

RESOLUTION 1761

ACCEPTING THE PROPOSAL AND APPROVING AN AGREEMENT WITH “SWIFT AND SWIFT LLC.” FOR NUISANCE ABATEMENT SERVICES RELATING TO 203 E. GREEN STREET AND OTHERS PROPERTIES AS DEEMED APPROPRIATE

WHEREAS, the City Council of the City of West Branch, Iowa, has heretofore deemed it necessary and desirable to have a clean city, and therefore should have Nuisance Abatement Program that addresses the cleanliness of the city; and

WHEREAS, the City Council made improving the City’s Nuisance Abatement Program a High Priority; and

WHEREAS, Having a contractor (on a preference list) who can provide clean-up services will give a clear line for clean-up cost which will billed to the land owner or potentially lien against the property; and

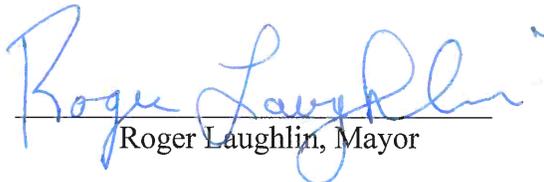
WHEREAS, Swift & Swift LLC was the lowest proposal presented and represents a reasonable \$29.00 labor hour cost that could legally be defended should court proceeding be necessary; and

WHEREAS, Swift & Swift will to work with the city to determine agreed upon hour caps per case to case scenario.; and

WHEREAS, in the most egregious cases (like 203 E. Green Street) a cap of 100 (\$2,900) labor hours exist and the City always reserve the right to use in-house services when it deems appropriate.

NOW, THEREFORE, BE IT RESOLVED, be it resolved by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned agreement be accepted and approved.

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



Roger Laughlin, Mayor

ATTEST:



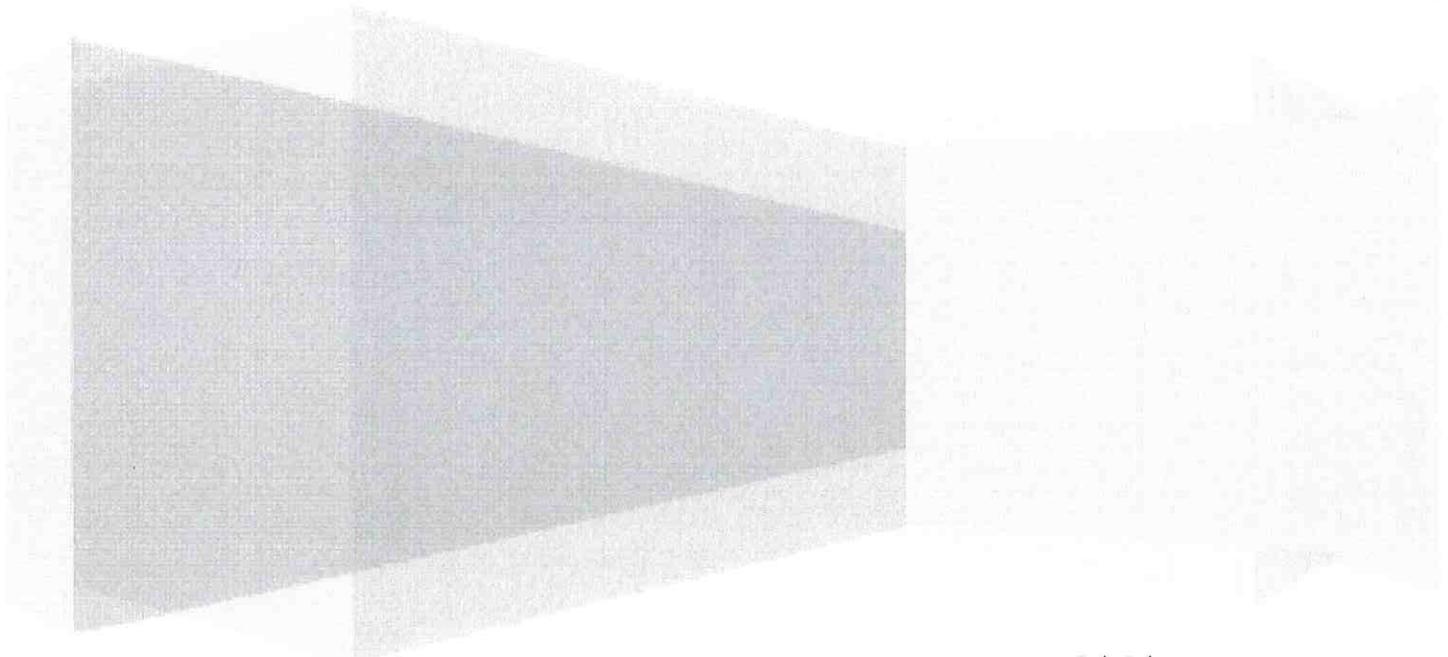
Leslie Brick, Deputy City Clerk

Swift & Swift LLC.

City of West Branch, IA

Contract Proposal: NUISANCE ABATEMENT SERVICES

Andray Swift



2018

**City of West Branch, NUISANCE ABATEMENT SERVICES Contract Proposal
Swift and Swift LLC.**

LETTER OF PROPOSAL: NUISANCE ABATEMENT SERVICES

I. SCOPE OF WORK

- A. Swift and Swift LLC shall furnish all labor, equipment, and materials required to provide on-call nuisance abatement services such as mowing, landscaping, debris removal, and miscellaneous labor and sidewalk snow removal services for the City of West Branch on an "as-needed" basis. We agree to attend and testify at (one) hearing that may be scheduled at anytime within a 12 month period after the initial invoiced date for any completed nuisance abatement service without any additional cost to the City. An additional trip cost of \$75.00 each will be invoiced for all other hearings that may be scheduled related to any identical case.

- B. Swift and Swift LLC shall respond to City Staff within twenty-four (24) hours after notification from the City of any nuisance abatement request.

Maximum Timeline Allowed to Complete Abatement Service Requests

Mowing, Brush / Limb Removal	72 Hours
Snow / Ice Removal	48 Hours
Debris Removal from Private Property	48 Hours
Debris Removal from Public Property	24 Hours
Trimming Trees and Shrubs	7 Days
Secure Abandoned Building	7 Days
Other	as determined by the City

II. INSURANCE

Swift and Swift LLC shall perform all services as in independent contractor with regard to this Agreement, shall be fully responsible for providing Workers' Compensation, Commercial General Liability, and Automobile Liability insurance coverage. Please see attachment # 1.

III. KEY RESPONSIBILITIES

- A. Small equipment/ snow blowers (sidewalks) Swift and Swift LLC
- B. Large equipment/plows(streets and parking lots) The City
- C. Sidewalks traffic control (cones or caution tape) Swift and Swift LLC
- D. Large street traffic control (cones or barriers) The City
- E. Other small equipment/ tools/and supplies Swift and Swift LLC

IV. PAYMENT

Swift and Swift LLC shall be paid at a rate of \$29.00 /per man hour; a separate rate of \$700.00/per zero yards through thirty yards of debris or (Landfill) removal; and a separate rate of \$100.00 per pickup truck load or its equivalent for limbs, brush, grass, trees, shrub, or other debris removal.