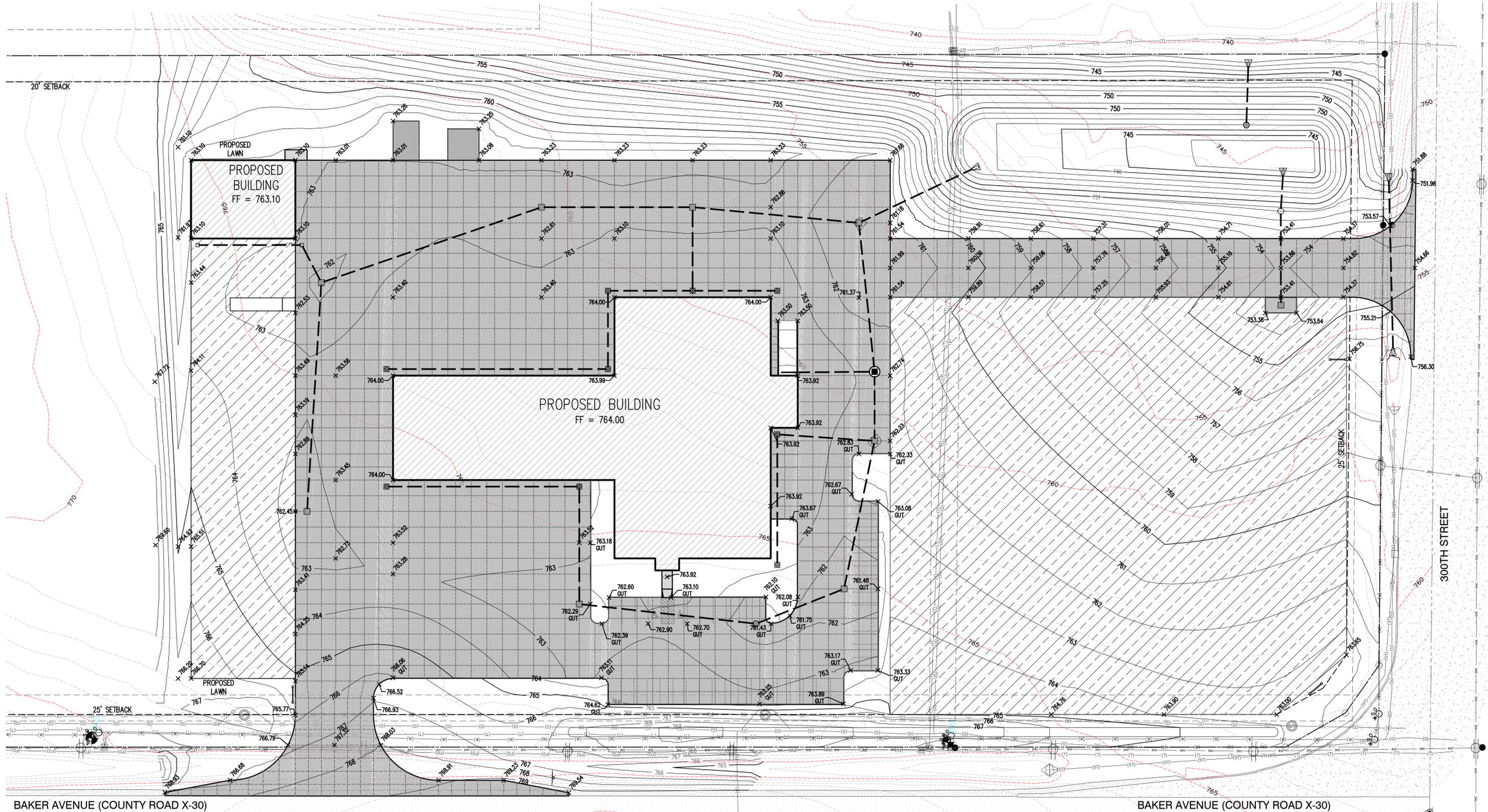
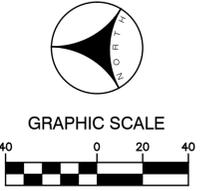
SHEET TITLE
PROPOSED
UTILITY PLAN

SHEET NUMBER
C201

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NOTES:
1. REFER TO C001 FOR GENERAL NOTES AND LEGEND.



ALTORFER, INC.
AG DIVISION
TABOR ROAD
CLINTON, IL 61727
OWNER

2013-04-01
2013-03-26
2012-03-06
2012-12-10
2012-11-27
2012-11-14

REVISID BID DOCUMENTS
BIDDING DOCUMENTS
REVISED SITE LAYOUT
RE-ISSUED FOR CITY REVIEW
RE-ISSUED FOR CITY REVIEW
ISSUED FOR CITY REVIEW

PROJECT STATUS

PROPOSED SITE IMPROVEMENTS
ALTORFER AG SERVICE CENTER
BAKER AVENUE
WEST BRANCH, IOWA

PROJECT

DATE 2013-04-01
DRAWN MJW
CHKD MJW
APPROV. MJW

PROJECT NUMBER
12385

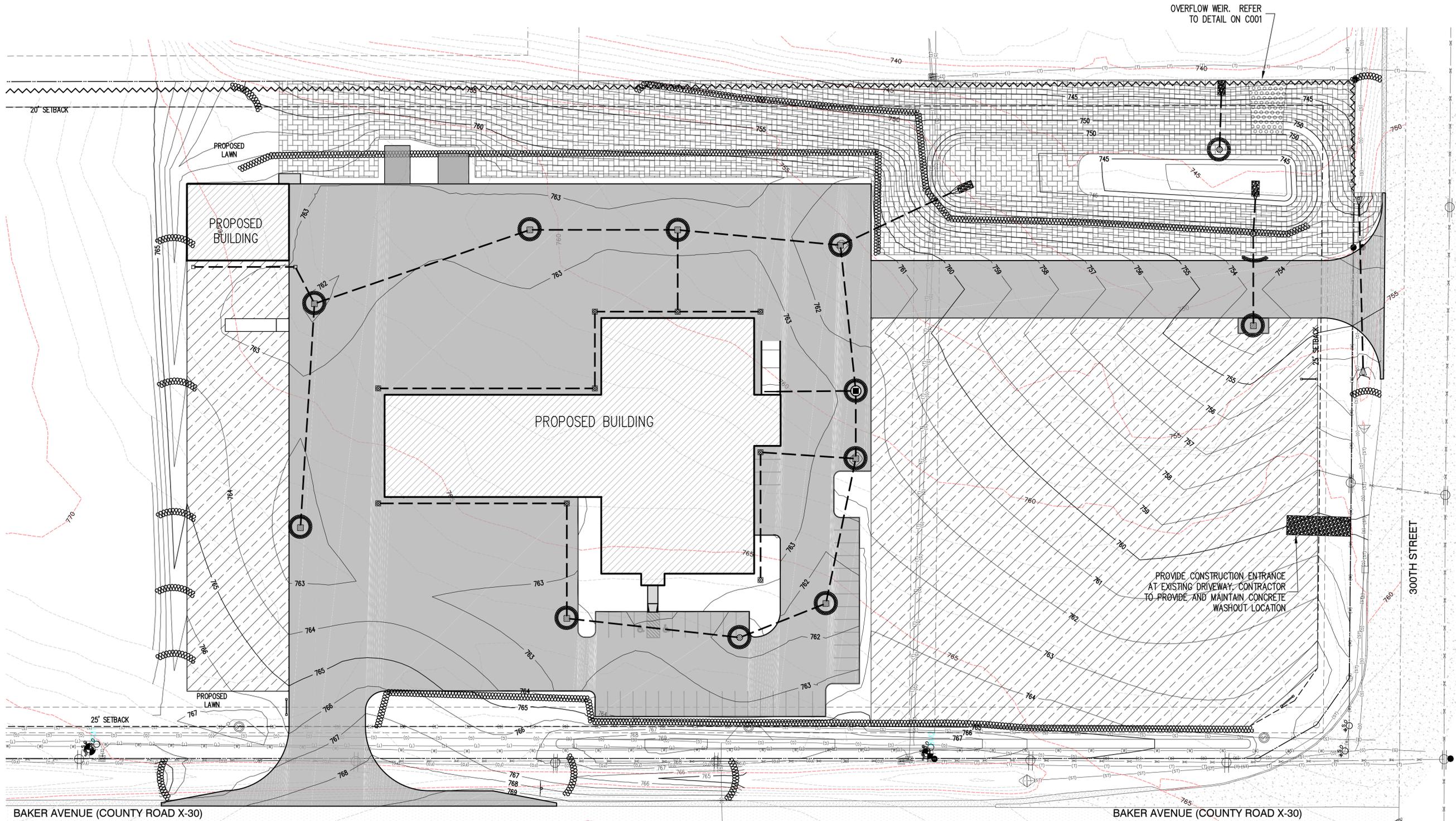
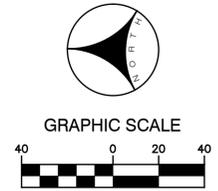
SHEET TITLE
PROPOSED
GRADING &
DRAINAGE
PLAN

SHEET NUMBER
C202



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NOTES:
 1. REFER TO C001 FOR GENERAL NOTES AND LEGEND.



OWNER
 ALTORFER, INC.
 AG DIVISION
 TABOR ROAD
 CLINTON, IL 61727

PROJECT STATUS	DATE	DESCRIPTION
ISSUED FOR CITY REVIEW	2012-11-14	RE-ISSUED FOR CITY REVIEW
RE-ISSUED FOR CITY REVIEW	2012-12-10	RE-ISSUED FOR CITY REVIEW
RE-ISSUED FOR CITY REVIEW	2012-03-06	RE-ISSUED FOR CITY REVIEW
RE-ISSUED FOR CITY REVIEW	2013-03-26	RE-ISSUED FOR CITY REVIEW
ISSUED FOR CITY REVIEW	2013-04-01	ISSUED FOR CITY REVIEW

PROJECT
 PROPOSED SITE IMPROVEMENTS
 ALTORFER AG SERVICE CENTER
 BAKER AVENUE
 WEST BRANCH, IOWA

DATE 2013-04-01
 DRAWN MJW
 CHKD MJW
 APPROV. MJW

PROJECT NUMBER
12385

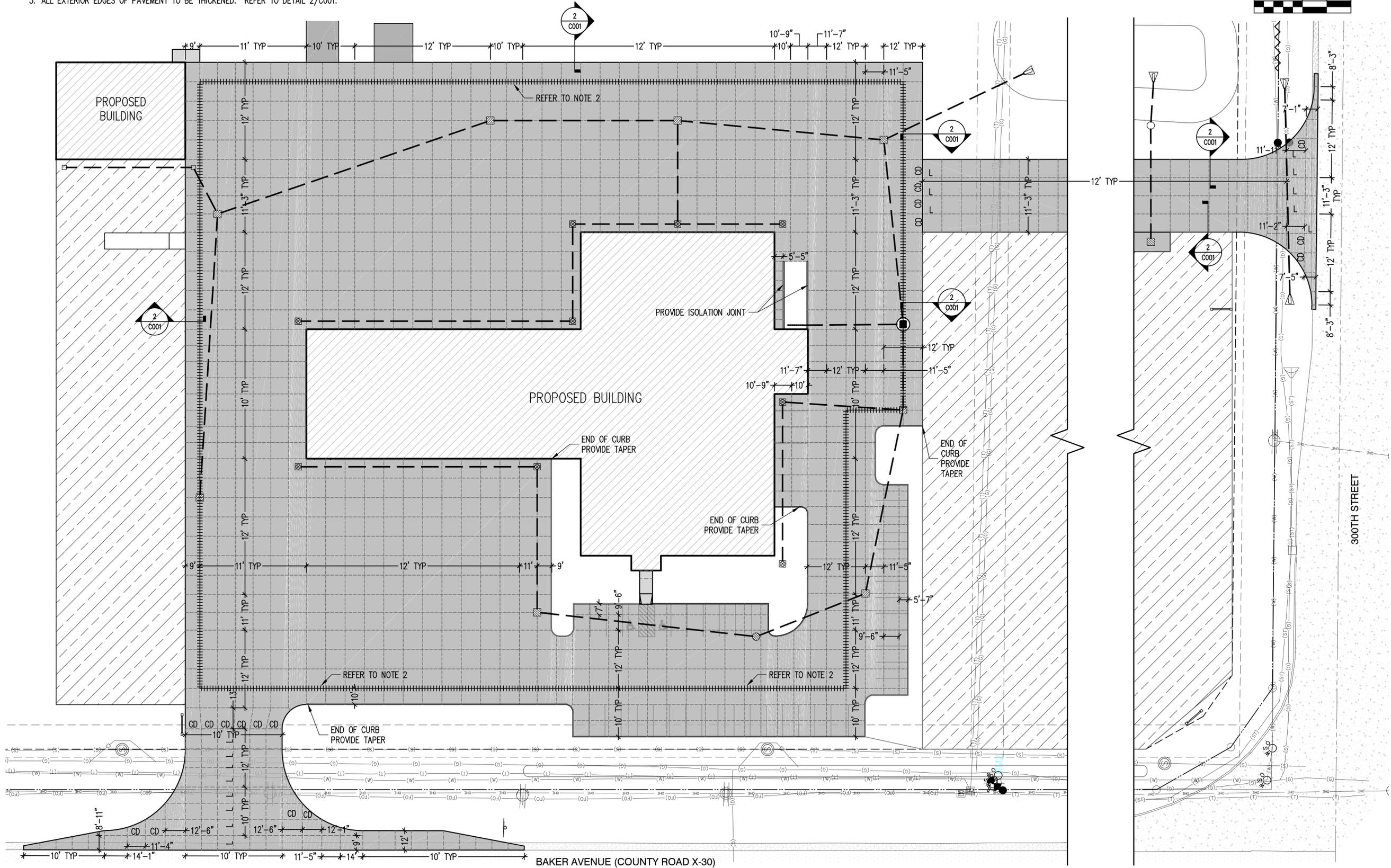
SHEET TITLE
PROPOSED EROSION & SEDIMENT CONTROL PLAN

SHEET NUMBER
C203



NOTES:

1. REFER TO C001 FOR GENERAL NOTES AND LEGEND.
2. TIE BARS SHOULD BE USED TO TIE ONLY THE FIRST LONGITUDINAL JOINT FROM THE PAVEMENT EDGE.
3. REFER TO SUDAS DETAIL 7010.901 FOR ENTRANCE JOINTING.
4. REFER TO SUDAS DETAIL 7010.103 FOR STRUCTURE BOXOUTS.
5. ALL EXTERIOR EDGES OF PAVEMENT TO BE THICKENED. REFER TO DETAIL 2/C001.



ALTORFER, INC.
AG DIVISION
TABOR ROAD
CLINTON, IL 61727
OWNER

DATE	DESCRIPTION
2013-04-01	REVISED BID DOCUMENTS
2013-03-26	BIDDING DOCUMENTS
2012-03-06	REVISED SITE LAYOUT
2012-12-10	RE-ISSUED FOR CITY REVIEW
2012-11-27	RE-ISSUED FOR CITY REVIEW
2012-11-14	ISSUED FOR CITY REVIEW

PROPOSED SITE IMPROVEMENTS
ALTORFER AG SERVICE CENTER
BAKER AVENUE
WEST BRANCH, IOWA
PROJECT

DATE 2013-04-01
DRAWN MJW
CHKD MJW
APPROV. MJW

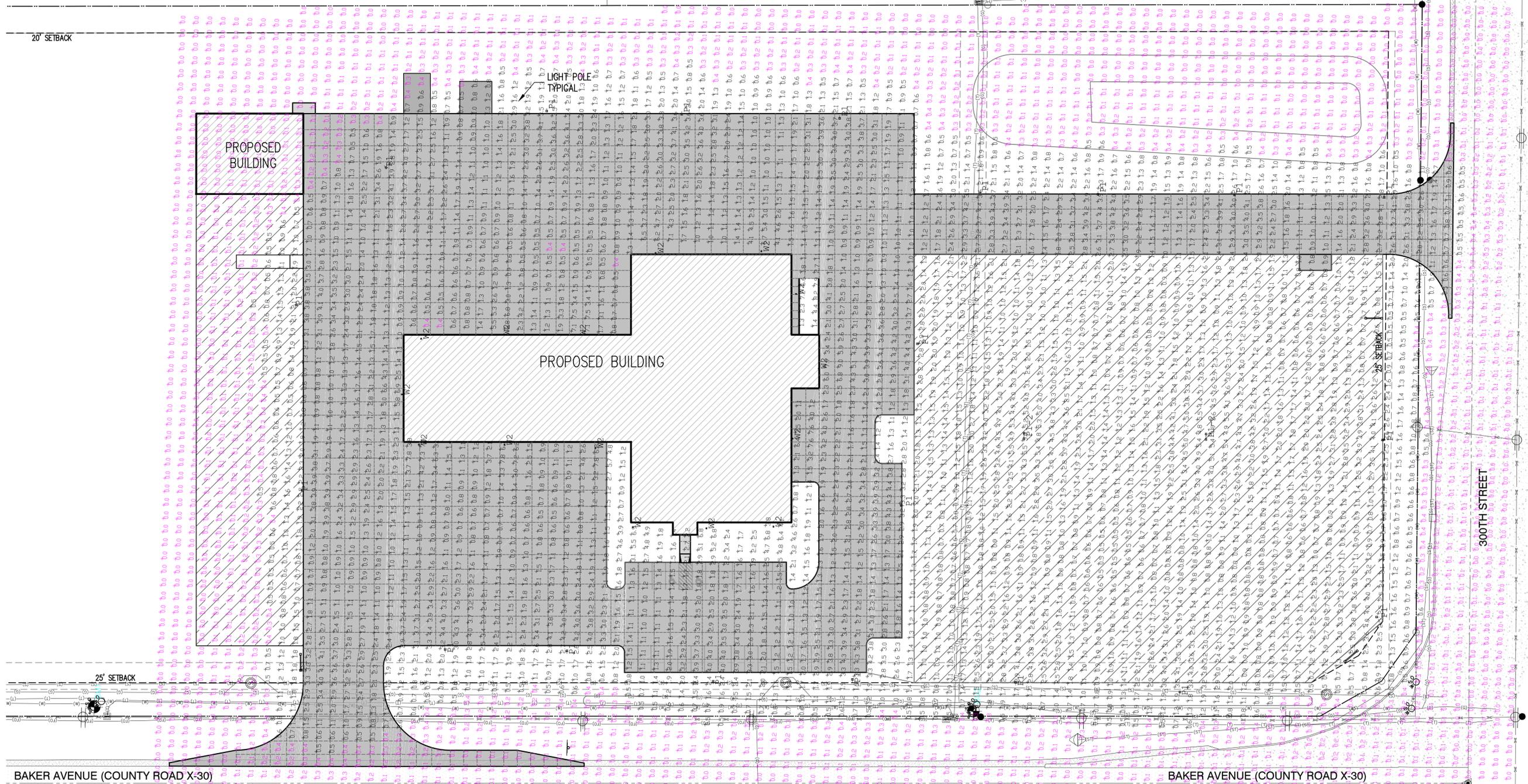
PROJECT NUMBER
12385

SHEET TITLE
PROPOSED JOINTING PLAN

SHEET NUMBER
C210

NOTES:

- 1. REFER TO C001 FOR GENERAL NOTES AND LEGEND.
- 2. CONTRACTOR TO PROVIDE ELECTRICAL SERVICE TO ALL LIGHT POLES.
- 3. SITE LIGHTING SHALL COMPLY WITH THE CITY OF WEST BRANCH REQUIREMENTS.
- 4. PROVIDE 110V OUTLETS ON ALL LIGHT POLES.



