

City of West  
Branch  
Office of the  
City  
Administrator

To: City Council  
From: Matt Muckler, City Administrator  
Date: May 20, 2016  
Weekly Council Update

**Get Scrappy with CCEDCO and ECIA:** CCEDCO and ECIA are sponsoring a free social media presentation on Saturday June 18<sup>th</sup> at 10:30 a.m. in Tipton at the ISU Outreach and Extension Office. Nick Westergaard will be the presenter. An informational brochure is attached to this week's *Update*. Please contact Deputy City Clerk Leslie Brick in the City Office if you are interested in attending.

**West Branch Promotions Strategy Session #1:** The public kick-off of our promotions strategy work took place on Thursday evening May 19<sup>th</sup>. There was a packed room and lots of excitement about the project. We received a lot of good feedback that will assist in the development of our strategy. The next two Strategy Sessions have been tentatively scheduled from 8:30-10:00 a.m. on Thursday June 2<sup>nd</sup> and from 7:00-9:00 p.m. on Tuesday June 28<sup>th</sup>. For more information or to contribute information to the strategy session that tells part of the story of what makes West Branch so great, please email [westbranchisgreat@gmail.com](mailto:westbranchisgreat@gmail.com).

**Affordable Housing:** City Administrator Matt Muckler and CCEDCO Executive Director Rod Ness attended the ECIA Council Meeting on Wednesday May 18<sup>th</sup> in Dubuque. Rod was appointed to the ECIA Business Growth Board (in addition to his appointment on the ECIA Council). The ECIA Council approved an amended budget for the current fiscal year and took action to approve next year's budget for the organization. One item of value to West Branch that was discussed at the meeting was the Eastern Iowa Regional Housing Authority (EIRHA) Housing Trust Fund.

Rod and Matt visited with EIRHA's Director Michelle Schnier and will be working to determine if West Branch could be eligible to take advantage of this program. The program works to promote decent, safe and affordable housing, and this might be one way that the City can partner with ECIA (and EIRHA) to assist in making more affordable housing available in West Branch. The program assists individuals, community organizations, non-profit and for-profit developers in development, rehabilitation and repair projects that improve the condition of both rental and owner occupied affordable housing. An informational brochure is attached to this week's *Update*.

**Residential Curbside Yard Waste Collection:** Public Works staff provides curbside yard waste collection on the 1st and 3rd Thursday of every month. Yard waste includes waste produced during gardening, grass clippings, leaves, flowers, branches and tree limbs. Residents utilizing this service are asked to place yard waste in a paper bag or a reusable container which will be dumped and returned curbside. Bags will not be returned. Public Works staff also asks that all tree limbs be cut to four-foot lengths and stacked neatly curbside. The City will not accept yard waste in plastic bags, tree limbs over four feet in length or any yard waste not in a container, or any containers that weigh over fifty pounds per container. The City will not accept any yard waste containing debris that would be picked up during normal trash collection (plastic, cans, bottles, etc.). Please contact Public Works Director Matt Goodale at (319) 325-8213 or the City Office at (319) 643-5888 with any questions or concerns.

**Bear Stampede:** The 7<sup>th</sup> Annual Bear Stampede was a success. Thanks to our Police Department for doing a great job and keeping all of the participants safe.

**Simply Summer Event – June 3<sup>rd</sup> and 4<sup>th</sup>:** Main Street West Branch is holding its first annual Simply Summer Festival on June 3 & 4<sup>th</sup>. Several activities will be held at Beranek Park, Heritage Square, the Little Rose Bowl and the Herbert Hoover National Historic Site. Some of the highlights include; a night time movie, activities for kids, hiking, a picnic in the park, games and more. The festival ends with a campfire in Beranek Park on Saturday evening.

