

City of Tipton, Iowa

Meeting: Tipton City Special Council Meeting
Place: Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772
Date/Time: Monday, July 30, 2018, 6:00 p.m.
Web Page: www.tiptoniowa.org
Posted: Friday, July 27, 2018 (Front door of City Hall & City Website)

Mayor:	Bryan Carney		
Council At Large:	Leanne Boots	Council At Large:	Pam Spear
Council Ward #1:	Ross Leeper	Council Ward #2:	Dean Anderson
Council Ward #3:	Tim McNeill		
City Manager:	Brian Wagner	City Attorney:	Lynch Dallas, P.C.
Finance Director:	Melissa Armstrong	Gas Utilities Supt:	Virgil Penrod
City Clerk:	Amy Lenz	Electric Utilities Supt:	Floyd Taber
Dir. of Public Works:	Steve Nash	Water & Sewer:	Brian Brennan
Police Chief:	Lisa Kepford	Emergency Med Dir:	Brad Ratliff
Park & Recreation:	Adam Spangler	Economic Dev. Director:	Linda Beck

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Agenda Additions/Agenda Approval
- E. Communications:

If you wish to address the City Council regarding an issue, whether on the agenda or something not on the agenda, please approach the lectern at this time and give your name and address for the public record before discussing your item.

F. Consent Agenda

Note: These are routine items and will be enacted by one motion without separate discussion unless a Council Member requests separate consideration.

1. Development Director's Report, July 2018

G. Public Hearing

H. Mayoral Proclamation

I. Old Business

1. Discussion and Possible Action Concerning Approval of IIW's Proposed Agreement for the Crooked Creek Trail Conceptual Study (Bike Trail)

J. New Business

1. Consideration of Street Closure, East 5th St., between Cedar St. and Meridian St., for Touch A Truck on August 4th, 10:00 a.m. to 2:30 p.m.
2. Consideration of Street Closure, East 5th St., between Cedar St. and Meridian St., and behind the Courthouse on Meridian, for Car/Tractor Show on September 27th, 5:30 p.m. to 7:30 p.m.
3. Discussion and possible action authorizing the use of budgeted Ambulance Service funds to hire part-timers and find the best way to cover as many hours as possible.

4. Discussion and possible action concerning recommendations of the downtown parking committee for a 9-month study to allow 48-hour parking in specified locations.

K. Reports of Mayor/ Council/ Manager/ Department Heads

1. Mayor's Report
2. Council Reports
3. Committee Reports
4. City Manager's Report
5. Department Heads

L. Adjournment

Pursuant to §21.4(2) of the Code of Iowa, the City has the right to amend this agenda up until 24 hours before the posted meeting time.

If anyone with a disability would like to attend the meeting, please call City Hall at 886-6187 to arrange for accommodations/transportation.

Tipton Development Director –Report July 2018 – Linda Beck

- Continue working on Wayfinding signage – John Wandsnider and Marie Amundson with IIW is helping guide me with this project – they are in communications with the DOT with sign placement. Have looked at a sample sign
- Continue to work on bike trail with City Manager
- Fourth of July Celebration completed for another year
- Working on Ride N Rock event with Chamber committee slated for October 6th
- Continue to work with Bryan Caspary regarding a mural downtown – will be meeting with Bryan after my vacation. Bryan is working on the drawing. Great Places Grant was awarded to Cedar County!
- Music Downtown rescheduled Matt & Mike for July 19th. Methodist Church Praise Band playing on August 2nd.
- Met with another downtown business owner regarding new DRIP application
- Movies in the Park: Wonder is scheduled to be shown on August 4th at dusk
- Middle school students volunteered to sweep up downtown
- Meeting held with Bobby Kaufmann, Brian Wagner, Brian Brennan and Steve Nash to discuss
- Finalized two DRIP reimbursements
- Arranged for Tom Banta to do synchronist meetings with Cummins Manufacturing and Cedar Poly
- Working with Barbara Dunn-Swanson with ISU – Cedar County Extension office on a program for City staff. Is scheduled for September 17th
- Working on Ridiculous Days and Touch A Truck which is scheduled for Saturday, August 4th
- Two meetings held with different business owners regarding TIF
- Freedom Rock was moved to Cedar County Courthouse lawn on June 11th. See picture below
- Floyd Taber (Electric Superintendent) and I sprayed weeds downtown that were missed
- Meeting arranged for July 26th with Christine Boeve to discuss art downtown
- Talked to Jennifer Walker with ECIA regarding a grant for a mural as part of Great Places. Jennifer is collecting information

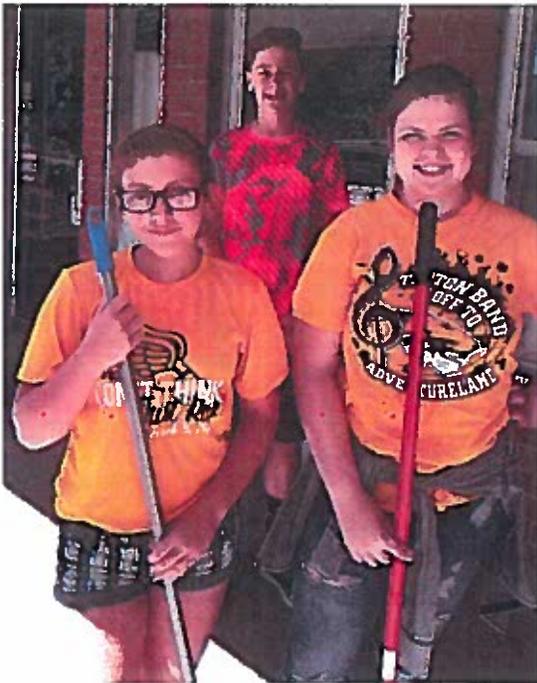
Cedar County Freedom Rock



Music Downtown



Middle School Students
Sweep Downtown



July 25, 2018

Mr. Brian Wagner, City Manager
 City of Tipton
 407 Lynn St.
 Tipton, IA 52772

**Re: Proposal for Professional Services
 City of Tipton
 Crooked Creek Trail Conceptual Study
 IIW Project No.: 18110**

Dear Mr. Wagner:

We thank you, once again, for the opportunity to present this proposal for the above project. We are confident that the resources we have allocated and the schedule that we have proposed will meet the City's requirements and expectations for a successful project.

IIW has been in the business of helping communities successfully complete recreational, multi-use, and bicycle trail facilities projects since the founding of the company in 1982. We are very familiar with the many requirements for the Americans with Disabilities Act (ADA) and regulatory compliance for trails as well as the various funding sources available. We have guided municipalities and other agencies through the trail development process, from pre-concept all the way to a ribbon cutting, on many trail projects.

We have divided this Proposal into the following sections:

PROJECT DESCRIPTION

The Crooked Creek Trail project is at its infancy with regard to trail development. Determining the desirable route and features for the trail should match the goals the City wishes to achieve with the trail. It is important that the City involve the right people and follow an effective process for identifying the goals, route, and features and for arriving at the optimum conceptual plan to meet those goals. IIW has a tried-and-true process to guide the City to success.

Following is our proposed Scope of Services for the Trail Route Conceptual Study:

SCOPE OF SERVICES

1. One meeting at City Hall with the City/Stakeholders to identify/clarify goals and objectives and review preferred route locations, features, etc.
2. Gather site data including topography and drainage patterns utilizing LIDAR as well as readily available property ownership and utilities information.
3. Perform hydrologic analysis to locate 2-year and 10-year flood boundary adjacent to the anticipated trail location (this will help to determine where asphalt millings can be used without incurring frequent maintenance).
4. Identify possible trail surface materials, design criteria, geometry, site enhancement and fencing features, and cost-saving options.

ARCHITECTURE
 CIVIL ENGINEERING
 CONSTRUCTION SERVICES
 ENVIRONMENTAL ENGINEERING
 LAND SURVEYING
 MUNICIPAL ENGINEERING
 STRUCTURAL ENGINEERING
 TRANSPORTATION ENGINEERING

