

# *City of West Branch*

~ A Heritage for Success ~

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

**CITY COUNCIL WORK SESSION**  
**Monday, March 3, 2014 • 6:00 p.m.**  
**City Council Chambers, 110 North Poplar Street**

1. Call to order
2. Roll call
3. Christine Ashley, Head of School, Scattergood Friends School & Farm
4. Adjourn

**CITY COUNCIL MEETING AGENDA**  
**Monday, March 3, 2014 • 6:30 p.m.**  
**City Council Chambers, 110 North Poplar Street**  
*Action may be taken on any agenda item.*

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Welcome
5. Approve Agenda/Consent Agenda/Move to action.
  - a. Approve minutes from the February 18, 2014 City Council Work Session.
  - b. Approve minutes from the February 18, 2014 City Council Meeting.
  - c. Approve minutes from the February 18, 2014 City Council Work Session #2.
  - d. Approve claims.
  - e. Approve the Wage Works Flexible Spending Account Renewal for April 1, 2014-March 31, 2015 in the amount of \$520.00.
  - f. Approve destruction of records with Document Destruction & Recycling Services listed on Records Destruction Form per the Record Retention Manual for Iowa Cities.
  - g. Approve interfund transfer of \$75,000 donation from general fund to Fire Apparatus Reserve Fund.
  - h. Approve moving the Monday March 17, 2014 City Council Meeting to Monday, March 24, 2014.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
  - a. Mark Nolte, President, Iowa City Area Development – ICAD Update
  - b. Second Reading of Ordinance 719, amending Title Chapter 17 “Council.”/Move to action.
  - c. Public Hearing on the Fiscal Year 2014-2015 Annual Budget.
  - d. Resolution 1178, adopting the Fiscal Year 2014-15 Annual Budget./Move to action.

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**Mayor:** Mark Worrell • **Council Members:** Jordan Ellyson, Colton Miller, Brian Pierce, Tim Shields, Mary Beth Stevenson  
**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, March 3, 2014 • 6:30 p.m. (continued)**  
**City Council Chambers, 110 North Poplar Street**  
*Action may be taken on any agenda item.*

- e. Resolutions 1179, approving an agreement with J & M Displays for a fireworks show in the amount of \$35,000./Move to action.
  - f. Resolution 1180, approving that certain agreement with the West Branch Community School District for the provisions of safe traffic and pedestrian circulation in and around the Herbert Hoover Elementary and Middle School Complex./Move to action.
  - g. Resolution 1181, approving a 28E Agreement with the West Branch Community School District to make road and sidewalk improvements in and adjacent to North Maple Street and the Middle School Parking Lot./Move to action.
  - h. Resolution 1182, approving a consulting services agreement for the facilitation of a capital improvements plan with Callahan Municipal Consultants, LLC in an amount not to exceed \$2,950.00./Move to action.
  - i. Resolution 1183, 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.
8. City Staff Reports
    - a. City Engineer Dave Schechinger and City Attorney Kevin Olson - Ordinance 718, amending the Code of Ordinances of the City of West Branch by Creating and Incorporating a Storm Water Utility.
  9. Comments from Mayor and Council Members
  10. Adjournment

**CITY COUNCIL WORK SESSION #2**  
**Monday, March 3, 2014**  
**Immediately following regular City Council Meeting**  
**City Council Chambers, 110 North Poplar Street**

1. Call to order
2. Roll call
3. Municipal Leadership Academy Part II – Human Resources for Cities of All Sizes
4. Adjourn

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**Mayor:** Mark Worrell • **Council Members:** Jordan Ellyson, Colton Miller, Brian Pierce, Tim Shields, Mary Beth Stevenson  
**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 Work Session #1**

**February 18, 2014  
6:00 p.m.**

Mayor Worrell opened the West Branch City Council work session by welcoming the audience and the following City staff: City Administrator Matt Muckler, Deputy City Clerk Dawn Brandt, Library Director Nick Shimmin, Sergeant John Hanna, and City Attorney Kevin Olson. Council members: Jordan Ellyson, Colton Miller, Brian Pierce, and Tim Shields. Absent: Mary Beth Stevenson.

Jerry Fleagle, Executive Director, Herbert Hoover Presidential Library Association

Jerry Fleagle, Executive Director spoke to the Council about the role of the Hoover Library Association. Events and programs they promote are, Hoover's Hometown Days, Hoover ball championships, vendors in the park, Hoover stage – programs and entertainment and a member cookout/picnic. A gravesite program in October, uncommon student award program (\$30,000/yr. in awards), travel grants for scholars and school buses, uncommon public service awards, Institute for civic engagement – partnering with the University of Iowa, and Presidential Library Museum trips for members and guests. The Hoover Library Association works in partnership with the Hoover Library Museum, National Historic site, Main Street West Branch and the City of West Branch. He discussed the benefits of collaboration between all groups and recognizing strengths, weaknesses, opportunities and threats. He gave an update on the 2014-15 exhibits and programs that the Library Museum and National Park Service will be offering.

**ADJOURNMENT**

Motion to adjourn the meeting by Miller, second by Shields. Motion carried on a voice vote. City Council work session adjourned at 6:29 p.m.

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Mark Worrell, Mayor

ATTEST: \_\_\_\_\_  
Dawn Brandt, Deputy City Clerk

*(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**

**February 18, 2014  
6:30 p.m.**

Mayor Worrell opened the West Branch City Council meeting by welcoming the audience and the following City staff: City Administrator Matt Muckler, Deputy City Clerk Dawn Brandt, Fire Chief Kevin Stoolman, Police Chief Mike Horihan, Police Officer Alex Koch, Sergeant John Hanna, Library Director Nick Shimmin, and City Attorney Kevin Olson. Council members: Jordan Ellyson, Colton Miller, Brian Pierce, and Tim Shields. Absent during roll call: Mary Beth Stevenson. Mary Beth Stevenson present at 6:33 p.m.

**APPROVE AGENDA/CONSENT AGENDA**

- a) Approve minutes from the February 3, 2014 City Council Work Session #1.
- b) Approve minutes from the February 3, 2014 City Council Meeting.
- c) Approve minutes from the February 3, 2014 City Council Work Session #2.
- d) Approve claims.
- e) Approve Class C Native Wine License with Outdoor Service and Sunday Sales Permit for Elmira Winery, Inc. DBA Brick Arch Winery.
- f) Approve destruction of records with Document Destruction & Recycling Services listed on Records Destruction Form per the Record Retention Manual for Iowa Cities.

Motion by Miller to approve the agenda/consent agenda, second by Ellyson. AYES: Miller, Ellyson, Stevenson, Pierce, Shields. Motion carried.

Date 2-18-14	City of West Branch Claims Register Report	
Agvantage FS	Streets - LP Gas	1,176.01
Alliant Energy	Various Depts - Utilities	11,365.49
Amazon	Library/Admin/Cable - Supplies	575.96
Angela Herren	Park & Rec - Pilates Class	70.00
Baker & Taylor	Library - Books	750.34
Barron Motor Supply	Streets - Supplies	808.83
Best Buy Business	Admin - Council Tablets	3,639.93
Bound Tree Medical	Fire - Supplies	152.31
BP Amoco	Police/Streets/Fire - Fuel	1,939.10
Business Radio Sales	Fire - Pager & Charger	522.99
Cedar County Cooperative	Streets - Diesel Fuel	1,845.00
Cedar Rapids Photo Copy	Library - Service	25.26
Central Iowa Training Assn	Fire - 2014 Dues	25.00
Chauncey Butler Post 514	Comm & Cult - Flags	60.00
Chris Jones Trucking	Streets - Hauling Sand	452.82
Community State Bank	Fire Dept Expansion Loan Pmt	8,364.57
Costco Wholesale	Library/P&R/Admin - Membership Fee	165.00
Culligan Water	Fire - Water Cond Rental	37.65
Custom Builders	Police - Supplies	14.95
Debra Fiderlein	P&R - 2014 Session 1 Classes	504.70
Dewey's Jack & Jill	P&R/Library/Water - Supplies	17.11
Document Destruction	Admin - Document Destruction	44.00
EFTPS	Federal Withholdings	5,928.07
ETS Corporation	Water/Sewer/Admin - Credit Card Fees	34.53
F&B Communications	Admin - Web Hosting	29.95
Fred's Feed & Supply	Water - Supplies	98.86
George Lawson	Library - Consulting	1,364.78
Goodale, Matthew	Streets - Fuel Reimbursement	55.00
Greatamerica Leasing Corp	Admin - Copier Contract	252.06
Hawkins Inc	Water - Azone 15	1,483.85
HBK Engineering	P&R-Project A13-0839 P&R Strategic Plan	2,557.50
Hospers & Brother Printers	Fire - Annual Report	128.40
Iowa Law Enforcement Academy	Police - Training DVD Set	20.00
Iowa League Of Cities	Admin - MLA Workshop Training	1,400.00
Iowa Police Chiefs Assoc.	Police - ICPA 2014 Dues	75.00
Iowa State University	Fire - Fire School Training	210.00
Jodi Yeggy	P&R - 2014 Session 1 Classes	504.70
John Deere Financial	Streets/Sewer - Supplies	272.92
Johnson County Refuse	Recycling - January 2014	3,681.25
Journeyed Com	Library - Software	85.44
Kevin Olson	Legal Services For Feb 2014	1,500.00
Kingdom Graphics	Park & Rec - Service	20.00
Liberty Communications	Various Depts - Phone Service	1,117.99
Linn County R.E.C.	Streets - Utilities	120.00
Lynch's Excavating	Water - Main Repairs	6,707.55
Lynch's Plumbing	Streets/Sewer -Service	4,329.85
Matt Parrott	Water/Sewer-Utility Bill Forms	540.64
Mediacom	Admin - Service	40.90
Menards	Streets - Supplies	267.61
Midwest Janitorial Service	Lib/TH/Admin/Police-Cleaning	646.56
Moore's Welding	Streets - Repair Snow Plow	195.00
Municipal Supply	Water - Supplies	2,556.00

North American Salt	Streets - Salt	1,669.45
Overdrive Inc	Library - EBooks	94.94
Payroll Expense	Payroll Expense 2-14-14	25,901.47
Physio-Control	Fire - Service	1,540.00
Pitney Bowes	Library/Admin/Water/Sewer - Postage	1,000.00
Plato Electric	Streets-Take Down Holiday Lights	800.00
Pyramid Services	Streets - JD Straps	226.12
Qc Analytical Services	Sewer - Testing	730.00
Quill Corp	Library/Admin/Police - Supplies	303.82
Racom Corporation	Police- Equipment For '14 Ford	15,119.30
S & G Materials	Streets - Concrete Sand	683.34
Secretary Of State	Admin - Notary Stamp Renewal	30.00
Seydel, Liz	P&R - Reimb For Supplies Park Mtg	40.53
Shanelle Peden	Admin/Cable - Supplies & Videotaping	608.39
Shawn Pierce	P&R- 2014 Session 1 Classes	468.65
Sprint	Police - Service	179.97
Terence Goerd	Admin - Building Inspections	315.00
Toynes Ia. Fire Trk	Fire - Supplies	293.62
Treasurer State Of Iowa	Iowa Sales Tax Pmt Jan 2014	2,684.08
University Of Iowa	Water - Testing	210.00
UPS	Sewer - Shipping	100.56
US Bank Equipment Finance	Library - Copier Lease	76.32
US Cellular	Various Depts. - Phone Service	519.17
USA Blue Book	Streets - Supplies	85.70
Veenstra & Kimm	Various Engineering	2,406.40
Walmart	Library - Supplies	110.20
Water Solutions	Water - Chemicals	2,321.00
Welter Storage	Water - Shelving	665.00
West Branch Animal Clinic	Animal Control - Stray Cats	350.00
West Branch Times	Legal/P&R - Publications	551.65
WEX Bank	Police - Fuel	569.97
Zephyr Copies	Park & Rec - Surveys	630.00
	Grand Total	130,066.08

Fund Totals	
001 General Fund	64,841.72
022 Civic Center	1,245.36
031 Library	8,692.39
110 Road Use Tax	11,315.30
112 Trust And Agency	1,378.20
226 Go Debt Service	8,364.57
600 Water Fund	25,379.99
610 Sewer Fund	8,848.55
Grand Total	130,066.08

## COMMUNICATIONS/OPEN FORUM

### PUBLIC HEARING/NON-CONSENT AGENDA

#### Mayor Mark Worrell – Recognition of Bennett’s Radio & TV

Mayor Worrell recognized and thanked Bennett’s Radio for their over 30 years of being in business in the City of West Branch.

#### Mayor Mark Worrell – Life Saving Awards to Police Chief Mike Horihan and Police Officer Alex Koch

Mayor Worrell presented Chief Mike Horihan and Officer Alex Koch with a life saving award and pin for all of their effort in locating and finding baby Kayden.

#### Resolution 1175, approving Central States Tower II, LLC 197’ Monopole Tower Site Plan./Move to action.

Stu Harrison a consultant with Verizon Wireless and Central States Tower gave an overview of the tower project. City Engineer Dave Schechinger said that the issues discussed have been completed and include a concrete driveway, a five-foot concrete sidewalk, sound attenuator for the generator, and an erosion control plan. City Administrator Matt Muckler said that the City is listed as an additional insured on the liability policy for the cell tower.

Motion by Miller, second by Pierce to approve Resolution 1175. AYES: Miller, Pierce, Shields, Ellyson, Stevenson. Motion carried.

#### Resolution 1176, providing written consent of the City Council for use of barbed wire on the Central States Tower II, LLC 197’ Monopole Tower Project./Move to action.

Muckler said that the current Ordinance does not allow for barbed wire on a fence. The chainlink fence is seven feet with one foot of barbed wire fence above it and is there for security reasons. There are bushes and trees surrounding the outside of the fence.

Motion by Shields, second by Stevenson to approve Resolution 1176. AYES: Shields, Stevenson, Pierce, Ellyson, Miller. Motion carried.

#### First Reading of Ordinance 719, amending Title Chapter 17 “Council.”/Move to action.

Muckler explained that this ordinance would approve 7:00 pm Council meetings year round.

Motion by Ellyson, second by Stevenson to approve first reading of Ordinance 719. AYES: Ellyson, Stevenson, Pierce, Shields, Miller. Motion carried.

Resolution 1174, adopting final proposed fiscal year 2014-2015 budget and order notice of hearing for March 3, 2014./Move to action.

Muckler explained the changes made to the budget which include the storm water utility revenue being reduced from \$60,000 to \$40,000. The cost of the Capital Improvement Plan was decreased after having a discussion with Speer Financial on how to proceed. The West Branch McDonalds sidewalk project was added using the same financing as the Parkside Drive Road Improvement Project. The backfill revenues were allocated into the correct areas.

Motion by Shields, second by Pierce to approve Resolution 1174. AYES: Shields, Pierce, Ellyson, Miller, Stevenson. Motion carried.

Resolution 1177, directing the city administrator and the fire chief to procure and outfit a medical vehicle and directing the mayor and city clerk to execute any and all documents necessary to commence the purchases./Move to action.

Fire Chief Kevin Stoolman said that the Suburban has been totaled. They would like to replace it with a four door truck, he is currently getting estimates and looking for a 2014 model.

Motion by Ellyson, second by Shields to approve Resolution 1177. AYES: Ellyson, Shields, Miller, Stevenson, Pierce. Motion carried.

### **CITY STAFF REPORTS**

Lead Reserve Officer Todd Thurman – Reserve Police Force Annual Report

Officer Thurman updated the Council on the addition of two new reserve officers, Lynn Lovetinsky and Tim Horihan. He gave an overview on the training that the reserve officers have completed in 2013. The officers provided support for Hoover’s Hometown Days, the Bear stampede race, all of the home Bear football games, the Homecoming parade, Christmas Past and coordinated two prescription drug collection events. During 2013, the reserve Police force contributed 314 hours to the city and responded to 61 calls for service.

Main Street West Branch Program Director Mackenzie Krob, Wayfinding Signage

Mackenzie has been working with the Historic Preservation commission to purchase and install generic directional signs. They will look similar to the sign at Town Hall. They will be placed at six locations in town and Public Works employees will install them. City Administrator Matt Muckler said that the City will pay for the signs with funds from a sign CD in the Community and Cultural budget.

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

- a) Council Liaison Discussion
  - i. Councilperson Ellyson - Historic Preservation Commission, Hoover’s Hometown Days and West Branch Community School District
  - ii. Councilperson Miller - Animal Control Commission, Cable Access Station and Herbert Hoover National Historic Site
  - iii. Councilperson Pierce - Information Technology, Library Board of Trustees and Zoning Board of Adjustment
  - iv. Councilperson Shields - Herbert Hoover Presidential Library Association, Main Street West Branch and Park & Recreation Commission
  - v. Councilperson Stevenson - Herbert Hoover Presidential Library-Museum, Planning and Zoning Commission and Scattergood Friends School & Farm

City staff will notify groups to have the Council representative added to their contact list.

### **ADJOURNMENT**

Motion to adjourn meeting by Miller, second by Ellyson. Motion carried on a voice vote. City Council meeting adjourned at 7:33 p.m.

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Mark Worrell, Mayor

ATTEST: \_\_\_\_\_  
Dawn Brandt, Deputy City Clerk

*(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 Work Session #2**

**February 18, 2014  
7:49 p.m.**

Mayor Worrell opened the West Branch City Council work session by welcoming the audience and the following City staff: City Administrator Matt Muckler, Deputy City Clerk Dawn Brandt, and Library Director Nick Shimmin. Council members: Jordan Ellyson, Colton Miller, Mary Beth Stevenson, Brian Pierce, and Tim Shields.

Councilperson Brian Pierce and Library Director Nick Shimmin – Tablet Training

Nick and Brian gave a basic training overview to Council members on how to operate the new Samsung - Galaxy Note tablets. Councilperson Pierce requested to have legal pads available at Council meetings for note taking. Council packets will be available electronically for the March 3, 2014 Council meeting.

**ADJOURNMENT**

Motion to adjourn the meeting by Stevenson, second by Shields. Motion carried on a voice vote. City Council work session adjourned at 8:34 p.m.

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Mark Worrell, Mayor

ATTEST: \_\_\_\_\_  
Dawn Brandt, Deputy City Clerk

Date 3-3-14

City of West Branch  
Claims Register Report

Blue Cross Blue Shield	Insurance	11,057.07
Davis & Stanton	Police – Supplies	16.00
Dearborn National Insurance	Life Insurance	48.95
EFTPS	Federal Withholdings	6,089.66
IA Dept. of Public Safety	Police – FY14 Annual fees Iowa online	1,200.00
Iowa Department Of Revenue	Payroll Expense	989.63
Iowa League of Cities	Admin – IMFOA Spring training conference	300.00
Iowa Section AWWA	Water – Water dist. conference training	120.00
IPERS	IPERS	8,004.94
John Deere Financial	Water/sewer – supplies	160.06
Johnson County Refuse	Solid Waste – garbage stickers	625.00
Medicom	Admin – service	40.90
Payroll Expense	Payroll Expense 2-28-14	26,299.23
Russell, Melissa	Park & Rec – reimbursement NRPA dues	159.00
Treasurer State of Iowa	State Withholding tax	2,200.00
University of Iowa Center	Admin – 2014 IMMI Training	465.00
UPS	Sewer – shipping	50.28
Wageworks	Flex – HCFSA2013	30.00
West Branch Ford	Police – Service 2014 Taurus	31.44
Wiele Chevrolet	Fire – 2014 Chevy Silverado vehicle replacement	35,012.46

Grand Total 92,899.62

Fund Totals

001 General Fund	61,636.57
031 Library	5,114.21
112 Trust And Agency	11,691.08
600 Water Fund	7,823.44
610 Sewer Fund	6,604.32
950 BC/BS Flexible Benefit	30.00
Grand Total	92,899.62

# City of West Branch

## Pricing for Pre-Tax Health Insurance Premiums and Medical and Dependent Care Reimbursement Accounts

### ANNUAL SERVICES

#### Implementation and Administration

- Plan Document/Master Copy SPD
- 125/129 Non-discrimination testing

#### Communication and Enrollment

- Employee enrollment materials
- MS PowerPoint presentation

**Annual administration fee**

**\$ 400.00**

### REIMBURSEMENT ACCOUNT ADJUDICATION

#### Services included

- Daily processing of reimbursement accounts
- Direct deposit of reimbursements
- Automatic reimbursement
- Grace period administration
- Debit card administration

**Monthly claims processing fee**

**\$5.00/ participant**

- Monthly fees less than \$50 will be annualized and payable with the annual fee.
- 

#### Pricing Assumptions:

**Fees based on 12 eligible employees.**

**Prices guaranteed for Plan Years beginning in 2014.**

**Facts different from the stated assumptions could alter the fees quoted.**

Prepared by: ee

# Save Big on Medical Expenses

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Enrolling in a Healthcare Flexible Spending Account (FSA) is a great perk that delivers real money, allowing you to use pre-tax dollars to ease the financial burden of out-of-pocket healthcare expenses that come your way.

