



To: City Council Infrastructure Committee  
From: Kevin Vrhoticky – Public Works Dept  
Timothy Roach, AIA – Shive-Hattery  
Subject: Downtown Walkway from the Convention Center Ramp to US Bank  
Date: March 1, 2016

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**Background:**

This project is seen by the City as a critical component of the final leg of the skywalk system connecting the Downtown to the Convention Complex.

**Project Description:**

This project includes two corridor structures. The main structure is a new ramped platform structure in the alley way between the Theater Cedar Rapids and US Bank. It is raised above the alley on concrete columns while maintaining sufficient clearance for service vehicles in the alleyway. It begins at the US Bank 2nd floor lobby and runs east over the alley ramping up and connecting to the third level of the Convention Center Parking Garage. This walkway is designed to modern building and fire codes, and is structurally designed to allow for a possible future connection at third street SE to the theatre building. It also includes a slightly cantilevered glass bay over the third street sidewalk which will make the space more inviting and create views of the theatre building and street, and complement the theater building. The second leg includes an infill structure within the existing Convention Center Parking Garage, and three small mechanical rooms supporting three zones. The enclosed corridor on the third floor of the Convention Center Parking Garage will terminate on the northwest corner of the parking garage. A section of the skywalk will be through the open air garage along the north side of the parking garage (1st Ave SE). The new skywalk is designed to connect to a future addition which will connect to the connection to the Convention Center Ramp, and possibly the Theater Cedar Rapids Building. This structure will be enhanced with two sets of store front windows to add daylight, provide views to future artwork, and add an inventing sense of openness and security. Both structures will include modest low maintenance interior and exterior finishes, and will be energy efficient. It is intended that with the addition of artwork and accent lighting in the future, the spaces will invite the increased use of the facility while expanding upon the downtown brand and visitor experience.

**Update:**

The project is currently in the final stage of design and the development of construction bid documents. The project design, schedule and probable cost range will be presented at the meeting. This project is partially funded through the MPO and is proceeding through the IDOT bid letting schedule.

**Requested time on agenda:** 15 min



City of Cedar Rapids

## Downtown Walkway from the Convention Center Ramp to US Bank



## Infrastructure Committee Mtg.

**SHIVEHATTERY**  
ARCHITECTURE+ENGINEERING

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March 1, 2016  
4:00 PM

# Project Background

*This project is seen by the City as essential new component of the existing skywalk system in connecting the US Bank ramp to the Convention Center Ramp, connecting the Downtown to the Convention Center Complex.*



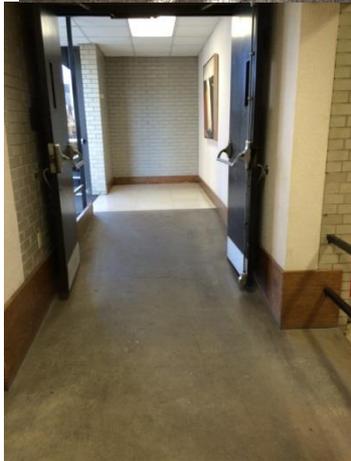
Connecting the U.S. Cellular Center to US Bank  
Cedar Rapids Skywalk Project



