



City Administrator & Staff Update

2022.11.18

- **IMAA:** Attended the IMAA Annual Meeting and CLE in Johnston, IA on November 18th.
- **Pollinator Park:** Planted, goal was to plant right before ground freezes, give it a better chance over weeds and pollinate first thing in the Spring
- **Solar:** Brian Fleming has additional information that he would like to share regarding the updated Federal program that provides a better return for cities. I'll review and discuss before bringing this forward. See earlier email.
- **Audit:** The Audit is complete, but we found one item that we believes needs corrected/updated. Auditors are reviewing and we are looking for a date to present the audit to Council.
- **Chamber Podcast:** I'll be working with Steven Brody to rape a podcast on 12/5. More of an introductory piece, but the format is informal and more conversational. Looking forward to participating. Chamber - Thank you for reaching out. That is a great idea. Steven Brody, Chamber Exec. Director, works on setting up the interviews for ATGB. I just spoke with him and let him know you are interested. He will be reaching out to you shortly about our next recording date Dec. 5. If that date doesn't work, we can look at future recording dates. PODCAST: "ALL THINGS GREATER BURLINGTON"
- **Borghi:** Chief Ryan notified Borghi's plant manager Thursday and provided a copy of the parking ordinance. They had no cars on the road at the time. A few cars were parked on the rock in back, but they had plenty of spots open out front to move to. They also have plans to expand parking (By the way...Cobo's parking has been completed). No issues with the ordinance.
- **Trail:** Attached is the DRAFT Trail Engineering agreement. I am awaiting the final review and signature from the Mall on the initial dedication document.

Police (Logan)

- I received a quote to outfit the new squad car. I'm going through it to see what can be eliminated.
- I did get the new Body Cameras ordered so waiting for them to get delivered then I will get Brad to get them set up and going for us once we receive them.
- We have a couple cases solved this past week. We had 2 handguns stolen from Farm King and we were able to identify the Suspect.
- The incident out at Pro Motor Sports that was broken into on October 23 we were able to Identify the suspect. We had another Hit and Run accident today out at Westland Fastbreak. I was able to watch the video and identify the suspect. The suspect was found and arrested for the incident.
- We have responded to 8 shoplifting complaints so far this month and the month of October we had 13.

Building/Fire (Ryan)

- Nuisances – 212 Cottage Grove – pile of limbs to be removed – property owner lives in Illinois. 217 and 221 Ballard both put in gravel driveways without permits – concrete or asphalt are mandated, gravel is not allowed. Working on complaint of junk vehicles 200 blk Shady Lane.
- Building Permits and Licenses: Sign permits – 2 issued
- Code Review – Awaiting final for south side of hospital daycare. COBO parking lot nearly finished.
- Rental Inspections –.
- Alcohol – None
- Additional:
- Fire Dept –
 - Engine 3 had three issues noted – leaking front wheel hubs; steering box issues; high volume fuel pump leaking. Centre State is getting pricing and parts time schedule put together. – UPDATE: no pricing at this time.
 - Tower 1 – during annual maintenance was found to have hydraulic oil in the brake chambers of the rear duals. Scheduled to be looked at more thoroughly on Thursday (11/17). Worst case, all brake drums and shoes need replaced at estimated cost of \$10,000. UPDATE: Centre State inspected the rear brakes and drums on Tower 1 for hydraulic fluid that splashed onto the brake drums and shoes. They were able to remove what was present using brake cleaner. The shoes and drums were deemed to be in good condition and no further work or replacement necessary.
 - Tower 1 will need tires. Priced new tires – ranges from \$9,000 (Roberts) to \$10,000 (Bauer Built). Bauer Built is the only one that can get the same brand/model tires as are on it currently. This will be the first set of tires put on Tower 1 since its purchase in 2011.
 - Watching snow accumulations and sidewalks at this point. Fingers crossed we just got all the snow we're going to for the next months and then it'll be time to mow lawns again.

Finance (Moore)/Clerk (Fry)

- Helping Kelly close out October and working to correct one audit finding

Public Works (Brissey)

- Water lab
- Sewer lab
- Lift station rounds
- Parks and Broadway trash and recycling
- Locates
- Street sweeping leaves.
- Hauling brush and leaves to land fill.
- Picking up leaf bags on Mondays
- Service trucks and Squad cars
- Serviced all city generators.
- Maintenance and clean up at sewer plant
- Lift station maintenance with Mississippi Valley Pump.
- Patching
- Going through applications for public works position.

- Working on new budget.
- Had some of the pool pumps pulled they are going to need new impellers seals and bearings be for next season.
- Still working on issues with water tower.
- Asphalt is done on Mt pleasant ST will be restriping on 11-21-22 then I will have walk throw with Matt Walker to address any problems.
- Seeding for pollinator habitat has been completed.