You decide how much to contribute and then enjoy immediate access and tax-free savings (on average of 30% or more), using the funds as you see fit for planned or unplanned expenses.

**Here's what you need to know to get started:**

## HOW IT WORKS

**P**articipating in a Healthcare FSA is a great way to pay for existing health care costs, reduce your taxable income and save money in the process. When you enroll in an FSA, you decide how much to contribute for the entire plan year. The money is then deducted from your paycheck, before taxes are calculated in equal amounts over the course of the year. From there, you can easily access funds for healthcare-related products and services and benefit from real tax savings.

### REGULAR MEDICAL EXPENSE

Say you earn .....	\$4000
you pay taxes (30% x \$4000) .....	\$1200
assume your expenses are .....	\$2500
left for you .....	\$300

### WAGeworks FSA

Say you earn .....	\$4000
assume you max out your deductions .....	\$2500
you pay in taxes (30% x \$1500) ..	\$450
left for you .....	\$1050
That's an extra <b>\$750</b> for you!	

To find out how much you can save based on your current income and expenses, go to [www.wageworks.com/myfsa](http://www.wageworks.com/myfsa).

“Our overall living costs are significant, so I wasn’t going to pass up an opportunity to boost my take-home pay. Last year, I knew that our co-payments, over-the-counter items, and orthodontia work for my son would total at least \$2,500. So, I contributed that amount to my Healthcare FSA, used the tax-free dollars to cover those costs and as a result I saved \$750!”



## HOW MUCH CAN I CONTRIBUTE?

# 2

It's important to plan ahead when determining your contribution amount. Consider your upcoming medical, dental, vision and pharmacy costs that may not be covered by your health plan. Also, remember that healthcare expenses for any of your tax dependents are eligible for reimbursement, even if those individuals are not on your employer's health insurance program.

- For 2013, the IRS has established the maximum amount that can be contributed at \$2,500.
- Note: The 2014 contribution limit will be announced by the IRS before the end of the year.
- Unused FSA dollars cannot be carried forward to future years under current IRS guidelines, and cannot be paid out in cash or other benefits.

## WHAT EXPENSES ARE COVERED?

# 3

Here is just a sampling of the types of expenses that you can cover with your Healthcare FSA:

- Health plan copays
- Dental work and orthodontia
- Eye exams and eyeglasses
- Contact lenses
- Chiropractic treatment
- Over-the-counter items
- Prescriptions
- Mental health counseling

For a complete list of costs typically covered, visit:

[www.wageworks.com/employee/health-care/expenses/fsa.htm](http://www.wageworks.com/employee/health-care/expenses/fsa.htm)

We make it as easy as possible for you to use your Healthcare FSA, providing the following payment and reimbursement options:

- 1. WageWorks Health® Care Card:** Simply present the card when payment is required – whether at a doctor’s office or pharmacy—and the money is deducted right from your FSA.
- 2. Direct, online payments:** Access your FSA online and fill out a simple form to pay for expenses.
- 3. Reimburse yourself:** Arrange for FSA funds to be transferred to your checking account or mailed to you via check for expenses you’ve already paid after submitting claims either online or via US mail.

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Plus, our EZ Receipts™ Mobile Application allows you to check your FSA account balance and take a picture of your receipt and submit it with the claim right from you mobile phone.

It’s important to keep receipts and other supporting documentation related to your FSA expenses and reimbursement requests.

The IRS requires appropriate documentation for all Health FSA reimbursements. When you use your Health Care Card, most transactions are automatically verified. However, from time to time we may need additional documentation to verify the date of service, amount billed and services rendered. Credit card receipts, canceled checks, and balance forward statements do not meet the requirements for acceptable documentation.

### Sign up during Open Enrollment.

If you have any questions along the way,

- contact your Human Resources department,
- visit [www.wageworks.com](http://www.wageworks.com) for online resources,
- call us directly at 1-877-WAGEWORKS (877-924-3967)

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**City of West Branch  
RECORDS DESTRUCTION FORM**

Page  1  of  1

**CAUTION:** A state record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. Any record subject to federal audit must be retained until the expiration of the audit period or the period specified in the City of West Branch Records Retention manual, whichever is later.

<b>Departmental Destruction</b>		<input checked="" type="checkbox"/> I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Records Retention Schedule and that all audit and administrative requirements have been satisfied.  <input checked="" type="checkbox"/> I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and all administrative requirements have been satisfied.  Date approved by City Council: March 3, 2014
Date of Records Destruction: March 25, 2014 Department Name: Administration – City Office		
Destruction Method:		
Shredding _____	Discard _____	
Outside Vendor <u> X </u>	Document Destruction & Recycling Services _____	
Destruction Certificate:		

Description of Records The contents of each box should be listed separately	Inclusive Dates	Retention Period	Record Type
Payroll support documents/check stubs/timesheets	7-1-2007 to 2-28-2009	5 years	Payroll and Personnel Records
Wage payroll garnishments	1-1-2007 to 1-31-2009	Thru closure plus 1 year	Payroll and Personnel Records
US Bank Statements – Investments & Reconciliations	6-1-2006 to 6-30-2007	5 years	Financial - Investments Revenue
Utility billing journals – usage and billing ledgers	11-1-2008 to 2-28-2009	5 years	Water utility records
941 Quarterly Reports	2006 – 2008	5 years	Payroll and Personnel Records
State of Iowa Withholding Reports	2006 - 2008	5 years	Payroll and Personnel Records
IPERS Reports	2006 - 2008	5 years	Payroll and Personnel Records
Iowa Unemployment Reports	2006 – 2008	5 years	Payroll and Personnel Records

**INSTRUCTIONS FOR FILLING OUT THE RECORDS DESTRUCTION FORM**

1. Fill in the department name and date.
2. Locate a description of your records in the Records Retention Schedule and record.
3. Enter the description of the records in the “Description of Records” column.
4. Fill in the “Inclusive Dates” of the records. Please include month and year.
5. Fill in the “Retention Period” listed for the records in the Records Retention Schedule.
6. Fill in the “Record Type” of the records (for example, P= Paper, E=Electronic, etc.).
7. The completed *original* Records Destruction form must be maintained as a permanent record at the City Office.

**ORDINANCE NO. 719**

AN ORDINANCE AMENDING TITLE CHAPTER 17 “COUNCIL”

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 17 “COUNCIL” of the Code of West Branch, Iowa is hereby amended by deleting Section 17.04.1 in its entirety and inserting in lieu thereof:

**17.04.1 Regular Meetings. The regular meetings of the Council are on the first and third Mondays of each month in the Council Chambers at the City Office Building. The time of said meetings shall be 7:00 p.m. If such day falls on a holiday, the meeting is held at a mutually agreeable time, as determined by the Council.**

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

Passed and approved this 3rd day of March, 2014.

First Reading: February 18, 2014  
Second Reading: March 3, 2014  
Third Reading:

---

Colton Miller, Mayor Pro Tem

Attest:

---

Matt Muckler, City Administrator/Clerk

## NOTICE OF PUBLIC HEARING BUDGET ESTIMATE

FISCAL YEAR BEGINNING JULY 1, 2014 - ENDING JUNE 30, 2015

City of West Branch, Iowa

The City Council will conduct a public hearing on the proposed Budget at 110 N. Poplar St., West Branch, IA  
on 3/3/2014 at 6:30 p.m.  
*(Date) xx/xx/xx (hour)*

The Budget Estimate Summary of proposed receipts and expenditures is shown below.  
Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor,  
City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property . . . . . \$ 12.04382  
The estimated tax levy rate per \$1000 valuation on Agricultural land is . . . . . \$ 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

(319) 643-5888  
phone number

Matt Muckler  
City Clerk/Finance Officer's NAME

		Budget FY 2015	Re-estimated FY 2014	Actual FY 2013
		(a)	(b)	(c)
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	1,554,151	1,452,149	1,329,718
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
<b>Net Current Property Taxes</b>	<b>3</b>	<b>1,554,151</b>	<b>1,452,149</b>	<b>1,329,718</b>
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	0	302,527	97,387
Other City Taxes	6	181,217	151,208	166,391
Licenses & Permits	7	62,000	50,375	60,216
Use of Money and Property	8	5,900	5,600	7,084
Intergovernmental	9	435,909	378,285	381,215
Charges for Fees & Service	10	958,253	866,181	717,006
Special Assessments	11	0	0	0
Miscellaneous	12	43,100	110,100	155,801
Other Financing Sources	13	451,483	671,097	3,102,529
<b>Total Revenues and Other Sources</b>	<b>14</b>	<b>3,692,013</b>	<b>3,987,522</b>	<b>6,017,347</b>
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	15	646,161	594,632	495,544
Public Works	16	594,816	545,525	706,657
Health and Social Services	17	0	0	0
Culture and Recreation	18	624,577	954,991	457,385
Community and Economic Development	19	100,867	352,277	58,637
General Government	20	200,935	195,256	221,738
Debt Service	21	304,213	343,205	1,612,805
Capital Projects	22	184,312	0	0
<b>Total Government Activities Expenditures</b>	<b>23</b>	<b>2,655,881</b>	<b>2,985,886</b>	<b>3,552,766</b>
Business Type / Enterprises	24	985,216	1,553,814	1,208,338
<b>Total ALL Expenditures</b>	<b>25</b>	<b>3,641,097</b>	<b>4,539,700</b>	<b>4,761,104</b>
Transfers Out	26	451,483	271,097	245,005
<b>Total ALL Expenditures/Transfers Out</b>	<b>27</b>	<b>4,092,580</b>	<b>4,810,797</b>	<b>5,006,109</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>28</b>	<b>-400,567</b>	<b>-823,275</b>	<b>1,011,238</b>
Beginning Fund Balance July 1	29	1,802,022	2,625,297	1,614,059
<b>Ending Fund Balance June 30</b>	<b>30</b>	<b>1,401,455</b>	<b>1,802,022</b>	<b>2,625,297</b>

**RESOLUTION NO. 1178**

**A RESOLUTION ADOPTING THE FINAL FISCAL YEAR 2014-2015 ANNUAL BUDGET**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST BRANCH, IOWA:**

The final fiscal year 2014-2015 annual budget as set forth in the budget summary and certification of taxes and in the detailed budget in support thereof showing revenue estimates and appropriation expenditures and allocations to programs for said fiscal year is adopted.

Passed and approved the 3rd day of March, 2014.

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Colton Miller, Mayor Pro Tem

ATTEST:

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Matt Muckler, City Administrator/Clerk

# 16-142

## Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2014 - ENDING JUNE 30, 2015

The City of: West Branch County Name: CEDAR & JOHNSON Date Budget Adopted: \_\_\_\_\_  
(Date) xxxxxx

At a meeting of the City Council, held after the public hearing as required by law, as specified above, the proposed budget was adopted as summarized and attached hereto, and tax levies, as itemized below, were approved for all taxable property of this City. There is attached a Long Term Debt Schedule Form 703 for the debt service needs, if any.

	Telephone Number		Signature	
County Auditor Date Stamp	<b>January 1, 2013 Property Valuations</b>			
	With Gas & Electric	Without Gas & Electric	Last Official Census	
Regular	2a <b>130,264,563</b>	2b <b>128,918,052</b>	2,322	
<b>DEBT SERVICE</b>	3a <b>130,264,563</b>	3b <b>128,918,052</b>		
Ag Land	4a <b>494,357</b>			

					TAXES LEVIED			
Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement		(B) Property Taxes Levied		(C) Rate	
384.1	8.10000	Regular General Levy	5	1,055,143	1,044,236	43	8.10000	
(384)		Non-Voted Other Permissible Levies						
12(8)	0.67500	Contract for use of Bridge	6		0	44	0	
12(10)	0.95000	Opr & Maint publicly owned Transit	7		0	45	0	
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8		0	46	0	
12(12)	0.13500	Opr & Maint of City owned Civic Center	9	17,586	17,404	47	0.13500	
12(13)	0.06750	Planning a Sanitary Disposal Project	10		0	48	0	
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11		0	49	0	
12(16)	0.06750	Levee Impr. fund in special charter city	13		0	51	0	
12(18)	Amt Nec	Liability, property & self insurance costs	14	91,542	90,596	52	0.70274	
12(22)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	462	6,000	5,938	465	0.04606	
(384)		Voted Other Permissible Levies						
12(1)	0.13500	Instrumental/Vocal Music Groups	15		0	53	0	
12(2)	0.81000	Memorial Building	16		0	54	0	
12(3)	0.13500	Symphony Orchestra	17		0	55	0	
12(4)	0.27000	Cultural & Scientific Facilities	18		0	56	0	
12(5)	As Voted	County Bridge	19		0	57	0	
12(6)	1.35000	Missi or Missouri River Bridge Const.	20		0	58	0	
12(9)	0.03375	Aid to a Transit Company	21		0	59	0	
12(17)	0.20500	Maintain Institution received by gift/devise	22		0	60	0	
12(19)	1.00000	City Emergency Medical District	463		0	466	0	
12(21)	0.27000	Support Public Library	23		0	61	0	
28E.22	1.50000	Unified Law Enforcement	24		0	62	0	
<b>Total General Fund Regular Levies (5 thru 24)</b>			25	<b>1,170,271</b>	<b>1,158,174</b>			
384.1	3.00375	Ag Land	26	1,485	1,485	63	3.00375	
<b>Total General Fund Tax Levies (25 + 26)</b>			27	<b>1,171,756</b>	<b>1,159,659</b>		<b>Do Not Add</b>	
Special Revenue Levies								
384.8	0.27000	Emergency (if general fund at levy limit)	28	35,171	34,808	64	0.27000	
384.6	Amt Nec	Police & Fire Retirement	29		0		0	
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30	160,000	158,346		1.22827	
Rules	Amt Nec	Other Employee Benefits	31		0		0	
<b>Total Employee Benefit Levies (29,30,31)</b>			32	<b>160,000</b>	<b>158,346</b>	65	<b>1.22827</b>	
<b>Sub Total Special Revenue Levies (28+32)</b>			33	<b>195,171</b>	<b>193,154</b>			
Valuation								
386	As Req	With Gas & Elec		Without Gas & Elec				
	SSMID 1 (A)	(B)	34		0	66	0	
	SSMID 2 (A)	(B)	35		0	67	0	
	SSMID 3 (A)	(B)	36		0	68	0	
	SSMID 4 (A)	(B)	37		0	69	0	
	SSMID 5 (A)	(B)	555		0	565	0	
	SSMID 6 (A)	(B)	556		0	566	0	
	SSMID 7 (A)	(B)	1177		0		0	
<b>Total SSMID</b>			38	<b>0</b>	<b>0</b>		<b>Do Not Add</b>	
<b>Total Special Revenue Levies</b>			39	<b>195,171</b>	<b>193,154</b>			
384.4	Amt Nec	Debt Service Levy 76.10(6)	40	203,441	201,338	70	1.56175	
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41		0	71	0	
<b>Total Property Taxes (27+39+40+41)</b>			42	<b>1,570,368</b>	<b>1,554,151</b>	72	<b>12.04382</b>	

**COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:**  
 Budgets that **DO NOT** meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, and notarized, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.

**CHECK CITY VALUATIONS**  
Taxable Valuations By Class By Levy Authority

**Commercial & Industrial Replacement Claim Estimation**

This sheet has been designed to allow each city to estimate the amount of property tax reimbursement that will be received from the State for each fund.

The City of West Branch

	(A) Commercial - Non-TIF	(B) Commerical - TIF	(C) Industrial - Non-TIF	(D) Industrial - TIF
1	Taxable	51,137,666	17,453,373	
2	Assessed	53,829,122	0	18,371,972

REPLACEMENT \$		FILLS TO:
3	General Fund	\$33,407
4	Special Fund	\$4,434
5	Debt Fund	\$5,638

REVENUES, LINE 18, COL (C)  
REVENUES, LINE 18, COL (D)  
REVENUES, LINE 18, COL (F)

\* Please input the amount of revenue being received from State of Iowa sources in the form of grants or reimbursements below. Separate the revenues by fund receiving the money. The information below will flow to REVENUES line 18.

		General	Special Revenue	TIF Sp. Revenue	Debt Service	Capital Projects	Proprietary
Other State Grants & Reimbursements	18	\$3,500					

Fund Balance Worksheet for City of

**West Branch**

		General (A)	Special Rev (B)	TIF Special Rev (C)	Debt Serv (D)	Capt Proj (E)	Permanent (G)	Total Government (H)	Proprietary (I)	Grand Total (J)	
<b>(1)</b>											
<b>*Annual Report FY 2013</b>											
Beginning Fund Balance July 1 (pg 5, line 134) *	1	645,282	103,597	148,087	95,221		202,258	1,194,445	419,614	1,614,059	
Actual Revenues Except Beg Bal (pg 5, line 132) *	2	1,694,849	566,723	97,387	1,550,254		4,923	3,914,136	2,103,211	6,017,347	
Actual Expenditures Except End Bal (pg 12, line 259) *	3	1,549,686	483,105	37,387	1,612,805		51,338	3,734,321	1,271,788	5,006,109	
Ending Fund Balance June 30 (pg 12, line 261) *	4	790,445	187,215	208,087	32,670	0	155,843	1,374,260	1,251,037	2,625,297	
<b>(2)</b>											
<b>** Re-Estimated FY 2014</b>											
Beginning Fund Balance	5	790,445	187,215	208,087	32,670	0	155,843	1,374,260	1,251,037	2,625,297	
Re-Est Revenues	6	1,982,428	529,149	302,527	343,205	0	200	3,157,509	830,013	3,987,522	
Re-Est Expenditures	7	1,881,530	636,271	302,527	343,205	0	30,000	3,193,533	1,617,264	4,810,797	
Ending Fund Balance	8	891,343	80,093	208,087	32,670	0	126,043	1,338,236	463,786	1,802,022	
<b>(3)</b>											
<b>** Budget FY 2015</b>											
Beginning Fund Balance	9	891,343	80,093	208,087	32,670	0	126,043	1,338,236	463,786	1,802,022	
Revenues	10	1,704,029	589,605	0	309,851	184,312	2,000	2,789,797	902,216	3,692,013	
Expenditures	11	1,917,941	596,511	37,387	304,213	184,312	0	3,040,364	1,052,216	4,092,580	
Ending Fund Balance	12	677,431	73,187	170,700	38,308	0	128,043	1,087,669	313,786	1,401,455	

\* The figures in section (1) are taken from FORM F-66(IA-2) STATE OF IOWA FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2013

\*\* The remaining two sections are filled in by the software once ALL worksheets are completed.

CITY OF West Branch

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer.

Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The

	Request with Utility Replacement (A)	Property Taxes Levied (B)
1 Portion of General Fund Levy Used for Emerg. Mgmt. Comm.	<input type="text"/>	<u>0</u>
2 <u>Support of a Local Emerg.Mgmt.Comm.</u>	6,000	5,938
3 TOTAL FOR FISCAL YEAR 2014	6,000	5,938

EXPENDITURES SCHEDULE PAGE 1

Fiscal Year Ending 2015

Fiscal Years

GOVERNMENT ACTIVITIES (A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2015 (J)	RE-ESTIMATED 2014 (K)	ACTUAL 2013 (L)
<b>PUBLIC SAFETY</b>											
Police Department/Crime Prevention	1	280,592	63,696						344,288	322,916	315,893
Jail	2								0	0	0
Emergency Management	3								0	0	0
Flood Control	4								0	0	0
Fire Department	5	296,873							296,873	268,716	177,520
Ambulance	6								0	0	0
Building Inspections	7								0	0	0
Miscellaneous Protective Services	8								0	0	0
Animal Control	9	5,000							5,000	3,000	2,131
Other Public Safety	10								0	0	0
TOTAL (lines 1 - 10)	11	582,465	63,696	0			0		646,161	594,632	495,544
<b>PUBLIC WORKS</b>											
Roads, Bridges, & Sidewalks	12	243,990	246,326						490,316	457,970	622,506
Parking - Meter and Off-Street	13								0	0	0
Street Lighting	14	40,000							40,000	32,000	28,978
Traffic Control and Safety	15								0	0	0
Snow Removal	16								0	0	0
Highway Engineering	17								0	0	0
Street Cleaning	18								0	0	0
Airport (if not Enterprise)	19								0	0	0
Garbage (if not Enterprise)	20	64,500							64,500	55,555	55,173
Other Public Works	21								0	0	0
TOTAL (lines 12 - 21)	22	348,490	246,326	0			0		594,816	545,525	706,657
<b>HEALTH &amp; SOCIAL SERVICES</b>											
Welfare Assistance	23								0	0	0
City Hospital	24								0	0	0
Payments to Private Hospitals	25								0	0	0
Health Regulation and Inspection	26								0	0	0
Water, Air, and Mosquito Control	27								0	0	0
Community Mental Health	28								0	0	0
Other Health and Social Services	29								0	0	0
TOTAL (lines 23 - 29)	30	0	0	0			0		0	0	0
<b>CULTURE &amp; RECREATION</b>											
Library Services	31	209,708	30,484						240,192	218,141	226,169
Museum, Band and Theater	32								0	0	0
Parks	33								0	0	0
Recreation	34	143,366	14,347						157,713	532,313	88,949
Cemetery	35	98,593	21,786						120,379	125,355	85,267
Community Center, Zoo, & Marina	36	17,586							17,586	16,219	32,121
Other Culture and Recreation	37	83,320	5,387						88,707	62,963	24,879
TOTAL (lines 31 - 37)	38	552,573	72,004	0			0		624,577	954,991	457,385

EXPENDITURES SCHEDULE PAGE 2

Fiscal Year Ending 2015

Fiscal Years

GOVERNMENT ACTIVITIES CONT.	(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2015 (J)	RE-ESTIMATED 2014 (K)	ACTUAL 2013 (L)
<b>COMMUNITY &amp; ECONOMIC DEVELOPMENT</b>												
Community Beautification	39									0	0	0
Economic Development	40		38,480							38,480	21,250	21,250
Housing and Urban Renewal	41									0	0	0
Planning & Zoning	42		25,000							25,000	28,500	0
Other Com & Econ Development	43				37,387					37,387	302,527	37,387
TOTAL (lines 39 - 44)	45		63,480	0	37,387			0		100,867	352,277	58,637
<b>GENERAL GOVERNMENT</b>												
Mayor, Council, & City Manager	46		11,250	674						11,924	8,374	6,796
Clerk, Treasurer, & Finance Adm.	47		129,580	13,640						143,220	142,440	163,785
Elections	48									0	0	0
Legal Services & City Attorney	49		45,791							45,791	44,442	51,157
City Hall & General Buildings	50									0	0	0
Tort Liability	51									0	0	0
Other General Government	52									0	0	0
TOTAL (lines 46 - 52)	53		186,621	14,314	0			0		200,935	195,256	221,738
<b>DEBT SERVICE</b>	54					304,213				304,213	343,205	1,612,805
Gov Capital Projects	55						184,312			184,312	0	0
TIF Capital Projects	56									0	0	0
<b>TOTAL CAPITAL PROJECTS</b>	57		0	0	0		184,312	0		184,312	0	0
<b>TOTAL Government Activities Expenditures</b> (lines 11+22+30+38+45+53+54+57)	58		1,733,629	396,340	37,387	304,213	184,312	0		2,655,881	2,985,886	3,552,766
<b>BUSINESS TYPE ACTIVITIES</b>												
<b>Proprietary: Enterprise &amp; Budgeted ISF</b>												
Water Utility	59								565,320	565,320	451,880	259,473
Sewer Utility	60								379,896	379,896	1,101,934	883,628
Electric Utility	61								0	0	0	0
Gas Utility	62								0	0	0	0
Airport	63								0	0	0	0
Landfill/Garbage	64								0	0	0	0
Transit	65								0	0	0	0
Cable TV, Internet & Telephone	66								0	0	0	0
Housing Authority	67								0	0	0	0
Storm Water Utility	68								40,000	40,000	0	0
Other Business Type (city hosp., ISF, parking, etc.)	69								0	0	0	0
Enterprise DEBT SERVICE	70								0	0	0	65,237
Enterprise CAPITAL PROJECTS	71								0	0	0	0
Enterprise TIF CAPITAL PROJECTS	72								0	0	0	0
<b>TOTAL Business Type Expenditures (lines 59 - 73)</b>	73								985,216	985,216	1,553,814	1,208,338
<b>TOTAL ALL EXPENDITURES (lines 58+74)</b>	74		1,733,629	396,340	37,387	304,213	184,312	0	985,216	3,641,097	4,539,700	4,761,104
Regular Transfers Out	75		184,312	200,171					67,000	451,483	271,097	245,005
Internal TIF Loan / Repayment Transfers Out	76								0	0	0	0
<b>Total ALL Transfers Out</b>	77		184,312	200,171	0	0	0	0	67,000	451,483	271,097	245,005
<b>Total Expenditures &amp; Fund Transfers Out (lines 75+76)</b>	78		1,917,941	596,511	37,387	304,213	184,312	0	1,052,216	4,092,580	4,810,797	5,006,109
<b>Ending Fund Balance June 30</b>	79		677,431	73,187	170,700	38,308	0	128,043	313,786	1,401,455	1,802,022	2,625,297

\* A continuing appropriation is the unexpended budgeted amount from a prior year's capital project. The entry is made on the Con Approps page that must accompany the budget forms if used. SEE INSTRUCTIONS FOR USE.

The last two columns will fill in once the Re-Est forms are completed

REVENUES DETAIL

Fiscal Year Ending

2015

Fiscal Years

(A)	(B)	(C) GENERAL	(D) SPECIAL REVENUES	(E) TIF SPECIAL REVENUES	(F) DEBT SERVICE	(G) CAPITAL PROJECTS	(H) PERMANENT	(I) PROPRIETARY	(J) BUDGET 2015	(K) RE-ESTIMATED 2014	(L) ACTUAL 2013
<b>REVENUES &amp; OTHER FINANCING SOURCES</b>											
Taxes Levied on Property	1	1,159,659	193,154		201,338	0			1,554,151	1,452,149	1,329,718
Less: Uncollected Property Taxes - Levy Year	2								0	0	0
Net Current Property Taxes (line 1 minus line 2)	3	1,159,659	193,154		201,338	0			1,554,151	1,452,149	1,329,718
Delinquent Property Taxes	4								0	0	0
TIF Revenues	5								0	302,527	97,387
<b>Other City Taxes:</b>											
Utility Tax Replacement Excise Taxes	6	12,097	2,017		2,103	0			16,217	15,694	0
Utility franchise tax (Iowa Code Chapter 364.2)	7								0	0	0
Parimutuel wager tax	8								0	0	0
Gaming wager tax	9								0	0	0
Mobile Home Taxes	10								0	0	0
Hotel/Motel Taxes	11								0	0	0
Other Local Option Taxes	12		165,000						165,000	135,514	166,391
Subtotal - Other City Taxes (lines 6 thru 12)	13	12,097	167,017		2,103	0			181,217	151,208	166,391
Licenses & Permits	14	62,000							62,000	50,375	60,216
Use of Money & Property	15	5,900							5,900	5,600	7,084
<b>Intergovernmental:</b>											
Federal Grants & Reimbursements	16	6,000							6,000	6,000	6,000
Road Use Taxes	17		225,000						225,000	217,328	222,198
Other State Grants & Reimbursements	18	36,907	4,434	0	5,638	0		0	46,979	2,350	3,500
Local Grants & Reimbursements	19	157,930							157,930	152,607	149,517
Subtotal - Intergovernmental (lines 16 thru 19)	20	200,837	229,434	0	5,638	0		0	435,909	378,285	381,215
<b>Charges for Fees &amp; Service:</b>											
Water Utility	21							460,320	460,320	446,880	371,083
Sewer Utility	22							329,896	329,896	314,683	261,952
Electric Utility	23								0	0	0
Gas Utility	24								0	0	0
Parking	25								0	0	0
Airport	26								0	0	0
Landfill/Garbage	27	43,500							43,500	43,488	43,746
Hospital	28								0	0	0
Transit	29								0	0	0
Cable TV, Internet & Telephone	30								0	0	0
Housing Authority	31								0	0	0
Storm Water Utility	32							40,000	40,000	0	0
Other Fees & Charges for Service	33	84,537							84,537	61,130	40,225
Subtotal - Charges for Service (lines 21 thru 33)	34	128,037	0		0	0	0	830,216	958,253	866,181	717,006
Special Assessments	35								0	0	0
Miscellaneous	36	36,100					2,000	5,000	43,100	110,100	155,801
<b>Other Financing Sources:</b>											
Regular Operating Transfers In	37	99,399			100,772	184,312		67,000	451,483	271,097	245,005
Internal TIF Loan Transfers In	38								0	0	0
Subtotal ALL Operating Transfers In	39	99,399	0	0	100,772	184,312	0	67,000	451,483	271,097	245,005
Proceeds of Debt (Excluding TIF Internal Borrowing)	40								0	400,000	2,857,524
Proceeds of Capital Asset Sales	41								0	0	0
Subtotal-Other Financing Sources (lines 38 thru 40)	42	99,399	0	0	100,772	184,312	0	67,000	451,483	671,097	3,102,529
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43	1,704,029	589,605	0	309,851	184,312	2,000	902,216	3,692,013	3,987,522	6,017,347
Beginning Fund Balance July 1	44	891,343	80,093	208,087	32,670	0	126,043	463,786	1,802,022	2,625,297	1,614,059
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45	2,595,372	669,698	208,087	342,521	184,312	128,043	1,366,002	5,494,035	6,612,819	7,631,406

**CITY OF West Branch**  
**ADOPTED BUDGET SUMMARY**  
**YEAR ENDED JUNE 30, 2015**

**Fiscal Years**

(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2015 (J)	RE-ESTIMATED 2014 (K)	ACTUAL 2013 (L)
<b>Revenues &amp; Other Financing Sources</b>											
Taxes Levied on Property	1	1,159,659	193,154		201,338	0			1,554,151	1,452,149	1,329,718
Less: Uncollected Property Taxes-Levy Year	2	0	0		0	0			0	0	0
Net Current Property Taxes	3	1,159,659	193,154		201,338	0			1,554,151	1,452,149	1,329,718
Delinquent Property Taxes	4	0	0		0	0			0	0	0
TIF Revenues	5			0					0	302,527	97,387
Other City Taxes	6	12,097	167,017		2,103	0			181,217	151,208	166,391
Licenses & Permits	7	62,000	0					0	62,000	50,375	60,216
Use of Money and Property	8	5,900	0	0	0	0	0	0	5,900	5,600	7,084
Intergovernmental	9	200,837	229,434	0	5,638	0		0	435,909	378,285	381,215
Charges for Fees & Service	10	128,037	0		0	0	0	830,216	958,253	866,181	717,006
Special Assessments	11	0	0		0	0		0	0	0	0
Miscellaneous	12	36,100	0		0	0	2,000	5,000	43,100	110,100	155,801
Sub-Total Revenues	13	1,604,630	589,605	0	209,079	0	2,000	835,216	3,240,530	3,316,425	2,914,818
<b>Other Financing Sources:</b>											
Total Transfers In	14	99,399	0	0	100,772	184,312	0	67,000	451,483	271,097	245,005
Proceeds of Debt	15	0	0	0	0	0		0	0	400,000	2,857,524
Proceeds of Capital Asset Sales	16	0	0	0	0	0	0	0	0	0	0
Total Revenues and Other Sources	17	1,704,029	589,605	0	309,851	184,312	2,000	902,216	3,692,013	3,987,522	6,017,347
<b>Expenditures &amp; Other Financing Uses</b>											
Public Safety	18	582,465	63,696	0			0		646,161	594,632	495,544
Public Works	19	348,490	246,326	0			0		594,816	545,525	706,657
Health and Social Services	20	0	0	0			0		0	0	0
Culture and Recreation	21	552,573	72,004	0			0		624,577	954,991	457,385
Community and Economic Development	22	63,480	0	37,387			0		100,867	352,277	58,637
General Government	23	186,621	14,314	0			0		200,935	195,256	221,738
Debt Service	24	0	0	0	304,213		0		304,213	343,205	1,612,805
Capital Projects	25	0	0	0		184,312	0		184,312	0	0
Total Government Activities Expenditures	26	1,733,629	396,340	37,387	304,213	184,312	0		2,655,881	2,985,886	3,552,766
Business Type Proprietary: Enterprise & ISF	27							985,216	985,216	1,553,814	1,208,338
Total Gov & Bus Type Expenditures	28	1,733,629	396,340	37,387	304,213	184,312	0	985,216	3,641,097	4,539,700	4,761,104
Total Transfers Out	29	184,312	200,171	0	0	0	0	67,000	451,483	271,097	245,005
Total ALL Expenditures/Fund Transfers Out	30	1,917,941	596,511	37,387	304,213	184,312	0	1,052,216	4,092,580	4,810,797	5,006,109
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	31 32	-213,912	-6,906	-37,387	5,638	0	2,000	-150,000	-400,567	-823,275	1,011,238
Beginning Fund Balance July 1	33	891,343	80,093	208,087	32,670	0	126,043	463,786	1,802,022	2,625,297	1,614,059
Ending Fund Balance June 30	34	677,431	73,187	170,700	38,308	0	128,043	313,786	1,401,455	1,802,022	2,625,297

**LONG TERM DEBT SCHEDULE  
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS**

City Name: West Branch

Fiscal Year  
2015

	<b>Project Name (A)</b>	<b>Amount of Issue (B)</b>	<b>Date Certified to County Auditor (C)</b>	<b>Principal Due FY 2015 (D)</b>	<b>Interest Due FY 2015 +(E)</b>	<b>Bond Reg/Other Fees Due FY 2015 +(F)</b>	<b>Total Obligation Due FY 2015 =(G)</b>	<b>Paid from Funds OTHER THAN Current Year Property Taxes -(H)</b>	<b>Amount Paid by Current Year Debt Service Levy =(I)</b>
(1)	GO Corporate Purpose and Refunding Bonds, Series 2013	2,730,000		155,000	41,740		196,740	164,085	32,655
(2)	Water Revenue Bond	943,000		56,025	9,450		65,475	65,475	0
(3)	Fobian Lawsuit	197,500		41,579	6,549		48,128		48,128
(4)	Fire Department Expansion Project	376,700		99,013	1,759		100,772	100,772	0
(5)	Elgin Pelican Street Sweeper & Skid Loader	148,576		74,682	1,307		75,989		75,989
(6)	GO Property Acquisition Note	400,000		40,000	6,669		46,669		46,669
(7)							0		0
(8)							0		0
(9)							0		0
(10)							0		0
(11)							0		0
(12)							0		0
(13)							0		0
(14)							0		0
(15)							0		0
(16)							0		0
(17)							0		0
(18)							0		0
(19)							0		0
(20)							0		0
(21)							0		0
(22)							0		0
(23)							0		0
(24)							0		0
(25)							0		0
(26)							0		0
(27)							0		0
(28)							0		0
(29)							0		0
(30)							0		0
	<b>TOTALS</b>			466,299	67,474	0	533,773	330,332	203,441

## NOTICE OF PUBLIC HEARING BUDGET ESTIMATE

FISCAL YEAR BEGINNING JULY 1, 2014 - ENDING JUNE 30, 2015

City of West Branch, Iowa

The City Council will conduct a public hearing on the proposed Budget at 110 N. Poplar St., West Branch, IA  
on 3/3/2014 at 6:30 p.m.  
*(Date) xx/xx/xx (hour)*

The Budget Estimate Summary of proposed receipts and expenditures is shown below.  
Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor,  
City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property . . . . . \$ 12.04382  
The estimated tax levy rate per \$1000 valuation on Agricultural land is . . . . . \$ 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

(319) 643-5888  
phone number

Matt Muckler  
City Clerk/Finance Officer's NAME

		Budget FY 2015	Re-estimated FY 2014	Actual FY 2013
		(a)	(b)	(c)
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	1,554,151	1,452,149	1,329,718
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
<b>Net Current Property Taxes</b>	<b>3</b>	<b>1,554,151</b>	<b>1,452,149</b>	<b>1,329,718</b>
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	0	302,527	97,387
Other City Taxes	6	181,217	151,208	166,391
Licenses & Permits	7	62,000	50,375	60,216
Use of Money and Property	8	5,900	5,600	7,084
Intergovernmental	9	435,909	378,285	381,215
Charges for Fees & Service	10	958,253	866,181	717,006
Special Assessments	11	0	0	0
Miscellaneous	12	43,100	110,100	155,801
Other Financing Sources	13	451,483	671,097	3,102,529
<b>Total Revenues and Other Sources</b>	<b>14</b>	<b>3,692,013</b>	<b>3,987,522</b>	<b>6,017,347</b>
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	15	646,161	594,632	495,544
Public Works	16	594,816	545,525	706,657
Health and Social Services	17	0	0	0
Culture and Recreation	18	624,577	954,991	457,385
Community and Economic Development	19	100,867	352,277	58,637
General Government	20	200,935	195,256	221,738
Debt Service	21	304,213	343,205	1,612,805
Capital Projects	22	184,312	0	0
<b>Total Government Activities Expenditures</b>	<b>23</b>	<b>2,655,881</b>	<b>2,985,886</b>	<b>3,552,766</b>
Business Type / Enterprises	24	985,216	1,553,814	1,208,338
<b>Total ALL Expenditures</b>	<b>25</b>	<b>3,641,097</b>	<b>4,539,700</b>	<b>4,761,104</b>
Transfers Out	26	451,483	271,097	245,005
<b>Total ALL Expenditures/Transfers Out</b>	<b>27</b>	<b>4,092,580</b>	<b>4,810,797</b>	<b>5,006,109</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>28</b>	<b>-400,567</b>	<b>-823,275</b>	<b>1,011,238</b>
Beginning Fund Balance July 1	29	1,802,022	2,625,297	1,614,059
<b>Ending Fund Balance June 30</b>	<b>30</b>	<b>1,401,455</b>	<b>1,802,022</b>	<b>2,625,297</b>

RESOLUTION NO. 1179

RESOLUTION APPROVING A SERVICE AGREEMENT WITH J & M DISPLAYS IN CONNECTION WITH THE 2014 HOOVER'S HOMETOWN DAYS CELEBRATION.

WHEREAS, the City's premier event of the year is Hoover's Hometown Days; and

WHEREAS, a highlight of the 2013 Hoover's Hometown Days Celebration was the fireworks display; and

WHEREAS, the City Council has adopted the final fiscal year 2014-2015 budget; and

WHEREAS, the final fiscal year 2014-2015 budget for Hoover's Hometown Days includes funding for a fireworks display; and

WHEREAS, J & M Displays has submitted a proposed service agreement dated October 9, 2013, to provide said services in the amount of \$35,000.00; and

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreement with J & M Displays is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 3rd day of March, 2014.

\_\_\_\_\_  
Colton Miller, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk



RETURN TO J & M

# DISPLAY INFORMATION

Please complete the following information:

Display Date: SATURDAY AUGUST 2, 2014 Rain Date: AUGUST 3, 2014

Time of Display: Approximately 9:40 p.m.

Name of Organization Purchasing Display: City of West Branch

Billing Address: PO Box 218

City, State, Zip: West Branch, IA 52358

Telephone: (319)643-5888 Fax: (319)643-2305 E-mail: matt@westbranchiowa.org

Name of Contact Person: Matt Muckler

Contact Address: PO BOX 218

City, State, Zip: West Branch, IA 52358

Telephone: 319-643-5888 Fax: 319-643-2305 E-mail: matt@westbranchiowa.org

Send Invoice to: City of West Branch

Billing Address: PO BOX 218

City, State, Zip: West Branch, IA 52358

Telephone: 319-643-5888 Fax: 319-643-2305 E-mail: dawn@westbranchiowa.org

## OFFICE USE ONLY

J & M Fired  Insurance Extension:  YES or  NO  Customer Pick Up at \_\_\_\_\_  On Site Delivery

Delivery: Contact Delivery Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Delivery County: \_\_\_\_\_

Additional Contact Persons & Telephone Numbers: \_\_\_\_\_

Proposal # \_\_\_\_\_ Final Show \$: 35,000

Bonuses: \_\_\_\_\_ Prepayment \_\_\_\_\_ Multiple Year Agreement \_\_\_\_\_ Pick Up

Sales Representative: JM Customer PO Number: \_\_\_\_\_

O# \_\_\_\_\_ C# 18886

<input type="checkbox"/> tax exempt certificate received	<input type="checkbox"/> Agreement received	<input type="checkbox"/> Full payment	<input type="checkbox"/> Down payment
<input type="checkbox"/> permit received	<input type="checkbox"/> IQ received	\$ _____	\$ _____
<input type="checkbox"/> ATF permit	<input type="checkbox"/> S/P _____	Date _____ Check# _____	Date: _____ Check# _____

Exp. \_\_\_\_\_

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of October, 20 13, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as "Seller", and City of West Branch, Iowa, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$35,000 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of AUGUST 2, 2014 at approximately 9:40 pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

[checked] Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

the sum of \$ as a down payment upon execution of this Agreement. The balance of \$ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 1/2%) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

[checked] \$17,500 in full by May 1, 2014 (70 days prior to the event date). The Buyer will receive the 8% prepayment bonus product in this fireworks display.