# Existing Conditions/Views



Garage looking towards Alley

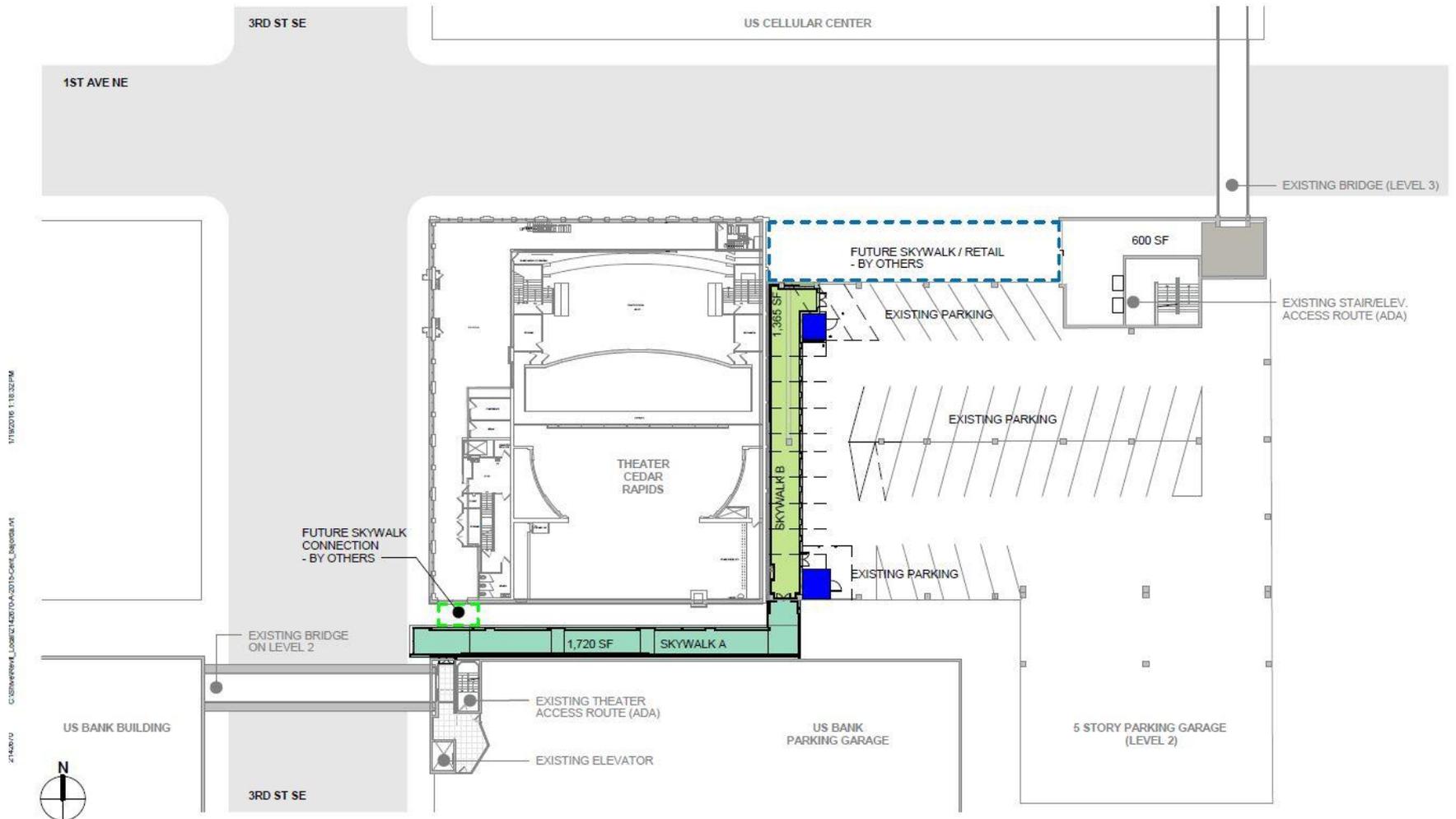


Existing US Bank Lobby



Alley View at Theatre

# Design



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 2/14/2016

## CITY OF CEDAR RAPIDS WALKWAY IMPROVEMENTS

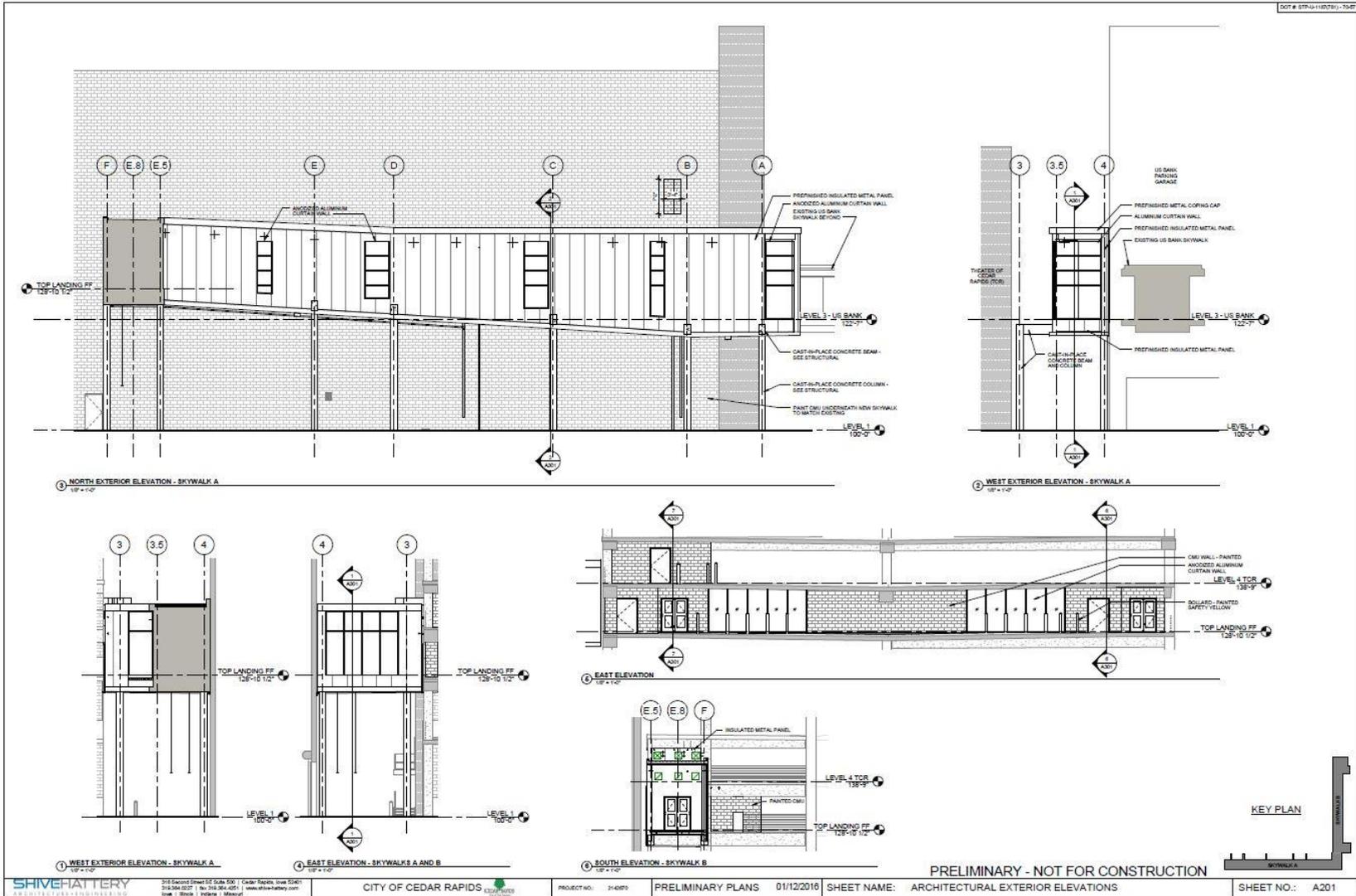
A1 OVERALL PLAN

**SHIVEHATTERY**  
ARCHITECTURE + ENGINEERING

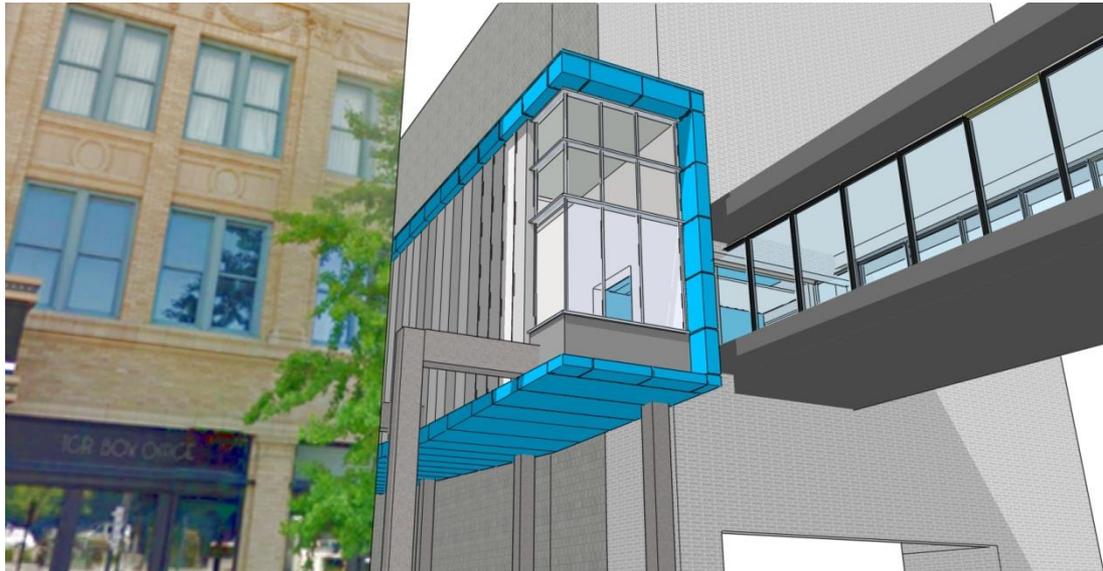
SCALE: 1/32" = 1'-0" 01/19/16

# Exterior Elevations

DOT # STR-14-110781-30-C



# Exterior Views



- CR Project Goal:
- Economically Designed
  - Low Maintenance,
  - Positive Environment.



# Interior Views

## Section A

*In development (will be provided for infrastructure meeting).*

## Section B

*In development (will be provided for infrastructure meeting).*

# Project Cost

Project Construction Budget:

*Approximately \$1,800,000.*

Project Estimate (Conceptual Probable Cost):

*\$1,750,000*

Final Estimates

*Scheduled to be developed - 4/2016*

# Project Schedule

- Develop Construction Documents, reviews and approvals – March 7, 2016 to August 13.
- Public Hearing: Resolution to Adopt Plans & Specs - November 8 2016
- Bid Letting date (IDOT) - December 27, 2016
- Resolution Awarding Construction Contract - January 9, 2017
- Construction Completion - Late Fall 2017.



To: City Council Infrastructure Committee  
From: Sandy Pumphrey, PE  
Subject: Recommendation – Stormwater Utility FY17 Fee Structure Proposal  
Date: March 1, 2016

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**Background:**

Over the last few years, the City’s stormwater utility fee structure has evolved from a flat fee per property, regardless of size, to a tiered rate system based on contiguous property area, tenancy and whether a property is considered developed or undeveloped. Based on continued public feedback, City Staff is proposing an overhaul of the fee structure for FY17 onward to a system that is more equitable and incentivizes green infrastructure. Our current ordinance has 15 fee tiers. Currently, the top tier is for non-residential properties with 40 or more acres, with a maximum fee of \$261.10/month (\$3,133.20 per year)

It is clear that the City needs to do more to mitigate localized flooding. A large proportion of these future efforts will be funded by the Stormwater Utility. Therefore a fee structure that better incentivizes the reduction of runoff and increase in stormwater infiltration is necessary. The proposal is for a property’s stormwater utility fee to be based on “Equivalent Residential Units” or ERU’s – a measure of imperviousness, rather than overall property size. The City of Cedar Rapids will define one (1) ERU as 0.1 acres of impervious area which also equates to the average impervious area on a single residential lot located within the City. The current Stormwater Utility fee structure garners approximately \$4m annually. The new fee structure will garner approximately \$5m for FY17. This new fee structure will also require less ongoing staff time to administer.

Most properties will see a reduction or modest increases consistent with prior rate changes. However, some of our larger property owners with large impervious areas will see significant increases. Since this was last presented to the Infrastructure Committee, City Staff has actively reached out to those customers who are most impacted to present the proposed fee structure and garner feedback. As a result, the following changes have been made:

1. The process has slowed down to allow more time for dialogue with our customers. This has affected the approval schedule, but is not anticipated to change the implementation date of July 1, 2016.
2. A multi-year transition plan for large properties has been incorporated capping the number of ERU’s that can be charged to any one particular property. The schedule proposed is as follows:
  - a. Currently – Max bill \$3133/year
  - b. FY17 – 100 ERU Cap – Max bill \$6,212.30/year – 66 lots capped



- c. FY18 – 200 ERU Cap – 23 lots capped
  - d. FY19 – 300 ERU Cap - 13 lots capped
  - e. FY20 – 400 ERU Cap - 8 lots capped
  - f. FY21 – 500 ERU Cap - 4 lots capped
  - g. FY22 – All lots charged their full ERU rate
3. The suite of options for reducing a bill has been expanded to include the following (additive) options up to a total of a maximum potential 75% discount.
- a. Water Quality and Quantity Credit (i.e. installation of infiltration practices)
  - b. Discharge to a Major Waterway – for those right on the Cedar River
  - c. Education Program – for those who conduct stormwater-based training
  - d. Pervious Non-compacted Fill
  - e. Zero Discharge Credit – for properties with zero-runoff in a 100-year/24hr storm.

**Recommendations:**

The Infrastructure Committee is being asked to recommend adoption of the new ERU-based fee structure, amended based on customer feedback, for adoption by the full City Council in March 2016, which will in turn be implemented starting July 1<sup>st</sup>, 2016 (FY2017).

