



AGENDA ~ Regular Committee of the Whole Meeting

DATE: Tuesday, June 8, 2021
TIME: Immediately Following the Council Meeting
PLACE: City Hall Council Chambers

IF YOU WISH TO PARTICIPATE IN THE MEETING VIA CONFERENCE CALL, YOU WILL NEED TO CALL 563-265-8337 AND ENTER PASSCODE: 460975212#.

1. ROLL CALL

2. MEETING ITEMS

- 2.a YWCA LMI Funds Report for 2021 - Angie Bloomfield, YWCA Empowerment Director
[YWCA Annual Certification - FYE2021 - LMI Funds Agreement](#)
- 2.b Referral from Traffic Study Commission - Jason Craft, City Engineer
 - 1. Potential closure of part of 8th Avenue South (temporary and permanent)
[Council Report - Referral from Traffic Study Commission - Jason Craft, City Engineer 1. Potential closure of part of 8th Avenue South \(temporary and p - Pdf](#)
- 2.c Manufacturing Drive RAISE Grant - Jason Craft, City Engineer
[Council Report - Manufacturing Drive RAISE Grant - Pdf](#)
- 2.d Update to City Vehicle Towing Service Policy - Kevin Gyrion, Police Chief
[Council Report - Update to City Vehicle Towing Service Policy - Pdf](#)

3. MAYOR AND COUNCIL UPDATES

4. ADJOURNMENT

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EXHIBIT A
Annual Certification

Dated May 28, 2021

[Due to City by no later than June 1 of each year per the terms of the LMI Funds Agreement]

YWCA certifies the following:

(i) YWCA has conducted the following LMI Activities during the preceding fiscal year:

Description	Cost
1. <u>See attachment</u>	<u>\$15,004.53</u>
2.	
3.	
4.	
5.	

(ii) The LMI Payments were used solely for housing assistance to LMI Families; and

(iii) The undersigned officer of YWCA has re-examined the terms and provisions of the LMI Funds Agreement and certifies that, at the date of this certification, and during the preceding twelve (12) months, YWCA is not, or was not, in default in the fulfillment of any of the terms and conditions of the LMI Funds Agreement.

Dated this 28 day of May, 2021

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

**YWCA OF CLINTON, IOWA,
an Iowa non-profit corporation**

By: [Signature]

Print Name: Shannon Sander-Welzien

Title: Executive Director

Attached is documentation showing the costs incurred by the YWCA for LMI Activities.
01480714-1\13545-107

Agenda Item #2.a

Date	Landlord	Client	Rent	Deposit	Utility	Total
10/23/2020	Jim Connell 5032 55th ave Bettendorf, IA	J. L. 906 5th Ave. S. Unit A-2 Clinton, IA	\$ 255.00			\$ 255.00
11/9/2020	Westlyn Co. 581 Breezy Pt Drive Clinton	J. W./D. H. 546 7th Ave S. Clinton IA	\$ 325.00			\$ 325.00
11/27/2020	Eagle Point Realty 402 6th Ave S. Clinton, IA	R. B. 1902 Pershing Blvd #3 Clinton, IA	\$ 566.00	\$ 500.00		\$ 1,066.00
1/12/2021	Todd Wulff	A. T. 434 7th Ave. S. #2 Clinton Iowa	\$ 950.00			\$ 950.00
1/21/2021	Lyons Creek 2604 N 4th St office Clinton IA	G K. 2604 N 4th St #104 Clinton IA	\$ 706.00			\$ 706.00
1/15/2021	Clinton Properties 312 S 2nd St. Clinton IA	C. S. 840 1/2 11th Ave S. Clinton IA	\$ 525.00			\$ 525.00
1/25/2021	Westlyn Co. 581 Breezy Pt Drive Clinton	J. W./D. H. 546 7th Ave S. Clinton IA	\$ 650.00			\$ 650.00
1/5/2021	Jim Trimble Apartments	K. M. 536 10th Ave SO #4 Clinton	\$ 650.00	\$ 650.00		\$ 1,300.00
1/11/2021	Clinton Properties 312 S 2nd St. Clinton IA	T. P. 631 12th ave S. #4 Clinton, IA	\$ 495.00	\$ 450.00		\$ 945.00
1/6/2021	Wiege Properties	A. C. 847 Gateway Ave # 9 Clinton IA	\$ 625.00			\$ 625.00
	Voss Plumbing	J. L. 301 S 2nd St #308 Clinton	\$ 600.00			\$ 600.00
1/11/2021	Debra Johnson	S. F. 1734 S Bluff Blvd Clinton IA	\$ 750.00			\$ 750.00
2/8/2021	Clinton Housing Authority	CoPay)	\$ 371.00			\$ 371.00
2/25/2021	Park Place Acquisition PO Box 2325 Clinton IA	G K. 1955 Overlook Ct #4 Clinton IA	\$ 128.00			\$ 128.00
4/8/2021	Perry Sullens 2308 8th St. NW Clinton, IA	L. R. 713 7th Ave S. Clinton, IA	\$ 268.00			\$ 268.00
4/5/2021	Perry Sullens 2308 8th St. NW Clinton, IA	L. R. 713 7th Ave S. Clinton, IA	\$ 536.00			\$ 536.00
4/20/2021	Park Place Acquisitions, LLC. PO Box 2325 Clinton, IA	G. K. 1955 Overlook Ct. #4 Clinton	\$ 600.00			\$ 600.00
4/19/2021	City Clerk/Treasurer Clinton	J. W. 115 N. 4th St Clinton, IA			\$ 1,001.28	\$ 1,001.28
4/28/2021	Alliant Energy	D. B. #1 320 16th Ave N. Clinton			\$ 1,000.00	\$ 1,000.00
5/11/2021	David Barr 1820 N. 3rd St. Clinton, IA	B. L. 1430 Pershing Blvd. Clinton, IA	\$ 403.25	\$ 500.00		\$ 903.25
5/11/2021	David Barr 1820 N. 3rd St. Clinton, IA	B. L. 1430 Pershing Blvd. Clinton, IA	\$ 500.00			\$ 500.00
5/3/2021	Alliant Energy	D. B. pmt #2 320 16th Ave N. Clinton			\$ 1,000.00	\$ 1,000.00
						\$ -
			\$ 9,903.25	\$ 2,100.00	\$ 3,001.28	\$ 15,004.53