[checked] \$17,500 in full by August 1, 2014 (30 days prior to event date). The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Weather Delay/Cancellation. If Buyer postpones or cancels the fireworks display after the Seller has arrived on site and began setting up the display, the Buyer shall pay to the Seller the amount of the shoot fee \$3,000 as payment in full for the postponement/cancellation fee. If the Buyer postpones or cancels the display prior to Seller arriving on site for set up, there will be no charge for rescheduling.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of AUGUST 3, 2014 or another date as agreed to by both parties. The determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller. In the event the Buyer does not choose to reschedule another date or cannot agree to a mutually convenient date with the Seller, then the Seller shall be entitled to thirty percent (30%) of the contract price for full settlement of this Agreement.

5. Insurance. (Check one of the below options):

[checked] Seller agrees to provide, at its expense, public liability and property damage insurance coverage, including spectator coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance naming the Buyer as an additional insured, and providing that the insurer shall not terminate or materially modify such policy without written notice to the Buyer not less than two (2) weeks in advance of such proposed termination or modification. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

\_\_\_\_\_ Buyer agrees to provide, at its expense, public liability and property damage insurance coverage with a rating by AM Best of A VIII or higher, including spectator coverage in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance naming the Seller as an additional insured, and providing that the insurer shall not terminate or materially modify such policy without written notice to the Seller not less than two (2) weeks in advance of such proposed termination or modification. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

**6. Buyer agrees to provide:**

- (a) sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) protection of the display area by roping off or similar facility.
- (c) adequate police protection to prevent spectators from entering display area.
- (d) dry, clean sand, if needed, for firing.
- (e) inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search.
- (f) necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: James J. Lee  
J & M Displays, Inc.  
SELLER

BY: \_\_\_\_\_  
BUYER

Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.

RESOLUTION 1180

RESOLUTION APPROVING THAT CERTAIN AGREEMENT WITH THE WEST BRANCH COMMUNITY SCHOOL DISTRICT FOR THE PROVISION OF SAFE TRAFFIC AND PEDESTRIAN CIRCULATION IN AND AROUND THE HERBERT HOOVER ELEMENTARY AND MIDDLE SCHOOL COMPLEX.

WHEREAS, the City of West Branch is concerned about the safety of children walking to and from school; and

WHEREAS, the City Council finds it in the best interest of the residents of West Branch to add sidewalks, make road and drainage improvements and provide for the safe circulation of traffic in and around the Herbert Hoover Elementary and Middle School Complex; and

WHEREAS, these safety improvements require a perpetual access easement agreement to be made and entered into by and between the City of West Branch and the West Branch Community School District; and

WHEREAS, the City Attorney and City Staff have prepared a perpetual access easement agreement for the review of the West Branch Community School District; and

WHEREAS, the perpetual access easement 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 easement agreement with the West Branch Community School District 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 3<sup>rd</sup> day of March, 2014.

---

Colton Miller, Mayor Pro Tem

ATTEST:

---

Matt Muckler, City Administrator/Clerk

Preparer Information: Kevin D. Olson, West Branch City Attorney, PO Box 5640, Coralville, Iowa 52241 (319)351-2277.  
Return document to: City of West Branch, PO Box 218, West Branch, Iowa 52358 (319)643-5888.

### **PERPETUAL ACCESS EASEMENT**

THIS AGREEMENT, made and entered into by and between **West Branch Community School District**, hereinafter referred to as "GRANTOR," and the **City of West Branch**, a municipal corporation, PO Box 218, 110 N. Poplar Street, West Branch, Iowa 52358, hereinafter referred to as "CITY."

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTORS state that GRANTORS are the lawful possessors of certain real estate property situated in Cedar County, Iowa, said real estate property being two adjacent portions of two adjacent parcels, the portion of the first parcel being approximately 33,129 square feet and the portion of the second parcel being approximately 941 square feet, more specifically described as the North 82.00 feet of Lot 20 of Reeder's Plat of the Town of West Branch, Iowa as recorded in Town Lot Deed Book S, Page 352 of the Cedar County Records AND the North 82.00 feet of the West 11.48 feet of Lot 21 of Reeder's Plat of the Town Of West Branch as recorded in Town Lot Deed Book S, Page 352 of the Cedar County Records; (hereafter collectively the "Property"), said Property being depicted on the drawing attached hereto as Exhibit "A" and by this reference being incorporated into this Agreement.
2. That GRANTORS state that said possession is not subject to any other third-party possessory or proprietary interests.
3. That GRANTORS hereby grant and convey to the CITY and the general public a nonexclusive perpetual access easement across the Property for the purposes of providing the CITY with access from CITY property upon which the water tower sits to N. Maple Street.

4. That GRANTORS hereby covenant that GRANTORS are lawfully seized, possessed, and are the owners of the real estate described above, and that GRANTORS have a good and lawful right to convey this easement.
5. That CITY shall have the right to trim and remove all trees and bushes which may interfere with the exercise of the CITY'S rights pursuant to this easement.
6. That CITY and general public shall have the right of ingress and egress to and from the Perpetual Access Easement by such route as shall occasion the least practical damage and inconvenience to the GRANTORS.
7. That GRANTORS reserve the right to use the above-described real estate for purposes which shall not interfere with the CITY'S or public's full enjoyment of the rights granted in this easement.
8. That CITY will continue to maintain the City's property, upon which the water tower sits and which provides the entrance to the Property described above in Section 1 and depicted in "Exhibit A," and the North Maple Street right-of-way which provides the exit from the Property described above in Section 1 and depicted in "Exhibit A."
9. That GRANTORS will continue to maintain their Property as described above in Section 1 and depicted in Exhibit "A."
10. That GRANTORS acknowledge that possession of the Property hereto is the essence of this Agreement and that, accordingly, GRANTORS do hereby grant the CITY immediate possession of said real property to provide access to N. Maple Street to the CITY and the general public.
11. That provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution.
12. That this written Perpetual Access Easement Agreement constitutes the entire agreement between GRANTORS and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**GRANTORS:**

**CITY OF WEST BRANCH:**

By: \_\_\_\_\_  
Kathy Knoop, President

\_\_\_\_\_  
Colton Miller, Mayor Pro Tem

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Angie Klinkhammer, Secretary

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

**STATE OF IOWA, CEDAR COUNTY, ss:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Colton Miller and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Colton Miller and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary public

**STATE OF IOWA, CEDAR COUNTY, ss:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kathy Knoop and Angie Klinkhammer, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of the Board of Directors of the West Branch Community School District; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the Board of Directors; and Kathy Knoop and Angie Klinkhammer acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary public

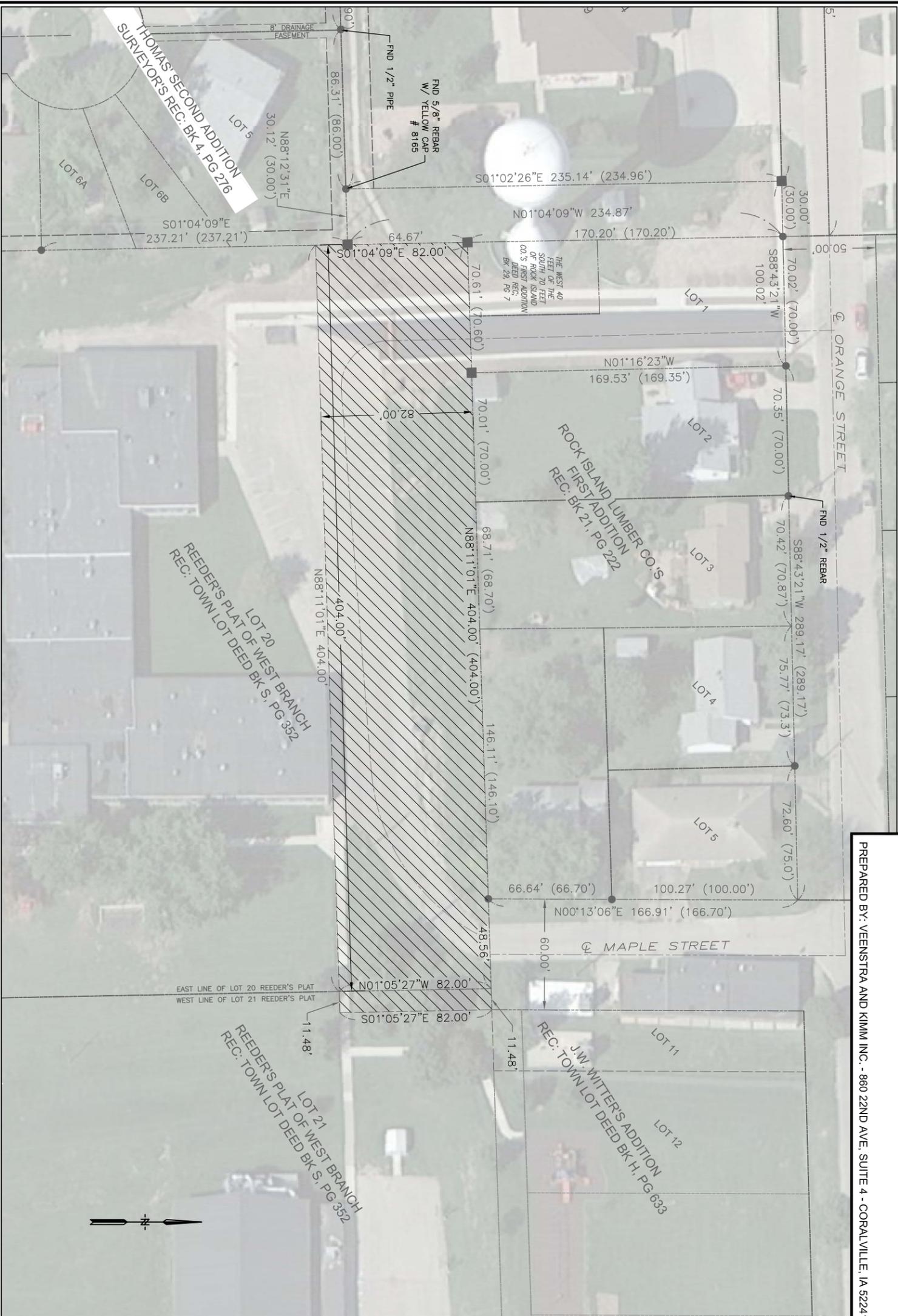
# EXHIBIT A

X-REFS:  
FILE PATH: Z:\WEST BRANCH 368126 MAPLE STREET SIDEWALK CONSULTATION\DRAWINGS\DESIGN DRAWINGS\EASEMENT

PLOTTED: Monday, February 24, 2014 1:53:54 PM

## PERPETUAL EASEMENT

INGRESS / EGRESS, PUBLIC UTILITY AND SIDEWALK EASEMENT PREPARED FOR  
THE CITY OF WEST BRANCH, CEDAR COUNTY, IOWA



PREPARED BY: VEENSTRA AND KIMM INC. - 860 22ND AVE. SUITE 4 - CORALVILLE, IA 52241 - 319-466-1000

**Easement Description**  
A Perpetual Ingress / Egress, Public Utility and Sidewalk Easement on, under, across and through Lot 20 and Lot 21 of Reeder's Plat located in Section 6, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa being more particularly described as:

The North 82.00 feet of Lot 20 of Reeder's Plat of the Town of West Branch, Iowa as recorded in Town Lot Deed Book S, Page 352 of the Cedar County Records. Said Perpetual Easement contains 33,129 square feet.

AND

The North 82.00 feet of the West 11.48 feet of Lot 21 of Reeder's Plat of the Town of West Branch as recorded in Town Lot Deed Book S, Page 352 of the Cedar County Records. Said Perpetual Easement contains 941 square feet.

- LEGEND**
- FOUND PROPERTY CORNER
  - FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
  - FOUND 1/2" REBAR W/ YELLOW CAP #14233
  - ( ) RECORD DISTANCE OR BEARING
  - ROAD CENTERLINE
  - PARCEL BOUNDARY
  - PROPERTY / ROW LINES
  - EASEMENT LINES

PROPRIETOR: WEST BRANCH CONSOLIDATED SCHOOL DISTRICT  
PREPARED FOR: CITY OF WEST BRANCH, IA

DATE	REVISIONS	SCALE	AS NOTED	VERIFY SCALE
		DRAWN	BCJ	BAR IS ONE INCH ON ORIGINAL DRAWING.
		CHECKED	ALG	IF NOT ONE INCH ON SCALES ACCORDINGLY.
		APPROVED	DRS	
		DATE	2/24/2014	
		ISSUED FOR		



**VENSTRA & KIMM, INC.**  
Perpetual Easement  
City of West Branch, Iowa  
860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565  
319-466-1000 • 319-466-1000(FAX) • 888-241-8001(WAITS)

Ingress / Egress, Public Utility  
and Sidewalk Easement  
for the City of West Branch, Iowa  
DWG. NO. PE-01  
PROJECT 368126

RESOLUTION NO. 1181

RESOLUTION APPROVING A 28E AGREEMENT WITH THE WEST BRANCH COMMUNITY SCHOOL DISTRICT TO MAKE ROAD AND SIDEWALK IMPROVEMENTS IN AND ADJACENT TO NORTH MAPLE STREET AND THE MIDDLE SCHOOL PARKING LOT.

WHEREAS, the City of West Branch is concerned about the safety of children walking to and from school; and

WHEREAS, the City finds it in the best interest of the residents of West Branch to add sidewalks around the Herbert Hoover Elementary and Middle School Complex; and

WHEREAS, the City Council has discussed at length the sidewalks that would provide the most benefit to children walking to school; and

WHEREAS, this project would take place on both City and School District Property; and

WHEREAS, the City Staff, in order to further the goals of the City Council proposed a 28E Agreement to the West Branch Community School District Board of Education which included a provision for cost sharing; and

WHEREAS, the School Board agreed that road and sidewalk improvements in and adjacent to North Maple Street and the Middle School Parking Lot would improve the safety of children and parents traveling in the area; and

WHEREAS, the School Board approved the 28E Agreement at their February 2014 Board Meeting; and

WHEREAS, it is now necessary to approve said agreement.

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

Passed and approved this 3rd day of March, 2014.

\_\_\_\_\_  
Colton Miller, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

## 28E AGREEMENT

THIS AGREEMENT entered into by and between the City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358 (hereafter referred to as the “City”); and the West Branch Community School District, 148 N. Oliphant Street, West Branch, Iowa 52358 (hereafter referred to as “School”).

WHEREAS, the City has agreed to undertake certain sidewalk improvements and road improvements, some of which will be constructed on property owned by the School, that property being generally referred to as the north Middle School parking lot near N. Maple Street (collectively the “Property”)

WHEREAS, the City will construct street and sidewalk improvements in and adjacent to N. Maple Street and the Middle School parking lot (the “Project”); and

WHEREAS, the City has agreed to be the lead agency to construct all of the Projects in strict compliance with Chapter 26 of the Code of Iowa; and

WHEREAS, the School has agreed to reimburse the City the cost of \$18,000.00 for the sidewalks to be constructed on the School’s property; and

WHEREAS, it is now necessary for the City and School to enter into a 28E Agreement to outline the obligations and responsibilities of each party as it pertains to the construction of the Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE.** The purpose of this 28E Agreement is to set forth the duties and obligations of the City and School in connection with the construction of the Project.

2. **CONSIDERATION.** It is hereby expressly acknowledged by both the City and School that the construction of and payment for the Projects in accordance with the terms and conditions set forth in this Agreement constitutes mutual and sufficient consideration to enter into this Agreement.

3. **SEPARATE ENTITY.** Further, it is hereby noted that no separate legal entity shall be created by this Agreement and the West Branch City Council and Board of Directors of the West Branch Community School District.

**4. DUTIES AND RESPONSIBILITIES OF THE PARTIES.**

- A. City shall construct the projects using the public bidding procedures outlined in Chapter 26 of the Code of Iowa. City shall pay all pay applications and/or change orders during the construction of the Project.
- B. After completion of the Projects and acceptance of the Projects by the City, the School shall pay to the City, the sum of \$18,000.00, which is the cost of the sidewalk portion of the Project constructed on property owned by School. Said payment shall be within thirty (30) days of the submission of an invoice to the School.
- C. As between the parties, it is the sole responsibility of the City to design and construct the Projects in accordance with the plans and specifications accepted and approved by the West Branch City Council and the School, to the extent a portion of the Project is constructed on Property.
- D. Temporary Construction Easement. As part of this Agreement, the School grants to the City, a temporary construction easement to construct the Project on the School Property. Said temporary construction easement will contain the following terms:
  - 1. The City shall indemnify and hold the School harmless from any and all damages and claims made against the City which is caused by the negligent act of the City or its contractor(s) while constructing the Project unless said damages or claims are caused by the negligence of the School, its employees or agents.
  - 2. That the City will place in its specifications for the Project the requirement that its Contractor(s) name the School as an additional insured for its construction on School property.
  - 3. That City or its Contractor(s) shall repair the areas on the Property used for construction to as near as possible to the position it was prior to the construction of its Project.
  - 4. That the City shall give the School twenty-four hours notice of its intention to enter School property to construct the Project.

5. School reserves the right to limit the times of construction on its property to ensure that School activities are not disturbed.
6. That this temporary construction easement will automatically end upon the completion and acceptance of the Projects as required by Chapters 26 and 573 of the Code of Iowa.

5. **MAINTENANCE OBLIGATIONS.** Each party expressly agree that each party will maintain the property owned by each party.

6. **FILING.** The City Clerk of West Branch shall file this Agreement with the Iowa Secretary of State's office as required by Section 28E.8 of the Code of Iowa.

Executed and approved this \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY:

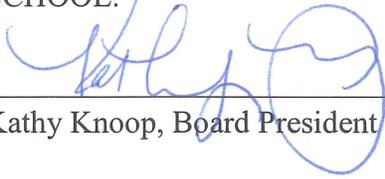
\_\_\_\_\_  
Mark Worrell, Mayor

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

Executed and approved this 10~~th~~ day of February, 2014.

SCHOOL:



\_\_\_\_\_  
Kathy Knoop, Board President

ATTEST:

  
\_\_\_\_\_  
Angela Klinkhammer, Board Secretary

RESOLUTION NO. 1182

A RESOLUTION APPROVING A CONSULTING SERVICES AGREEMENT FOR THE FACILITATION OF A CAPITAL IMPROVEMENTS PLAN WITH CALLAHAN MUNICIPAL CONSULTANTS, LLC IN AN AMOUNT NOT TO EXCEED \$2,950.

WHEREAS, the City Council of the City of West Branch approved the West Branch Comprehensive Plan Update on April 1, 2013; and

WHEREAS, the City Council now desires to prioritize and plan for capital projects in the City; and

WHEREAS, the City Council believes that the best manner in which to accomplish this goal is to include a facilitator, city staff, the city engineer and the city's independent financial advisor; and

WHEREAS, the consultant proposal to accomplish the facilitation of the capital improvement plan has been submitted by Callahan Municipal Consultants, LLC and includes a scope of services, a time of completion, general terms, and compensation for services; and

WHEREAS, it is now necessary for the City Council to approve said consultant agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves a consulting services agreement with Callahan Municipal Consultants, LLC for the facilitation of a capital improvements plan in an amount not to exceed \$2,950.

Passed and approved this 3rd day of March, 2014.

\_\_\_\_\_  
Colton Miller, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk



February 20, 2014

Matt Muckler  
City Administrator  
City Hall – 110 North Poplar St.  
West Branch, Iowa 52358

Re: Facilitation of CIP Meetings

Dear Matt:

You recently contacted us regarding a proposal to facilitate five City Council work sessions for the preparation of a capital improvements plan (CIP). We would be pleased to provide this service to the City of West Branch. We have prepared twelve capital plans for cities in Iowa and have developed a comprehensive process for the preparation of a CIP.

### **Infrastructure Plans & Studies Completed or Proposed**

You explained to us that the City has already completed or is in the process of completing various planning reports that will be very useful in the preparation of the CIP. You mentioned that these reports include recently completed comprehensive plan, a library expansion study, and a public input survey. A parks and recreation study will be completed in June.

### **CIP Partners**

It is our understanding that Speer Financial will be handling the financial portion of the CIP and that Veentra & Kimm will provide engineering cost estimates for the proposed projects. The City Staff will provide the overall coordination of the CIP preparation process. You requested our assistance with the facilitation of various meetings to explain the CIP process and the actual preparation of the CIP. We discussed the following meetings and tentative dates.