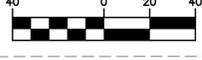
PARKING LOT

Illuminance (Fc)
 Average = 2.09
 Maximum = 9.0
 Minimum = 0.4
 Avg/Min Ratio = 5.23
 Max/Min Ratio = 22.50

Symbol	Qty	Label
[Symbol]	21	P1
[Symbol]	15	W2
[Symbol]	2	P1-2

Arrangement	Total Lamp Lumens	LLF	Description
SINGLE	44000	0.750	ECA18-FV-400PSMH-QUAD-BRP-30' POLE 3' BASE
SINGLE	22000	0.750	WTL250PMT-FWT
BACK-BACK	44000	0.750	ECA18-FV-400PSMH-QUAD-BRP-30' POLE 3' BASE

GRAPHIC SCALE



PROPOSED SITE IMPROVEMENTS
 ALTORFER AG SERVICE CENTER
 BAKER AVENUE
 WEST BRANCH, IOWA

OWNER
 ALTORFER, INC.
 AG DIVISION
 TABOR ROAD
 CLINTON, IL 61727

DATE: 2013-04-01
 DRAWN: MJW
 CHKD: MJW
 APPROV: MJW

PROJECT NUMBER
12385

SHEET TITLE
PROPOSED LIGHTING PLAN

SHEET NUMBER
E100

REVISIONS:
 2013-03-26: REVISD BID DOCUMENTS
 2012-03-06: REVISD SITE LAYOUT
 2012-12-10: RE-ISSUED FOR CITY REVIEW
 2012-11-27: RE-ISSUED FOR CITY REVIEW
 2012-11-14: PROJECT STATUS

PROJECT STATUS

2013-04-01
 2013-03-26
 2012-03-06
 2012-12-10
 2012-11-27
 2012-11-14

OWNER

COPS HIRING PROGRAM (CHP) (CFDA 16.710)

OVERVIEW

About the COPS Office

The Office of Community Oriented Policing Services (COPS Office) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by the nation's state, local, territory, and tribal law enforcement agencies through information and grant resources.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques, to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime.

Rather than simply responding to crimes once they have been committed, community policing concentrates on preventing crime and eliminating the atmosphere of fear it creates. Earning the trust of the community and making those individuals stakeholders in their own safety enables law enforcement to better understand and address both the needs of the community and the factors that contribute to crime.

The COPS Office awards grants to state, local, territory, and tribal law enforcement agencies to hire and train community policing professionals, acquire and deploy cutting-edge crime fighting technologies, and develop and test innovative policing strategies. COPS Office funding also provides training and technical assistance to community members and local government leaders and all levels of law enforcement. The COPS Office has produced and compiled a broad range of information resources that can help law enforcement better address specific crime and operational issues, and help community leaders better understand how to work cooperatively with their law enforcement agency to reduce crime.

- Since 1994, the COPS Office has invested nearly \$14 billion to add community policing officers to the nation's streets, enhance crime fighting technology, support crime prevention initiatives, and provide training and technical assistance to help advance community policing.
- By the end of FY2012, the COPS Office has funded approximately 124,000 additional officers to more than 13,000 of the nation's 18,000 law enforcement agencies across the country in small and large jurisdictions alike.
- Nearly 700,000 law enforcement personnel, community members, and government leaders have been trained through COPS Office-funded training organizations.
- As of 2012, the COPS Office has distributed more than 8.5 million topic-specific publications, training curricula, white papers, and resource CDs.

COPS Office resources, covering a wide breadth of community policing topics—from school and campus safety to gang violence—are available, at no cost, through its online Resource Center at www.cops.usdoj.gov. This easy-to-navigate website is also the grant application portal, providing access to online application forms.

Additional information regarding the COPS Office can be found at www.cops.usdoj.gov.

COPS Hiring Program (CHP) Overview

The COPS Hiring Program (CHP) provides funding directly to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts.

2013 CHP grants will cover up to 75 percent of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer over the three-year (36 months) grant period, with a minimum 25 percent local cash match requirement and maximum federal share of \$125,000 per officer position. CHP grant funding will be based on your agency's current entry-level salary and fringe benefits for full-time sworn officers. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the grantee agency. All agencies' requests will be capped at no more than 5 percent of their actual sworn force strength as reported on the date of application. Agencies with a service population of 1 million or more may apply for up to 25 officer positions; agencies with a service population less than 1 million may apply for up to 15 officer positions. [The request of any agency with a sworn force strength less than or equal to 20 will be capped at one officer.] Funding under this program may be used to:

- Hire new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget. These positions must be in addition to your current budgeted (funded) level of sworn officer positions, and the officers must be hired on or after the official grant award start date as it is listed on your agency's award document. **Under 2013 CHP, new hires are not required to be military veterans.**
- Rehire officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget cuts. The rehired officers must be rehired on or after the official grant award start date as it appears on your agency's award document. Documentation must be maintained showing the date(s) that the positions were laid off and rehired.
- Rehire officers who are (at the time of application) currently scheduled to be laid off on a specific future date as a result of state, local, or BIA budget cuts. Grantees will be required to continue funding the positions with local funding until the date(s) of the scheduled lay-offs. The dates of the scheduled lay-offs and the number of positions affected must be identified in the CHP application. In addition, documentation must be maintained detailing the dates and reason(s) for the lay-offs. Furthermore, agencies awarded will be required to maintain documentation that demonstrates that the scheduled lay-offs are occurring for local economic reasons unrelated to the availability of CHP grant funds; such documentation may include local council meeting minutes, memoranda, notices, or orders discussing the lay-offs, budget documents ordering jurisdiction-wide budget cuts, and/or notices provided to the individual officers regarding the lay-offs.

An applicant may request funding in one or more of the above-referenced hiring categories under CHP. CHP grant awards will be made for officer positions requested in each of these three categories and recipients of CHP awards are required to use awarded funds for the specific categories awarded. If your agency receives a CHP grant—*and after receiving the grant*—your agency needs to change one or more of the funded hiring categories it received funding under, your agency must request a post-award grant modification and must receive prior approval before spending CHP funding. To obtain information on modifying a CHP grant award, please contact the COPS Office Response Center at 800.421.6770.

An applicant may not reduce its existing current fiscal year budget for sworn officers just to take advantage of the CHP grant. Any budget cut must be unrelated to the receipt of CHP grant funds to avoid a violation of the COPS statutory nonsupplanting requirement.

The nonsupplanting requirement means that COPS grant funds must be used to supplement (increase) state, local, or BIA funds that would have been dedicated toward the grant purpose if federal funding had not been awarded. CHP grant funds must not be used to replace (supplant) local funds that agencies otherwise would have devoted to sworn officer hiring. The hiring or rehiring of officers under CHP must be in addition to, and not in lieu of, officers who otherwise would have been hired or rehired with local funds. For additional information on the COPS nonsupplanting requirement as it applies to CHP, please refer to the nonsupplanting FAQs at www.cops.usdoj.gov/Default.asp?Item=2282.

Furthermore, all grant recipients must retain any CHP-funded officer positions awarded for at least 12 months immediately after the 36 months of federal funding has ended for each position. Applicants are required to affirm in their CHP grant application that their agency plans to retain any additional officer positions awarded following the expiration of the grant, and identify their planned source(s) of retention funding.

Please be advised that a hold may be placed on any application if it is deemed that the applicant agency is not in good standing on other U.S. Department of Justice grants, has other grant compliance issues that would make the applicant agency ineligible to receive COPS funding, and/or is not cooperating with an ongoing Department of Justice grant review or audit. A hold may also be placed on any application if it is deemed that the applicant agency is not in compliance with federal civil rights laws and/or is not cooperating with an ongoing federal civil rights investigation.

Misuse of COPS funds and/or failure to comply with all COPS grant requirements may result in suspension or termination of grant funds, the repayment of grant funds, and/or other remedies available by law.

Under the False Claim Act, any credible evidence that a person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving COPS funds may be referred to the Office of the Inspector General (OIG). The OIG may be contacted at oig.hotline@usdoj.gov, www.usdoj.gov/oig/FOIA/hotline.htm, and 800.869.4499.

REGISTRATION

All FY2013 CHP applicants are required to have a valid ORI number. The ORI number is assigned by the FBI and is your agency's unique identifier. Please contact the COPS Office Response Center at 800.421.6770 to verify your agency's ORI number. If you do not have an ORI number, a COPS Office Response Center Specialist will assign one to you for the purpose of tracking your grant application. This is required before you begin your application on Grants.gov.

Additionally, the federal government requires that all applicants for federal grants and cooperative agreements—with the exception of individuals other than sole proprietors—have a DUNS number and be registered in the System for Award Management (SAM) database **prior** to submitting an application. See "Section 3: General Agency Information" in this guide for more information regarding DUNS and SAM.

Completing an application under the CHP program is a two-step process. Applicants are first required to register via www.grants.gov and complete an SF-424, the government-wide standard application form for federal assistance. Once the SF-424 has been submitted, you will receive an e-mail from the COPS Office with instructions on completing the second part of the CHP application through the COPS Office Online Application System. If you have not renewed your COPS Office Account Access information, contact the COPS Office Response Center at AskCopsRC@usdoj.gov or 800.421.6770.

It is strongly recommended that applicants register immediately on www.grants.gov. **In addition, applicants are strongly encouraged to complete the SF-424 and Section 1 on Grants.gov as quickly as possible.** Any delays in registering with Grants.gov or submitting the SF-424 may result in insufficient time for processing your application through Grants.gov or the COPS Office Online Application System.

Once you have registered and submitted your SF-424 through www.grants.gov, you will receive an e-mail within one business day with instructions for completing the second part of the CHP application process, which is the COPS Application Attachment to the SF-424 through the COPS Office Online Application System.

For technical assistance with submitting the SF-424, call Grants.gov Customer Service Hotline at 800.518.4726, e-mail support@grants.gov or consult the Grants.gov Organization Registration User Guide at www07.grants.gov/assets/OrgRegUserGuide.pdf. See "How to Apply" in this guide for more information.

For technical assistance with submitting the online application via the COPS website, please call 800.421.6770 or send questions via e-mail to AskCopsRC@usdoj.gov. See "How to Apply" in this guide for more information.

DEADLINE: APPLICATION

All completed applications must be submitted by **May 22, 2013, at 7:59 PM, EDT**. Please see "How to Apply" for more information.

Applications for this program must be submitted in two parts. First, applicants must apply online via www.grants.gov to complete the SF-424. Applicants will then be directed to the COPS Office website (www.cops.usdoj.gov) to complete the second part of the application by **May 22, 2013, at 7:59 PM EDT**.

ELIGIBILITY REQUIREMENTS

The CHP grant program is an open solicitation. All local, state, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply. An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within the jurisdiction served. Please note that CHP applicants must have a police department that is operational as of May 22, 2013, which is the close of this application, or receive services through a new or existing contract for law enforcement services. If funds under this program are to be used as part of a written contracting agreement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's department to receive services), the agency wishing to receive law enforcement services must be the legal applicant in this application (although we will ask you to supply some information about the contract service provider in Section 7 of this application).

For additional information, please contact your COPS Grant Program Specialist by calling the COPS Office Response Center at 800.421.6770.

The Challenge

For many organizations, identifying, and then pursuing, the many funding opportunities available through federal, state, and foundation channels is a challenging and oftentimes a tedious process. As more organizations increasingly rely on grant funding to subsidize their budgets, it is as important as ever that they have the means to find the right grants for their needs in a timely and efficient manner.

The majority of organizations experience a distinct lack of visibility regarding available grant opportunities and the related program requirements. Organizations often select the wrong funding opportunities for their particular projects, or even worse, approach the grants process from the wrong direction. The organization will select a grant not because it fits their needs, but because they believe the funding can be easily won. Only after they receive an award notice will they try to develop a project that meets their organizational needs - a system that is both inefficient and arduous. Meanwhile, truly beneficial grant opportunities are missed because grant notices are discovered too late or lost in the shuffle of day-to-day operations. With application due-date windows shrinking, becoming aware of a grant late in the process can mean the loss of hundreds of thousands of dollars for a high-priority project.



Currently, other available web-based systems provide search capabilities similar to online search engines – grant seekers receive a massive data-dump of links that do not save time or narrow search efforts. In addition, these systems fail to provide potential applicants with the information they need to determine whether or not the funding opportunity fits their needs or is even worth pursuing. Often, grant seekers will receive nothing more than a copy of the notice of funding availability (NOFA).

The Solution

Grants Network: ResearchSM is an integral component of our revolutionary Grants Network. Our company invests more than 40,000 hours of research each year on federal, state, and foundation grants to ensure that users will find the best funding opportunities for their projects. With our proprietary research and analysis, users enjoy long lead times that allow them to produce better applications. Our customized search tools enable users to enjoy rapid results across any and all parameters. In addition, rollover summaries allow users to access vital information without having to waste time opening files or downloading content. With our automated search agents, updates, and daily/weekly emails, Grants Network: Research does all the heavy lifting, and enables organizations to become truly proactive.

Key features and benefits of Grants Network: Research:

Comprehensiveness: No other source provides access to as many federal, state, and foundation grants through a single interface. Our innovative system includes more than 10,000 grant programs, representing more than \$300 billion in potential funding. All the documents related to specific grants are provided in easily accessible PDF format. Examples of such documents include the Notice of Funding Availability, Application, and Award files. Information regarding previously funded applications is also available, offering potential applicants a glimpse at what it takes to create a winning proposal.

Timeliness: Grants Network: Research is the only grants management system constantly updated by professional researchers to provide the most concise and high-quality grants information available. Combine the constant updates with 24 hours-a-day availability from any web interface, and there is no reason for a missed deadline.

In addition, grant opportunities, along with the needed information to improve an organization's grants performance, are sent directly to our users using the preferences they choose.

Accuracy: The eCivis research team works hard to eliminate errors, omissions, and unclear information, resulting in the most accurate grants information available. We communicate regularly with program officers at the funding agencies to get all the information correct. In fact, Grants Network: Research is so accurate that many funding agencies correct their information based on our analysis.

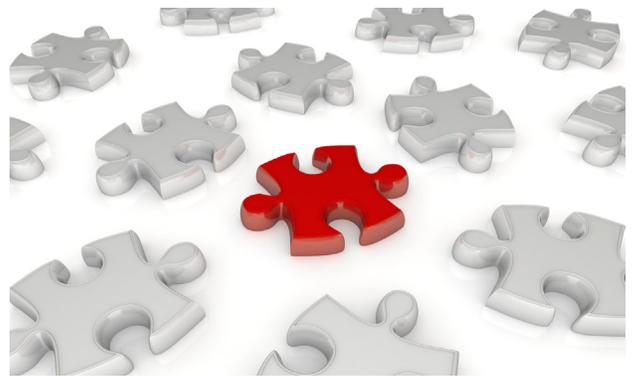
Searchability: Grants Network: Research takes advantage of the best technology available for construction, lexicons, and search engines to dramatically decrease search time. Search by agency, eligibility, local government relevance, area of interest, keyword, and more.

Critical Inside Information: eCivis' dedicated staff of Research Analysts speak with dozens of program officers every day, and post detailed notes in Grants Network: Research that give our users a competitive advantage in the grants process.

Internal Accountability: Grants Network: Research provides critical information on all grants research activity within an organization, increasing communication and cooperation, and streamlining the grant-finding process. No longer will departments compete against each other for the same funding.

Unparalleled Support: eCivis' team of Client Services Associates work hard to ensure that our customers receive the training and support necessary to be successful. A dedicated Client Services Associate will provide personalized support through the life of a contract.

Unlimited Access: Users have access to Grants Network: Research anytime, anywhere, and from any internet connection - accessibility that will reduce the amount of time spent researching grants, while simultaneously increasing search results and boosting grants performance.



eCivis: Trusted by Organizations Nationwide

Organizations across the nation increasingly rely on eCivis to propel their grants performance. As more organizations join our partnership, we continue to invest to offer new and better products and enhanced customer service and support — always driven by our customers' needs. From our humble beginnings, we have strived to put the needs of our customers first, which has enabled us to rapidly serve hundreds of the most effective grants organizations nationwide. Your grants success is our key measurement of performance, and we look forward to your organization becoming our next success story.

For more information about eCivis's products and services please e-mail Corey Coll at ccoll@ecivis.com, or call (505) 404-9151.

The Challenge

More than 80% of government staffers who research, write, and manage grants have had little or no grant training. Even veteran grant professionals can waste a tremendous amount of time figuring out complex grant-related information and dealing with new forms and regulations. The result is a less successful grants program: application deadlines are missed, funding is denied, awarded grants are mismanaged, and tracking and reporting are sporadic. The only way to ensure that a successful grants program is achieved is through proper and comprehensive grant training for all parties involved. Training, however, by a grant professional who is knowledgeable in everything from grant research to post-award audits, is extremely costly and very time-consuming. New grant opportunities are being posted everyday by multiple funding agencies and those dollars are being lost due to poor preparation and lack of knowledge by grant-seeking staffers.



The Solution

eCivis® Grants Network: KnowledgeBaseSM is designed to alleviate this problem by providing educational and reference resources to hone an individual's grant-related skills and develop a world-class grants organization. KnowledgeBase can dramatically change the landscape and tenor of your grant activity by raising efficiency and skill levels, resulting in greater overall satisfaction from all stakeholders, and enabling you to achieve the goals set by your leadership.

eCivis Grants Network: KnowledgeBase is broken up into five functional areas: The Collections, 2009 Stimulus Page, Project Trends, Resource Library, and The Glossary.

The Collections is the main “heart” of eCivis Grants Network: KnowledgeBase. The Collections is a carefully crafted resource that pulls together two- to three-paged publications written by professionals involved in all aspects of the grant process.

The publications are separated into the following two experience-oriented sections with specific grant-related topics included within each:

- **Grant Skills:** A collection of materials that nurture individual grant-related knowledge and abilities. The Getting Started section introduces the novice to grants and provides insight into the basic activities surrounding them, from research to closeout. In the Increasing Expertise section, experienced staff members can further develop grant skills with advanced materials.
- **Organizational Development:** The information and best practices provided in Organizational Development are intended to help overcome common challenges experienced by all grants organizations, while keeping in mind that every organization is unique. The Getting Started section of Organizational Development contains information about the characteristics of a successful grants organization and instruction on how to build one. The Increasing Expertise section of Organizational Development contains information that can help an already-successful grants organization fine-tune the grant process and move it along the path to world-class performance.

Also included within The Collections are **Online Training Courses**, specifically developed to meet the needs of the grants community. The courses cover all the topics included within the Collections and are automated with voiceover so a user

can both listen and read as the course progresses.

eCivis also wants to ensure that all users are gaining the most out of their experience with Grants Network: KnowledgeBase, which is why **Assessment Exams** have also been added to the Collections. These exams were created to test a user's knowledge of the publications they have been reading. If the reader scores 80% or higher on an exam, they receive a computer-generated, customized certificate of completion heralding their mastery of a specific grant-related topic.

The **2009 Stimulus Page** is the latest addition to Grants Network: KnowledgeBase. It was created to give KnowledgeBase subscribers inside information and opportunities created by the 2009 American Recovery and Reinvestment Act. The 2009 Stimulus Page includes information on the bill itself, links to funding agency websites, comprehensive descriptions of all the funding programs provided, as well as state-specific news releases and documentation.

Project Trends were created to benefit organizations that want to kick-start their grant-funded projects. The Project Trends section profiles a number of popular projects that organizations and municipalities are looking to fund and complete. The Project Trends provide our unique analysis of related funding mechanisms. We discuss key federal and foundation funding opportunities and suggest ways to open up additional support – for example, by expanding or emphasizing project elements, partnering with other entities, or focusing on specific target groups.

The **Resource Library** contains downloadable material and hyperlinks to valuable online resources. It is provided to KnowledgeBase clients as easy access to important and commonly-used information that many grant-active individuals consult during their daily grant-related activities.

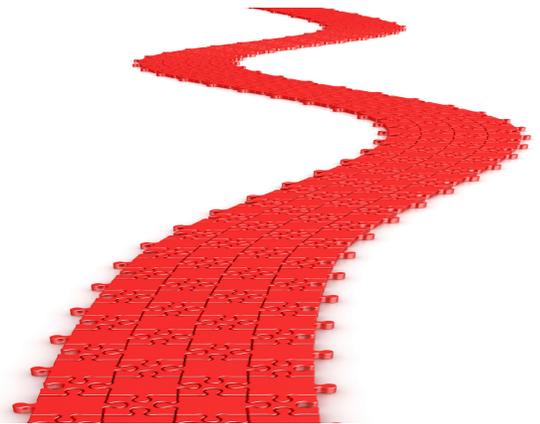
The Glossary can offer assistance to staff members who often struggle with deciphering the complex and often contradictory language used by funding agencies. The Glossary contains a comprehensive list of definitions and acronyms specific to the sometimes confusing world of grants.

As a whole, eCivis Grants Network: KnowledgeBase is a low-cost opportunity to address critical issues in grant-active organizations. It provides basic skills for those just starting out as a grant professional and personnel who handle grants as an additional duty to their primary position. The advanced and organizational development materials provide a refresher for more experienced personnel and bring best practices from across the nation to your organization.

eCivis: Trusted by Governments Nationwide

Governments across the nation increasingly rely on eCivis to propel their grants performance. As more governments join our partnership, we continue to invest to offer new and better products and enhanced customer service and support — always driven by our customers' needs. From our humble beginnings, we have strived to put the needs of our customers first, which has enabled us to rapidly serve hundreds of the most effective grants organizations nationwide. Your grants success is our key measurement of performance, and we look forward to your organization becoming our next success story.

For more information about eCivis's products and services please e-mail grantinfo@ecivis.com, call toll-free at **(877) 232-4847**, option 1, or visit us on the web at www.ecivis.com.



Grants Professional Services

Peer Review, Grant Writing, Technical Assistance, Training ...

Whether you need assistance finding the right funding opportunities, reviewing a grant application draft, or writing a grant proposal, eCivis can help. Our Grants Professional Services division is prepared to assist your team at any point in the grant application process.

Our credentialed team of writers—led by Dr. Bev Browning, author of *Grant Writing for Dummies*—includes more than 100 grant professionals with specialties across multiple grant subjects. Ninety percent of our team members are government peer reviewers, so we know what a winning grant application should look like. Our team works 24/7 to help you meet deadlines, as timeliness is our priority.

Our services are customized according to your needs, and may include:

- **Pre-application Go/No-Go Assessment** – We help determine your chances of winning a grant award before you invest valuable time and resources.
- **Grant Writing** – Our grant writers help prepare, write, fact-check, and review your grant application so that it's submission-ready.
- **Mock Peer Review** – Experienced reviewers point out red flags in your application before submission, marking up your proposal to ensure that it appropriately addresses the RFP.
- **Training** – We develop customized training curriculum for your staff and/or community partners in a virtual online session or an on-site full-day program.
- **Technical Assistance** – If you anticipate needing grant writing assistance, peer review, or training down the road but don't have a particular grant opportunity in mind, then TA is your ticket for any of these services.
- **Technical Writing** – We deliver high-level document writing services for white papers, reports, evaluation results, concept papers, position papers, contract bid responses, and more.
- **Evaluation** – Veteran project evaluators are ready to validate your funded program's outcomes, so you are prepared for future opportunities with stellar evidence-based processes and reports.
- **Customized Funding Searches** – We conduct customized grant funding research for your high-needs projects.



RESOLUTION 1109

RESOLUTION APPROVING A THREE-YEAR SERVICE AGREEMENT WITH ECIVIS FOR GRANTS NETWORK: RESEARCH AND GRANTS NETWORK: KNOWLEDGE BASE SERVICES IN AN AMOUNT OF \$3,500 PER YEAR.

WHEREAS, the City of West Branch is in need of contracting services with a company in order to identify and pursue funding opportunities available through federal, state and foundation channels; and

WHEREAS, eCivis maintains a *Grants Network: Research* searchable system of more than 10,000 grant programs representing more than \$300 billion in potential funding; and

WHEREAS, eCivis produces *Grants Network: Knowledge Base* educational and reference publications to assist in the researching, writing and managing of grants; and

WHEREAS, eCivis proposes to make the *Grants Network: Research* and *Grants Network: Knowledge Base* systems available to the City of West Branch and provide customer support for the use of these systems throughout the term of the proposed agreement; and

WHEREAS, eCivis has proposed guaranteed pricing for the term of a three-year agreement; and

WHEREAS, the agreement requires the approval of the West Branch City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned agreement with the eCivis be and the same are hereby approved. Further, the Mayor and City Clerk are directed to execute said agreement on behalf of the City.

* * * * *

Passed and approved this 6th day of May, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT

Date 4/25/2013

Contract No. 6593

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis")

and

City of West Branch, IA ("Customer")

418 N. Fair Oaks Ave. #301
Pasadena, CA 91103
Fax: (626) 628-3232
Sales Contact:
Corey Coll

110 N Poplar St PO Box 218
West Branch, IA 52358
Phone: (319) 643-5888
Principal Contact and Master Access Holder:
Matt Muckler, City Administrator

This Agreement, and the Exhibits attached hereto, set forth the business relationship between the parties and the terms and conditions under which the following products are licensed and services are provided to Customer, and supersedes all previous agreements between eCivis and Customer. Please initial all pages of the terms and conditions of this contract.

eCivis Products	Description	Units	Avg Unit Price	Total Price
GN: Research - 2 User Licenses	Federal, State (if available), & Foundation	1	\$5,000.00	\$5,000.00
GN: KnowledgeBase - 2 User Licenses	Courses, Subject Briefs, Project Trends	1	\$1,250.00	\$1,250.00
Product Sub-Total				\$6,250.00
Incentive Discount				(\$2,125.00)
Multi-year Discount				(\$625.00)
TOTAL PRICE				\$3,500.00

Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 6/30/2016. Payment is due net 30 days from invoice date.

- Cycle 1: 7/01/2013 through 6/30/2014 for a price of \$ 3,500
 Cycle 2: 7/01/2014 through 6/30/2015 for a price of \$ 3,500
 Cycle 3: 7/01/2015 through 6/30/2016 for a price of \$ 3,500

PRICE IS ONLY VALID IF AGREEMENT IS SIGNED ON OR BEFORE: May 31, 2013.

Renewal Terms – Additional extension of this agreement will occur as follows:

This agreement will be eligible for renewal for extended periods through a mutually agreed upon purchasing vehicle executed before the expiration of the subscription period listed above. No guarantees are made as to rate, access, or included services within this agreement. Purchasing vehicles executed after the termination date of this agreement are subject to then-current retail rates for all services provided.

Accepted By:
City of West Branch, IA

Accepted By:
eCivis, Inc.

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(type or print)

Name: James Ha
(type or print)

Title: _____

Title: CEO

Date: _____

Date: _____

Send invoice to (if different than address above): _____

eCivis Master Subscription and Service Agreement

THIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF ALL OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on January 1, 2012. It is effective between You and Us as of the date of You accepting this Agreement.

Table of Contents

1. Definitions
2. Purchased Services
3. Use of the Services
4. Professional Services, Cooperation: Delays
5. Fees and Payment for Purchased Services
6. Proprietary Rights
7. Confidentiality
8. Warranties and Disclaimers
9. Limitation of Liability
10. Term and Termination
11. Governing Law and Jurisdiction
12. General Provisions
13. Mutual Indemnification

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Professional Services" means work performed by Us for You by Our professional services division under this Agreement or any relevant Purchase Order. Such work may include, but not limited to, Grant Writing, Peer Review, Technical Assistance and/or Training services.

"Purchased Services" means Services that You or Your Affiliates purchase under this Agreement for Grants NetworkTM, Professional Services or Nonprofit One-StopTM.

"Services" means the products and services that are ordered by You and made available by Us online via the customer login link at <http://www.ecivis.com> and/or other web pages designated by Us.

"Users" means individuals who are authorized by You to use the Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users are limited to Your employees. Non-employees such as Consultants, contractors and agents, and third parties with which You transact business may not be granted access.

"We," "Us" or "Our" means eCivis, a Delaware corporation described in Section 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

2. PURCHASED SERVICES

2.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and any relevant Purchase Order during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. User Subscriptions. Unless otherwise specified in writing, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. USE OF THE SERVICES

3.1. Our Responsibilities. We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the user guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3.4. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on the number of grants that can be managed in Our Grants Network™ Tracking & Reporting product, on the number of grant applications, peer reviews and/or trainings provided by Us. Any such limitations are specified in the signature page of this Agreement.

4. PROFESSIONAL SERVICES, COOPERATION: DELAYS

4.1. Should this Agreement include Professional Services as part of its User Subscriptions and each party agrees to cooperate reasonably and in good faith with the other in the performance of such Professional Services and acknowledges that delays may otherwise result. You agree to provide, or provide access to, the following as needed, and when applicable, for services that require Us to be at Your location: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from Your employees and agents, continuous administrative access to its ecivis.com account, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

4.2. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement to complete such Professional Services.

4.3. It is understood by You that delays in providing material or information resulting in missed grant application deadlines does not constitute non delivery of grant writing services by Us. We shall provide a reasonable timeline to ensure the delivery of Our Professional Services.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. You shall pay all fees specified under this Agreement. Except as otherwise specified herein, (i) fees are based on services purchased and not actual usage for Purchased Services, (ii) payment obligations are non-cancelable and fees paid are non-refundable and will not result in any refund or credit and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term.

5.2. Invoicing and Payment. You will provide Us with valid and updated credit card information, or pay by check. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed under this agreement for the initial subscription term and any renewal subscription term(s) as set forth in Section 10.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated under this Agreement. Unless otherwise stated in this Agreement, invoice charge(s) are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, suspend Our services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue.

5.5. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.4. Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

6.5. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions

of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

8.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with this Agreement, (iii) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) below.

8.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$500,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified under this Agreement and continue for the subscription term specified herein.

10.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other

proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.5. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Limitation of Liability), 10.4 (Return of Your Data), 11 (Governing Law and Jurisdiction), 12 (General Provisions) and 13 (Mutual Indemnification) shall survive any termination or expiration of this Agreement.

11. GOVERNING LAW AND JURISDICTION

11.1. Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.

12. GENERAL PROVISIONS

12.1. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department (legal@ecivis.com).

12.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment).

12.7. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. Entire Agreement. This Agreement, including all exhibits and addenda hereto constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

13. MUTUAL INDEMNIFICATION

13.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim

Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

13.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

13.3. Exclusive Remedy. This Section 13 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

[Remainder of page intentionally left blank, signature page is on the cover page to this Agreement]

RESOLUTION 1110

RESOLUTION APPROVING A SERVICE AGREEMENT WITH ECIVIS FOR THE
WRITING OF THREE GRANTS IN AN AMOUNT OF \$22,500.

WHEREAS, the City of West Branch is in need of contracting services with a company in order to write grant proposals; and

WHEREAS, eCivis maintains a staff of more than one hundred grant professionals with specialties in various subject areas; and

WHEREAS, eCivis can assist the City of West Branch in meeting grant deadlines; and

WHEREAS, eCivis has proposed an agreement to write three grants for the City of West Branch for a total of \$22,500; and

WHEREAS, the agreement requires the approval of the West Branch City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned agreement with the eCivis be and the same are hereby approved. Further, the Mayor and City Clerk are directed to execute said agreement on behalf of the City.

* * * * *

Passed and approved this 6th day of May, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT

Date 3/13/2013

Contract No. 6253

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis")
 418 N. Fair Oaks Ave. #301
 Pasadena, CA 91103
 Fax: (626) 628-3232
 Sales Contact:
 Corey Coll

and City of West Branch, IA ("Customer")
 110 N Poplar St PO Box 218
 West Branch, IA 52358
 Phone: (319) 643-5888
 Principal Contact and Master Access Holder:
 Matt Muckler, City Administrator

This Agreement, and the Exhibits attached hereto, set forth the business relationship between the parties and the terms and conditions under which the following products are licensed and services are provided to Customer, and supersedes all previous agreements between eCivis and Customer. Please initial all pages of the terms and conditions of this contract.

eCivis Services	Description	Units	Avg Unit Price	Total Price
Grant Writing	3 Grants	1	\$22,500.00	\$22,500.00
			Services Sub-Total	\$22,500.00
			TOTAL PRICE	\$22,500.00

Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 5/31/2014. \$7,500 due net5. Remaining payment is due net30 days from invoice date.

