

**City of Tipton, Iowa**

**Meeting:** Tipton City Council Meeting  
**Place:** Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772  
**Date/Time:** Monday, July 31, 2023, 5:30 p.m.  
**Web Page:** [www.tiptoniowa.org](http://www.tiptoniowa.org)  
**Posted:** Friday, July 28, 2023 (Front door of City Hall & City Website)

Please join my meeting from your computer, tablet, or smartphone.

<https://meet.goto.com/642904677>

You can also dial in using your phone.

Access Code:

642-904-677

United States (Toll Free):

[1 866 899 4679](tel:18668994679)

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**Mayor:** Bryan Carney

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|                               |                      |                                |                    |
|-------------------------------|----------------------|--------------------------------|--------------------|
| <b>Council at Large:</b>      | Abby Cummins-VanScoy | <b>Council At Large:</b>       | Jason Paustian     |
| <b>Council Ward #1</b>        | Ron Hembry           | <b>Council Ward #2</b>         | Mike Helm          |
| <b>Council Ward #3</b>        | Tim McNeill          | <b>City Attorney:</b>          | Lynch Dallas, P.C. |
| <b>City Manager:</b>          | Brian Wagner         | <b>Interim Gas Supt:</b>       | Virgil Penrod      |
| <b>Finance Director:</b>      | Melissa Armstrong    | <b>Electric Supt:</b>          | Jon Walsh          |
| <b>City Clerk:</b>            | Amy Lenz             | <b>Water &amp; Sewer Supt:</b> | Brian Brennan      |
| <b>Dir. Of Public Works:</b>  | Steve Nash           | <b>Ambulance Svc Dir:</b>      | Brad Ratliff       |
| <b>Police Chief:</b>          | Lisa DuFour          | <b>Economic Dev. Dir.</b>      | Linda Beck         |
| <b>Park &amp; Recreation:</b> | Adam Spangler        | <b>Library Director:</b>       | Denise Smith       |

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- 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. Scheduled communications are allowed to speak up to five minutes. Unscheduled communications are allowed to speak up to three minutes.

**F. City Business**

1. Closed Session. Closed session pursuant to Iowa Code Chapter 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.
2. Discussion and possible action authorizing course of action resulting from the previous closed session.
3. Discussion and possible action concerning an agreement between KPE and the City of Tipton
4. Discussion and possible action concerning removing the remaining curb and gutter in the first block of Cedar St (between South and 1<sup>st</sup> Street). Project is estimated to be around \$9,000.

5. Discussion and possible action concerning approval of a chip/seal project on West 2<sup>nd</sup> Street from Lemon to Cedar.

**G. 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

**H. 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.**

July 25, 2023  
F-341-001

The City of Tipton Iowa  
c/o Lynch Dallas, P.C.  
Attn: Patrick J. O'Connell  
526 Second Avenue SE  
Cedar Rapids, Iowa 52401  
poconnell@lynchdallas.com

RE: The City of Tipton, Iowa/James Kennedy Aquatic Center

MEMORANDUM AGREEMENT

THIS MEMORANDUM AGREEMENT is made and entered into this 25th day of July 2023, by and between KPE –Architecture, Engineering, Forensics ("Consultant") and The City of Tipton Iowa regarding the James Kennedy Aquatic Center.

**Scope of Work and Cost**

KPE will provide Professional Consulting Engineering services as requested by the client for the City of Tipton's, James Kennedy Aquatic Center Inspection. Services will be charged to the Client on an hourly basis in accordance with the Consultant's rate schedule. The following is a brief description of services that are included in this agreement:

**Scope:**

1. Review City's project documentation including Change orders on HVAC work versus HBK scope of work and HBK project budget recommendations and opine on whether HBK met expected standard of practice.
2. Review HBK drawings and paint specifications and opine on whether paint specification and applicable drawings meets expected standard of practice with respect to natatorium environment.
3. Coordinate with the City and their attorney on any litigation paths available to help make the owner whole.
4. Provide a description of the existing pool dehumidification system (2 RTUs with 2 air-cooled condensers) with listed capacities such as outside air flow, heating capacity, cooling capacity.
5. Provide the expected design capacities required to meet the HVAC requirements of the natatorium once the building is modeled to produce the HVAC design load profile.
6. Provide a description of the recommended repairs and retrofits to the dehumidification system (the 2 RTUs and their air-cooled condensers) as conducted by the engineer as shown in the latest project's engineering design documents.