### **Initial CIP Overview Meetings – April 21**

We would meet with the City Department Heads in the afternoon and the City Council in the evening to provide an overview of the reasons for completing a CIP, define what we mean by a capital project, and discuss the process to prepare a CIP. We would also discuss potential capital projects.

### **Project Review Meeting – May 5**

The purpose of this meeting would review all the capital projects that have been proposed by the Mayor, City Council, and Department Heads. The merits of each project would be discussed. We would identify those projects that may require additional research.

**Project Prioritization Work Session – June 23**

We would facilitate a City Council work session to review all the proposed capital projects. We would assist the Mayor and City Council with a process to rank or prioritize the proposed capital projects.

**CIP Draft Review Meeting – July 21**

A date would be selected in July to review the first draft of the proposed CIP with the Mayor, City Council, and City Department Heads. The financial component of the CIP will be presented by Speer Financial at this meeting. The City Council may conduct a second ranking of projects, depending upon the impact that the proposed capital projects could have on the City’s overall financial situation. The CIP will then be modified and revised, as directed by the Mayor, City Council and City Staff.

**CIP Review and Approval – August 18**

The last meeting would include a review of the most current draft of the CIP. The mandatory public hearing could be conducted at this same meeting. After the final corrections and changes have been reviewed and approved, the City Council would be asked to formally approve the CIP by resolution.

**Consulting Fees and Expenses**

We would agree to facilitate these five meetings for the City of West Branch for a fee not to exceed \$2,950.00, which includes all consulting time and all travel expenses for the five meetings listed in this proposal. This fee would include consultations by telephone from city staff regarding various aspects of preparing the capital improvements plan.

If you have any questions, please feel free to contact us.

Sincerely,

Callahan Municipal Consultants, LLC



Patrick Callahan  
Municipal Consultant

RESOLUTION NO. 1183

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 3rd day of March, 2014.

\_\_\_\_\_  
Colton Miller, Mayor Pro Tem

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 29th day of January, 2014, 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 29, 2014, 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 1<sup>st</sup> 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, 2014, the sum of \$3,887.00 which shall be for the period running to July 1, 2015, and \$3,887.00 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 29th day of January, 2014, 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   
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 29th day of January, 2014, 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 29, 2014, 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 1<sup>st</sup> 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, 2014, the sum of \$24,282.00 which shall be for the period running to July 1, 2015, and \$24,282.00 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

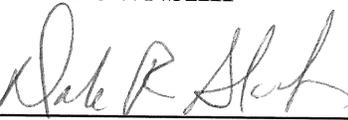
**B. Workmens Compensation:** Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 29th day of January, 2014, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

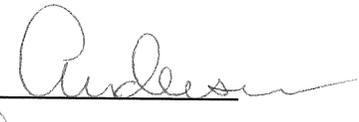
**CITY OF WEST BRANCH**

**GOWER 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 29th day of January, 2014, 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 29, 2014, 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 1<sup>st</sup> 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, 2014, the sum of \$17,953.00 which shall be for the period running to July 1, 2015, and \$17,953.00 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 29th day of January, 2014, 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

**GRAHAM TOWNSHIP**

BY Michael F. Ryan  
TRUSTEE

BY [Signature]  
TRUSTEE

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 29th day of January, 2014, 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 29, 2014, 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 1<sup>st</sup> 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, 2014, the sum of \$6,761.00 which shall be for the period running to July 1, 2015, and \$6,761.00 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 29th day of January, 2014, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

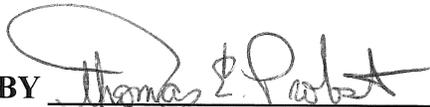
**CITY OF WEST BRANCH**

**IOWA TOWNSHIP**

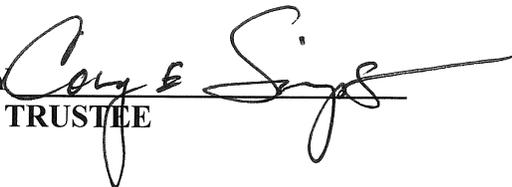
BY \_\_\_\_\_  
MAYOR

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 29th day of January, 2014, 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 29, 2014, 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 1<sup>st</sup> 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, 2014, the sum of \$67,738.00 which shall be for the period running to July 1, 2015, and \$67,738.00 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 29th day of January, 2014, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

**CITY OF WEST BRANCH**

**SCOTT TOWNSHIP**

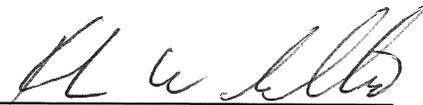
BY \_\_\_\_\_  
MAYOR

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 29th day of January, 2014, 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 29, 2014, 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 1<sup>st</sup> 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, 2014, the sum of \$24,300.00 which shall be for the period running to July 1, 2015, and \$24,300.00 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 29th day of January, 2014, 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 Richard Paulsen  
TRUSTEE

\_\_\_\_\_

BY Mark Anderson  
TRUSTEE

BY \_\_\_\_\_  
CITY CLERK

BY Ant Pedersen  
TRUSTEE

CITY OF WEST BRANCH  
COUNCIL ACTION REPORT

MEETING DATE: March 3, 2014

AGENDA ITEM: 8a

DATE PREPARED: February 25, 2014

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 Iowa have established policies and procedures for managing and controlling the quantity and quality of stormwater runoff and established stormwater utilities to fund their stormwater management programs and facilities. Some of the communities include Ames, Bettendorf, Boone, Burlington, Carroll, Clive, Coralville, Des Moines, Dubuque, Iowa City, Norwalk, Sac City, State Center, Sioux City, Waukee, Windsor Heights and West Des Moines.

These cities have found that the stormwater drainage system provides benefits and services to all property within the city limits, including the provision of adequate systems for collection, conveyance, detention, treatment and release of stormwater for quality and quantity management that minimize impacts on receiving waters.

Property owners are charged stormwater management fees based on the total impervious surface area on the property. An Equivalent Residential Unit (ERU) is measured by the square footage. Iowa City's ERU is 3,129 square feet. Coralville's ERU is 3,440 square feet. The stormwater management fee system is based on the total impervious surface area divided by one ERU. In most municipalities, 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. In both Iowa City and Coralville, non-residential properties are charged \$2.00 for the first ERU and \$0.75 for each ERU thereafter.

City Engineer Dave Schechinger and City Attorney briefed the City Council on the formation of a stormwater utility at the May 5, 2013 City Council Meeting. An ordinance was considered at the August 19, 2014 City Council Meeting and was tabled for future consideration.

(continued on the next page)

Since that time, City Engineer Dave Schechinger has developed five potential funding scenarios for the City Council to consider. City Attorney Kevin Olson has drafted an ordinance for the City Council to consider that is based in part on the model stormwater utility ordinance produced by the Iowa Stormwater Education Program.

**RECOMMENDATIONS:**

City Council should have discussion on the pros and cons of creating a stormwater utility. If the decision is made to move forward with a stormwater utility ordinance, members of the City Council could provide feedback to city staff on which funding scenario is preferred or if there are any suggested changes to Ordinance 718.

**ATTACHMENTS:**

Ordinance 718

2013 IAMU – ISWEP Stormwater Utility Survey

Stormwater Utility Fees Options Summary

Funding Scenarios 1-5

West Branch ERU Examples (Note: These were calculated at 4,000 square feet per ERU. Current funding scenarios are based on 3,500 square feet per ERU.)

*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

Stormwater Utility Model Ordinance - ISWEP

\*Information provided in the “Project Description” section is taken from three documents: 1) the document entitled “Stormwater Utility – Answers to Frequently Asked Questions” produced by the City of Waukee, IA, 2) the Stormwater Utility Model Ordinance produced by the Iowa Stormwater Education Program (ISWEP) and 3) the 2013 IAMU – ISWEP Stormwater Utility Survey.

**ORDINANCE NO. 718**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH BY CREATING AND INCORPORATING A STORM WATER UTILITY.

WHEREAS, the City Council of the City of West Branch, Iowa, has heretofore deemed it necessary and desirable to create a storm water utility for the construction, repair and maintenance of the storm water management system within the City; and

WHEREAS, in order to fund a storm water program, the City Council has heretofore deemed it necessary for the collection of fees from contributors and users of the storm water management system within the City.

NOW, THEREFORE, BE IT ORDAINED:

1, Amendment. The Code of Ordinances of the City of West Branch is hereby amended by incorporating the chapter entitled “Storm Water Utility”, which reads as attached on Exhibit “A” attached hereto.

Section 2 Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

First Reading:            March 24, 2014  
Second Reading:  
Third Reading:

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Mark Worrell, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk

## EXHIBIT "A"

### STORM WATER UTILITY

#### **SECTION 1. PURPOSE.**

1. The purpose of this Article is to establish a policy and procedure for managing and controlling the quantity and quality of stormwater runoff, within the city limits of West Branch, Iowa. The management shall include the establishment of a stormwater utility to provide revenues for whatever aspects of this requirement are deemed appropriate by the City.
2. The city finds, determines and declares that the stormwater drainage system provides benefits and services to all property within the city limits. Such benefits include, but are not limited to: the provision of adequate systems for collection, conveyance, detention, treatment and release of stormwater for quality and quantity management that minimize impacts on receiving waters.
3. In order to manage additions and improvements to the city stormwater systems, the City must have adequate and stable funding for its stormwater management program operating and capital investment needs. It is determined and declared to be necessary and conducive to 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 and replacement, including the payment of debt service, for construction and repair of the storm water drainage system and flood protection improvements comprising the storm water utility.

#### **SECTION 2. CREATION OF A STORM WATER UTILITY**

1. The function of the Storm Water Utility is to provide for the safe and efficient capture of stormwater runoff, mitigate the damaging effects of stormwater runoff, correction of stormwater problems, to fund activities of stormwater management, and include design, planning, regulations, education, coordination, construction, operations, maintenance, inspection and enforcement activities.
2. There is hereby established a storm water utility within the City of West Branch, Iowa which shall be responsible for creating revenue for stormwater management throughout the City's corporate limits, and shall provide for the management, protection, control, regulation, use, and enhancement of stormwater systems and facilities. Such utility shall be under the operational direction of the Public Works Director. The corporate limits of the City, as increased from time to time, shall constitute the boundaries of the storm water utility district.

3. The City shall establish a Stormwater Utility Fund in the City budget and accounting system, separate and apart from its General Fund, for the purpose of dedicating and protecting all funding applicable to the purposes and responsibilities of the utility.

### **SECTION 3. DEFINITIONS.**

1. “User” means any person or entity 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 indirectly protected by the City’s flood protection system or storm water drainage system. The term “Contributor” or “User” means any person or entity 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 Administrator or his/her designee.
4. “Dwelling Unit” means a singular unit, apartment, condominium, mobile home or manufactured home which provides independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking or sanitation.
5. “Equivalent Residential Unit” (“ERU”) means the average impervious area of a residentially 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 prevent or retard infiltration of water back into the soil, as it would enter 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 which was present under natural conditions as undeveloped property, including, but not limited to roofs, roof extensions, patios, porches, driveways, pavement, gravel/rock based parking areas and athletic courts.
9. “Multi-family residential property” means a residential structure designed with three or more dwelling units to accommodate three or more families or groups of individuals living separately and not sharing the same living space and mobile home parks.

10. “Non residential property” means any property developed for commercial, industrial, governmental or institutional use, including churches, hospitals, parking lots, nursing homes and multi-use facilities incorporating residential uses.
11. “Single-family residential property” means a detached residential structure, including a mobile/manufactured home, designed as a single dwelling unit to accommodate one family or a 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 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 management of the 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. “Two-family residential property” means a residential structure with two dwelling units, to accommodate two families or groups of individuals living separately in different dwelling units.
16. “Undeveloped property” means any real property that has no impervious area.

#### **SECTION 4. POWERS OF THE UTILITY.**

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

1. Prepare ordinances as needed to implement this division and place them for consideration and adoption by the City Council, 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 related to design, construction, maintenance, operation and alteration of the utility system, including, but not limited to the quantity, quality and/or velocity of the storm water conveyed hereby.
4. Inspect private systems as necessary to determine the compliance of such systems with this chapter and any ordinances or regulations adopted by this chapter.
5. Prepare and revise a comprehensive drainage and flood protection plan for periodic review and adoption by the City Council.
6. Review plans, approve or deny, inspect and accept extensions to the storm water drainage system.
7. 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 to make recommendations regarding adjustment to such fees, charges, fines and other revenues.
8. Prepare and file an annual operating budget for the utility and make recommendations regarding the financing of the cost of extending and replacing portions of the system.

#### **SECTION 5. ORGANIZATION**

The City 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 Public Works Director, 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 by the City Council and shall carry out the policy directives of the City Council acting in its role as governing body of the storm water management utility.

#### **SECTION 6. ESTABLISHMENT OF THE EQUIVALENT RESIDENTIAL UNIT (“ERU”).**

For purposes of this chapter, the ERU shall be the equivalent to 3,500 square feet of impervious area.

#### **SECTION 7. STORM WATER UTILITY CHARGE.**

Every user owning or occupying property that is not exempt property in the City of West Branch shall pay to the City a storm water utility charge as determined in this chapter. In the event that the owner and occupant of the 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 the occupant.

**SECTION 8. ERU RATE.**

The ERU rate to be applied to residential and nonresidential properties shall be as follows:

- a. Commencing July 1, 2014, the ERU rate will equal \$2.00
- b. Commencing July 1, 2015, the ERU rate will equal \$2.25
- c. Commencing July 1, 2016, the ERU rate will equal \$2.50
- d. Commencing July 1, 2017, the ERU rate will equal \$2.75.
- e. Commencing July 1, 2018, the ERU rate will equal \$3.00.

**SECTION 9. DETERMINATION OF THE STORM WATER UTILITY CHARGE.**

- 1. Single-Family and Two-Family Residential Property.
  - a. The storm water utility charge for single-family properties shall be one hundred percent (100%) of the ERU rate per month.
  - b. The storm water utility charge for two-family residential properties shall be 2 times the ERU rate per month.
  - c. The storm water utility charge shall commence upon the earlier of the following:
    - (i) The issuance of a certificate of occupancy.
    - (ii) Ninety (90) days after construction is halted, provided construction is at least 50% complete in the judgment of the director.
    - (iii) Ninety (90) days after construction is completed, even if no certificate of occupancy has been issued.
- 2. Multi-Family Residential Property and Nonresidential Property.
  - a. The storm water utility charge for multi-family residential properties and nonresidential properties, or a structure containing both multi-family residential and nonresidential uses, shall be calculated as follows:
    - (i) One hundred percent (100%) of the ERU rate per ERU for the first twenty (20) ERUs, plus
    - (ii) \$0.75 per ERU for each ERU after the first twenty ERU's.
  - b. The storm water utility charge shall commence upon the earlier of the following:
    - (iv) The issuance of a certificate of occupancy.
    - (v) Ninety (90) days after construction is halted, provided construction is at least 50% complete in the judgment of the director.
    - (vi) Ninety (90) days after construction is completed, even if no certificate of occupancy has been issued.

## **SECTION 10.**

## **POWERS AND DUTIES OF CITY.**

The City shall have the following powers, duties, and responsibilities with respect to the stormwater utility:

1. Administer the design, construction, maintenance and operation of the utility system, including capital improvements designated in the comprehensive drainage plan.
2. 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, treatment and retention as will support a stormwater management system.
3. 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 and costs of borrowing. 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 utility fund and shall be used for no other purpose.

## **SECTION 11. RESPONSIBILITY FOR STORM WATER MANAGEMENT AND DRAINAGE SYSTEM.**

1. The City stormwater management and drainage system consists of all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage ways, channels, ditches, swales, storm sewers, culverts, inlets, catch basins, pipes, head walls and other structures, natural or man-made, within the political boundaries of the City of West Branch which control and/or convey stormwater through which the City intentionally diverts surface waters from its public streets and properties. The City owns or has legal access for purposes of operation, maintenance and improvements to those segments of this system which
  - (a) are located within public streets, rights-of-way, and easements;
  - (b) are subject to easements of rights-of-entry, rights-of-access, rights-of-use, or other permanent provisions for adequate access for operation, maintenance, and/or improvement of systems and facilities; or
  - (c) are located on public lands to which the City has adequate access for operation, maintenance, and/or improvement of systems and facilities. Operation and maintenance of stormwater systems and facilities which are located on private property or public property not owned by the City of West Branch and for which there has been no public dedication of such systems and

facilities for operation, maintenance, and/or improvement of the systems and facilities shall be and remain the legal responsibility of the property owner.

2. It is the intent of this section to protect the public health, safety and general welfare of all properties and persons in general, but not to create any special duty or relationship with an individual person or to any specified property within or without the boundaries of the City of West Branch. The City of West Branch expressly reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages upon the City, its officers, employees and agents arising out of any alleged failure or breach of duty or relationship as may now exist or hereafter be created.

**SECTION 12. REQUIREMENTS FOR ON-SITE STORMWATER SYSTEMS, ENFORCEMENT AND INSPECTIONS.**

1. All property owners and developers of developed real property within the City of West Branch shall provide, manage, maintain, and operate on-site stormwater systems sufficient to collect, convey, detain, and discharge stormwater in a safe manner consistent with all City, State, and Federal laws and regulations.
2. Pursuant Iowa Code Section 364.12(3) or successor section of the State Code, any failure to meet this obligation may constitute a nuisance and may be subject to an abatement action filed by the City. In the event a nuisance is found to exist, which the owner fails to properly abate within such reasonable time as allowed by the City, the City may enter upon the property and cause such work as is reasonably necessary to be performed, with the actual cost thereof assessed against the owner in the same manner as a tax levied against the property. The City shall have the right, pursuant to the authority of this section, for its designated officers and employees to enter upon private and public property owned by entities other than the City, upon reasonable notice to the owner thereof, to inspect the property and conduct surveys and engineering tests thereon in order to assure compliance.

**SECTION 13. APPEALS.**

- A. An owner or occupant of a multi-family residential property aggrieved by the initial or 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 amount the occupants, may appeal such calculations and allocation to the City Administrator. 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 provided is correct by the City Administrator.
- B. An owner or occupant of a nonresidential property aggrieved by the initial or subsequent calculation of the amount of impervious area upon or in such property, calculation of the storm water utility charge, may appeal such calculations and allocation to the City

Administrator. 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 provided is correct by the City Administrator.

- C. Any adjustment of the storm water utility charge resulting from such appeal shall be retroactive to the date the appeal was filed.
- D. Appeals by owners or occupants of property subject to the storm water utility charges shall be filed with the City Clerk on forms provided by the City. The City Administrator shall file a final calculation of the storm water utility charge within thirty (30) days of the appeal being filed. If still aggrieved, the party may request a City Council review of the City Administrator's decision. Any person still aggrieved by the determination of the City Council may appeal to the county district court by action filed within thirty (30) days of the City Council's decision. 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 fee deemed excessive, with interest, as provided by law.

**SECTION 14. BILLING PROCEDURES.**

- A. All contributors and users shall pay a storm water utility charge monthly as calculated pursuant to Section 6 of this Ordinance.
- B. All storm water utility charges are due and payable under the same terms and conditions provided for payment of a combined service account as outlined in Section 92.04 of this Code.
- C. The owner of the premises served and the tenant thereof shall be jointly and severally liable for storm water utility charges for the premises. Storm water utility charges remaining unpaid and delinquent shall constitute a lien against the premises served and shall be certified as delinquent to the County Treasurer for collection in the same manner as property taxes.