Cycle 1: 6/01/2013 through 5/31/2014 for a price of \$ 22,500

PRICE IS ONLY VALID IF AGREEMENT IS SIGNED ON OR BEFORE: May 31, 2013.

Renewal Terms – Additional extension of this agreement will occur as follows:

This agreement will be eligible for renewal for extended periods through a mutually agreed upon purchasing vehicle executed before the expiration of the subscription period listed above. No guarantees are made as to rate, access, or included services within this agreement. Purchasing vehicles executed after the termination date of this agreement are subject to then-current retail rates for all services provided.

THIS MASTER GRANT WRITING SERVICE AGREEMENT AND EXHIBITS ("AGREEMENT") SETS FORTH THE BUSINESS RELATIONSHIP BETWEEN THE PARTIES AND THE TERMS AND CONDITIONS UNDER WHICH THE FOLLOWING SERVICES ARE PROVIDED TO CLIENT.

WHEREAS, Client desires to engage eCivis to assist Client, and eCivis is willing to assist the Client, in providing grant writing services on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the premises and the agreements, condition and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. SCOPE OF SERVICES

eCivis shall provide the services set forth in Exhibit A, Statement of Work, hereafter referred to as Professional Services. eCivis shall provide all Professional Services on a virtual basis, meaning eCivis will coordinate and provide work remotely to Client unless otherwise provided in the Statement of Work.

2. CONSIDERATIONS, COOPERATION: DELAYS

2.1. Each party agrees to cooperate reasonably and in good faith with the other in the performance of such Professional Services and acknowledges that delays may otherwise result. Client agrees to provide, or provide access to, all information, files and other resources as reasonably necessary for satisfactory and timely performance of Professional Services.

2.2. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement. Either party may suspend performance hereunder immediately upon written notice should the other party's employees or agents fail to act accordingly.

2.3. It is understood by Client that delays in providing material or information resulting in missed grant application deadlines does not constitute

non-delivery of grant writing services by eCivis. eCivis shall provide a reasonable timeline and mutual deliverables, as provided in Exhibit B, to ensure the delivery of Professional Services.

3. FEES AND PAYMENT TERMS

3.1. Fees. You shall pay all fees specified under this Agreement. Except as otherwise specified herein, fees are based on Professional Services provided on a virtual basis, meaning eCivis will coordinate and provide all Professional Services remotely to Client unless otherwise agreed to in writing.

3.2. Invoicing and Payment. You will provide eCivis with valid and updated credit card information, or pay by check. If Client provides credit card information to eCivis, Client authorizes eCivis to charge such credit card for all Professional Services listed under this Agreement. Unless otherwise stated in this Agreement, invoice charge(s) are due Net 10 days from the invoice date. Client is responsible for providing complete and accurate billing and contact information to eCivis and notifying eCivis of any changes to such information.

3.3. Overdue Charges. If any fees are not received from Client by the due date, then at eCivis' discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) eCivis may condition future payment terms shorter than those specified in Section 3.2 (Invoicing and Payment).

4. CONFIDENTIALITY

4.1. Confidentiality. Both parties agree to adhere to generally accepted confidentiality practices and to provide each other with their best efforts in fulfillment of this Agreement. eCivis agrees not to disclose private information about the Client. "Private information" does not include information available in the public domain.

5. WARRANTIES AND DISCLAIMERS

5.1. eCivis' Warranties. eCivis warrants that it has validly entered into this Agreement and has the legal power to do so.

5.2. Client's Warranties. Client warrants that it has validly entered into this Agreement and has the legal power to do so.

5.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6. TERM AND SURVIVING PROVISIONS

6.1. Term of Agreement. This Agreement commences on the date Client accepts it and continues until Client downloads or is provided eCivis' final deliverable or final draft electronically through email or mail (US Postal Service or other means of physical delivery).

6.2. Surviving Provisions. Section 3 (Fees and Payment Terms), 4 (Confidentiality), 5.3 (Disclaimer), 7 (Governing Law and Jurisdiction) and 8 (General Provisions) shall survive any termination or expiration of this Agreement.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.

8. TERM AND SURVIVING PROVISIONS

8.1. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department (legal@ecivis.com).

8.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

8.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

8.4. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

8.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

8.6. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 3.2 (Invoicing and Payment).

8.7. Entire Agreement. This Agreement, including all exhibits and addenda hereto constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

Accepted By:
City of West Branch, IA

Accepted By:
eCivis, Inc.

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(type or print)

Name: James Ha
(type or print)

Title: _____

Title: CEO

Date: _____

Date: _____

Send invoice to (if different than address above): _____

EXHIBIT A
Statement of Work

Project Name: [Insert name of grant(s) or project name]

Client Contact: eCivis shall report to the following individual:

Name: _____

Title: _____

Services: eCivis will render to Client the following Professional Services:

- (a) Work with designated contact to interpret document preparation and content guidelines, and gather material and information necessary for a competitive proposal. Client is responsible for gathering and providing all relevant information and in some cases for writing highly technical proprietary narrative language needed in order for eCivis to complete services provided under this Agreement.
- (b) Write grant proposals and/or other technical documents as requested in time to meet deadlines, and prepare the proposal for submission.
- (c) eCivis contractors shall participate in relevant conference calls and other types of virtual meetings necessary to accomplish the required work on a virtual basis. Client shall manage its internal deliverables and duration of such meetings to no more than 1 hour per meeting per day to ensure the following:
 - eCivis is provided enough time to incorporate data and information into the draft and final agreements
 - Client is provided the best possible opportunity to secure the grant(s) and/or other competitive request(s) (cooperative agreements and contract bids).
- (d) eCivis will determine the number of draft document reviews allowed on a per-project basis based on the application submission deadline, the timely receipt of information from the client, and the timeframe between the flow of requested information and the document's development. In some instances, there may only be time for two draft reviews (first and final). eCivis will make this decision, if and when needed. All parties are expected to comply.

EXHIBIT B
Timeline and Mutual Deliverables

The Client understands that Exhibit B is a template for the project work plan. While the Responsible Party will not change for any of the Deliverables, as outlined in this Exhibit B, the due date for each of the Tasks and Deliverables will be completed by eCivis and the Client following the execution of this Agreement and during an initial project kick-off meeting.

DELIVERABLES	RESPONSIBLE PARTY	DUE DATE
eCivis Tasks and Deliverables		
1	Review NOFA	eCivis
2	Request critical and expedited information from Client	eCivis
3	Review incoming information	eCivis
4	Draft document. Client is responsible for collecting feedback and providing input on draft documents. (eCivis shall provide an initial draft, and, if needed an additional draft, prior to the final document delivery)	eCivis
5	Proof/edit draft agreement and release to Client via email	eCivis
6	Review Client changes; adjust draft agreement content	eCivis
7	Proof/edit and finalize document	eCivis
8	Submit to Client via email	eCivis
9	Assist with forms	eCivis
10	Review client budget for red flags and advise	eCivis

Client Tasks and Deliverables

1	Review NOFA	Client
2	Provide critical and expedited information to eCivis. Client will do everything in its power to keep conference calls and virtual meetings from exceeding 2 hours to allow eCivis reasonable time to incorporate information and any changes if needed.	Client
3	Provide comment on draft document. Client is responsible for coordinating information and submitting information expeditiously to provide eCivis with reasonable time to incorporate relevant information into the draft and final document.	Client
4	Conduct Final review of document and submit to appropriate funding agency	Client

Timeline

1	Upon the receipt of an executed Agreement by Client, eCivis will issue invitation to its secure document sharing application, and Client will upload pertinent and critically needed documents.	Client
2	Completion of all standard forms (if applicable)	eCivis
3	1st draft	eCivis
4	Budget review	eCivis
5	Final draft	eCivis
6	Final Client management review and approval	Client
7	Submission of final document package	Client

CITY OF WEST BRANCH
COUNCIL ACTION REPORT

MEETING DATE: April 22, 2013

AGENDA ITEM: 7a

DATE PREPARED: May 6, 2013

STAFF LIAISON: Matt Muckler, City Administrator

ACTION TITLE: City Engineer Dave Schechinger, PE, and City Attorney Kevin Olson will brief the West Branch City Council on the potential formation of a stormwater utility for the City of West Branch. Discussion Only.

WORKSHOP SPECIAL CONSENT NON-CONSENT TABLED PUBLIC HEARING

PROJECT DESCRIPTION:*

Stormwater runoff is rainfall or snowmelt that flows from saturated permeable surfaces like roofs and paved driveways, sidewalks, parking lots and streets. Stormwater runoff creates drainage and flooding problems, making sump pumps work hard. Stormwater runoff often picks-up pollutants such as oils, grease, fertilizers, pesticides, litter and metals. Stormwater runoff is collected and conveyed through ditches, culverts, intakes, catch basins and storm sewers directly into creeks, streams, lakes and rivers without being treated to remove pollutants.

A number of municipalities in the United States have established stormwater utilities to fund their stormwater management programs and facilities. Some of the communities in Iowa include Ames, Bettendorf, Boone, Burlington, Carroll, Clive, Coralville, Des Moines, Dubuque, Iowa City, Norwalk, Sioux City, Windsor Heights and West Des Moines.

Property owners are charged stormwater management fees based on the total impervious surface area on the property. Each 2,973 square feet of impervious surface area is one Equivalent Residential Unit (ERU). The stormwater management fee system is based on the total impervious surface area divided by one ERU. All single-family dwelling properties are charged the fee for one ERU. Commercial properties with greater than one ERU of impervious surface area are charged for the total ERUs rounded up to the nearest ERU.

RECOMMENDATIONS:

City Council may wish to refer development of a stormwater utility to the Planning & Zoning Commission.

ATTACHMENTS:

Business Record article, "More Central Iowa Cities Form Stormwater Utilities"
Iowa City Stormwater Utility Press Release
Iowa City Stormwater Utility Ordinance
Waukee Stormwater Utility Flyer
Waukee Stormwater Utility Ordinance
Coralville Stormwater Utility Ordinance

*Information provided in the "Project Description" section is taken from the document entitled "Stormwater Utility – Answers to Frequently Asked Questions" produced by the City of Waukee, IA.

Cost Summary

The following table lists the manhole rehabilitation and sewer rehabilitation

**Table 4.6 Wastewater Collection System Rehabilitation
Estimated Cost Summary – Phase 1**

Manhole Rehabilitation

Description	Units	Estimated Quantity	Unit Price	Extended Price
Line Manhole	VF	44	\$175.00	\$7,700.00
Remove and Replace Chimney	Ea	1	\$700.00	\$700.00
Remove and Replace Cone	Ea	1	\$2,250.00	\$2,250.00
Remove and Replace Manhole	Ea	1	\$25,000.00	\$25,000.00
Replace Cover and Frame	Ea	15	\$800.00	\$12,000.00
Install New Manhole	Ea	2	\$10,000.00	\$20,000.00
Chimney Seal	Ea	39	\$700.00	\$27,300.00
Grout Manhole	Ea	22	\$900.00	\$19,800.00
Seeding	Ac	1	\$1,000.00	\$1,000.00
Remove and Replace Street HMA	SY	100	\$110.00	\$11,000.00
Insert Hole Plugs in Manhole Lids	Ea.	20	\$25.00	500.00
Manhole Rehabilitation Total				\$127,250.00

Sewer Main & Service Rehabilitation

Description	Unit	Estimated Quantity	Unit Price	Extended Price
Cleaning Sanitary Sewer Mains	LF	9,940	\$1.00	\$9,940.00
Televising Sanitary Sewer Mains	LF	19,880	\$1.00	\$19,880.00
Open Cut Repairs	Ea	7	\$2,500.00	\$17,500.00
Open Cut Repairs	LF	440	\$120	\$52,800.00
8" Cured-in-place Pipe Lining of Sanitary Sewer	LF	3,353	\$25.00	\$83,375.00
Reinstate Services	Ea	77	\$50.00	\$3,850.00
Remove and Replace Street PCC	SY	1,000	\$50	\$50,000.00
Air Test Joints	Ea	1,300	\$35	\$45,500.00
Grout Joints	Ea	1,040	\$20	\$20,800.00
Grout Service Connections	Ea	36	400	14,400.00
Sewer Main & Service Rehabilitation Total				\$318,045.00

Subtotal	\$445,295.00
10% Contingency	\$44,530.00
Estimated Construction Cost	\$489,825.00
10% Engineering	\$48,980.00
Phase 1 - Total Project Cost	\$538,805.00

**Table 4.6 Wastewater Collection System Rehabilitation
Estimated Cost Summary – Phase 1**

Manhole Rehabilitation

Description	Units	Estimated Quantity	Unit Price	Extended Price
Line Manhole	VF	44	\$175.00	\$ 7,700.00
Remove and Replace Chimney	Ea	1	\$700.00	\$ 700.00
Remove and Replace Cone	Ea	0	\$2,250.00	\$ -
Remove and Replace Manhole	Ea	0	\$25,000.00	\$ -
Replace Cover and Frame	Ea	15	\$800.00	\$ 12,000.00
Install New Manhole	Ea	0	\$10,000.00	\$ -
Chimney Seal	Ea	39	\$700.00	\$ 27,300.00
Grout Manhole	Ea	22	\$900.00	\$ 19,800.00
Seeding	Ac	1	\$1,000.00	\$ 1,000.00
Remove and Replace Street HMA	SY	100	\$110.00	\$ 11,000.00
Insert Hole Plugs in Manhole Lids	Ea.	20	\$25.00	\$ 500.00
Manhole Rehabilitation Total				\$ 80,000.00

Sewer Main & Service Rehabilitation

Description	Unit	Estimated Quantity	Unit Price	Extended Price
Cleaning Sanitary Sewer Mains	LF	9,940	\$1.00	\$ 9,940.00
Televising Sanitary Sewer Mains	LF	19,880	\$1.00	\$ 19,880.00
Open Cut Repairs	Ea	0	\$2,500.00	\$ -
Open Cut Repairs	LF	0	\$120	\$ -
8" Cured-in-place Pipe Lining of Sanitary Sewer	LF	3,353	\$25.00	\$ 83,825.00
Reinstate Services	Ea	77	\$50.00	\$ 3,850.00
Remove and Replace Street PCC	SY	0	\$50	\$ -
Air Test Joints	Ea	1,300	\$35	\$ 45,500.00
Grout Joints	Ea	1,040	\$20	\$ 20,800.00
Grout Service Connections	Ea	36	400	\$ 14,400.00
Sewer Main & Service Rehabilitation Total				\$ 198,195.00

	Subtotal	\$	278,195.00
	10% Contingency		\$27,819.00
	Estimated Construction Cost		\$306,014.00
	10% Engineering		\$30,600.00
	Phase 1 - Project Cost		\$336,614.00

Design

	Hrs			
Plans	40	\$	60.00	\$ 2,400.00
Specifications	40	\$	115.00	\$ 4,600.00
Bidding	20	\$	115.00	\$ 2,300.00
			Subtotal	\$ 9,300.00

General Services

Precon/Pay Estimates/etc.	30	\$	115.00	\$ 3,450.00
			Subtotal	\$ 3,450.00

Construction Observation

	Hrs	Hourly Rate	Cost	
Manhole repairs	120	\$ 65.00	\$ 7,800.00	
Lining	40	\$ 65.00	\$ 2,600.00	
Grouting	80	\$ 65.00	\$ 5,200.00	
Surface Restoration	40	\$ 65.00	\$ 2,600.00	
			Subtotal	\$ 18,200.00
			Total	\$ 30,950.00

RESOLUTION 1111

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT FOR WEST BRANCH SANITARY SEWER REHABILITATION – AREA 1 WITH VEENSTRA & KIMM, INC. IN AN AMOUNT NOT TO EXCEED \$30,950.

WHEREAS, the City Council of the City of West Branch has identified and is in the process of implementing a comprehensive approach to improving the City's wastewater system; and

WHEREAS, in July of 2011, the City Council approved the first phase of the City's inflow & infiltration (I & I) study to identify manholes and sections of the wastewater collection system that need to be repaired or replaced; and

WHEREAS, point repairs to the first phase of the I & I Study are underway; and

WHEREAS, it is now necessary to make lining and grouting repairs in the initial study area; and

WHEREAS, Veenstra & Kimm, Inc has prepared an agreement to perform design, general services and construction observation services which has been reviewed by the city attorney and now requires the approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned engineering services agreement be and the same is hereby approved. Further, the Mayor and City Clerk are directed to execute said agreement on behalf of the City.