**Preliminary Timeline and Next Steps:**

- December 8, 2015 – Presentation of new concept to Infrastructure Committee
- To date– Research, feedback analysis and drafting proposed ordinance changes, outreach to most impacted customers for feedback.
- March 1, 2016 – Recommendation from Infrastructure Committee to City Council
- March 22, 2016 – Motion for Public Hearing on new Utility Rates (in conjunction with other utilities)
- April 12, 2016 – Public Hearing on all new Utility Rates and 1<sup>st</sup> Reading of Ordinance
- April 26, 2016 – 2<sup>nd</sup> and possible 3<sup>rd</sup> Reading of Ordinance
- July 1, 2016 – Implementation of new fee structure



www.Cedar-Rapids.org

# Infrastructure Committee: Request for Recommendation to City Council for Stormwater Utility Fee Restructuring

March 1, 2016

11/13/12



www.Cedar-Rapids.org

# History

- Initially
  - Flat rate regardless of property size
- Currently
  - Tier based system based on property size only
  - All properties 40 acre + pay the same rate (\$261/month or \$3133/year)
  - Tiers added and other small changes made in recent years
- Proposed FY17 Fee Structure
  - Updated per input received so far
- Presented New ERU Structure – December 18, 2015

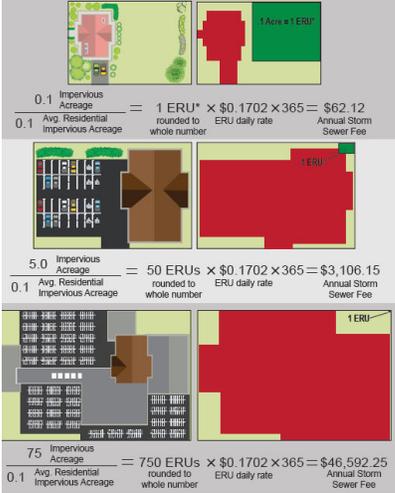


[www.Cedar-Rapids.org](http://www.Cedar-Rapids.org)

## Proposed Fee Structure

- ERU system
- 1 ERU = 0.1 acres of impervious surface
- New fee will garner \$5.0m for FY17
  - Currently approx. \$4m annually

**HOW WILL MY STORM SEWER FEE BE CALCULATED**





[www.Cedar-Rapids.org](http://www.Cedar-Rapids.org)

## Who does it affect?

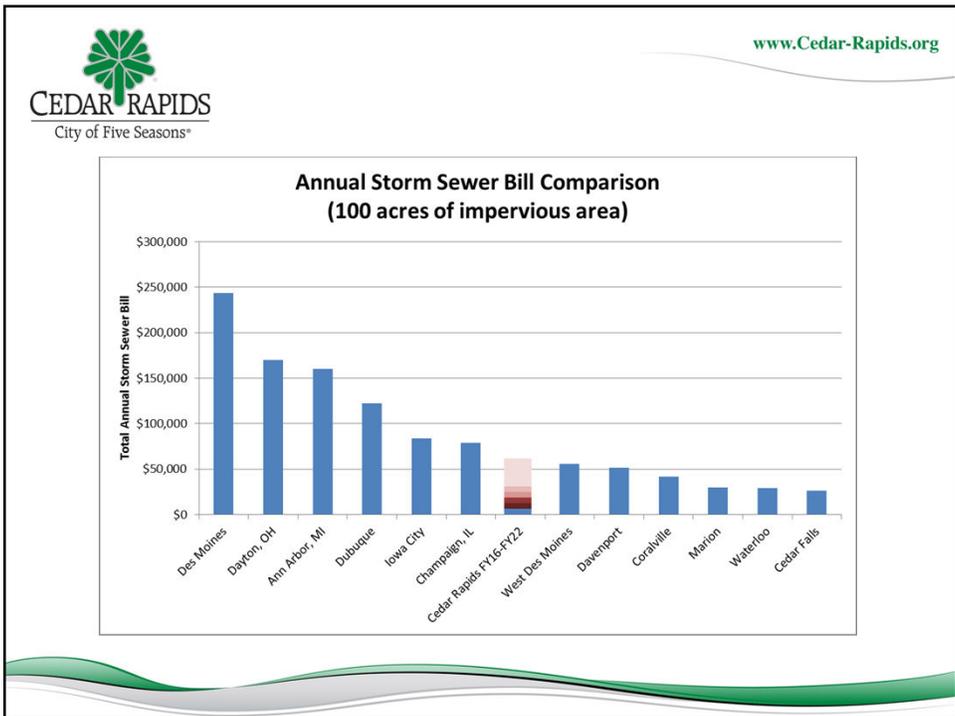
- 95% of properties
  - Reduction or
  - Modest increase
- 5% of properties (all large properties)
  - Over 5 years to increase
  - Current outreach efforts to inform and obtain feedback.

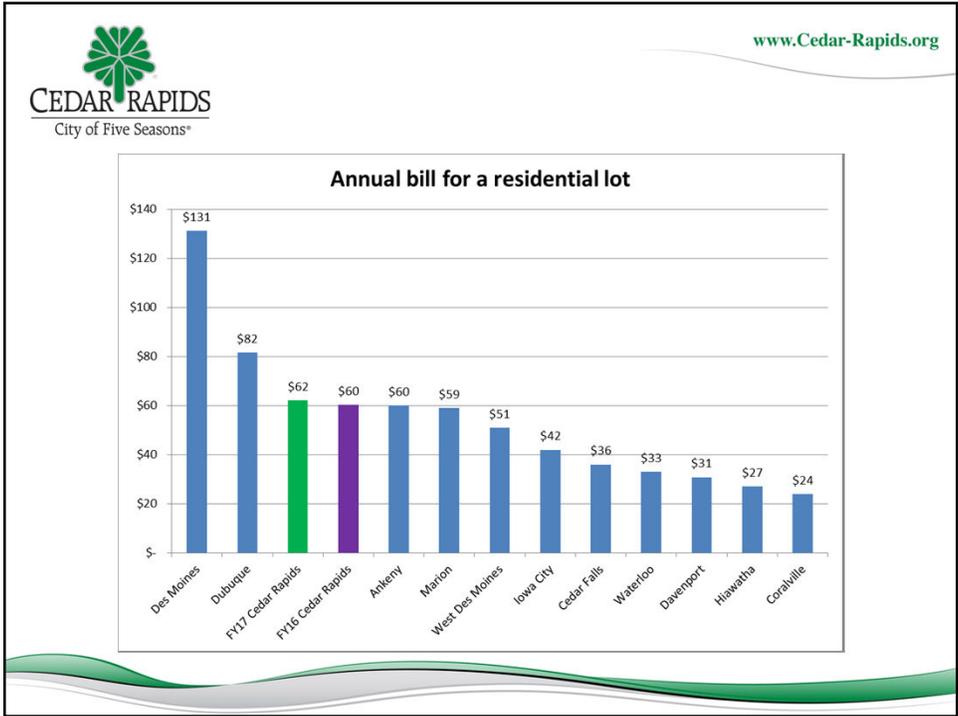


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## Purpose of Change

- **Equitability**
  - Charged based on impervious area.
- **Incentivizes Infiltration and Flood Mitigation**
  - Reduced run-off
  - Increase in funding for flood mitigation CIP projects
- **Simplifies administration**





[www.Cedar-Rapids.org](http://www.Cedar-Rapids.org)



**CEDAR RAPIDS**  
City of Five Seasons®

## Incentivizing Infiltration




[www.Cedar-Rapids.org](http://www.Cedar-Rapids.org)



**CEDAR RAPIDS**  
City of Five Seasons®

## Changes Since December

- **Slowed down the approval process**
  - To allow for additional dialogue
- **Multi-year transition**
  - **Capping large property bills**
    - Currently – Max bill \$3133/year
    - FY17 – 100 ERU Cap – Max bill \$6,212.30/year – 66 lots capped
    - FY18 – 200 ERU Cap – 23 lots capped
    - FY19 – 300 ERU Cap - 13 lots capped
    - FY20 – 400 ERU Cap - 8 lots capped
    - FY21 – 500 ERU Cap - 4 lots capped
    - FY22 – All lots charged their full ERU rate
- **Expanded suite of incentives**
  - To allow property owners more flexibility in options to reduce the fee



[www.Cedar-Rapids.org](http://www.Cedar-Rapids.org)

## Available Incentives

- Available Credits
  - Water Quality and Quantity – 40% max
  - Discharge to a Major Waterway – 10% max
  - Education Credit – 25% max (50% max for tax-exempt)
  - Pervious, Non-compacted Gravel
  - Zero Discharge for 100-year/24hr storm – 75%
- Additive, up to 75%
- Application Process



[www.Cedar-Rapids.org](http://www.Cedar-Rapids.org)

## Questions?



## PROPOSED CHANGE TO HOW THE CITY CALCULATES STORM SEWER FEE

The City is considering a change to how the storm sewer utility fee is calculated. The current fee is based on total lot area, and with this proposal, the storm sewer fee will be based on the property's impervious area. **With this new model 90 percent of customers will see a reduction or no change in their bill beyond any annual rate increases.**

Switching to an impervious area model will help the City encourage the use of green infrastructure to manage stormwater and make the utility easier to understand and administer. This is an important shift for our City as we look to a future with more frequent high-intensity storms.