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City	Pop.	Est.	Contact	E-mail	Phone	Residential Rates	Other Rates	Ordinance	Section	Website
Ackley	1,665		Cyndee Roskens	<a href="mailto:ackley@mchsi.com">ackley@mchsi.com</a>	641-847-3332	\$3/mo.				<a href="http://www.ackleyiowa.net">www.ackleyiowa.net</a>
Adel	4,563		City Hall		515-993-4525	\$3/ERU/mo	Commercial and Industrial \$3/ERU/mo			<a href="http://www.adeliowa.org">www.adeliowa.org</a>
Alburnett	559		city Hall	<a href="mailto:alburnett@fmtcs.com">alburnett@fmtcs.com</a>	3198422692	Flat Rate	Flat Rate			
Algona	5,741		Cole O'Donnell	<a href="mailto:codonnell@ci.algona.ia.us">codonnell@ci.algona.ia.us</a>	515-295-2411	\$2.50/mo	\$7.50 school, church, commercial, \$12.50 other			<a href="http://www.ci.algona.ia.us">www.ci.algona.ia.us</a>
Ames	50,000	Rev 2012	Tracy Warner	<a href="mailto:twarner@city.ames.ia.us">twarner@city.ames.ia.us</a>	515-239-5165	hiered: 1 150-10,000 sq. ft. imperv \$3.45 2 10,000.01 – 30,000sq. Ft. \$6.90 3 30,000.01 – 90,000sq. Ft. \$10.35 4 90,000.01sq. Ft. - Max \$31.05	hiered: 1 150-10,000 sq. ft. imperv \$3.45 2 10,000.01 – 30,000sq. Ft. \$6.90 3 30,000.01 – 90,000sq. Ft. \$10.35 4 90,000.01sq. Ft. - Max \$31.05			<a href="http://www.cityofames.org">www.cityofames.org</a>
Ankeny	45,582		Jolee Belzung	<a href="mailto:ibelzung@ci.ankeny.ia.us">ibelzung@ci.ankeny.ia.us</a>	515-963-3523	Max 4 ERU's (1 ERU = 4,000 sq.ft., \$4/ERU)	Max 40 ERU's		Ch. 106 & 107	<a href="http://www.ankenyiowa.gov">www.ankenyiowa.gov</a>
Belmond	2,376	2009	Lee Ann Waltzing	<a href="mailto:cityhall@kalnet.com">cityhall@kalnet.com</a>	641-444-3386	\$3/mo.		Ch. 100		<a href="http://www.belmond.com">www.belmond.com</a>
Bettendorf	32,445		Patty Copeland	<a href="mailto:pcopeland@bettendorf.org">pcopeland@bettendorf.org</a>	563-344-4128	1 ERU=2,500 sq.ft.=1.50/mo., max 12,500 sq.ft.	1 ERU=2,500 sq.ft.=1.50/mo., no limit on imperv.			<a href="http://www.bettendorf.org">www.bettendorf.org</a>
Bondurant	3,860		Mark Arentsen	<a href="mailto:marentsen@cityofbondurant.com">marentsen@cityofbondurant.com</a>	515-967-2418	\$2.50/mo.	\$2.50/mo.	Ch. 103		<a href="http://www.cityofbondurant.com">www.cityofbondurant.com</a>
Boone	12,633		Luke Nelson	<a href="mailto:lnelson@city.boone.ia.us">lnelson@city.boone.ia.us</a>	515-432-4211	1 ERU=\$2.00/mo. Up to 6,000 sq.ft.	1 ERU=\$2.00/mo. Up to 3,000 sq.ft.			<a href="http://www.boonegov.com">www.boonegov.com</a>
Buffalo	1,284		Jamie Brooks	<a href="mailto:clerk@buffaloiowa.org">clerk@buffaloiowa.org</a>	563-381-2226	\$2/mo.	\$2/mo.			<a href="http://www.buffaloiowa.org">www.buffaloiowa.org</a>
Burlington	26,839		Doug Worden	<a href="mailto:wordend@burlingtoniowa.org">wordend@burlingtoniowa.org</a>	319-753-8129	\$2/mo.	commercial \$10/25,000 sq.ft.			<a href="http://www.burlingtoniowa.org">www.burlingtoniowa.org</a>
Carroll	10,126		Laura Schaefer	<a href="mailto:lschaefer@cityofcarroll.com">lschaefer@cityofcarroll.com</a>	712-792-1000	\$3/mo.	\$25/mo. School, \$10/mo. Church, \$3/mo commercial, max \$50			<a href="http://www.cityofcarroll.com">www.cityofcarroll.com</a>
Cedar Rapids	128,506		Tera Prucha	<a href="mailto:T.Prucha@cedar-rapids.org">T.Prucha@cedar-rapids.org</a>	(319) 286-5604	\$4.26/mo.	\$4.26/mo.			<a href="http://www.cedar-rapids.org">www.cedar-rapids.org</a>
Centerville		2008	Kim Crego	None	641-437-4339	\$3/mo.	\$3/mo.	1286		<a href="http://www.centerville-ia.org">www.centerville-ia.org</a>
Charles City	7,812	2008	Marsha Wright	<a href="mailto:marsha@cityofcharlescity.org">marsha@cityofcharlescity.org</a>	641-257-6309	\$4/mo.	\$4/mo.	1044	Ch. 100	<a href="http://www.charlescity.govoffice.com">www.charlescity.govoffice.com</a>
Cherokee		2004	Don Eikmeier	<a href="mailto:deikmeieradm@cherokeeiowa.net">deikmeieradm@cherokeeiowa.net</a>	712-225-5749	\$3/mo.	\$3/mo.	484	101.01	<a href="http://www.cherokeeiowa.net">www.cherokeeiowa.net</a>
Clarinda		2006	Gary McClarnon	<a href="mailto:clarindaclerk@iowatelecom.net">clarindaclerk@iowatelecom.net</a>	712-542-2136	\$2/mo.	\$2/mo.	827		<a href="http://www.bestiowatown.com">www.bestiowatown.com</a>
Clarion	2,850		Jon DeVries	<a href="mailto:clarion@mchsi.com">clarion@mchsi.com</a>	515-532-2847	Flat \$2.50/mo. Res,	Flat \$3.00/mo. Aprtmt and multi-fam; \$25/mo School & Church; \$10/mo Commec; \$25/mo. Indust			<a href="http://www.clarioniowa.com/">http://www.clarioniowa.com/</a>
Clive	15,000		Bart Weller	<a href="mailto:bweller@cityofclive.com">bweller@cityofclive.com</a>	515-223-6231	\$4.00 residential, ERU=3,667 sq. ft.	\$4.00 commercial, ERU=3,667 sq. ft.			<a href="http://www.cityofclive.com">www.cityofclive.com</a>
Conrad	1,108	2008	Denise Hoy	<a href="mailto:conradclerk@heartofiowa.net">conradclerk@heartofiowa.net</a>	641-366-2300	\$4/mo.	\$4/mo.	100		<a href="http://www.conrad.govoffice.com">www.conrad.govoffice.com</a>
Coralville	18,907	2005	Amy Johannson	<a href="mailto:aiohannsen@ci.coralville.ia.us">aiohannsen@ci.coralville.ia.us</a>	319-248-1720	\$2.00 residential/mo., multi-family \$2.00/unit/mo.	School, church, commercial \$2.00+(\$0.75*(Impr. SF/3440))=rate/mo.			<a href="http://www.coralville.org">www.coralville.org</a>
Creston			Mike Taylor	<a href="http://mike@crestoniowa.org">mike@crestoniowa.org</a>	641-782-2000					<a href="http://www.creston-iowa.com">www.creston-iowa.com</a>
Davenport	98,359		Robbin Dunn	<a href="mailto:rrd@ci.davenport.ia.us">rrd@ci.davenport.ia.us</a>	563-327-5159	1 ERU = 2,600 sq.ft.\$1.60/ERU/mo.; \$.80/unit duplex	\$1.60/ERU/mo., credits to K-12 schools and nonresid.			<a href="http://www.cityofdavenportiowa.com">www.cityofdavenportiowa.com</a>

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City	Pop.	Est.	Contact	E-mail	Phone	Residential Rates	Other Rates	Ordinance	Section	Website
Deloit	288		Connie Mulligan	<a href="mailto:conniemulligan@hotmail.com">conniemulligan@hotmail.com</a>	712-263-5118					
Des Moines	200,000		Russ Paul	<a href="mailto:rdpaul@dmgov.org">rdpaul@dmgov.org</a>	515-323-8165	1ERU=2,349 sq.ft.= \$5.83; 1,400 sq.ft. or < 50% of ERU; 1,401-4,900 sq.ft. 100% of ERU; 4,901 sq.ft. or > 150% of ERU	Rate is the properties' actual impervious area divided by 2,349, so multiples of the ERU rate. These properties are not limited to the 150% ERU.			<a href="http://www.dmgov.org/stormwater">www.dmgov.org/stormwater</a>
DeWitt	5,049		Matt Proctor	<a href="mailto:cdwdir@dmcel.net">cdwdir@dmcel.net</a>	563-659-3811	\$2.50/mo	\$6.00/mo. Commercial, education, government, religious			<a href="http://www.dewit.org">www.dewit.org</a>
Dubuque	57,686		Deron Muehring	<a href="mailto:dmuehring@cityofdubuque.org">dmuehring@cityofdubuque.org</a>	563-589-4270	1 ERU=2,917 sq.ft.= \$4.00 Single family: 5, 1, 1.5 ERU; Condo: .83 ERU; Mobile homes: .65 ERU; Non-Single: .42 ERU/unit/mo.	\$4.00/ERU/mo.			<a href="http://www.cityofdubuque.org">www.cityofdubuque.org</a>
Farnhamville	420		Emily Bendickson	<a href="mailto:cityclerk@wccta.net">cityclerk@wccta.net</a>	515-544-3619					
Forest City	4,362		Byron Ruitter	<a href="mailto:fcutilities@wctatel.net">fcutilities@wctatel.net</a>	641-585-3574	\$5.00/mo.	\$8.30/mo.			<a href="http://www.forestcityvia.com">www.forestcityvia.com</a>
Fort Dodge	26,309		Michelle Hefley	<a href="mailto:mhefley@fortdodgeiowa.org">mhefley@fortdodgeiowa.org</a>	515-573-7156	1 ERU=2,533 sq.ft. \$3.00/ERU up to 2x 1 ERU then measured; \$3.00/unit condos base + measured, \$9.00/unit base + measured multi family and apartments	\$9.00/mo. base + measured commercial, industrial, public, government			<a href="http://www.fortdodgeiowa.org">www.fortdodgeiowa.org</a>
Garner			Daisy Huffman	<a href="mailto:clerk@garneriowa.org">clerk@garneriowa.org</a>	641-923-2588			Ch. 100		<a href="http://www.garneriowa.org">www.garneriowa.org</a>
Guttenberg	1,987		Jamie Blume	<a href="mailto:gbergcty@alpinecom.net">gbergcty@alpinecom.net</a>	563-252-1161	\$1.50/mo./electric meter	\$1.50/mo./electric meter			<a href="http://www.cityofguttenberg.com">www.cityofguttenberg.com</a>
Hancock	207		Kimberly Gress	none	712-343-2719					
Hiawatha	6,694		Mark Powers	<a href="mailto:bldgofficial@hiawatha-iowa.com">bldgofficial@hiawatha-iowa.com</a>	319-297-2929	\$1.50/mo.	\$2.00/mo.			<a href="http://www.hiawatha-iowa.com">www.hiawatha-iowa.com</a>
Hillsboro	182		Nancy Griffin	none	319-253-4465					
Indianola	14,393		City Hall		(515) 961-9410	\$2/ERU, 1 ERU= 3,400 sq.ft.	\$2/ERU, 1 ERU= 3,400 sq. ft. max 200 ERU			<a href="http://www.indianolaiowa.gov">http://www.indianolaiowa.gov</a>
Iowa City	67,831		Brian Boelk	<a href="mailto:brian-boelk@iowa-city.org">brian-boelk@iowa-city.org</a>	319-356-5437	\$2.00/mo. Single family; \$1.00/unit multi-family	Commercial \$2.00 base +(0.75/ERU)/mo. 1ERU=3,129 sq.ft.			<a href="http://www.icgov.org">www.icgov.org</a>
Johnston	17,552	2012	David Werding	<a href="mailto:stormwater@ci.johnston.ia.us">stormwater@ci.johnston.ia.us</a>	515-278-2344	\$4.55/mo, 1 ERU = 4,000 sq.ft.	\$4.55/mo, 1 ERU = 4,000 sq.ft.	<a href="http://www.cityofjohnston.com/Stormwater.php">http://www.cityofjohnston.com/Stormwater.php</a>	852	<a href="http://www.cityofjohnston.com/Stormwater.php">http://www.cityofjohnston.com/Stormwater.php</a>
Kelley	309				515-769-2213			09-0160	Ch. 101	<a href="http://www.kelleyiowa.com">www.kelleyiowa.com</a>
Lake City	1,727		Kimberly Kelly	<a href="mailto:lakecity2003@iowatelecom.net">lakecity2003@iowatelecom.net</a>	712-464-3111	\$1/mo.	\$1/mo.			<a href="http://www.lakecityiowa.org">www.lakecityiowa.org</a>
Lake Mills	2,100		Ross Hanson	<a href="mailto:lmpublicworks@wctatel.net">lmpublicworks@wctatel.net</a>	641-592-2441	5/mo.; apartmt and Multi-fam \$3/mo.	Flat Schools \$25/mo.; Churches \$6/mo.; Commer. Sm \$6 and Lrg \$12; Indust Sm \$6 & Lrg \$25			<a href="http://www.lakemillsiowa.com/">http://www.lakemillsiowa.com/</a>
Le Mars	9,826	2008	Bev Langel	<a href="mailto:blangel@lemarscomm.net">blangel@lemarscomm.net</a>	712-548-4955	\$4/mo.	\$7/mo. Non-residential	858 & 886		<a href="http://www.lemarsiowa.com">www.lemarsiowa.com</a>
Mallard	298		Becky Larson	<a href="mailto:mallardcityclerk@ncn.net">mallardcityclerk@ncn.net</a>	712-425-3527					<a href="http://www.mallardiowa.com">www.mallardiowa.com</a>

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City	Pop.	Est.	Contact	E-mail	Phone	Residential Rates	Other Rates	Ordinance	Section	Website
Marion	32,000		Darin Andresen	<a href="mailto:dandresen@cityofmarion.org">dandresen@cityofmarion.org</a>	319-743-6340	\$3.50/mo.	\$3.50/mo. School, church, commercial			<a href="http://www.cityofmarion.org">www.cityofmarion.org</a>
Marshalltown	26,000		Steve Simons	<a href="mailto:ssimons@ci.marshalltown.ia.us">ssimons@ci.marshalltown.ia.us</a>	641-754-5749	Flat \$2.13/mo. * In process of updating	Flat \$2.13 /mo. * In process of updating			<a href="http://ci.marshalltown.ia.us">http://ci.marshalltown.ia.us</a>
Norwalk	8,821		Mike Johnson	<a href="mailto:MikeJohnson@ci.norwalk.ia.us">MikeJohnson@ci.norwalk.ia.us</a>	(515) 981-0228	\$7.50/mo	\$7.50/mo			<a href="http://www.ci.norwalk.ia.us">www.ci.norwalk.ia.us</a>
Odebolt	1,153	2004	Joan Godbersen	<a href="mailto:odeboltwater@netins.net">odeboltwater@netins.net</a>	712-668-2231	\$1/mo.	\$1/mo.			<a href="http://www.odebolt.net">www.odebolt.net</a>
Ogden	2,044		Donovan Olson	<a href="mailto:donovanson@netins.net">donovanson@netins.net</a>	515-275-2917	\$3/mo.	\$3/mo.	220	100	<a href="http://www.ogdeniowa.net">www.ogdeniowa.net</a>
Oskaloosa	11,538		David Neubert	<a href="mailto:david.neubert@oskaloosa.org">david.neubert@oskaloosa.org</a>	641-673-5433	Flat \$2/mo.	Multi-fam Aparmt \$2/mo. # dwellings; Schools \$2/ERU 1 ERU =2750 ft. sq.			<a href="http://www.oskaloosaiowa.org/">http://www.oskaloosaiowa.org/</a>
Perry	9,850		City Hall		(515) 465-2481	\$2.00/mo. Single family; \$1.00/unit multi-family	\$2/mo.	<a href="http://www.perryia.org/code-of-ordinance">http://www.perryia.org/code-of-ordinance</a>		<a href="http://www.perryia.org/">http://www.perryia.org/</a>
Postville	2,273	2007	Darcy Radloff	<a href="mailto:postcityclerk@netel.net">postcityclerk@netel.net</a>	563-864-7454	\$2.5/mo.		636-07		<a href="http://www.cityofpostville.com">www.cityofpostville.com</a>
Reinbeck	1,751	2008	Quentin Mayberry	<a href="mailto:cityhall@reinbeck.net">cityhall@reinbeck.net</a>	319-788-6404	\$2/mo.	\$2/mo.			<a href="http://www.reinbeck.org">www.reinbeck.org</a>
Rolfe	584		Angela Schneider	<a href="mailto:rolfeclerk@ncn.net">rolfeclerk@ncn.net</a>	712-848-3124	Flat \$3/mo.	All others \$Flat 10/mo.			<a href="http://rolfeiowa.com/">http://rolfeiowa.com/</a>
Sioux Center	6,327	2007	Paul Clousing	<a href="mailto:pauld@siouxcenter.org">pauld@siouxcenter.org</a>	712-722-0761	\$2/mo.				<a href="http://www.siouxcenter.org">www.siouxcenter.org</a>
Sioux City	85,013		Jade Dundas	<a href="mailto:jdundas@sioux-city.org">jdundas@sioux-city.org</a>	712-279-6957	Runoff weighting factor= RWF*sq.ft.*\$.00028; residential RWF =7.5	Same formula 0.06 ag. To 18.75 retail			<a href="http://www.sioux-city.org">www.sioux-city.org</a>
Slater	1,306		Mary Beth Sprouse	<a href="mailto:slateria@iowatelecom.net">slateria@iowatelecom.net</a>	515-685-2531	\$3.00/mo.	\$3.00/mo. School, church; \$6.00/mo commercial			<a href="http://www.slater-iowa.org">www.slater-iowa.org</a>
Solon	2,037		Scott Kleppe	<a href="mailto:scott.kleppe@solon-iowa.com">scott.kleppe@solon-iowa.com</a>	319-624-5037	Flat \$.50/mo.	Falt \$.50/mo all others			<a href="http://solon-iowa.com/">http://solon-iowa.com/</a>
State Center	1,349		Craig Muench	<a href="mailto:scmu@partnercom.net">scmu@partnercom.net</a>	641-483-2559	\$3.00/mo.	\$6.00/mo. Commercial, education, government, religious; \$10.00/mo. industry			<a href="http://www.statecenteriowa.org">www.statecenteriowa.org</a>
Storm Lake	10,076		Justin Yarosevich	<a href="mailto:justin@stormlake.org">justin@stormlake.org</a>	712-732-8000	\$2.75/mo. (increases to \$3 July 1, 2011). All charged 1 ERU per unit.	\$2.75./ERU (2750 sq.ft.) School, church, commercial.			<a href="http://www.stormlake.org">www.stormlake.org</a>
Urbandale	38,400		Public Works Dept.		(515) 278-3950	\$2.00/ERU, 1 ERU+ 3,200 sq.ft.	\$2.00/ERU, 1 ERU= 3,200 sq. ft.			<a href="http://www.urbandale.org/storm">http://www.urbandale.org/storm</a>
Victor	891		Fred Stiefel	<a href="mailto:stiefellow@netins.net">stiefellow@netins.net</a>						<a href="http://www.victoriowa.com">www.victoriowa.com</a>
Waterloo	68,406	2009	Wayne Castle	<a href="mailto:wayne.castle@waterloo-ia.org">wayne.castle@waterloo-ia.org</a>	319-291-4312	Flat Rate Res \$2.75/mo.	All non-residential is charged a base of \$2.75 plus \$2.75 per 5000 sq.ft. of impervious, rounded to next 5,000 sq. ft., no max., 500			<a href="http://www.ci.waterloo.ia.us/">http://www.ci.waterloo.ia.us/</a>
Waukee	13,790	2006	Jenny Corkrean	<a href="mailto:jcorkrean@waukee.org">jcorkrean@waukee.org</a>	515-987-4363	1 ERU= 2,973 sq.ft. \$4.25/ERU single family, townhomes, duplex	\$4.25/ERU/mo.		Ch. 204A	<a href="http://www.waukee.org">www.waukee.org</a>
Wellman	1,408		Ryan Miller	<a href="mailto:citywelm@netins.net">citywelm@netins.net</a>	319-646-2154	Flat \$2.75/mo.	Flat All others \$2.75/mo.			<a href="http://www.cityofwellman.com/">http://www.cityofwellman.com/</a>
West Des Moines	56,503		Water Works		515-222-3460	\$4.25/ERU, 1 ERU = 4,000 sq. ft.	\$4.25/ERU, 1 ERU = 4,000 sq. ft. Multi, Commercial and Industrial factor in # of water meters			<a href="http://www.wdm.iowa.gov">http://www.wdm.iowa.gov</a>