Agenda Item #2.b

Regular Committee of the Whole COUNCIL REPORT



To: Mayor Maddason and the City Council
Subject: Referral from Traffic Study Commission - Jason Craft, City Engineer
1. Potential closure of part of 8th Avenue South (temporary and permanent)
Meeting: Regular Committee of the Whole - Jun 08 2021
Department: Engineering Department
Staff Contact: Jason Craft, City Engineer

PURPOSE:

1. Consideration of closing 8th Avenue South during High School construction. 2. Consideration of vacating 8th Avenue South and deeding to High School between South 10th Street and South 8th Street.

BACKGROUND:

The School District has communicated a request to City Administration regarding closure of 8th Avenue South during and after completion of the new High School. These discussions were in advance of last year's CIP (Capital Improvement Plan), and a project was added to the 5-year plan to potentially implement vacation of 8th Avenue South, in collaboration with the School District.

The City's Traffic Study Commission recommended closing 8th Avenue South during construction of Clinton High School between South 8th Street and South 9th Street. Further, the Traffic Study Commission also recommended permanent closure of 8th Avenue South between South 8th Street and South 10th Street, which would include improvements to be made by the City of Clinton concerning access to nearby properties and circulation of traffic around the High School campus.

Attached is a proposed closure plan, which would also include a permanent detour to be implemented by the School District's contractor. The detour would use South 8th Street, 7th Avenue South, and South 9th Street. Access through this closed portion would also be given to a couple of residents. Costs associated with implementation of this plan would be serviced by the School District.

Also attached is a rough sketch of a proposed plan to vacate 8th Avenue South between South 8th Street and South 10th Street. This plan would involve constructing a new extension of South 10th Street to 7th Avenue South, constructing a cul-de-sac at the south end of Argyle Court, connecting 9th Street to Isabella Court, acquisition of two properties, and other associated improvements.

It would be preferred that all of the vacated portion of 8th Avenue South be removed and other improvements suitable to the School District be implemented by their contractors. School District Superintendent Gary Delacy will be at the Committee of the Whole meeting to discuss this matter with the Council.

BUDGET IMPACT:

\$750,000, including all recommendations shown on the attachment.

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RECOMMENDATION:

That the Council move the matter forward as outlined and discussed.