### BENEFITS OF PROPOSED CHANGE

#### EQUITABLE

Eliminates non-residential and residential classifications and creates flat rate based on impervious area



#### ENCOURAGES GREEN INFRASTRUCTURE

Allows individuals, businesses and industries to lower their annual fees by reducing the property's impervious area.



#### SIMPLIFY UTILITY FEES

Rates based each property's impervious area makes the fee easier to understand and administer



### QUESTIONS

Email [sewer@cedar-rapids.org](mailto:sewer@cedar-rapids.org)

Phone (319) 286-5826

### EXAMPLE #1 .25 TOTAL ACRES .1 IMPERVIOUS

\$60.26	\$62.12
CURRENT	FY17
ANNUAL	ANNUAL
COST	COST

### EXAMPLE #2 10 TOTAL ACRES 5 IMPERVIOUS

\$2,651.40	\$3,106.15
CURRENT	FY17
ANNUAL	ANNUAL
COST	COST

### EXAMPLE #3 100 TOTAL ACRES 75 IMPERVIOUS

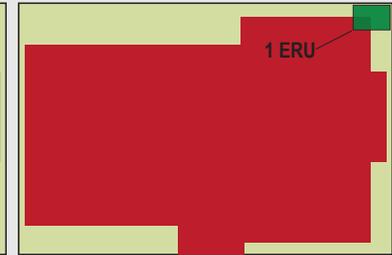
\$3,133.20	\$46,592.25
CURRENT	FY17
ANNUAL	ANNUAL
COST	COST

\*ERU = Equivalent Residential Unit is the average impervious area of a residential lot in Cedar Rapids and is equal to a tenth of an acre or 4,356 square feet.

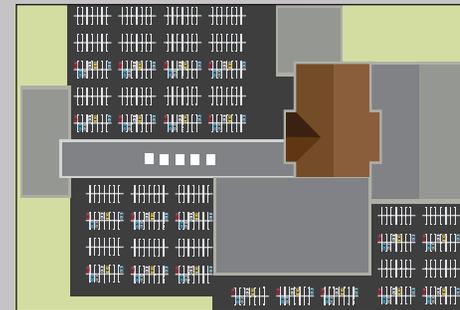
## HOW WILL MY STORM SEWER FEE BE CALCULATED



$$\frac{0.1 \text{ Impervious Acreage}}{0.1 \text{ Avg. Residential Impervious Acreage}} = 1 \text{ ERU* rounded to whole number} \times \$0.1702 \text{ ERU daily rate} \times 365 = \$62.12 \text{ Annual Storm Sewer Fee}$$

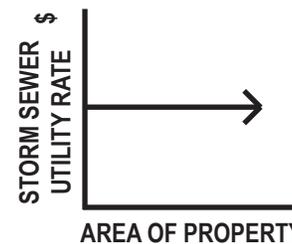


$$\frac{5.0 \text{ Impervious Acreage}}{0.1 \text{ Avg. Residential Impervious Acreage}} = 50 \text{ ERUs rounded to whole number} \times \$0.1702 \text{ ERU daily rate} \times 365 = \$3,106.15 \text{ Annual Storm Sewer Fee}$$



$$\frac{75 \text{ Impervious Acreage}}{0.1 \text{ Avg. Residential Impervious Acreage}} = 750 \text{ ERUs rounded to whole number} \times \$0.1702 \text{ ERU daily rate} \times 365 = \$46,592.25 \text{ Annual Storm Sewer Fee}$$

## CURRENT RATE STRUCTURE VS. PROPOSED RATE STRUCTURE



The current storm sewer rate effectively decreases as the size of a lot increases. The proposed system will maintain a flat rate regardless of the property's size by charging \$0.17 per ERU per day.

ORDINANCE NO.

**AN ORDINANCE AMENDING CHAPTER 72 (STORMWATER MANAGEMENT) OF THE MUNICIPAL CODE OF THE CITY OF CEDAR RAPIDS, IOWA, BY REPEALING CERTAIN SUBSECTIONS THEREFROM AND ENACTING SUBSTITUTIONS IN LIEU THERE OF ESTABLISHING CERTAIN STORMWATER UTILITY CHARGES.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, as follows:

**Section 72.102 - Definitions.** That section of chapter 72 of the Municipal Code, City of Cedar Rapids, be modified adding the following definitions:

16. Director means the Public Works (PW) Director.
20. Flood Control System means the system of levees, floodwalls, removable walls, valves, stormwater lift stations, and other equipment or facilities which are intended to provide flood control.
21. Lot or Parcel means a measured area of land having fixed boundaries, designated on a plat or survey, and having an individual identifier and Legal Description as recorded by the Cedar Rapids City Assessor.
23. Multi-family Residential Property means a residential property designed with two or more dwelling units to accommodate two or more families or groups of individuals living separately and not sharing the same living space.
28. Residential Property means any developed property on which a single-family dwelling, duplex dwelling, multiple-family dwelling or townhome dwelling has been constructed.
32. Stormwater Drainage System means the system of publicly owned or operated rivers, creeks, lakes, and manmade conveyance structures within the City through which or into which stormwater runoff, surface water, or subsurface water is conveyed or deposited.
36. Stormwater Utility Charge means the charge authorized by state law and this chapter established to pay for the costs of construction, operations and maintenance, storm sewer capital improvement projects, debt service, and all other costs reasonably related to the stormwater utility.
37. Stormwater Utility or Utility means the enterprise fund created by this chapter to operate, maintain, and improve the storm sewer system and for other such purposes as stated in this chapter.

38. Storm Sewer System means the existing stormwater management facilities, stormwater drainage system, and flood control system of the city and all improvements thereto which by this chapter are constituted as the property and responsibility of the Utility, to be operated as an enterprise fund to, among other things, operate, maintain, and improve the system in accordance with Federal, State, and Local laws, regulations, and standards.
39. Undeveloped property means real property that has no impervious area.
47. Developed Property means real property upon which a structure or impervious surface has been placed or constructed contributing to greater stormwater runoff.
48. Equivalent Residential Unit (ERU) means the average impervious area of residential property located within the City as periodically determined and established per this Chapter.
49. ERU Rate means the dollar value periodically determined and assigned to each ERU as the stormwater utility charge, and set under 72.305 (d) 3.
50. Impervious Area means the number of square feet of hard-surfaced areas which either prevent or retard the entry of water into soil mantle, or cause water to run off the surface in greater quantities or at an increased rate of flow than was present under natural conditions as undeveloped property; including but not limited to: roofs, roof extensions, patios, porches, driveways, sidewalks, pavement and athletic courts.

**Section 72.304.** That section 304 of chapter 72 of the Municipal Code, City of Cedar Rapids, be and the same is hereby repealed and the following new section enacted as a substitute in lieu thereof, effective July 1<sup>st</sup>, 2016.

**72.304 – Stormwater Utility Rate Exemptions.**

- a) Stormwater Utility rate shall not be imposed on the following types of property:
1. publically owned streets, rights-of-way, sidewalks, and pathways;
  2. all real property owned and operated by the City;
  3. railroad track and associated right of way, but not including any rail yards, buildings, or other paved or graveled surfaces;
  4. undeveloped property.
- b) The Eastern Iowa Airport shall have its impervious surface area reported by the Airport Commission to the City Council. The reported impervious surface area shall be reported in acres and include all impervious surface area at the Eastern Iowa Airport that is not owned and operated by the City of Cedar Rapids for the application of a storm sewer utility fee.

**Section 72.305.** That section 305 of chapter 72 of the Municipal Code, City of Cedar Rapids, be and the same is hereby repealed and the following new section enacted as a substitute in lieu thereof, effective July 1<sup>st</sup>, 2016.

**72.305 - Stormwater utility charge; establishment of policy regarding expenditure of utility revenues.**

- a) There is hereby established a stormwater utility charge. The purpose of the stormwater utility charge is to recover the costs associated with the planning, design, land acquisition, construction, operation and maintenance, extension and replacement, and debt service associated with the stormwater utility. The stormwater utility charge shall be billed to lots as set forth herein. The stormwater utility charge shall be determined by taking into account the impervious area on each lot, determining an ERU, and billing lots at a flat rate based on the number of ERU contained within the lot.
  
- b) A stormwater utility charge will apply to every lot within the limits of the City of Cedar Rapids even if the lot receives no other utilities unless the lot is exempt from the stormwater utility as defined in 72.304.
  
- c) The ERU is hereby established as 4,356 square feet of impervious surface area.
  - 1. The ERU will be periodically evaluated and updated as the average amount of impervious surface area on all residential lots within the City.
  