IOWA STORMWATER UTILITIES  
 UPDATED JANUARY 2013

City	Pop.	Est.	Contact	E-mail	Phone	Residential Rates	Other Rates	Ordinance	Section	Website
Windsor Heights	4,667		Jason Van Ausdall	<a href="mailto:jvan@windsorheights.org">jvan@windsorheights.org</a>	(515) 279-3662	\$4.25/ERU	Commercial and Industrial \$30-\$340			<a href="http://www.windsorheights.org">www.windsorheights.org</a>
Woodward	1,076	2008	Christina Perkins	<a href="mailto:citywd@netins.net">citywd@netins.net</a>	515-438-2560	\$3/mo.	\$3/mo.	100.04		<a href="http://www.woodwardia.org">www.woodwardia.org</a>



**Stormwater Utility Fees  
West Branch, Iowa  
Options Summary**

	<b>Annual Total</b>
Scenario 1 (20 ERU Base & \$0.75/Additional ERU)	\$ 43,479.00
Scenario 2 (\$2.00/ERU)	\$ 62,184.00
Scenario 3 (1 ERU Base & \$0.75/Additional ERU)	\$ 36,099.00
Scenario 4 (W/ Multi-Family & WBMHV @ \$2.00/ERU)	\$ 45,624.00
Scenario 5 (W/ Multi-Family & WBMHV @ \$1.00/ERU)	\$ 42,108.00

**Stormwater Utility Fees  
West Branch, Iowa  
Scenario 1**

ERU = 3,500 SF  
 Base = \$ 2.00  
 Additional ERU Rate = \$ 0.75

<b>Category</b>	<b>Base Units</b>	<b>Base Rate</b>	<b>Base Fee</b>	<b>Additional ERUs</b>	<b>ERU Rate</b>	<b>ERU Fee</b>	<b>Monthly Total</b>
Residential	794	\$ 2.00	\$ 1,588.00	0.00	\$ 0.75	\$ -	\$ 1,588.00
Commercial	470	\$ 2.00	\$ 940.00	1,110.00	\$ 0.75	\$ 832.50	\$ 1,772.50
Government	80	\$ 2.00	\$ 160.00	137.00	\$ 0.75	\$ 102.75	\$ 262.75
<b>Total</b>	<b>1344</b>	<b>\$ 2.00</b>	<b>\$ 2,688.00</b>	<b>1,247.00</b>	<b>\$ 0.75</b>	<b>\$ 935.25</b>	<b>\$ 3,623.25</b>
<b>Annual Total Fees</b>							<b>\$ 43,479.00</b>

**Stormwater Utility Fees  
West Branch, Iowa  
Scenario 2**

ERU = 3,500 SF  
 Base = \$ 2.00  
 Additional ERU Rate = \$ 2.00

<b>Category</b>	<b>Base Units</b>	<b>Base Rate</b>	<b>Base Fee</b>	<b>Additional ERUs</b>	<b>ERU Rate</b>	<b>ERU Fee</b>	<b>Monthly Total</b>
Residential	794	\$ 2.00	\$ 1,588.00	0.00	\$ 2.00	\$ -	\$ 1,588.00
Commercial	470	\$ 2.00	\$ 940.00	1,110.00	\$ 2.00	\$ 2,220.00	\$ 3,160.00
Government	80	\$ 2.00	\$ 160.00	137.00	\$ 2.00	\$ 274.00	\$ 434.00
<b>Total</b>	<b>1344</b>	<b>\$ 2.00</b>	<b>\$ 2,688.00</b>	<b>1,247.00</b>	<b>\$ 2.00</b>	<b>\$ 2,494.00</b>	<b>\$ 5,182.00</b>
<b>Annual Total Fees</b>							<b>\$ 62,184.00</b>

**Stormwater Utility Fees  
West Branch, Iowa  
Scenario 3**

ERU = 3,500 SF  
 Base = \$ 2.00  
 Additional ERU Rate = \$ 0.75

<b>Category</b>	<b>Base Units</b>	<b>Base Rate</b>	<b>Base Fee</b>	<b>Additional ERUs</b>	<b>ERU Rate</b>	<b>ERU Fee</b>	<b>Monthly Total</b>
Residential	695	\$ 2.00	\$ 1,390.00	99.00	\$ 0.75	\$ 74.25	\$ 1,464.25
Commercial	77	\$ 2.00	\$ 154.00	1,503.00	\$ 0.75	\$ 1,127.25	\$ 1,281.25
Government	80	\$ 2.00	\$ 160.00	137.00	\$ 0.75	\$ 102.75	\$ 262.75
<b>Total</b>	<b>852</b>	<b>\$ 2.00</b>	<b>\$ 1,704.00</b>	<b>1,739.00</b>	<b>\$ 0.75</b>	<b>\$ 1,304.25</b>	<b>\$ 3,008.25</b>
<b>Annual Total Fees</b>							<b>\$ 36,099.00</b>

**Stormwater Utility Fees  
West Branch, Iowa  
Scenario 4**

ERU = 3,500 SF  
 Base = \$ 2.00  
 Additional ERU Rate = \$ 0.75

<b>Category</b>	<b>Base Units</b>	<b>Base Rate</b>	<b>Base Fee</b>	<b>Additional ERUs</b>	<b>ERU Rate</b>	<b>ERU Fee</b>	<b>Monthly Total</b>
Residential R-1 & R-2	664	\$ 2.00	\$ 1,328.00	0.00	\$ 0.75	\$ -	\$ 1,328.00
Residential R-3 & WBV	293	\$ 2.00	\$ 586.00	0.00	\$ 0.75	\$ -	\$ 586.00
Commercial	450	\$ 2.00	\$ 900.00	967.00	\$ 0.75	\$ 725.25	\$ 1,625.25
Government	80	\$ 2.00	\$ 160.00	137.00	\$ 0.75	\$ 102.75	\$ 262.75
<b>Total</b>	<b>1487</b>	<b>\$ 2.00</b>	<b>\$ 2,974.00</b>	<b>1,104.00</b>	<b>\$ 0.75</b>	<b>\$ 828.00</b>	<b>\$ 3,802.00</b>

**Annual Total Fees \$ 45,624.00**

**Stormwater Utility Fees  
West Branch, Iowa  
Scenario 5**

ERU = 3,500 SF  
 Base = \$ 2.00  
 Additional ERU Rate = \$ 0.75

<b>Category</b>	<b>Base Units</b>	<b>Base Rate</b>	<b>Base Fee</b>	<b>Additional ERUs</b>	<b>ERU Rate</b>	<b>ERU Fee</b>	<b>Monthly Total</b>
Residential R-1 & R-2	664	\$ 2.00	\$ 1,328.00	0.00	\$ 0.75	\$ -	\$ 1,328.00
Residential R-3 & WBV	293	\$ 1.00	\$ 293.00	0.00	\$ 0.75	\$ -	\$ 293.00
Commercial	450	\$ 2.00	\$ 900.00	967.00	\$ 0.75	\$ 725.25	\$ 1,625.25
Government	80	\$ 2.00	\$ 160.00	137.00	\$ 0.75	\$ 102.75	\$ 262.75
<b>Total</b>	<b>1487</b>	<b>\$ 2.00</b>	<b>\$ 2,681.00</b>	<b>1,104.00</b>	<b>\$ 0.75</b>	<b>\$ 828.00</b>	<b>\$ 3,509.00</b>

**Annual Total Fees \$ 42,108.00**

Hilltop Dr

N

Sager St

Scott Dr

Pedersen St

W Main St

Hilltop Condo  
12 units

WB Ford  
56,445 SF/14 ERU

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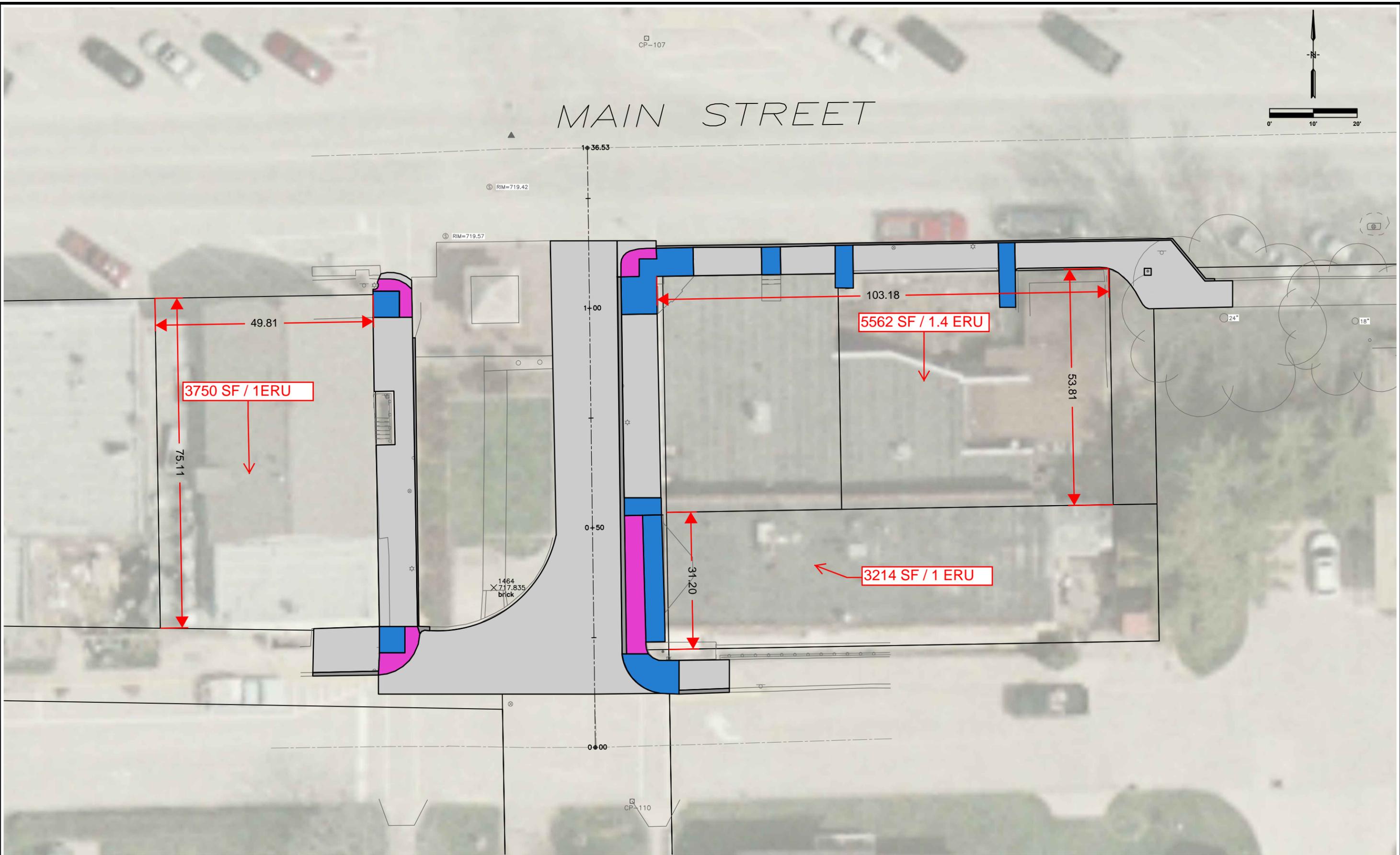
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Imagery Date: 9/14/2012 41°40'18.54" N 91°21'19.37" W elev 716 ft eye alt 2020 ft

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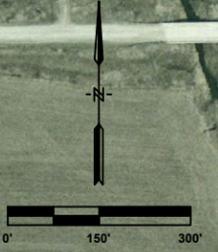
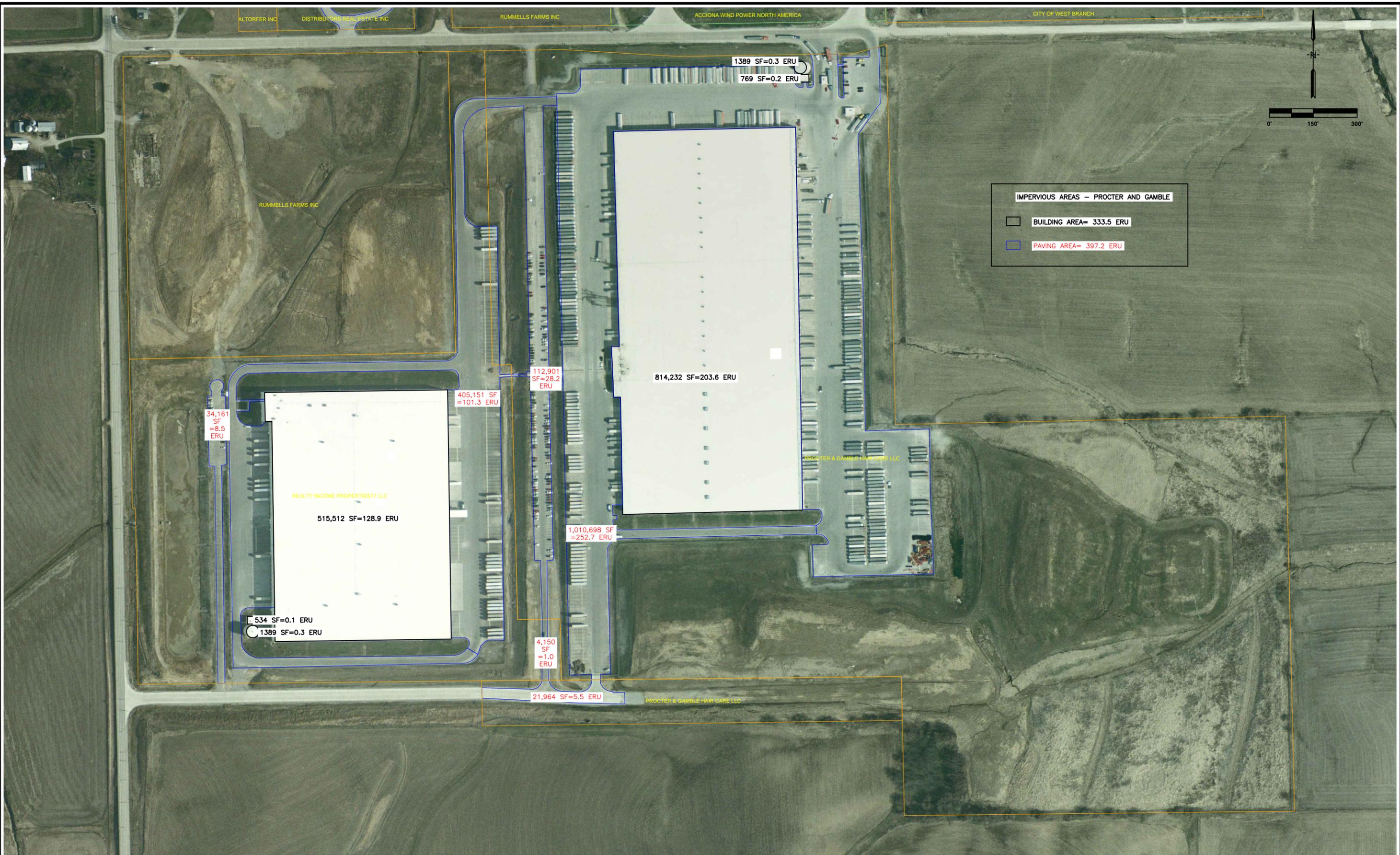
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 CITY OF WEST BRANCH

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 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WA73)

HAMES MANUFACTURED HOMES

DWG. NO.  
 2  
 PROJECT 82 268113



Bank Property  
23,920 SF / 6 ERU

N Oliphant St

N Poplar St

Poplar St

N Downey St

W Main St

West Branch, IA 52358, US

Downey St

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Imagery Date: 9/14/2012 41°40'18.78" N 91°20'51.63" W elev 732 ft eye alt 1388 ft

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**Law & Government**

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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](http://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](http://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 1<sup>st</sup> 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 1<sup>st</sup> 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 Waukeee 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 Waukeee 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 Cit 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 Waukeee City Hall by the twentieth (20<sup>th</sup>) 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

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**CHAPTER 102**  
**STORM WATER UTILITY**

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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.

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# STORMWATER UTILITY MODEL ORDINANCE

ORDINANCE NO. \_\_\_\_\_

ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF \_\_\_\_\_,  
\_\_\_\_\_, BY ADDING CHAPTER \_\_\_\_\_,  
“STORMWATER MANAGEMENT AND DRAINAGE SYSTEMS UTILITY”

Section 1. THE CODE OF ORDINANCES, CITY OF \_\_\_\_\_  
\_\_\_\_\_, is hereby amended to add CHAPTER \_\_\_\_\_ “STORMWATER  
MANAGEMENT AND DRAINAGE SYSTEMS UTILITY,” in the form attached hereto.

Section 2. Repealer Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. Severability Clause. If any section, provision or part of this ordinance shall be adjudged 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 4. Effective Date. This ordinance shall be effective from and after the final passage, approval and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney<sup>1</sup>

<sup>1</sup> This model ordinance was developed by Iowa Association of Municipal Utilities staff and is furnished as a drafting guide for attorneys representing governmental subdivisions in Iowa. CAVEAT: THIS MODEL ORDINANCE SHOULD NOT BE ADOPTED WITHOUT CONFIRMING INDEPENDENT LEGAL RESEARCH BY AN ATTORNEY LICENSED TO PRACTICE LAW IN IOWA. LOCAL CIRCUMSTANCES WILL VARY SIGNIFICANTLY FROM JURISDICTION TO JURISDICTION. CONSIDERATION OF SUCH AN ORDINANCE CALLS FOR CAREFUL ANALYSIS AND DETERMINATION OF A NUMBER OF CRITICAL POLICY ISSUES BY THE GOVERNING BODY OF THE JURISDICTION.

I, \_\_\_\_\_, City Clerk of the City of \_\_\_\_\_  
\_\_\_\_\_, Iowa, do hereby certify that the foregoing ORDINANCE was passed and  
approved by the City Council of the City of \_\_\_\_\_ Iowa,  
on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and was published in the \_\_\_\_\_  
\_\_\_\_\_, a newspaper of general circulation in the said City of \_\_\_\_\_  
\_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

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

\_\_\_\_\_  
City Clerk

# Chapter [ ] STORMWATER UTILITY

## Sections:

- 1.1 Purpose and objective.
- 1.2 Creation of a stormwater management and drainage systems utility.
- 1.3 Definitions.
- 1.4 Funding the stormwater management and drainage systems utility.
- 1.5 Stormwater management and drainage systems utility budget.
- 1.6 Rate structure and stormwater service charge.
- 1.7 Powers of director of public works.
- 1.8 Powers and duties of the City.
- 1.9 Scope of responsibility for the drainage systems.
- 1.10 Requirements for on-site stormwater systems, enforcement and inspections.
- 1.11 Right to appeal.
- 1.12 Billing and collections.
- 1.13 Adjustments to stormwater service charges.
- 1.14 Exemptions and credits applicable to stormwater service charges.

### 1.1 Purpose and Objective.

(a) The purpose of this Article is to establish a policy and procedure for managing and controlling the quantity and quality of stormwater runoff, within the city limits of [INSERT CITY], Iowa. The management shall include the establishment of a stormwater utility to provide revenues for whatever aspects of this requirement are deemed appropriate by the City.

(b) The city finds, determines and declares that the stormwater drainage system provides benefits and services to all property within the city limits. Such benefits include, but are not limited to: the provision of adequate systems for collection, conveyance, detention, treatment and release of stormwater for quality and quantity management that minimize impacts on receiving waters.

(c) In order to manage additions and improvements to the city stormwater systems, the City must have adequate and stable funding for its stormwater management program operating and capital investment needs.

## **1.2 Creation of a Stormwater Management and Drainage Systems Utility.**

(a) The function of the Stormwater Management and Drainage Systems Utility [hereinafter referred to as “stormwater utility”] within the [LIST DEPARTMENT] is to provide for the safe and efficient capture of stormwater runoff, mitigate the damaging effects of stormwater runoff, correction of stormwater problems, to fund activities of stormwater management, and include design, planning, regulations, education, coordination, construction, operations, maintenance, inspection and enforcement activities.

(b) There is hereby established a stormwater utility within the City of [INSERT CITY], Iowa which shall be responsible for creating revenue for stormwater management throughout the City’s corporate limits, and shall provide for the management, protection, control, regulation, use, and enhancement of stormwater systems and facilities. Such utility shall be under the operational direction of the [INSERT UTILITY DIRECTOR]. The corporate limits of the City, as increased from time to time, shall constitute the boundaries of the stormwater utility district.

(c) The City shall establish a Stormwater Utility Fund in the City budget and accounting system, separate and apart from its General Fund, for the purpose of dedicating and protecting all funding applicable to the purposes and responsibilities of the utility.

## **1.3 Definitions.**

“City” City of [INSERT CITY]

“Adjustment” means a modification in a nonresidential customer’s stormwater service fee for certain activities that impact stormwater runoff or impact the City’s costs of providing stormwater management.