Dennis F. Waugh, PE/SE*
 Charles A. Cate, PE **
 Gary D. Sejkora, PE **
 Michael A. Jansen, PE/SE
 Timothy J. Tranel, PE*
 John F. Wandsnider, PE
 Julie P. Neebel, PE
 James P. Kaune, PE
 Thomas J. Oster, PLS **
 Wray A. Childers, PLS **
 Geoffrey T. Blandin, PE
 Mark C. Jobgen, PE **
 Lauren N. Ray, PE/SE
 Cody T. Austin, PE*
 Marc D. Ruden, PE
 Mark R. Fassbinder, AIA*
 Michael A. Ruden, NCARB/AIA*
 Eric J. Helminiak, PE/SE*
 Jeffrey J. Brandt, PLS
 Craig L. Geiser, PLS
 David A. Leapaldt, AIA, CID*
 Nathan W. Miller, PE
 Damian D. Baumhover, NCARB/AIA
 Nicholas A. Schneider, PE
 Christian J. Hendrie, AIA
 Eldon M. Schneider, PE
 Whitney A. Loughheed, AIA*
 Patrick R. Ready, PE
 Nicholas M. Rettenberger, AIA
 Christopher A. Becklin, PE
 Courtney E. Wand, PE
 Jonathan H. Lutz, PE
 John M. Tranmer, PLS
 Andrew C. Busch, NCARB/AIA
 Marie P. Amundson, PE
 Bryson E. Winsky, PE
 Jeri M. Vondera, PE
 Noah J. Hofrichter, PE
 Andrew J. Goedken, PE

* LEED AP
 ** Retired

5. Develop draft concept plan drawing for up to three options for use in public/property-owner information meeting.
6. One meeting at City Hall with the City/Stakeholders as well as the public and property owners along proposed trail route for information presentation and gathering.
7. Immediately following public meeting, meet with the City/Stakeholders to identify possible changes to the trail concept gathered from the public meeting and to refine concept to one trail option.
8. Finalize Crooked Creek Trail Conceptual Plan.
9. Identify number of easement/property acquisitions.
10. Develop Conceptual Cost Estimate for preferred trail concept.
11. Identify regulatory permitting requirements for implementation of trail concept.
12. Present Conceptual Plan and Conceptual Cost Estimate, and provide guidance for phasing of project to meet funding and budgetary situation, at one public meeting at City Hall.

EXCLUSIONS FROM PROFESSIONAL SERVICES

1. Preliminary design services in addition to that listed above.
2. Final design phase services.
3. Preparation of contract and bid documents and bidding services.
4. Construction survey, observation or administrative services.
5. Preparation of applications or supporting documents for funding other than provided above.
6. Services resulting from significant changes in the general scope or schedule of work.
7. Providing any type of land/property surveys, plant, or exhibits.
8. Perform soil borings or obtain soil boring services.
9. Changes to or meetings related to the conceptual plan, except as provided above.
10. Hard copy prints, maps, etc. other than included above

COMPENSATION

Compensation for the above Scope of Services for the Trail Route Conceptual Study shall be a lump sum fee of \$17,522.00 (seventeen thousand five hundred twenty-two dollars and zero cents).

In addition to compensation for the above Scope of Services, we understand the City may pursue funding. In the event engineering assistance is required for a specific type of grant application, this assistance would be outside the Scope of Services. The fee would be determined according to the amount of engineering services required at our current hourly rates.

SCHEDULE

Completion of the Trail Route Conceptual Study shall be completed within 45 days of receipt of this signed Proposal granting authorization to proceed, subject to alignment of meeting times, etc..

GENERAL TERMS AND CONDITIONS

The attached General Terms and Conditions are a part of this Proposal. This proposal is valid for 30 days from the date it was issued. If the services and fees defined in this proposal are acceptable, please return one signed copy to our office. If you have any questions, or require further assistance, please feel free to contact me at j.wandsnider@iwengr.com or our office at (563) 556-2464.

Thank you for allowing IIW, P.C. to submit this proposal for engineering services. We look forward to assisting you on this project.

Sincerely,
IIW, P.C.



John F. Wandsnider, P.E.
Project Manager



Patrick R. Ready, P.E.
Director of Engineering Operations

AUTHORIZATION

The City of Tipton hereby accepts this Proposal and General Terms and Conditions and authorizes this work.

Authorized Signature

Date

Typed or Printed Name

THE FOLLOWING GENERAL TERMS AND CONDITIONS SHALL APPLY TO THE ATTACHED AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN IIW, P.C., HEREIN REFERRED TO AS THE CONSULTANT, AND THE CLIENT IDENTIFIED IN THE ATTACHED AGREEMENT.

General Terms and Conditions for the City of Tipton Agreements

The Client shall provide all criteria and full information with regard to his or her requirements for the Project, and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the schematic design phase, design development phase, and contract documents phase. These approvals shall include an authorization to proceed to the next phase.

Services beyond those outlined in the proposal may be required or be required as a result of unforeseen circumstances. The Consultant under terms mutually agreed upon by the Client and the Consultant may provide these services.

For the scope of services agreed upon, the Client agrees to pay the Consultant the compensation as stated. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 45 days after the invoice date. A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowed by law on the then outstanding balance of Past Due accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

The Consultant shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect the Consultant from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the Consultant's services under this Agreement, and from claims under the Worker's Compensation Acts. The Consultant shall, if requested in writing, issue a certificate confirming such insurance to the Client.

The Client and the Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

The Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this agreement.

All documents including calculations, computer files, drawings, and specifications prepared by the Consultant pursuant to this Agreement are instruments of professional service intended for the one time use in construction of this project. They are and shall remain the property of the Consultant. Any re-use without written approval or adaptation by the Consultant shall be at the Client's sole risk and the Client agrees to indemnify and hold the Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse of documents by the Client and by others acting through the Client.

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format or text, data, graphic, or of other types that are furnished by the Consultant to the Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, the Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the Consultant at the beginning of this project.

The delivery of electronic information to Contractors is for the benefit of the Owner for whom the design services have been performed. Nothing in the transfer should be construed to provide any right of the Contractor to rely on the information provided or that the use of the electronic information implies the review and approval by the Design Professional of the information. Electronic information is drawings, data, modeled data, or computational models. It is our professional opinion that this electronic information provides design information current as of the date of its release. Any use of this information is at the sole risk and liability of the user who is also responsible for updating the information to reflect any changes in the design following the preparation date of this information. The transfer of electronic information is subject to the approval of the Design Professional. Depending upon the type of information requested, and the format, a fee may be required for acquisition of the data, payable to the Design Professional. Contractors are required to submit a request in writing to the Design Professional indicating the type and format of the information requested. The Design Professional will make a reasonable effort to determine whether or not the information can be provided as requested, and the fee for providing the information.

If this Agreement provides for any construction phase services by the Consultant, it is understood that the Contractor, not the Consultant, its agents, employees, or sub-consultants, is responsible for the construction of the project, and that the Consultant is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures employed by the Contractor.

When included in the Consultant's scope of services, opinions of probable construction cost are prepared on the basis of the Consultant's experience and qualifications and represent the Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others; over contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the Consultant's opinions of probable construction cost.

The Client and the Consultant each binds himself or herself, partners, successors, executors, administrators, assigns, and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates, and sub-contractors, as he or she may deem appropriate to assist in the performance of services hereunder.

It is acknowledged by both parties that the Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste, or radioactive materials. The Client acknowledges that the Consultant is performing professional services for the Client and the Consultant is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

The Client may terminate this Agreement with seven days (7) prior written notice to the Consultant for convenience or cause. The Consultant may terminate this Agreement for cause with seven (7) days prior written notice to the Client. The Client is obligated to pay for all services rendered up to the date the Consultant receives the written notice of intent to terminate. Failure of the Client to make payments when due shall be cause for suspension of services or ultimately termination, unless and until the Consultant has been paid in all full amounts due for services, expenses, and other related charges.

AGENDA ITEM J-1

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	7/30/2018
AGENDA ITEM:	Touch a Truck Event
ACTION:	Motion to approve, deny or table

SYNOPSIS: Touch a Truck is a family event that allows children to explore trucks of all shapes and sizes. Many communities across our country sponsor this event for children to investigate trucks, sit in a driver's seat, look at the big tires etc. Event date is Saturday, August 4th from 12 a.m. – 2 p.m.

1. I request the council to consider having city vehicles for this event
2. I request 5th street – Cedar to Meridian be barricaded from 10:00 a.m. – 2:30 p.m. for the trucks to line up and park

BUDGET ITEM: None

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Touch a Truck event motion to approve, deny or table: blocking 5th Street – Cedar to Meridian from 10:00 a.m. – 2:30 p.m. to ensure the trucks can be safely parked and exit. 2. Motion to approve, deny or table in allowing city vehicles to participate

ATTACHMENTS: None

PREPARED BY: Linda Beck

DATE PREPARED: 7/24/2018

AGENDA ITEM J-2

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	7/30/2018
AGENDA ITEM:	Request from Tipton US Bank to barricade Streets for tractor/car show
ACTION:	Move to Approve, Deny or Table

SYNOPSIS:

Tipton US Bank is having a Car show on Thursday, September 27th from 5:30 p.m. – 7:30 p.m.

