



West Branch City Council
City Administrator's Report
10/01/18

Pending Action Items:

(Wastewater Taskforce)

V&K our engineering consultants are continuing the process and analysis of preparing a Wastewater Treatment Facility Plan. In the meantime, I was visited by Todd Baldrige of Baldrige Environmental Inc., a company that focus on waste water solutions. Todd is a West Branch Resident who does a great deal of his work internationally. Although, I have not seen his work first hand he has apparently done work for the City of Wayland, Iowa. His process appears to be Similar to the Nano 2 technology at half the cost. He is out of the country until mid-October. At which time, I will schedule a presentation before the Wastewater Taskforce.

6 property owners - condemnation
College Street Bridge

Due to the delays associated with obtaining needed right of way for the College Street Bridge Replacement Project (Project BROS-S252(605)--8J-16), the City had to request a funding extension for the match grants (approx.. \$1M). This request was granted and is expected to have either the ROW purchased or condemnation hearing set by the end of the year. At this time, 6 property owners are hold outs and will be going through the condemnation process. Regarding funding for the non-participating portions of the project, the city has made the urban renewal adjustment necessary and is prepared to finalize funding with its TIF indebtedness report December 1st.

Report from the Desk of the City Administrator:

- **RFP Nuisance Abatement Services** – In August we had a nuisance violation heard in district court. Although the property is currently being attempted to be cleanup (October 12 is the early review / inspection date), there was thought that the city may want to consider contracting out the services of cleanup / abatement. As a result of reviewing this option a DRAFT RFP was developed. Please Review Attachment 1 the example was mirrored from the City of West Des Moines.
- I have been involved with a couple of I-80 expansion project meeting with the Department of Transportation. We talked about several issues most of which are out of our control; however, they receiving feedback regarding impact of covert tunnel under I-80. We are seeking lighting options and aesthetic treatment options being offered by IDOT. This will be built as a future trail connection.

Follow up / Reminder Items:

- ICMA was a very good and informative conference. I will be sharing the information I gained in the coming weeks.
- Cedar's Edge Golf Course and Little Lights have hit some time / project delays and are making adjustment in their development plans. I am still working with them as needed, and I will brief the City Council as I know more.

- Restore and Stabilize Hoover Creek for Flood Mitigation at Herbert Hoover National Historic Site. Superintendent Swisher will be giving the Council Update at our next City Council Meeting.

Events / Scheduled Meetings:

- City-Wide Clean Up West Branch City-Wide Clean Up days will be held twice a year on the 1st Saturday in May and the 1st Saturday in October from 7:00 a.m. to 11:00 a.m. The Clean Up is held at the Water Street Parking Lot, across from the Fire Station. Residents are encouraged to bring unwanted items to this location. There will be a \$10.00 charge for household appliances. Acceptable items (not all inclusive): Furniture Televisions Steel Carpet Bicycles Broken toys Clothing Other household unused/unwanted items Etc. Items not accepted include: Appliances include: (\$10 charge per item) businesses bringing items washing machines commercial appliances dryers construction debris television sets household garbage a/c units large metal items printers paint or toxic waste computers tires lawn mowers (gas must be drained) yard waste For questions regarding items not listed above, please call the City Office at (319) 643-5888 or Johnson County Refuse at (319) 665-4498.

The West Branch Municipal Cemetery is located on North Maple Street in West Branch. Lots may be purchased at the West Branch City Office, 110 N Poplar St.

- Cemetery Clean-up is done twice per year. Spring clean-up is from April 1st thru April 15th and again from October 1st thru October 15th. **All items left on graves will be removed and discarded during the clean-up.** If you wish to re-use items throughout the year, please remove them during the clean-up dates. Any items weather-faded will also be removed throughout the year in order to keep the cemetery looking attractive and well kept.
- Free Women's Self-Defense Class – Oct. 10, 2018; 6:30pm to 9:00pm; Location WBHS Gym; RSVP – Officer Caty Steen at csteen@west-branch.k12.ia.us or (319) 330-6499.

Attachment 1

**REQUEST FOR PROPOSALS
CITY OF WEST BRANCH
PUBLIC WORKS DEPARTMENT**

NUISANCE ABATEMENT SERVICES

I. STATEMENT OF PROJECT

The intent and purpose of the Request for Proposals is to establish a contract and retain a qualified contractor to provide on-call abatement services, including but not limited to mowing, debris Removal, snow removal, for the City of West Branch on “as-needed” basis.

The City will have sole discretion to select the Contractor. All responsive information submitted in the Request for Proposal will be evaluated and considered. The City reserves the right to select the Contractor whom the City believes will perform best pursuant to the terms and conditions of this Request for Proposal. Cost is one of multiple factors the City will consider in selecting a Contractor. Other factors that will be considered include but are not limited to past comparable experiences, references, equipment, and any other relevant consideration that the City believes will affect the Contractor’s ability to perform in accordance with the terms and conditions of this Agreement.

The City also reserves the right to establish a primary contract and a secondary contract as a contingency plan. If the primary Contractor cannot perform the needed services within the desired time frame, the secondary Contractor may be called upon to complete the requested work. If neither of these Contractors can perform the needed services within the desired time frame, the work may be opened up to other contractors for bids on a case-by-case basis only. A security or performance bonds as part of these contractual services. However, the hereinafter before undertaking any requested work.

II. SCOPE OF WORK

- A. The Contractor 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 snow removal services for the City of West Branch on an “as-needed” basis. The Contractor shall coordinate with City Staff and provide digital photographs to the City and any other requested documentation before and after the requested work has been completed, immediately following the work completion. The Contractor agrees to attend and testify at any hearings that may be scheduled when the property owner or without any additional cost to the City.

III. PERFORMANCE REQUIREMENTS

- A. Personnel. The Contractor shall maintain at least two (2) separate contract persons and shall provide the City with the full legal names, business addresses, telephone numbers and email addresses of each individual designated as a contact person to ensure a timely response to the City’s request for services. The designated contact personnel must be an owner, official, or employee of the Contractor, and may not be an independent contractor of the Contractor. The Contractor shall ensure that at least one (1) emergency after-hours telephone number is provided for each contact person so that they can be accessible twenty-four (24) hours per day during the period this Agreement is in force, including Saturdays, Sundays and holidays.

- B. Response Time. The Contractor shall respond to City Staff within twenty-four (24) hours after notification from City Staff by phone or email. Discussions shall include, but shall not be limited to: scope of work, assignment of responsibilities, traffic control, approximation of work area, general construction sequence, estimated timeline, anticipated equipment needs, anticipated material needs, notices that affect businesses or residents, right-of-entry permissions if needed, storage areas, etc. The Contractor shall coordinate with City Staff to secure the work area, including traffic control, if required. The Contractor shall complete the requested abatement work within the following timelines following notification from City Staff.

Maximum Timeline Allowed to Complete Abatement

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

- C. Authority / Direction. The Contractor and/or its designated personnel shall respond to service request given by the City in a positive, courteous, and timely manner. The City reserves the right to reject the use of any Contractor personnel due to uncourteous or inappropriate behavior or for incompetence or insubordination. The City further reserves the right to reject the use of any Contractor equipment due to the inability of the equipment to function properly for the requested service or task.

- D. Property Damage. The Contractor shall be responsible for any and all damage to private and public property (including public utilities), not identified or documented in advance, while performing work. Any damages caused by the Contractor shall be repaired to new or better condition as soon as practicable. The City has the option to withhold payment until proper repair or cleanup has been made.

- E. Traffic Control. The Contractor shall be responsible for coordinating traffic control needs with the City, if required. The Contractor shall be responsible for providing construction cones / barriers / fencing to safely secure area, if required. The Contractor shall have necessary equipment on hand to immediately open the street for emergency vehicles.
- F. Waste Disposal and Cleanup. All waste material shall be the obligation of the Contractor and shall be hauled to a site of the Contractor's choice or to the Metro Park East Sanitary Landfill. Waste disposal and cleanup shall be in accordance with all Federal, State, County, and Municipal laws, regulations, and ordinances.

IV. LENGTH OF AGREEMENT

- A. This shall commence on _____, and terminates on _____.
This Agreement may be reviewed on an annual basis by written mutual consent of both the City and the Contractor. A written request to renew shall be given by the Contractor to the City no less than thirty (30) days prior to the termination date of the existing Agreement. Renewal of the Agreement shall include an increase in the compensation paid for Contractor Services from the existing Agreement based on the CPI-W (as calculated by the United States Bureau of Labor Statistics) in July of the renewing year. Contract award and renewals shall be limited to a total of 5 years from the original bid.
- B. This Agreement may be terminated for good cause, including failure to perform in accordance with Sections II, III, VI and VII of this Agreement, by the City during the Agreement period subject to written notice of the termination being delivered by personal service or by certified mail sent to the Contractor at the address referenced on the Bid Form.

V. PAYMENT

The Contractor will be required to submit invoices to the City within thirty (30) days of the work completion date and the invoice must contain the contract number, dates of requested work, type of requested work, locations where services were provided and itemization of cost of materials. Contractor shall be entitled to ten (10%) markup fee on cost of materials. The City reserves the right to refuse payment to the Contractor for untimely or incomplete submitted invoices.

VI. INSURANCE

The Contractor, performing 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.

The Contractor shall provide the City with Certificates of Insurance. Failure to provide the City with the proof of insurance shall disqualify the Contractor from bidding and constitute a breach of the Agreement.

The City shall have no responsibility or liability for such insurance coverage. The selected Contractor shall immediately provide the City with an updated Certificate of Insurance naming the City of West Branch as an additional insured.

VII. FURTHER INFORMATION

(Legal Disclosures)