



City Administrator & Staff Update

2025.08.29

- **Droppett:** Please see the attached Droppett flier Brad created and the FB posts. Shar3d the word that recycling/redemption is open and operating in WB!
- **Mall Ring Road:**
 - Engineering Services Agreement will be on the next agenda.
 - *As I am attending the housing conference, could you please send any questions you might have as soon as possible* for me to share with Jesse Howe, the engineer?
 - Engineer's Estimate: I've started compiling a list of items for the bid set, and it's pretty close to final. Based on those quantities, I'm coming up with an estimated cost of approximately \$82,600, or 101,400 if we add the alternate for milling and patching. As we've previously discussed, due of the (relatively) small size of the job, the final cost will be somewhat unpredictable and will depend largely on how the asphalt contractors choose to approach it.
 - Bidding Strategy: Based on my unpredictability concerns from the previous bullet, I recommend letting the project as soon as we can, while allowing contractors flexibility to begin work anytime between award and May of next year. I also recommend structuring this as a working day contract, with around 30 working days (about a month and a half). We could go lower if you'd like, but in general the added flexibility should help secure better pricing and may draw interest from the asphalt producers themselves.
- **Housing Conference:** Here is the link to the IEDA Housing Conference for more information: <https://opportunityiowa.gov/events/housingiowa-conference>
- **Trailhead:** I have working numbers and need to complete my review of the "students" draft cost estimates. This will enable us to apply for grants, budget, plan, etc.
- **Committee Meeting:** **The first joint committee meeting is next week. Looking forward to getting started.** Chad and I came up with a few ideas simply talking at the "Touch a Truck" event – street signs, "skins" for vehicles, and tree purchasing.
- **Housing Grant:** The IEDA/ISU Housing Assessment Grant was submitted this week. More info can be found at this link: <https://opportunityiowa.gov/community/revitalization/center-rural-revitalization/rural-housing-readiness-assessment>
- **Alice Place Tour:** The contractor is hoping to turn things over to the owner today. I mentioned the tour and as soon as they wrap up these last items we should be good to go.

- **Gerber:** I continue to work with Mr. Gerber and hope to bring forward the TIF request and project summary soon.
- **Panther Tax Credit Project:** We should hear in September if they are awarded the tax credit project this year. They did say they would resubmit next year as well, but let's hope we can get this going asap.

Building (Crooks)

- Vacation
- Jesse has been coordinating the last details related to Alice Place based off Mark's list for a final CO.

City Clerk (Fry)

- See attached Coffee and Conversation flier for September 4th at the trailhead park area.

Finance (Moore)

- Completed: Street Finance Report finalized and submitted.
- Seasonal Review: End-of-season pool numbers analyzed and compiled for reporting.
- In Progress: Initiated work on the TIF Report, the Annual Urban Renewal Report, and the Annual Finance Report; initial data and formatting are underway.
- Pending: Awaiting the auditor's report, which is needed to finalize several of the above reports.
- Next Steps: Once the audit is complete, I will incorporate the findings and move these reports to completion, ensuring compliance with deadlines and alignment with financial standards.

IT (Newberry)

- Installed Troy's new docking station and swapped out his monitor to get his setup running smoothly.
- Continued progress on deploying AppLocker across the organization:
 - AppLocker lets us control which applications and scripts are allowed to run on city systems.
 - By blocking unauthorized or unknown software, it greatly reduces the risk of malware spreading through email attachments, USB drives, or downloads.
 - This is a key layer of defense to help ensure that only approved, trusted applications are used by staff.
- Completed rollout of Virtualization-Based Security (VBS) and Credential Guard for the City Hall side; Police Department deployment is next:
 - VBS uses hardware virtualization to isolate sensitive security processes from the rest of the operating system. This makes it far harder for malware or attackers to compromise critical Windows components.
 - Credential Guard specifically protects stored credentials (like NTLM hashes and Kerberos tickets) by keeping them inside a secure, isolated environment. This

prevents attackers from using common techniques like “pass-the-hash” to move laterally inside the network.

- *These are significant security hardening steps that align with Microsoft’s best practices for enterprise environments. Happy to answer questions.*
- Canceled the current RMM (Remote Monitoring & Management) solution due to unreasonable cost increases:
 - The vendor is attempting to raise prices by 10% this year, even though inflation doesn’t justify it.
 - They had already imposed a substantial increase back in 2022 when inflation was at its peak.
 - I am now evaluating alternative RMM providers that are more budget-conscious while still offering strong monitoring and management capabilities.

Police/Fire (Logan)

- Working on an Incident that happened at Walmart today. Chris is working through interviews on witnesses that were present during the altercation.
- Did another walk through Alice Place this afternoon. They have majority of the issues fixed, couple minor details on the outside that they are getting fixed. All apartments are ready and passed the inspection, working on a few issues with drywall that needs to be addressed.
- First week of school has been ok, just working with the parents and letting them know where they can and can't park.
- Touch the Truck event went well this past weekend.