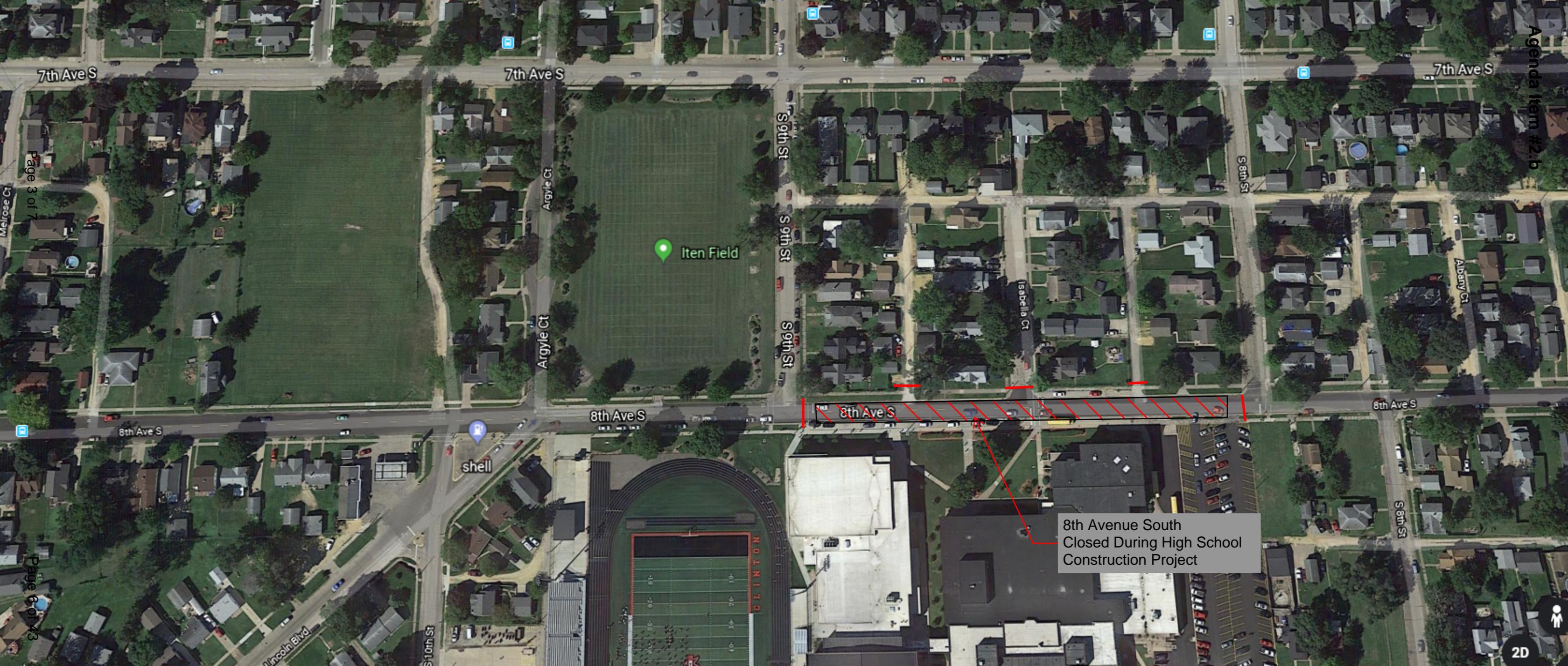
ATTACHMENTS:

[8th Ave S - Closure](#)

[8th Ave S - Vacation Plan](#)

[Letter From High School](#)

[Traffic Study Commission - May 18 2021 - Minutes - Pdf](#)



8th Avenue South
Closed During High School
Construction Project

7th Ave S

7th Ave S

7th Ave S

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Iten Field

Argyle Ct

S 9th St

S 9th St

S 9th St

Isabella Ct

Albany Ct

8th Ave S

8th Ave S

8th Ave S

8th Ave S

shell

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N O L I T C

2D

City Construct
New 10th Street
7th Ave to 8th Ave S



7th Ave S

7th Ave S

7th Ave S

Connect Isabella Court
and South 9th Street

Block off Alley Access

Iten Field

Cul-De-Sac



Property Acquisition (2)

8th Ave S

8th Ave S

8th Ave S

8th Ave S

shell

Remove 8th Avenue South
Deed to School

Remove Lincoln Blvd
& Paved Island
Deed to School

CLINTON COMMUNITY SCHOOLS

Division of Plant Services
431 7th Avenue South
Clinton, Iowa 52732

CELL-----(563) 357-1784
PHONE-----(563) 242-4742
FAX----- (563) 243-0213
EMAIL-----gcornilsen@clintonia.org



DATE: June 3, 2021
TO: Jason Craft (City Engineer)
RE: closing of 8th Avenue South

Dear Jason,

We are asking for consideration from the city to close off a portion of 8th Avenue South in front of Clinton High School during the Phase Replacement/Renovation Project which will be starting on July 5, 2021. It is scheduled to be completed sometime late Spring of 2025.

We are also asking the city to considering closing and vacating 8th Avenue South permanently after construction is completed.

Superintendent Gary Delacy
Director of Plant Services Gregg Cornilsen

TRAFFIC STUDY COMMISSION

Tuesday, May 18, 2021

4:45 p.m.

City Council Chambers

	<u>Present</u>	<u>Absent</u>
Determann, Tom	X	
Horst, Jim	X	
Nelson, Doug	X	
O'Dell, James	X	
Rickertsen, David	X	

Other persons present: Pat Cullen, Jason Craft.

1. Minutes of the April 6, 2021, meeting

The minutes of the April 6, 2021, meeting were approved as printed.

2. Election of new chairperson

M/S; Determann/Rickertsen to nominate Commissioner Horst as chairperson. Vote: Yes: Determann, Horst, Nelson, O'Dell, Rickertsen. No: None. Absent: None.

M/S; Horst/Rickertsen to nominate Commissioner Determann as vice chairperson. Vote: Yes: Determann, Horst, Nelson, O'Dell, Rickertsen. No: None. Absent: None.

Doug Nelson will remain as secretary.

3. Intersection of 25th Avenue North and Pershing Blvd.

The intersection of 25th Avenue North and Pershing Blvd., with the problem of speeding on Pershing Blvd., was discussed.

Jason Craft presented a plan designed by Zane Pennock. This plan involves curb bulb-outs at mid-block and at 25th Avenue North, the conversion of the Lyons Tap parking to angle parking, and serpentine striping in order to calm traffic and slow down vehicles. Jason explained this would be constructed in FY 2022/23, and possibly as early as next July. No further action is needed.

4. Re-striping of South 4th Street between 2nd Avenue South and 7th Avenue South

Jason presented a plan to reduce driving lanes down to two lanes throughout this section of South 4th Street. Similar to South 3rd Street, a bike lane will be added along the east side of the street. The plan is to stripe the 200 block with parking on each side, but parking will not be allowed anywhere else. Engineering staff will meet with tenants of 345 5th Avenue South and ensure ADA parking requirements are met within the parking lots.

M/S; Rickertsen/Determann for recommendation of this plan. Vote: Yes: Determann, Horst, Nelson, O'Dell, Rickertsen. No: None. Absent: None.

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Jason noted the plans will be completed and presented to the City Council at the May 25, 2021, Committee-of-the-Whole meeting after meeting with the tenants of 345 5th Avenue South and developing a transition plan for each end.

5. **Possible street closure of 8th Avenue South**

Jason presented a plan to close 8th Avenue South between South 8th Street and South 9th Street during construction of the high school. It was also discussed that the city may wish to vacate all of 8th Avenue South (between South 8th Street and South 10th Street) to the school district. This project was listed in the 5-year plan as part of the CIP. The Traffic Study Commission expressed support of both initiatives.

M/S; Rickertsen/Nelson that the Traffic Study Commission supports this request. Vote: Yes: Determann, Horst, Nelson, O'Dell, Rickertsen. No: None. Absent: None.

6. **Request for a handicapped park space in front of 408 South 3rd Street**

We have received a request for handicap parking space at 408 South 3rd Street. The Police Department has no issue with this, and city staff fully support it.

M/S; Determann/Horst that the Traffic Study Commission supports this request. Vote: Yes: Determann, Horst, Nelson, O'Dell, Rickertsen. No: None. Absent: None.

7. **Possible future traffic safety projects**

Captain Cullen suggested placing 5-ton load limit and a full embargo of truck traffic on South 19th Street from Manufacturing Drive to South Bluff Blvd., on South Bluff Blvd. from Manufacturing Drive to South 19th Street, and on Harts Mill Road from South 19th Street to Windsor Drive. This Commission agreed with this, now that Harts Mill Road has been reconstructed from Mill Creek Parkway.

M/S; Determann/Rickertsen that the Traffic Study Commission supports this request and forward it on to the City Council. Vote: Yes: Determann, Horst, Nelson, O'Dell, Rickertsen. No: None. Absent: None.

Being no further business, the meeting adjourned.

Approved this _____ day of _____, 2021.

Jim Horst , Chairperson

Doug Nelson, Secretary

Regular Committee of the Whole **COUNCIL REPORT**



To: Mayor Maddason and the City Council
Subject: Manufacturing Drive RAISE Grant
Meeting: Regular Committee of the Whole - Jun 08 2021
Department: Engineering Department
Staff Contact: Jason Craft, City Engineer

PURPOSE:

To discuss RAISE Grant application for Manufacturing Drive project.

BACKGROUND:

BACKGROUND

The US Department of Transportation recently announced a transportation funding opportunity known as the RAISE Discretionary Grant Program. This funding program replaces the BUILD Discretionary Grant program. Funds for this program will be awarded on a competitive basis for projects that will have a local or regional impact. Applications must be submitted to the US DOT by July 12, 2021. Eligible projects for RAISE (Rebuilding American Infrastructure with Sustainability and Equity) grants are:

- Capital projects that include, but are not limited to:
 - road or bridge projects eligible under title 23, United States Code;
 - public transportation projects eligible under chapter 53 of title 49, United States Code;
 - passenger and freight rail transportation projects;
 - port infrastructure investments (including inland port infrastructure and land ports of entry);
 - intermodal projects
 - projects investing in surface transportation facilities that are located on tribal land and for which title or maintenance responsibility is vested in the Federal Government

Per the Notice of Funding Opportunity, this funding program will address the unmet transportation infrastructure needs of rural areas. For the purposes of this grant, a rural area is described as a territory with a population of less than 200,000. The US DOT has allocated a minimum of 50 percent of the \$1.0 billion total towards rural communities like Clinton.

PROJECT DESCRIPTION

The Manufacturing Drive reconstruction project consists of a complete reconstruction and enhancement of the right-of-way from Highway 30 to College Avenue. Improvements along different sections of this project are described as follows:

1. Manufacturing Drive, between Highway 30 to South 19th Street

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- Patching and asphalt overlay from Highway 30 to Valley West Drive, including a new bike trail on the south side of the road.
- Removal of existing 2-lane, 22-foot wide, rural section concrete road, which is over 100 years old and is structurally deficient. This is between Valley West Drive and South 19th Street.
- Reconstruction of the roadway as an urban section with curb and gutter on each side with a base 3-lane design, which includes a center 2-way left turn lane. This would add the necessary capacity to mitigate congestion caused by left turning vehicles. The expansion of Manufacturing Drive to a 3-lane road is expected to reduce the accident rates by a factor of up to 50 percent.
- Right turn lanes would be added South 21st Street and at the driveway to Nestle Purina. This would alleviate peak hour congestion at the busiest intersection by getting slower, right turning traffic out of the through lanes.
- Replacement of bridges over Mill Creek and Harts Mill Creek. These 2 bridges are not wide enough to accommodate an additional lane. With replacement of the bridges, it will be possible to elevate the roadway to above the high water mark (from July, 2017) on Harts Mill Creek. Replacement of the bridges would also allow for bike trail crossings of each waterway.
- Construction of a storm sewer system, which would collect storm water from the right-of-way and discharge to nearby creeks and streams. The existing ditch sections are flat and consistently sit with stagnant, polluted water even during extended dry periods. The new storm sewer system would consist of storm water treatment systems where runoff enters the right-of-way from private parking lots. Bio-retention cells, rain gardens, and bio-reactors along each side of the right-of-way would be both functional and aesthetically pleasing to the traveling public. There is expected to be a stark reduction in pollutant loads to Mill Creek if the storm sewer system would be constructed this way.
- Construction of a bike trail along the entire stretch of roadway. As this right-of-way was never developed as part of a subdivision, a proper pedestrian pathway was never installed. This bike trail would connect the residential districts of Bluff Blvd. to the Valley Bluff commercial shopping district. It is anticipated that other amenities, such as park benches and picnic tables could be added along the trail.
- Roadway safety improvements. In addition to the expansion to a 3-lane road, other improvements will be constructed at intersections, including widening, re-alignment, addition of turn lanes, and a roundabout at South 19th Street. A roundabout at South 19th Street instead of the traffic signal will reduce vehicle accidents, lower emissions, decrease traffic delay, and decrease operating and maintenance costs.
- Other improvements along this stretch include sanitary sewer improvements where necessary, addition of LED street lights, and numerous tree plantings throughout the vast expanse of right-of-way.

2. Manufacturing Drive and South Bluff Blvd from South 19th Street to College Avenue

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- Reconstructing and widening the existing roadway to 3 lanes with a center turn lane. This center turn lane will service all intersections and driveways along this corridor and would increase capacity to accommodate future growth.
- Re-alignment of the intersection of South Bluff Blvd, 13th Avenue South, and Manufacturing Drive. The current alignment is uncomfortably close to College Avenue, and re-alignment allows better site distance in all directions. At certain times of the day, it can be difficult to turn out into traffic. This re-alignment, along with addition of turn lanes where necessary, will certainly improve this situation. This also included closing 7 direct access points from Manufacturing Drive and replacing with one major intersection of 13th Avenue South.
- Improvements to the storm sewer system and outfalls to the Manufacturer's Ditch area would alleviate flash flooding events on the street.
- Improvements to side streets of College Avenue, South Bluff Blvd., South 18th Street, and South 17th Street, including re-alignments and reconstructions where necessary.
- Other improvements along this stretch include sanitary sewer improvements where necessary, addition of LED street lights, and tree plantings where possible.

3. Other Improvements

- The following residential streets will be reconstructed, resurfaced, or rehabilitated as part of this project:
 - South 17th Street from 12th Avenue South to 14th Avenue South
 - 13th Avenue South from South 17th Street to South Bluff Blvd
 - 14th Avenue South from South 17th Street to South 18th Street
 - South 18th Street from Manufacturing Drive to south dead end
 - 13th Avenue South from South 18th Street to South 19th Street
 - South 18th Street from South Bluff Blvd to 13th Avenue South
 - 14th Avenue South from South 19th Street to west dead end
- Total rebuild of the storm sewer system along Manufacturing Drive, which will greatly reduce flash flooding in the area. The storm sewer outfalls will be extended to the ditch behind Ray's time-out , and all the way to Manufacturer's Ditch behind Rock Tenn.

GRANT MERIT CRITERIA

The BUILD Grant notice of funding opportunity sets forth 8 major criteria which will be considered objectively by the US DOT when determining grant recipients. The following is a brief discussion of these criteria as they relate to the proposed Manufacturing Drive and Bluff Blvd. project.

1. **Safety** - *"How the project would improve safety outcomes within the project area or wider transportation network, to include how the project will reduce the number, rate, and consequences of transportation related accidents, serious injuries, and fatalities"*

Over the past 5 years, there have been 384 traffic accidents along the Manufacturing Drive and Bluff Blvd corridor. It should be possible to reduce this rate by up to 50 percent.

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This accident rate can be drastically reduced simply by converting to a 3-lane roadway. Four lane undivided roadways in urban areas can experience a degradation of service for numerous reasons. The existence of turning vehicles within through lanes causes congestion and vehicle accidents, which can be mitigated by inclusion of a dedicated through lane. With turning traffic removed from the through lanes, vehicles can move unfettered throughout the corridor until they reach their destination or turn freely off the roadway. Further, for traffic volumes up to 17,000 vehicles per day, one through lane is all that is needed to properly convey traffic provided left turning vehicles are removed from this lane. For these reasons, among others, it is desirable to construct the entire corridor as a 3-lane roadway. This would improve safety and capacity of Manufacturing Drive.

Other safety improvements are straightening of the reverse curves on Bluff Blvd., addition of right turn lanes where warranted, re-alignment of several intersections from skewed to 90 degree intersections, improvement of site distance, and addition of a roundabout at South 19th Street. All of these tactics will reduce vehicle accidents, and a scientific traffic study and benefit/cost analysis would be included within the application to demonstrate these facts.

2. **State of Good Repair** - *“How the project will contribute to a state of good repair by improving the condition or resilience of the existing transportation facilities and systems”*

Manufacturing Drive is the second busiest street in the City of Clinton, yet there are certain stretches of the road that are lacking in good repair and capacity. While the City of Clinton has enhanced funding to the pavement management program over the past several years, we have focused on residential and collector streets. The City has allocated future spending along Manufacturing Drive but lacks the capital funds and borrowing capacity to improve the network to a condition consistent with the needs of the community.

Development along the Valley Bluff commercial district (Wal-Mart, Kohls, etc.) and industrial development in the Manufacturing Meadows tech park have increased the vehicle traffic throughout this corridor, and, frankly, the city wasn't ready for the change. A total reconstruction of the corridor is in order, and without the Build Grant, this would be impossible. It can be demonstrated by a life cycle analysis that the \$25 million spent on this project would save long-term maintenance costs and allow the citizens of Clinton and the surrounding areas to enjoy the benefits of these improvements for an extended period of time, as the design would be resilient enough to accommodate 50 years of use. As such, the City of Clinton can continue to spend its resources on residential and collector streets, thereby improving the entire city street network.

3. **Economic Competitiveness** - *“How the project will support the Economic Competitiveness criteria by increasing the efficiency of movement and thereby reduces costs of doing business, improves freight connectivity to the national and global economy, reduces the burden of commuting, and improves overall well-being”*

The Manufacturing Drive corridor is a major arterial through the heart of Clinton, serving commuters to business and commercial parks on the west end of Clinton. The road services businesses with direct access to Manufacturing Drive, such as Nestle Purina, among many other businesses. Improvement of this roadway will increase efficiencies of movement of people and goods to these businesses, which will save money and stimulate further development of the area where possible. This will also provide an alternative freight route to industries on South 19th Street and South 21st Street. Overall well-being of commuters and employees will be improved by simultaneous enhancements to the safety and capacity of the corridor.

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4. **Environmental Protection** - *“How the project addresses the environmental protection criterion, including reduction of energy consumption, storm water runoff, or achieve other benefits for the environment”*

There are many environmental enhancements possible along the entirety of the Manufacturing Drive rehabilitation project. Some of these improvements follow:

- a. Localized treatment of contaminated storm water runoff from private parking lots before they reach Mill Creek. This could be done with the installation of bio-retention cells, bio-swales, rain gardens, and bio-reactors along the Manufacturing Drive area. In addition to the removal of certain pollutants from the storm sewers and local streams, several of these improvements could also detain peak storm water events as necessary to prevent surcharges or flash flood events. The main objective of these features would be the elimination of the stagnant roadside ditches currently present along the corridor.
- b. Separation of storm and sanitary sewer along Manufacturing Drive near College Avneue. This would assist the City with its objective of reduction of basement backups throughout the Basin 6 area. Storm sewer separation is necessary at many of these intersections. With this funding opportunity, the City could more easily reconstruct storm and sanitary sewer networks in this area. In addition to reducing basement backups from the combined sewer system, innovative storm sewer design would eliminate street ponding and flash flooding at the lowest areas of Bluff Blvd.
- c. During bridge replacement on Manufacturing Drive, the roadway could be elevated above the high water mark at Harts Mill Creek, and the flood levee and Mill Creek could be enhanced to prevent future flooding of the roadway at these 2 locations. It may also be possible to coordinate work with Nestle Purina to alleviate future flooding of a portion of their property.
- d. There are several components of this project which would reduce vehicle emissions to the environment, mainly by decreasing delays at all intersections and key private access points. This includes a potential roundabout in place of the signalization at South 19th Street, re-alignment of several street intersections, and introduction of dedicated right and left turn lanes throughout the corridor.
- e. Additional environmental components included as part of this project are LED street lights, solar powered pedestrian pathway lighting, permeable pavement on all side streets, numerous tree plantings, and use of recycled pavement materials for road-base and surface.

5. **Quality of Life** - *“How the project improves connectivity for citizens to jobs, health care, and other critical destinations, particularly for rural communities, or otherwise addresses the quality of life criterion. If construction of the project will allow the concurrent installation of fiber or broadband, each applicant should describe how they support quality of life”*

The Manufacturing Drive rehabilitation project will include the reconstruction and enhancement of the second busiest transportation corridor in Clinton. The project will expand access to commercial areas of Clinton for all residents by increasing capacity and safety of the corridor. It is like that traffic volume will increase after the project completion, as residents will see the newly enhanced roadway as a convenient and pleasing route to major destinations on the west end of Clinton.

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Common destinations on the west end of Clinton include WalMart, Wild Rose Casino, Hobby Lobby, Kohl's, Aldi, and at least 40 other businesses tailored to daily commercial uses. Manufacturing Drive serves as the main arterial route to these locations for at least half of the town, stretching from 13th Avenue North past the downtown to the Bluff Blvd. and Manufacturing Meadows districts.

In addition to commercial access, Manufacturing Drive is home to one of the largest employers in the city, Nestle Purina. At certain times of the day, Manufacturing Drive becomes the busiest street in town for 15 to 30 minutes at shift change, causing an unsafe and slow period of travel along Manufacturing Drive. Adding turn lanes and other enhancements along the street will alleviate this congestion, which will vastly reduce commute time for workers and all motorists during this time period.

There are many health care destinations with direct access from Manufacturing Drive and Bluff Blvd. Enhanced access to these destinations will improve the health and vitality of the community. Some of these destinations are the Medical Associates Urgent Care, the Jane Lamb Mercy hospital, and few other local clinics. Manufacturing Drive is also a major ambulance and fire route to many areas of town, which necessitates a wider than 2-lane road for emergency access.

In addition to the above quality of life enhancements related to vehicle traffic, it is expected that the entire Manufacturing Drive corridor would receive pedestrian enhancements as part of the rehab project. As discussed, a recreational trail would be constructed along the entirety of Manufacturing Drive. This is important because currently there is virtually zero pedestrian access connecting these populated areas to the existing businesses at the west end of Clinton. In addition, a wider sidewalk will be constructed all along Bluff Blvd., which further connects the neighborhoods in the center of Clinton to the Manufacturing Drive area. All of these improvements will be ADA compliant so that all citizens of Clinton will receive maximum pedestrian access to all improvements and the surrounding areas.

Lastly, it is expected that any necessary communication infrastructure would be included as part of this project. Currently, there is fiber optic in the western commercial area along Manufacturing Drive and Highway 30 at the south end of this project. The City of Clinton would take the lead on installation of fiber optic ductwork and conduits as part of this project, which would serve as the backbone for future implementation of a high speed fiber and broadband network. This would positively affect the quality of life of residents and businesses in Clinton for years to come.

6. **Innovation** - *"How the project uses innovative strategies and the anticipated benefits of using those strategies"*

It will be possible to include multiple strategies involving innovative technologies. A few of these are:

- a. Alternative intersection designs, such as roundabouts, mini roundabouts, oval-about at offset intersections, or simply by re-aligning intersections to improve site distance. It will be important to include at least one instance of this within the project in order to demonstrate our willingness to innovate in order to achieve a goal of traffic safety or increased capacity.