7. Provide a description of the costs of all the change orders incurred on the latest project's pool dehumidification system's project design in (c.) above.
8. Provide an opinion on whether or not the designed system (from (c.) above) should have worked to properly heat, cool and dehumidify the natatorium. Describe any deficiencies.

This agreement and Scope of Services does NOT include mediation, court preparation or formal reports, but instead includes preliminary opinions after reviewing the documentation presented and performing calculations as needed to arrive at opinions.

The Client will provide a \$8,000 retainer fee (to cover the scope of work above) to the Consultant which will be applied to the Consultant's final invoice to the Client. The tendering of the Consultant's retainer fee by the Client and/or the acceptance of same by the Consultant shall constitute acceptance of the terms of this memorandum agreement.

All work product generated by the Consultant for the Client's case shall become the property of the Client upon full payment of the Consultant's invoices.

The Consultant shall not be committed to work for the Client until retained per this written agreement and the retainer is received. The Consultant agrees not to work for any other party, or in any manner, on the subject case/project once retained orally and then in writing. Consultant must receive Client's retainer fee, and this completed Memorandum of Agreement within 7 days to maintain this commitment. After 7 days, if the retainer fee and completed Memorandum of Agreement have not been received, the Consultant has the right to terminate the retention.

#### **Terms and Conditions**

Please indicate your acceptance of this agreement and the attached Terms and Conditions, by signing where indicated below, and returning one original signed copy to this office. KPE shall fully commit to the work required for providing expert testimony on behalf of the client only after receipt of the required retainer fee discussed herein.

This letter agreement dated 7/25/23 between: The City of Tipton Iowa (CLIENT) and KPE Architecture, Engineering, Forensics (KPE) (CONSULTANT) has the following General Provisions agreed to by CONSULTANT AND CLIENT:

**Termination of Agreement:** This agreement or any portion thereof may be terminated by either party upon 7 days written notice to the other party. In the event such Notice of Termination shall be given, full payment of Consulting and/or Engineering work performed prior to the date of termination shall be made to CONSULTANT within 30 days after the date of termination.

**Successors and Assigns:** Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

**Payment:** CONSULTANT will bill you monthly for services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to CONSULTANT upon receipt of the invoice. Invoicing shall occur no more frequently than monthly intervals. CONSULTANT discontinues work on the CLIENT's project if full payment is not received within 30 days from the date of the CONSULTANT's invoice. Invoices not paid within 60 days of the date of the invoice bear the maximum allowable interest rate. CLIENT's account shall be current and in good standing prior to CONSULTANT's continued performance which includes depositions and testimonies. The CONSULTANT does not perform professional services on a contingency basis.

KPE – Architecture, Engineering, Forensics – **CONSULTANT**

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Kevin C. Power, President

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The City of Tipton Iowa – **CLIENT**

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Bryan Carney, Mayor

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Date of Acceptance

# Memo

**To:** City Council, Mayor Carney  
**From:** Steve Nash, Public Works  
**cc:** Brian Wagner, City Manager & Melissa Armstrong  
**Date:** July 25, 2023  
**Re:** Curb and gutter removal on 38 project, and Chip/Seal surface on West 2nd

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Two situations have surfaced that everyone needs to be aware of.

1. The remaining curb and gutter that was not scheduled to be removed in the first block of Cedar St ( between South and 1<sup>st</sup> Street) is now being considered for removal. Some of the Curb & Gutter was found to have deteriorated joints once they were exposed. And some developed cracks as the old street was removed. The additional cost to replacing it all was estimated at a little over \$9,000 dollars. I have attached some pictures and would be glad to walk the project with anyone interested in a first-hand look at the situation.
2. The other situation involves Chip/Sealing West 2<sup>nd</sup> street from Lemon to Cedar. L.L.Pelling is in the area and has given us a quote of \$17,096.40 for a single Seal Coat. There would be some additional cost of cold mix patching at \$285.00 per ton. I don't think there will be that much patching on that street. The total should be around \$20,000. Once again, I would be glad to meet with anyone to view the street. Talking to Brian and Melissa, we could work this into this year's street maintenance.

Both of these items will be on the next Council Meeting Agenda for formal approval. Hopefully, we can all agree on going forward to complete these items. We do need to know your thoughts if you disagree as soon as possible. LL Pelling will only be in the area for the next 2 days. Please respond either way to myself only, and I will forward all e-mail to Brian & Melissa.

# PROPOSAL

City of Tipton  
Attn. Steve  
407 Lynn St.  
Tipton, Iowa 52772



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 1

## RE: 2023 Sealcoat Work

### Description of Work:

#### Type B Work

B. Single seal coat consisting of:

Power broom streets

Furnish and apply single seal coat of MC-3000 asphalt

Furnish, spread and roll 3/8" chips.

### NOTES:

1. Billing on final units completed.
2. Cold Mix Patching amount is an *estimated* quantity. Invoice will be on actual tons placed.

\*Is this project tax exempt? Yes \_\_\_ No \_\_\_. *If you checked yes, please send the Iowa Construction Sales Tax Form with your signed proposal.*

Authorized  
Signature

Greg Eganhouse

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**“Committed to Excellence since 1948”**

# PROPOSAL

City of Tipton  
Attn. Steve  
407 Lynn St.  
Tipton, Iowa 52772

Phone: Steve 563-886-4275



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52471 (319) 626-4600 FAX (319) 626-4605

Email: [snash@tiptoniowa.com](mailto:snash@tiptoniowa.com)

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 2

| Street              | From  | To    | L (ft) | W (ft) | TYPE OF WORK (SY) |        | Total |
|---------------------|-------|-------|--------|--------|-------------------|--------|-------|
|                     |       |       |        |        | Type A            | Type B |       |
| 2nd<br>Park Rd.     | Lemon | Cedar | A      |        |                   | -      | \$ -  |
|                     |       |       | B      | 2192   | 26                |        | 6,332 |
| Park Rd.            |       |       | A      |        |                   | -      | \$ -  |
|                     |       |       | B      | 846    | 25                |        | 2,350 |
| Park Rd.            |       |       | A      |        |                   | -      | \$ -  |
|                     |       |       | B      | 553    | 28                |        | 1,720 |
| Park Rd.            |       |       | A      |        |                   | -      | \$ -  |
|                     |       |       | B      | 758    | 21                |        | 1,769 |
| East parking<br>Lot |       |       | A      |        |                   | -      | \$ -  |
|                     |       |       | B      | 359    | 40                |        | 1,596 |
| West parking<br>lot |       |       | A      |        |                   | -      | \$ -  |
|                     |       |       | B      | 359    | 51                |        | 2,034 |
|                     |       |       | A      |        |                   | -      | \$ -  |
|                     |       |       | B      |        |                   |        | -     |
|                     |       |       | A      |        |                   | -      | \$ -  |
|                     |       |       | B      |        |                   |        | -     |
|                     |       |       | A      |        |                   | -      | \$ -  |
|                     |       |       | B      |        |                   |        | -     |

| Summary of Work                          | Unit of Measure | Quantity | Unit Cost | Total        |
|--|-----------------|----------|-----------|--------------|
| Type B Work                              | Square Yd       | 15,801   | \$ 2.70   | \$ 42,662.70 |
| Cold Mix Patching                        | per ton         | 30.00    | \$ 285.00 | \$ 8,550.00  |
| NOTES: Billing on final units completed. |                 |          |           | \$ 51,212.70 |

Date: 3/22/2023

Authorized Signature Greg Eganhouse

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**“Committed to Excellence since 1948”**