Passed and approved this 6th day of May, 2013.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

ENGINEERING SERVICES AGREEMENT

WEST BRANCH, IOWA SANITARY SYSTEM REHABILITATION - AREA 1

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the CITY OF WEST BRANCH, IOWA, hereinafter referred to as the "Owner" or "City," party of the first part, and VEENSTRA & KIMM, INC., a corporation organized and existing under the laws of the State of Iowa, party of the second part, hereinafter referred to as the "Engineers,"

WITNESSETH: THAT WHEREAS, the City is now contemplating the repair and rehabilitation of the City's sanitary sewer system at certain locations, with said improvements hereinafter referred to as the "Project," and

WHEREAS, the City desires to retain the Engineers to provide engineering services on the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City does hereby retain and employ the Engineers to act for and represent it in engineering matters involved in the Project. Such contract of employment shall be subject to the following terms, conditions and stipulations, to wit:

1. SCOPE OF PROJECT. It is understood and agreed that the Project shall be referred to as Sanitary System Rehabilitation - Phase 1. The scope of the Project includes the following improvements:
 - a. Rehabilitation of the sanitary sewer and manholes located in Area 1. Area 1 contains the northwest and east areas of the City.
 - b. Rehabilitation includes sewer main cleaning, televising, lining, manhole lining, manhole repairs, and other rehabilitation techniques.
 - c. The Project does not include the rehabilitation of private sewer services located outside the right-of-way.
2. DESIGN SURVEYS. The Engineers shall use aerial photography for the development of plans. The Engineers shall make topographic surveys as necessary for the design of open cut repairs that require more accurate and

detailed survey. Any survey information will be for the design of this project and will not be considered a legal property survey. Existing survey pins will be used to establish baseline conditions.

3. DESIGN CONFERENCES AND REPORTS. The Engineers shall attend such design conferences with the Owner as may be necessary to make decisions as to the details of design of the Project. The Engineers shall make periodic progress reports to the City Council, as necessary.
4. REGULATORY REQUIREMENTS. The design, and plans and specifications shall comply with the requirements of all applicable regulatory agencies including, but not limited to, the Iowa Department of Natural Resources and Department of Transportation.
5. PLANS AND SPECIFICATIONS. The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The plans and specifications set forth all the details required for the construction of the improvements. The specifications will indicate the quality standards for the materials to be used and will, in general, set forth the requirements of the City and the governmental agencies as to the standards for workmanship. Two (2) sets of final plans and specifications shall be submitted to the Owner.
6. ESTIMATE OF COST. The Engineers shall prepare an estimate of cost for the construction contract. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineers shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.
7. PERMITS AND APPROVALS. The Engineers shall assist the City in obtaining all of the necessary approvals and permits for construction of the Project. The Engineers shall prepare all necessary permit and approval application documents and submit the documents to the appropriate state agencies. Services by the Engineers shall include providing necessary information and responding to requests for information from agencies for which construction permits or approvals are required for the Project. The Owner shall pay for all licenses and other costs associated with permits and licenses and said costs shall not be charged against the Engineer's fee set forth hereinafter.

8. ADVERTISEMENT FOR BIDS. The Engineers shall assist in the preparation of notice to bidders and shall provide plans and specifications to bidders for contract letting.
9. COST OF PLANS AND SPECIFICATIONS. The Owner shall compensate the Engineers for the actual costs of the plans and specifications provided to contractors, plan rooms, and suppliers during project bidding. The costs of plans and specifications shall be separate from the fee provisions under “15 COMPENSATION”
10. BID OPENING AND AWARD OF CONTRACT. The Engineers shall provide services to assist in the bid letting process, and shall prepare a tabulation of bids for the Owner and shall advise the Owner in making award of contract. After award of contract is made, the Engineers shall assist in the preparation of the necessary contract documents. During the bidding phase, the Engineers shall advise the Owner of the responsiveness of each proposal submitted. The Engineers shall not be responsible for advising the Owner as to the responsibility of any bidder.
11. PRECONSTRUCTION CONFERENCE. The Engineers shall conduct a preconstruction conference following award of the construction contract. Said conference to be attended by representatives of the Owner, the Engineers, Contractor and utility companies affected by the Project. At this conference a detailed construction schedule will be determined.
12. GENERAL SERVICES DURING CONSTRUCTION. The Engineers shall provide general services during construction including, but not limited to, the following:
 - a. Consult with and advise Owner.
 - b. Coordinate work of testing laboratories.
 - c. Assist in interpretation of plans and specifications.
 - d. Review drawings and data of manufacturers.
 - e. Process and certify payment estimates of the Contractor to Owner.
 - f. Prepare and process necessary change orders or modifications to the construction contract.

- g. Make routine and special trips to the Project site as required.
- h. Make final reviews after construction contracts are completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the Engineers, the work on the contracts has been substantially completed.

13. **RESIDENT REVIEW SERVICES.** Resident review services are understood to include the detailed observation and review of the work of the contractor and materials for substantial compliance with the plans and specifications.

The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods as may be reasonably required to observe and review the construction work. The personnel assigned and the period of such assignment shall be subject to the agreement of the parties hereto.

14. **RECORDS AND REPORTS.** After completion of construction, the Engineers shall provide the City with two (2) complete sets of plans showing final construction. Information on details determined in the field during construction will be incorporated on the final plans in accordance with information furnished by the resident engineer and/or inspector, the City and the contractor. As built drawings are based on the best available information and are not verified for accuracy.

15. **COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:

- a. The fee for design services, design conferences and preparation of the plans and specifications for the Project shall be the lump sum fee of Nine Thousand Three Hundred Dollars (\$9,300).
- b. The total fee for general services during construction and final review of the Project shall be the lump sum fee of Three Thousand Four Hundred Fifty Dollars (\$3,450).
- c. The total fee for resident review for the Project shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The total fee for resident review services shall not exceed the sum of Eighteen Thousand Two Hundred Dollars (\$18,200) based on providing 280 hours of resident review services at \$65/hour.

- d. The total fee for all engineering services for the Project shall not exceed the sum of Thirty Thousand Nine Hundred Fifty Dollars (\$30,950).
16. PAYMENT. The fees shall be due and payable as follows:
 - a. For design, preparation of plans and specifications and general services during construction and final review, the fee shall be due and payable monthly based on that proportion of the fee which the Engineers have completed as of the time of the applicable billing.
 - b. For resident review, the fee shall be due and payable monthly.
 17. LEGAL SERVICES. The Owner shall provide the services of the City Attorney in legal matters pertaining to the Project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
 18. SERVICES NOT INCLUDED. The above-stated fees do not include compensation for the following items:
 - a. If, after the report is completed and approved by the City, the Engineers are requested to change plans and specifications because of changes made by the City, the Engineers shall receive additional compensation for such changes which shall be based upon standard hourly fees plus expenses for personnel engaged in performance of the work associated with making the required changes.
 - b. Soil borings, soil testing and contaminated soil investigations are not included in this Agreement.
 - c. Environmental studies and wetland determinations are not included in this Agreement.
 - d. Engineering services related to litigation associated with construction claims are not included in this Agreement.
 - e. Topographic survey beyond that previously identified in the scope of work is not included in this Agreement.
 - f. Legal surveys to identify property boundaries are not included in this Agreement.

19. **CHANGES AND EXTRA WORK.** The above-stated fees cover the specific services as outlined in this Agreement. If the City requires additional services of the Engineers in connection with the Project, the Engineers shall receive additional compensation for changes which shall be based upon the standard hourly fees plus expenses of the personnel engaged in the performance of the work.

The method of compensation for authorized Extra Work shall be mutually agreed upon between the City and Engineers at the time the work shall be authorized by the City.

20. **TIME OF COMPLETION.** The City desires to initiate the design by late spring of 2013. The City desires to construct the project in the summer and fall of 2013. The Engineers shall proceed with their work according to this schedule. The Engineers shall not be responsible for delays in approval or other actions by governmental agencies which may delay the completion date.

21. **INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the Owner harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

22. **INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability	\$ 500,000
Automobile Liability	500,000
Excess Liability (Umbrella)*	1,000,000
Workers' Compensation, Statutory Benefits Coverage B*	100,000
Professional Liability	1,000,000

*The Owner is not to be named as an additional insured.

- 23. TERMINATION. The City reserves the right to terminate service included in this Agreement and any or all such services may be canceled by the City upon twenty (20) days written notice by the City. The City shall compensate the Engineers for all such services performed from the date of the written notice to proceed, to and including the date that the Engineers receive the written notice of termination. Such compensation shall include the proportionate part of the fee based on actual cost to the Engineers to and including said date of receiving the written notice of cancellation plus an additional ten (10) percent of the amount of the proportionate fee so determined for services.
- 24. ASSISTANTS AND CONSULTANTS. It is understood and agreed that the employment of the Engineers by the Owner for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants and consultants as they deem proper in the performance of the work.
- 25. ASSIGNMENT. This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

WEST BRANCH, IOWA

ATTEST:

By _____
Mayor

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By _____
Project Manager

By _____

LAMARCA & LANDRY, P.C.
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More Central Iowa cities form stormwater utilities

BY JOE GARDYASZ
Senior Staff Writer

As the state dries out from one of its soggiest summers on record, a growing number of Central Iowa communities are imposing fees on businesses and residents to foot the cost of building and maintaining stormwater infrastructure.

A majority of Greater Des Moines cities now assess stormwater utility fees, and among those that don't, at least a few are considering doing so. Though record rainfall exacerbated many cities' stormwater problems, a flood of federal clean-water regulations are also driving the trend, officials say.

The city of Urbandale, for instance, began collecting stormwater fees at the beginning of this year. Indianola is in the final stages of approving a stormwater utility that would be effective Jan. 1. Johnston's city council is currently considering a stormwater ordinance as well. Altoona has also approved a stormwater utility that will begin collecting fees on Jan. 1.

"There are so many regulations for storm water, and they've gotten so much more strict, we felt they should be paid for on a direct-cost basis and not through property taxes," said Altoona Mayor Tim Burget. And like many cities in Iowa, Altoona has battled flooding from unusually heavy rains in the past few years.

As communities grow, they often experience more stormwater runoff problems due to their increasing impervious surface areas.

"I think it's as much a fairness issue," Burget said. "Let the areas creating the cost help pay for fixing the problem."

Most homeowners in Altoona will pay a monthly fee of \$3 in the first year, which will increase in 50-cent steps in each of the next four years to \$5. By comparison, Altoona's largest commercial property, Prairie Meadows Racetrack and Casino, will be assessed a total of nearly \$34,000 next year, part of approximately \$400,000 the city estimates it will collect in 2011.

On the back burner

Stormwater utilities provide a mechanism for cities to pay for stormwater infrastructure improvements by assessing property owners based on the amount of surface area they have that creates runoff. Typically, a city will calculate the average residence's square footage of roof and concrete surfaces that don't absorb rainwater and use that equivalent residential unit (ERU) to assess homeowners and businesses. Many cities assume an average of one ERU per residence, and for commercial properties apply a rate to the the actual square footage of impervious surfaces divided by the square footage of the average residential lot.



Greater Des Moines stormwater utilities status

City	Date formed	s.f./ERU	Res'l rate	Comm'l rate *
Altoona	January 2011	4,000	\$3	\$3
Ankeny	July 2009	4,000	\$4	\$3
Bondurant	July 2010	2,450	\$2.50	\$2.50
Carlisle	None			
Clive	November 2005	3,667	\$5	\$5
Des Moines	July 2003	2,349	\$7.87	\$7.87
Grimes	None			
Indianola	January 2011	3,400	\$2	\$2
Johnston	Considering			
Norwalk	May 2008	3,000	\$7.50	\$7.50
Pleasant Hill	None			
Polk City	None			
Urbandale	July 2010	3,200	\$1.50	\$1.50
Waukee	July 2006	2,973	\$4.25	\$4.25
West Des Moines	June 2006	4,000	\$4.25	\$4.25
Windsor Heights	2004	n/a	\$4.25	\$29.75 - \$340 **

* Monthly rate per ERU ** Flat monthly fee based on four size categories of properties. Source: City Public Works Departments

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Iowa communities are "a little behind" other states' efforts to establish stormwater utilities, said Pat Sauer, stormwater services coordinator for the Iowa Association of Municipal Utilities.

"I would say storm water has been on the back burner for too long for most cities," Sauer said. She estimates that 26 cities in the state have established stormwater utilities.

Pleasant Hill is among a handful of Greater Des Moines cities that have not instituted a stormwater utility. Russ Paul, the city's stormwater coordinator, said he has broached the topic with the city council, "but the current council is showing no real interest." Paul, whose position was created two years ago as part of Pleasant Hill's streets and utilities department, said he believes a stormwater utility is going to be a necessity for every community.

"As (federal stormwater regulations) get more restrictive, there has to be a way to fund someone to take control of the projects," he said. "It's really an unfunded mandate from the federal government."

Des Moines, among the first cities in the state to create a stormwater utility following the Floods of 1993, will collect about \$14.6 million in stormwater utility revenues this year and incur approximately \$6 million in costs. Having a stormwater utility has been essential to the city's ability to mitigate potential flooding damage, said Bill Stowe, Des Moines public works director.

"If we as a city had to rely on general obligation bonds or the general fund and didn't have a stormwater utility, we would be competing with a number of other priorities," he said. "This makes very apparent the tie to funding and improvements in protection."

Des Moines' monthly fee, currently \$7.87 per ERU, is scheduled to increase by 8 percent on Jan. 1 to \$8.50 per ERU, the highest of any city in the metro area. Earlier this year, the city issued \$19.1 million in stormwater revenue bonds, which are repaid with future revenues from the fees.

"There's no question that there are a number of federal clean water requirements that drive this," Stowe said. "But also a significant portion of it is not only water quality but also water quantity. We're a low-lying city at the confluence of two rivers in a significant watershed, so flood protection is a primary piece."

The Des Moines City Council is likely to consider a further increase within the next year, Stowe said. "We're in the process of trying to come up with the appropriate rate increase," he said.

Money mover

Chuck Becker, an environmental attorney with the Belin McCormick law firm in Des Moines, said the recession has contributed to more interest by cities in establishing stormwater utilities. "Overnight, cities passing these stormwater ordinances are going to find themselves in better shape financially," he said.

"It's a movement of money, but one that I think is sensible," he added. "The trick with stormwater utilities is that you have to plan ahead. A city may not need it now, but in five years it will."

About seven years ago, Becker represented the Bell Avenue Business Center in a successful appeal of those fees. The judge ruled that the business park did not receive any benefit from the city's storm sewer infrastructure because storm water drained from the property directly into Gray's Lake.

Since then, "some businesses have objected, but not to a great degree," he said. "The reason is that it's easy to see that you have to pool enough money on something like this to effectively address, just like streets in many ways."

Becker said if the U.S. Environmental Protection Agency proceeds with rules that create "drainageway districts," cities could face significant increases in regulatory costs. "But at least the cities with stormwater utilities will have the mechanisms in place to address it."

The \$500,000 Urbandale expects to collect in the first year of its program is just "making a dent" in covering stormwater project costs, said David McKay, the city's director of engineering and public works.

Altoona strives to collect half of its revenue from residences and half from commercial properties.

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Beginning in June, the City of Iowa City will begin charging a stormwater utility fee to all customers. This stormwater charge will be included in monthly water and sewer bills, and has been established by ordinance through the City Council.

Stormwater is the rainfall runoff that flows into streets, storm sewers and ditches, and is then carried directly into nearby streams and rivers. A storm water utility fee is a mechanism to fund the cost of stormwater management. Iowa City is now required to implement various programs related to stormwater quality under a new federally mandated Stormwater Permit. In the past, stormwater management focused only on handling the large quantities of water from stormwater, and the resulting flooding issues.

Under new Federal guidelines, the *quality* aspect of stormwater management has become increasingly important. The new Federal regulations focus on pollutants carried by stormwater into streams and rivers that are known to be prevalent and harmful. This new emphasis on stormwater management strives to protect and improve our valuable water resources. It also means that Iowa City must spend more money on stormwater management than it has in the past. In order to undertake these new stormwater initiatives, Iowa City was faced with the question of how to pay for such new services, without assistance from either State or Federal governments. It was determined that Iowa City would initiate a stormwater utility user fee, and not rely solely on property tax or other revenue for financing. Most surrounding communities have already implemented stormwater fees.

The utility fees will help pay for various stormwater services. Some of these services include storm sewer inspection, cleaning, maintenance/repair, public education, and administrative costs associated with stormwater management. In addition, the stormwater utility fees will pay for practices and projects to help improve water quality and reduce flooding in Iowa City. This includes funding for new storm sewer construction, separation of combined sewers, and modifications to existing troubled systems.

All single-family homes will pay the same \$2.00 monthly fee. Multi-family dwellings will pay \$1.00 monthly per unit. The fee for non-residential properties will be based on the actual impervious area and will vary for each property. An impervious area is a surface that does not allow water to soak into the ground. For example, driveways, rooftops, and parking lots are considered to be impervious areas.

The City of Iowa City is striving to improve the water quality of its creeks, streams, and river. We are also working to protect our infrastructure, businesses, and homes from damage due to flooding. This effort will be ongoing, and information will continue to be provided in order to educate and update you on this program. Additional information can be found at www.icgov.org/stormwater.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3 ENTITLED "CITY FINANCES, TAXATION & FEES," CHAPTER 4, "SCHEDULE OF FEES, RATES, CHARGES, BONDS, FINES, AND PENALTIES"; AMENDING TITLE 14 ENTITLED "UNIFIED DEVELOPMENT CODE," CHAPTER 3, "CITY UTILITIES," ARTICLE A, "GENERAL PROVISIONS," SECTION 14-3A-2, "DEFINITIONS," AND SECTION 14-3A-4, "RATES AND CHARGES FOR CITY UTILITIES" AND; AMENDING TITLE 14 ENTITLED "UNIFIED DEVELOPMENT CODE," CHAPTER 3, "CITY UTILITIES," ARTICLE G, "STORM WATER COLLECTION, DISCHARGE AND RUNOFF," TO CREATE A STORMWATER UTILITY AND ESTABLISH A STORMWATER UTILITY FEE.