- d) The following methods will be used to calculate the stormwater utility charge for each lot required:
  - 1. The lot's Total ERU count is the result of the lot's total impervious surface area divided by the ERU to yield the total number of ERU's contained within the lot.
  - 2. The lot's Total ERU count contained within the lot will be rounded to the nearest whole number with the following exception:
    - A. If the impervious surface area is equal to or greater than 500 square feet or the lot has metered potable water service, then the assigned total number of ERU's will be at least one.
    - B. If the impervious surface area is less than 500 square feet and the lot does not have metered potable water service, then the assigned total number of ERU's will be zero and the property will be considered undeveloped.
  - 3. The ERU Rate is hereby established at \$0.1702 per ERU per day.
  - 4. The following methods will be used to apply the stormwater Utility Charge to each lot:
    - A. The stormwater Utility Charge is the result of the Total ERU Count multiplied by the ERU Rate
    - B. Individual lots containing one potable water meter will be billed the entire stormwater Utility Charge on one account.
    - C. Individual lots containing two or more potable water meters will have the stormwater Total ERU count evenly divided amongst the

number of accounts with a minimum of one-half ERU applied to each account. ERU counts resulting in fractions will be rounded to two digits.

1. If at least one of the water meters on the property is assigned to the property owner, the property owner may request to have the entire stormwater Utility Charge applied to a single account assigned to the property owner.
2. If all water meters on the property belong to the same Utility Account Holder, the Account Holder may request to have the entire stormwater Utility Charge applied to a single account assigned to the Account Holder.

D. Individual lots without other utilities that contain at least one Total ERU will have a utility account created and assigned to the property owner for the purposes of stormwater Utility Charge billing.

1. If the unmetered lot containing at least one ERU is contiguous with any adjoining metered lots, the unmetered lot's Total ERU count will be added to the metered lot's Total ERU count to calculate the stormwater Utility Charge.

5. The application of the Total ERU count will be phased in per the following schedule:

A. The maximum Total ERU count for a single lot will be capped at:

1. FY17 – 100 ERU
2. FY18 – 200 ERU
3. FY19 – 300 ERU
4. FY20 – 400 ERU
5. FY21 – 500 ERU
6. FY22 – No cap

e) Any reduction in a lot's Total ERU Count must be presented by the property owner to the City for approval using the appropriate forms and providing all required documentation.

1. Reduction in Total ERU Count will be granted by the City utilizing the credits outlined in this section.
2. Lots not billed the actual Total ERU Count due to phase in per 72.305(d)5 will have credits applied to their actual Total ERU Count only.
3. All Total ERU Count reductions will be rounded to the nearest whole number.
4. The minimum adjusted Total ERU Count after applied credits will be one.
5. All credits outlined in this section are additive.
6. The maximum total credit will be a 75% reduction in Total ERU Count.
7. Lot owners must submit a credit renewal application every three years to ensure proper maintenance, functionality, and the application of appropriate credits unless otherwise noted.

8. Documentation supporting requests for credits must be certified as appropriate by licensed professionals, licensed in the State of Iowa.
9. The City reserves the right to re-evaluate awarded credits at any time.
10. The City reserves the right to inspect applicable installations or request information regarding applicable program or installations at any time.
11. Credits:

A. Water Quality and Quantity Credit

1. ERU reduction for the installation of stormwater infiltration practices in accordance with the Iowa Stormwater Manual.
2. ERU reduction will be determined using the below matrix:

% of lot impervious area runoff infiltrated in a 1.25" rain event.	ERU count reduction
10% to 25% by area	10%
25% to 49% by area	20%
50% to 74% by area	30%
75% to 100% by area	40%

B. Discharge to a Major Waterway Credit

1. ERU reduction for lots that directly discharge to the Cedar River.
2. The credit will be determined by dividing the lot area that discharges directly to the Cedar River by the total lot area and dividing this fraction by ten.
3. The maximum allowed ERU reduction will be 10%.

C. Education Credit

1. ERU reduction for lots that develop and annually implement a City-approved stormwater educational program.
2. The education credit is required to be renewed annually.
3. The maximum allowed ERU reduction will be 50% for tax-exempt institutions
4. The maximum allowed ERU reduction will be 25% for all other lots
5. The amount of reduction allowed will be determined by the City with consideration given to size and type of audience, type of program, and the experience of the program instructor.

D. Pervious Non-Compacted Gravel Credit

1. ERU reduction for gravel areas that are designed to infiltrate 1.25" rain and experience minimal vehicular traffic.
2. The maximum allowed ERU reduction will be 25% of the ERUs represented by gravel areas that meet the above criteria.

E. Zero Discharge Credit

1. ERU reduction for lots that do not discharge any stormwater runoff from the site either directly or indirectly, before, during, or after storms up to and including the 100-year 24-hour storm.
2. An evaluation of the site stormwater discharge must demonstrate that site facilities meet the eligibility requirements of this credit.
3. The maximum allowed ERU reduction will be 75%

Introduced this \_\_\_\_ day of \_\_\_\_\_ 2016.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_, Mayor  
Ron J. Corbett

Attest:

\_\_\_\_\_, City Clerk  
Amy Stevenson



To: City Council Infrastructure Committee  
From: Sandy Pumphrey, PE  
Subject: Recommendation –28E for the Middle Cedar Watershed Management Authority  
Date: March 1, 2016

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**Background:**

In 2010, Iowa lawmakers passed legislation authorizing the creation of Watershed Management Authorities. A Watershed Management Authority (WMA) is a mechanism for cities, counties, Soil and Water Conservation Districts (SWCDs) and stakeholders to cooperatively engage in watershed planning and management. The WMA is formed by a Chapter 28E Agreement by two or more eligible political subdivisions within a specific watershed.

WMAs have been formed across Iowa for a variety of reasons. While the driving motivation for WMA formation may be water quality improvement and/or flood risk reduction, there are multiple benefits to cooperating with other jurisdictions within a watershed:

- Conduct planning on a watershed scale, which has greater benefits for water quality improvement and flood risk reduction;
- Foster multi-jurisdictional partnership and cooperation;
- Leveraging resources such as funding, technical expertise;
- Facilitate stakeholder involvement in watershed management.

The City of Cedar Rapids has recently been party to another WMA – The Indian Creek WMA (ICWMA), which has recently published (and had adopted by all member entities) a Watershed Management Plan (<http://indiancreekwatershed.weebly.com/the-plan.html>).

Over the last few months, City Staff has been involved in discussions with a number of entities to form the Middle Cedar Watershed Management Authority (MCWMA). Cedar Rapids is at the far downstream point of this watershed, and therefore, Staff believes, could benefit the most of all the entities involved.

The 28E for the MCWMA as proposed differs from the ICWMA agreement, in that it would form a separate governing body, where each member entity provides one voting board member to the whole. The 28E for the ICWMA did not create a separate entity, and relies on one member entity to act as a fiscal agent.

Finally, the impetus for the formation of MCWMA at this time specifically is a large grant from the US Department of Housing and Urban Development (USHUD) recently awarded to the State of Iowa for almost \$100m. Formation of MCWMA would facilitate those grant monies benefiting this watershed,



significantly. As such, each member entity is working toward a goal of full adoption of the 28E before the end of March 2016.

**Recommendations:**

City Staff requests the Infrastructure Committee recommend adoption of the 28E Agreement for the formation of the Middle Cedar Watershed Management Authority and ongoing participation of City of Cedar Rapids.

**Preliminary Timeline and Next Steps:**

March 1 – Recommendation by Infrastructure Committee to Full City Council

March 22 – Adoption by Full City Council

March 30 – Meeting to receive final copies of signatures from all member entities

April onward – Formation activities (bylaws, etc.)

**Requested Time on Agenda:** 5 min



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**Infrastructure Committee:  
Request for Recommendation to  
City Council  
for  
Middle Cedar WMA  
28E Agreement**

**March 1, 2016**

11/13/12



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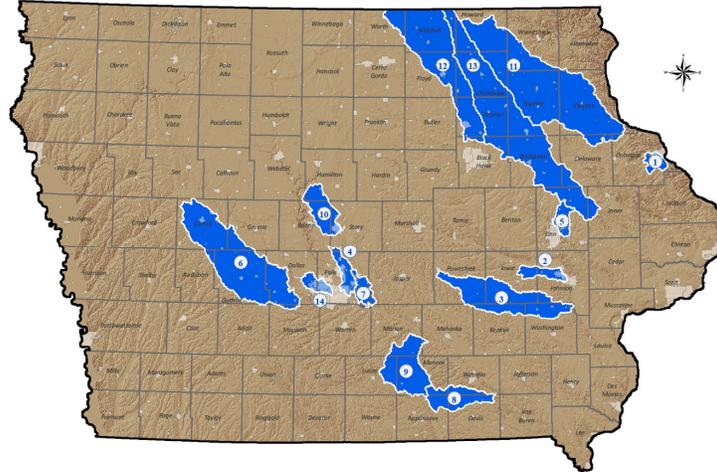
**WMA Purposes**

- Conduct planning on a watershed scale
  - Greater benefits for water quality and flood risk reduction
- Foster multi-jurisdictional partnership and cooperation
- Leveraging funding and technical expertise
- Facilitate stakeholder involvement in stormwater management

11/13/12

# WMA's in Iowa

Watershed Management Authorities with 28E Agreements

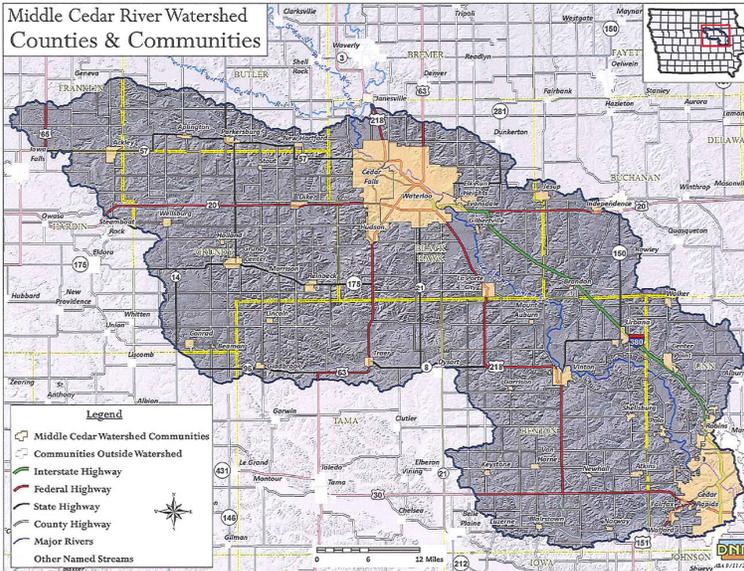


- 1. Catfish Creek WMA
- 2. Clear Creek Watershed Coalition
- 3. English River WMA
- 4. Fourmile Creek WMA
- 5. Indian Creek WMA
- 6. Middle-South Raccoon WMA
- 7. Mad Creek, Spring Creek & Camp Creek WMA
- 8. Soap Creek Watershed Board
- 9. South Central Iowa Cedar Creek WMA
- 10. Square Creek WMA
- 11. Turkey River WMA
- 12. Upper Cedar River WMA
- 13. Upper Mississippi River WMA
- 14. Walnut Creek WMA



# The Middle Cedar Watershed

Middle Cedar River Watershed  
Counties & Communities





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## 28E Particulars

- Facilitated by Iowa Code 466B.2
- Creates a separate entity
- Each entity has one vote
- Not allowed to acquire property by eminent domain
- WMAs have no taxing authority

11/13/12



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## 28E Member Entities

1. Benton County	9. City of Hudson
2. Black Hawk County	10. City of Jesup
3. Grundy County	11. City of La Porte City
4. Tama County	12. City of Vinton
5. Linn County	13. City of Waterloo
6. City of Cedar Falls	14. Black Hawk SWCD
7. City of Cedar Rapids	15. Tama SWCD
8. City of Evansdale	

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## 28E Obligations

- Collaboration with other entities to
  - Inventory watershed characteristics and form a Watershed Management Plan.
  - Identify funding opportunities for watershed improvement activities
  - Assist in the implementation of watershed improvements
  - Participate in educational/outreach activities
  - Provide technical support
  - Provide bidding/procurement support

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## 28E Obligations

- This 28E does not:
  - Require a specific monetary one time or ongoing contribution outside of a member's regular budgeting process.
  - Require membership in perpetuity.

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## 28E Next Steps

- To date – Member entity legal reviews
- 3/1 – Recommendation by Infrastructure Committee to full City Council
- 3/8 – Approval of 28E by full City Council
- 3/30 – First board meeting of member entities
- Ongoing – Facilitating watershed planning to leverage \$97m HUD grant, recently awarded to State of Iowa.

11/13/12



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## Questions?

Middle Cedar Watershed Management Authority Agreement  
Between Benton County and your entity/governmental body

THIS AGREEMENT is entered into pursuant to Iowa Code chapter 28E by and between Benton County, Iowa, and \_\_\_other parties including counties, cities, soil and water conservation districts\_\_\_\_\_ to wit:

WHEREAS, Iowa Code section 466B.22 authorizes two (2) or more political subdivisions, defined as including cities, counties, and soil and water conservation districts, all of which must be located within the same United States Geological Survey Hydrologic Unit Code 8 Watershed, to enter into agreement under Iowa Code Chapter 28E to establish a watershed management authority to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivisions involved; and

WHEREAS, pursuant to Iowa Code Section 466B.23, a watershed management authority may perform all of the following duties:

1. Assess the flood risks in the watershed.
2. Assess the water quality in the watershed.
3. Assess options for reducing flood risk and improving water quality in the watershed.
4. Monitor federal flood risk planning and activities.
5. Educate residents of the watershed area regarding water quality and flood risks.
6. Allocate moneys made available to the authority for purposes of water quality and flood mitigation.
7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain; and

WHEREAS, the Counties of \_\_\_\_\_; and the Cities of \_\_\_\_\_; and the Soil and Water Conservation Districts of \_\_\_\_\_ deem establishment of the Middle Cedar Watershed Management Authority (the "Authority"), a watershed management authority encompassing all of the Iowa portion of the Middle Cedar Watershed (also the "Watershed"), a Hydrologic Unit Code 8 (HUC 8 ID #07080205) Watershed, to be of mutual advantage; and

WHEREAS, it is mutually desired to enter into this Agreement pursuant to Iowa Code Chapter 28E for the purpose of establishing the Middle Cedar Watershed Management Authority to carry out watershed planning and improvements in the Middle Cedar Watershed; and

NOW, THEREFORE, it is agreed by and between the parties as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 The Counties of \_\_\_\_\_ are each a political subdivision of the State of Iowa, organized and operating pursuant to Iowa Code Chapter 331. Their respective addresses are:

1.2 The Cities of \_\_\_\_\_ are each a municipality of the State of Iowa, organized and operating pursuant to Iowa Code chapter 364. Their respective addresses are:

1.3 The Soil and Water Conservation Districts of \_\_\_\_\_ are each a governmental subdivision of the State of Iowa as defined in Iowa Code Section 161A3(6) and a soil and water conservation district established pursuant to Iowa Code Section 161A5(1). Their respective addresses are:

SECTION 2. PURPOSE.

2.1 The purpose of this Agreement is to provide for the manner in which the parties shall cooperate with one another to successfully plan for and implement watershed improvements within the Middle Cedar Watershed, including but not limited to the following activities authorized pursuant to Iowa Code section 466B.22:

1. Assess the flood risks in the watershed.
2. Assess the water quality in the watershed.
3. Assess options for reducing flood risk and improving water quality in the watershed.
4. Monitor federal flood risk planning and activities.
5. Educate residents of the watershed area regarding water quality and flood risks.
6. Seek and allocate moneys made available to the authority for purposes of water quality and flood mitigation.
7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain.

SECTION 3. CREATION OF THE AUTHORITY.

3.1 Upon the effective date stated in this Agreement there is hereby created a public agency to be known as the "MIDDLE CEDAR WATERSHED MANAGEMENT AUTHORITY" (the "Authority"). The Authority shall be a political subdivision of the State of Iowa and a legal entity separate and distinct from the corporate existence of any participating parties to this Agreement, and shall be subject to the control and supervision of any party to this Agreement or their officers and directors, only to the extent provided for herein.

3.2 A joint board of the participating political subdivisions known as the Middle Cedar Watershed Management Authority Board (the "Board") shall be responsible for fulfilling the purpose of the Authority. The Board shall be comprised of one appointee from each county, city and district participating in this Agreement. The Board shall adopt Bylaws governing the administration, development, operation and management of the Authority.

3.3 Each participating political subdivision shall be known as a Member. Each Member shall appoint a Director to the Board of the Authority.

SECTION 4. DURATION. This Agreement shall be in effect perpetually until terminated pursuant to Section 10.

SECTION 5. POWERS AND DUTIES.

5.1 The Members shall retain all powers and duties conferred by law and shall assist each other in the exercise of such powers and the performance of such duties as are provided for in this Agreement. Each Member shall be jointly responsible for focusing attention on:

- a. Assessing the flood risks in the watershed.
- b. Assessing the water quality in the watershed.
- c. Assessing options for reducing flood risk and improving water quality in the watershed.
- d. Monitoring federal flood risk planning and activities.
- e. Educating residents of the watershed area regarding water quality and flood risks.
- f. Allocating moneys made available to the authority for purposes of water quality and flood mitigation.
- g. Making and entering into contracts and agreements and executing all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain.

