



PUBLIC NOTICE AND AGENDA OF THE WEST BRANCH CITY COUNCIL MEETING SCHEDULED TO CONVENE AT 7:00 P.M. MONDAY, MARCH 5, 2018 IN THE CITY COUNCIL CHAMBERS, 110 NORTH POPLAR STREET, WEST BRANCH, IOWA

Mayor	Roger Laughlin	mayor@westbranchiowa.org
Mayor Pro Tem	Colton Miller	mcolton@rocketmail.com
Council Member	Jordan Ellyson	Jordanellyson@gmail.com
Council Member	Brian Pierce	brianapierce@outlook.com
Council Member	Nick Goodweiler	nickgoodweilerwbcc@gmail.com
Council Member	Jodee Stoolman	j.stoolmanwbcc@yahoo.com
City Administrator	Redmond Jones II	rjonesii@westbranchiowa.org
City Attorney	Kevin Olson	kevinolsonlaw@gmail.com
Deputy City Clerk	Leslie Brick	leslie@westbranchiowa.org

Please note: *Most written communications to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.*

AGENDA

A. Call to Order

B. Opening Ceremonies

1. Pledge of Allegiance
2. Welcome

C. Roll Call

D. Guest Speaker, Presentations and Proclamations

E. Public Comment

Anyone wishing to address the City Council may come forward when invited; please state your name and address for the record. Public comments are typically limited to three minutes, and written comments may be submitted to the Deputy City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.

F. Approve Agenda / Consent Agenda / Move to Action

Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a Council member, staff member or member of the Public wishes to discuss any item on the Consent Agenda, they can request the item be removed from the Consent Agenda for discussion. The remaining items on the Consent Agenda will be voted on with one

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motion being made for all items on the Consent Agenda. Then then item will be removed from the Consent Agenda, and will be separately considered and voted on.

1. Motion to Approve Meeting Minutes for City Council Meeting February 20, 2018.
2. Motion to Approve the Liquor License Renewal for "Casey's General Store #3463, located a 615 S. Downey Street, West Branch, Iowa 52358.
3. Motion to Approve the Quote by LL Pelling for Spot Repairs and Total Sealcoating of the Block between 4th and 5th on East College Street.
4. Resolution 1690 – Approving the Quote and Contract for Tank Cleaning Services.
5. Motion to Approve Agreement with Kinder Morgan Cochin LLC for construction of the Cubby Park Improvements.
6. Motion to Approve the Claims Report.

G. Public Hearing / Non-Consent Agenda

1. Resolution 1690 – Approving a contract addendum with Fehr Graham for attending meetings related to Cubby Park Improvements during construction.
2. Motion to Approve Payment of \$1,212.50 for Engineering Services for Hoover Trail Pedestrian Bridge Consultation.
3. Resolution 1683 – A Resolution Approving the Contract for the 2017 Hoover's Hometown Days Celebration in the Amount of \$25,000.00.
4. Public Hearing: Regarding Adopting the City Administrator's Recommended Budget as the Fiscal Year 2018-2019 Annual Budget.
5. Resolution 1691 – A Resolution adopting the Fiscal Year 2018-2019 Annual Budget.
6. Resolution 1692 – A Resolution Approving a Professional Services Agreement to perform construction engineering services for College Street Bridge Replacement Project.
7. Resolution 1694 – A Resolution Fixing a Date for Public Hearing to dispose of an interest in real property to Croell Inc. (Croell Land Swap).
8. Resolution 1693 – A Resolution Approving a Variance for Street Width in the Meadows subdivision – Part 3B.

H. Reports

1. City Administrator's Report
2. City Attorney Report
3. Other Staff Hearsays

I. Comments from Mayor and Council Members

J. Adjournment

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(The following is a synopsis of the minutes of the West Branch City Council meeting. A video recording is available for inspection on the City of West Branch Website at www.westbranchiowa.org/government/council-videos. The minutes are not approved until the next regularly scheduled City Council meeting.)

West Branch, Iowa
Council Chambers

City Council Meeting

February 20, 2018
7:00 p.m.

Mayor Roger Laughlin called the West Branch City Council meeting to order at 7:00 p.m. Mayor Laughlin invited the Council, Staff and members of the audience to stand and led the group in the Pledge of Allegiance. Roll call: Mayor Laughlin was present. Council members: Colton Miller, Nick Goodweiler, Jodee Stoolman and Jordan Ellyson were present. Brian Pierce was absent. Laughlin welcomed the audience and the following City staff: City Administrator Redmond Jones, Deputy City Clerk Gordon Edgar, Public Works Director Matt Goodale, Library Director Nick Shimmin, Police Chief Mike Horihan. Park & Recreation Director Melissa Russell, Fire Chief Kevin Stoolman.

GUEST SPEAKER, PRESENTATIONS, AND PROCLAMATIONS

Hoover Hometown Days Budget for FY18 and FY19.

City Administrator Jones spoke about the Hoover Hometown Days budget (HHTD) and his plan for handling HHTD donations. The Council discussed the plan and expressed mixed opinion as to allowing donations to be in an exclusive fund versus current practice of unused donations going to general fund as a offset of HHTD expenses.

PUBLIC COMMENT

No comments.

APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION

1. Motion to Approve Meeting Minutes for City Council Special Budget Meeting February 6, 2018.
2. Motion to Approve Meeting Minutes for City Council Meeting February 6, 2018.
3. Motion to Approve Meeting Minutes for City Council Meeting February 12, 2018.
4. Motion to Approve the Liquor License for "Brick Arch Winery Liquor License Renewal", located at 116 W. Main Street, West Branch, Iowa
5. Resolution 1687 – Approving a contract with TruGreen Weed and Grub for work on Lions Field.
6. Motion to Approve the Main Street Water Main Improvements Pay Estimate No. 4 (final). Approve Claims Report and Accept Recently Approved Bond Closing Letter.
7. Motion to Approve the Claims Report.

EXPENDITURES

2/20/2018

AMAZON	BOOKS AND SUPPLIES	491.52
AXON ENTERPRISE, INC.	TASERS & SUPPLIES	898.22
BARRON MOTOR SUPPLY	MAINTENANCE SUPPLIES	42.98
BEAVER HEATING AND AIR CON	NEW FURNACE	2,450.00
BEST BUY BUSINESS ADVANTAG	PRINTER AND INK	236.97
BIG COUNTRY SEEDS INC	ICE MELT	906.50
BLUE BOOK	EQUIPMENT	362.22
BP AMOCO	FUEL	205.14
BUSINESS RADIO SALES	BATTERIES & CHARGERS	173.80
CAJ ENTERPRISES INC	HAULING	383.95
CEDAR COUNTY COOPERATIVE	FUEL	2,240.24
CEDAR COUNTY RECORDER	RECORDING FEES	55.00
CHIEF SUPPLY CORPORATION	UNIFORM ACCESSORIES	48.78
COMPASS MINERALS AMERICA I	HIGHWAY SALT	3,475.07
CROELL, INC.	SAND	767.90

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DEWEYS JACK & JILL	REC SUPPLIES, MAINT SUPPLIES	45.21
FARMERS SUPPLY SALES INC	MAINTENANCE SUPPLIES	129.46
FASTENAL	MAINTENANCE SUPPLIES	273.87
FEHR GRAHAM	CONSTRUCTION SERVICES	4,099.00
FUTURE LINE TRUCK EQUIPMEN	SNOW PLOW CUTTING EDGE	1,367.60
GALAXY CLEANING SERVICES	GALAXY CLEANING SERVICES	1,935.94
HAWKINS INC	AZONE-CHEMICAL	349.75
HOSPERS & BROTHER PRINTERS	FIRE DEPT ANNUAL REPORTS	250.20
IASRO	STEEN CONF 6-19 & 20-2018	125.00
IOWA ASSOCIATION OF WOMEN	STEEN TRAIN CONF 3-19 & 20-2018	85.00
IOWA MUNICIPAL FINANCE OFF	DUES L BRICK-18-19	100.00
JOHNSON COUNTY REFUSE INC.	RECYCLING JAN 2018	3,804.75
LINN COUNTY R.E.C.	SIREN @ GREENVIEW	155.30
LYNCH'S EXCAVATING INC	WATER MAIN REPAIR GREENVIEW DRIVE	8,277.70
LYNCH'S PLUMBING INC	SERVICE CALL- SHUT OFF WATER	80.00
MENARDS	SUPPLIES	3.94
MIDWEST FRAME & AXLE	VEHICLE REPAIR	1,180.76
MOORE'S WELDING INC	CUTTING EDGES-SNOW PLOWS	1,010.80
MUNICIPAL SUPPLY INC.	MAINTENANCE SUPPLIES	782.70
NATIONAL ASSOCIATION OF SC	DUES STEEN 18-19	40.00
NORTHWAY WELL AND PUMP COM	MAINTENANCE	4,573.08
OASIS ELECTRIC LLC	REPAIR LIGHT FIXTURES	320.45
PITNEY BOWES PURCHASE POWE	PITNEY BOWES PURCHASE POWER	500.00
PSC DISTRIBUTION	MAINTENANCE SUPPLIES	69.42
SCHIMBERG CO	MAINTENANCE SUPPLIES	1,001.74
STATE HYGIENIC LAB	LAB ANALYSIS	52.00
TOYNES IA. FIRE TRK.SERV	VEHICLE REPAIR	980.68
TRANS-IOWA EQUIPMENT INC	REPAIR PARTS	995.45
US BANK CORPORATE CARD	PROGRAM SUPPLIES	63.14
WALMART COMMUNITY/RFCSLLC	BOOKS, PROGRAM & MAINT SUPPLIES	303.17
WATER SOLUTIONS UNLIMITED	PHOSPHATE	2,576.06
WEST BRANCH FIREFIGHTERS	EMS TRAINING	252.00
WEST BRANCH REPAIRS	VEHICLE REPAIR	60.00
WEST BRANCH TIMES	LEGAL PUB & ADVERTISING	978.06
WEX BANK	WEX BANK	1,413.09
TOTAL		50,973.61
PAID BETWEEN MEETINGS		
BEAUTIFUL LAND PRODUCTS	UTILITY REFUND	5.44
HAGEN,KATHY	UTILITY REFUND	66.91
UPS	SEWER SHIPPING	20.89
ALLIANT ENERGY	CITY UTILITIES	8,062.17
CAPITAL ONE COMMERCIAL	SUPPLIES	46.94
JULIA HIME	VIDEOGRAPY SERVICES	200.00
UPS	SEWER SHIPPING	21.82
US BANK EQUIPMENT FINANCE	LIBRARY COPIER LEASE	59.00
TOTAL		8,483.17
PAYROLL 2-9-2018		39,333.40
TOTAL EXPENDITURES		98,790.18
FUND TOTALS		
001 GENERAL FUND		32,456.10
022 CIVIC CENTER		1243.09
031 LIBRARY		9,994.69
110 ROAD USE TAX		12,488.29
112 TRUST & AGENCY		4,205.67
308 PARK IMP - PEDERSEN VALLEY		4,099.00
600 WATER FUND		26,070.96
610 SEWER FUND		8,232.38
GRAND TOTAL		98,790.18

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Motion by Ellyson, second by Stoolman to approve agenda/consent agenda items. AYES: Ellyson, Stoolman, Miller, Goodweiler. Absent: Pierce. NAYS: None. Motion carried.

PUBLIC HEARING/NON-CONSENT AGENDA

Resolution 1688 – Approving a contract with Needham Excavating for the Cubby Park Improvements./Move to action.

Nate Kass of Fehr-Graham said that Needham, the general contractor, initially intended to cover all subcontractors under his insurance policy but now each subcontractor will provide insurance coverage including pollution coverage. Needham will collect all insurance certificates and forward them to Fehr-Graham. Nate suggested the contract be approved contingent upon receipt of the subcontractor insurance documents. After discussion, Goodweiler moved to approve Resolution 1688 contingent upon Needham providing all of the insurance certificates from his subcontractors and Notice to Proceed will not be granted until the agreement from the pipeline company is received. AYES: Goodweiler, Ellyson, Stoolman, Miller. Absent: Pierce. NAYS: None. Motion carried.

Discussion: To consider adding / combining the West Branch Village Wastewater Treatment Process into the City Wastewater Treatment Process.

Council Person Miller presented some background information on the topic. He said that West Branch Village has two sewer lagoons that will eventually need to be replaced and the city has been notified to enhance its wastewater treatment facility. The idea is that a facility that can handle sewage from both systems would be spread over more people at a lower cost than if two separate systems were built and the cost spread over two separate entities. There was discussion on quantifying volumes of effluent from WBV, the best way to meter WBV, and how to best obtain the information required for the planning of a new facility.

Resolution 1683 – A Resolution Approving the Contract for the 2017 Hoover's Hometown Days Celebration in the Amount of \$25,000.00./Move to action.

Motion by Miller, second by Goodweiler, to approve Resolution 1683. AYES: Miller, Goodweiler, NAYS: Stoolman, Ellyson. Absent: Pierce. Motion failed.

Resolution 1689 – A Resolution adopting the City Administrator's Recommended Budget for Fiscal Year 2018-2019, and Ordering a Notice of Hearing for March 5, 2018.

Jones explained the effort that went into the preparation this year. Over thirty various meetings, reductions in departmental budgets and vehicle set asides and an increase in the property tax levy. He stated that we tried to be as transparent as possible.

Motion by Ellyson, second by Stoolman to approve Resolution 1689. AYES: Ellyson, Stoolman, Goodweiler. Absent: Pierce. NAYS: Miller. Motion carried.

CITY ADMINISTRATOR REPORT

Jones reported that the Wastewater Task Force will resume activity. It had to take a break during the budget preparation period. Diversity training for all city employees, including the fire department staff, will be conducted tomorrow, February 21 by the Iowa State University Extension staff. He also reviewed the City Budget document and announced that a preconstruction conference will be held with Needham and their subcontractors on March 6.

CITY ATTORNEY REPORT

Attorney Olson said that he has a conference call scheduled with the General Counsel of Casey's General Stores to get a report on what is happening with Main Street store. He will report on that at the next Council meeting.

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COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Nick Goodweiler asked about the status of the West Branch Village Bridge. Dave Schechinger replied that the DNR had not issued a permit and it appeared they were continually placing new requirements to be met each time we met the previous requirements.

ADJOURNMENT

Motion to adjourn regular meeting by Miller, second by Goodweiler. Motion carried on a voice vote. City Council meeting adjourned at 8:15 p.m.

Roger Laughlin, Mayor

ATTEST: _____
Gordon R. Edgar, Deputy City Clerk

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 5, 2018

AGENDA ITEM:	Motion to Approve the Liquor License Renewal for “Casey’s General Store #3463, located at 615 S. Downey Street, West Branch, Iowa 52358.
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CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
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PREPARED BY:	Leslie Brick, Deputy City Clerk
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DATE:	February 27, 2018
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BACKGROUND:

Approve Class E Liquor license with privileges: Class B Carryout Wine permit, Class C Carryout Beer permit, and Sunday Sales permit for Casey’s Marketing Company, dba Casey’s General Store #3463 at 615 S. Downey Street. Renewal effective March 31, 2018 through March 30, 2019.

STAFF RECOMMENDATION: Approval Motion – Move to Action

REVIEWED BY CITY ADMINISTRATOR:
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COUNCIL ACTION:

MOTION BY:

SECOND BY:

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 5, 2018

AGENDA ITEM:	Motion to Approve the Quote of LL Pelling for spot repairs and total sealcoating of the block between 4 th and 5 th on East College Street.
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CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
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PREPARED BY:	Public Works Director Matt Goodale
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DATE:	February 27, 2018
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BACKGROUND:

Prior to all lining and grouting of the sewer lines Visu-Sewer televises to make sure everything is clean, get distances for reinstatement of services and check for potential issues. During this televising there were a few defects found on East Orange and East College Street. These required street removal and digging to repair prior to lining being completed. On East College Street a section of pipe that had looked questionable during televising collapsed after lining requiring removal and repair. These repairs were all done in conjunction with the Phase 2 Lining Project but were not anticipated so were done as needed. Lynch Excavating completed these repairs. The LL Pelling invoice is for spot repairs and total sealcoating of the block between 4th and 5th on East College Street where the sewer main repairs took place.

STAFF RECOMMENDATION: Approve Quote
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REVIEWED BY CITY ADMINISTRATOR:
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COUNCIL ACTION:

MOTION BY:

SECOND BY:

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PROPOSAL

City of West Branch (PG)
P.O. Box 218
West Branch, IA 52358-0218



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

RE: 2018 Sealcoat Work

November, 2017

Description of Work:

Type A Work (Option 1)

Unit Price

A. Base repair and single seal coat consisting of:

Scarify and pulverize existing street surface

Furnish water as required for compaction, reshape and recompact.

Furnish and apply single seal coat of MC-3000 asphalt

Furnish, spread and roll 3/8" chips.

\$ 3.45 SY

OR

Type B Work (Option 2)

B. Single seal coat consisting of:

Power broom streets

Furnish and apply single seal coat of MC-3000 asphalt

Furnish, spread and roll 3/8" chips.

\$ 2.35 SY

Cold Mix Patch Material (15 tons or less)

\$ 200.00 TON

NOTES:

1. Billing on final units completed.

2. Cold Mix Patching amount is an *estimated* quantity. Invoice will be on actual tons placed.

*Is this project tax exempt? Yes ☐ No ☒. If you checked yes, please send the Iowa Construction Sales Tax Form with your signed proposal.

**Authorized
Signature**

Darin Tippie

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ Date _____

Signature _____ Date _____

"Committed to Excellence since 1948"



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 5, 2018
AGENDA ITEM:	Resolution 1690 – Approving the Quote and Contract for Tank Cleaning Services.
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Public Works Director, Matt Goodale.
DATE:	February 27, 2018

BACKGROUND:

The City of West Branch owns two water towers, 2 clear wells and a sump pit that are all part of the water distribution system. These require periodic scheduled maintenance. This contract would clean half of those tanks. The other half was cleaned in 2016. There is a four year rotation on cleaning. This is a one-time contract with this company for the work to be completed. The contract is for \$2,675.00, but it is expected to be amended after the work is completed due to the anticipated additional cleaning our tank(s) may need.

STAFF RECOMMENDATION:	Approve the Resolution / Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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City of West Branch
Attn: Matt Goodale
PO Box 218
West Branch, IA 52358

January 24, 2018

RE: 2018 Tank Maintenance Project

Midco Diving & Marine Services, Inc. is pleased to provide the following proposal to perform the scope of work outlined below.

All diving operations are fully insured for "**Commercial Diving Operations**" including General Liability and Workman's compensation. **Verifiable Certificates of Insurance** are available upon request. Midco Diving & Marine Services, Inc. is in full compliance with OSHA 29 CFR 1910, Subpart T - Commercial Diving Operations regulations. OSHA specifies that the minimum acceptable dive crew size is three qualified divers. Not all firms are complying with this mandate and continue to use two person dive crews or unqualified personnel; please be aware of this when evaluating our proposal. Further, prior to commencing work, and if requested, we will provide your firm with copies of personnel and equipment certifications which meet or exceed those mandated by OSHA, specifically;

Diver training – from accredited commercial dive school (each dive team member)

Association of Diving Contractors International (ADC) Commercial Diver Certification Cards indicating each dive team member's qualifications and competency level as defined in the ADC Consensus Standards

Current First Aid/CPR training (each dive team member)

Annual medical examination determining diver is fit to perform assigned tasks (each dive team member)

Air purity test for breathing air source(s) – tested every 6 months

Breathing gas supply hoses – tested at least annually to 1.5 times their working pressure

Depth gauges – calibrated every 6 months

TANK DESCRIPTIONS

300 KG	Steel Welded Ellipsoidal	130' High X 30' Deep
30 KG	Concrete Clearwell	15.6' Wide X 31.6' Long X 12' Deep
10 KG	Concrete Slump Tank	12' Long X 10' Wide X 12' Deep

800-479-1558 (P)

800-238-0217 (F)

www.midcodiving.com

info@midcodiving.com

Home Office P.O. Box 513 Rapid City, South Dakota 57709 605-791-3030

Regional Office P.O. Box 7396 Loveland, Colorado 80537 970-532-2128

Inspection

An inspection with a live video recording in DVD format will be made documenting the findings in the tank. No written report will be generated. Inspection procedures include:

- Inlet and outlet
- Overflow
- Roof and Roof hatch
- Walls and floors
- Baffle/support walls
- Interior ladders
- Roof vents
- Exterior coatings
- Exterior ladder & rails
- Sumps
- Internal plumbing
- Joints and seams
- Interior coating
- Telemetry
- Sediment depths

Cleaning

Remove up to three inches (3") of accumulated material from the storage tank floor using underwater vacuum procedures as needed. Any material that cannot be removed by normal vacuum procedures or material in excess of three inches (3") (____) will be removed for an additional charge with a firm price given while on site. Material such as sand, gravel and concrete is considered debris and will be removed by hand **at an additional charge** (____). All discharged materials including water are the responsibility of the owner unless prior arrangements are made.

Cleaning & Inspection Pricing (Including Inspection DVD) \$2,675.00
EPA or State Report Including Inspection DVD (If Requested) \$100.00 Each
Written Report, EPA or State Report and Inspection DVD (If Requested)..... \$200.00 Each

This quote and pricing is valid for Thirty Days (30). Terms are net 10 days for completed on site work; interest at 1.5% per month on any unpaid balance. All costs of collection including reasonable interest, reasonable attorney's fees (if suit is filed) and reasonable collection agency fees to be added to any unpaid balance. Any fees required to obtain a city business license will be added to the final invoice at the current city rate plus appropriate markup. Pricing is also contingent on utility personnel working with our scheduling department to complete the project in timely and proficient manner which includes potentially working over a weekend. Although we strive to work with utility personnel in regards to scheduling availability, some instances necessitate weekend access. All Midco Diving quotes are subject to availability of personnel and equipment; upon approval have this signed and faxed back to 800-238-0217 to confirm scheduling.

This quotation has been prepared exclusively for your firm. The contents of this quotation are considered confidential and are not to be divulged to third parties. This quotation has been prepared using information provided by your firm/utility. Incorrect or inaccurate information used for estimate purposes or that delays progress could influence your final price (____). Interruptions in the work progression, not in control of Midco Diving & Marine Services, Inc. may also affect your final pricing. If Midco Diving & Marine Services, Inc is unable to complete the work as described above due to tank access, water levels, safety issues, etc. a nominal trip fee may be charged.

Sincerely,

Kate McLemore

Kate McLemore
Sales and Marketing Director

Accepted by:

Name & Title

Utility/Company Name

Date



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 5, 2018
AGENDA ITEM:	Motion to Approve Agreement with Kinder Morgan Cochin LLC for construction of the Cubby Park Improvements
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Nate Kass, Fehr Graham
DATE:	February 27, 2018

BACKGROUND:

The Encroachment Agreement between the City of West Branch and Kinder Morgan Cochin LLC has been submitted for review and approval. This is required to construct the Cubby Park Improvements as discussed at previous meetings.

STAFF RECOMMENDATION:	Approve Motion / Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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ENCHROACHMENT AGREEMENT

This ENCHROACHMENT AGREEMENT ("Agreement") is made and entered into this 28th day of February, 2018 by and between **KINDER MORGAN COCHIN LLC**, a Delaware Limited Liability Company, 1001 Louisiana St. Suite 1000, Houston, TX 77002 ("COCHIN") (Dome Pipeline Corporation merged into COCHIN) and the **CITY OF WEST BRANCH, IOWA**, a municipal corporation, 110 N. Poplar St., West Branch, IA 52358 ("LICENSEE").

WITNESSETH

WHEREAS, LICENSEE is owner of property by a certain Warranty Deed filed on August 2, 2013 as Document 2013 2774, Book 1183, Pages 212-214 of the records of Cedar County, Iowa and generally described as:

A tract of land situated in the NW1/4 of the SE1/4 of Section 6, T79N, R4W,
of the 5th P.M., Cedar County, Iowa.

(the "Subject Property"); and

WHEREAS, COCHIN is owner of a right of way and easement on the Subject Property by a certain Pipeline Easement filed on September 24, 1992 as Document 3043, Book 241, Pages 135-140 of the records of Cedar County, Iowa ("COCHIN's Easement"); and

WHEREAS, COCHIN has constructed, operates and maintains a pipeline and associated facilities on COCHIN's Easement on, over, under, upon, across and through the Subject Property ("COCHIN's Facilities"); and

WHEREAS, LICENSEE is owner of the Subject Property by a certain Warranty Deed filed as Document 2013 2774 Book 1183 Pages 212-214 of the records of Cedar County, Iowa; and

WHEREAS, LICENSEE hereby requests from COCHIN a permit authorizing LICENSEE to install and maintain a driveway and sidewalk ("LICENSEE's Facilities") on and over a portion of COCHIN's Easement, to be used for the purpose herein set forth; and

NOW, THEREFORE, in consideration of the payments, covenants, terms and conditions to be made, performed, kept and observed by LICENSEE and COCHIN hereunder, and for other good

and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. COCHIN does hereby grant a permit to LICENSEE to construct, install and maintain LICENSEE's Facilities on COCHIN's Easement at the location specified and shown on Exhibit "A" consisting of two (2) pages attached hereto and made a part hereof.

2. The permit granted herein to construct, install and maintain LICENSEE's Facilities on COCHIN's Easement is made and subject to LICENSEE's full and faithful performance and observance of the following covenants, terms and conditions:

(a) The construction of LICENSEE's Facilities, and any subsequent permitted alteration, modification or change to LICENSEE's Facilities (collectively, the "Work"), shall be performed in accordance with the Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities – Form L-O&M 200-29 ("Guidelines") consisting of three (3) pages and "Construction near Company Facilities – O&M 204" consisting of forty-two (42) pages, attached hereto and made a part hereof as Exhibit "B" and Exhibit "C". The specific method for installing LICENSEE's Facilities shall be as shown on Exhibit "D" consisting of eleven (11) pages attached hereto and made a part hereof. LICENSEE hereby agrees to abide by any special construction requirements imposed by COCHIN during the Work, including, without limitation, for purposes of providing increased safety during the performance of any Work, whether in the form of an amendment to this Agreement or otherwise.

(b) No heavy equipment over 5,000 lbs. per tire wheel or equipment over 80,000 lbs. concentrated surface load will be allowed on COCHIN's Easement or COCHIN's Facilities without prior written approval from COCHIN. No construction vehicles shall perform any loading or off-loading activity over and upon COCHIN's Facilities or within twenty-five (25) feet of COCHIN's Easement.

(c) LICENSEE shall bear all costs and expenses incurred in connection with the performance of the Work, whether the Work is related to construction, installation, maintenance, repair, replacement and or removal of LICENSEE's Facilities or otherwise, including, without limitation, all reasonable costs and expenses incurred by COCHIN for inspection services. LICENSEE shall at all times perform the Work in a manner satisfactory to COCHIN and otherwise in strict conformity with all applicable laws, rules, statutes, regulations, ordinances, orders and requirements ("Laws") from any federal, state or local governmental authority having jurisdiction over COCHIN's Easement, COCHIN's Facilities, or LICENSEE's Facilities (collectively "Governmental Authorities"), so as not to adversely affect COCHIN's Easement or COCHIN's Facilities or otherwise endanger the safety of any persons or property. LICENSEE shall provide reasonable advance forty-eight (48) hour notice to COCHIN to allow, at LICENSEE's expense, observation by COCHIN's representative during the performance of any Work.

(d) Nothing shall be done or suffered to be done by, through or under LICENSEE at any time that will in any manner endanger, interfere with or impair the usefulness of COCHIN's Easement or COCHIN's Facilities, or in any manner interfere with or obstruct COCHIN's operations and, if at any time COCHIN shall be of the reasonable opinion that the presence, condition, or use of LICENSEE's Facilities in any way endangers or interferes with COCHIN's Facilities, COCHIN may require LICENSEE, at LICENSEE's expense, to promptly remove, relocate, alter, or modify LICENSEE's Facilities as necessary to alleviate such interference or obstruction and if LICENSEE fails to do so within a reasonable time considering the urgency of the need and seasonal restrictions on the prosecution of such work, COCHIN, at LICENSEE's expense, may remove, relocate, alter or modify the same, and upon presentation of bills rendered therefor, LICENSEE shall reimburse COCHIN for all expenses incurred in connection therewith on demand. This provision shall survive the expiration or termination of this Agreement.

(e) LICENSEE acknowledges and agrees that notwithstanding (i) the requirement to comply with the Guidelines, the specific method for installing LICENSEE's Facilities as set forth in Exhibit "D," or any other special construction requirements imposed by COCHIN, or (ii) the presence of any representative from COCHIN during the performance of the Work, COCHIN makes no representation or other statement as to LICENSEE's Facilities, including, without limitation, their compliance with Laws, and assumes no responsibility nor is otherwise liable to LICENSEE for LICENSEE's Facilities. LICENSEE also acknowledges and agrees that COCHIN does not, by consenting to LICENSEE's Facilities on COCHIN's Easement as permitted herein, assume any responsibility for the protection of LICENSEE's Facilities.

3. LICENSEE recognizes that it is necessary for LICENSEE to obtain all necessary rights from the owner of the Subject Property, easement rights holders or any other party claiming an interest in the Subject Property, in order to be able to legally construct LICENSEE's Facilities on the Subject Property, including, without limitation, on COCHIN's Easement. None of the covenants or provisions contained in this Agreement is meant to grant any easement or convey any real property rights in the Subject Property. LICENSEE acknowledges that this Agreement is subject to, and shall be of no force and effect unless and until LICENSEE has obtained, the written approval (by means of an easement or similar real estate interest) of the owner of the Subject Property to place LICENSEE's Facilities on the Subject Property, including, without limitation, on COCHIN's Easement. LICENSEE's Facilities the LICENSEE's rights obtained from the owner of the Subject Property shall be subordinate to COCHIN's Easement and COCHIN's Facilities and shall be subject to the terms and conditions of this Agreement. In the event LICENSEE is deemed in default of COCHIN's Easement as a result of entering into this Agreement, this Agreement shall automatically be deemed null and void without any further act or instrument by either party.

4. LICENSEE agrees to indemnify, defend and hold harmless COCHIN, and COCHIN's employees, officers, directors, agents, subsidiaries, affiliates, interest holders, legal representatives, successors and assigns (collectively and with COCHIN, the "Indemnified Parties"), from and against any and all claims, actions, proceedings, judgments, damages, liens,

finances, costs, liabilities, injuries, losses, costs and expenses (including but not limited to reasonable attorneys' fees) arising from or related to LICENSEE's Facilities or any other use and occupancy of the COCHIN Easement or impact on COCHIN's Facilities, or any Work performed hereunder by, through or under LICENSEE, its employees, officers, directors, agents, subsidiaries, affiliates, interest holders, legal representatives, invitees, successors and assigns, contractors or subcontractors, or anyone claiming by through or under any of them (collectively and with LICENSEE the "LICENSEE Parties"), or any breach of this Agreement (and notwithstanding the sole or concurrent negligence of COCHIN or those acting for or on behalf of COCHIN), except to the extent that any such claim, action, proceeding, judgment, damage, lien, fine, cost, liability, injury, loss, cost and expense is attributable solely to the willful misconduct of any of the Indemnified Parties. This indemnification shall include, but not be limited to claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by any of the LICENSEE Parties). The foregoing indemnity shall survive the expiration or termination of this Agreement.

To the maximum extent permitted by Law, LICENSEE hereby waives any and all claims against the Indemnified Parties, which any of the LICENSEE Parties may now or at any time in the future have for injury or damage to persons, property or business sustained in or about the COCHIN Premises or related to COCHIN's Facilities, including, without limitation, for any acts or omissions of any of the Indemnified Parties. COCHIN shall not be liable to LICENSEE for any injury, loss or damage to persons, property or business sustained by any of the LICENSEE Parties in connection with this Agreement or the rights granted to LICENSEE hereunder, unless such loss or damage results solely from the Indemnified Parties' willful misconduct. In no event shall COCHIN be liable for any such injury, loss or damage resulting from any acts of omissions of any third parties or the public. LICENSEE shall maintain insurance as specified in and in accordance with the terms of the Guidelines. This provision shall survive the expiration or termination of this Agreement.

5. Neither this Agreement nor any rights, permits, permissions or privileges herein granted shall be assigned or transferred, in whole or in part, directly or indirectly, by LICENSEE by operation of law or otherwise, without prior written consent of COCHIN. Any such permitted assignment shall require a written instrument from the assignee agreeing to be bound by and deemed to have assumed all of the obligations of LICENSEE hereunder, and LICENSEE shall not be relieved of any of its obligations hereunder to the extent arising on or before the effective date of any such permitted assignment.

6. In the event LICENSEE is not in compliance with any of the terms and conditions of this Agreement, and such non-compliance is not cured within thirty (30) days following delivery of a written notice of such non-compliance by COCHIN to LICENSEE; provided, however, if the nature of the non-compliance is such that the cure cannot be completed within thirty (30) days, so long as LICENSEE has promptly undertaken diligent efforts within such thirty (30) day period to effect a cure, then the cure period shall be extended for such additional time, not to exceed an additional sixty (60) days, then this Agreement may be terminated by

COCHIN and COCHIN shall be entitled to all remedies available at law and in equity. In addition to the foregoing, this Agreement shall automatically terminate upon the cessation of use or abandonment by LICENSEE of LICENSEE's Facilities or the filing of a bankruptcy petition by or against LICENSEE, either voluntary or involuntary. Notwithstanding anything contained herein to the contrary, no such termination of this Agreement shall relieve LICENSEE from those terms and conditions expressly made to survive herein or any of LICENSEE's obligations arising hereunder prior to the date of such termination.

LICENSEE shall be liable for and shall reimburse COCHIN upon demand for all reasonable attorney's fees and costs incurred by COCHIN in enforcing LICENSEE's obligations under this Agreement, whether or not COCHIN files legal proceedings in connection therewith. No delay or omission of COCHIN to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Agreement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

7. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if delivered in person or by messenger or sent by U.S. certified mail, return receipt requested, or by a nationally-recognized overnight courier to the parties at the following addresses (or such substitute addresses as may be provided by either party in the manner described herein):

If to COCHIN:
KINDER MORGAN COCHIN LLC
Attn: Dwight Van Dolah
1001 Louisiana
Houston, TX 77002
Telephone: (713) 420-5845

If to LICENSEE:
CITY OF WEST BRANCH IOWA
Attn: Roger Laughlin, Mayor
110 N. Poplar St.
West Branch, IA 52358
Telephone: (319) 643-5888

8. This Agreement constitutes the entire agreement and understanding of the parties. Any amendments to this Agreement must be in writing and executed by COCHIN and LICENSEE. LICENSEE agrees to cooperate with COCHIN in executing any additional documents reasonably necessary to protect COCHIN's rights under this Agreement.

9. This Agreement shall be construed in accordance with the laws of the state in which the Subject Property is located.

10. In the event that any governmental or regulatory body or any court of competent jurisdiction determines that any covenant, term or condition of this Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as same applies to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances) or the validity, legality or enforceability of the other covenants, terms and conditions of this Agreement. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable, the parties shall promptly and in good faith negotiate new provisions in substitution therefore to restore this Agreement to its original intent and effect.

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same Agreement.

12. This Agreement and the covenants, terms and provisions herein contained shall extend and be binding upon the successors and permitted assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, affective as of the day and year first above written.

COCHIN

LICENSEE

KINDER MORGAN COCHIN LLC

CITY OF WEST BRANCH, IOWA

By:  _____

By: _____

Name: Dwight Van Dolah

Name: _____

Title: Director Operations


Title: _____

CUBBY PARK IMPROVEMENTS - PHASE 1

FOR
CITY OF WEST BRANCH
WEST BRANCH, IOWA

16-072

WEST BRANCH
CEDAR COUNTY

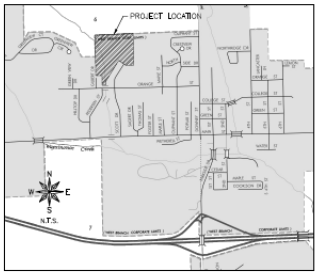


STATE OF
IOWA

THE PROJECT IS COVERED BY ANA AND STATE
DESIGN. PROJECT NO. 16-072. THE CONTRACTOR SHALL
BE RESPONSIBLE FOR THE DESIGN AND THE DESIGN SHALL
BE THE CONTRACT DOCUMENTS.

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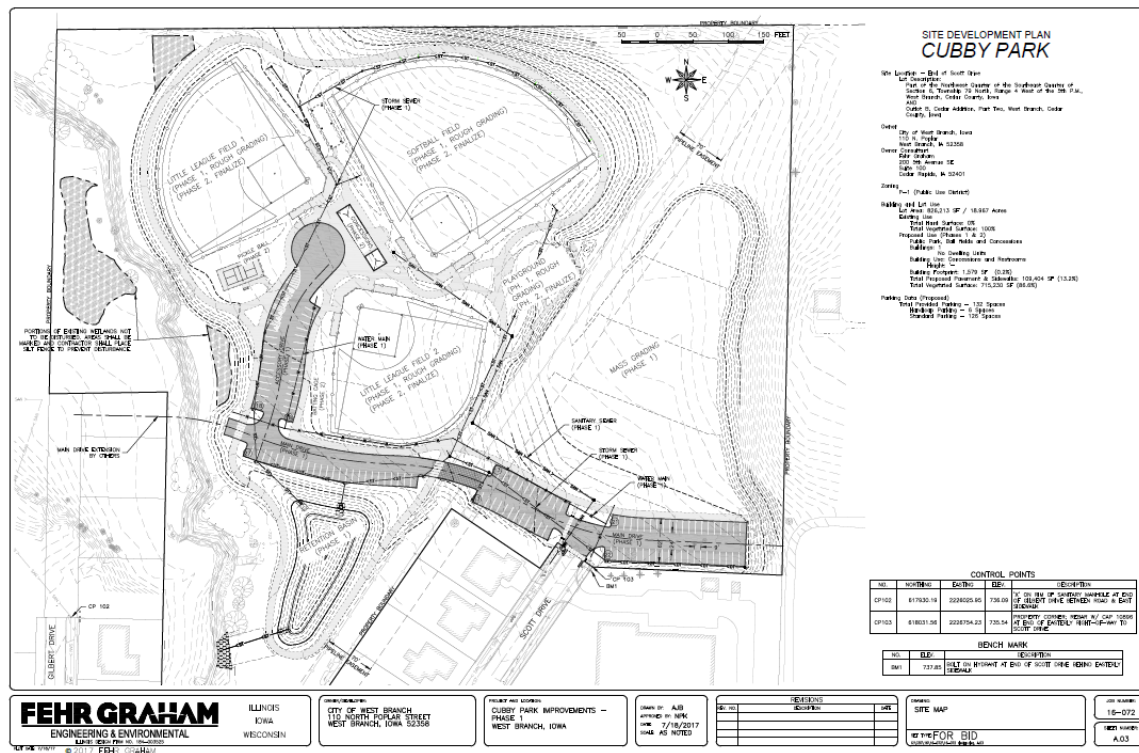


LOCATION MAP

WARNING!
HIGH PRESSURE PIPELINE(S)
CAUTION AND/OR CONSTRUCTION PROHIBITED WITHOUT PRIOR
WRITTEN PERMISSION FROM MC-MANIS PIPELINE CO., LLC

WARNING!
HIGH PRESSURE PIPELINE(S)
CAUTION AND/OR CONSTRUCTION PROHIBITED WITHOUT PRIOR
WRITTEN PERMISSION FROM MC-MANIS PIPELINE CO., LLC

OWNED/CONTROLLED BY WEST BRANCH	
ADDRESS	TYPE OF STREET
100 N. 1ST STREET	STREET
100 N. 2ND STREET	STREET
100 N. 3RD STREET	STREET
100 N. 4TH STREET	STREET
100 N. 5TH STREET	STREET
100 N. 6TH STREET	STREET
100 N. 7TH STREET	STREET
100 N. 8TH STREET	STREET
100 N. 9TH STREET	STREET
100 N. 10TH STREET	STREET
100 N. 11TH STREET	STREET
100 N. 12TH STREET	STREET
100 N. 13TH STREET	STREET
100 N. 14TH STREET	STREET
100 N. 15TH STREET	STREET
100 N. 16TH	



"Turning Vision Into Reality is our Business"



Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities

Name of Company: Kinder Morgan Cochin

The list of design, construction and contractor requirements, including but not limited to the following, for the design and installation of foreign utilities or improvements on KM right-of-way (ROW) are not intended nor do they waive or modify any rights KM may have under existing easements or ROW agreements. Reference existing easements and amendments for additional requirements. This list of requirements is applicable for KM facilities on easements only. Encroachments on fee property should be referred to the ROW Department.

Design

- KM shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KM's ROW to determine and resolve any location, grade or encroachment problems and provide protection of our facilities and the public **before** the actual work is to take place.
- Encroaching entity shall provide KM with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KM's ROW. The encroaching entity shall also provide a set of as-built drawings showing the proposed facilities in the vicinity of KM's ROW.
- Only facilities shown on drawings reviewed by **Kinder Morgan Cochin** (Company) will be approved for installation on KM's ROW. All drawing revisions that effect facilities proposed to be placed on KM's ROW must be approved by KM in writing.
- KM shall approve the design of all permanent road crossings.
- Any repair to surface facilities following future pipeline maintenance or repair work by KM will be at the expense of the developer or landowner.
- The depth of cover over the KM pipelines shall not be reduced nor drainage altered without KM's written approval.
- Construction of any permanent structure, building(s) or obstructions within KM pipeline easement is **not** permitted.
- Planting of shrubs and trees is not permitted on KM pipeline easement.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KM easement.
- Foreign line, gas, water, electric and sewer lines, etc., may cross perpendicular to KM's pipeline within the ROW, provided that a minimum of two (2) feet of vertical clearance is maintained between KM pipeline(s) and the foreign pipeline. Constant line elevations must be maintained across KM's entire ROW width, gravity drain lines are the only exception. Foreign line crossings below the KM pipeline must be evaluated by KM to ensure that a significant length of the KM line is not exposed and unsupported during construction. When installing underground utilities, the last line should be placed beneath all existing lines unless it is impractical or unreasonable to do so. Foreign line crossings above the KM pipeline with less than 2 feet of clearance must be evaluated by KM to ensure that additional support is not necessary to prevent settling on top of the KM hazardous liquids pipeline.
- A foreign pipeline shall cross KM facilities at as near a ninety-degree angle as possible. A foreign pipeline shall not run parallel to KM pipeline within KM easement without written permission of KM.
- The foreign utility should be advised that KM maintains cathodic protection on their pipelines. The foreign utility must coordinate their cathodic protection system with KM's. At the request of KM, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection. The KM Cathodic Protection (CP) technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KM. All costs associated with the correction of cathodic protection problems on KM pipeline as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.
- The metallic foreign line shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing unless otherwise requested by the KM CP Technician.

Reference: L-O&M Procedure 204
Distribution: Local Files
Engineering

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Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities

- AC Electrical lines must be installed in conduit and properly insulated.
- DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KM ROW.
- No power poles, light standards, etc. shall be installed on KM easement
- No pipeline may be located within 50 feet (15 meters) of any private dwelling, or any industrial building or place of public assembly in which persons work, congregate, or assemble.

Construction

- Contractors shall be advised of KM's requirements and be contractually obligated to comply.
- The continued integrity of KM's pipelines and the safety of all individuals in the area of proposed work near KM's facilities are of the utmost importance. Therefore, contractor must meet with KM representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **KM's on-site representative will require discontinuation of any work that, in his opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- The Contractor must expose all KM pipelines prior to crossing to determine the exact alignment and depth of the lines. A KM representative must be present. In the event of parallel lines, only one pipeline can be exposed at a time.
- KM will not allow pipelines to remain exposed overnight without consent of KM designated representative. Contractor may be required to backfill pipelines at the end of each day.
- A KM representative shall do all line locating. A KM representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by KM representatives only, to prevent unnecessary damage to the pipeline coating.
- Notification shall be given to KM at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of Kinder Morgan, Inc.'s work site representative. Any Contractor schedule changes shall be provided to Kinder Morgan, Inc. immediately.
- Heavy equipment will not be allowed to operate directly over KM pipelines or in KM ROW unless written approval is obtained from **Kinder Morgan Cochin** (Company). Heavy equipment shall only be allowed to cross KM pipelines at locations designated by Kinder Morgan, Inc. Contractor shall comply with all precautionary measures required by KM to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires. Equipment excavating within ten (10) feet of KM Pipelines will have a plate guard installed over the teeth to protect the pipeline.
- Excavating or grading which might result in erosion or which could render the KM ROW inaccessible shall not be permitted unless the contractor/developer/owner agrees to restore the area to its original condition and provide protection to KM's facility.
- A KM representative shall be on-site to observe any construction activities within ten (10) feet of a KM pipeline or aboveground appurtenance. The contractor **shall not** work within this distance without a KM representative being on site. Only hand excavation shall be permitted within **two (2) feet** of KM pipelines, valves and fittings unless State requirements are more stringent. However, proceed with extreme caution when within three (3) feet of the pipe.
- A KM representative will monitor construction activity within 25 feet of KM facilities during and after the activities to verify the integrity of the pipeline and to ensure the scope and conditions agreed to have not changed. Monitoring means to conduct site inspections on a pre-determined frequency based on items such as: scope of work, duration of expected excavator work, type of equipment, potential impact on pipeline, complexity of work and/or number of excavators involved.
- Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KM facility unless company representative is present.
- Temporary support of any exposed KM pipeline by Contractor may be necessary if required by KM's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KM's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KM's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.

Reference: L-O&M Procedure 204
Distribution: Local Files
Engineering

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L-OM200-29
11/07

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Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities

- No blasting shall be allowed within 1000 feet of KM's facilities unless blasting notification is given to KM including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting. KM shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KM's facilities as a result of their activities whether or not KM representatives are present. KM shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

No blasting shall be allowed within 300 feet of KM's facilities unless blasting notification is given to KM a minimum of one week before blasting. (note: covered above) KM shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KM in addition to meeting requirements for 500' and 1000' being met above. A written emergency plan shall be provided by the organization responsible for blasting. (note: covered above)

- Any** contact with any KM facility, pipeline, valve set, etc. shall be reported immediately to KM. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- KM personnel shall install all test leads on KM facilities.
- Burning of trash, brush, etc. is not permitted within the KM ROW.

Insurance Requirements

- All contractors, and their subcontractors, working on Company easements shall maintain the following types of insurance policies and minimum limits of coverage. All insurance certificates carried by Contractor and Grantee shall include the following statement: "Kinder Morgan and its affiliated or subsidiary companies are named as additional insured on all above policies (except Worker's Compensation) and waiver of subrogation in favor of Kinder Morgan and its affiliated or subsidiary companies, their respective directors, officers, agents and employees applies as required by written contract." **Contractor shall furnish Certificates of Insurance evidencing insurance coverage prior to commencement of work and shall provide thirty (30) days notice prior to the termination or cancellation of any policy.**
- Statutory Coverage Workers' Compensation Insurance in accordance with the laws of the states where the work is to be performed. If Contractor performs work on the adjacent on navigable waterways Contractor shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoreman's and Harbor Workers' Compensation Law.
 - Employer's Liability Insurance, with limits of not less than **\$1,000,000** per occurrence and **\$1,000,000** disease each employee.
 - Commercial General Liability Insurance with a combined single limit of not less than **\$2,000,000** per occurrence and in the aggregate. All policies shall include coverage for blanket contractual liability assumed.
 - Comprehensive Automobile Liability Insurance with a combined single limit of not less than **\$1,000,000**. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - If necessary Comprehensive Aircraft Liability Insurance with combined bodily injury, including passengers, and property damage liability single limits of not less than **\$5,000,000** each occurrence.
 - Contractor's Pollution Liability Insurance this coverage shall be maintained in force for the full period of this agreement with available limits of not less than **\$2,000,000** per occurrence.
 - Pollution Legal Liability Insurance this coverage must be maintained in a minimum amount of **\$5,000,000** per occurrence.

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1. Applicability

- ☒ CO2
- ☒ Crude
- ☒ Highly Volatile Liquids (HVLs) / High Vapor Pressure (HVPs)
- ☒ Refined Products /Natural Gasoline

2. Scope

Highlighting indicates revisions made as of the date on this procedure.

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"Turning Vision Into Reality is our Business"

This procedure applies to all Kinder Morgan (KM) pipeline systems, facilities and appurtenances that are KM owned or leased.

This procedure provides guidance in addressing all construction projects or activities that encroach upon KM pipeline and non-pipeline systems or facilities, private or fee owned property, easements, etc. Such encroachments must be evaluated to assure compliance with KM requirements. The requirements prescribed in this procedure were developed to protect the public, KM employees and prevent damage to the KM pipeline and non-pipeline system or facilities.

A pipeline or pipeline system means;

All parts of a pipeline facility through which a hazardous liquid or carbon dioxide moves in transportation, including but not limited to, line pipe, valves, and other appurtenances, connected to line pipe, pumping units, fabricated assemblies associated with pumping units, metering and delivery stations and fabricated assemblies therein, and breakout tanks.

A pipeline facility means;

New and existing pipe, rights-of-way and any equipment, facility, or building used in the transportation of hazardous liquids or carbon dioxide. Examples may include but are not limited to all Supervisory Control and Data Acquisition system (SCADA) lines, cathodic protection (CP) lines and cables, communication alarm or signal lines.

A non-pipeline facility means;

Bulk storage facilities, non-jurisdictional gathering systems and;

KM owned or leased, electrical power lines, cables, conduits, lighting cables, potable and reclaimed water systems, irrigation, slurry lines, sewer and drain lines, fuel gas lines, oil steam, petroleum lines, etc.

Note: One Call notifications that include a KM non-pipeline facility are to be responded to as directed in this procedure including responding to the One Call notification within 48 hours or State law whichever is more stringent. However, if the KM non-pipeline facility location is not able to be determined and marked, using available records, maps or a sweep of the proposed excavation area by electronic locate equipment within 48 hours or the State law imposed time limit. A positive notification shall be made to the excavator that there is possibility a non-pipeline facility exists in the proposed excavation area.

Complete and detailed documentation of the non-pipeline facility locate or lack there-of and actions taken shall be included with the One Call notification and stored in the Kinder Morgan One Call (KMOC) system.

All future reference to KM pipeline systems, facilities and/or non-pipeline facilities in this procedure shall include but not be limited to the previous.

3. Core Information and Requirements

Excavation related activities near pipeline facilities that may require inspection and or assessment include, but are not limited to:

- a. Blasting
- b. Installing foreign pipelines
- c. Installing electric cables, telephone or cable TV lines
- d. Drilling holes for poles, posts, anchors or oil, water and gas wells
- e. Boring
- f. Installing parking lots, driveways, mobile homes, garages, sheds, swimming pools, barns, junkyards or trees

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- g. Crossing company pipeline systems or facilities with heavy vehicles or equipment
- h. Permanent or temporary removal of cover from company pipelines systems or facilities (agricultural land leveling, road or highway construction, drainage work, etc.)
- i. Any other activities that may require excavation or other earth moving or earth disturbing activities
- j. See attachment 6 for additional Canada requirements.

3.1. Basic Rights

- a. The Right of Way (ROW) Department enforces KM land rights in so far as or to the extent provided by underlying agreements.
- b. When a third party's activities threaten the safety of KM operated facilities, KM will request that the third party discontinue such action. If the third party fails to adhere to the request, then assistance from operations management and the ROW Department shall be pursued. When a third party damages a pipeline or other KM operated facility, KM has the right to reimbursement for such damages.
- c. KM has certain basic land rights through easements, franchises, permits, license agreements, leasehold, fee ownership, etc., that allow for constructing, operating and maintaining KM facilities. The value and extent of KM's rights depend upon the underlying agreement's terms and conditions.
- d. KM has the right to act in accordance with the terms and conditions of the underlying agreement. In cases where the KM owns the property in fee, any encroachment on the property is considered trespassing. KM is prepared to take any legal action necessary to protect its real and personal property rights and the safety and property of other persons.

3.2. Basic Responsibilities

KM has the following basic responsibilities in relation to its pipeline systems or facilities:

- a. Managers and supervisors shall plan accordingly for workload fluctuations, vacations, etc. to ensure notices received are completed in a timely manner.
- b. If the company pipeline system or facility is located in the area of planned excavation, the pipeline system or facility will be marked in accordance with local one-call laws and KM procedures, whichever is more stringent.
- c. Marks, stakes, brushes (whiskers), lathes and other means of temporary marking the pipeline system or facility must be accurate, meet the American Public Works Association (APWA) uniform color code for marking excavation sites and underground facilities and comply with the requirements of state One-Call laws and KM procedures or policies whichever is more stringent.
- d. Follow Common Ground Alliance (CGA) Chapter 4, Locating and Marking Best Practice and CGA Appendix B incorporated in this procedure
- e. Provide a Positive Response to the Excavator.
 - i. If the pipeline system or facility is located and marked, communicate the type of temporary markings used and how to identify the markings. This response can be done by telephone or in person.

- ii. If the pipeline will not be marked, the Kinder Morgan electronic One-Call system (KMOC) will be used to notify the excavator via email, fax or phone. For locations that do not use the KMOC system, the KM rep will need to notify the excavator by one of the methods listed above placing "no conflict marking or flags" in the area of proposed excavation or in person
- f. Meet with excavator when requested or when necessary to determine the appropriate KM response.
- g. In addition to this basic responsibility Canada, groups need to also follow attachment 6.

Support the State/Provincial One-call Laws - When notified of planned excavation through means other than by the state one-call system is received, the caller should be instructed to call 811 to make proper notification.

3.3. Participating in State/Provincial One Call Programs

Every location will participate in a State/Provincial One-Call system. Attachments 4 and 5 list the One-Call center phone numbers, as well as KM control center phone numbers. The One-Call system serves as a means for KM receiving and recording excavation notification, notifying excavators how to identify temporary pipeline markings, communicate to the public the location of the pipeline before excavation begins and notification of KM's intent to excavate. In order to maintain the One-Call's database; once each calendar year, each location shall review their current pipeline assets and compare them with the lines in the GIS Database, and One-Call Agency database to ensure that all pipeline systems and facilities Kinder Morgan operates are listed and have not been sold or abandoned.

Participating in the State/Provincial One-Call program may meet the following damage prevention requirements for identifying on a current basis, persons who normally engage in excavation activities in the area in which the pipeline is located:

- a. If the State/Provincial One-Call program provides notification to excavators explaining the One-Call program and excavation procedures, obtain documentation for local file.

In areas where One-Call programs do not maintain a list of excavators or notification to excavators to explain the One-Call program, the list and information will be available via KM's **Public Awareness Program** identification process. The Public Awareness Program will also augment the list where One-Call are available.

3.4. Receiving Notices from One-Call Systems

One Call Centers provide the means for excavators, designers and planners to notify owners of underground facilities of their intent to perform activities in an area of planned excavation or interest. Notification received from the one-call system should be reviewed at least daily to ensure that each notification is handled in accordance with this procedures, and State/Provincial One-Call Laws.

3.4.1. Notification of Proposed Excavation

When the field receives a One-Call notice of intended excavation, a response is required per the procedures below and State/Provincial One-Call Laws, whichever is more stringent.

3.4.1.1. If the work is within 50 feet (15.2 m) of KM pipeline systems or facilities, or if there is a potential for the work to encroach to within 50 feet (15.2 m) of KM pipeline systems or facilities, a KM representative will physically mark the pipeline system or facility according to [Sec 3.5](#) below, and document in the electronic one call system or use equivalent written documentation when electronic means are not available. For all site meetings, (marked or no conflict), form [L-OM200-71, Excavation Site Inspection Form](#) or ([L-OM200-70, Excavation Site Inspection Form](#) Canada shall be completed. However, if the work will not impact the KM pipeline system or facility because it is on the other side of a predictable and immovable barrier, such as, construction separated from our pipeline by a highway or railroad, then [Section 3.2](#) would apply.

3.4.1.2. In addition to section 3.4 Canada groups need to also follow attachment 6.

3.4.1.3. If KM pipeline pipeline systems or facilities **will not be impacted**, document in the electronic one call system or use equivalent written documentation when electronic means are not available. The documentation must include justification for no physical locate and the individuals name.

3.4.2. Design or Planning Notification

When the one-call notification is a request to meet for the purposes of design or planning, the KM representative is to contact the person designated on the one-call ticket as the contact person to ensure that no excavation is planned within the life of the ticket in the area noted on the one-call ticket and to schedule a meeting at a mutually agreeable time. If excavation is planned, which meets the definition of this procedure or the state one call law, and then [Section 3.3](#) applies.

Note: When notified of planned excavation through means other than by the state one-call system is received; the caller should be instructed to call 811 to make proper notification. If caller refuses to call in a one-call ticket, start a manual ticket in KMOC and mark line as described from call. Follow L-O&M 204 procedure. Remind all people on job site no one-call was made and there may be other utilities in the area.

3.5. Marking Underground Structures

KM representatives will locate and mark company pipeline systems and facilities in areas where excavation activities are observed or will occur as indicated by the one call notification.

Exception: Line marking may not be required for routine long term activities where the depth of cover is known, and it has been established that the activity will not, in any way, affect the integrity of the pipeline. These include activities such as tilling of farm land, and road grading operations. In these cases, a standing procedure may be established with the parties involved that would apply as long as surface conditions and/or activities do not change. All other parts of this procedure do apply.

3.5.1. Locate and mark the pipeline within 50 feet (15.2 m) of the excavation work (Canada groups use attachment 6) and as specified below:

- a. Company pipeline systems and facilities will be marked within 48 hours of receipt of notification (excluding weekends and government holidays) or in accordance with local One-Call laws, whichever timeframe is more stringent, and before any excavation activities begins. Emergency Notifications will be responded to promptly.

Note: It is recognized that there will be circumstances that prohibit marking the pipeline within 48 hours. Examples include, but are not limited to

- i. weather (blizzards, heavy rain, or flooding);
 - ii. locations that require marking in roadways and we will be utilizing the contractors traffic control plan, which will not been set up within 48 hrs;
 - iii. the excavator is requesting a joint meet, which will occur after the 48 hrs ;
 - iv. inability to gain access to property for locate (inaccessible fenced properties, threatening pets);
 - v. *submerged underwater* facilities where alternate marking methods are required and scheduling of qualified locating personnel cannot be performed within 48 hours.
 - vi. or there is lack of clear delineation of the proposed area of excavation and the excavator cannot meet with us within the 48 hr time span.
 - vii. Canada groups use attachment 6 in addition to previous items.
- b. If the state/provincial law allows it, in these cases delay in marking time is allowed; however, concurrence of the delay in marking shall be received from the applicable ROW Specialist, Supervisor or Manager and the excavator. Facts and circumstances of the delay, name of KM person concurring and excavator contact who agreed shall be documented in the Comment section of KMOC.
- c. Locates and markings shall be performed safely. Consideration should be given to items such as, but not limited to: traffic, site conditions, and personal protective equipment (refer to [L-O&M Procedure 120, Personal Protective Equipment](#)).
- d. Available KM records/strip maps/alignment sheets are to be reviewed prior to marking the pipeline(s). The minimum length of pipeline to be marked shall be as required by conditions of the site and job.
- e. Perform a visual inspection of the locate area to determine if there is evidence of a KM system or facility which is not on any record, map or alignment sheet. Also be aware of other pipelines that might be in the area that are not on KM drawings.
- f. When marking the company pipeline system or facility, the marks must be able to identify where the facility is located within 2 feet (0.6 m) off the center point. If this criterion is not possible, a positive identification (e.g. pothole/probe) will be necessary before marking.
- g. Bend areas, Points of Intersections/Inflections (PI) and and other changes of direction shall be marked so that the pipe's location is clearly delineated.
- h. Marks on straight pipeline sections shall be set at intervals required by conditions of the site. The spacing of the locate marks shall be a maximum of 10 feet (3 m) apart to locate any unknown bends, PI's and other deviations.

- i. Any PI in the area must be marked.
- j. Any PI, not shown on the alignment sheet must be reported immediately to the Engineering Department.
- k. Any potholing done solely for a positive finding may be documented, using L-OM200-04 Pipeline Inspection Pothole Report. If coating is found to be poor or unbonded; L-OM200-04 cannot be used. [L-OM200-02, Pipeline Inspection/Repair Report](#) must be completed attached to the KMOC one call ticket and filed, and photographed if applicable.
- l. Alignment sheets shall be utilized for the locate of the physical location of the pipeline system or facility. Any errors or omissions including undocumented PIs discovered shall be communicated to the Engineering Department immediately.
- m. Temporarily mark the physical location of a pipeline using yellow flags, laths and/or yellow paint. The KM asset name should be easily identifiable. Use the appropriate marking for the existing and expected surface conditions.
- n. The type of temporary marking used and how to identify the marking will be communicated to the excavator.
- o. When marking Company submerged underwater facilities, conventional marking techniques may not be applicable. Buoys, poles or PVC markers may be used for submerged underwater facilities in areas such as wide commercially navigable waterways and bays. Markers should be placed as close as practical over the facilities that are submerged in such a manner without impeding or creating additional hazards. In these cases, the company may require a Crossing or Encroachment Agreement with the Owner / Excavator.
- p. Multiple KM pipelines in the same ROW will be marked individually. Care should be taken at all locations where there are multiple lines in the same ROW (either KM or third party). A sweep of the area should be performed to help identify the intended pipeline as well as all other lines that might be in the vicinity.
- q. Abandoned lines, if known and KM retains control must be located or the excavator must be informed if unable to locate.
- r. Marked locations shall be photographed in accordance with [Section 5](#), below.
- s. Treat each updated one-call ticket as a "new" ticket. Pipeline markings need to be verified or re-marked for each ticket AND new photographs taken. Remarks for each ticket need to be completed in KMOC. Descriptions and comments need to be completed for each updated ticket, as if it were the only ticket received for the job; however, reference to the previous ticket should be noted.
- t. Canada groups use attachment 6 in addition to previous items.
- u. In Canada, if Kinder Morgan identifies a potential low depth of cover area where vehicle or mobile equipment that is used for the purposes of performing an agricultural activity could impair the pipeline's safety or security, then refer to [L O&M 283 - Canada Depth of Cover Surveillance in Agricultural Areas](#).

3.5.2. Line Locating Equipment used in Locating Pipeline Systems or Facilities for Marking

- a. Conductive locating (direct connection to the pipeline) is the preferred method for locating KM pipelines. Documentation of the method used in locating the line must be made in the note section of KMOC or on Whiteboard.
- b. Line locating equipment will be field checked for proper operation daily, prior to use. Any locator not operating properly shall not be used for any locate.

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- c. A known buried pipe shall be used to verify the proper operation of the line locator.
- d. Documentation of this field check must be recorded in the Line Locating Equipment Verification Record in KMOC.
- e. Alternative techniques may be used to locate *submerged underwater* facilities when conventional locating methods cannot be used. In these cases, the company representative shall document the locating methods used and the technician's OQ qualification for the method and equipment used in the One-Call database.

3.6. Surveillance, Awareness and Reporting

- a. Be alert for upcoming projects that may encroach upon or endanger KM operated pipeline systems or facilities. Construction activity that may involve KM operated pipeline systems or facilities should be immediately reported to the appropriate supervisor or area personnel. If the appropriate supervisor or area personnel cannot be reached, notify the next available supervisor and Control Center.
- b. The public is often aware of projects, including underground phone, electrical, sewer and water facilities and street construction projects long before work begins. Since rural road construction and land leveling are less publicized, inform area contractors and road crews of KM line locations and the rules regarding construction activity.
- c. Notify Operations Manager or designee of any construction projects that may affect or endanger KM operated facilities. Report any activities on fee owned property to the ROW Department. When construction work is within city or corporate limits or part of a city project, contact city officials and remind them of KM's rules and policies. Try to attend any city or county planning committee meetings concerning major construction activities near KM's ROW. The necessary provisions can then be written into an ordinance or into the contract under which the work will be performed.
- d. If field personnel identify the installation of new electrical power utilities such as overhead power lines or below ground power utilities they should inform their immediate supervisor and local Corrosion technician of this observation so that they may determine if interference concerns under [L O&M Procedure 903, External Corrosion Control For Buried or Submerged Pipelines](#) exist. This should be documented in the local logbook, email, or by any other suitable means.

3.7. Investigating Third Party Construction Activity – KM Not Notified

- a. Immediately investigate any construction activity near KM pipeline systems or facilities to see that proper procedures are, or were, followed.
- b. When Third Party construction activity within the KM pipeline ROW or facility is started without prior approval, notify the operations supervisor immediately. Contact ROW Department or District Supervisor to determine KM's rights. Inspect the premises immediately and take necessary steps to correct or prevent unsafe conditions.
- c. If a Third Party is seen within 50 (15.2 m), or working over Kinder Morgan's pipeline system or facility, the excavation and construction activities shall immediately be stopped until Kinder Morgan pipeline system or facilities have been located. If the pipeline system or facility was approached, close enough to be hit, the pipeline system or facility must be investigated for possible damage.

- d. **Evidence of encroachment over pipe:** When physical evidence is discovered that indicates excavation occurred over the pipeline system or facility or close enough so that damage to the pipeline system or facility is possible the area must be excavated, unless the depth of the KM pipeline system or facility is confirmed to be below the depth of the foreign structure at a distance that makes highly unlikely that the KM pipeline system or facility was touched.
- e. If excavation activities are identified within Kinder Morgan's pipeline easement that are not allowed by the pipeline easement or permit agreement, the activities shall be stopped until an agreement is reached, and:
- f. The outside party shall be advised that Kinder Morgan does not allow encroachments without prior agreement, and any such encroachment must be within requirements specified by Kinder Morgan;
- g. The outside party shall also be advised that if the excavation activities are determined to have caused damage, or may have an adverse effect on the future maintenance and operation of company's pipeline systems or facilities, he can be held responsible for current and future damages, and if the need arises, the relocation of Kinder Morgan's facilities;
- h. If a mutual agreement cannot be agreed upon or excavation activities continue, the Area/Operations Manager and, Kinder Morgan's Legal Department shall be advised and, if necessary, local law enforcement authorities may be called for assistance;
- i. When land leveling or improvements involving a KM pipeline or facility are started without prior approval, notify the operations supervisor immediately. Contact the ROW staff to determine KM's rights. Inspect the premises immediately and take necessary steps to correct or prevent unsafe conditions.
- j. Canada groups also need to follow items in attachment 6.

3.8. Inspecting Construction Activity – KM Notified

A KM representative must be present during construction activity within 10 feet (3 m) of the line. If a KM representative is not onsite, absolutely no work is to be allowed without the permission of the KM representative. After having met with the excavator, a KM representative may give permission for work to be performed over the pipeline without being on site. Prior to giving permission, the KM representative must have marked the pipeline (unless exempted by [Section 3.4](#)) and assured themselves that there is no risk to the pipeline from grading operations or excavation activities, where the depth of the pipeline is known to be below plow depth.

Work is defined as digging or disturbing the soil, moving any heavy equipment over the pipeline with less than the required cover.

In the event of parallel encroachments or other circumstances where this provision will require a KM representative to be present for a long duration, and there is to be no crossing of Kinder Morgan's pipeline, the contractor's work schedule shall be provided to KM and a meeting held with KM inspector(s) weekly to review the schedule. Any deviations to the schedule will require advance KM approval.

When encroachments involve any of the following conditions, the ROW Specialist, Manager, or designee must be contacted to determine if additional precautions need to be taken to protect the Kinder Morgan pipeline. This discussion will be documented in the electronic one-call system (KMOC).

- a. Excavation less than 10 feet
- b. Foreign line crossing

- c. Exposed KM pipeline
- d. Parallel construction within 25 feet
- e. Canada groups use attachment 6 in addition to previous items.

3.8.1. Excavation Observation

A KM representative will be continuously present during excavation and backfilling activities to observe compliance with agreed upon design/specification/scope of work and to ensure the excavation and backfilling criteria are being met. Observation is mandatory when excavation activity is within 10 feet (3 m) of the pipeline, unless otherwise permitted by this procedure. If the excavation results in a foreign utility crossing of KM's pipeline, KM representative shall complete [L-OM200-36, Foreign Line Crossing Change Diagram](#). Excavation Observation of abandoned pipelines is not required.

When the construction activity affects a Company *submerged underwater* facility, conventional observation methods are not applicable in many respects. To mitigate encroachment issues, the Company may require an Encroachment / Crossing Agreement. The Company, at its discretion will utilize an OQ-qualified Company Representative to monitor the encroachment activities and communicate with the foreign facility personnel and divers to enforce the terms and conditions of the Encroachment/Crossing Agreement.

3.8.2. Excavation Monitoring

A KM representative will monitor construction activity within 25 feet (7.6 m) of KM facilities during and after the activities to verify the integrity of the pipeline and to ensure the scope and conditions agreed to have not changed, unless excavation observation is required. Monitoring means to conduct site inspections on a pre-determined frequency based on items such as: scope of work, duration of expected excavator work, type of equipment, potential impact on pipeline, complexity of work and/or number of excavators involved. Excavation Monitoring of abandoned pipelines is not required.

When the construction activity affects a Company *submerged underwater* facility, conventional monitoring methods are not applicable in many respects. To mitigate encroachment issues, the Company may require an Encroachment / Crossing Agreement. The Company, at its discretion will utilize an OQ-qualified Company Representative to monitor the encroachment activities and communicate with the foreign facility personnel and divers to enforce the terms and conditions of the Encroachment/Crossing Agreement.

3.8.3. Excavation Site Inspection Form

Canada: [L-OM200-70, Excavation Site Inspection - Canada](#)

United States: [L-OM200-71, Excavation Site Inspection Form](#)

The Kinder Morgan representative assigned to locate a pipeline or monitor excavation activities shall complete this form at all initial site meetings with the excavator prior to excavation and give a copy of the form to the third party excavator's representative on the site during the initial meeting (form not required for first and second party excavations). An L-O&M 200-71 form is not mandatory, when the KM representative is staying on site continuously observing the work from the time of the initial meeting through the entire excavation project such as when responding to an emergency one-call). The form must be re-issued for changes in activities, including, but not limited to:

- a. Changes in the scope of work that could affect the safety of the line,
- b. Changes of affected personnel on the site (excavator, foreman, etc.),
- c. Changes to the schedule/work plan, that is, digging faster or moving to another area, i.e., across the road.
- d. In Canada L-OM200-70, is required to be used in place of L-OM200-71 to comply with NEB standard to have a minimum handwritten site plan provided to each locate requestor.

This form ([L-OM200-71, Excavation Site Inspection Form](#)) or L-OM200-70, Excavation Site Inspection - Canada helps assure communications between the Kinder Morgan representative and the third party excavator regarding the planned or actual date(s) of excavation activities.

If the excavator refuses to sign, the KM representative will indicate excavator's refusal on the form.

KM representatives should be aware of the [L-OM200-29 - General Guidelines for Design and Construction near Kinder Morgan, Inc. Facilities](#) during construction near KM facilities.

3.9. Excavating Pressurized Lines and Excavating Near Other Utilities

3.9.1. KM initiated and Third Party Excavation Activities

- a. Before power excavation within 24" (610 mm) of the pipeline, or as specified by state/provincial law, whichever is more stringent, the line must be positively located with a water probe, probe rod, vacuum truck or exposed by hand. If a probe rod must be used, inspecting the coating in the excavated area is required and any damaged areas must be repaired before backfilling. DO NOT locate pressurized lines using power equipment. At elevation changes (dikes, berms, etc.), take extra care to positively locate lines prior to the use of power excavation equipment. DO NOT make assumptions as to pipeline location within a power excavation work area, based on pipeline location outside the work area.
- b. Power equipment excavation should be done parallel to the pipeline unless right-of-way congestion prevents adequately positioning excavating equipment. Digging across the line with power equipment should be avoided wherever possible.
- c. Once the pipeline is exposed, no power equipment shall dig closer than 24" (610 mm) or as specified by state/provincial law, whichever is more stringent, to any point on the circumference of the pipeline and probing shall be done during excavation. A spotter will work with the equipment operator to ensure the pipeline or coating is not damaged. Report any damage to the pipeline to the KM supervisor immediately.
- d. In Canada all excavating activities should follow the details outline in LO&M 109.
- e. Care should be used when removing rock adjacent to the pipeline. With any type of rock breaker, the force of the tool should always be directed away from the pipeline. Rock breakers can move in unexpected directions when rock is broken. Use a protective barrier (wood, rubber, etc.) placed between the tool and pipe during this operation.

3.9.2. KM Initiated Excavation Activities

3.9.2.1 KM Excavator's Responsibilities

When excavating, Kinder Morgan and General Contractors doing work for Kinder Morgan have the same obligations to comply with state/provincial one-call laws and follow the practices that we expect from third party excavators. To that end, the General Contractor or other person responsible for excavating on behalf of KM will:

- a. Make notification to the appropriate one-call center of its intent to excavate the pipeline within the required timelines specified by applicable State/Provincial One Call Law.
- b. Identify the proposed area of excavation using white pre-marking prior to notification of the one-call center. The area of excavation should include all areas of excavation, the spoil pile(s) and any area in which soil may be disturbed during the excavation activity.
- c. Maintain the ticket number from the one-call center that verifies the locate request was requested. The competent person will have the one-call ticket number at the excavation site. If multiple excavators for KM are working at the same site, each will have a separate one-call reference number.
- d. Request a meeting with the other facility locator(s) at the job site prior to the actual marking of facility locations, when practical.
- e. Coordinate work that requires temporary or permanent interruption of a facility's service with the affected facility owner/operator.
- f. Re-call the one-call center if the facility owner/operator fails to respond to the KM's request for a locate (e.g., within the time specified by state/provincial requirements) or if the facility owner/operator notifies the excavator that the underground facility cannot be marked within the time frame and a mutually agreeable date for marking cannot be arrived at.
- g. Verify that the excavation site is at the correct location noted on the one-call ticket, verify locate markings and, check for unmarked facilities by conducting an electronic and visual "sweep" of the site. Perform an "electronic sweep" of the site by moving a KM approved locator set to the "inductive" mode, in a sweeping motion. Visually check for such things as signs, markings, and trenches that might indicate underground utilities are present. Note: The contractor or person performing the sweep must be trained and qualified to electronically and visually "sweep" with electronic pipe locator. If they are not, it is the KM representative's responsibility to ensure the location is swept by someone who is qualified, prior to any mechanized excavation taking place.
- h. Use dated pictures, videos, or sketches with distance from markings to fixed objects recorded, to document the actual placement of markings.
- i. Review the location of underground facilities with underground facility personnel prior to starting work.
- j. Ensure that the designated competent person has access to the names and phone numbers of all facility owner/operator contacts and the one-call center.
- k. Take reasonable care to avoid damaging underground facilities. Plan the excavation to avoid damage and/or minimize interference with the underground facilities in or near the work area.

- l. Protect and preserve the staking, marking, or other designations for underground facilities until no longer required for proper and safe excavation. If any facility mark is removed or no longer visible, or if the excavation area or spoil pile(s) are expanded outside of the original markings, excavation is to be stopped and the facility owner or one call center is to be notified to request a re-mark
- m. Require an observer to assist the equipment operator when operating excavation equipment around known underground facilities
- n. Prohibit mechanical excavation within the tolerance zone of an underground facility unless otherwise allowed by this procedure. The tolerance zone is comprised of the width of the facility plus 24" (610 mm) on either side of the outside edge of the underground facility on a horizontal plane. This practice is not intended to preempt any existing state/provincial requirements that currently specify more than 24" (610mm).
- o. Take reasonable care when excavating within the specified tolerance zone to protect any underground facility in or near the excavation area. Methods to consider, based on certain climate or geographical conditions, include: hand digging when practical (pot holing), soft digging, vacuum excavation methods, pneumatic hand tools, other mechanical methods with the approval of the facility owner/operator, or other technical methods that may be developed.
- p. Contact the facility owner, either directly or through the one-call system if an underground facility is not found where one has been marked or if an unmarked underground facility is found. Following this notification, work can be continued, unless specified otherwise in state/provincial law, if it can be performed without damaging the facility.
- q. Support and protect exposed underground facilities from damage
- r. Call the one-call center to refresh the ticket when excavation continues past the life of the ticket as, defined by state/provincial law)
- s. Notify the owner/operator of if the underground facility is damaged or is discovered. Notification can be made either directly or via the one-call center (unless otherwise specified by the state/ provincial law. All breaks, leaks, nicks, dents, gouges, groves, or other damages to facility lines, conduits, coatings or cathodic protection will be reported.
- t. Notify 911 and facility owner/operator immediately if the damage results in the escape of any flammable, toxic, or corrosive gas or liquid or endangers life, health. Reasonable measures will be taken to protect those in immediate danger, (employees, contractors, public), property, and the environment until the facility owner/operator or emergency responders have arrived and completed their assessment.
- u. Make notification to the one-call center and impacted facility owner/operator as soon as reasonably possible, in the case of an emergency excavation of a KM pipeline, maintenance or repair. This includes situations that involve danger to life, health or property
- v. Protect all facilities from damage when backfilling an excavation. Recognize that backfilling may disturb the original grade of the soil and therefore be considered excavating and should be included in the white lined area. Trash, debris, or other material that could damage existing facilities or interfere with the accuracy of future locates are not to be buried in the excavation.

- w. Adhere to all best practices stated in this section for trench less excavations, as applicable
- x. Adhere to all applicable federal and state/province safety regulations, which include training as it relates to the protection of underground facilities.
- y. Ensure that pipe is evaluated for the potential of stress corrosion cracking (SCC) in accordance with LO&M Procedure 268 by reviewing the existing conditions with the SCC criteria (see Pipeline Integrity Management Program, Section 10030 and [L-O&M Procedure 917, Stress Corrosion Cracking](#)).
Note: Section 3.4 of LO&M 268 provides conditions where it is not necessary to inspect for SCC.
- z. KM personnel or contractors that are responsible for submitting and requesting a One Call ticket should refer to Attachment 3 of this procedure, "Guidelines for preparing, submitting, and reissuing One Call Tickets per procedure 204" for additional guidance.
- aa. Canada groups use attachment 6 in addition to previous items.

3.9.2.2 KM Representative Responsibilities

The KM Representative on site assigned to inspect the excavated related work, shall ensure that the KM excavator adheres to requirements of this section and any specifications applicable to the work being performed.

3.10. Horizontal Distance

When new facility construction parallels the Company's, horizontal clearances shall be as defined in Table 1 or shall be the extent of the ROW whichever is less. Establish any horizontal clearance less than that specified in the table by agreement between the Company and the underground facility's owner. Discuss horizontal clearances requested within fee owned property with ROW (See Table 1 below).

3.11. Vertical Facility Clearance

Follow recommended minimum vertical clearances as shown in Table 2 when repairing, installing or constructing pipelines or cables across a pipeline system or facility. Maintain underground utility depth to obtain these clearances across the entire easement. The Company must approve any deviation from vertical clearance requirements. (See Table 2 below).

3.12. Engineering Assessment

When an encroachment is identified with potential impact within the pipeline right of way or buffer zone, an assessment and determination of acceptable construction guidelines shall be required.

When other than routine utility crossings are to occur or when the KM representative has questions regarding the scope or design of project that has potential impact on the pipeline or easement, the Company representatives will notify or have the encroaching party notify the engineering staff, which can include ROW Department, or appropriate corrosion supervisor, to review information and respond to the third party. The Engineering staff will need the following information:

- a. The exact location, scope, description and schedule of the proposed third party activity

- b. The exact location and description of the company facility(s)
- c. Identify of the encroaching entity and record contact information.
- d. The local KM Operations contact.
- e. The pipeline(s) or other company facilities that are impacted. Record location and rechain station from inventory sheet or GIS database.
- f. Gather critical pipeline data such as pipe specifications, MOP, depth and coating type. Depending on the coating type, it may be necessary to take a coating sample and test for asbestos. See [L-O&M Procedure 1211, Asbestos](#).
- g. ROW information. Contact designated Land Department representative for this information if not readily available.
 - i. Fee property or easement, (i.e. year established) (contact ROW Department)
 - ii. ROW width, (i.e. special conditions) (contact ROW Department)
 - iii. The scope of third party project and scope of KMI mitigation work.
 - iv. The scope of KM mitigation work
 - v. Review Corrosion records prior to approval of a parking lot to determine if any recoating or other maintenance work is needed
 - vi. The project schedule

3.13. Heavy Equipment/Vehicle Crossings, Roadways and Parking Lots

Roads, construction equipment crossings and parking lots over steel pipelines shall be evaluated using the Company's stress calculation program, "[L-OM200-56 - PLStress](#)" or other suitable method for calculating stress for uncased pipelines by Engineering to determine the total stress on the pipeline. If the total stress exceeds recommended limits, a permanent protective structure should be considered. For pipelines constructed of material other than steel, contact Engineering.

The following information will be required for the stress analysis. This information should then be provided to engineering and used as inputs into the stress calculation for heavy loads crossing uncased pipelines:

- a. Loaded vehicle axle load (single, tandem) (1) Heaviest construction equipment evaluated at the bottom of the sub-base (2) Street legal vehicles such as concrete truck, trash truck, commercial vehicles evaluated at the top of the finished structure
- b. Equipment make and model
- c. Caterpillar equivalent make and model (if available)
- d. Depth of cover over pipeline
- e. Soil Characteristics
- f. Roadway or parking lot material (asphalt, concrete, dirt, gravel, etc).

3.14. Directional Drilling

A KM representative must follow the procedures outlined in this section when a third party, contractor, etc. will perform directional drilling operations parallel to and/or within the minimum specified clearance of KM's pipeline facilities.

The KM representative shall ask a contractor to stop drilling if the operation is deemed unsafe or there is a concern that damage to the pipeline facilities may occur. A contractor is responsible for any damage to the pipeline facilities incurred because of the drilling.

Before starting a job, the contractor will:

- a. Notify One-Call for a utility locate request
- b. Contact KM and advise of the proposed drilling route, expected clearance between the drilling tool and pipeline facilities and construction schedule
- c. Demonstrate that the boring tool can be accurately positioned
- d. The KM representative will periodically measure clearance when practical between the boring tool and pipeline facilities and if necessary, require a viewing window (pot hole) to help determine that the tool will miss the pipeline. A third party's facility must maintain the vertical and horizontal clearances.

Upon completion of the directional drill, the KM representative will:

- e. Conduct a leakage survey along the length of the directional drilled path
- f. Conduct another leakage survey within 30 to 60 days from the previous leakage survey to verify pipeline integrity. Refer to [L-O&M Procedure 215, Patrolling and Leak Detection](#), for leakage survey documentation.

Field personnel will complete applicable L-OM Buried Facility Reports and develop as-built KM drawings (except for block cards) and send to regional engineering department. Drawings should indicate the third party's name, location of its utility line and the measured horizontal and vertical separation between the third party's and KM's facilities.

3.15. Land Leveling or Improvement – KM Notified

When advance notice of proposed land leveling or improvement is received, field personnel will notify the ROW Department. Submit requests to reduce pipeline cover or construction over the pipeline to Engineering for review.

- a. Upon notification, determine to what extent the KM pipeline may be affected.
- b. Evaluate alternatives for sloping the land or making improvements to avoid relocating Company pipeline or removing soil over a buried line. If possible, the landowner should achieve desired results without jeopardizing or disturbing the KM pipeline.
- c. Conduct a cover survey, profile and mark the pipeline's location.

If the leveling or improvement cannot be accomplished without relocating or modifying KM pipeline, gather pertinent facts, including:

- d. The exact location and description of the proposed leveling or improvement
- e. A description of the required modification to KM pipeline facilities
- f. Possible alternatives to avoid disturbing KM pipeline
- g. Engineering will review the information and determine required modifications.

- h. Engineering will provide modification details and costs and will advise what agreements are necessary between KM and landowner. ROW will then contact the landowners and notify them of the portion of the cost for which they are responsible before beginning the project.

3.16. Blasting Activity

If blasting is to occur within 300 feet (91.4m) of a pipeline, provide the prospective blaster, owner or developer with the KMP blasting guidelines and cover letter. (Attachment 1 & 2)

Under most circumstances, blasting is not allowed on the right-of-way, or within 15 feet (4.6 m) of a pipeline. If blasting is required within these distances, consult the Engineering Department. Blasting is not allowed within 10 feet (3 m) of a pipeline.

A representative from Field Operations should be present prior to, during, and after blasting operations.

Upon completion of the blasting, the KM representative will conduct a leakage survey along the length of the pipeline affected by the blasting activity. Refer to [L-O&M Procedure 215, Patrolling and Leak Detection](#), for leakage survey documentation.

3.17. Building Near Pipelines

It is recommended that buildings be a minimum of 25 feet (7.6 m) or greater (if required by local ordinances) from any gathering or transmission pipeline or off the pipeline easement, whichever distance is greater. Contact ROW staff to determine KM's rights.

3.18. Waiver Request

Waivers or variances are available for long construction spreads or other circumstances where the provisions of this procedure are not practical. Requests for waivers or variances must be submitted in accordance with [L-O&M Procedure 001 Standards Modification](#).

4. Training

Regional management will ensure that individuals involved in tasks required in this procedure are trained in operating locating instruments, appropriate documentation and all other provisions of this procedure.

Persons performing locating functions must meet the requirements of the KM Operator Qualification program.

Personnel should review this information as necessary before performing the procedure.

In order to ensure that responses made by an employee or contract representative to an excavation notification is handled correctly and that line locating procedures are properly followed, the local manager, or his designee, shall periodically, but at least once each calendar year, accompany the KM Representatives assigned ROW duties (e.g., line riders/ROW technicians) to assess work demands, quality of line marking, and coordination of excavations along the ROW. Records to substantiate these reviews will be maintained by the local manager.

5. Documentation

KMOC is considered the repository of record for one-call related documentation. All documentation associated with one calls (notes, forms, photographs) is to be stored in KMOC. When form distribution indicates that the form should be maintained in local records, a copy should also be stored in KMOC.

5.1. KM Report Forms

- 5.1.1. Report all foreign crossings, foreign structure retirements and inspection activities on [L-OM200-36, Foreign Line Crossing Change Diagram](#) or the state's One-Call form. Report any pipeline damage or any near-miss from third party activities into the risk event management database system.
- 5.1.2. Report all other inspections of coating and external or internal condition of pipe as applicable on [L-OM200-02, Pipeline Inspection/Repair Report](#); for potholing use [L-OM200-04 Pipeline Inspection Pothole Report](#).
- 5.1.3. Report any pipeline damage or any near miss from excavated related activities into [IMPACT](#) as soon as possible.
- 5.1.4. Use [L-OM200-35, Encroachment Report](#) to document on-site communications with contractors or other third parties. When encroachment on the ROW is observed without KM's prior knowledge, i.e. no One Call request.
- 5.1.5. Document initial meet with Excavators and/or any exceptions to the routine procedures on
Canada: [L-OM200-70 Excavation Site Inspection - Canada](#)
United States: [L-OM200-71 Excavation Site Inspection Form](#)

5.2. Response to Third Party Inquires

- a. A response letter should be written to the third party outlining what impact the encroachment has to our pipeline(s), request additional information, if needed, identify any special requirements and relay our expectations for reimbursement (if adjustment is required).
- b. The company's [L-OM200-29, General Guidelines for Design and Construction near Kinder Morgan, Inc. Facilities](#) should be included, in their entirety, in the response letter.
- c. All correspondence should be sent to the appropriate Operations and ROW Department/ROW representative for review/comment prior to sending to the encroaching entity. Consideration should be given as to whether any response should be recorded as a legal document along with the existing easement.

5.3. Photographs

Photographs shall be taken in sufficient detail to demonstrate the adequacy of marking within the area of proposed excavation.

Photographs shall be readily associated with the One Call ticket by the use of white boards/cards and file name nomenclature. White boards/cards at a minimum, should include,

- a. One Call Ticket Number
- b. Location (Lat/Lon or address)
- c. Compass Bearing,
- d. Time and Date of the Photograph
- e. Name of Photographer

Photographs shall be stored in KMOC unless technical difficulties such as bandwidth or download speed creates a problem. The Manager must approve of not storing the photographs in KMOC

When technical difficulties prevent the storing of the photographs in KMOC, the photographs shall be attached to a hard copy of the completed One-Call ticket and maintained in local files where they will be readily identifiable to the location,

Photographs shall be retained in accordance with applicable state/provincial laws for One-Call documentation.

5.4. All Documentation

In the event of litigation, unresolved situations, or as instructed by management, affirmative steps must be taken to preserve all records (whether in electronic or written form) until such time as otherwise directed by a representative of KM's legal department.

For additional Canadian Documentation Requirements, see [Attachment 6](#).

6. References

- 49 CFR 195.442
- API RP 1166, Excavation Monitoring and Observation
- Common Ground Alliance Best Practices
- CSA Z662-15 4.9, 4.11, 4.11.7, 4.12.3.3(a)(e), 10.3.11.1, 10.3.11.2, 10.3.11.3, 10.4.1, 10.5.5.1, 10.5.5.2, 12.6.13.1, 12.6.13.2, 16.3.1, 16.3.2, 16.5.1,
- NEB OPR Design of the pipeline - 10.1, Materials - 14, Construction - 18.1, Operation & Maintenance - 46
- NEB Damage and Prevention Regulations – Authorization
- NEB Damage and Prevention Regulations - Obligations
- [IMPACT](#)
- [L-O&M Procedure 120, Personal Protective Equipment](#)
- [L-O&M Procedure 205, Pipeline Markers and Cover](#)
- [L-O&M Procedure 206, Land and Right-of-Way](#)
- [L-O&M Procedure 214, Reporting Pipeline Safety Related Conditions](#)
- [L-O&M Procedure 215, Patrolling and Leak Detection](#)
- [L-O&M Procedure 232, Damage Prevention and Public Education](#)
- [L O&M Procedure 283 - Canada Depth of Cover Surveillance in Agricultural Areas](#)
- [L-O&M Procedure 903, External Corrosion Control for Buried and Submerged Pipelines](#)
- [L-O&M Procedure 917, Stress Corrosion Cracking](#)

Highlighting indicates revisions made as of the date on this procedure.

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- [L-O&M Procedure 1211, Asbestos](#)
- [L-OM200-02, Pipeline Inspection/Repair Report](#)
- [L-OM200-04 Pipeline Inspection Pothole Report](#)
- [L-OM200-29, General Guidelines for Design and Construction near Kinder Morgan, Inc. Facilities](#)
- [L-OM200-35, Encroachment Report](#)
- [L-OM200-36, Foreign Line Crossing Change Diagram](#)
- [L-OM200-56, PL Stress](#)
- [L-OM200-70 Excavation Site Inspection - Canada](#)
- [L-OM200-71, Excavation Site Inspection Form](#)
- [L-OM200-73, Line Locator Check Report](#)
- [Kinder Morgan Proximity and Crossing Permit, Design and Construction Guidelines \(Canada only\)](#)
- [Kinder Morgan Pipeline/Right-of-Way Proximity Installation Permit Application \(Canada only\)](#)

Table 1 - Horizontal Distance from Company Facilities

Third Party Facility	Horizontal Distance from Company Facilities
Buried pipelines	At least 10 feet (3 m)
Buried telephone cable	At least 10 feet (3 m)
Overhead telephone cable	At least 25 feet (7.6 m)
Buried electric cables 440 VAC or less	At least 10 feet (3 m)
Buried electric cables 440 VAC to 37.5 KVAC	At least 25 feet (7.6 m)
Overhead electric lines 37.5 KVAC or less	At least 25 feet (7.6 m)
* Electrical utility ground rods 37.5 KVAC or less	At least 25 feet (7.6 m)
Buried or overhead electric lines or electrical utility ground rods(*) – facilities over 37.5 KV or Horizontal Distance from Company Facilities less than distance shown above	Only by agreement between the utility and the Company's Engineering or Cathodic Protection departments

* Electrical ground faults and downed power lines have the potential to damage pipelines when the current passes through soil. There may be no visible damage at the surface. Electrical ground faults and downed power lines within the general area of the pipeline, whether or not within the pipeline right-of-way, shall be investigated to confirm the pipeline was not damaged.

Table 2 - Vertical Clearance from Company Facility

Third Party Facility	Vertical Clearance from Company Facility
New construction	When installing underground utilities, the last line should be placed beneath all existing lines unless it is impossible or unreasonable to do so.
Buried steel pipelines	At least a 12-inch (305 mm) vertical earth separation from a Company pipeline less than 12-inches (305 mm) in diameter At least a 24-inch (610 mm) vertical earth separation from a Company pipeline 12-inches (305 mm) or greater in diameter
Buried non-steel pipelines	At least a 12-inch (305 mm) vertical earth separation from a Company pipeline less than 12-inches (305 mm) in diameter At least a 24-inch (610 mm) vertical earth separation from a Company pipeline 12-inches (305 mm) or greater in diameter. Install flagging tape above the Company pipeline, approximately 3 feet (0.9 m) on each side and directly over the cable or utility line for a distance of at least 15 feet (4.6 m).At
Buried telephone and electric cables – 440 VAC or less	At least a 12-inch (305 mm) vertical earth separation from a Company pipeline less than 12-inches (305 mm) in diameter. At least a 24-inch (610 mm) vertical earth separation from a Company pipeline 12-inches (305 mm) or greater in diameter. The cable must have a nonconductive outer sheath extending at least ten feet (3 m) each direction from the Company pipeline. Install flagging tape above the Company pipeline, approximately 3 feet (0.9 m) on each side and directly over the cable or utility line for a distance of at least 15 feet (4.6 m)
Fiber optic cables	Efforts should be made to install all fiber optic cable crossings at least 3 feet (0.9 m) below Company pipelines. Installing a concrete barrier is recommended but may not be practical when the cable is a direct bore. In that case, the clearance and markings become more critical.
Buried electric cables 440 VAC to 37.5 KVAC	At least a 12-inch (305 mm) vertical earth separation from a Company pipeline less than 12-inches (305 mm) in diameter. At least a 24-inch (610 mm) vertical earth separation from a Company pipeline 12-inches (305 mm) or greater in diameter. The cable shall have a nonconductive outer sheath extending at least 10 feet (3 m) each direction from the Company pipeline. Install flagging tape above the Company pipeline, approximately 3 feet (0.9 m) on each side and directly over the cable or utility line for a distance of at least 15 feet (4.6 m).
Facilities over 37.5 KV	Vertical separation of an electric cable or line operating at more than 37.5 Kilovolts A.C. or D.C. will be established by agreement between the utility involved and the Company Regional Technical Manager or designee Department.

Attachment 1 – Legal Entity's Blasting Guidelines

Safety

Safety is the first and foremost concern when dealing with blasting activities near a high pressure liquid products pipeline. (Legal Entity's) pipelines transport gasoline, kerosene, and fuel oil, which are all highly flammable substances. Damage to a liquid products pipeline could jeopardize the health and safety of the Public and could severely impact the environment.

Pre-Requisites for Blasting within 300 Feet (91.4m) of (Legal Entity's) Pipelines

1. The Contractor shall provide adequate notification and coordination to allow (Legal Entity) to schedule personnel to be present during the blasting operation, and if necessary, to schedule a shutdown and isolation of appropriate pipeline(s) while the blasting is being performed.
2. The Contractor shall provide contact information and pertinent blasting design information such as distance from blast to the nearest pipeline and the "weight per delay" that will be used.
3. The Contractor shall obtain all required permits and shall conduct all activities in conformance with all federal, state, and local statutes, ordinances and requirements. The person doing the blasting must be a licensed blaster in the state in which the blasting is being conducted.
4. The Contractor shall coordinate with all other pipelines, utilities, property owners, and others who may be impacted by the blasting operations.
5. Under most circumstances no blasting is allowed on (Legal Entity's) right-of-way. (Legal Entity's) Engineering Department would need to be involved in such situations.

Blast Design and Materials

1. Blasting Information

Prior to any drilling, loading of holes, or blasting, the Contractor shall submit blasting information for (Legal Entity's) records. Typical information to be presented includes, but is not limited to, the following:

- a. Configuration of explosive charges (point, line or grid)
- b. Number of charges, spacing between charges, types of charges and weights
- c. Distance between pipeline and nearest charge for each pipeline
- d. Angle between pipeline and explosive line or grid (if grid, number of rows and charges per row)
- e. Pipe description of each pipeline
- f. Alternatives to blasting that were considered
- g. Seismographs - Quantity and planned location of seismographs.
- h. Contact information - names and phone numbers for the Project Owner, the Blasting Contractor, the Blasting Contractor's insurance company, and the Blaster. Also the Blaster's license number.

2. Explosive Charge Weight per Delay

Explosive charge weights for blasting near (Legal Entity's) pipelines are to be designed to produce a peak particle velocity (PPV) no greater than 1.0 inch (25mm) per second.

An initial test blast is required for each new set of conditions/weights to provide reasonable evidence that the seismic readings of the proposed blasting will be 1.0 (25mm) or less. This typically consists of a blast of one or a few representative charges with two or three seismic monitors at varying distances to record the PPV's and vibration frequencies. Values are noted, plotted on log-log paper, and analyzed for linear relationship between scaled distance and PPV.

Higher charge weights will be permitted on subsequent blasts if readings from the initial test blast provide support for this, and subsequent blasts are maintained at or below 1.0 inch (25mm) per second.

3. Standoff Distance

Standoff distances of at least 100 feet (30.5m) are required for line or grid configurations containing a total charge weight greater than 100 pounds (45.4 kg).

4. Initiation Systems

(Legal Entity) requires the use of non-electric initiation systems. Electric initiators are not allowed. A minimum of 25 millisecond delay must be used, to ensure a pause between each detonation. (Non-electric initiators cannot be used as an initiation system in situations involving underground coalmines or other gassy mines.)

5. Seismographs

A seismograph must always be used for any blasts on and around (Legal Entity's) right-of-ways. It should be set up directly above the closest pipeline to the blast site. The geophone should be inserted into the ground, and a sandbag should be placed on top of the geophone to keep it from being vibrated by the impact of the blast, thus preventing a true reading. The seismograph gives a reading of the peak particle velocity of the blast in the longitudinal, transverse, and vertical directions. Use the maximum peak particle velocity of these three components as the reading.

Liability and Limitations

The Contractor must take all precautions necessary to prevent injury and damage to property. (Legal Entity) is relying solely on the Contractor's design and Blasting Plan to insure the protection of the public and environment, and the integrity of the pipeline(s).

If seismographic readings indicate the need for inspection (seismic reading above 3.0), or if the pipelines are damaged in any way due to the blasting activities, the cost of any required excavation and inspection, repairs to the pipeline, cleanup of product spills, and injury to persons or damage to property caused by the blasting operations will be the sole responsibility of the Contractor.

The Contractor is responsible for any damage or injury incurred and for the overall safety and performance of the blasting activities.

Inspection by (Legal Entity)

The (Legal Entity) field representative shall be permitted free access to the work area to verify blast design information - weight per delay, distance to pipeline, etc.

(Legal Entity's) field representative must be present prior to, during, and after the blast. He must notify the pipeline Controller of the line(s) involved, the location, and the scheduled time for the blast; verify the readings on the seismograph, determine if any damage was done to the pipeline(s) during the blast, and re-notify the Controller after the blast is complete.

Any seismograph reading above 1.0 inch (25mm) PPV will require the revision of the Contractor's Blasting Plan, with reduced delay weights and confirmation via an initial test blast to verify that seismic readings are in a safe range.

Any reading above 3.0 inch (76.2m) PPV will require the job to be shut down immediately and an excavation and inspection made to insure that no damage has been done to the pipelines. Depending on the situation (loose rock around the pipeline, pipeline sitting on rock), (Legal Entity) may require that the excavated line be padded and backfilled and compacted with clean, rock-free material.

Blasting Operations

The Contractor is to take precautions to block entry to the blasting area, ensure no personnel are within the blasting area, and provide suitable signals to warn of the blast, and an all clear signal when blasting is completed.

The Contractor shall blanket all shots sufficiently to keep any rock from being blasted from the blast area in order to prevent any damage or injury from flying debris. If, during blasting operations, loosened rock is scattered over the right-of-way or adjacent property, Contractor shall clean up and haul from the premises or bury such rock to the satisfaction of Company Representative, and the landowner and his tenants.

The Contractor shall use extra precautions in blasting near drain lines, telephone, telegraph or electrical conduits, water lines, water wells, springs, and pipelines.

Seamy conditions and the presence of water are geological conditions favorable for the sympathetic propagation (unintended detonation) of adjacent charges. Blasting methods and materials are to be of the type that eliminates or greatly reduces the possibility of sympathetic detonation. Straight dynamite (high nitroglycerin content) is not permitted.

Where stratified or laminated rock is encountered, the load factor shall be reduced to conform to the hazard.

Ditch Line Crossings of the Pipeline -

- a. Blast only to open face at each initiation point, advance blasts in stages to the pipeline, with shorter stages as the blast nears the pipeline, and come no closer than 15 feet to the nearest edge of the pipeline.

Blasting Parallel to the Pipeline -

- b. Parallel blast no closer than 15 feet (4.6 m) from nearest edge of the pipeline.
- c. Blast only to open face at each initiation point, and pull shots to provide an open face as shot progresses down the line.
- d. Advance blasts in stages along the pipeline.

Blasting within 10 (3m) to 15 Feet (4.6 m) of the Pipeline -

Except in special situations, no blasting is allowed within 10 (3m) to 15 feet (4.6 m) of the pipeline. When it is allowed, the Contractor must exercise extra precaution to further assure that there is minimal risk of damage to the pipeline(s). This includes, but is not limited to, the following:

- e. The Contractor will be required to shoot to an open face.
- f. Detonate no more than one row at a time.

Blasting Between Pipelines –

Except in special situations, no blasting is allowed between Company pipelines. If allowed, it can only be done if the blast is made to an existing open face and meets the distance limitations and requirements given above. A seismograph shall be set directly above both pipelines on either side of the blast area.

NO BLASTING IS ALLOWED WITHIN 10 FEET OF ANY (LEGAL ENTITY'S) PIPELINE.

Attachment 2 – Example Letter To Accompany Blasting Guidelines

Date

RE: Blasting near (Legal Entity's) Pipelines

Dear Owner, Developer, and Prospective Blaster:

We appreciate your timely notice of proposed blasting activity near (Legal Entity's) pipelines and your coordination of these activities.

Enclosed is a copy of (Legal Entity's) Blasting Guidelines for blasting within 300 feet (91.4m) of (Legal Entity's) pipelines. We feel that these are reasonable precautionary measures for the protection of the health and safety of the Public, the environment, and our pipelines. Safety is our first concern. In blasting near our pipelines, we require the following:

- A Blasting Plan and Pre-job blasting information for our records with details such as proposed explosive weight per delay, standoff distance, configuration (point, line, or grid), contact information, etc.
- A maximum limit of 1.0 inch (25.4mm) per second PPV.
- A test shot to provide reasonable evidence that the seismic readings of the proposed blasting will be 1.0 (25.4mm) or less.
- Standoff distance of at least 100 feet (30.4m) for line or grid configurations containing a total charge weight greater than 100 pounds (45.4 kg).
- Non-electric initiation systems.
- A minimum 25 milliseconds delay between shots.
- Seismograph monitoring of the pipelines.
- Adequate notification so a (Legal Entity) representative can be on site for each and every blast.
- A copy of all seismograph readings associated with each and every blast.

It is the Blaster's responsibility to meet the 1.0 inch (25.4mm) per second PPV criteria. The Blaster must take all precautions necessary to prevent injury and damage to property. (Legal Entity) is relying solely on the Blaster and his Blasting Plan to insure the protection of the public, the environment, and the integrity of the pipeline(s).

Any reading above 3.0 inch (76.2mm) PPV will require the job to be shut down immediately and an excavation and inspection made to insure that no damage has been done to the pipelines.

If seismographic readings indicate the need for inspection, or if the pipelines are damaged in any way due to the blasting activities, the cost of any required excavation and inspection, repairs to the pipeline, cleanup of product spills, and injury to persons or damage to property caused by the blasting operations will be the sole responsibility of the Blaster and the Owner/Developer.

(Legal Entity) personnel are available to mark the pipeline at several locations along the route so that accurate standoff distances can be measured and for coordination of the daily blasting activities.

We thank you for your efforts in coordinating this project with us and we look forward to working with you.

Legal Entity

Enclosures:
(Legal Entity's) Blasting Guidelines

Attachment 3 – Guidelines for Preparing, Submitting and Reissuing One Call Tickets per L-O&M 204**Table of Contents**

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1. Applicability

- ☒ CO2
- ☒ Crude
- ☒ Highly Volatile Liquids (HVLs) / High Vapor Pressure (HVPs)
- ☒ Refined Products /Natural Gasoline

2. Scope

The following guidelines are to be used by Kinder Morgan (KM) Pipeline personnel, representatives, or KM contractors when initiating a Locate Request to a One Call Center to ensure that the location of the proposed excavation site is properly communicated. This document is not intended to be a catch all document so if field scenario's warrant a different approach please confirm with the applicable KM ROW Specialist or Manager to obtain concurrence that a different approach/process is required. This guideline is to be used as a supplement to Procedure 204 (O&M 204, L-O&M 204, T-O&M 204, and C-O&M 204).

3. Guideline**3.1. Preplanning:**

- 3.1.1. Pre plan your dig site "location description" which you will provide to the One Call Center.
 - 3.1.1.1. Maintain a personal log of what you will be communicating to the One Call Center for each dig site location such as:
 - 3.1.1.1.1. Dig site location description.
 - 3.1.1.1.2. Date and time of call to One Call Center.
 - 3.1.1.1.3. Date and time of when you will be allowed to start digging.
 - 3.1.1.1.4. Date when ticket expires or re-stake update due date.

3.1.1.1.5. Description of work.

3.1.1.1.6. Who will be the applicable contact person for this dig site and obtain contact information, including phone number, email and fax number (make sure the contact person submitted is someone who is familiar with the project).

3.1.2. Prior to calling the One Call Center, the area of proposed excavation must be Pre-marked (white lined or staked). Make sure that the white line markings are adequate for your surroundings. If white lining cannot be accomplished because of surroundings then request a meet and mark meeting with all applicable utilities.

3.2. Calls to the One Call Centers

3.2.1. Do not submit One Call tickets for work that will not be started before the ticket expiration date.

3.2.2. Provide an accurate and detailed location description for the proposed dig site. The location description should include:

3.2.2.1. Accurate Street name, closest intersection information or physical structure address including zip code and accurate distances from these locations to the proposed dig site. If a street or highway has more than one name, provide all possible names to the One Call Operator.

3.2.2.2. Other reference descriptors that may be used or requested are highway, railroad, or pipeline mile posts/markers, township, -range-section, city, county information.

3.2.2.3. Provide compass directions to indicate route, not right and left. Use east, west, north, south, southeast, southwest, northeast, and northwest directions to dig site. Example: From intersection of US 24 and Plank Rd go east on US 24 for 400' then head northeast 1000' to white flag.

3.2.2.4. Provide latitude and longitude information for the dig site in a Decimal Degree format with the datum set to WGS84 (see section 3.3.1.C, below for GPS format). If One Call system does not specifically request this information provide it as part of the location description.

3.2.2.5. Do not to use geographic landmarks as a primary guiding direction; the One Call Operator or Underground Facility Locator may not be able to see such points on their maps/drawings. Use of geographic landmarks should be limited to application in rural areas where addresses and road information may be limited.

- 3.2.2.6. If the location description includes the phrase "follow the Kinder Morgan (KM) Right of Way (ROW)" to arrive at a remote dig site, communicate the exact path they should take. This should include accurate footages, Points of Intersection (PI), and compass directions. Mark the ROW all the way to the dig site so that the Underground Facility Locator will find the desired location. This is very important, especially when our ROW is not clearly delineated and/or physically visible such as in a field that is utilized to grow agriculture or pasture land.
- 3.2.3. At the end of the One Call data collection process the One Call Operator will read back to you what they documented as the dig site location description that you provided. Pay close attention to what is read back to confirm accuracy of communication (i.e. What you thought you said is what the Operator thought they heard) and request that inaccuracies be revised.
- 3.2.4. If, the Kinder Morgan (KM) or the name of the specific KM asset you are working on is not identified by the One Call Operator as an identified member company, then something is wrong. Request that the One Call Operator verify they are locating the dig site correctly. If KM is not listed, we may have an issue with location as entered/described or the KM grid is not laid out correctly.
- 3.2.4.1. If the One Call Operator confirms a second time that the location is correct based on the description provided but the KM name still does not come up as a identified member, then do the following.
- 3.2.4.2. Double Check the information you provided.
- 3.2.4.3. Request for a One Call center supervisor clarify why KM is not listed.
- 3.2.4.4. Do not approve for the One-Call Operator to manually enter KM in the system.
- 3.2.4.5. Contact the local KM Right of Way Defender or Area Manager to have them follow-up on this matter prior to initiating any digging at this dig site.
- 3.2.4.5.1. The KM ROW Defender will review the issued One Call Ticket for accuracy, which would include verifying that the One Call Operator located the correct grid for this specific dig site. If need be they will consult with the applicable business unit mapping department that establishes the One Call Center centerline maps to determine if centerline maps have been submitted or of if the buffer grid zones are correct for this specific asset.
- 3.2.4.5.2. Corrections to the One Call Center will be performed by KM GIS Mapping Department.

3.3. Prior to Digging

- 3.3.1. Review all the data on the issued One Call Ticket for accuracy. Verify that all the information of the One Call Ticker is correct. Such as:
- 3.3.1.1. The contact information.

Highlighting indicates revisions made as of the date on this procedure.

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3.3.1.2. Verify that the location description is accurate based on your personal log. If inaccuracies are noted then contact the One Call Center and have them correct the inaccuracies and reissue the One Call Ticket.

3.3.1.2.1. If the location description is complicated, consider having someone follow the instructions to verify that they are clear and understandable.

3.3.1.3. Verify the Latitude-Longitude Decimal Degrees format that you provided is what is documented on the One Call Ticket and that one of the other formats listed as examples below was not used in lieu of KM Products Pipelines' default Latitude-Longitude format of "Decimal Degrees". At minimum Latitude-Longitude information should be communicated to at least six decimals for sub-meter GPS units and five decimal places for non-sub-meter GPS units.

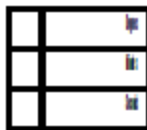
3.3.1.4. Examples:

3.3.1.5. Decimal Degrees (DDD.DDDDDD°)

3.3.1.6. Degrees, Minutes, Seconds (DDD°, MM', SS.S")

3.3.1.7. Degrees, and Decimal Minutes (DDD°, MM.MMM')

Symbols for degrees, minutes and seconds:



To convert between degrees-minutes-seconds and decimal degrees, the following website is available: <http://transition.fcc.gov/mb/audio/bickel/DDDMMSS-decimal.html>.

3.3.2. Clearing Utilities at the Dig Site.

3.3.2.1. Confirm that all underground facilities that can be visually identified by physical evidence, i.e. line markers, signs, physical assets, etc., at the dig site are identified by name on the One Call Ticket.

3.3.2.2. Confirm that facility owners listed on the One Call Ticket have marked their facilities or if you have not received a positive response that there is no conflict with their facilities. Document the response for each company to include company name, contact person, and phone number for each facility owner.

- 3.3.2.2.1. If all facility owners have not responded, follow the State / Provincial one call requirements for addressing the situation. Do not begin excavation until all parties have responded.
- 3.3.2.2.2. If you are in a State / Provincial that does not require positive feedback and some of the listed underground facilities have not marked the dig site follow your State / Provincial One Call Law requirements for this type of situation.
- 3.3.2.2.3. If the State / Provincial One Call requires no additional action from you then contact the unmarked utilities yourself to confirm that they have no utilities at your specific site or that they have cleared it as a no impact site.
 - 3.3.2.2.3.1. If the utilities phone number is not available on the One Call Ticket, call the State / Provincial One Call Center and request a phone number for that utility.

3.4. Reissuing One Call Tickets When Job is Not Completed Within Ticket Life Span.

- 3.4.1. Do not systematically reissue all one call tickets for the project rather only submit a One Call ticket for the work that has not been completed.
 - 3.4.1.1. A One Call ticket should be updated before the current ticket expires. Follow applicable State/Provincial One Call Law time frames.
 - 3.4.1.2. When updating One Call ticket make sure that the Contact Name are still correct for the current job. Note the previous contact person may have moved on to a different job location and was replaced by another KM representative.

Attachment 4 – One Call Center Phone Numbers

National	One Call Number	811
United States	One-Call Center	Telephone Number
Alabama	Alabama 811	800-292-8525
Arizona	Arizona 811	800-782-5348
California	USA North 811/Dig Alert	800-227-2600
Colorado	Colorado 811	800-922-1987
Florida	Sunshine 811	800-432-4770
Georgia	Georgia 811	800-282-7411
Illinois	JULIE	800 892 0123
- Chicago	Chicago Digger	312-744-7000
Indiana	Indiana 811	800-382-5544
Iowa	Iowa One Call	800-292-8989
Louisiana	Louisiana One Call System, Inc.	800-272-3020
Maryland	Miss Utility	800-257-7777
Michigan	Miss Dig	800-482-7171
Minnesota	Gopher State One Call	800-252-1166
Mississippi	Mississippi 811	800-227-6477
Missouri	Missouri One Call System, Inc.	800-344-7483
Montana	Montana 811	800-424-5555
	For Flathead or Lincoln Counties call	800-551-8344
	or UDIG.org, or call	406-755-8344
Nevada	USA North 811	800-227-2600
New Jersey	New Jersey One Call	800-272-1000
New Mexico	New Mexico 811	800-321-2537
North Carolina	North Carolina 811	800-632-4949
North Dakota	North Dakota One Call	800-795-0555
Ohio	Ohio Utilities Protection Services	800-362-2764
Oregon	Utilities Notification Center	800-332-2344
Pennsylvania	Pennsylvania One Call Systems, Inc.	800-242-1776
South Carolina	South Carolina 811	888-721-7877
Tennessee	Tennessee 811	800-351-1111
Texas	Texas 811	800-545-6005
Virginia	Virginia 811	800-552-7001
Washington DC	Miss Utility (District of Columbia)	800-257-7777
Washington	Washington Utilities Notification Center	800-424-5555
Wyoming	One Call of Wyoming	811 (or) 800-849-2476
Canada	One-Call Center	Telephone Number
Alberta	Alberta One-Call	800-242-3447
Ontario	Ontario One Call	800-400-2255
Saskatchewan	Sask 1 st Call	866-828-4888

Attachment 5 – KM Emergency Control Center Numbers

Location	Telephone
CO2:	
Cortez Control Center — CO ₂ Operations	877-390-8640
Cortez Control Center — Crude Oil Operations	866-784-6494
KM Liquid Terminals:	
Edison Regional Control Room	732-603-3503
Argo	866-499-2746
St. Gabriel	855-779-0071
Pasadena	713-475-9235
Galena Park	713-455-1231
Products:	
<u>Pacific Region:</u> SFPP, CalNev, WCT	714-560-4839
<u>Mid-Continent Region:</u> Cochin Pipeline (US and Canada), Cypress, Double Eagle, KMCC, Camino Real Gathering Liquids	800-265-6000
CFPL	800-537-8832
Double H	877-977-2078
Market Center	800-495-0653
<u>Southeast Region:</u> Plantation Pipe Line, KM Southeast Terminals, Transmix (Indianola (Pittsburgh), PA, Deepwater (Richmond), VA, Dorsey (Baltimore), MD, Hartford (Wood River), IL facilities only)	800-510-5678
Natural Gas Business Unit	
Copano NGL Services, Copano NGL Services (Markham), Copano Processing, Scissortail Energy	855-737-9555
Hiland Partners, Hiland Crude (Market Center)	866-431-3635
Colorado Interstate Gas Company	877-712-2288
El Paso Natural Gas Company	800-334-8047

Attachment 6 – Supplemental Canada Cochin ULC & UTOPIA LTD requirements.

1. SCOPE

This supplement covers pipeline protection requirements required by the National Energy Board (NEB) Canada for the Kinder Morgan Cochin Canada ULC. / UTOPIA Ltd. pipeline systems and facilities.

2. DEFINITIONS

Crossing (or Proximity Installation)

Any facility that crosses over or under the pipeline or encroaches on the right-of-way or 30-meter (100 ft.) Safety Zone, including (but not limited to):

- a. Construction and construction equipment;
- b. Roads, railways, and highways;
- c. Underground utilities;
- d. Landscaping
- e. Ditches
- f. Fences.

Ground Disturbance

Ground disturbance is any work operation or activity that results in a disturbance or displacement of soil or cover, including (but not limited to) post pounding, excavating, digging, trenching, ploughing, drilling, tunneling, auguring, backfilling, blasting, topsoil stripping, land levelling, peat removing, quarrying and clearing grading. Ground disturbance does not include a disturbance of the earth to a depth of less than 30 cm (1 foot), so long as it does not permanently remove cover over a buried facility. In Canada, ground disturbance is considered an activity that results in a disturbance or displacement of the soil but does not include routine minor road maintenance or agricultural cultivation to a depth of less than 45 cm below the ground surface over a pipeline, or hand digging to a depth of no more than 30 cm below the ground surface. From LOM 109

Prescribed Area

The prescribed area is a strip of land measured 30 meters (100 feet) perpendicularly (horizontal) on each side of the centerline of the pipeline facility. This is the safety zone where the NEB regulations apply and that safety measures must be met for activities causing a ground disturbance.

Right-of-Way (also ROW or Easement)

The area along the pipeline that has been legally permitted to be used by KM Cochin to construct, maintain, and operate the pipeline. The right-of-way is defined by a registered survey plan.

Unauthorized Activity

Engaging in an activity that causes a ground disturbance within the prescribed area is prohibited unless authorized through the Damage Prevention regulations, NEB Board order, or a KM Cochin representative.

Ground Disturbance Activities

Prior to Ground Disturbance Activities:

- a. Any person performing work which disturbs the ground surface in any way whatsoever must call contact the applicable One Call Centre prior to commencing the ground disturbance.
- b. A KM representative will verify the location of the intended ground disturbance in relation to the pipeline location. KM will contact the responsible party to confirm site details and marks.
- c. A KM representative will verify the location of the intended ground disturbance in relation to the pipeline location. KM will contact the responsible party to confirm site details and marks.
- d. If the KM representative determines that the ground disturbance may be within the ROW or within 30 meters (100 feet) of the pipeline or may, in some other way, affect the pipe, the KM representative will ask the responsible party to arrange a site meeting.
- e. The KM representative will confirm with the responsible party to verify the intention and ultimate location of any ground disturbance. No work is permitted within 30 meters (100 feet) of the pipeline until the intention and ultimate location of any ground disturbance has been verified by the KM representative.
- f. All ground disturbances within or across any KM right-of-way and/or pipeline will require a crossing agreement.
- g. All Ground Disturbance Permits, Proximity Permits and One Call documentation must be on site at all times during any work. If it is not on- site, the KM representative shall order the responsible party to stop work until it is produced.
- h. Marks on straight pipeline sections shall be set at intervals required by conditions of the site. The spacing of the locate marks shall be a maximum of 3 meters (10') apart to locate any unknown bends, PI's and other deviations.
- i. Bend areas, Points of Intersections/Inflections (PI) and other changes of direction shall be marked so that the pipe's location is clearly delineated.

During Ground Disturbance Activities:

- a. The responsible party must immediately notify KM of any intended changes to the original plan submitted to KM and must stop any ground disturbance activities. No such work can proceed until it is verified and approved by the KM representative on site.
- b. All work within 3 meters (10 feet) of the pipeline must be supervised by an on-site KM representative and may NOT proceed until the KM representative is on- site. The responsible party shall always follow the instructions of the KM representative.

- c. Any ground disturbance using power operated equipment within 5 meters (17 feet) of the pipeline requires that the pipeline be exposed by hand digging, hydrovac, or otherwise positively locating the pipe in at least 1 location by the responsible party in the presence of the KM representative. Additional locations may be required at the discretion of the KM representative. All pipeline exposure locations shall be clearly marked until backfilled. Once the pipeline location and depth are verified and before work can continue, the KM representative shall not authorize further ground disturbance work until the ground disturbance boundaries are marked. A Waiver of this requirement can be approved by the supervisor or ROW Specialist. Waivers must be documented in KMOCS.
- d. All ground disturbances within 0.6 meters (2 feet) of either edge of the pipeline must be performed by hand digging or hydrovac by the responsible party in the presence of the KM representative.
- e. The responsible party shall notify KM at least 3 days before any backfilling activities commence.

Variances

Any variance to these procedures is allowed only under specific direction by the KM representative and must follow L-O&M 001 procedure.

Patrol Frequency

The frequency of pipeline patrolling shall be determined by considering such factors as:

- a. operating pressure;
- b. pipeline size;
- c. population density;
- d. service fluid;
- e. terrain;
- f. weather; and
- g. agricultural and other land use.

3. CROSSING GUIDELINES AND AUTHORIZATION FOR MAINTENANCE

Crossing Guidelines - Request for consent

As required by NEB DPR-O section 15, Kinder Morgan has developed and will maintain detailed guidelines setting out the technical and other information to be included in the requests for the written consent for the events listed in sections 3.1.1 and 3.1.2. These guidelines are available to the public and are posted on KinderMorgan.com internet site.
https://www.kindermorgan.com/pages/business/products_pipelines/cochin_permits.aspx

- a. Any person that plans to construct a facility — in an area other than an offshore area — across, on, along or under a Kinder Morgan's pipelines, other than the construction of an overhead line referred to in NEB DPR-A, section 9, is authorized by the NEB to do so but only if the person that intends to construct the facility obtains Kinder Morgan's written consent.

- b. Any person that plans a ground disturbance in an area other than an offshore area that would cause a ground disturbance within Kinder Morgan pipeline's prescribed area, other than an activity referred to in section 3.2 is authorized if the person that intends to engage in the activity obtains Kinder Morgan's written consent;

Authorization – Activity required for maintenance of facility.

Any maintenance of an existing Kinder Morgan facility — in an area other than an offshore area — that causes a ground disturbance within Kinder Morgan's prescribed area is authorized by the NEB if Kinder Morgan is conducting the maintenance and complies with sections 3.2.1.1, and 3.2.1.2.

- a. Kinder Morgan will make a locate request in accordance with L-O&M 204, section 3.9.2 "KM Initiated Excavation Activities"
- b. Kinder Morgan will obtain and review safety practices to be followed while working in the vicinity of its pipes and, in case of a ground disturbance, within the prescribed area;
- c. When Kinder Morgan causes a ground disturbance within its prescribed area it will not undertake mechanical excavation that would cause a ground disturbance within the prescribed area within 3 m of a pipe, unless
 - i. if the excavation runs parallel to the pipe, the pipe has been exposed by hand at sufficient intervals to confirm the pipe's location or the pipeline company has used a method that would permit it to confirm the pipe's exact location and has informed the person of that location,
 - ii. if the excavation crosses the pipe, the pipe has been exposed by hand at the point of crossing or the pipeline company has used a method that would permit it to confirm the pipe's exact location, has informed the person of that location and has confirmed that the pipe is at least 60 cm deeper than the proposed excavation, and
 - iii. if ground conditions render it impractical to locate the pipe using any of the methods set out in sections 3.2.1.3.1 and 3.2.1.3.2 the pipeline company directly supervises any excavation;
- d. Kinder Morgan will comply with the instructions of the pipeline company's authorized field representative regarding the procedures that are to be followed during the activity and that relate to the pipeline's safety and security;
- e. If interference with or alteration of a pipe becomes necessary, obtain the pipeline company's written consent to interfere with or alter the pipe;
- f. Kinder Morgan will carry out any activity that involves the interference with or alteration of a pipe under the pipeline company's supervision;
- g. Kinder Morgan will immediately notify the pipeline company of any contact with a pipe or its coating during the activity; and
- h. Kinder Morgan will unless otherwise agreed on by the pipeline company and the person that is engaged in the activity, notify the pipeline company at least 24 hours before backfilling over a pipe.

4. ONE CALL CENTER CONTACTS

National web portal for one-call notification centers in Canada:

www.clickbeforeyoudig.com

This portal will also tell you where you have to contact the pipeline companies directly.

Call or click before you dig! Contact your one-call center.

British Columbia

www.bconecall.bc.ca

BC One Call: 1-800-474-6886

Ontario

www.on1call.com

Ontario One Call: 1-800-400-2255

Alberta

www.albertaonecall.com

Alberta One Call Corporation: 1-800-242-3447

Québec

www.info-ex.com

Info-Excavation: 1-800-663-9228

Saskatchewan

www.sask1sticall.com

Sask First Call: 1-866-828-4888

Atlantic Canada

www.info-ex.com

Info-Excavation: 1-866-344-5463

1-800-663-9228

Manitoba

www.clickbeforeyoudigmb.com

Click Before You Dig MB: 1-800-940-3447

Contact the pipeline company directly in the Northwest Territories.

5. DOCUMENTATION – CANADA ONLY

Records retention for facilities and ground disturbances

Kinder Morgan will keep a record of all construction of facilities across, on, along or under a pipeline and of all activities that cause a ground disturbance within the prescribed area for the life of the pipeline.

Contents of records:

The records must include, for each facility or each activity that causes a ground disturbance, as the case may be,

- a. the name and address of the person that carries out the construction or engages in an activity that causes a ground disturbance;
- b. the nature and location of the facility or the activity that causes a ground disturbance;
- c. the dates of commencement and termination of the construction of the facility or the activity that causes ground disturbance;
- d. a description of the proposed facility, submitted with the request for the consent;
- e. a copy of the pipeline company's written consent;
- f. in respect the inspections listed in "iv" and "v", all findings and observations, including:
 - i. the name of the person that conducted the inspection,
 - ii. the date and time of the inspection, and
 - iii. any field observations as listed in "vi"
- iv. inspections that are necessary to ensure the pipeline's continued safety and security during an activity that causes a ground disturbance within the prescribed area;
- v. inspect all exposed pipe prior to any backfilling over a pipe to ensure that no damage to the pipe has occurred;
- vi. field observations for "iv" and "v":
 1. if a pipe was exposed, the clearance between the pipe and the facility and the condition of the pipe at the time of backfilling over the pipe,
 2. the compliance with the measures set out in the National Energy Board Pipeline Damage Prevention Regulations - Authorizations,
 3. the method used to engage in the activity that caused a ground disturbance, and
 4. the occurrence of any unusual events that are related to the construction or activity and that may have had an effect on the pipeline's safety or security,
- vii. a statement of whether the person that carried out the construction or the person that engaged in an activity that caused a ground disturbance has complied with the measures set out in the National Energy Board Pipeline Damage Prevention Regulations - Authorizations; and
- viii. the details of any abandonment, removal or alteration of the facility.

Consent – Crossing

Kinder Morgan must keep a record that contains a copy of the written consents granted by the Kinder Morgan for the purposes of section 12 of the National Energy Board Pipeline Damage Prevention Regulations - Authorizations for the life of the pipeline or, if there is an expiry date set out in the consent, for a period of 12 months from the day on which the consent expires.

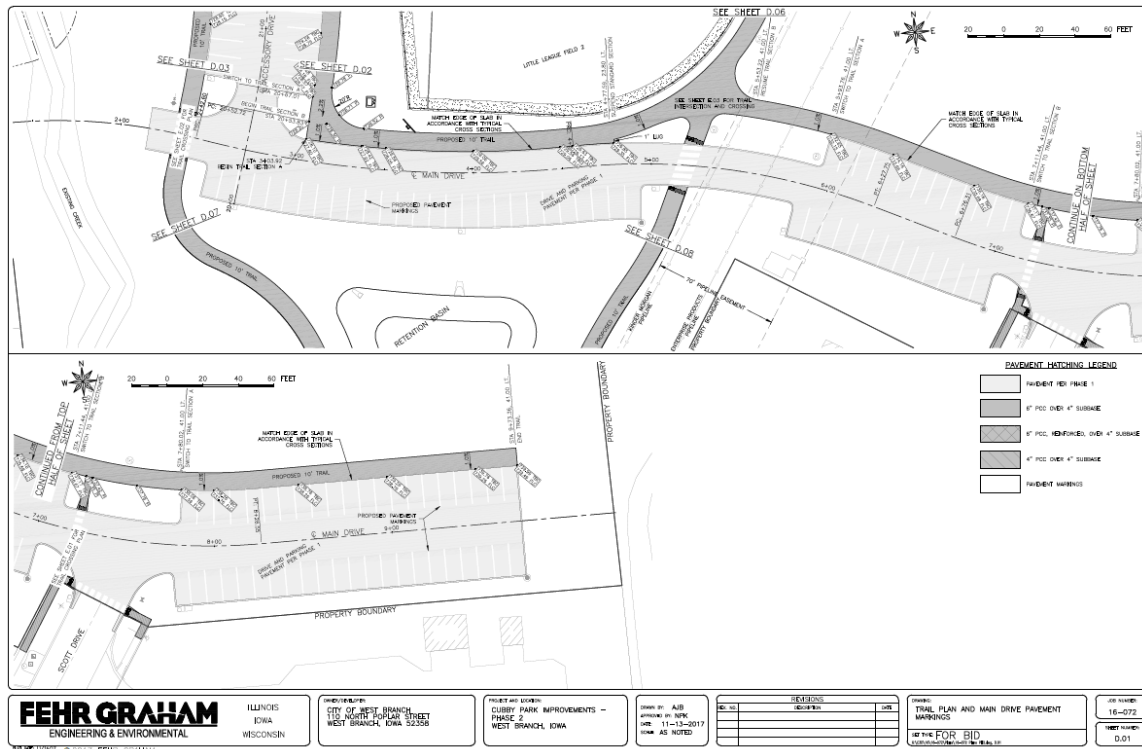
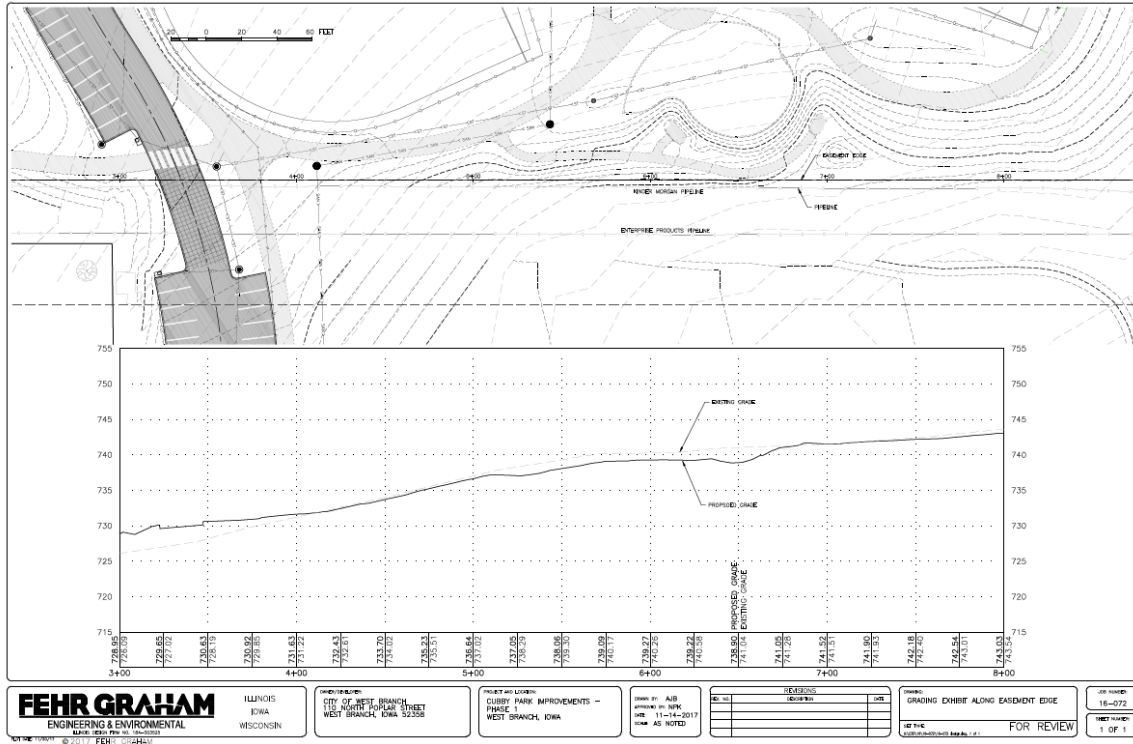
Damage Prevention Documentation requests made by the NEB

Duty to make records available:

- a. Kinder Morgan must retain required NEB Damage Prevention Records and must make the records, and all other materials necessary to verify the information in those records, available to officers of the Board and other persons authorized by the Board for that purpose and must give the Board and other authorized persons any assistance necessary to inspect the records.

On the request of the Board, the Kinder Morgan must provide the Board with:

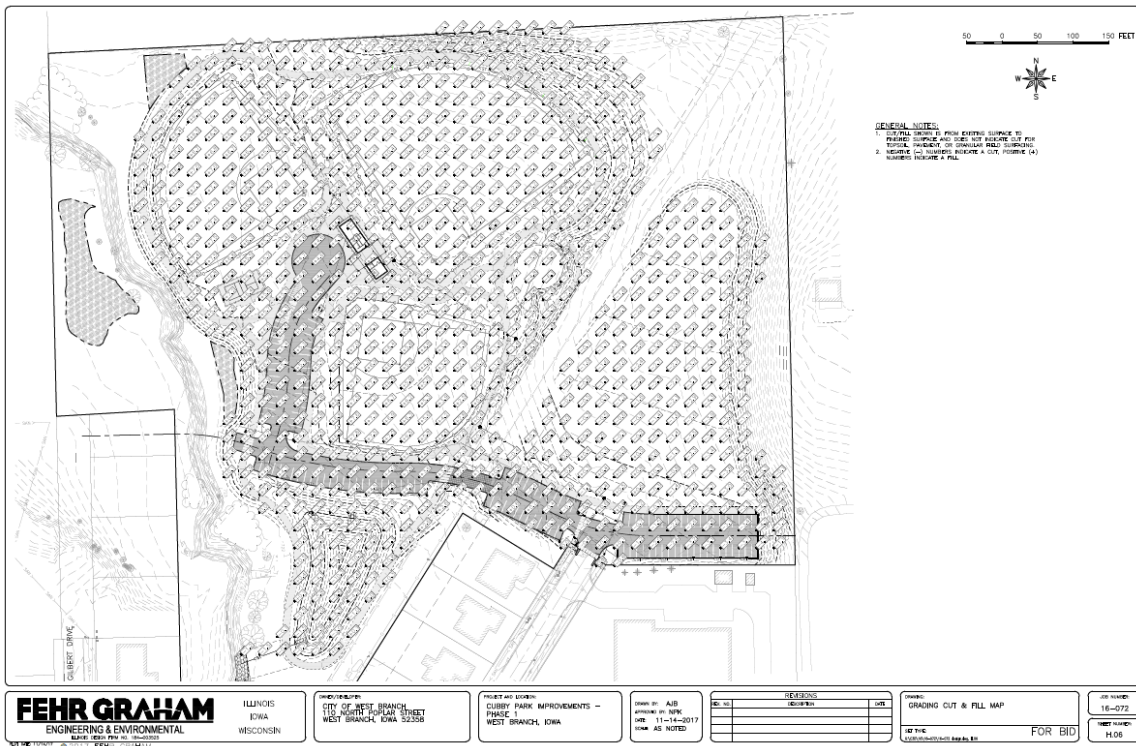
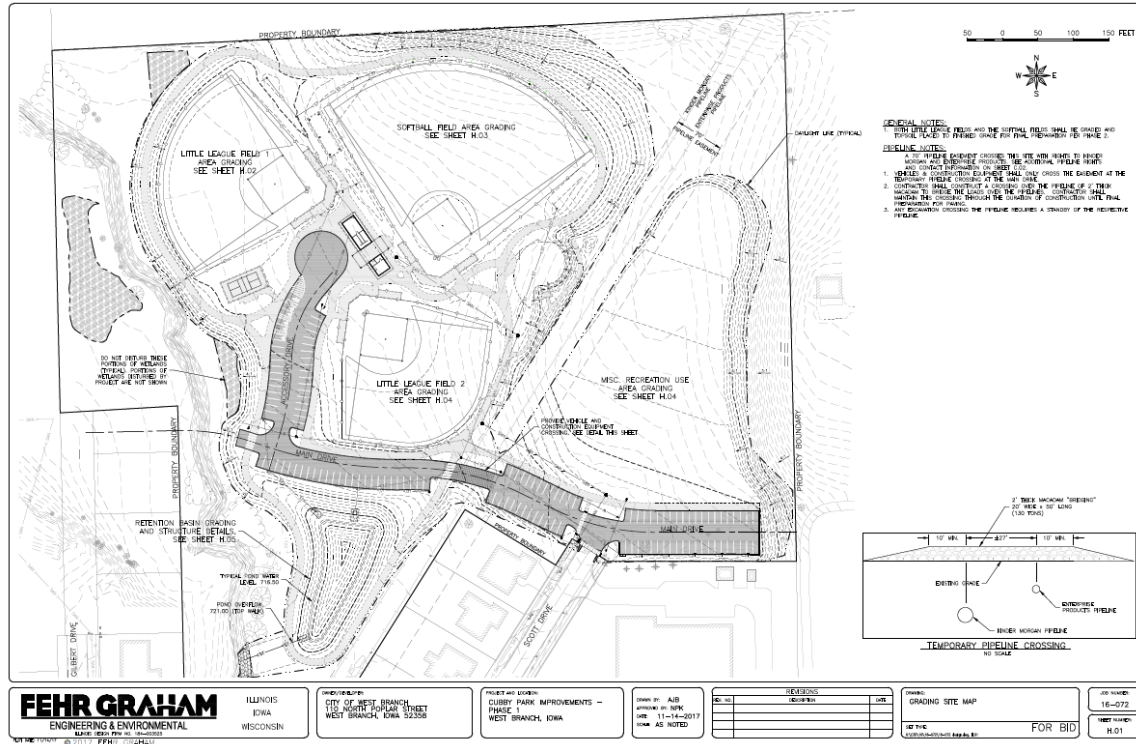
- a. a list of every written consent granted for the purposes of section 12 of the National Energy Board Pipeline Damage Prevention Regulations – Authorizations;
- b. a list of every written consent granted by the pipeline company with respect to the construction of a facility or an activity that causes a ground disturbance and the information referred to in sections, 5.2.1.1, 5.2.1.2, and 5.2.1.3 with respect to the consent; and
- c. a list of every permission granted by the pipeline company for the purposes of the National Energy Board's legacy Pipeline Crossing Regulations, Part I and the information referred to in paragraphs 11(2)(a) to (c) of the National Energy Board Pipeline Crossing Regulations, Part II with respect to the permission.



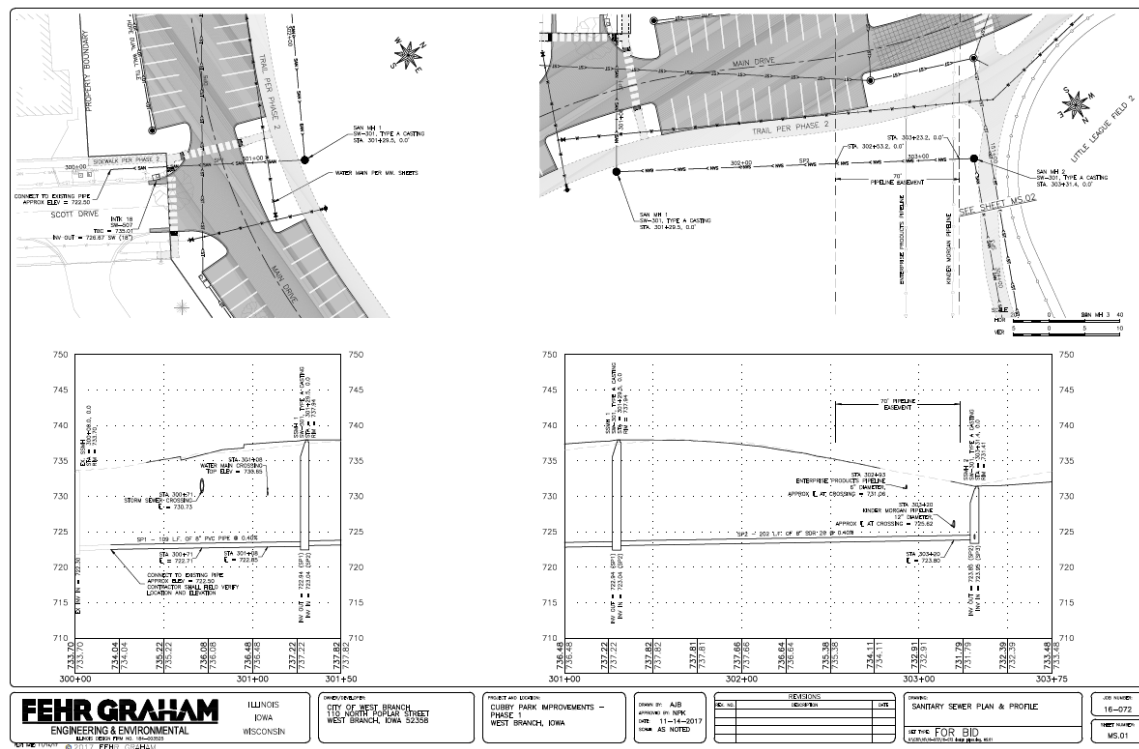
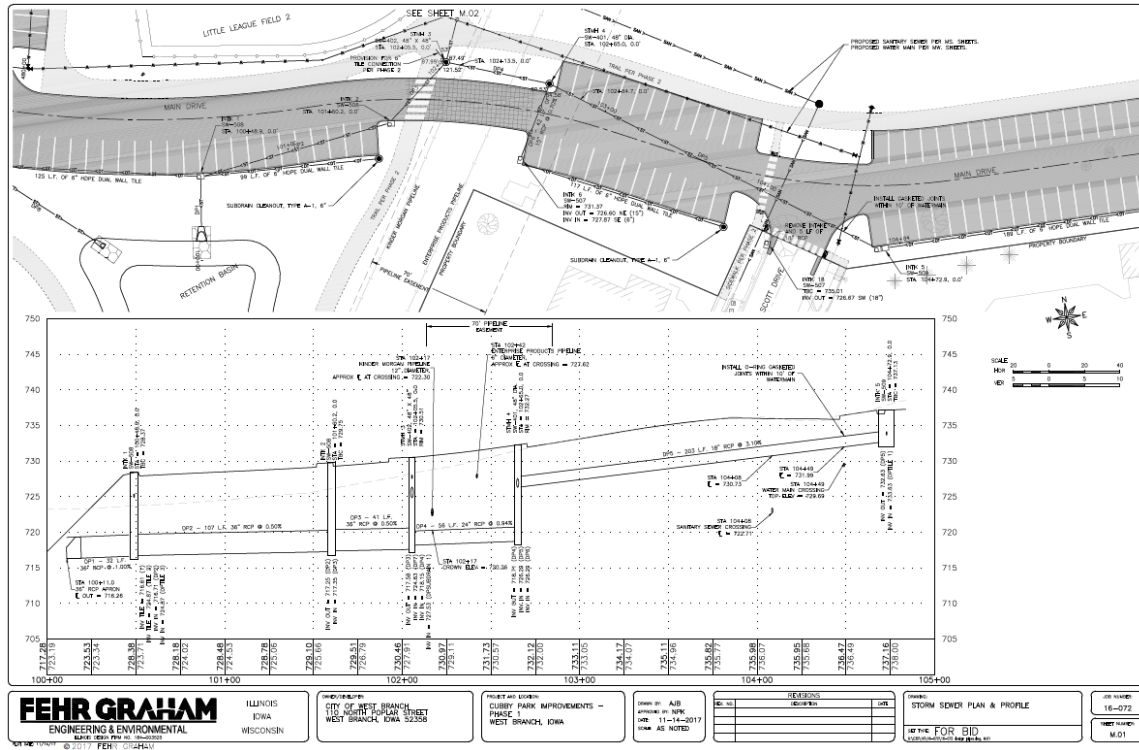
"Turning Vision Into Reality is our Business"

[illegible]

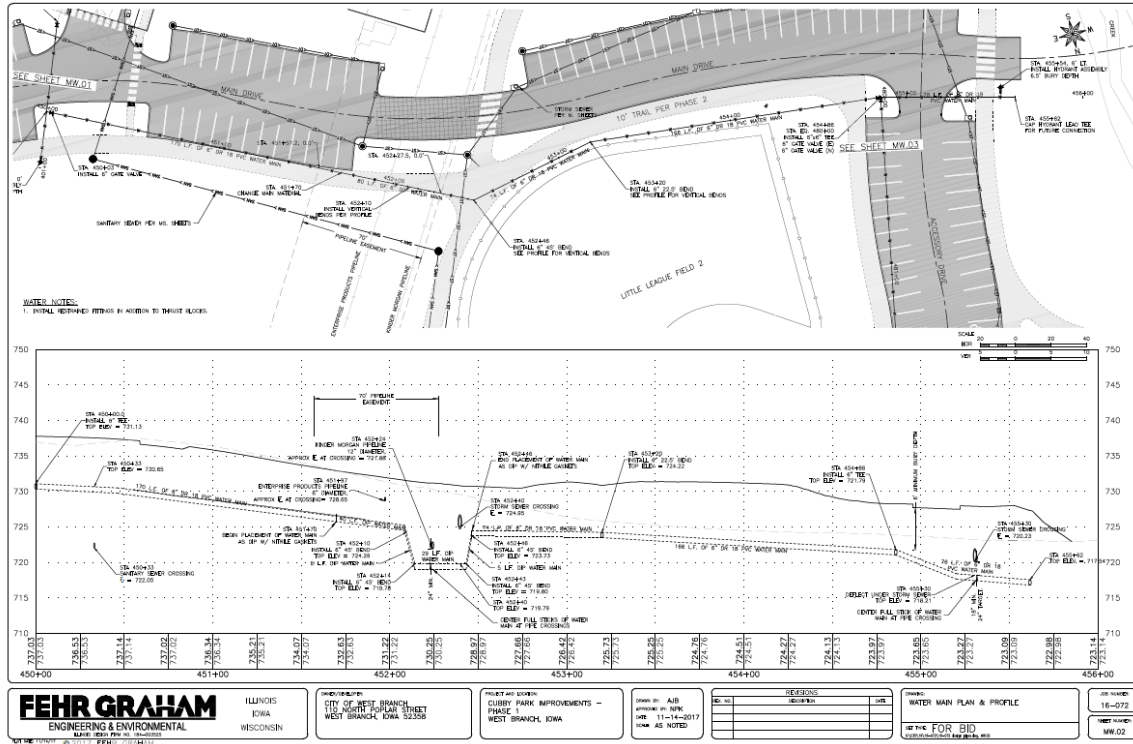
"Turning Vision Into Reality is our Business"



"Turning Vision Into Reality is our Business"



"Turning Vision Into Reality is our Business"



"Turning Vision Into Reality is our Business"



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 5, 2018

AGENDA ITEM: Motion to Approve the Claims Report

CITY GOAL: Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.

PREPARED BY: Gordon Edgar, Finance Officer

DATE: February 27, 2018

BACKGROUND:

These are routine expenditure that include such items as payroll, budget expenditures, and other financial items that relate to council approved items and/or other day to day operational disclosures.

STAFF RECOMMENDATION: Approve and Accept Report
--

REVIEWED BY CITY ADMINISTRATOR:
--

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"Turning Vision Into Reality is our Business"

EXPENDITURES**3/5/2018**

ACTION SEWER & SEPTIC SERV	SEWER MAINTENANCE	1,334.00
BAKER & TAYLOR INC.	BOOKS	1,189.59
BEST BUY BUSINESS ADVANTAG	USB DRIVES	108.90
BWC EXCAVATING LC	315 MAIN ST WATER MAIN IMP	8,472.95
CEDAR RAPIDS PHOTO COPY INC	COPIER MAINTENANCE	115.72
CHIEF SUPPLY CORPORATION	UNIFORMS	25.75
DEMCO	BOOKS, PROGRAM SUPPLIES	1,197.19
F&B COMMUNICATIONS INC	LIBRARY FIREWALL PROJECT	1,138.00
HAWKINS INC	METERING PUMPS	3,039.53
INTERSTATE POWER SYSTEMS INC	GENERATOR INSPECTION/TEST	828.47
IOWA ASSN. MUN. UTILITIES	MEMBERSHIP DUES	701.91
IOWA POLICE CHIEFS ASSOCIATION	MEMBERSHIP DUES	125.00
JC CROSS CO	BLOWER	6,274.00
KINGDOM GRAPHICS LLC	SIGNS-VEHICLES	100.00
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,372.20
LYNCH'S EXCAVATING INC	CURB STOP, REPAIR WATER MAIN	3,125.12
LYNCH'S PLUMBING INC	REPAIR-CITY SHOP BLDG	2,266.07
MENARDS	TOOLS	194.75
OVERDRIVE INC	AUDIO BOOKS	419.30
PARKSIDE SERVICE	INNER TUBE	177.60
PSC DISTRIBUTION	TOOLS	15.13
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	717.00
QUILL CORP	SUPPLIES	320.83
SHIMMIN, NICK	PROGRAM SUPPLIES	55.74
SUPPLYWORKS	SUPPLIES	44.18
VEENSTRA & KIMM INC.	310 COL ST BRIDGE FINAL DESIGN	2,785.80
VEENSTRA & KIMM INC.	P & Z MEADOWS PT 3 CONCEPT REVIEW	364.94
VEENSTRA & KIMM INC.	315 MAIN ST WATER MAIN IMP	46.14
VEENSTRA & KIMM INC.	310 COL ST BRIDGE ROW ACQUISITION	1,796.30
VEENSTRA & KIMM INC.	P & Z KIT 23 PV SITE PLAN REVIEW	83.00
VERIZON WIRELESS	VERIZON WIRELESS	834.46
WEST BRANCH FORD	VEHICLE REPAIR	42.14

TOTAL	39,311.71
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PAID BETWEEN MEETINGS

JULIA HIME	VIDEOGRAPHY SERVICES	150.00
UPS	SEWER-SHIPING	21.82

TOTAL	171.82
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PAYROLL 2-23-18	54,860.73
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TOTAL EXPENDITURES	94,344.26
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FUND TOTALS

001 GENERAL FUND	21,371.66
022 CIVIC CENTER	43.38
031 LIBRARY	10,008.26
110 ROAD USE TAX	18,325.14
112 TRUST & AGENCY	
310 COLLEGE STREET BRIDGE	4,582.10
315 MAIN ST WATER MAIN IMPROVEMENTS	8,519.09
600 WATER FUND	14,821.04
610 SEWER FUND	16,673.59
	0

GRAND TOTAL	94,344.26
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	PARKSIDE SERVICE	VEHICLE MAINTENANCE	124.00
			VEHICLE MAINTENANCE	37.50
		IOWA POLICE CHIEFS ASSOCIATION	MEMBERSHIP DUES	125.00
		CHIEF SUPPLY CORPORATION	UNIFORMS	25.75
		VERIZON WIRELESS	WIRELESS 11-14 TO 12-13	314.26
		BEST BUY BUSINESS ADVANTAGE ACCOUNT	USB DRIVES	108.90
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	254.33
		WEST BRANCH FORD	VEHICLE REPAIR	42.14
			TOTAL:	1,031.88
FIRE OPERATION	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	100.75
			TELEPHONE SERVICE	44.48
			TOTAL:	145.23
PARK & RECREATION	GENERAL FUND	VERIZON WIRELESS	WIRELESS 11-14 TO 12-13	36.84
			TELEPHONE SERVICE	155.43
		LIBERTY COMMUNICATIONS	TOTAL:	192.27
CLERK & TREASURER	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	361.84
			TOTAL:	361.84
LOCAL CABLE ACCESS	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	67.12
			TOTAL:	67.12
COMMISSION	GENERAL FUND	VEENSTRA & KIMM INC.	P&Z MEADOWS PT 3 CONCEPT R	364.94
			P&Z LOT 23 PV SITE PLAN RE	83.00
			TOTAL:	447.94
TOWN HALL	CIVIC CENTER	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	43.38
			TOTAL:	43.38
LIBRARY	LIBRARY	OVERDRIVE INC	AUDIO BOOKS	135.38
			BOOKS	135.99
			BOOKS	96.96
			BOOKS	50.97
		F&B COMMUNICATIONS INC	LIBRARY FIREWALL PROJECT	1,138.00
		CEDAR RAPIDS PHOTO COPY INC	COPIER MAINTENANCE	60.48
			COPIER MAINTENANCE	55.24
		DEMCO	BOOKS, PROGRAM SUPPLIES	1,181.95
			PROGRAM SUPPLIES	15.24
		SHIMMIN, NICK	PROGRAM SUPPLIES	55.74
		QUILL CORP	SUPPLIES	8.95
			SUPPLIES	269.57
			SUPPLIES	10.32
			SUPPLIES	31.99
		BAKER & TAYLOR INC.	BOOKS	308.20
			BOOKS	186.13
			BOOKS	225.58
			BOOKS	212.40
			BOOKS	257.28
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	188.70
		SUPPLYWORKS	SUPPLIES	44.18
			TOTAL:	4,669.25
ROADS & STREETS	ROAD USE TAX	LYNCH'S PLUMBING INC	REPAIR-CITY SHOP BLDG	2,266.07
			VERIZON WIRELESS	161.12

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	52.06
			TOTAL:	2,479.25
INVALID DEPARTMENT	COLLEGE STREET BRI VEENSTRA & KIMM INC.		310 COL ST BRIDGE FINAL DE	2,785.80
			310 COL ST BRIDGE ROW ACQU	1,796.30
			TOTAL:	4,582.10
INVALID DEPARTMENT	MAIN ST WATER MAIN VEENSTRA & KIMM INC.		315 MAIN ST WATER MAIN IMP	46.14
	BWC EXCAVATING LC		315 MAIN ST WATER MAIN IMP	8,472.95
			TOTAL:	8,519.09
WATER OPERATING	WATER FUND	LYNCH'S EXCAVATING INC	CURB STOP, REPAIR WATER MA	3,125.12
		IOWA ASSN. MUN. UTILITIES	MEMBERSHIP DUES	701.91
		HAWKINS INC	METERING PUMPS	3,039.53
		VERIZON WIRELESS	WIRELESS 11-14 TO 12-13	161.12
		PSC DISTRIBUTION	TOOLS	15.13
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	52.06
			TOTAL:	7,094.87
SEWER OPERATING	SEWER FUND	PARKSIDE SERVICE	INNER TUBE	16.10
		QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	717.00
		MENARDS	TOOLS	194.75
		VERIZON WIRELESS	WIRELESS 11-14 TO 12-13	161.12
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	52.05
		KINGDOM GRAPHICS LLC	SIGNS-VEHICLES	100.00
		INTERSTATE POWER SYSTEMS INC	GENERATOR INSPECTION/TEST	828.47
		ACTION SEWER & SEPTIC SERVICES INC.	SEWER MAINTENANCE	1,334.00
		JC CROSS CO	BLOWER	6,274.00
			TOTAL:	9,677.49

===== FUND TOTALS =====		
001	GENERAL FUND	2,246.28
022	CIVIC CENTER	43.38
031	LIBRARY	4,669.25
110	ROAD USE TAX	2,479.25
310	COLLEGE STREET BRIDGE	4,582.10
315	MAIN ST WATER MAIN IMPROV	8,519.09
600	WATER FUND	7,094.87
610	SEWER FUND	9,677.49
GRAND TOTAL:		39,311.71
=====		



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 5, 2018
AGENDA ITEM:	Resolution 1690 – Approving a contract addendum with Fehr Graham for attending meetings related to Cubby Park Improvements during construction.
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Nate Kass, Fehr Graham / Melissa Russell, Parks Director
DATE:	February 28, 2018

BACKGROUND:

City staff has requested that a Fehr Graham representative be present at all council meetings at which there is an agenda item related to Cubby Park or other meetings as requested to advance the project. The original contract only included attendance for certain items. For example, there has been a public information meeting scheduled for Cubby Park on March 6th. Fehr Graham proposes to bill for this additional time at their current hourly rates for time and materials. See hourly rates in Exhibit E (last sheet in the back ground information of this item).

STAFF RECOMMENDATION:	Seek City Council Direction
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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RESOLUTION 1690

RESOLUTION APPROVING A CONTRACT ADDENDUM WITH FEHR GRAHAM FOR ATTENDING MEETINGS RELATED TO CUBBY PARK IMPROVEMENTS.

WHEREAS, the City Council also contracted with Fehr Graham Engineering and Environmental, for engineering and project consulting for the Cubby Park project; and

WHEREAS, the residents of West Branch approved a bond referendum on November 3, 2015 for the funding of the West Branch Park Improvements Project of which Cubby Park is a part of; and

WHEREAS, the demand for public meeting is higher than the original contract was accounted; and

WHEREAS, it is now necessary to approve said contract addendum

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch Iowa that the aforementioned contract addendum to Fehr Graham for attending meetings related to Cubby Park Improvements, is hereby approved. Furthermore, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 5th day of March, 2018

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk

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This is the Contract that is being requested to be amended:

ENGINEERING SERVICES AGREEMENT

PEDERSEN VALLEY PARK IMPROVEMENTS
WEST BRANCH, IOWA

THIS AGREEMENT, made and entered into this 4th day of April, 2016, by and between the City of West Branch, a Municipal Corporation, 110 North Poplar Street P.O. Box 218, West Branch, IA 52358, hereinafter referred to as the "CITY," and Fehr Graham Engineering & Environmental, Inc., 375 Collins Road N.E., Suite 105, Cedar Rapids, Iowa 52402, hereinafter referred to as the "CONSULTANT."

WHEREAS, the CITY desires to make certain park improvements, namely the construction of the Pedersen Valley Park (the "Project"); and

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

WHEREAS, the **CONSULTANT** was chosen by the CITY after soliciting Requests for Proposals from numerous area engineering firms; and

WHEREAS, the **CONSULTANT** is qualified and capable of supplying said professional services for a total fee not-to-exceed Two Hundred Sixty Thousand Dollars (\$260 000).

WHEREAS, accordingly, the **CITY** has agreed to engage the **CONSULTANT** as an independent contractor to assist in the design and construction of the Project for a total consulting fee not-to-exceed Two Hundred Sixty Thousand Dollars (\$260,000) under the terms and conditions set forth below.

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

I. SCOPE OF SERVICES.

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

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II. TIME OF COMPLETION.

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement.

III. GENERAL TERMS AND PROVISIONS.

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

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

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

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

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

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

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

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

G. At the request of the **CITY**, the **CONSULTANT** shall attend such meetings of the City Council relating to the Project stipulated in Attachment "A".

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

I. Upon termination of this Agreement and request of the **CITY**, the **CONSULTANT** shall provide the **CITY** with copies of all basic notes and sketches, charts, computations, maps, plans drawings, and any other data prepared or obtained by the **CONSULTANT** pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the Project. Furthermore, should the **CONSULTANT** prepare or receive any of the data set forth in the immediately preceding sentence in digitized format, the **CONSULTANT** shall furnish said data in disk form upon termination of this Agreement. It is understood, however, that the **CONSULTANT** shall not be liable for the **CITY's** use of such documents, materials or data on other projects.

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

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

L. If the **CONSULTANT** is providing Construction Administration or Supervision under this Agreement, the **CONSULTANT** shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the **CONSULTANT** and **CITY** in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being

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performed by contractors and/or subcontractors. Based on information obtained during such visits and on such observations, the **CONSULTANT** shall endeavor to determine to the best of the **CONSULTANT**'s ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the **CITY** informed of the progress of the work on the Project and any concerns the **CONSULTANT** may have regarding same.

M. **CONSULTANT** shall provide and maintain insurance throughout said Project in the following minimum amounts:

1. Workman's Compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any of the obligations under this Agreement.
2. Professional Liability or Errors or Omissions Insurance covering all aspects of the Project in the amount of not less than \$1,000,000 per occurrence of \$2,000,000 aggregate coverage.
3. Public liability and property damage liability insurance covering all operations under the Agreement, limits for bodily injury or death not less than one million dollars (\$1,000,000.00) for one person and two million dollars (\$2,000,000.00) for each accident; for property damage not less than one million dollars (\$1,000,000.00) for each accident and two million dollars (\$2,000,000.00) aggregate during such policy period. Said insurance shall name the City of West Branch as an Additional Insured under the policy.
4. Automobile liability insurance on all self-propelled vehicles used in connection with the Agreement, whether its own, non-owned or hired; public liability limits of not less than five hundred thousand dollars (\$500,000.00) for one person and one million dollars (\$1,000,000.00) for each accident; property damage limit of two hundred fifty thousand dollars (\$250,000.00) for each accident or a combined single limit of one million dollars (\$1,000,000.00)
5. Governmental immunities endorsement as shown on Exhibit "D".

CITY shall have the right at any time to require public liability insurance, errors and omissions coverage and/or property damage liability insurance greater than that specified in the above paragraphs. If required, the additional premiums shall be added to the bid price.

The **CONSULTANT** shall furnish Certificates of Insurance to the **CITY** made in favor of the **CITY** prior to commencing work showing compliance with the foregoing requirements. Insurance shall provide notice of cancellation or revocation.

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IV. COMPENSATION FOR SERVICES.

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement for a total fee not-to-exceed Two Hundred Sixty Thousand Dollars (\$260,000). Said total fees shall be paid by the **CITY** to the **CONSULTANT** in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the **CONSULTANT** does hereby acknowledge and confirm the **CONSULTANT's** understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the **CITY** would not have engaged the **CONSULTANT**. Accordingly, the **CONSULTANT** also acknowledges that:

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

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

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

D. The rate sheet is subject to annual adjustment as set forth in Exhibit "E" attached hereto, as of January 1 of each year. These rate increases will not affect the upper limit of the contract. Construction management service fees are to be billed at hourly rates not to exceed \$83,000.

V. INDEMNIFICATION, WARRANTY AND GUARANTEE.

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

The **CONSULTANT** warrants and guarantees to the **CITY** that it will perform its obligations under this Agreement in conformance with the generally accepted standards of the engineering profession. If within one year from acceptance of the Project by the City Council, any of the work provided under the scope of services described on Exhibit "A" by **CONSULTANT**

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pursuant to this Agreement is found to be defective, **CONSULTANT** shall immediately and without cost to the **CITY**, perform any corrective services as are necessary to conform to this required warranty and guarantee. In the event that **CONSULTANT** fails to correct said defective work, the **CITY** shall have the right to correct or cause to be corrected the defective work, and the **CONSULTANT** shall pay to the **CITY** all direct and indirect costs of said corrective work.

VI. HAZARDOUS MATERIALS.

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

VII. INTERPRETATION.

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

VIII. SURVIVAL.

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

IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Cedar County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action,

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suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

X. HEADINGS.

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

XI. SEVERABILITY.

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

XII. MODIFICATION

The terms of this Agreement may not be changed, waived, discharged or terminated orally, but only by a written document signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

XIII. WAIVER

No waiver by the **CITY** of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the **CITY** in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the **CITY** shall preclude future exercise thereof or the exercise of any other right or remedy

XIV. AUTHORITY.

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

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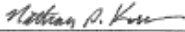
XV. FINAL AGREEMENT.

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

ACCEPTED & AGREED:

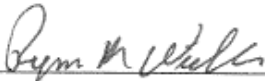
CONSULTANT

Fehr Graham Engineering & Environmental



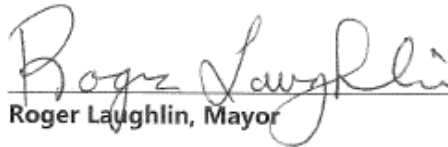
An Authorized Representative

ATTEST:




An Authorized Representative

CITY OF WEST BRANCH, IOWA


Roger Laughlin, Mayor

ATTEST:



Matt Muckler, City Admin./Clerk

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ENGINEERING SERVICES AGREEMENT

PEDERSEN VALLEY PARK IMPROVEMENTS WEST BRANCH, IOWA

EXHIBIT "A"

SCOPE OF SERVICES:

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

Item 1 - Topographic Survey

Fehr Graham will complete the necessary work to complete a topographic survey to collect data on existing terrain and features within the site boundary. Utilities will be shown based on mapping provided by the utility companies and as field located by Iowa One Call. Property lines will be based on recorded plats and correlated with any existing survey monuments found.

Item 2 - Construction Plans and Documents

Fehr Graham will complete the necessary work to provide a Final Site Development Plan generally based on the CIP and detailed construction plans and specifications for the proposed site improvements. Plans and specifications shall be based on all applicable provisions of the Code of Iowa, as amended, Iowa Statewide Urban Design and Specifications (SUDAS), the Iowa Stormwater Management Manual and all applicable provisions of the Code of Ordinances of the City of West Branch, as amended. Specific improvements include:

- Two little league baseball fields.
- One adult baseball field.
- Fencing, dugouts, lighting, irrigation, bleachers, and subsurface drainage improvements associated with baseball fields.
- Concessions stand with restrooms, covered seating, and storage facility for baseball fields.
- Pedestrian access for the baseball fields.
- All parking improvements as presented in the 2014 concept plan.
- Two playground areas; one near the concessions stand and the other at a location on the site to be determined and constructed in phase 2.
- Pickleball court, possible phase 2 construction.
- Walkway/bikeway trails around Pedersen Park and ball fields.
- Grading for future community center/library/swimming pool.
- Streambank restoration.
- Field turf plan.

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Site Grading & Drainage Plan

- Overall site grading design indicating existing and proposed contour elevations as well as proposed spot elevations and slab elevations.
- Storm sewer pipe design and storm sewer structure design.
- Storm water management plan including a wet-bottom storm water detention pond that will service the site improvements, subject to consideration of alternate Best Management Practices for storm water management, site conditions and constraints, and prioritization of other park improvements.
- Storm water management report to comply with City of West Branch requirements.
- Storm water management plan will incorporate input from a meeting with the Herbert Hoover National Historic Site (HHHS) staff as deemed appropriate and agreed upon in order to provide relief downstream. It is assumed that due to the location in the watershed and available runoff storage that minimal impact to downstream property is feasible.

Site Utility Plan

- Design of sanitary sewer main extension and service location to the proposed concession stand and to the future community center/library/swimming pool.
- Design of water main extension and service location to the proposed concession stand and to the future community center/library/swimming pool.
- Show locations of other proposed utilities for the proposed concession stand and to the future community center/library/swimming pool.

Site Paving Plan

- Location and pavement for Scott Drive extension and parking facilities.
- Parking lot pavement design and details with critical spot elevations.
- Pedestrian access to proposed baseball fields from proposed parking lot(s).
- Walkway/Bikeway trails.

Landscaping Plan

- Location and installation details for landscaping.
- Specifications for materials, species, and sizes.

Site Plan

- Complete a site plan per Chapter 173 of the City Code of Ordinances of the City of West Branch, Iowa. There will be no exceptions from the requirements contained within Chapter 173 or any other Chapter of the City Code made for this project, with the exception of Section 173.08 Fees. It is understood that the Consultant is exempt from the fee requirements in this section.
- The Consultant is familiar with all above-mentioned design standards, especially with Chapter 173 of the Code of Ordinances of the City of West Branch, Iowa and agrees to design the project in accordance with these standards.

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- Submit a site plan to the West Branch Park and Recreation Commission, at a regular meeting of the Commission.
- Make any changes recommended by the West Branch Park and Recreation Commission.
- Submit a revised site plan to the West Branch Planning and Zoning Commission, at a regular or special meeting of the Commission.
- Make any changes recommended by the West Branch Planning and Zoning Commission.
- Submit revised site plan to the West Branch City Council at a regular City Council Meeting.
- Make any changes to the site plan to conform with the direction of the West Branch City Council.

Item 3 - Site Assessments and Permitting

- Complete a Wetland Delineation Site Assessment.
- Complete soil borings and geotechnical report for foundation design
- Storm Water Pollution Prevention Plan (SWPPP) for construction. The required documents for application for an NPDES General Permit No.2 for Construction Activities will be provided to the Client. The Client will be responsible for all publications and filings, as well as all associated fees.
- Joint Permit application to the US Army Corps of Engineers and Iowa Department of Natural Resources (DNR) Floodplain and Sovereign Lands Sections. Client shall be responsible for all fees associated with the permit application.
- Applications for construction of water and sanitary sewer main extensions for submittal to the DNR. Client shall be responsible for all fees associated with the construction permit applications.

Item 4 - Project Coordination

- Coordinate with utility companies that serve the project site or are otherwise impacted by construction.
- Coordinate with permitting agencies as required.
- Provide monthly, written progress reports for council meetings.
- Attend up to six council meetings/work sessions to provide discuss project and gather input on design.
- Conduct one public information meeting for dissemination of final design concepts.
- Conduct one meeting with HHHS staff to discuss Pedersen Park project and impacts to downstream watershed. This may be incorporated with another meeting/work session.

Item 5 - Construction Services

- Conduct a bid letting. It is assumed that the entire project will be bid in one package with one letting.
- Provide a Letter of Recommendation to the City Council following the bid.
- Conduct a preconstruction conference.
- Review shop drawings and submittals.

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- Provide construction observation for major features and at critical times, including spot checks for water and sanitary sewer installations, compaction testing during earthwork, and density checks following trench backfilling.

Number of site visits, observations, and tests as follows:

- Up to two spot checks during sanitary sewer main construction.
- Up to two spot checks during water main construction.
- Up to twelve trips for spot checks and witnessing site grading, proof rolling, and Foundation excavations
- Up to twenty-eight trips for density testing of grading, trench and foundation backfill and subgrades.
- Observe plastic concrete testing for entrained air and slump during mainline paving operations and building foundation construction. Number of trips and tests as follows:
 - Up to three trips for concrete testing of building footings and foundations
 - Up to twenty-four trips for street, parking lot, sidewalk, and trail concrete.
- Provide up to three site visits for specific observation of concessions stand during its construction.
- One final project walk-through and generation of punch list.
- Generate partial pay estimates monthly for payment to contractor.
- Address requests for information by the contractor before and during construction.
- Draft change orders as required.
- Draft a letter of completion.
- Submit record drawings based on information collected during construction observation and submitted by the contractor.
- Provide documentation of any test results that are not in compliance with project specifications and requirements to the Owner and Contractor.
- Coordination and administration associated with the Construction Observation and Testing work detailed above

Exclusions: The following items are not included in the scope of services proposed here within:

- Lighting design and photometrics associated with parking lot and trail lighting plans
- Environmental assessments (such as a Phase I ESA)
- Archeological investigations and studies
- Plat of Survey and legal description
- Traffic and turn movement analysis
- Economic assessments
- Rezoning documents or services
- Permit or connection fees
- Full-time on-site construction observation
- Weekly SWPPP inspections and reports
- Wetland mitigation or restoration monitoring
- Soils and concrete testing services
- Construction staking

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ENGINEERING SERVICES AGREEMENT

PEDERSEN VALLEY PARK IMPROVEMENTS WEST BRANCH, IOWA

EXHIBIT "B"

TIME OF COMPLETION:

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

1. Items 1 through 4 in Exhibit A shall be completed by February 1, 2017.
2. Draft plans and specifications for City review shall be delivered by February 1, 2017.
3. Final construction plans and specifications shall be delivered by February 28, 2017.
4. Estimated bid date for project is March 28, 2017.
5. Construction of improvements shall be completed by November 1, 2017.

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

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ENGINEERING SERVICES AGREEMENT

PEDERSEN VALLEY PARK IMPROVEMENTS WEST BRANCH, IOWA

EXHIBIT "C"

COMPENSATION FOR SERVICES:

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

1. For **DESIGN SERVICES**, the fee for design services, design conferences, topographic survey, preparation of plans and specifications, site assessments, permitting, and project coordination (Items 1 – 4 in Exhibit "A") for the project shall be the lump sum fee of One Hundred Seventy-Seven Thousand Dollars (\$177,000);
2. For **CONSTRUCTION SERVICES**, The total fee for construction services for the Project shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The total fee for construction services shall not exceed the sum of Eighty-Three Thousand Dollars (\$83,000) based on providing construction services as outlined in Exhibit "A";

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

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ENGINEERING SERVICES AGREEMENT

**PEDERSEN VALLEY PARK IMPROVEMENTS
WEST BRANCH, IOWA**

EXHIBIT "D"

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

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

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

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

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ENGINEERING SERVICES AGREEMENT

PEDERSEN VALLEY PARK IMPROVEMENTS WEST BRANCH, IOWA

EXHIBIT "E"

2016 Personnel Chargeout Rates

Principal	\$195
Project Manager	\$100 - 185
Engineering:	
Sr. Project Engineer	\$115 - 175
Project Engineer	\$ 80 - 135
Staff Engineer	\$ 75 - 95
Engineer	\$ 70 - 90
Sr. Engineering Technician	\$ 75 - 130
Associate Engineering Technician	\$ 60 - 90
Engineering Technician	\$ 40 - 90
Landscape Architect	\$115-190
GIS Specialist	\$ 70 - 80
Surveying:	
Survey Manager	\$150 - 160
Land Surveyor	\$ 80 - 140
Survey Crew Chief	\$ 70 - 95
Surveyor	\$ 75 - 85
Survey Technician	\$ 50 - 70
Environmental, Health, & Safety:	
Sr. Safety Specialist	\$110 - 120
Sr. Project Hydrogeologist	\$100 - 110
Safety Specialist	\$ 80 - 110
Environmental Project Scientist	\$ 80 - 110
Environmental Scientist	\$ 80 - 100
Environmental Specialist	\$ 55 - 85
Environmental Technician	\$ 60 - 85
Hydrogeologist	\$ 65 - 80
I.T. Consultant	\$ 70 - 105
Grant Writer / Community	\$ 80 - 120
Development Specialist	
Project Administrator	\$ 70 - 95
Project Assistant	\$ 64

Charges for expert testimony will be at a rate 1.5 times the standard hourly rate. Minimum 4 hours. Overtime hours charged at standard rates when Fehr Graham controls scheduling. Reimbursable Direct Expenses will be charged at Invoice cost + 15%.

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 5, 2018

AGENDA ITEM:	Motion to Approve Payment of \$1,212.50 for Engineering Services for Hoover Trail Pedestrian Bridge Consultation.
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CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
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PREPARED BY:	Redmond Jones II, City Administrator
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DATE:	February 28, 2018
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BACKGROUND:

Please see attached back ground information

STAFF RECOMMENDATION: Provide Feedback and Direction

REVIEWED BY CITY ADMINISTRATOR:
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COUNCIL ACTION:

MOTION BY:

SECOND BY:

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**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (TATS)

STATEMENT OF PROFESSIONAL SERVICES

City of West Branch
P.O. Box 218
West Branch, IA 52358

February 23, 2018

Project No: 368240

Invoice No: 3

Project Manager Dave Schechinger

Engineering services for Hoover Trail Pedestrian Bridge Consultation:

Professional Services from January 21, 2018 to February 17, 2018**Professional Personnel**

	Hours	Rate	Amount	
Engineer V	12.50	97.00	1,212.50	
Totals	12.50		1,212.50	
Total Labor				1,212.50
		Total this Invoice		\$1,212.50

Department _____

Vendor # _____

Account # _____

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Background Information

From: Dallas R. Schechinger
Sent: Tuesday, February 06, 2018 1:44 PM
To: David R. Schechinger <dschechinger@v-k.net>
Subject: West Branch - Pedestrian Bridge

Dave,

I met with Mr. Billings this morning to discuss the West Branch Pedestrian Bridge Project. We discussed the existing Flood Plain Permit for that location. The existing channel through that location use to run through the location where the lagoons are and the channel meandered through the area. When they regraded the site for the lagoons, they relocated the channel. The proposed channel shaping for that project is what that permit was based on. Essentially this means that the channel is to have a bottom width of 20' with 3:1 slopes. I will put this in the model and see if what it does for us, but I don't know how much good it will do us. I very much got the impression that the DNR will be very reluctant to permit this project as proposed. I don't necessarily disagree with them either. At the end of the day we are trying to place a bridge with numerous piers at a site that currently has no obstructions and make the claim that it will not create any rise in backwater.

I have the feeling that we need to talk to the City and discuss their options. If this particular structure is the most important factor to them, then perhaps we need to consider a different location. If the crossing location is the most important factor, then perhaps we need to consider a different structure.

I understand that the City had things setup such that this bridge would essentially be free, but unfortunately they got the cart in front of the horse on this one. FRA should not have led them so far down this path without a permit.

Let me know how you want to proceed.

Dallas R. Schechinger, P.E.



VEENSTRA & KIMM, INC.

3000 Westown Parkway

West Des Moines, Iowa 50266-1320

Office: (515) 225-8000

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 5, 2018	
AGENDA ITEM:	Resolution 1683 – A Resolution Approving the Contract for the 2017 Hoover’s Hometown Days Celebration in the Amount of \$25,000.00.
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Redmond Jones II, City Administration
DATE:	March 2, 2018

BACKGROUND:

This item was requested to be brought back to the City Council by City Councilperson Pierce, who was absent at the February 20th City Council Meeting. The Fire Works Display for Hoover Home Town Days has been under considerable discussion as this year’s budget constraints have raised question as to the best use of limited public funds

It has been decreased by \$15,000 in total from what was budgeted at \$40,000. With the cuts that have been made we were able to fund fireworks in the current budget year; however, the fireworks for FY 19 without budgeting for anticipated donations will have a \$9,000 deficit (unless donations are allowed to be place in separate fund).

STAFF RECOMMENDATION:	Approve Resolution / Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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RESOLUTION 1683

**RESOLUTION APPROVING VARIOUS CONTRACTS FOR THE HOOVER'S
HOMETOWN DAYS CELEBRATION IN THE AMOUNT OF \$25,000.**

WHEREAS, the City's premier event of the year is Hoover's Hometown Days. A day that the community recognize the talents and contributions of Our Nation's 31st President of the United States, Herbert Hoover; and

WHEREAS, the fiscal year 2018 – 2019 budget for Hoover's Hometown Days include funding for entertainment and services for the event; and

WHEREAS, J&M Displays, a firm that has provided this service to the City in the past, and have submitted a proposed service agreement in the amount of \$25,000 to provide a fireworks display in the Herbert Hoover National Historic Site. J&M Displays, also understands and is responsible for submitting all documentation required to gain a Special Use Permit from the National Park Service; which will be needed to provide a fireworks display in the National Park; 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 agreements are hereby approved. Further, the Mayor is directed to execute the agreements on behalf of the City.

Passed and approved this 5th day of March, 2018.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Clerk

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FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, 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 _____, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$25,000.00 _____ 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 4th _____, 2018 at approximately _____:_____ pm, weather permitting.

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

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

☒ 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 \$12,500.00 _____ 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 ½%) 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.

☒ \$12,500.00 _____ in full by June 1st, 2018 _____ (70 days prior to the event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

_____ \$ _____ in full by _____ (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Weather Delay/Cancellation. Buyers intending to postpone a display due to inclement weather should contact J&M Displays as soon as possible to keep postponement fees to a minimum.

The following postponement fees are applicable *only* if the display is re-scheduled in the same calendar year.

- Displays postponed prior to being picked up at the magazine for delivery incur no postponement fee unless there are new costs associated with permit changes or display set-up has occurred prior to product delivery.
- Displays postponed after they are in transit to the shoot site will be charged the full delivery fee.
- Displays postponed after set-up by the shoot team will be charged delivery fee and 1.5 times the shoot fee for hand-fired displays and double the shoot fee for E-fired displays.
- Display set-ups that are allowed to remain on site overnight after a postponement to the following day will incur a fee of eight-percent (8%) of the total display budget. This will cover 24-hour security watch of fireworks and additional labor hours of shoot crew.

Displays cancelled and NOT re-scheduled within the same calendar year will be charged thirty-percent (30%) of the total display budget. This fee will cover all labor associated with order processing, packing & shipping, display set-up if applicable and re-stocking fees.

** Displays cancelled due to circumstances beyond customers control, such as burn bans or other bans issued by the AHJ will be considered on a case by case basis.

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 _____ or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

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

X Seller agrees to provide, at its expense, general liability insurance 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. All entities listed on the certificate of insurance will be deemed an additional insured. 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, general liability insurance coverage with a rating by AM Best of A VIII or higher, 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. All entities listed on the certificate of insurance will be deemed an additional insured. 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: 
J & M Displays, Inc.
SELLER

BY: _____
BUYER

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



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 5, 2018
AGENDA ITEM:	Public Hearing – Adopting the Fiscal Year 2018-2019 Annual Budget.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Redmond Jones II, City Administrator
DATE:	March 2, 2018

BACKGROUND:

As provided by law our budget process has met the requirements of law.

[Notice of Public Hearing - Budget Estimate:](#) _____ (Form 631)

Publication requirements: "not less than 10 days nor more than 20 days *BEFORE* the *DATE* of the hearing". The day on which the hearing is held IS NOT used in the 10 and 20 calculation. Please allow appropriate time to comply with the code. If the publication does not meet this statutory requirement, the notice and hearing MUST be re-done, NO EXCEPTIONS. The budget is not compliant with IA Code section 384.16 unless this process is completed.

Note that one copy of a Proof of Publication/Affidavit of Posting MUST be sent to and verified by the county auditor. By statute, an auditor CANNOT levy property taxes until this proof has been provided. Iowa Code 24.10.

STAFF RECOMMENDATION:	Open Public Hearing / Close Public Hearing
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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(Form 631)

**NOTICE OF PUBLIC HEARING
BUDGET ESTIMATE**
FISCAL YEAR BEGINNING JULY 1, 2018 - ENDING JUNE 30, 2019

City of West Branch, Iowa

The City Council will conduct a public hearing on the proposed Budget at 110 N Poplar, West Branch, IA
on 3/5/2018 at 7:00 p.m.

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 . . . 13.09246

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

Redmond Jones II
City Clerk/Finance Officer's NAME

		Budget FY 2019	Re-est. FY 2018	Actual FY 2017
		(a)	(b)	(c)
Revenues & Other Financing Sources				
Taxes Levied on Property	1	1,737,833	1,635,553	1,613,353
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	1,737,833	1,635,553	1,613,353
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	406,058	250,000	152,449
Other City Taxes	6	196,570	196,308	271,648
Licenses & Permits	7	39,500	41,897	25,159
Use of Money and Property	8	7,000	4,150	19,289
Intergovernmental	9	1,384,539	645,407	597,068
Charges for Services	10	1,092,375	1,082,074	1,041,547
Special Assessments	11	0	0	0
Miscellaneous	12	36,250	40,910	148,647
Other Financing Sources	13	165,000	4,200,000	1,894,327
Transfers In	14	870,185	828,159	889,326
Total Revenues and Other Sources	15	5,935,310	8,924,458	6,652,813
Expenditures & Other Financing Uses				
Public Safety	16	761,642	1,334,740	592,082
Public Works	17	396,053	475,000	467,682
Health and Social Services	18	0	0	0
Culture and Recreation	19	626,113	644,765	610,792
Community and Economic Development	20	66,960	87,770	655,123
General Government	21	186,341	193,317	273,886
Debt Service	22	1,063,762	741,571	532,538
Capital Projects	23	4,747,000	1,000,000	1,716,035
Total Government Activities Expenditures	24	7,847,871	4,477,163	4,848,138
Business Type / Enterprises	25	740,136	1,244,435	669,566
Total ALL Expenditures	26	8,588,007	5,721,598	5,517,704
Transfers Out	27	870,185	828,159	889,326
Total Expenditures/Transfers Out	28	9,458,192	6,549,757	6,407,030
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out				
	29	-3,522,882	2,374,701	245,783
Beginning Fund Balance July 1	30	4,972,864	2,598,163	2,352,380
Ending Fund Balance June 30	31	1,449,982	4,972,864	2,598,163

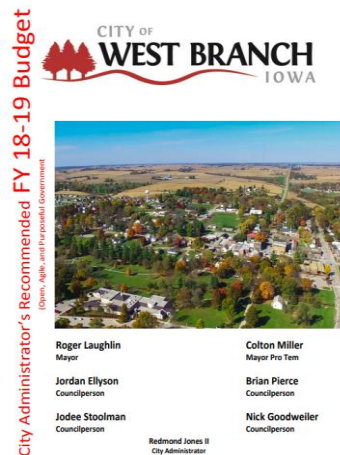
REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 5, 2018
AGENDA ITEM:	Resolution 1691 – Adopting the Fiscal Year 2018-2019 Annual Budget.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Redmond Jones II, City Administrator
DATE:	March 2, 2018

BACKGROUND:

As provided by law our budget process has met the requirements of State law. The final fiscal year 2018 -2019 annual budget set forth in the budget summary and certification of taxes and in the detailed budget in support thereof showing revenue estimates and appropriation and allocation of programs for said fiscal year are presented for adoption. Once approved the “City Administrator’s Recommend Budget” will be replaced with the “2018 – 2019 Annual Budget”.

Access to On-line Budget:



<http://westbranchiowa.org/wp-content/uploads/2018/02/CityAdministratorsRecommendedFY19Budget.pdf>

STAFF RECOMMENDATION:	Approve the Resolution / Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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RESOLUTION 1691

**A RESOLUTION ADOPTING THE FISCAL YEAR 2018-2019,
ANNUAL BUDGET.**

WHEREAS, the purpose of a budget is to Plan, Coordinate, Control and Motivate through the allocation of resources; and

WHEREAS, in the City of West Branch the budgeting process is an important tool for monitoring organizational performance and gauging revenues; and

WHEREAS, the annual budget abides by all state laws and requirements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa: the final fiscal year 2018-2019 annual budget as set forth in the budget summary and certification of taxes and in the detailed budget in support thereof showing revenues estimates and appropriation expenditures and allocations to programs for said fiscal year is adopted.

Passed and approved this 5th day of March 2018.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 5, 2018
AGENDA ITEM:	Resolution 1692 – A Resolution Approving a Professional Services Agreement to perform construction engineering services for College Street Bridge Replacement Project.
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Redmond Jones II, City Administrator
DATE:	March 1, 2018

BACKGROUND:

The final design for the College Street Bridge Replacement Project has been completed. This Supplemental Agreement for Phase IV Construction Engineering is submitted in accordance with the provisions of our current Professional Services Agreement dated January 28, 2016 and your request for Veenstra & Kimm, Inc. to perform construction engineering services. This project is expected to start this calendar year.

STAFF RECOMMENDATION:	Approve the Resolution / Move to Action
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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RESOLUTION 1692

**RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT TO
PERFORM CONSTRUCTION ENGINEERING SERVICES FOR COLLEGE
STREET BRIDGE REPLACEMENT PROJECT.**

WHEREAS, the City of West Branch is interested in having strong infrastructure and having safe modes of transportation; and

WHEREAS, the final design for the College Street Bridge Replacement Project has been completed; and

WHEREAS, the Supplemental Agreement for Phase IV Construction Engineering was submitted in accordance with the provisions of our current Professional Services Agreement with Veenstra & Kimm, Inc. dated January 28, 2016; and

WHEREAS, it was at the City's request for Veenstra & Kimm, Inc. to perform construction engineering services.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa: authorize and direct the execution of a professional services agreement to perform construction engineering services for College Street Bridge Replacement Project.

Passed and approved this 5th day of March 2018.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk

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VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

February 7, 2018

Redmond Jones II
City Administrator
City of West Branch
110 N. Poplar Street
P.O. Box 218
West Branch, Iowa 52358

WEST BRANCH, IOWA
SUPPLEMENTAL AGREEMENT NO. 3 – PHASE IV, BID AND CONSTRUCTION
ENGINEERING SERVICES
COLLEGE STREET BRIDGE REPLACEMENT PROJECT
PROJECT NO. BROS-8252(605)-8J-16
FHWA NO. 012380

Final design for the College Street Bridge Replacement Project has been completed. This Supplemental Agreement for Phase IV Construction Engineering is submitted in accordance with the provisions of our current Professional Services Agreement dated January 28, 2016 and your request for Veenstra & Kimm, Inc. to perform construction engineering services. This project is scheduled to be let through the Iowa DOT on April 17, 2018.

Our estimated Phase IV bid and construction engineering services included with the scope of this Supplemental Agreement are defined on the attached staff hour estimate. These hours only include time for the work associated with the contributory portion of the project. Hours and tasks to complete construction engineering for the non-participating portion of the pavement along College Street and 2nd Street are not included with this Supplemental Agreement.

Our bid phase services will include, but may not be limited to; answering any questions relayed to us from the Iowa DOT Office of Contracts, providing City staff a tabulation of bids received, assisting the City with execution of the construction contract, and securing an NPDES storm water discharge permit from the Iowa DNR. Our construction phase services will include, but may not be limited to; arranging and leading a preconstruction meeting, ongoing private utility company relocation coordination, providing on-site construction observation, reviewing shop drawing submittals, preparing partial payment applications, documenting the construction materials used in the project, and providing

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February 7, 2018

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the field testing required by the governing specifications. In addition, we will maintain the construction records for a required post construction audit by the Iowa DOT.

We propose to perform the Phase IV services at our hourly rates current at the time these services are performed plus actual expenses, all in conformance with Section 4.7 of our Agreement for Preliminary Engineering. The cost for Phase IV bid and construction engineering will not exceed a budgeted amount of \$148,470.00 without further authorization as summarized in Attachment A. Our invoices will include our direct expenses including any specialized field and material testing performed by our subconsultants. In addition the City may be invoiced directly by the DOT for material testing and certification performed by their staff.

The actual amount of engineering services required during construction by Veenstra & Kimm, Inc. and our subconsultants will ultimately be determined during the construction period. There are several factors which will impact this effort as there are inherent risks in all construction projects. Budgeted fee amounts, hours and scope of services for this project have been based on our previous experience on recent and similar projects. The actual start date, skill and quality of the bridge contractor and subcontractors, and the amount of poor weather during the construction period are just a few of the factors which will directly impact how construction of the project proceeds and ultimately, the amount of effort required and efficiency by Veenstra & Kimm, Inc. and our subconsultants in providing these services.

All provisions of the original Agreement remain in effect except as modified by previously approved Supplemental Agreements 1 and 2 and this Supplemental Agreement No. 3. Please review this proposal and, if it is acceptable, obtain the required signatures on all five copies, forward three copies to Kent Ellis, the Iowa DOT District 6 Local Systems Engineer for his signature, and return one signed and dated copy to us. The final copy is for your records.

If you have any questions or comments concerning this Supplemental Agreement, please contact us at 1-800-241-8000.

VEENSTRA & KIMM, INC.



Lawrence J. Spellerberg, P.E.
Project Manager

0-03

Enclosure

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February 7, 2018
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APPROVED FOR THE CITY OF WEST BRANCH:

Redmond Jones II
City Administrator

Date _____

IOWA DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION

ACCEPTED FOR FHWA AUTHORIZATION:

Kent L. Ellis, P.E.
District 6 Local Systems Engineer

Date _____

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VEENSTRA & KIMM, INC.
CONSULTING ENGINEERS

ATTACHMENT A: STAFF HOUR ESTIMATE/HOURLY RATE FEE PROPOSAL WORKSHEET

PHASE IV - BID AND CONSTRUCTION ENGINEERING SERVICES

College Street Bridge Replacement, FHWA No. 012380, PN. BROS-8252(605)-BJ-16

02/07/18

STAFF HOUR ESTIMATE							
PHASE IV - BID AND CONSTRUCTION ENGINEERING SERVICES							
TASK	Engineer I-A	Engineer I-C	Engineer V	Tech V	Drafter I	Clerical I	Total
Assume 1 Month Up Front, 120 Working Days (8 Months), 3 Months Project Close Out.							
Specific Defined Items for Office Staff							
Respond to RFIs		12.0	8.0		4.0		24
Coordinate NPDES Permit		2.0	4.0				6
Coordinate and Attend One Preconstruction Conference	2	8.0	8.0				18
Shop Drawing, Testing, and Material Certification Review		16.0	38.0			4.0	58
Attend Monthly On Site Progress Meetings (6)			60.0				60
Additional Construction Site Visits (6)			60.0				60
Prepare Change Orders		4.0	16.0			4.0	24
Coordinate Private Utility Relocations			8.0				8
Coordinate Contractor Claims/Disputes	2	4.0	16.0				22
Final Punch List (1)		4.0	16.0				20
2 Abutment Pours (2 Trips)			20.0				20
2 Pier Pours (2 Trips)			20.0				20
Deck Pour Setup (1 Trip)			10.0				10
Deck Pour (1 Trip)			10.0				10
Non Defined Time by Office Staff							
Resident Engineering From Office (20 Hr/Month for 1 Month Project Start Up)			20.0				20
Resident Engineering From Office (40 Hr/Month for 8 Month Construction)			240.0				240
Resident Engineering From Office (20 Hr/Month for 3 Month Project Close Out)			60.0				60
V&K Construction Inspector							
From Office (20 Hr/Month for 1 Month Project Start Up)				20.0			20
On Site/Full Time for 8 Month Construction)				1,000.0			1,000
From Office (20 Hr/Month for 3 Month Project Close Out)				60.0			60
Phase IV Estimated Hours Subtotal	4.0	60.0	614.0	1,080.0	4.0	8.0	1,760.0
Hourly Rate	\$166.00	\$148.00	\$97.00	\$60.00	\$92.00	\$35.00	
Phase IV Estimated Salary Subtotal	\$664.00	\$7,400.00	\$59,558.00	\$64,800.00	\$368.00	\$680.00	\$133,470.00
Expenses							
Mileage							\$2,880.00
Mileage							\$1,920.00
Material Testing and Reporting (Terracon)							\$15,000.00
ESTIMATED PHASE IV TOTAL							\$148,470.00

Staff hour estimate figures provided are grouped into generalized work categories, and are used as a basis for estimating total engineering effort for the project. No guarantee is intended or implied that the staff hours actually expended for individual items, individual tasks, or individual employee categories will be exactly as shown on this staff hour estimate. Should conditions and circumstances occur during construction of the project which are different than our assumptions at this time, we will request additional fee authorization as necessary to complete the construction phase services.

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: March 5, 2018	
AGENDA ITEM:	Resolution 1694 – Fixing a Date for Public Hearing: to Dispose of an interest in real property to Croell Inc. (Croell Land Swap).
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Redmond Jones II, City Administrator
DATE:	March 1, 2018

BACKGROUND:

Said public hearing shall be to consider the intent of disposing of the City's interest in the Lot A of Lot 4, according to the Plat of Survey recorded in Book J, page 212, Records of the Cedar County Recorder's Office in West Branch, Cedar County, Iowa in West Branch, Cedar County, Iowa

STAFF RECOMMENDATION: Approve Resolution
REVIEWED BY CITY ADMINISTRATOR:
COUNCIL ACTION:
MOTION BY:
SECOND BY:

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RESOLUTION 1694

**ORDERING NOTICE OF PUBLIC HEARING ON INTENT
TO DISPOSE OF AN INTEREST IN REAL PROPERTY TO
CROELL INC.**

WHEREAS, the City and Croell, Inc., previously entered a Land Exchange Agreement, dated May 2, 2016, whereby the Croell would move its current operations on Main Street to a location adjacent to Fawcett Drive owned by the City and Croell would convey its current land to the City; and

WHEREAS, Croell is finalizing its move to the new location; and

WHEREAS, Section 364.7 of the Code of Iowa requires a public hearing prior to the disposal of an interest in real property,

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that a public hearing will be held at 7:00 o'clock pm on Monday, March 19, 2018 at City Hall. Further, the Deputy City Clerk is hereby directed to publish a public hearing notice in the West Branch Times as required by law.

Passed and approved this 5th day of March, 2018.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, Deputy City Clerk

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE:	March 5, 2018
AGENDA ITEM:	Resolution 1693 – A Resolution Approving a Variance for Street Width in the Meadows subdivision – Part 3B
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Redmond Jones II, City Administrator
DATE:	March 1, 2018

BACKGROUND:

The final design for the College Street Bridge Replacement Project has been completed. This Supplemental Agreement for Phase IV Construction Engineering is submitted in accordance with the provisions of our current Professional Services Agreement dated January 28, 2016 and your request for Veenstra & Kimm, Inc. to perform construction engineering services. This project is expected to start this calendar year.

STAFF RECOMMENDATION:	Approve Resolution
REVIEWED BY CITY ADMINISTRATOR:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

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RESOLUTION 1693

**A RESOLUTION APPROVING A VARIANCE FOR STREET WIDTH IN THE
MEADOWS SUBDIVISION - PART 3B**

WHEREAS, KLM Investments, Inc. ("KLM"), is the owner of that certain parcel of real estate generally referred to as the Meadows Subdivision; and

WHEREAS, KLM has submitted a preliminary plat for the Meadows Subdivision – Part 3B, West Branch, Iowa; and

WHEREAS, in accordance with the City's subdivision regulations, street right-of-way widths for collector streets are 66 feet wide with 34-feet of pavement and 5-foot sidewalks; and

WHEREAS, KLM Investments, Inc. is requesting a variance to allow them to install Dawson Drive as a 31-foot wide street; and

WHEREAS, the City's subdivision regulations also state that in the case of a particular proposed subdivision, it can be shown that strict compliance with the requirements of this chapter would result in extraordinary hardship to the subdivider, because of unusual topography or other conditions, the Council may vary, modify or waive the requirements so that substantial justice may be done and the public interest secured. Provided, however, such variance, modification or waiver will not have the effect of nullifying the intent and purpose of this chapter. In no case shall any variance or modification be more than minimum easing of the requirements, and in no instance shall it be in conflict with any zoning ordinance and such variances and waivers may be granted only by the affirmative vote of four-fifths (4/5) of the members of the Council, and must conform to Zoning Ordinance and State Code regarding granting of variances by the Board of Adjustment; and

WHEREAS, it is now necessary for the City Council to formally approve said variance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the aforementioned variance be and the same is hereby approved.

* * * * *

Passed and approved this 5th day of March, 2018.

Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Administrator/Clerk

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