WHEREAS, the City of Iowa City, since its incorporation, has constructed a stormwater infrastructure with point source and non-point source discharges into the Iowa River and the six major creeks; and

WHEREAS, the City stormwater infrastructure carries stormwater runoff either directly or indirectly from properties within the City to the Iowa River; and

WHEREAS, the Iowa River, the major creeks, and the City's stormwater infrastructure are available for stormwater and ground water discharges; and

WHEREAS, the City incurs costs to monitor, maintain, replace, and improve its stormwater infrastructure; and

WHEREAS, the City is now required to have a national pollutant discharge elimination system (NPDES) permit to operate and maintain its stormwater infrastructure and to otherwise protect the waters of the Iowa River and the six major creeks; and

WHEREAS, the City has identified an ongoing need to fund water quality improvements in streams, creeks, and ditches within the city as well as the need to fund improvements for maintaining and improving water quality and to mitigate and prevent flooding from stormwater runoff into City-owned storm sewers; and

WHEREAS, current and pending Federal and State regulations require the City to take additional affirmative steps in such areas as public education, public improvements, detection of illicit discharge in stormwater systems, construction of site runoff control, stormwater management, and pollution prevention programs to address water quality issues and flood control, which additional activities will create additional funding obligations for such mandated services; and

WHEREAS, pursuant to Chapter 388, Code of Iowa (2001), the City is authorized to establish City utilities including a stormwater drainage system utility; and

WHEREAS, the City now desires through this ordinance to create a stormwater drainage system utility and establish authority to implement and enforce user fees.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IOWA CITY, IOWA:

SECTION I. AMENDMENT. Title 3, Chapter 4, entitled "Schedule of Fees, Rates, Charges, Bonds, Fines, and Penalties" is hereby amended by:

- a. Renumbering Section 3-4-8 to Section 3-4-9.
- b. Renumbering Section 3-4-7 to Section 3-4-8.
- c. Renumbering Section 3-4-6 to Section 3-4-7.
- d. Adding a new Section 3-4-6 as follows:

3-4-6: **STORM WATER UTILITY FEE**

Description of Fees, Charge, Bond Fine or Penalty :

Stormwater Utility Fee. Users include all users owning or occupying developed property in the city of Iowa City.

Amount of Fee, Charge, Bond, Fine, or Penalty:

One Equivalent Residential Unit (ERU) = \$2.00

SECTION II. AMENDMENT. Title 14, Chapter 3, Article A, entitled "General Provisions" of the City Code is hereby amended by:

a. Repealing the Subsection entitled "City Utilities, City Utility Services" in Section 14-3A-2 and substituting the following in lieu thereof:

City Utilities, City Utility Services: The providing of water, wastewater, stormwater drainage, and/or solid waste services to persons who are obligated to pay for said services.

- b. Adding a subsection entitled "Stormwater Drainage" in Section 14-3A-2 as follows:

Stormwater Drainage: Stormwater, ground water, and spent water discharged to the City's stormwater infrastructure.

- c. Repealing Subsection 14-3A-4(A)(2) and substituting the following in lieu thereof:

2. All contributors or users owning or occupying property in the city of Iowa City shall be charged for the service used. In addition, a fee shall be charged to all account holders for operation, maintenance, and improvements to the City's stormwater infrastructure utility. The City shall review the user charge system and revise user charge rates as necessary to ensure that the system generates adequate revenues to pay the costs of operation and maintenance, necessary expansion and debt service, and that the system continues to provide for the uniform distribution of operation and maintenance among all users. The City will annually notify all users, in conjunction with a regular bill, of the stormwater utility charges and that portion of the user's bill attributable to stormwater management services. Such rates and charges shall be in the amounts set forth in the schedule of fees, Title 3, Chapter 4 of this Code.

SECTION III. That Title 14, Chapter 3, City Utilities, Article G of the Code of Ordinances of the City of Iowa City, Iowa is hereby amended by adding the following Section 14-3G-10, entitled "Stormwater Utility and Stormwater Utility Fee":

14-3G-10 STORMWATER UTILITY & STORMWATER UTILITY FEE

A. Purpose. It is determined and declared to be necessary and to lead or contribute to a result conducive to the protection of the public health, safety, welfare, and compliance with federal regulation, that a stormwater management utility district be established within the city. It is further determined and declared to be necessary and conducive to the protection of the public health, welfare, and safety of the city and its residents that charges be levied upon and collected from the owners or occupants of all developed lots, parcels or real estate, and buildings that discharge stormwater or surface or subsurface waters, directly or indirectly, to the city stormwater drainage system, and that the proceeds of such charges so derived be used for the purposes of management of storm water runoff quantity and quality, construction, operation, maintenance, repair, replacement and debt service for construction of the stormwater drainage, flood protection and stormwater quality improvements comprising the stormwater utility.

B. Definitions. As used in this Section, the following definitions shall apply:

City: City of Iowa City

Developed Property: Property upon which a structure or impervious surface has been placed or constructed, thus increasing the amount of rainwater or surface water runoff.

Director: The Public Works Director or designee.

Drainage Course: A shallow narrow grassed or paved overland route, either natural or constructed, over which water passes.

Dwelling Unit: A singular unit or apartment providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.

Equivalent Residential Unit (ERU): The average impervious area of a single family residential property located within the city as periodically determined and established as provided in this Section.

ERU Rate: The dollar value periodically determined and assigned to each ERU as a charge for stormwater management services, and expressed as \$X.XX per ERU.

Exempt Property: Public streets, alleys and sidewalks; all University of Iowa properties; all undeveloped properties.

Ground Water: Water beneath the surface of the earth which is not bound to soil particles.

Impervious Area: The number of square feet of hard-surfaced areas which either prevent or resist the entry of water into soil mantle, as it entered under natural conditions as undeveloped property, and/or cause water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions as undeveloped property, including but not limited to roofs, roof extensions, patios, porches, driveways, sidewalks, pavement, athletic courts, and semi-impervious surfaces such as gravel which are used as driveways or parking lots.

Multi-family Residential Property: Residential structures designed with two or more dwelling units to accommodate two or more families or groups of individuals living separately and not sharing the same living space.

Non-Point Source Discharge: Water discharged from the earth's surface to a drainage course or water course.

Non-residential Property: Any developed lot not exclusively residential, including but not limited to, transient rentals, commercial, institutional, churches, hospitals, governmental properties and parking lots, and multi-use properties incorporating residential uses.

Point Source Discharge: Water discharged to the earth's surface through a pipe, conduit, tube, duct, channel or pumping facility.

Single-Family Residential Property: A detached residential structure designed as a single dwelling unit to accommodate one family or group of individuals living together and sharing the same living space, but excluding multi-use properties which include single-family residential uses.

Stormwater Drainage System District: The area served by the stormwater utility.

Stormwater Infrastructure: The entire constructed and natural stormwater and ground water drainage system within the City limits of Iowa City.

Stormwater Management: The tasks required to control stormwater runoff to protect the health, safety, and welfare of the public, and comply with state and federal regulations. It includes but is not limited to street sweeping, erosion control, stormwater basin improvements and maintenance, culvert and storm sewer maintenance, stormwater management planning and related public education.

Stormwater Utility: The utility established under this Section for the purpose of managing stormwater and imposing charges for the recovery of costs connected with such stormwater management.

Surface Water: Stormwater, ground water, and spent water received by the earth's surface.

Undeveloped Property: A parcel that has no impervious area.

User: The owner and/or occupant of any developed property within the limits of Iowa City.

Water Course: A natural overland route through which water passes, including drainage courses, streams, creeks, and rivers.

- C. District. The entire City is hereby organized into one stormwater utility district.
- D. Powers and Duties. The City shall have the following powers, duties, and responsibilities with respect to the Stormwater Utility:
1. Prepare ordinances as needed to implement this division and forward the ordinances to the City Council for consideration and adoption, and adopt such regulations and procedures as are required to implement this division and carry out its duties and responsibilities.
 2. Administer the design, construction, maintenance and operation of the utility system, including capital improvements designated in the comprehensive drainage plan.
 3. Acquire, construct, lease, own, operate, maintain, extend, expand, replace, clean, dredge, repair, conduct, manage, and finance such facilities, operations, and activities, as are deemed by the City to be proper and reasonably necessary for a system of storm and surface water management. These facilities may include, but are not limited to, surface and underground drainage facilities, storm sewers, watercourses, ponds, ditches, and such other facilities relating to collection, runoff, and retention as will support a stormwater management system, whether such facilities are owned and operated directly by the City or are provided under statutory or contractual provisions and furnishings of which facilities create or impose a cost or charge upon the City for the service afforded by such facilities.
 4. The City shall separately account for the stormwater utility finances. The stormwater utility shall prepare an annual budget, which is to include all operation and maintenance costs, costs of borrowing, and other costs related to the operation of the stormwater utility. The budget is subject to approval by the City Council. Any excess of revenues over expenditures in a year shall be retained in a segregated fund, which shall be used for stormwater utility expenses in subsequent years. Stormwater utility fees collected shall be deposited in the stormwater enterprise fund and shall be used for no other purpose.
- E. Establishment of Equivalent Residential Unit (ERU) rate and stormwater utility charge.
1. For purposes of this article, an ERU shall be equivalent to 3,129 square feet of impervious area.
 2. Except as provided in this article, every user owning or occupying property that is not exempt property in the City of Iowa City shall pay to City a stormwater utility charge as determined in this article. In the event the owner and the occupant of a particular property are not the same the liability for payment of the stormwater management charge attributable to that property shall be joint and several as to the owner and occupant.
 3. The ERU rate to be applied to properties shall be as defined in §3-4-6 of the City Code.
 4. The monies derived from the stormwater utility charge shall be used solely for the operation and maintenance of the City wide stormwater infrastructure and related water quality programs.
- F. Determination of stormwater utility charge
1. The stormwater utility charge for single-family residential properties shall be 100% of the ERU rate per month. As to these properties, the stormwater utility charge shall commence upon the earlier of the following:
 - a. The issuance of a certificate of occupancy;
 - b. 90 days after construction is halted, provided construction is at least 50% complete; or

- c. 90 days after construction is completed, even if a certificate of occupancy has not been issued for the residence.
 2. For multi-family residential properties the stormwater utility charge shall be 50% of the ERU rate multiplied by the number of individual dwelling units existing on the property. As to these properties, the stormwater utility charge shall commence upon the earlier of the following:
 - a. The issuance of a certificate of occupancy;
 - b. 90 days after construction is halted, provided construction is at least 50% complete; or
 - c. 90 days after construction is completed, even if a certificate of occupancy has not been issued for the residence.
 3. For non-residential property, the stormwater utility charge shall be a base rate of one ERU rate, plus \$0.75 multiplied by the numerical factor obtained by dividing the total impervious area of the particular property by the number of square feet in one ERU. As to these properties, the stormwater utility charge shall commence upon the earlier of the following:
 - a. The issuance of a certificate of occupancy;
 - b. 90 days after construction is halted, provided construction is at least 50% complete; or
 - c. 90 days after construction is completed, even if a certificate of occupancy has not been issued for the residence.

G. Appeals.

1. An owner or occupant of a multi-family residential property aggrieved by the initial or any subsequent calculation of the number of dwelling units upon or in such property, calculation of the stormwater utility charge, or allocation of such charge among occupants, may appeal such calculations and allocation to the director. Upon such appeal, the stormwater utility charge for such property may be recalculated utilizing information supplied by the appealing owner or occupant, provided such information is verified as correct by the director.
2. An owner or occupant of non-residential property aggrieved by the initial or any subsequent determination of the total impervious area of such property, calculation of the stormwater utility charge for such property, or allocation of such charge among occupants, may appeal such calculations and allocation to the director. Upon such appeal, the stormwater utility charge for such property may be recalculated utilizing information supplied by the appealing owner or occupant, provided such information is verified as correct by the director.
3. Any adjustment of the stormwater utility charge resulting from such appeal shall be retroactive to the date the appeal was filed.
4. Appeals by the owners or occupants of property subject to stormwater utility charges shall include a statement of the number of dwelling units, total property area, and/or total impervious area, as appropriate for the particular grounds for appeal. Such information may be shown on the stormwater utility reporting forms or on appeal forms, and may be accompanied by plats, County Assessor's records, or survey data. The director may request additional information from the appealing party. Based upon the information provided by the utility and appealing party, the director shall make a final calculation of the stormwater utility charge. The director shall notify the parties, in writing, of the director's decision within 90 days after receipt of the appeal. If still aggrieved, a party may request, in writing, a review by the City Manager of the director's decision. Such request must be filed with the City Manager within 30 days after the director's decision, shall cite the specific error by the director, and shall include the calculation of stormwater utility charge which the appealing party believes to be correct. The City Manager shall review the record presented and render a written decision within 30 days after receipt of the request for review. The City Manager may request additional information from the director or the appealing party. If still aggrieved, a party may request review of the City Manager's decision by the City Council in the same manner as above, provided for review by the City Manager. The filing of an appeal shall not excuse the payment of the stormwater utility charge when due. However, the City shall refund any portion of the charge paid subsequent to the filing of the appeal which is adjudged to be excessive, with interest at the rate provided by law.

H. Credits.

1. Non-residential properties that obtain a National Pollutant Discharge Elimination System (NPDES) industrial stormwater permit from the Iowa Department of Natural Resources (IDNR) are eligible for a 50% reduction in their monthly stormwater utility bill.
2. Proof of the NPDES permit must be submitted to the Director and approved prior to the establishment of the credit.
3. The City or Director reserve the right to verify the permit compliance and to inspect the facilities at any time.

I. Billing procedures, delinquent accounts and collection procedures.

1. The charges established hereunder will be billed monthly to customers in the Iowa City stormwater utility district.
2. Collection and delinquent account procedures shall be as in §14-3A-6 of the City Code.

SECTION IV. REPEALER. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION V. SEVERABILITY. If any section, provision or part of the Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION VI. EFFECTIVE DATE. This Ordinance shall be in effect after its final passage, approval and publication.

Passed and approved this ____ day of _____, 20 ____.

MAYOR

ATTEST: _____

CITY CLERK

Approved by

City Attorney's Office

Do other cities have stormwater user-fees?

A number of municipalities in the United States have established stormwater utilities to fund their stormwater management programs and facilities. Some of the communities in Iowa include: Ames, Bettendorf, Boone, Burlington, Carroll, Clive, Coralville, Des Moines, Dubuque, Iowa City, Norwalk, Sioux City, Windsor Heights and West Des Moines. The number of stormwater utilities utilizing user-fees in the Des Moines metropolitan area is expected to increase to pay costs associated with developing stormwater management programs that comply with new federal requirements.

BILLING QUESTIONS

What is an ERU?

An ERU (equivalent residential unit) is a measure of impervious surface on a property. The City of Waukee has established one ERU as 2,973 square feet of impervious area.

How are the stormwater management fees calculated?

Property owners are charged stormwater management fees based on the total impervious surface area on the property. Each 2,973 square feet of impervious surface area is one Equivalent Residential Unit (ERU). The stormwater management fee system is based on the total impervious surface area divided by one ERU. All single-family dwelling properties are charged the fee for one ERU. Commercial properties with greater than one ERU of impervious surface area are charged for the total ERUs rounded up to the nearest ERU. Each duplex dwelling and each town home dwelling are treated as a single-family dwelling. Owners of rental properties will be responsible for payment of stormwater utility fees. An attempt has been made to create one statement for owners of multiple properties.

For example: a commercial property with 11,000 square feet of total impervious surface would be billed the equivalent stormwater management fees for four ERUs.

11,000 square feet divided by 2,973 square feet, (1 ERU) equals 3.7 ERUs.

3.7 ERUs rounded up to the nearest ERU are 4 ERUs.

4 ERUs times \$2.75/ERU equals stormwater management fees of \$11.00 per month.

If I think my bill is incorrect, what should I do?

Stormwater utility bills are based on the amount of impervious surface that is present on the property. The impervious surface is calculated from the latest aerial photographs and/or approved site plans. If you think the impervious surface area was incorrectly calculated and caused your stormwater management fees to be incorrect, you can appeal.

An appeal must be filed in writing with the City of Waukee City Administrator. In the case of service charge appeals, the appeal shall include a survey prepared by a registered Iowa land surveyor or professional engineer containing information on the total property area, the impervious surface area and any other features or conditions which influence the hydrologic response of the property to rainfall events. Prior to appealing, consider scheduling time to meet with an Engineering Department staff member to view the data used to determine the fee being charged.

Learn More

To learn more about stormwater, visit

www.waukee.org click on Public Works

If you have any questions or concerns, please call the Engineering Department

Stormwater Utility

Answers to Frequently Asked Questions



City of
Waukee
The Key to Good Living

GENERAL QUESTIONS

What is stormwater runoff and why do we need to manage it?

Stormwater runoff is rainfall or snowmelt that flows from saturated permeable surfaces like roofs and paved driveways, sidewalks, parking lots and streets. Stormwater runoff creates drainage and flooding problems, making sump pumps work hard. Stormwater runoff often picks-up pollutants such as oils, grease, fertilizers, pesticides, litter and metals. Stormwater runoff is collected and conveyed through ditches, culverts, intakes, catch basins and storm sewers directly into creeks, streams, lakes and rivers without being treated to remove pollutants.