They request 5th Street from Cedar to Meridian be blocked as well as behind the courthouse on Meridian.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck/ request from US Bank

MAYOR/COUNCIL ACTION: Approve, deny or table

ATTACHMENTS: None

PREPARED BY: Linda Beck

DATE PREPARED: 7/24/2018

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	Special Council meeting of July 30, 2018.
AGENDA ITEM:	Discussion and possible action authorizing the use of budgeted Ambulance Service funds to hire part-timers in order to find the best way to cover as many hours as possible.
ACTION:	Motion to approve, table, or deny.

SYNOPSIS

The Personnel Committee (Leanne, Pam was unable to attend) met with the Mayor, Brad, Melissa, and me concerning the use of the funding for part-timers in the FY 18-19 Ambulance Service budget. The total FY 18-19 budget line for part-time help is \$109,957. The Committee meeting paid particular attention to the additional \$23,500 that were added to this budget line for this fiscal year.

This agenda item is worded in an open-ended fashion because there's a degree of uncertainty about the number of candidates that might apply and the types of certifications they might hold. The suggested motion is meant to allow some flexibility along these lines.

The goal for staffing more part-time hours is to reduce the Ambulance Service's gaps in uncovered hours and enhance the ambulance response capabilities. When not responding to emergency calls, the newly added staff would be able to focus on public outreach, education and prevention. Additional paid part-time staffing hours would be oriented to cover gaps in the schedule, not replace scheduled volunteers.

REPAIRED BY: BR, BW

DATE PREPARED: July 25, 2018

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	Special Council meeting of July 30, 2018.
AGENDA ITEM:	Discussion and possible action concerning recommendations of downtown parking committee for a 9-month study to allow 48-hour parking in these locations: a.) W 6 th Street: Cedar to Lynn, North side. b.) E 6 th Street: Cedar to Meridian, North side. c.) E 6 th Street: Cedar to Meridian, West ½ block, south side. d.) Meridian: 6 th to 5 th , North ½ block, west side. e.) W 4 th Street: Cedar to Lynn, South side. f.) E 4 th Street: Cedar to Meridian, East ½ block, south side.
ACTION:	Motion to approve, table, or deny.

SYNOPSIS

The Downtown Parking Committee met three times. The Mayor and I were at all three meetings.

The first meeting was with business owners/managers, landlords of upper-story apartments, tenants, and some who were a combination of more than one of these. This meeting generated a lot of ideas that suggested several new parking options.

The second meeting was with Lisa Kepford and Steve Nash. They reviewed the suggestions from the first meeting to see which ones they felt were the most viable.

The third meeting included people from the first two meetings. The attached aerial photo reflects the compromises that were reached by highlighting the areas that are now proposed for a 9-month study to allow 48-hour parking. These general areas are shown in green.

These areas were preferred because they present less problems for garbage/recycling pickups, street sweeping, and/or snow removal.

As Lisa wrote, these proposed changes "...should add approximately 20-25 spaces of overnight parking for the downtown area. Along with the current parking in the north lot of the courthouse and the north side of city hall (another 15-20 spaces), all apartments downtown will have access to overnight parking that is within ½ to 1 block of each apartment. A nine-month parking study will be done starting August 1st through April 30th to monitor the effectiveness and usage of these spaces and to identify any issues that may arise with the changes."