**Parks and Recreation Commission:** The Park & Rec Commission met on Thursday evening May 19<sup>th</sup>. The Commission discussed the difference between the cost estimates in the Strategic Park Plan and the engineer's estimates received recently for the Parks and Recreation Phase I Improvements Project, which includes work at Wapsi Creek Park and Lions Field. Actual bids on the project will be opened at the City Office on Tuesday May 31<sup>st</sup> at 2:00 p.m.

Fehr-Graham has scheduled a West Branch Park Improvements Project at Pedersen Valley monthly progress meeting for June 2<sup>nd</sup> at 5:00 p.m. to discuss project concepts, general design and challenges identified to date. Elected officials and Park and Recreation Commission members are invited to attend.

Prior to facilitating the West Branch Promotions Strategy Session #1, Jonny Stax presented the City's promotions strategy to the Parks and Recreation Commission and surveyed members about what they think makes West Branch great. Members shared a variety of feedback including the many activities and programs for children sponsored by the Park & Recreation Department, new park development currently underway, the adult volleyball league, special events like the Easter Egg Hunt, and the city leadership which was cited as being forward thinking and effective.

**Service Line Warranties of America (SLWA):** SLWA kicked off their marketing campaign for their Sewer Line Repair program this week. Initial offer letters discussing this voluntary program were mailed out on May 11<sup>th</sup> and a follow-up offer letter will be mailed on May 25<sup>th</sup>. While the letters had the City of West Branch return address, they did in fact come from SLWA. SLWA purchased a mailing list from an outside vendor and some residents complained that this information was out of date. City staff has contacted SLWA to pass along that feedback. Future offerings for external water line and in-home plumbing warranties will be offered later this year. Residents with questions on the program are encouraged to contact SLWA directly at (855) 535-7141. The City Council approved Resolution 1409 on December 7, 2015. (A copy of that resolution and the marketing license agreement are attached to this week's *Update*.) Program highlights from SLWA are copied below:

- The National League of Cities (NLC) Service Line Warranty Program is administered by Service Line Warranties of America (SLWA) and offered at no cost to the city with affordable rates for homeowners.
- Enrollment is 100% voluntary and will protect a homeowner in the event of a service line failure.
- The NLC Service Line Warranty Program serves as an educational tool for municipalities to educate homeowners on their responsibility for water and sewer lines.
- The program provides generous coverage up to \$4,000 per repair incident, with an additional allowance for public street or sidewalk cutting.
- The program has no annual or lifetime limits, service fees or deductibles.
- Many factors can contribute to line failure including tree root intrusion, ground shifting and weather – all factors which are covered through this program.
- Because of coverage, homeowners are more likely to report problems with their service lines which can help improve water conservation and prevent ground pollution.
- The program uses only licensed, local contractors thoroughly vetted through a third party agency to ensure quick response and quality service.
- This program is offered at no cost to the municipality and no public funds are used to promote or administer this program.
- For questions about this service, or to enroll, please contact Service Line Warranties of America at (855) 535-7141 or visit [www.SLWofA.com](http://www.SLWofA.com).

**The information provided is one-way communication and should not be discussed among you as this could be a violation of the open meeting law.**



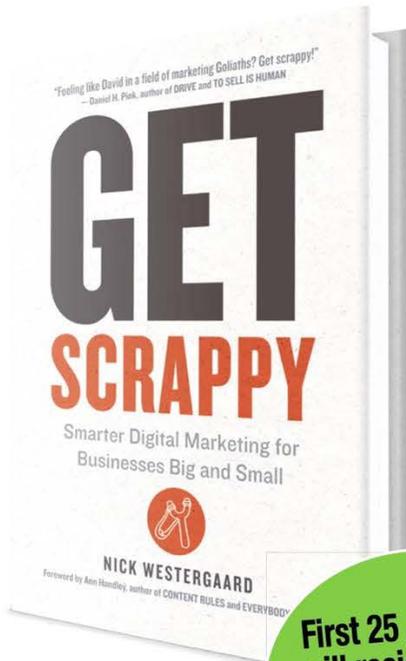
# “GET SCRAPPY” with us in Cedar County

## Get More Out of Your Social Media Marketing

Build Your Brand • Increase Client Engagement • Use Meaningful Messaging

### Join us for a Social Media Presentation

with Brand Strategist Nick Westergaard



First 25 Attendees  
will receive a copy  
of Nick's new book  
“Get Scrappy”  
\$25 value