Public Works (Williams)

Streets

- Sweep
- Painted all crosswalks around the school

Utilities

- Lift station rounds
- Water and sewer labs
- Clean lift stations
- Locates (39)

Other Activities

- Parks and Broadway trash and recycling
- Service trucks and squad cars.
- Sign maintenance
- Building maintenance and cleaning up.
- Work on pool
- Haul brush/grass.
- Mow
- Water plants

- Started working on the counter in city hall as well as the council chambers
- Spray weeds
- Drain pool
- Work on sidewalk (Alice Place)
- Mow lures creek

Projects

- Alice place driveway is poured but they need to redo curb
- Four seasons have started the dirt work for the Va clinic
- We are working on getting the new turn lane ready at Walmart
- We started the sidewalk in front of Alice place last week started from the west heading east

Additional Items/Upcoming Items of Interest

- Cole passed his grade 1 water treatment and will be working toward grade 2
- Jacob signed up to take grade 3 wastewater test.
- The little league is ready to move forward with the lights at the big ball diamond and will bring it to council at the next meeting
- Droppett will be delivering there can redemption box today Aug 27. We have all the power ready and will just need to hook it up once it gets dropped off.
- Two DPW staff attended the Touch-a-Truck event last weekend with the leaf vac and sewer jet.

Professional Services Agreement

Project: Mall Ring Road 2in Overlay

Date: August 24, 2025

Client:
City of West Burlington, Iowa
Gregg Mandsager
122 Broadway Street
West Burlington, Iowa 52655

Consultant:
Hidden Prairie Engineering, PLLC
Jesse Howe, PE
13386 Hidden Prairie Drive
Burlington, Iowa 52601

1. Scope of Services

Consultant will provide professional engineering services for the Mall Ring Road 2" HMA Overlay Project in West Burlington, Iowa. The project area is located adjacent to Westland Mall and consists of resurfacing approximately 1,000 feet (953 feet) of Mall Ring Road with a 2-inch hot-mix asphalt (HMA) overlay, including all adjoining driveway connection points.

Services will include:

- Preparation of plans and specifications suitable for competitive bidding.
- Development of an estimate of probable construction cost.
- Coordination with Client staff throughout design and bidding.
- Assistance during the bidding process, including preparation of addenda as required.
- Review of contractor submittals during construction, if requested.
- Preparation of supporting materials for City Council agenda items and attendance/presentation at Council meetings as needed.
- Ongoing communication with the Client during design and bidding to address questions and ensure project intent is clearly conveyed.

Services not included: Field survey, construction observation, material testing, or construction administration. These will be considered Additional Services and will only be performed if authorized in writing by the Client.

2. Schedule

Consultant will commence work upon receiving a signed agreement (and any notice to proceed) and will deliver services according to the mutually agreed project schedule. The tentative schedule for this project is as follows:

Activity	Date
Submit Preliminary Plans for Review	August 31, 2025
Set Date for Public Hearing on Plans and Specifications (City of West Burlington)	September 3, 2025
Submit Final Plans	September 7, 2025
Set Date for Council Action to Approve Plans and Specifications (City of West Burlington)	September 17, 2025
Project Letting Date (Must be advertised for 3 weeks)	October 1, 2025
Council Action Award Project (City of West Burlington)	October 3, 2025

3. Compensation & Payment

Fee Basis: **Lump Sum fee of \$6,500.** Invoices will be issued monthly and are due within 30 days of receipt. If any invoice remains unpaid after 45 days, Consultant may suspend services upon written notice until payment is received.

Unless otherwise noted, the fee includes routine expenses (travel, printing, communications). Extraordinary expenses will be billed at cost with Client's prior approval.

4. Client Responsibilities

The Client agrees to:

- Provide available project information (as-built drawings, prior studies).
- Designate a representative to coordinate with Consultant.
- Provide timely review and decisions.
- Secure all necessary property access and coordinate with adjacent landowners if needed.

5. Standard Terms & Conditions

Standard of Care - Consultant will perform services consistent with the degree of care and skill ordinarily exercised by members of the profession under similar circumstances.

Ownership of Documents - All drawings, specifications, and deliverables prepared under this Agreement become the Client's property upon payment in full. They are intended for use on this project only. Any reuse or modification by the Client or others without Consultant's written consent shall be at the Client's sole risk.

Indemnification - Each party agrees to indemnify and hold the other harmless, to the fullest extent allowed by law, from any third-party claims, losses, or liabilities arising out of that party's own negligent acts or omissions.

Limitation of Liability - Consultant's total aggregate liability to the Client for any and all claims arising out of this Agreement shall not exceed the greater of (a) the total compensation actually paid to Consultant, or (b) \$50,000. In no event shall either party be liable for indirect, incidental, or consequential damages.

No Third-Party Beneficiaries - This Agreement is for the sole benefit of the Client and Consultant. Nothing in this Agreement gives any rights or remedies to any third party.

Mediation - If a dispute arises, the parties agree to first attempt in good faith to resolve it by non-binding mediation before pursuing litigation.

Termination for Convenience - Either party may terminate this Agreement without cause by providing 15 days' written notice. In the event of termination, Client shall pay Consultant for all services performed and expenses incurred up to the termination date.

Governing Law - This Agreement shall be governed by the laws of the State of Iowa.

Entire Agreement - This Agreement (including any listed attachments) represents the entire understanding between the parties and supersedes any prior proposals or communications. Any changes or Additional Services must be mutually agreed upon in writing.

Severability - If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

6. Acceptance

This Agreement is effective upon signature by both parties.

Client:

By: _____

Name: Gregg Mandsager

Title: City Administrator

Date:

Hidden Prairie Engineering, PLLC

By: _____

Jesse Howe, PE

Owner & Principal Engineer

Date: