



**CLINTON CITY COUNCIL
COMMITTEE OF THE WHOLE**

August 4, 2015

CITY HALL COUNCIL CHAMBER

**PLEDGE:
ROLL CALL:**

- 1. Airport Update – Mike Nass**
- 2. Water Shut-off Follow-up – Jessica Kinser/Anita Dalton**
- 3. Memorandum of Agreement with Augustana College – Jessica Kinser**
- 4. Mayor & Council Member Updates**

ADJOURN

Committee of the Whole Summary Sheet

August 4, 2015

1. Airport Update

Mike Nass will be at the meeting to provide the Council an update on the Airport operations.

ACTION REQUESTED

No action requested at this time.

2. Water Shut-off Follow-up

Counsel and staff have prepared an ordinance and a policy for the Council to review related to the Water Shut-off Agreement with Iowa American.

ACTION REQUESTED

To the ordinance and policy to the August 11th Council meeting.

4. MOA with Augustana College

Augustana College has presented a Memorandum of Agreement formalizing the partnership between them and the City for the 2015-16 academic year. This also formalizes the \$15,000 contribution as part of the agreement. Legal counsel has reviewed and suggested minor changes which have been incorporated into the draft in the packet.

ACTION REQUESTED

Move the agreement forward for approval to August 11th Council meeting



2000 S 60th St Clinton, IA 52732
(563)242-3292

July 30, 2015

Mark Vulich, Mayor
City Council
City of Clinton
611 South 3rd Street
Clinton, IA 52732

Mayor, Mark Vulich and City Council members:

On behalf of the Clinton Municipal Airport I want to thank the City of Clinton for the support the Airport has received. I would like to give you an update on what is currently happening at the Airport and the opportunity to grow the Airport.

With the completion of the new Terminal and Hangar we have received many compliments on how nice the new facility is and on how this facility shows commitment the community has towards economic development. Since the completion of the new hangar we have two Jet's based at the airport which has increased the fuel sales significantly compare to previous years. Jet fuel sales have tripled in the past three years with an annual total of 25,423 gallons in FY13 to 76,383 gallons in FY15. I'm also working with a potential client to bring an additional one or two jets to Clinton to increase the usage of the hangar.

Currently the airport is staffed with me as the only full-time employee and several part time employees. One of the key part time employees that works three days per week will retire at the end of September. With his retirement it will be very hard to find a qualified and reliable part-time employee to replace him, this is why the Airport Commission decided it would probably be in the best interest for the airport to hire another full-time employee. This will be an hourly position that will report to the airport manager and be trained to assist the airport manager with daily operations and oversee airport activities if the airport manager is absence.

With the current General Fund contribution by the City of Clinton and current fuel sales at the airport this full-time position should be able to be paid for within the current Airport Budget. At this time we think that this position should be paid \$17.11 per hour starting pay with increases up to \$21.77 per hour. The annual cost would be between \$62,200 and \$73,400 respectively.

The continued support provided by the City Council for airport operations will be beneficial to grow the Airport in the future.

Sincerely,

Michael F. Nass
Airport Manager



City Administrator

Phone: 563-242-2144 Fax: 563-244-3426
611 South Third Street
P. O. Box 2958
Clinton, IA 52733-2958
www.ci.clinton.ia.us

To: Mayor Vulich and the City Council
From: Jessica Kinser, City Administrator
Date: July 30, 2015
RE: Water Shut-off Follow-up

Following the discussion of the proposed agreement with Iowa American for water shut-off services, a draft ordinance and a draft policy are attached with this memo. Each item would need to be adopted in order for the program to go into effect.

I would also like to discuss the desire of staff to move forward with all three readings and adoption of the draft ordinance at the August 11th City Council meeting. This would enable all three items to be considered at one meeting. While this could be seen as limiting or hindering public comment, this will actually kick-off a public meeting campaign prior to any of the initial letters being sent. As you recall, this was a recommendation of the Water Shut-off Taskforce, and is one that we as staff felt necessary to try and reach additional people through other means than radio or newspaper. Meetings are proposed to occur during the weeks of August 24th to 28th and August 31st to September 4th. Locations and exact dates have not been determined, but would be set following approval of the agreement, ordinance, and policy.

If all items are acceptable, I respectfully ask that they be moved to the next City Council meeting on August 11th for adoption.

ORDINANCE NO.

**AN ORDINANCE AMENDING CHAPTER 52, SEWERS, WITH THE ADDITION OF 52.092A,
DISCONNECTION OF WATER SERVICE FOR NONPAYMENT, OF THE CODE OF
ORDINANCES OF THE CITY OF CLINTON, IOWA**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLINTON, IOWA:

Section 1. Purpose. The purpose of this Ordinance is to amend Chapter 52, Sewers, to set forth the City of Clinton's ability to contract with a public water supply to disconnect water service for delinquent sewer charges.

Section 2. Amendment. The Code of Ordinances of the City of Clinton, Iowa is amended by adding the following language:

52.092A DISCONNECTION OF WATER SERVICE FOR NONPAYMENT

(1) Notice. The Finance Department shall notify each delinquent customer that service will be discontinued if payment of the sewer account, including late payment charges, is not received by the date specified in the notice of delinquency. Such notice shall be sent by ordinary mail to the customer in whose name the delinquent charges were incurred and shall inform the customer of the nature of the delinquency and afford the customer fourteen (14) days' notice to request a hearing prior to the discontinuance. Failure of a customer to request a hearing within the allotted time shall constitute a forfeiture of the right to a hearing.

(2) Notice to Landlords. If the customer is a tenant, and if the owner or landlord of the property or premises has made a written request for notice, the notice of delinquency shall also be given to the owner or landlord.

(3) Hearing. If a hearing is requested within the fourteen day timeframe referenced in subsection 1, the Finance Director shall schedule, within five calendar days after the request, or as soon thereafter as practicable, an informal hearing at which the customer may submit relevant evidence concerning the amounts owed. Testimony and documentation submitted by the customer may be limited to evidence concerning any alleged errors in the amount owed and the identity of the person owing the billed amounts. All hearings will be audio recorded. If the Finance Director finds that disconnection is supported by the evidence, then such disconnection shall be made, unless payment has been received.

(4) Fees. Fees for disconnection of water service and reconnection of said service shall be established through a resolution of the City Council in accordance with an agreement with Iowa American Water for the discontinuation of water services for a delinquent account.

(Iowa Code § 384.84 and §476.20)

Section 3. Repealer. All other sections of this Ordinance in conflict with these provisions shall be repealed.

Section 4. Severability. If any section, provisions or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall have no effect on the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

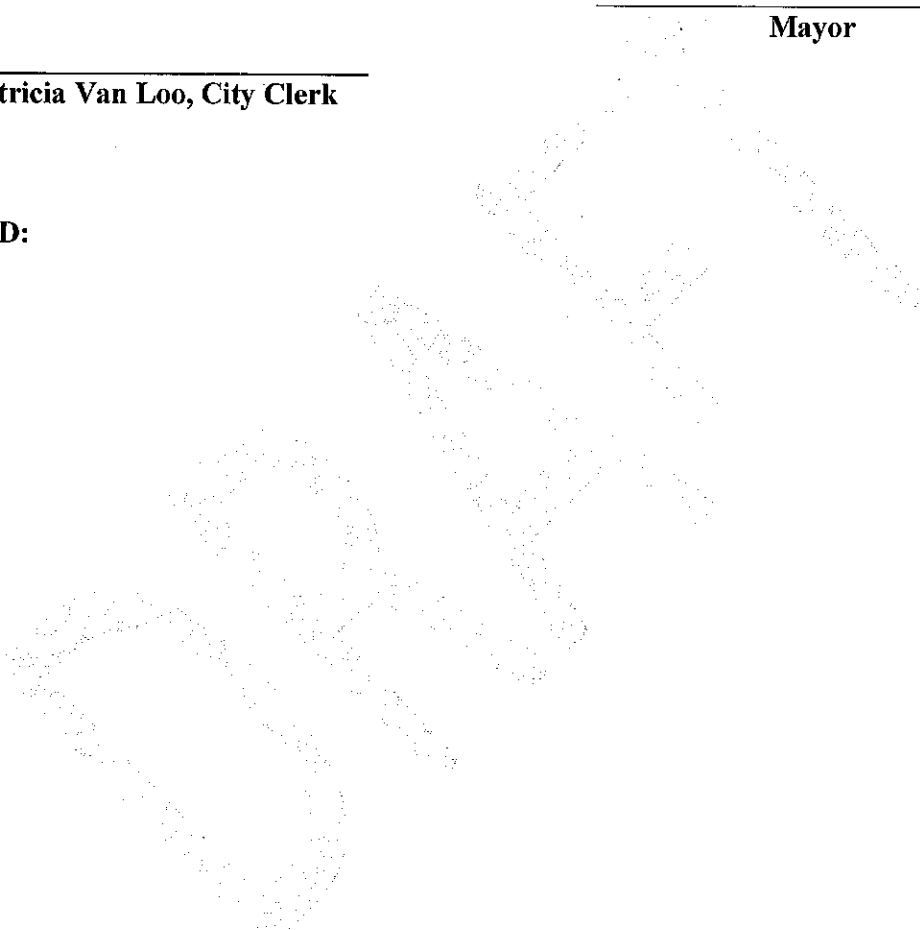
Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its adoption and publication as provided by law.

Mayor

Attest:

Patricia Van Loo, City Clerk

ADOPTED:



City of Clinton Water Shut-off Policy

Purpose

In order to ensure timely payment of charges for sewer service, the City, with Iowa American Water, will disconnect water service for delinquent accounts. This action will help reduce revolving accounts receivable balances and revenue billed is recovered as close as possible to the billing period.

Definitions

Delinquent Account

An account that is 120 days past due or has a balance of \$500 more than 60 days past due.

Disconnect/Reconnect Fee

A fee of \$46 charged to the City of Clinton by Iowa American Water Company for the disconnection and reconnection of water service.

MFT Site

An online portal owned and operated by Iowa American Water Company. Managed File Transfer (MFT) refers to software or a service that manages the secure transfer of data from one computer to another through a network.

Policy

A delinquent sewer account is eligible for the disconnection of the water service. The Finance Department will work with accountholders prior to the disconnection notification process commencing to make arrangements for payment. Once the disconnection notification process has begun, as noted in the procedure below, no payment arrangements other than payment in full will be offered.

The owner or landlord of a property will be notified of delinquency related to the property if a written request for notice has been made.

The City of Clinton, in conjunction with Iowa American Water Company (IAWC), will hold a public meeting every six months.

Procedure

The City of Clinton Finance Department will send a notification letter via Certified mail to the customer that is eligible for shut-off due to non-payment of the City's sewer treatment charges. The letter will reference the past due sewer balance as the reason for disconnection. The accountholder will receive a second letter that will reference any solid waste charges that are past due, and will advise the account holder that the solid waste charges will be sent to collection and/or service will be suspended. If the landlord has requested notice in writing, the landlord will be notified of the delinquency at the same time.

Upon request of the accountholder within 14 days of the mailing of the letter, the Finance Director will schedule a hearing within 5 days of the request to hear evidence of alleged errors in the billing. If no errors are found, the disconnection process shall continue.

The Finance Department will wait 5 days after mailing of the disconnection notifications for payment in full to be made. If no payment is made, Finance staff will then upload the account for disconnection to the IAWC MFT Site. Upon completion of the City's MFT upload, an auto generated Disconnect Letter will be generated from the IAWC system and sent to the customer by the next business day.

The account will have 12 days, excluding holidays and weekends, to submit payment before the actual disconnection. After the 12-day period has passed, the City will upload the unpaid customer to the MFT Site. The landlord will be notified in writing of this action with the intended disconnection date. IAWC shall, within 20 days of the upload, send an employee to terminate the water service. A City employee must accompany the IAWC employee on the disconnection. Disconnections will occur on Tuesdays. The City employee who accompanies IAWC personnel will leave a door hangar at the property that provides the phone number for the City of Clinton Finance office. If there is a solid waste balance that is due, the City employee will also confiscate the solid waste & yard waste containers.

On the Monday prior to disconnection days, Finance Department personnel will provide a list of eligible disconnections to Building and Neighborhood Services for review as rental property. If the property is a rental dwelling, the City employee will placard the building, ordering the property to be vacated within 15 days.

Following the disconnection of services, Finance Department personnel will post a "MISC" charge to the customer's account for the \$46 disconnect/reconnect fee as charged by IAWC.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF CLINTON, IOWA
AND
AUGUSTANA COLLEGE**

This Memorandum of Agreement ("MOA") is being entered into between the City of Clinton, an Iowa municipality, and the Augustana College, a private non-profit education institution located in Rock Island, Illinois.

WHEREAS, the City of Clinton provides a variety of services, programs and infrastructure to meet the needs of City of Clinton area residents, businesses and visitors; and

WHEREAS, to better serve the community, the City of Clinton proactively pursues collaborative relationships and potential grant opportunities to address known redevelopment, economic development, public health, transportation, environmental and parks planning, and general planning needs, subject to available staff time and funding; and

WHEREAS, the Augustana College Upper Mississippi Center for Sustainable Communities ("UMC") selects one community in the region with which to develop a year-long partnership through its Sustainable Working Landscape Initiative ("SWLI") Augustana College has committed to work with the City of Clinton to create community-driven, project-based experiential learning opportunities for students related to real-world economic, social, and environmental challenges facing communities; and

WHEREAS, the parties desire to engage in a collaboration of faculty and students from multiple academic disciplines, including business, accounting, history, communication, biology, environmental studies, political science, geography, public health, sociology, anthropology, library sciences, and other disciplines;

WHEREAS, the SWLI is funded through a variety of grant resources, Augustana College revenue sources, and a match from the selected community.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Term.

This MOA shall become effective upon the date of the last signature of all the parties hereon, and shall continue until June 30, 2016, with an option to extend for an additional 2 months if mutually agreed upon in writing pursuant to Section 7 herein, unless earlier terminated as provided in Section V of this MOA.

II. Selection of Projects/Scope of Work.

The City of Clinton and Augustana College acknowledge that certain preparatory work has already been initiated in anticipation of execution of this MOA (provision of in-kind services but no direct expenditure of funds). This MOA addresses the commitment of additional in-kind services and potential future expenditures on the overall project.

- A. Selection of Projects.** Clinton City Administrator Jessica Kinser, with appropriate City staff, will identify a minimum of ten (10) projects for potential collaboration. The parties will mutually determine which of the projects will be undertaken and will collaboratively design a Scope of Work for each project, as described in Section B below (the "Project" or "Projects"). It is anticipated that the parties will undertake approximately 10-15 projects during the term of this MOA.
- B. Scope of Work.** No Project may be undertaken without an executed Scope of Work. The Scope of Work for each Project shall:
- a. include a description of the purpose of each Project;
 - b. identify Project objectives and deliverables;
 - c. establish a timeline and major milestones;
 - d. identify the faculty members and City staff assigned to the Project; and

Each Scope of Work shall be signed by an authorized representative of each party and may be amended only in a writing signed by each party's authorized representative. The authorized representative for the City of Clinton is Jessica Kinser or other such individual as she may designate in writing. The authorized representative for Augustana College is Michael Reisner, UMC Director.

III. Responsibilities of Augustana College.

- A.** Michael Reisner, Director of the Augustana College, in collaboration with Jessica Kinser, will match selected Projects to courses and professors or instructors, consistent with the Scope of Work for each Project. Augustana College will prepare and provide final reports and student-generated materials in electronic and paper format to Jessica Kinser. The final reports will include any specific deliverables laid out in the Scope of Work, and may include a summary of the coursework, key findings, examples of student work, ideas and concepts related to the Project's subject matter, and recommendations related to the Project.
- B.** Augustana College will coordinate a kick-off event for each academic term and one event to conclude the 2015-2016 academic year to involve Augustana College faculty and students and City of Clinton officials, staff, and community members.

- C. Augustana College, in collaboration with the City of Clinton, will prepare a communications plan and publicity materials (including a SWLI website, Facebook, and Twitter account) describing the SWLI and related Projects.
- D. Augustana College will dedicate a 0.50 FTE SWLI Program Manager, 2 SWLI Student Fellows (each fellow working 8-10 hrs per week), and 0.25 FTE of the UMC Director's time to the partnership. These staff commitments will provide at least 30 hours per week of staff time and resources to enable smooth coordination and communication between the City of Clinton and Augustana on each Project.

IV. Responsibilities of City of Clinton.

- A. The City of Clinton will provide to the Augustana College faculty or instructor and his or her students any technical assistance and information necessary to complete the Projects including, but not limited to, existing data sets and previously prepared reports, findings, plans and maps, and stakeholder or public engagement activity summaries. To the extent possible, the City of Clinton will also host necessary student field trips in an effort to provide a context for each Project.
- B. When materials are needed for a Project and have been agreed to in advance in the Scope of Work, the City of Clinton will provide those materials prior to the start of the academic term in which the Project will be completed. Funding from other private for profit and non-profit entities may be pursued and identified to support each project at the City's discretion with required City approvals.
- C. The City of Clinton will compensate Augustana College for the performance of its obligations as specified in each Project SOW. The compensation will be provided as a \$15,000 payment made no later than August 24, 2015. The City of Clinton shall not be responsible for any other materials, supplies, equipment, office space, and other things necessary for the completion of the collective Projects unless expressly described in a SOW for a particular Project.
- D. The City of Clinton will participate in kick-off events, mid-course and end-of-course reviews of student progress, and year-end activities.
- E. The City of Clinton will assist in organizing stakeholders and/or public engagement activities as necessary to support each Project, as described in each Project's Scope of Work. The City of Clinton may involve select committed public partners as well as private for-profit and nonprofit entities in the SWLI subject to Augustana College's approval.
- F. The City of Clinton will dedicate at least 6 hours per week of staff time and resources to the SWLI to enable smooth coordination and communication between the City of Clinton and Augustana College on each Project.

V. Termination of the Agreement.

This MOA may be terminated at any time by written mutual consent of the parties. Any termination shall not be effective until the end of the academic term in progress, and the parties shall continue to proceed with their obligations in good faith until that time.

VI. Amendments.

This MOA may not be amended except upon the written agreement of the parties.

VII. Ownership of Work Product.

Each party shall retain ownership of its own work product. Each party hereby grants to the other parties a non-exclusive, royalty free, worldwide perpetual license to use, copy, and distribute any work product of and information provided that party pursuant to this MOA for any lawful purpose.

VIII. Liability.

These Projects will be completed by Augustana College students through project-based experiential learning experiences in existing courses. Students working on such projects will be covered by Augustana College's liability insurance. Augustana hereby agrees to release and hold harmless the City of Clinton and all officers, employers, or agents from liability, incidents, work injury claims under Chapters 85 and 86, Iowa Code, damages, and claims caused by Augustana College's negligence in the course of Augustana College's performance of this Agreement, with the exception of any claims based on the gross negligence of parties to this MOA. The City of Clinton hereby agrees to release and hold harmless Augustana College and all its officers, employers, or agents, from liability, incidents, work injury claims under Chapters 85 and 86, Iowa Code, damages, and claims caused by the City of Clinton's negligence in the course of city's performance of this Agreement, with the exception of any claims based on the gross negligence of parties to this MOA

IX. Notice.

Any notice required or authorized to be given to the City of Clinton shall be sent, via first class mail, to Jessica Kinser, Administrator, City of Clinton, 611 South 3rd Street, Clinton, IA 52732.

Any notice required or authorized to be given to Augustana Colleges shall be sent, via first class mail, to Michael Reisner, UMC Director, 639 38th Street, Augustana College, Olin Hall Room 318, Rock Island, IL 61201.

VIII. Access to Records.

Each party to this MOA shall have access to the other party's documents, investigative reports, papers, and other records which are directly pertinent to this MOA for the purposes of making financial, maintenance, or regulatory audit.

IX. Entire Agreement.

This MOA sets forth the entire understanding between the parties with respect to the subject matter of this MOA, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the execution of which having been first duly authorized according to law.

Mark Vulich,
Mayor, City of Clinton

Date

Michael D. Reisner
Director of Augustana College Upper Mississippi
Center for Sustainable Communities

Date