New federal laws regulating stormwater runoff require the City of Waukee to evaluate, develop and implement a comprehensive stormwater quality management program to protect property and improve water quality.

FEDERAL MANDATE

In accordance with the federal Clean Water Act, the Iowa Department of Natural Resources (IDNR) has issued a Phase II NPDES Permit to the City of Waukee. The permit requires the City to develop and implement a comprehensive stormwater quality management program.

What is an impervious surface? And what does it have to do with stormwater?

An impervious surface is any surface area that does not readily absorb water. Because water cannot be absorbed by impervious surfaces, the water running off of impervious surfaces must be managed through well-planned, constructed and maintained stormwater facilities to prevent flooding and pollution in receiving waters.

The stormwater management fee is based on the amount of total impervious surface on your property.

Impervious surface is a good gauge of how much your property is contributing to the overall need for stormwater management facilities in the City of Waukee.

Is gravel considered an impervious surface?

Yes. It is difficult for water to soak into a packed gravel surface. Once gravel is compacted, surface water runs off it much like a paved surface. The gravel may slow the flow of water form an area, but nearly the same amount of runoff will flow from under the gravel as if the gravel was not there. Many flat roofs are covered with gravel, but they still shed the rainwater that falls on them. In addition, if cars or heavy equipment are traveling on gravel surfaces, the runoff typically carries pollutants like metals or petroleum into our waterways.

STORMWATER MANAGEMENT FEES

The stormwater management fees are based on impervious surface area on the property. An Equivalent Residential Unit (ERU) is a measure of the amount of the impervious surface area. One ERU is defined as less than or equal to 2,973 square feet of impervious surface area.

From June 25, 2006 through June 30, 2007, the stormwater management fee is \$2.75 per ERU per month. After June 30, 2007, the monthly stormwater management fee is scheduled to increase by 50 cents per ERU each year until June 30, 2010. The monthly rate beyond fiscal year 2009/2010 will be determined by resolution of City Council prior to July 1 of each year. The stormwater management fees will be billed by the Waukee Utility Billing Department.

Why do we have stormwater management fees?

The stormwater management fees raise revenues needed to fund the City of Waukee stormwater management program and facilities. This program brings the City into compliance with federal regulations and safeguards our community directly through improved inspection and maintenance of critical stormwater infrastructure and indirectly through public education and outreach programs.

The stormwater utility charges properties in the City of Waukee based on that property's contribution to the need for stormwater management and facilities.

How are the stormwater management fees different from a tax? What is a user-fee?

The stormwater management fee is a user-fee, much like the fee that you pay for your water utility or sanitary sewer utility services. Users of these services are charged for the demand they place on the system. The stormwater that flows off of your property places a demand on a vast system of stormwater infrastructure, which is costly to operate and maintain. Stormwater must be channeled through a system of ditches, culverts, intakes catch basins and pipes to discharge it into local creeks, streams lakes and rivers.

Who pays the fees?

Owners of all developed land in the City of Waukee pay the stormwater management fees. This includes residential properties, commercial properties, industrial properties, churches, schools and other non-profit organizations and federal, state, county and city governments. Undeveloped land is not charged stormwater management fees because it does not have impervious surfaces.

How is stormwater management fees used?

The stormwater management fees pay for operations and maintenance costs of the stormwater management and facilities. Some of the services tied to the stormwater management program include:

- Storm sewer system maintenance, repairs and construction
- Illicit discharge detection and elimination
- Public education and outreach
- Improving water quality

AN ORDINANCE ENACTING CHAPTER 204A TITLED “STORM WATER MANAGEMENT UTILITY” ESTABLISHING THE STORM WATER MANAGEMENT UTILITY, ESTABLISHING THE STORM WATER MANAGEMENT DISTRICT, PROVIDING FOR IT’S MANAGEMENT AND OPERATION, AND ESTABLISHING AND IMPOSING RATES; AND PROCEDURES FOR COLLECTING RATES FOR STORM WATER MANAGEMENT WITHIN THE CORPORATE LIMITS OF THE CITY OF WAUKEE, IOWA.

WHEREAS, pursuant to §384.84 Code of Iowa (2005) the City may establish a storm water drainage system utility and impose rates and charges for the operation, maintenance and extension of the Storm Water Drainage system, which in the City of Waukee shall be known as the Waukee Storm Water Management Utility; and

WHEREAS, it is the best interests of the City of Waukee that the Storm Water Management Utility be established so as to provide for the proper operation and maintenance of the utility facilities and to provide for rates for the purposes of assuring sufficient funds for the same; and

WHEREAS, the City of Waukee declares the entire area within the Corporate Limits of the City of Waukee as the Storm Water Drainage System District pursuant to §384.84(5) Code of Iowa (2005) which shall be the area governed by the Waukee Storm Water Management utility.

BE IT ORDAINED by the City Council of the City of Waukee, Iowa:

Section 1. That the Municipal Code of the City of Waukee, Iowa, 2005, is hereby amended by enacting Chapter 204A Storm Water Management Utility as follows:

§204A.1 Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. *Bonds* means revenue bonds, notes, loans or any other debt obligations issued or incurred to finance the costs of construction.
- B. *User* means any person owning, operating, or otherwise responsible for property within the city which directly or indirectly discharges stormwater or surface or subsurface waters to any portion of the stormwater management system, including direct or indirect discharges to the city's stormwater drainage system, or which is directly or indirectly protected by the city's flood protection system or stormwater drainage system. The term "user" means any person responsible for the direct or indirect discharge of stormwater or surface or subsurface waters to the city's stormwater drainage system.

- C. *Costs of construction* means costs reasonably incurred in connection with providing capital improvements to the system or any portion thereof, including but not limited to the costs of the following:
- (1) Acquisition of all property, real or personal, and all interests in connection therewith including all rights-of-way and easements therefore;
 - (2) Physical construction, installation and testing including the costs of labor, services, materials, supplies and utility services used in connection therewith;
 - (3) Architectural, engineering, legal and other professional services;
 - (4) Insurance premiums taken out and maintained during construction, to the extent not paid for by a contractor for construction and installation;
 - (5) Any taxes or other charges which become due during construction;
 - (6) Expenses incurred by the city or on its behalf with its approval in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to construction;
 - (7) Principal and interest on any bonds; and
 - (8) Miscellaneous expenses incidental thereto.
- D. *Debt service* means the amount of money necessary annually to pay the interest on outstanding debt and pay the principal of maturing bonded debt.
- E. *Director* means the city engineer as director of the stormwater management utility.
- F. *Equivalent residential unit* or *ERU* means the average impervious area of residential developed property per dwelling unit located within the city as periodically determined and established as provided in this division, which has been determined by the City to be 2,973 square feet of impervious surface area.
- G. *Operating budget* means the annual operating budget for the stormwater management utility adopted by the city council for the succeeding fiscal year.
- H. *Revenues* means all rates, fees, assessments, rentals or other charges or other income received by the utility, in connection with the management and operation of the system, including amounts received from the investment or deposit of moneys in any fund or account and any amounts contributed by the city, all as calculated in accordance with sound accounting practice.
- I. *Stormwater drainage system* means the system of publicly or privately owned or operated rivers, creeks, ditches, drainage channels, pipes, basins, street gutters,

and lakes within the city through which or into which stormwater runoff, surface water, or subsurface water is conveyed or deposited.

- J. *Stormwater management utility* or *utility* means the enterprise fund utility created by this division to operate, maintain and improve the system and for such other purposes as stated in this division.

§204A.2 Declaration of purpose; establishment of district.

- A. The city council finds, determines, and declares it to be conducive to the health, welfare, safety and convenience of the city and its residents that a stormwater management utility district be established within the city. Consequently, pursuant to I.C. § 384.84(1), a stormwater management utility district, to be known as The Waukee Stormwater Management Utility, is established, and it is ordained and declared that the property located within the City Limits of the City of Waukee shall be and constitute the stormwater management utility district, and that the utility shall comprise and include elements of the city's stormwater drainage and flood protection systems which provide for the collection, treatment and disposal of stormwater, surface water, and groundwater. It is further found, determined, and declared that the elements of the stormwater management utility are of benefit and provide services to all real properties within the incorporated city limits, including property not directly served by the stormwater drainage system, and that such benefits and services may include but are not limited to the provision of adequate systems of collection, conveyance, detention, treatment and release of stormwater; the reduction of hazard to property and life resulting from stormwater runoff and flooding; improvement in general health and welfare through reduction of undesirable stormwater conditions and flooding; and improvement to the water quality in the stormwater and surface water system and its receiving waters.
- B. It is further determined and declared to be necessary and conducive to the protection of the public health, welfare, safety and convenience of the city and its residents that charges be levied upon and collected from the owners or occupants of all lots, parcels of real estate, and buildings that discharge stormwater or surface or subsurface waters, directly or indirectly, to the city stormwater drainage system, and that the proceeds of such charges so derived be used for the purposes of operation, maintenance, repair, replacement and debt service for construction of the stormwater drainage and flood protection improvements comprising the stormwater management utility.

§204A.3 Powers, duties and responsibilities.

The stormwater management utility shall have the following powers, duties, and responsibilities:

- A. Prepare ordinances as needed to implement this division and forward the ordinances to the city council for consideration and adoption, and adopt such

regulations and procedures as are required to implement this division and carry out its duties and responsibilities.

- B. Administer the acquisition, design, construction, maintenance and operation of the utility system, including capital improvements designated in the comprehensive drainage plan.
- C. Administer and enforce this division and all ordinances, regulations and procedures adopted relating to the design, construction, maintenance, operation and alteration of the utility system, including but not limited to the quantity, quality and/or velocity of the stormwater conveyed thereby.
- D. Inspect private systems as necessary to determine the compliance of such systems with this division and any ordinances or regulations adopted pursuant to this division.
- E. Prepare and revise a comprehensive drainage and flood protection plan for periodic review and adoption by the city council.
- F. Review plans, approve or deny, inspect and accept extensions to the stormwater drainage system.
- G. Establish and enforce regulations to protect and maintain water quality within the system in compliance with water quality standards established by state, regional and/or federal agencies as adopted or amended.
- H. Annually analyze the cost of services and benefits provided, and the system and structure of fees, charges, fines and other revenues of the utility, and make recommendations regarding adjustments to such fees, charges, fines and other revenues.
- I. Prepare an annual operating budget for the utility and make recommendations regarding the financing of the cost of extending and replacing the system.

§204A.4 Organization.

The city council shall be the governing body of the stormwater management utility. The stormwater management utility shall be under the direction, management and control of the Public Works Director who shall function as its director. In that capacity, the director shall supervise the day-to-day operation of the stormwater management utility, shall enforce this division and the provisions of all ordinances and regulations adopted pursuant to this division and shall carry out the policy directives of the city council acting in its role as governing body of the stormwater management utility.

§204A.5 Stormwater Service Charges Required. Every customer whose premises is served by a connection with the stormwater management system and facilities of the City of Waukee, either directly or indirectly, shall pay to the City stormwater service charges hereinafter established and specified for the purpose of contributing towards the costs of construction,

maintenance and operation of the stormwater management system and facilities and at least sufficient to pay the principal and interest related to Bonds issued for the purpose of financing all or part of those costs, and sufficient to comply with any covenants or conditions associated with any such Bonds so issued.

§204A.6 Effective Date of Stormwater Service Charges. Stormwater service charges shall accrue beginning July 1, 2006 and shall be billed monthly thereafter to all customers.

§204A.7 Basic Rate. Except as hereinafter noted, each customer whose property lies within the corporate limits of the City shall pay to the City, as a part of the customers combined service account with the Waukee Utility Billing Department, at the same time payment for other City utilities are made, the following charges per Equivalent Residential Unit associated with the customer's property:

- A. Undeveloped. A flat storm sewer availability charge at the rate of \$0.00 per month.
- B. Residential. A storm sewer availability charge, regardless of the amount of the consumption by such customer, will be based on the following schedule:

- Fiscal Year 2005/2006 – \$2.75 per month
- Fiscal Year 2006/2007 – \$2.75 per month
- Fiscal Year 2007/2008 – \$3.25 per month
- Fiscal Year 2008/2009 – \$3.75 per month
- Fiscal Year 2009/2010 - \$4.25 per month

The monthly rate for each fiscal year beyond 2009/2010 will be determined by resolution of the City Council prior to July 1st of each year.

- C. Commercial/Industrial. A storm sewer availability charge will be based on the following schedule:

- Fiscal Year 2005/2006 – \$2.75 per ERU per month
- Fiscal Year 2006/2007 – \$2.75 per ERU per month
- Fiscal Year 2007/2008 – \$3.25 per ERU per month
- Fiscal Year 2008/2009 – \$3.75 per ERU per month
- Fiscal Year 2009/2010 - \$4.25 per ERU per month

The monthly rate for each fiscal year beyond 2009/2010 will be determined by resolution of the City Council prior to July 1st of each year.

The number of Equivalent Residential Units (ERU) on each property shall be calculated by the Engineering Department based on the most recent aerial photograph available to the City of Waukee and/or impervious surface data from an approved Site Plan for the property.

Stormwater fee billing will begin upon water meter installation.

§204A.8 Rate Appeals. Any customer who believes the provisions of this chapter have been applied in error may appeal in the following manner:

- A. An appeal must be filed in writing with the City of Waukee City Administrator. In the case of service charge appeals, the appeal shall include a survey prepared by a registered Iowa land surveyor or professional engineer containing information on the total property area, the impervious surface area and any other features or conditions which influence the hydrologic response of the property to rainfall events.
- B. Using the information provided by the appellant, the City Administrator shall conduct a technical review of the conditions on the property and respond to the appeal in writing within thirty (30) days.
- C. In response to an appeal, the City Administrator may adjust the stormwater service charge applicable to a property in conformance with the general purpose and intent of this chapter.
- D. A decision of the City Administrator which is adverse to an appellant may be further appealed to the City Council within thirty (30) days of receipt of notice of the adverse decision. Notice of the appeal shall be served on the City Council by the appellant, stating the grounds for the appeal. The City Council shall schedule a public hearing within thirty (30) days. All decisions of the City Council shall be served on the appellant by registered mail, sent to the billing address of the appellant.
- E. All decisions of the City Council shall be final.

§204A.9 Exemption From Fees; Special Conditions. In special conditions, the City Administrator of the City of Waukee may, upon a written request for an exemption of fees filed with the Utility Billing Department, grant fee payment and collection variances after determining that granting the variance would be in the City's best interest, will improve efficiency, safety and is practical. Upon granting of any variance, the City Administrator shall file notice with the City Council giving reason(s) for the variance.

§204A.10 Billing for Stormwater Service. Billing and payment for stormwater services shall be in accordance with the following:

- A. Bills Issued. The Utility Billing Department shall prepare and issue bills for stormwater service on or before the last day of the month following each monthly billing period which shall be billed on the Customers combined service account.
- B. Bills Payable. Bills for stormwater service shall be due and payable at Waukee City Hall by the twentieth (20th) of the month following the end of each monthly billing period.

- C. Late Payment Penalty. Bills not paid when due shall be considered delinquent. A late payment penalty of one and one-half percent (1 ½ %) of the amount due shall be added to each delinquent bill.
- D. Returned Checks. A fee, as set forth in the fee schedule established by the City Council of the City of Waukee, shall be charged for all checks not honored by the bank.

§204A.11 Lien for Non-Payment. The owner of the premises served and any lessee or tenant thereof shall be jointly and severally liable for stormwater service charges to the premises. Stormwater service charges remaining unpaid and delinquent shall constitute a lien upon the premises served and may be certified by the Clerk to the County Treasurer for collection in the same manner as property taxes.

§204A.12 Lien Notice. A lien for delinquent stormwater service charges shall not be certified to the County Treasurer unless prior written notice of intent to certify a lien is given to the customer. If the customer is a tenant and if the owner or landlord of the property has made a written request for notice, the notice shall also be given to the owner or landlord. The notice shall be sent to the appropriate person by ordinary mail not less than thirty (30) days prior to certification of the lien to the County Treasurer.

§204A.13 Discontinuance of Service. After giving reasonable notice, the Director of Public Works may discontinue water service to any customer who has failed to pay the amounts due and owing under this chapter and who has not contested the payment therefore in good faith.

§204A.14 Annual Revision of Rates. The City will review the stormwater service charges at least yearly and revise the stormwater service charges as necessary to ensure that such charges as herein established and specified generate adequate revenues to pay the costs of maintenance and operation (including replacement and debt service) of a stormwater management system and facilities and that the stormwater service charges continue to provide for the proportional distribution of maintenance and operation costs (including replacement costs and debt service) for a stormwater management system and facilities among the users and user classes. The liability of a stormwater service user to pay for charges as provided in this chapter shall not be contingent, however, upon any such review or revision.