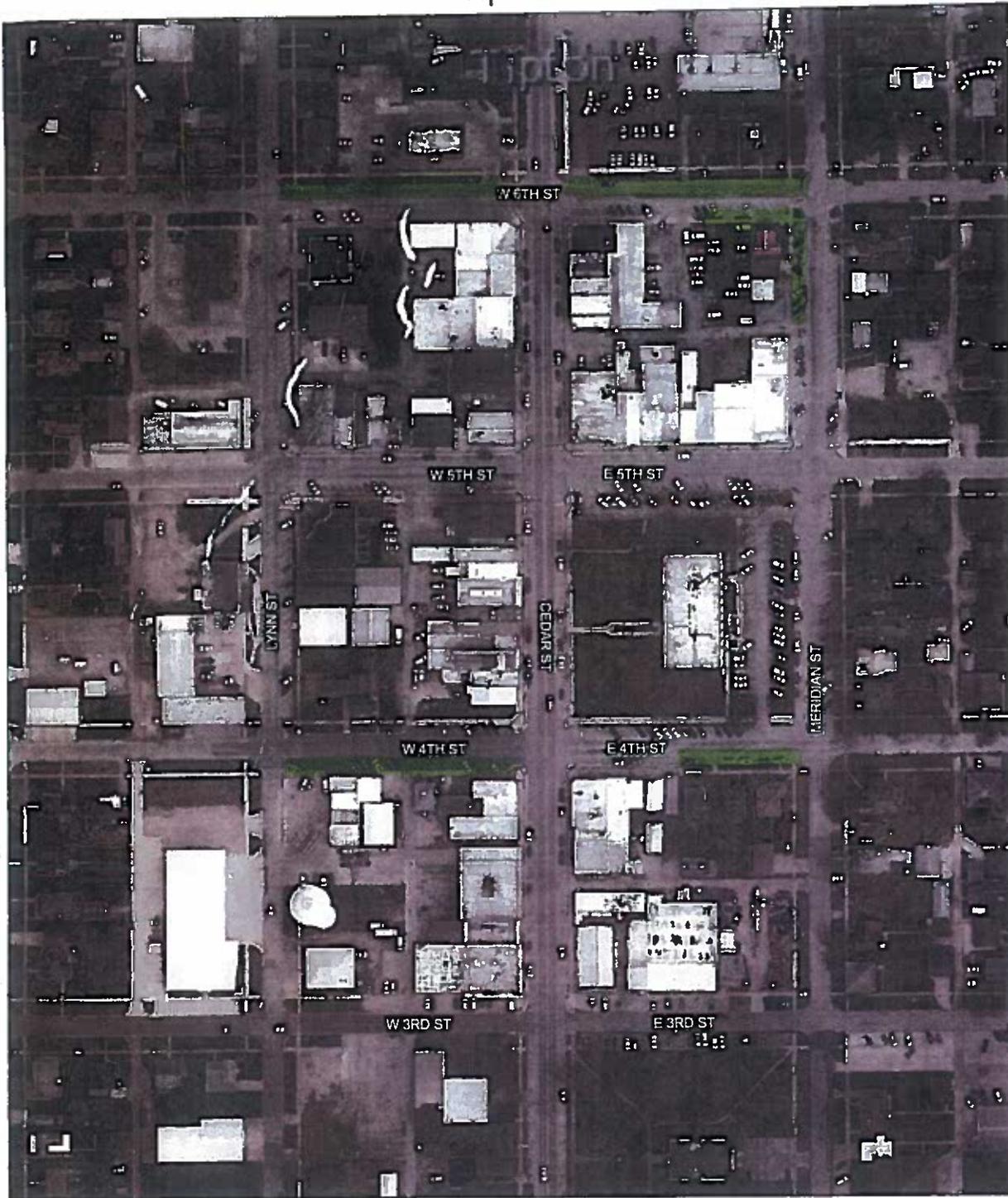
If approved, the trial period will require the removal and likely replacement of the parking signs in these areas.

Sept 1 or Oct 1 might also be considered as starting dates for the 9-month study. This would give time to have new parking signs made. And, it would give some time to see if there's a reaction from the property owners whose properties these changes will abut.

REPAIRED BY: LK, BW

DATE PREPARED: July 26, 2018

Tipton



07/02/2018 3:32:21 PM

Roads

 City Limits



Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community

PUBLIC MEETING: TRAINING SESSION

**Zoning Board of Adjustment,
Planning & Zoning Commission, and
City Council
Tipton Fire Station, 301 Lynn Street
Monday, July 30, 2018
6:30 p.m.**

Public Notice:

Steve Leidinger (Lynch Dallas Law Firm/City Attorney) will present a training session on the roles and responsibilities of the Zoning Board of Adjustment and the Planning & Zoning Commission.

The Mayor and City Council have been invited.

The general public is also invited to attend.

This is an informational training session. No formal action will be taken.