“Director” means the director of the Stormwater Utility.

“Detached Dwelling Unit” shall mean developed land containing one structure which is not attached to another dwelling and which contains one or more bedrooms, with a bathroom and kitchen facilities, designed for occupancy by one family. Detached dwelling units may include houses, manufactured homes, and mobile homes located on one or more individual lots or parcels of land.

“Equivalent Residential Unit” (ERU) shall mean the average impervious area of a detached dwelling unit property within the City, and shall be used as the basis for determining stormwater service charges to detached dwelling unit properties. [INSERT SQUARE FEET OF IMPERVIOUS AREA] shall be equivalent to 1 ERU. *(This is usually obtained by averaging single family resident’s impervious area using such tools as GIS maps and associated software.)*

“ERU Rate” The dollar value periodically determined and assigned to each ERU as a charge for stormwater management services, expressed as [INSERT DOLLAR AMOUNT] per ERU.

“Impervious Area” The number of square feet of hard-surfaced areas which either prevent or resist the entry of water into soil surface, 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. This includes but is 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.

“Occupant” shall mean the person residing or doing business on the property. In a family or household situation, the person responsible for the obligation imposed shall be the adult head of the household. In a shared dwelling or office situation, the adult legally responsible for the management or condition of the property shall be responsible.

“Owner” shall mean the legal owner(s) of record as shown on the tax rolls of [INSERT CITY], except where there is a recorded land sale contract, the purchaser thereunder shall be deemed the owner.

“Stormwater” means stormwater runoff, snowmelt runoff, and surface runoff and drainage.

“Storm Sewer” means a sewer, which carries stormwater, surface runoff, street wash waters, and drainage, but which excludes sanitary sewage and industrial wastes, other than permitted discharges.

“Service Charges” shall mean the periodic rate, fee or charge applicable to a parcel of developed land, which charge shall be reflective of the service provided by the [INSERT CITY] stormwater utility. Service charges are based on measurable parameters which influence the stormwater utility’s cost of providing services and facilities, with the most important factor being the amount of impervious area on each parcel of developed land.

“Stormwater Drainage System” means all man-made facilities, structures, and natural watercourses owned by the city of [INSERT CITY], used for collection and conducting stormwater to, through, and from drainage areas to the points of final outlet including, but not limited to, any and all of the following: conduits and appurtenant features, canals, creeks, catch basins, ditches, streams, gullies, ravines, flumes, culverts, siphons, streets, curbs, gutters, dams, floodwalls, levees, and pumping stations.

“Stormwater Management” means the tasks required to control stormwater runoff using stormwater management systems, to protect the health, safety, and welfare of the public, and comply with relevant state and federal regulations.

“Stormwater Management Systems” address the issues of drainage management (flooding) and environmental quality (pollution, erosion, and sedimentation) of receiving rivers, streams, creeks, lakes, ponds, and reservoirs through improvements, maintenance, regulation and funding of plants, works, instrumentalities and properties used or useful in the collection, retention, detention, and treatment of stormwater or surface water drainage.

“Stormwater Utility” means 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” means water bodies and any water temporarily residing on the surface of the ground including lakes, reservoirs, rivers, ponds, streams, puddles, channelized flow and runoff.

“Undeveloped Property” describes land in its unaltered natural state or which has been modified to such minimal degree as to have a hydrologic response comparable to land in an unaltered natural state shall be deemed undeveloped. Undeveloped land shall have minimal concrete pavement, asphalt, or compacted gravel surfaces or structures which create an impervious surface.

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

## **Additional Definitions**

These definitions are not found in this model ordinance but could be added to local ordinances when needed to clarify the meaning of specific words.

“Developed Agricultural Properties” means a lot or parcel of real estate used as a “farm,” which may contain one or greater dwelling units and/or other building structures but does not include undeveloped properties.

“Developed Property” means property altered from its natural state by the construction or installation of a structure or more than [INSERT AMOUNT OF IMPERVIOUS SURFACE] feet of impervious surface thus increasing the amount of rainwater or surface water runoff.

“Exempt Property” includes public streets, alleys and sidewalks; all undeveloped properties.

“Ground Water” means sub-surface water or water stored in pores, cracks, and crevices in the ground below the water table.

“Nonresidential properties” means all properties not encompassed by the definition of residential shall be defined as nonresidential. Nonresidential properties shall include: apartment building properties; condominiums properties; mobile home parks; commercial property; industrial property; institutional property; governmental property; churches; hospitals; schools; transient rentals; parking lots; federal, state and local properties; and any other property not mentioned in the lists of properties.

“Residential Property” means all single-family and duplex properties within the city of [INSERT CITY].

“Stormwater Facilities” means various stormwater and drainage works that may include inlets, pipes, pumping stations, conduits, manholes, energy dissipation structures, stream channels, outlets, retention/detention basins, infiltration practices and other structural components.

“User” means the owner and/or occupant of any developed property within the limits of [INSERT CITY], and shall mean any person who uses property which maintains connection to, discharges to, or otherwise receives services from the City for stormwater management. The occupant of any habitable property is deemed the user. If the property is not occupied, then the owner shall be deemed the user.

## **1.4 Stormwater Utility Fund.**

(a) Funding for the stormwater utility's activities may include, but are not limited to: stormwater service charges; stormwater permits and inspection fees; other funds or income obtained from federal, state, local, and private grants, or loans.

(b) All service charges and all sources of revenue generated by or on behalf of the stormwater utility shall be deposited in a stormwater utility fund and used exclusively for management of the stormwater utility.

## **1.5 Stormwater Utility Budget.**

The City shall adopt an operating and capital budget for the stormwater utility each fiscal year. The budget shall set forth revenues for such fiscal year and estimated expenditures for operations, maintenance, improvements, replacement and debt service.

## **1.6 Rate Structure and Stormwater Service Charge.**

Any property, lot, parcel of land, building or premises that is tributary directly or indirectly to the stormwater system of the city, shall be subject to a charge based upon the quantity of impervious area situated thereon. This charge is not related to the water and/or sewer service and does not rely on occupancy of the premises to be in effect. All properties having impervious area within the city of [INSERT CITY] will be assigned an equivalent residential unit (ERU) or a multiple thereof, with all properties having any impervious area receiving at least one ERU, which shall be considered the base rate.

Establishment of Equivalent Residential Unit (ERU) rate and stormwater utility charge<sup>2</sup>:

1. For the purpose of this Ordinance, an ERU is equivalent to [INSERT SQUARE FEET] of impervious area.
2. Determination of Stormwater Utility Fee.
  - a. The stormwater utility fee for single-family residential shall be 100% of the ERU rate.

The rate shall be based on the following schedule:

Fiscal year 2010-2011= \$/month  
Fiscal year 2011-2012= \$/month  
Fiscal year 2012-2013= \$/month  
Fiscal year 2013-2014= \$/month

The monthly rate for each fiscal year thereafter shall be determined by resolution of the city council prior to July 1<sup>st</sup> of each year.

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<sup>2</sup> The rate information provided is to be used as general guidance. Each community must evaluate their billing infrastructure and program needs and establish rates accordingly.

- b. The stormwater utility fee for multi-family residential shall be:

Fiscal year 2010-2011= \$/ERU/month  
Fiscal year 2011-2012= \$/ERU/month  
Fiscal year 2012-2013= \$/ERU/month  
Fiscal year 2013-2014= \$/ERU/month

The monthly rate based for each fiscal year thereafter shall be determined by resolution of the city council prior to July 1<sup>st</sup> of each year.

The number of ERUs on each property shall be determined by the stormwater utility.

OR, (INSERT %) of the ERU rate multiplied by the number of individual dwelling units on the property.

- c. The stormwater utility fee for commercial and industrial shall be:

Fiscal year 2010-2011= \$/ERU/month  
Fiscal year 2011-2012= \$/ERU/month  
Fiscal year 2012-2013= \$/ERU/month  
Fiscal year 2013-2014= \$/ERU/month

The monthly rate based for each fiscal year thereafter shall be determined by resolution of the city council prior to July 1<sup>st</sup> of each year.

The number of ERUs on each property shall be determined by the stormwater utility.

OR, A base rate of one ERU plus (INSERT amount) multiplied by the numerical factor obtained by dividing the total impervious area of the property by the number of square feet in one ERU.

## **1.7 Powers of Director of the Stormwater Utility.**

Stormwater service charges incurred pursuant to this ordinance may be collected by the stormwater utility director or designee who is also responsible for the regulation, collection, rebating and refunding of such stormwater charges.

## **1.8 Powers and Duties of the City.**

The City shall have the following powers, duties, and responsibilities with respect to the stormwater utility:

- (a) Administer the design, construction, maintenance and operation of the utility system, including capital improvements designated in the comprehensive drainage plan.
- (b) 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, treatment and retention as will support a stormwater management system.

(c) 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 and costs of borrowing. 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 utility fund and shall be used for no other purpose.

### **1.9 Responsibility for the Stormwater Management and Drainage System.**

(a) The City stormwater management and drainage system consists of all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage ways, channels, ditches, swales, storm sewers, culverts, inlets, catch basins, pipes, head walls and other structures, natural or man-made, within the political boundaries of the City of [INSERT CITY] which control and/or convey stormwater through which the City intentionally diverts surface waters from its public streets and properties. The City owns or has legal access for purposes of operation, maintenance and improvements to those segments of this system which

- (1) are located within public streets, rights-of-way, and easements;
- (2) are subject to easements of rights-of-entry, rights-of-access, rights-of-use, or other permanent provisions for adequate access for operation, maintenance, and/or improvement of systems and facilities; or
- (3) are located on public lands to which the City has adequate access for operation, maintenance, and/or improvement of systems and facilities. Operation and maintenance of stormwater systems and facilities which are located on private property or public property not owned by the City of [INSERT CITY] and for which there has been no public dedication of such systems and facilities for operation, maintenance, and/or improvement of the systems and facilities shall be and remain the legal responsibility of the property owner.

(b) It is the intent of this section to protect the public health, safety and general welfare of all properties and persons in general, but not to create any special duty or relationship with an individual person or to any specified property within or without the boundaries of the City of [INSERT CITY]. The City of [INSERT CITY ] expressly reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages upon the City, its officers, employees and agents arising out of any alleged failure or breach of duty or relationship as may now exist or hereafter be created.

### **1.10 Requirements for On-site Stormwater Systems, Enforcement and Inspections.**

(a) All property owners and developers of developed real property within the City of [INSERT CITY] shall provide, manage, maintain, and operate on-site stormwater systems sufficient to collect, convey, detain, and discharge stormwater in a safe manner consistent with all City, State, and Federal laws and regulations.

(b) Pursuant Iowa Code Section 364.12(3) or successor section of the State Code, any failure to meet this obligation may constitute a nuisance and may be subject to an abatement action filed by the City. In the event a nuisance is found to exist, which the owner fails to properly abate within such reasonable time as allowed by the City, the City may enter upon the property and cause such work as is reasonably necessary to be performed, with the actual cost thereof assessed against the owner in the same manner as a tax levied against the property. The City shall have the right, pursuant to the authority of this section, for its designated officers and employees to enter upon private and public property owned by entities other than the City, upon reasonable notice to the owner thereof, to inspect the property and conduct surveys and engineering tests thereon in order to assure compliance.

### **1.11 Right to Appeal.**

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 [INSERT CITY] City Manager. 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 Manager 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 Manager 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 Manager 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.

### **1.12 Billing and Collection.**

- (a) A storm water service charge bill may be sent through the United States mail or by alternative means, notifying the customer of the amount of the bill, the date the payment is due, and the date when past due. Failure to receive a bill is not justification for non-payment. Regardless of the party to whom the bill is initially directed, liability for payment of the stormwater management charge attributable to that property shall be joint and several as to the owner and occupant.
- (b) All comprehensive stormwater service charges are due and payable thirty days after the date of billing.

(c) A penalty of five percent shall be added to a comprehensive stormwater service charge when the charge is not paid in said thirty days.

OR A one and one-half percent (1.5%) per month late charge shall be billed based on the unpaid balance of any storm water utility service charge that becomes delinquent.

OR Each stormwater service charge rendered under or pursuant to this chapter is hereby made a lien upon the corresponding lot, parcel of land, building or premises that are tributary directly or indirectly to the stormwater system of the city, and, if the same is not paid within sixty days of invoice date, it shall be certified to the county treasurer, who shall place a lien on said property as allowed by law and be collected in the same manner as property taxes.

(d) Certification. The director shall certify to the [INSERT CITY FINANCE OFFICER] any comprehensive stormwater service charge, which is owed after a sixty-day payment period. All certified service charges constitute a lien upon the premises served by the stormwater system for which the service charges were made and shall be collected in the same manner as property taxes. Failure to send or receive a bill for comprehensive stormwater service charge is not a defense to the collection of the service charges.

(e) Suits for collection shall be commenced by the City in the Iowa District Court for [INSERT COUNTY] County. No lien shall be imposed for delinquent collections unless a judgment is first obtained from a court of competent jurisdiction. The City may employ any lawful means to collect funds owed, and is not restricted to filing a lawsuit.

(f) The stormwater utility service charge may be billed on a common statement and collected along with other city utility services, usually on a quarterly basis.

### **1.13 Adjustments to Stormwater Service Charges.**

Increase adjustments (debit) can be made to nonresidential service charges by property owners adding additional impervious area such as rooftops, parking lots, driveways and walkways.

### **1.14 Exemptions and Credits Applicable to Stormwater Service Charges.**

All public or private property shall be subject to stormwater utility service charges except as provided in this Ordinance below. A stormwater utility service charge formula is available in the office of the stormwater utility. The following areas are exempt from stormwater utility service charges:

1. Undeveloped property as defined in this Ordinance.
2. Streets, alley ways, and highways in the public and private domain are exempt from utility service charges or connection fees.
3. Railroad rights-of-way (tracks) shall be exempt from stormwater service charges. However, railroad stations, maintenance buildings, or other developed land used for railroad purposes shall not be exempt from storm water service charges.

**Human Resources for Cities of all Sizes**  
**Mark Tomb, Director of Membership Services, Iowa League of Cities**  
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Phone (515)244-7282

**Job Descriptions**

- Inventory of knowledge, skills, abilities and conditions required to perform the job
- Provides ADA & FLSA information (Essential and marginal functions)
- Provides basis for effective performance appraisals
- Formalizes the city's chain of command
- Should be provided to the employee
- Should be reviewed every couple years or as responsibilities change

**Advertising the Position**

- Provide notice of available positions
- No legal requirement to advertise, however it is a requirement of Iowa's Veteran's Preference Law to post notice of open positions

**Interviews**

- Be consistent during interviews; ask the same questions of all candidates to make comparisons
- Be aware of questions that could be considered discriminatory
- Use an evaluation form to aid in decision-making
- Take notes during and immediately following interview

**At-Will Employment**

- In Iowa, employment relationships are presumed to be at-will
- An employer or an employee may terminate an employment relationship at any time, with or without cause
- State and federal laws prohibit employers from discharging employees on the basis of age, race, creed, color, disability, military status, national origin, religion, or sex. Iowa also adds sexual orientation and gender identity
- Contracts, collective bargaining and personnel policies can impact the application of at-will employment

**Civil Service**

- Merit based system for selecting and promoting employees
- Required for cities that had a population above 8,000 in 1980 (voluntary for all others)
- Often utilizes examinations to determine qualifications of applicants
- Locally appointed civil service commission administers the provisions of the law

## Collective Bargaining

- Covered in Iowa Code Chapter 20
- Provides the framework for how public sector employees can organize and collectively bargain for such items as compensation, benefits, hiring practices and promotions
- Provides procedures for negotiations and remedies for when agreements can't be reached

## The Fair Labor Standards Act (FLSA)

- **Minimum Wage**
  - Federal and Iowa minimum wage is \$7.25. State wage went into effect January 1, 2008
  - Iowa has an Initial Employment Wage provision that allows for lower minimum wage (\$6.35) during the first 90 days of employment
    - Can't be used to displace a worker earning a higher wage
    - Because of relevant federal provisions this only applies to workers under the age of 20
- **Overtime**
  - Time and a half for time over 40 hours worked in a defined 7 day work period (for most types of employees)
  - Can compel comp time instead of paying overtime in public sector
  - Most types of employees can accumulate up to 240 hours of compensatory time
  - Public safety workers can accumulate up to 480 hours of compensatory time
  - **Nonexempt** employees are entitled to overtime pay while **Exempt** employees are not
    - Specific federal rules determine exempt status
    - Employers are unable to eliminate overtime liabilities by simply making an employee "salaried"
    - Employees are unable to voluntarily chose to be considered "salaried"
    - Salary basis test, must earn at least \$455 per week to be even considered for any exempt status
    - Three types of exempt employees: Executive, Professional and Administrative
      - **Executive**
        - Primary duty must be management
        - Ability to hire and fire
        - Regularly direct the work of at least two employees
      - **Professional**
        - The employee's primary duty must be the performance of work requiring advanced knowledge which is predominantly intellectual in character
        - Work requires the consistent exercise of discretion and judgment
      - **Administrative**
        - Primary duty must be the performance of office or non-manual work directly related to the management or general business operations of the employer. Exercises discretion and independent judgment with respect to matters of significance

- **Public Safety Overtime**
  - Special rules for public safety- 13 (b) (20) Total Overtime Exemption [departments with less than 5 employees in the field are totally exempt from FLSA overtime requirements]
  - The 7(k) Partial Overtime Exemption (a balance of public safety and hours worked)
    - Allows the creation of a longer work period to reduce overtime liability and maintain coverage
    - Can modify work period to as many as 28 days
    - Allows for overtime to be calculated at higher hour thresholds
    - Overtime for 7 day work period can be factored after 53 hours are worked for Fire Protection and 43 hours for Law Enforcement
    - Overtime for 28 day work period can be factored after 212 hours are worked for Fire Protection and 171 hours for Law Enforcement
- **Child Labor**
  - Do not hire anyone under 14 years of age
  - Severe restrictions for 14 and 15 year olds
    - Non-hazardous jobs only
    - During school week, can only work 18 hours and only between the hours of 7 a.m. and 7 p.m. (June 1st through Labor Day evening hours extended until 9 p.m.)
    - Not allowed to work more than 40 hours in a non-school week; if these employees have overtime you have a big problem!
  - Youth age 16 and 17 may perform non-hazardous jobs for unlimited hours
    - Non-hazardous jobs only
      - Includes operation of many types of power-driven equipment
      - Unable to be exposed to many types of chemicals
      - No employee under 17 years of age may drive on public roadways as part of his or her job if that employment is subject to the FLSA

### **Family and Medical Leave Act (FMLA)**

- Up to 12 weeks unpaid leave to care for family members
- It applies to cities of all sizes, although major provisions applicable to employers with more than 50 employees
- Employer still pays their share of benefits while on leave
- Reinstatement to same or equivalent position
- Only applicable for employees that have been employed a total of 12 months and worked at least 1,250 hours
- Recent expansion includes leave for a qualifying exigency arising out of family member military service

### **Americans with Disabilities Act (ADA)**

- The ADA prohibits discrimination and harassment in any aspect of employment, including discharge, applications, testing, hiring, assignments, evaluations, disciplinary actions, compensation, promotions, leave and benefits

- In 2008, President Bush signed the Americans with Disabilities Act Amendments Act of 2008 (ADAAA). The ADAAA greatly expands the number of persons eligible under the ADA of 1990
- The new laws bring central focus to employer compliance. “Did the employer reasonably accommodate the disabled employee?” rather than “Is the condition really considered a disability?”

### **Personnel Policies & Guidelines**

- Establishes administrative procedures
- Ensures all employees are treated similarly
- Explains employee benefits
- Helps establish city-wide values
- Make sure all employees receive a copy and READ them
- Review periodically and as state and federal laws change
- Before adopting or revising policies, consult your city attorney
- Avoid writing policies based on an isolated incident or policies subject to intense interpretation
- Use clear language and be consistent

### **Harassment/Discrimination**

- No place for discrimination in any work environment
- Discipline should be based on severity and expectation to prevent any future event from occurring
- Employees have an expectation to have a workplace free of harassment of any kind
- Have a policy in place and conduct regular trainings for all employees

### **Employee vs Independent Contractor**

- Do not be tempted to reclassify an existing employee as an “independent contractor” or retain a person as a “contractor” in order to avoid the expense and burdens associated with employment
- Independent contractors must satisfy requirements outlined by the IRS and IPERS based on behavioral control, financial control and the type of relationship that exists

### **Termination**

- #1 way to ignite a workplace lawsuit is to fire someone for the wrong reason
  - Document all issues
  - Termination should never really be a surprise
- Neutralize the situation
  - Limit comments or extended explanations