**When:** Saturday, June 18 @ 10:30 am

**Who:** Free to any individual, business,  
organization or non-profit group  
CCEDCO or EICA partnering community members\*

**Where:** ISU Outreach & Extension  
107 Cedar Street, Tipton

**RSVP:** 563.886.3761  
Call today, space is limited or call with your questions

\*\$125 /Non CCEDCO or ECIA Communities



Nick Westergaard is Chief Brand Strategist at Brand Driven Digital, where he helps build better brands at organizations of all sizes — from small businesses to Fortune 500 companies to the President's Jobs Council. He's the author of *Get Scrappy: Smarter Digital Marketing for Businesses Big and Small*. An in-demand speaker at conferences throughout the world.

— Presented by —



In partnership  
with



Questions? Call 563.886.3761



Does your older home need repairs?

Are you a developer and want to create affordable housing?

Do you own rental units that need upgrading?

Are you a first-time homeowner and need assistance with the Down Payment?

We can help!



Our Mission:

The mission of the EIRHC Housing Trust Fund is to assist in the provision of providing decent, safe and affordable housing, as well as providing access to the resources for creating housing opportunities to the families served in eastern Iowa. The emphasis is to provide economic assistance to benefit the -moderate, very low, and extremely low-income residents of Dubuque, Delaware, Jackson, Cedar and Clinton Counties for a variety of housing needs.



Eastern Iowa Regional Housing Corporation  
Local Housing Trust Fund

7600 Commerce Park  
Dubuque, IA 52002

800-942-4648, Ext. 215  
563-690-5732



Eastern Iowa  
Regional  
Housing  
Corporation  
Housing  
Trust Fund



Promoting decent, safe and affordable housing.

# Who Can We Help?

The Eastern Iowa Regional Housing Corporation Local Housing Trust Fund will assist individuals, community organizations, non-profit and for-profit developers in development, rehabilitation and repair projects that improve the condition of both rental and owner occupied affordable housing in our area.

Projects and activities funded must serve area households with incomes less than 80% of the statewide median family income (MFI). At least 30% of the distributions will be used to benefit extremely low income households (households with less than 30% of the statewide median family income).

County	Household Size					
	1	2	3	4	5	6
<b>Cedar</b>						
ELI – 30%	14,950	17,100	20,090	24,250	28,410	32,570
VLI – 50%	24,900	28,450	32,000	35,550	38,400	41,250
LI – 80%	39,850	45,550	51,250	56,900	61,500	66,050
<b>Clinton</b>						
ELI – 30%	14,250	16,300	20,090	24,250	28,410	35,570
VLI – 50%	23,750	27,150	30,550	33,900	36,650	39,350
LI – 80%	38,000	43,400	48,850	54,250	58,600	62,950
<b>Delaware</b>						
ELI – 30%	14,150	16,200	20,090	24,250	28,410	32,570
VLI – 50%	23,600	26,950	30,300	33,650	36,350	39,050
LI – 80%	37,700	43,100	48,500	53,850	58,200	62,500
<b>Dubuque</b>						
ELI – 30%	13,900	15,930	20,090	24,250	28,410	32,570
VLI – 50%	23,100	26,400	29,700	33,000	35,650	38,300
LI – 80%	37,000	42,250	47,550	52,800	57,050	61,250
<b>Jackson</b>						
ELI – 30%	13,000	15,930	20,090	24,250	28,410	32,570
VLI – 50%	21,650	24,750	27,850	30,900	33,400	35,850
LI – 80%	34,650	39,600	44,550	49,450	53,450	57,400