June 5, 2006 – Ordinance #2582

Coralville, IA Code of Ordinances

CHAPTER 102
STORM WATER UTILITY

102.01 Purpose	102.06 Storm Water Utility Charge
102.02 Definitions	102.07 ERU Rate
102.03 Powers of Utility	102.08 Determination of Storm Water Utility Charge
102.04 Organization	102.09 Appeals
102.05 Establishment of Equivalent Residential Unit (ERU)	102.10 Billing Procedures

102.01 PURPOSE.

It is determined and declared to be necessary and conducive to the protection of the public health, welfare, safety, and convenience of the City and its residents that charges be levied and collected from the owners or occupants of all lots, parcels of real estate, and buildings that discharge storm water or surface or subsurface waters, directly or indirectly, to the City storm water drainage system, and that the proceeds of such charges so derived be used for the purposes of operation, maintenance, repair, replacement and debt service for construction of the storm water drainage and flood protection improvements comprising the storm water management utility.

102.02 DEFINITIONS.

1. “Contributor” or “user” means any person owning, operating or otherwise responsible for property within the City, which directly or indirectly discharges storm water or subsurface waters to any portion of the storm water management system, including direct or indirect discharges to the City’s storm water drainage system, or which is directly or indirectly protected by the City’s flood protection system or storm water drainage system. The term “contributor” or “user” means any person responsible for the direct or indirect discharge of storm water or surface or subsurface waters to the City’s storm water drainage system.
2. “Developed property” means real property upon which a structure or impervious surface has been placed or constructed, thus increasing the amount of rainwater or surface water runoff.
3. “Director” means the City Engineer or his/her designee.
4. “Dwelling unit” means a singular unit or apartment providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.
5. “Equivalent residential unit” (ERU) means the average impervious area of residential developed property per dwelling unit located within the City, as periodically determined and established as provided in this chapter.
6. “ERU rate” means the dollar value periodically determined and assigned to each ERU as a charge for storm water management services, and expressed as \$x.xx per ERU.

7. “Exempt property” means public streets, alleys and sidewalks, cemeteries, and public parks, including publicly owned property used for recreation.
8. “Impervious area” means the number of square feet of hard-surfaced areas which either prevent or retard the entry of water into the soil mantle, as it entered under natural conditions as undeveloped property, and/or cause water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions as undeveloped property, including but not limited to roofs, roof extensions, patios, porches, driveways, pavement and athletic courts.
9. “Multi-family residential property” means a residential structure designed with two or more dwelling units to accommodate two or more families or groups of individuals living separately and not sharing the same living space.
10. “Nonresidential property” means any property developed for commercial, industrial, governmental or institutional use, including churches, hospitals, parking lots and multiuse properties incorporating residential uses.
11. “Single-family residential property” means a detached residential structure designed as a single dwelling unit to accommodate one family or group of individuals living together and sharing the same living space, but excluding multi-use properties which include single-family residential uses.
12. “Storm Water Drainage System” means the system of publicly or privately owned or operated rivers, creeks, ditches, drainage channels, pipes, basins, street gutters, and lakes within the City through which or into which storm water runoff, surface water or subsurface water is conveyed or deposited.
13. “Storm water management utility” means the enterprise fund utility created by this chapter to operate, maintain and improve the system and for such other purposes as stated in this chapter.
14. “Storm water management utility system” means the existing storm water management facilities, storm water drainage system, and flood protection system of the City and all improvements thereto which by this division are constituted as the property and responsibility of this utility, to be operated as an enterprise fund to, among other things, conserve water, control discharges and flows necessitated by rainfall events; and incorporate methods to collect, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quality or quantity of discharge from such system.
15. “Undeveloped property” means any real property that has no impervious area.

102.03 POWERS OF UTILITY.

The storm water management utility shall have the following powers, duties and responsibilities:

1. Prepare ordinances as needed to implement this division and forward the ordinances to the Council for consideration and adoption, and adopt such regulations and procedures as are required to implement this chapter and carry out its duties and responsibilities.
2. Administer the design, construction, maintenance and operation of the utility system, including capital improvements designated in the comprehensive drainage plan.
3. Administer and enforce this chapter and all ordinances, regulations, and procedures relating to the

design, construction, maintenance, operation and alteration of the utility system, including but not limited to the quantity, quality and/or velocity or storm water conveyed thereby.

4. Inspect private systems as necessary to determine the compliance of such systems with this chapters and any ordinances or regulations adopted pursuant to this chapter.
5. Prepare and revise a comprehensive drainage and flood protection plan for periodic review and adoption by the Council.
6. Review plans, approve or deny, inspect and accept extensions to the storm water drainage system.
7. Establish and enforce regulations to protect and maintain water quality within the system in compliance with water quality standards established by State and/or Federal agencies as adopted or amended.
8. Annually analyze the cost of services and benefits provided, and the system and structure of fees, charges, fines and other revenues of the utility, and make recommendations regarding adjustment to such fees, charges, fines and other revenues.
9. Prepare an annual operating budget for the utility and make recommendations regarding the financing of the cost of extending and replacing the system.

102.04 ORGANIZATION.

The Council shall be the governing body of the storm water management utility. The storm water management utility shall be under the direction, management, and control of the City Engineer, who shall function as its director. In that capacity, the director shall supervise the day-to-day operation of the storm water management utility, shall enforce this chapter and the provisions of all ordinances and regulations adopted pursuant to this chapter, and shall carry out the policy directives of the Council acting in its role as governing body of the storm water management utility.

102.05 ESTABLISHMENT OF EQUIVALENT RESIDENTIAL UNIT (ERU).

For the purposes of this chapter, the ERU shall be equivalent to 3,440 square feet of impervious area.

102.06 STORM WATER UTILITY CHARGE.

Every user owning or occupying property that is not exempt property in the City of Coralville shall pay to the City a storm water utility charge as determined in this chapter. In the event that the owner and the occupant of a particular property are not the same, the liability for payment of the storm water utility charge attributable to the property shall be joint and several as to the owner and occupant.

102.07 ERU RATE.

The ERU rate to be applied to residential and nonresidential properties shall be \$2.00.

102.08 DETERMINATION OF STORM WATER UTILITY CHARGE.

1. Single-Family Residential Property.

A. The storm water utility charge for single-family residential properties shall be one hundred percent (100%) of the ERU rate per month.

B. The storm water utility charge shall commence upon the earlier of the following:

(1) The issuance of a certificate of occupancy.

(2) Ninety (90) days after construction is halted, provided construction is at least 50% complete.

(3) Ninety (90) days after construction is completed, even if a certificate of occupancy has not been issued for the property.

2. Multi-Family Residential Property.

A. The storm water utility charge for multi-family residential properties shall be one hundred percent (100%) of the ERU rate multiplied by the number of dwelling units existing on the property.

B. The storm water utility charge shall commence upon the earlier of the following:

(1) The issuance of a certificate of occupancy.

(2) Ninety (90) days after construction is halted, provided construction is at least 50% complete.

(3) Ninety (90) days after construction is completed, even if a certificate of occupancy has not been issued for the property.

3. Nonresidential Property.

A. The storm water utility charge for nonresidential properties shall be a base rate of one ERU rate plus seventy-five cents (\$0.75) multiplied by the numerical factor obtained by dividing the total impervious area of the particular property by the number of square feet in one Equivalent Residential Unit.

B. The storm water utility charge shall commence upon the earlier of the following:

(1) The issuance of a certificate of occupancy.

(2) Ninety (90) days after construction is halted, provided construction is at least 50% complete.

(3) Ninety (90) days after construction is completed, even if a certificate of occupancy has not been issued for the property.

102.09 APPEALS.

1. An owner or occupant of a multi-family residential property aggrieved by the initial or any subsequent calculation of the number of dwelling units upon or in such property, calculation of the storm water utility charge, or allocation of such charge among the occupants, may appeal such calculations and allocation to the director. Upon such appeal, the storm water utility charge for such property may be recalculated utilizing information supplied by the appealing owner or occupant, provided such information is verified as correct by the director.

2. An owner or occupant of nonresidential property aggrieved by the initial or any subsequent determination of the total impervious area of such property, calculation of storm water utility charge for such property, or allocation of such charge among the occupants, may appeal such calculations and allocation to the director. Upon such appeal, the storm water utility charge for such property may be recalculated utilizing information supplied by the appealing owner or occupant, provided such information is verified by the director.
3. Any adjustment of the storm water utility charge resulting from such appeal shall be retroactive to the date the appeal was filed.
4. Appeals by the owners or occupants of property subject to the storm water utility charges shall include a statement of the number of dwelling units, total property area, and/or total impervious area, as appropriate for the particular grounds for appeal. Such information may be shown on the storm water utility reporting forms or on appeal forms, and may be accompanied by plats, county assessor's records, or survey data. The director may request additional information from the appealing party. Based upon the information provided by the utility and appealing party, the director shall make a final calculation of the storm water utility charge. The director shall notify the appealing party, in writing, of the director's decision within ninety (90) days after receipt of the appeal. If still aggrieved, a party may request, in writing, a review by the City Administrator of the director's decision. Such request must be filed with the City Clerk within thirty (30) days after the director's decision, shall cite the specific error by the director, and shall include the calculation of the storm water utility charge which the appealing party believes to be correct. The City Administrator shall review the record presented and render a written decision within thirty (30) days after receipt of the request for review. The City Administrator may request additional information from the director or the appealing party. If still aggrieved, a party may request review of the City Administrator's decision by the City Council in the same manner as above provided for review by the City Administrator. Any property owner aggrieved by the decision of the City Council may appeal to the County district court by action filed within thirty (30) days of the mailing of the ruling of the City Council to the address of the property owner, occupant or occupant organization as shown on the review request or on the records of the City with respect to the appeal. The filing of an appeal shall not excuse the payment of the storm water utility charge when due. However, the City shall refund any portion of the charge paid subsequent to the filing of an appeal which is adjudged to be excessive, with interest at the rate provided by law.

102.10 BILLING PROCEDURES.

The charges established under this chapter shall be collected as outlined in Chapter 107 of this Code of Ordinances.

Disclaimer:

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Building Permit Application
Single Family, Duplex & Townhouse Dwellings
 BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, BUILDING SEWER & WATER SERVICE
 (Form #1)

Applicant must complete numbered items and highlighted spaces.

1	JOB ADDRESS:									
2	<u>OWNER</u>	<u>MAILING ADDRESS</u>	<u>CITY STATE ZIP</u>	<u>PHONE #</u>						
				<u>EMAIL</u>						
3	<u>APPLICANT</u>	<u>MAILING ADDRESS</u>	<u>CITY STATE ZIP</u>	<u>PHONE #</u>						
				<u>EMAIL</u>						
4	<u>GENERAL CONTRACTOR</u>	<u>MAILING ADDRESS</u>	<u>CITY STATE ZIP</u>	<u>PHONE #</u>						
				<u>EMAIL</u>						
5	<u>ELECTRICAL CONTRACTOR</u>	<u>MAILING ADDRESS</u>	<u>CITY STATE ZIP</u>	<u>PHONE #</u>						
				<u>EMAIL</u>						
				<u>STATE LICENSE #</u>						
6	<u>PLUMBING CONTRACTOR</u>	<u>MAILING ADDRESS</u>	<u>CITY STATE ZIP</u>	<u>PHONE #</u>						
				<u>EMAIL</u>						
				<u>STATE LICENSE #</u> <u>BEGINNING 7/1/09</u>						
7	<u>HVAC CONTRACTOR</u>	<u>MAILING ADDRESS</u>	<u>CITY STATE ZIP</u>	<u>PHONE #</u>						
				<u>EMAIL</u>						
				<u>STATE LICENSE #</u> <u>BEGINNING 7/1/09</u>						
8	<u>SEWER & WATER CONTRACTOR</u>	<u>MAILING ADDRESS</u>	<u>CITY STATE ZIP</u>	<u>PHONE #</u>						
				<u>EMAIL</u>						
				<u>STATE LICENSE #</u> <u>BEGINNING 7/1/09</u>						
9	<u>DESCRIBE WORK:</u>									
10	<u>TOTAL SQ. FT OF HABITABLE FINISHED AREAS</u>	11	<u>TOTAL SQ. FT OF UNFINISHED / STORAGE</u>	12	<u>TOTAL SQ. FT OF GARAGE AREA</u>					
13	<u>USE OF BUILDING OR STRUCTURE</u>			14	<u>VALUATION:</u>			15	<u>NUMBER OF WATER METERS:</u>	
ENERGY EFFICIENCY REQUIREMENTS CHAPTER 11 of the INTERNATIONAL RESIDENTIAL CODE Compliance shall be demonstrated by either meeting the requirements below or meeting the requirements of International Energy Conservation Code Section 405 by providing a Compliance Report										
5	<u>CLIMATE ZONE</u>	<u>FENESTRATION U-FACTOR</u>	<u>SKYLIGHT U-FACTOR</u>	<u>CEILING R-VALUE</u>	<u>WOOD FRAME WALL R-VALUE</u>	<u>MASS WALL R-VALUE</u>	<u>FLOOR R-VALUE</u>	<u>BASEMENT WALL R-VALUE</u>	<u>SLAB R-VALUE AND DEPTH</u>	<u>CRAWL SPACE WALL R-VALUE</u>
		0.35	0.60	38	20 or 13 + 5 (See Table N1102.1 footnote h)	13	30 (See Table N1102.1 footnote f)	10/13	10,2 ft	10/13

Minimum Requirements
for Residential Plot Plan

The plot plan must be accurately drawn to an engineer scale displaying the following information:

Minimum paper size 8 1/2"x11"
Maximum paper size 11" x 17"

General Information:

1. Applicant(s) name.
2. Legal description.
3. Site address.
4. Current zoning classification.
5. Zoning setback lines.
6. An identified scale.
7. North directional arrow.
8. Property line dimensions and bearing directions.
9. Official property iron pins.
10. Existing structures including decks, porches, garages and sheds.
11. Proposed structures or additions including decks, porches, sunrooms, garages and sheds.
12. Dimensions of all buildings.
13. Roof overhangs.
14. Existing or proposed fences.
15. Driveways, private sidewalks, patios and retaining walls. (engineering required for retaining walls when the height exceeds 4-ft from the bottom of the footing to the top of the wall)
16. Distances between building walls and lot lines.
17. Water service size and location.
18. Building sewer size and location.
19. The sump pump discharge line location. (minimum 3" diameter)
20. Place two points on the side line lots where the front wall intersects the side lot lines. Indicate the distances from the front corner iron pins to the two points and from the two points to the building corners.
21. Statement on the site plan that all property iron pins shall be visible and marked during the entire construction process.

Engineering Information :

1. Public utilities abutting the property. (storm sewers, sanitary sewers & water mains)
2. Location and dimensions of all public and private easements. (see property title and subdivision final plat)
3. Flood zones.
4. Minimum low opening elevations.
5. Elevations of top of foundation walls, final grade at foundation walls, final grade at 10 feet from foundation walls, top of lowest floor elevation, top of curb, property corner elevations and storm sewer conveyance openings.
6. Storm water surface flow arrows.

REQUIREMENTS FOR SUBMITTING DRAWINGS
(one set of plans required for each application)

1. Scaled floor plans with designated room uses, square footage of habitable space, square footage of unfinished/storage spaces, doors and windows.
2. Foundation plan showing all footings, stem walls, basement walls, slabs, foundation damp proofing material, drainage system and slab vapor barrier. Sizes, locations and cross sections showing reinforcement of each. All bearing load number from engineered girders and beams shall be noted. If engineered foundation is used or required, stamped plans shall be submitted with the permit application for approval.
3. Floor framing plans, which include size, type of material, spans, and bearing points of all joist, girders, beams and columns. Show method of all connections to the footings or foundation.
4. Wall cross sections providing framing details showing interior wall finish, vapor barrier, insulation, wall bracing, sheathing, weather barrier, flashing and exterior wall coverings.
5. Header sizes and materials of openings exceeding 4-feet in width.
6. Roof framing details indicating roof system to be used, sheathing, underlayment, ice dam, covering.
7. Stair details showing rise, run, guards and handrails.
8. Decks and porches showing footing locations, depth and size, columns, floor and roof framing materials and connection methods throughout the entire structures.
9. Location of all heating appliances and type of fuel to be used.
10. Location of electrical service and panel boards.
11. Show all insulation materials used to comply with energy code requirements.
12. If mail order plans are used and changes are made, the plans will need to be modified prior to submittal for permit.
13. Show all design standard requirements of Section 1612 of the Zoning Code.

WHEN PERMIT IS ISSUED

- The lot locator signs provided by the City shall be placed so that the address is visible from the public street.
- Inspection record card must be posted in a conspicuous place on the job and protected from weather.
- The approved set of plans, specifications and other data must be kept on the job site and protected from weather.
- Advance one day notice is required for inspection request. See inspection policy for exceptions.
- All contractors on job sites must maintain all required business license, contractor's license, bonds and insurances.
- The permit holder is required to review and follow the approved plans, specifications and understand all building code comments listed on the permit prior to beginning construction.
- A common rule of thumb for inspections is **"never cover anything until the City Inspector has seen it and signed off."**

The undersigned has submitted the required plans, specifications and plot plan which are hereto attached, incorporated into and part of this application. The undersigned agrees to comply with all applicable codes; give full notification to the building inspector when required inspections are needed; that he or she will not use or occupy this structure or structures covered by the permit until the certificate of occupancy has been issued; and will not proceed with construction until the permit is issued.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or waive the provisions of any other laws required by Federal, State, and City or covenants regulating construction or the performance of construction.

Signature of Owner or Authorized Agent

Date

PLEASE PRINT ABOVE NAME HERE: _____