City of West Burlington - Force Main Study: Project Status Report #02



Project Status Report #02

Shive-Hattery Project No. [1211470](#)

Saturday November 05, 2022 thru Friday November 18, 2022

Shive-Hattery Contact Information

Description	Name	Phone	Email
Consultant	Shive-Hattery, Inc.	<u>319.364.0227</u>	
Project Design Leader	Tami Wilcox	<u>563.594.8469</u>	twilcox@shive-hattery.com
Project Manager	Danielle Cavanary	<u>319.325.9149</u>	dcavanary@shive-hattery.com

Scope

- **Summary of Work Done Last Period (end 11/18/2022):**
 - Continuing working on draft Project Need Definition Memo.
 - Analysis of Lift Station Flow data, which will be used to define a design flow for the force main.
- **Forecast of Work to be Completed Next Period (end 12/02/2022):**
 - Continuing working on draft Project Need Definition Memo.
- **Effort Outside of Scope of Services:**
 - None this period

Schedule

The Contract was executed on October 05, 2022.

Milestone/Task	Date	Notes
Need Definition Memo Submit To Client	<u>Wed Nov 30, 2022</u>	
Need Definition Memo Final Submit To Client	<u>Wed Dec 14, 2022</u>	
Submit 8-12 Options to Client	<u>Thu Dec 15, 2022</u>	
Virtual Client Meeting to Screen Option List to 1-2 Alternatives	<u>Mon Dec 19, 2022</u>	
Summary Report /Draft Facility Plan Submit to Client	<u>Thu Feb 09, 2023</u>	
Summary Report /Draft Facility Plan Review Meeting with Client	<u>Thu Feb 16, 2023</u>	
Summary Report/Draft Facility Plan Submit to Council	<u>Wed Feb 22, 2023</u>	
Summary Report/ Draft Facility Plan Present to Council	<u>Wed Mar 01, 2023</u>	
Finalize Summary Report/Draft Facility	<u>Mon Mar 06, 2023</u>	

Client Action Items

- Transmit remaining documents and data that has been requested.

1. *West Lift Station.*

- *Construction Documents for recent upgrades.*
- *Construction Permit for recent upgrades.*

2. *South Lift Station.*

- *Force main drawings.*

3. *WWTP flow diagram and elevations. This would be in the construction documents and be called Hydraulic Profile and Treatment Schematic.*

4. *Two weeks' worth of hourly pumpage data for West Lift Station from SCADA.*

5. ~~*Operation and Maintenance Manual for the West and South lift station pumps, which will have a pump curve for those pumps.*~~

- ~~Review proposed schedule and provide approval.~~

TRAIL RIGHT-OF-WAY DEDICATION AGREEMENT

This Trail Right-of-Way Dedication Agreement ("Agreement") between the City of West Burlington, Iowa and Westland Mall Realty Holding, LLC ("the Mall")(collectively, "the parties") is agreed on the following terms.

Recitals

1. Whereas the Mall has an interest in a pedestrian trail being built near it in order to increase foot and bicycle traffic to the Mall; and
2. Whereas the City is prepared to build such a trail on Mall property within a convenient distance of existing Mall entrances;

The parties now therefore agree:

1. Obligations of the City:
 - a. The City shall build a pedestrian and bike trail consistent with current SUDAS standards on Mall property along the corridor shown on Exhibit A attached;
 - b. The City will use commercially reasonable best efforts to avoid blocking access to the Mall during construction, the greatest degree reasonably possible;
 - c. Pay for all necessary title work, survey work, legal transactional work, and recording associated with transferring the ground shown in Exhibit A to the City.
 - d. For the good and valuable consideration of one dollar (\$1.00) and the valuable consideration of the building of the trail, purchase from the Mall the ground shown in Exhibit A.
2. Obligations of the Mall:
 - a. The Mall shall transfer to the City ownership of the strip of ground shown in Exhibit A, and promptly execute all documents necessary to carry into effect the transaction.
 - b. The Mall shall reasonably cooperate with the City during the construction of the trail.
3. Liability
 - a. The parties agree to assume their rights and responsibilities under the law and shall indemnify and hold the other harmless for any negligence or fault committed by them, respectively.
 - b. Notwithstanding the foregoing, the City shall indemnify, defend and hold harmless the Mall for any third-party claims against the Mall arising out of errors or omissions regarding the construction standards of the trail. Further the City shall indemnify, defend and hold harmless the Mall for any breach of duty concerning any deficiency in the public safety measures to be employed during the construction, any maintenance issues with the trail in perpetuity, and any all other claims against the Mall brought by third parties arising out of the use by a third-party of the trail, except those explicitly arising out of the negligence of the Mall.
4. Governing Law, Jurisdiction, and Dispute Resolution:

The parties shall first attempt to resolve any disputes arising under this Agreement by informal mediation between the parties. In the event said informal mediation fails, the parties shall agree on a professional mediator jointly acceptable to the parties and attempt mediation through that mediator. Failing settlement with said formal mediator, the parties may proceed to the Iowa District Court for Des Moines County, where Iowa law shall be the controlling law.

5. Complete Agreement.

This document, along with Exhibit A, shall be the complete agreement of the parties. Any amendments to this agreement must be executed in writing with the same formality as the original.

6. Authority to Sign

The parties respectively affirm they have the authority, on behalf of their respective entities, to sign this document and bind the same.

City of West Burlington, Iowa

The Mall
Westland Mall Realty Holding, LLC

Ron Teater, Mayor

Name

Kelly Fry, City Clerk

Title