# What Will We Fund?

Eligible properties include both owner occupied and rental units in our five (5) county region

- Owner occupied requirements: Applicant must occupy the property and maintain the improvements for the life of the loan. Property must be in compliance with health and safety codes. Applicant must have title to the home at the time of application. Taxes and insurance must be current.
- Rental requirements: Units must be rented to households with incomes not more than 80% of the statewide MFI. All dwelling units must rent at or below the County Fair Market Rent, as determined by HUD throughout the life of the loan. Borrower must provide 25% in match funds for the amount of the program loan, with a \$25,000 max per unit. Units must, at the completion of project, meet Section 8 Housing Quality Standards and be in compliance with all applicable local health and safety codes. Taxes and insurance must be current.



Eligible projects include rehabs and repairs of existing housing, including, but not limited to: plumbing, electrical, roofing, structural, energy efficiency, lead based paint issues and handicap accessibility.



# How Do You Apply?

Applications can be obtained by contacting Carl W. Reimer at 563-690-5732 or 800-942-4648 ext 215 or down-loaded at [www.eirha.org](http://www.eirha.org).



## EIRHC HTF

### Board Members:

- Randy Schmerbach, Chair, Dubuque County
- Dave Heiar, Vice Chair, Jackson County
- Wayne Breckon, Treasurer, Dubuque County
- Elise Bergan, Delaware County
- Lynne Pinegar, Cedar County
- Nathan Sondgeroth, Clinton County
- Matt Trannel, Jackson County
- Steve Lidner, Clinton County
- Chris Nosbisch, Cedar County
- Ray Stephans, Dubuque County
- Brenda Tebbe, Jackson County
- Tim Vick, Delaware County
- Donna Boss, Delaware County



This is an equal opportunity program; Discrimination is prohibited by Federal Law



RESOLUTION NO. 1409

RESOLUTION APPROVING A MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF WEST BRANCH, IOWA AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA.

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners; and

WHEREAS, City desires to offer residential property owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products; and

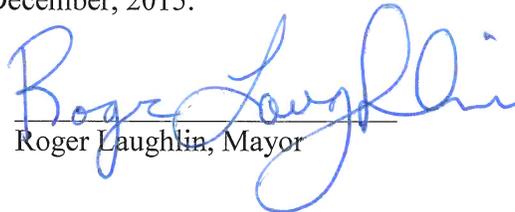
WHEREAS, Service Line Warranties of America is the administrator of the National League of Cities Service Line Warranty Program and has agreed to provide the warranty to residential property owners subject to the term and conditions contained within a marketing license agreement; and

WHEREAS, Service Line Warranties of America has submitted a marketing license agreement; 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 marketing license agreement with Service Line Warranties of America is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 7th day of December, 2015.

  
\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

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

**MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF WEST  
BRANCH, IOWA, AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.  
D/B/A SERVICE LINE WARRANTIES OF AMERICA**

This MARKETING LICENSE AGREEMENT ("Agreement") entered into as of December 22, 2015 ("Effective Date"), by and between the City of West Branch, Iowa ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

**RECITALS:**

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners ("Residential Property Owner"); and

**WHEREAS**, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products ("Warranty"); and

**WHEREAS**, SLWA is the administrator of the National League of Cities Service Line Warranty Program and has agreed to provide the Warranty to Residential Property Owners subject to the term and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

**AGREEMENT**

1. **Purpose.** City hereby grants to SLWA the right to offer the Warranty to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** City hereby grants to SLWA a non-exclusive license ("License") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of SLWA during the term of this Agreement.
3. **Term.** The term of this Agreement ("Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, if

said breach is not cured during said thirty (30) day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate. During the Term, SLWA shall conduct a Spring, Fall and Winter campaign each year in accordance with the schedules set forth in Exhibit A. The pricing for each such campaign shall be in accordance with Exhibit A attached hereto.