5.2 A Member may, but will not be required to, accept a specific responsibility to assist in achieving the goals of the Authority. Acceptance of such responsibilities shall only be by official action of the governing body of the Member. These responsibilities include but are not limited to:

- a. identifying opportunities for funding and in-kind support for the undertaking of watershed planning and improvements within the Middle Cedar Watershed;
- b. serving as fiscal agent for the Authority when funds are received from any source;
- c. identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks in the Watershed;

- d. identifying the most effective best management practices for improvements of water quantity and water quality improvements in the Watershed;
- e. participating in any educational/outreach programs regarding water quality and flood risks;
- f. identifying opportunities for infrastructure development and planning capable of assessing and improving water quality in the Watershed;
- g. providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the parties;
- h. securing such financing, including grants, loans and the issuance of bonds or loan agreements, as determined to be necessary or desirable to achieve the objectives of the agreement;
- i. coordinating with local wastewater utilities;
- j. designing and bidding of projects;
- k. administering contracts; and
- l. observing construction.

SECTION 6. MANNER OF FINANCING. The Board may solicit, accept and receive donations, endowments, gifts, grants, reimbursements and other such funds as necessary to support work pursuant to this Agreement.

No action to contribute funds by a Director of the Authority is binding on the Member that he or she represents without official approval by the governing board of that Member. No Member may be required to contribute funds to the Authority, except to fulfill any obligation previously made by official action by the governing body of the Member.

All funds received for use by the Authority shall be held as a special fund by the fiscal agent designated by the Board of the Authority. When funds are provided as a grant or loan directed to a Member of the Authority for a project administered by that Member, the funds shall be retained and administered by that Member.

SECTION 7. ENTIRE AGREEMENT.

7.1 This Agreement contains the entire agreement of and integrates all of the terms and conditions contained in and incidental to such Agreement. No modifications or waiver of any provision in this Agreement shall be valid unless in writing and signed by all of the parties. If, for any reason, any provisions of this Agreement shall be inoperative, the validity and effect of the other provisions shall not be affected thereby.

7.2 If any provision of this Agreement is found to be invalid by any court, administrative agency or tribunal or competent jurisdiction, the invalidity of any such provision shall not affect the validity of the remaining provisions hereof.

SECTION 8. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of Iowa and shall meet all the necessary legal requirements and publications as outlined in Iowa Code Chapter 28E and other applicable Iowa laws.

SECTION 9. AMENDMENTS. This Agreement may be amended at any time by approval from all of the governing boards of the Members of the Authority. All amendments shall be in writing, executed by the authorized representative of each governing board of the Members, and filed in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8.

SECTION 10. TERMINATION. This Agreement shall terminate upon the majority vote or mutual agreement of the governing bodies of all Members of the Authority. Upon termination, all property and money then owned by the Authority shall be distributed according to the Member's contribution levels among the Members after payment of all debts. Any funds donated under a stipulation limiting their use shall be disbursed consistent with the donor's direction.

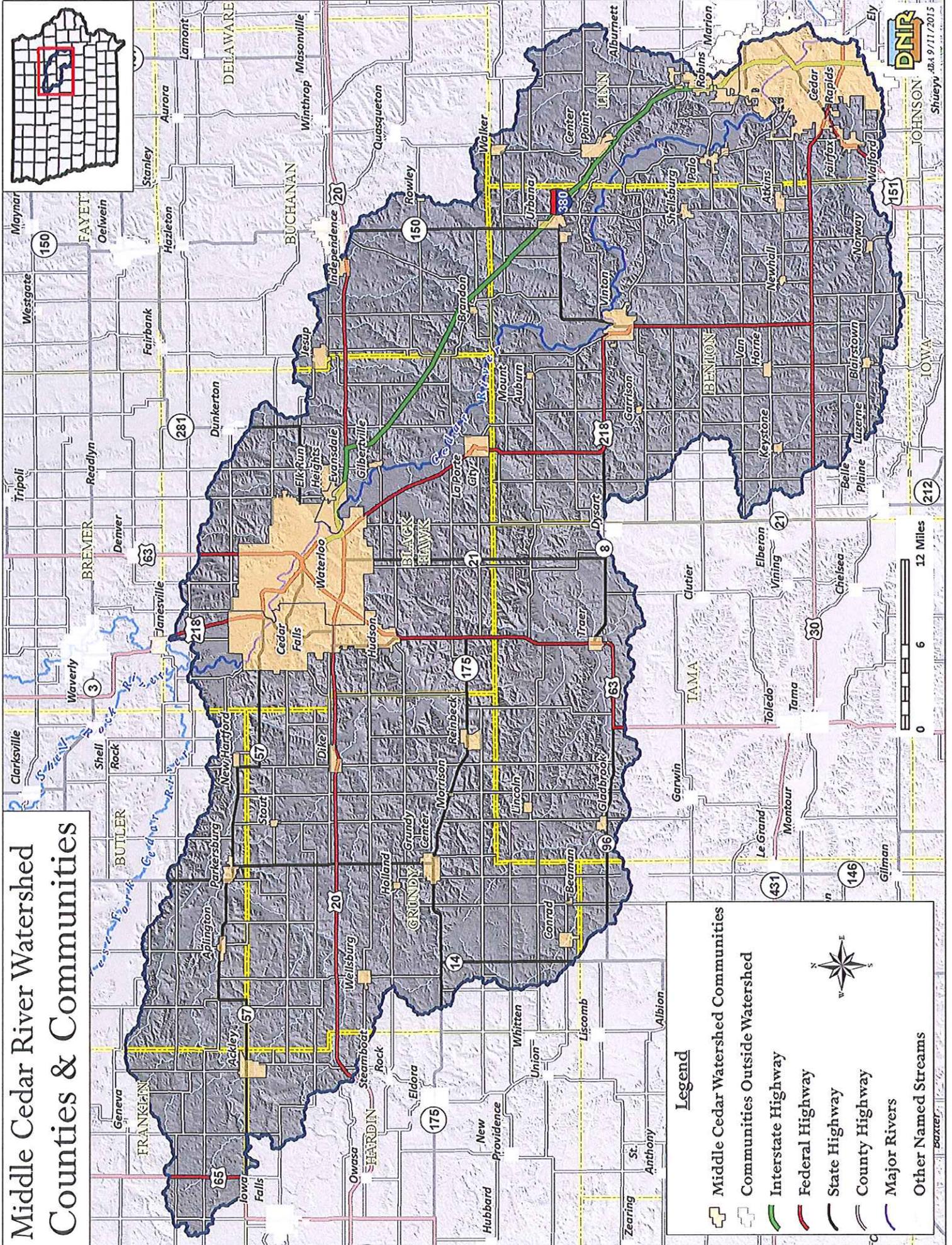
SECTION 11. EFFECTIVE DATE. This Agreement shall take effect upon execution by the parties as required by law and upon filing with the Secretary of State in an electronic format as required by Iowa Code Section 28E.8.

SECTION 12. WITHDRAWAL FROM MEMBERSHIP. Any Member may withdraw from the Authority by the action of its governing board, unless the Authority then has unpaid debts or legal obligations, in which case the consent of the governing boards of the remaining Members to the withdrawal is required. Such withdrawal will forfeit any right to a distribution in conjunction with a subsequent termination of this Agreement.

SECTION 13. WATERSHED BOUNDARY. The geographical area to which this agreement applies shall be known as the Middle Cedar Watershed. The Middle Cedar is a United States Geological Survey Hydrologic Unit Code (HUC 8 ID #07080205) Watershed. The boundary of the Watershed is graphically displayed in Attachment I, which is hereby incorporated into this Agreement.

SECTION 14. INDEMNIFICATION. The Authority shall indemnify, defend, keep, save, and hold harmless the Members and their officers and employees from and against any and all losses, claims, damages, liability, costs, expenses, or deficiencies (including without limitation reasonable attorneys' fees and other costs and expenses reasonably incident to proceedings or investigations or the defense or settlement of any claim or claims) arising out of the Authority's activities, including without limitation challenges to the organization, creation or status of the Authority, whether based on tort, antitrust, non-competition, wage and hour violations, or any other claim of illegality, and whether based upon state, federal, local, or common law.

# Middle Cedar River Watershed Counties & Communities



**Legend**

- Middle Cedar Watershed Communities
- Communities Outside Watershed
- Interstate Highway
- Federal Highway
- State Highway
- County Highway
- Major Rivers
- Other Named Streams



To: City Council Infrastructure Committee  
 From: Sandy Pumphrey, PE  
 Subject: Update – Sanitary Sewer Master Plan  
 Date: March 1, 2015

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**Background:**

The Public Works Department is in the process of updating the Sanitary Sewer Master Plan. The Sanitary Sewer Master Plan will be used to assess the function of the City’s sanitary sewer system, and will aid in the selection of capital improvement projects and policy recommendations. The following proposed milestones and schedule have been established for updating the Sanitary Sewer Master Plan:

<b>Milestones</b>	<b>Status or Schedule</b>
Identify known issues where capital improvement projects may be warranted.	Complete
Select an engineering consultant to complete the Sanitary Sewer Master Plan update.	Complete
Develop professional services agreement.	Complete
Engineering consultant will review and analyze information provided by the City.	Complete
Engineering consultant will complete a modeling update of the City’s sanitary sewer collection system.	06/15 to 03/16
Engineering consultant will submit a draft of the updated Sanitary Sewer Master Plan.	03/16
Adopt Sanitary Sewer Master Plan.	06/16

Workshop #4 was held on February 4, 2016. The following items were discussed at the meeting:

- Reviewed draft CIP plan for Sanitary Sewer Collection System
- Reviewed long term financial plan to determine adequacy of and optimize revenue streams.

**Project Description:**

The Sanitary Sewer Master Plan will be used to assess the function of the City’s sanitary sewer system, and will aid in the selection of capital improvement projects and policy recommendations.

**Update:**

The project is generally still on schedule. Bottlenecks in the system have been identified on a large scale (macro model). Further fine tuning and localized calibration is being performed. A draft Modeling Technical Memorandum is being finalized. Better results and recommendations for future projects will follow in subsequent years as localized models are refined to reflect secondary flow meter data. Workshop #5 is anticipated in April.



To: City Council Infrastructure Committee  
 From: Public Works Department  
 Subject: Update – Stormwater Master Plan  
 Date: March 1, 2016

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**Background:**

The Public Works department is in the process of updating the Stormwater Master Plan. The Stormwater Master Plan will be used to assess the function of the City’s stormwater management system, and will aid in the selection of capital improvement projects and policy recommendations. The following proposed milestones and schedule have been established for updating the Stormwater Master Plan:

<b>Milestones</b>	<b>Status or Schedule</b>
Assemble and review existing data and reports to identify where additional information is needed.	Complete
Identify known issues where capital improvement projects may be warranted.	Complete
Select an engineering consultant to complete the Stormwater Master Plan update.	Complete
Develop professional services agreement.	Complete
Engineering consultant will review and analyze information provided by the City. The engineering consultant will use this information to recommend capital improvement projects for the FY2017 budget.	Complete
Engineering consultant will complete a modeling update of the City’s stormwater management system.	Complete
Engineering consultant will submit a draft of the updated Stormwater Master Plan.	03/16
Adopt Stormwater Master Plan.	06/16

**Project Description:**

The City has contracted HDR Engineering and Anderson-Bogert Engineers and Surveyors to update the City’s Stormwater Master Plan. The update will include modeling the City’s stormwater management system, developing a 10 year capital improvements plan, developing a 10 year financial plan, and providing policy recommendations.

**Update:**

In the last month, HDR submitted draft technical memos on the capital improvements plan, financial plan, and future considerations that will be incorporated into the Stormwater Master Plan update. City staff have reviewed these draft technical memos and provided comments. HDR is now in the process of finalizing these documents, finalizing the detailed basin level model completed for the Kenwood Watershed, and preparing a draft executive summary for the Stormwater Master Plan update. Workshop #6 for the Stormwater Master Plan is scheduled for Wednesday, March 16<sup>th</sup>. At that time, HDR will be presenting the draft executive summary for the Stormwater Master Plan update.

Upcoming Utilities Department Projects Anticipated To Have Plans and Specifications  
Filed – March, April, May  
Report to Council Infrastructure Committee on 3-1-2016

**Filing Plans and Specifications**

*Water and WPC Plant Projects*

Filing March 8 – Seminole River Bank Armoring (6250045). River bank erosion is threatening the raw water transmission main and eroding the roadway access in several locations along the Seminole Well Field. The project will involve the stabilization of approximately 1,500 ft. of river bank near Seminole Well 2 and Collector Well 4. The Engineer's opinion of probable cost is \$210,000.

Filing May 24 – WPCF Odor Control Upgrades (615233). The existing odor control elements at the WPCF are overloaded and require improvements or repairs. The project will include media replacement and repair of the existing bioscrubber units. Two new biotowers will be installed to increase the capacity of the odor control equipment. New duct work will be installed to remove a greater amount of odorous air from the sludge storage tank to improve hydrogen sulfide safety. Additional repairs will be made to other components of the odor control system in other areas of the plant. The Engineers opinion of probable cost is \$5,500,000 at 60% design.

*Water Main Projects*

The following water main work has been planned in conjunction with Paving for Progress projects or other Public Works projects. Bid Dates:

March 13 – 2016020/301689 Edgewood Road from E to F Ave NW, (PfP) Replace Water Main thru F Ave NW Intersection, Budget \$130,000.

March 17 – 2012050/305031 McCloud Bridge (DOT Bridge Replacement) Relocate Water for Bridge construction.

March 23 – 2016029/3012116 Seminole Valley Road Ph-1, (PfP) Water Main Replacement Budget \$585,000.

March/April – 2015045/3012127 14th Ave SE from 36th to 42nd Streets SE, (PfP) Water Main Replacement Budget \$550,000.

April – 2014088/3012111 7th St SE from 5th Ave to 8th Ave SE, (PfP) Replace Valves & Fire Hydrants Budget \$200,000.

May 25 – 2016012/3012131 12th Ave SE Ph-1 from east of 19th St to McCarthy Rd SE, (PfP) Water Main Replacement Budget \$190,000.

May 25 – 2016028/3012126 29th & 30th St Dr SE from 1st Ave to Tama St SE, (PfP) Water Main Replacement Budget \$480,000.

*Upcoming Public Hearings*

March 8 – NWTP Roof Replacements (625904).

March 8 – Horizontal Collector Well 5 Pump House (625863).

March 22 – Seminole River Bank Armoring (6250045).

June 14 – WPCF Odor Control Upgrades (615233).



To: City Council Infrastructure Committee  
From: Public Works Department  
Subject: Update – Collins Road from East of Northland Avenue NE to Twixt Town Road  
Date: March 1, 2016

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**Background:**

The Public Works department has been working on the design of a project on Collins Road NE from East of Northland Ave NE to Twixt Town Road. The purpose of this project is to improve traffic operations and incorporate safe pedestrian and bicycle accommodations along the corridor. This project is one of several potential improvements that were identified during the Collins Road corridor study. A timeline of studies and projects completed along the Collins Road corridor is shown below:

- 1997 – City initiated Corridor Study
- 1999 – City Council resolution adopting corridor study
- 1999-2009 – Applied for funding
- 2001-2006 – Received Traffic Safety grant, ICAAP grants, Safetea-Lu grants
- 2002 – Completed project at 1<sup>st</sup> Avenue and Home Depot
- 2005 – Completed project at Collins Rd and Twixt Town Rd
- 12/17/09 -FONSI signed for overall limits of improvements (from E of tri-level interchange to 1<sup>st</sup> Avenue
- 2009 – Phase 1 project at 1<sup>st</sup> Ave and Collins Rd
- 2010 – Phase 2 project at Northland Ave bid
- 2011 – Continued applications for grants

**Project Description:**

The City has contracted with Anderson-Bogert Engineers and Surveyors and HR Green to develop proposed plans and specifications for the project on Collins Road NE from East of Northland Ave to Twixt Town Road. The project was scheduled to be bid on the February 2016 Iowa DOT letting. The proposed improvements included upgrading Collins Rd to three (3) through lanes in each direction, intersection improvements, pedestrian accommodations, and an underpass for the extension of Lindale Drive to cross underneath Collins Rd. The estimated construction cost for this project is currently \$11M with a construction timeline of three years.

**Update:**

Due to the time lapse since the original design was completed, Public Works staff is pulling this project from the February 2016 Iowa DOT letting. This will provide an opportunity to evaluate the current



issues and ensure the project achieves the City Council's vision for complete streets.

Several factors were considered in making this decision:

- The plan for this project began nearly two decades ago, prior to our community's focus on building infrastructure that considers people-first, rather than vehicles only. Public Works staff in cooperation with the Community Development department will conduct a focused review of the final design to make sure the project is in line with City Council community goals, Envision CR, and our efforts at designing and constructing people-first infrastructure.
- An opportunity exists to improve the project by integrating increased residential opportunities to support creating a livable and walkable area. – a goal that was developed during Envision CR.
- Staff is taking into account project length, increasing impacts to estimated construction costs and timeline, as well as inconvenience to the traveling public and neighboring businesses.

Moving forward, Public Works will be working with members of the Community Development department to conduct outreach with property and business owners, as part of a study, before moving forward with any construction. City staff will continue to work closely with the Iowa DOT to move the study and final design forward as quickly as possible.