**4. Indemnification.** SLWA hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "Indemnitee") harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the SLWA or its officers, employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the SLWA or its officers, its employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

**5. Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To:** City:  
ATTN: Matt Muckler  
City of West Branch  
110 N. Poplar Street  
West Branch, Iowa 52358  
Phone: (319) 643-5888

**To:** SLWA:  
ATTN: Vice President, Business Development  
Utility Service Partners Private Label, Inc.  
11 Grandview Circle, Suite 100  
Canonsburg, PA 15317  
Phone: (724) 749-1003

**6. Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

**7. Assignment.** This Agreement and the License granted herein may not be assigned by SLWA without the prior written consent of the City, such consent not to be unreasonably withheld.

**8. Counterparts/Electronic Delivery.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

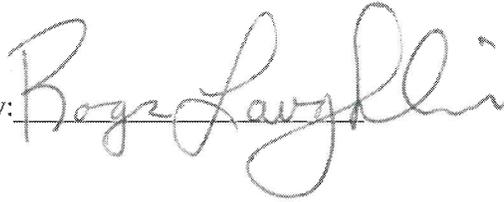
**9. Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Iowa. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

**10. Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

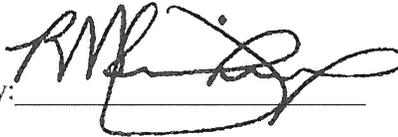
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

**MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF WEST BRANCH AND  
UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES  
OF AMERICA**

**CITY OF WEST BRANCH**

By: 

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

By: 

Brad H. Carmichael, Vice President

By:   
Alan Crittenden, Vice President

Exhibit A  
NLC Service Line Warranty Program  
City of West Branch, IA  
Term Sheet  
November 18, 2015  
(Term Sheet valid for 90 days)

- I. Term of agreement
  - a. Initial term
    - i. Three years guaranteed (total of 9 campaigns)
- II. License Provisions
  - a. City logo on letterhead, advertising, billing, and marketing materials
  - b. Signature by City official
- III. Products offered
  - a. External sewer line warranty
  - b. External water line warranty
  - c. In-home plumbing warranty
- IV. Scope of Coverage
  - a. External sewer line warranty
    - i. Scope is from the city main tap until line daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
  - b. External water line warranty
    - i. Extended coverage: Scope is from the city main tap until line daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
    - ii. Extended coverage: Scope includes thawing of frozen external water line.
  - c. In-home plumbing warranty
    - i. Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.
- V. Marketing Campaigns – three seasonal campaigns per year (Spring, Fall, and Winter)
  - a. 2016 Spring - Sewer
  - b. 2016 Fall - Water
  - c. 2016 Winter - In-home plumbing
  - d. 2017 Spring - Sewer
  - e. 2017 Fall - Water
  - f. 2017 Winter - In-home plumbing
  - g. 2018 Spring - Sewer
  - h. 2018 Fall - Water
  - i. 2018 Winter - In-home plumbing

## VI. Campaign Pricing

### a. Sewer

- i. Year 1 - \$7.25 per month; \$82.00 annually
- ii. Year 2 - \$7.25 per month; \$82.00 annually (subject to annual review)
- iii. Year 3 - \$7.25 per month; \$82.00 annually (subject to annual review)

### b. Water

- i. Year 1 - \$6.25 per month; \$70.00 annually
- ii. Year 2 - \$6.25 per month; \$70.00 annually (subject to annual review)
- iii. Year 3 - \$6.25 per month; \$70.00 annually (subject to annual review)

### c. In-home plumbing

- i. Year 1 - \$6.50 per month; \$73.00 annually
- ii. Year 2 - \$6.50 per month; \$73.00 annually (subject to annual review)
- iii. Year 3 - \$6.50 per month; \$73.00 annually (subject to annual review)