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- b. It may also be possible to power pedestrian walkway lights with solar energy. This possibility is something that can be researched during the grant application period. This will reduce the life cycle cost of the pedestrian corridor.
- c. We plan to use permeable pavement at all residential intersections along the east end of Manufacturing Drive such as South 18th Street and 12th Avenue South, among others. We will also be using innovative storm water treatment strategies as discussed above to filter harmful pollutants from the storm water runoff before entering local streams.
- d. It may also be possible to use recycled plastic to construct at least one component of the project, be it subterranean (pipes, conduits) or above ground (light fixture components, or a portion of the sidewalk as a prototype). This would likely score highly on the innovation piece.
- e. There will be a need for retaining walls along the project corridor. We may choose to innovatively design these in numerous ways, such as use of lightweight cellular concrete. Other options include a natural rockery, with a design using boulders from a local quarry mixed with onsite resources, or even an earthen retaining structure which would also be environmentally sustainable.
- f. We plan to use all concrete pavement removed from the project area for pipe backfill and road base.

Innovative project delivery must be pre-approved by FHWA, so any idea would have to be federally vetted before implementation.

7. **Partnership** - *“This section includes information to assess the partnership criterion, including a list of all project parties about the details about the proposed grant recipient and other public and private parties who are involved in delivering the project. This section should also describe efforts to collaborate among stakeholders, including the private sector”*

There are many avenues for available partnerships, all which must be exhaustively pursued over the next month. This is such a unique project, in that literally dozens of project partners are possible. Some options are listed below:

- Alliant Energy – LED street lights, solar powered pedestrian lights, heat-traced sidewalks and trails, installation of concurrent underground electrical infrastructure in subterranean concrete vaults. It seems like Alliant will be perhaps the most important partner on this project, and with Manufacturing Drive being an important corridor for them, it seems likely they will be a logical entity to partner with the City. Alliant has already begun replacement of conflicting infrastructure with underground electric mains.
- Iowa American Water – Also a very logical partner, as IAW will very likely wish to install all new infrastructure along this project corridor. Manufacturing Drive is home to their local headquarters, as well as their largest distribution water main, and an important booster station at South 19th Street and Manufacturing Drive. It is likely that IAW would commit funds to the project to improve and provide resiliency to their network and the community. We have already initiated discussions with IAW on this project, which will be necessary whether or not we are funded by the BUILD grant.

Agenda Item #2.c

- Century Link – They may be interested in partnering with the City on future fiber and broadband connection throughout the corridor. We need to schedule a meeting with Century Link as soon as possible.
- Nestle Purina – We plan to reach out to Nestle Purina to seek their input on this project, and to collaborate on flood prevention infrastructure which could be added to the project design and construction.

8. **Project Readiness** - *“This section should include information that, when considered with the project budget, is sufficient to evaluate the ability to construct the project in a timely manner”*

The grant application will be considered for readiness based on 4 sub-criteria, which are discussed as follows:

- A. **Technical Feasibility** – Base design criteria have already been evaluated and determined for this project, which are all typical based on FHWA and DOT standards. The base design of the project is relatively simple, as the project is scheduled to be constructed predominantly on previously disturbed public right-of-way, for a purpose consistent with the life of the replaced asset. That is, there would be any technically infeasible major components to the project design, as we are not reinventing the wheel. 100 percent plans can be drafted within several months, and the only challenging portions will be innovative strategies. This project should score very highly on technical feasibility.
- B. **Project Schedule** – The applicant shall include a detailed project schedule, in order to prove that funds can be obligated before the statutory deadline. The project is 95% designed, and we only have a couple more months of final design remaining. The current expected letting date is February of 2022. The construction will take place from June 2022 to November 2023.
- C. **Required Approvals** – All environmental hurdles have already been cleared. All that remains are minor partial acquisitions and easement agreements, which will be completed within the next couple of months.
- D. **Project Risks and Mitigation Strategies** – There are no assumed high risk components to this project. Real estate acquisition is minor, and as stated environmental uncertainties are very minimal. This project is shovel ready for 2022.

CONCLUSION

While we have not been successful in recent attempts at federal funding for this project, the one thing we have going for us this time is a shovel ready project. By “shovel ready”, we mean the project is permitted by all regulatory agencies and is under final design iterations. Utility companies are currently relocating all their conflicting infrastructure, and all but a couple small slivers of property have been acquired.

In addition to the shovel ready aspect of Manufacturing Drive, cutting Bluff Blvd from the grant application also allows the city to lower the ask from the U.S. These are two game changers that should enable a successful application.

Attached to this report are several 2-dimensional drawings of the proposed project; they are for reference only and are not intended for construction. These drafts were completed by McClure Engineering over the past several months under the direction of city engineering staff.

Agenda Item #2.c

The City Engineering Department proposes to apply for the 2021 RAISE Grant for reconstruction of Manufacturing Drive from Highway 30 to College Avenue, in the estimated amount of \$6.5 million, with a \$3.9 million local match and \$3.9 million from the Iowa DOT.

BUDGET IMPACT:

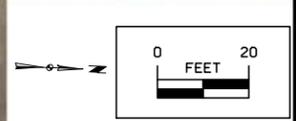
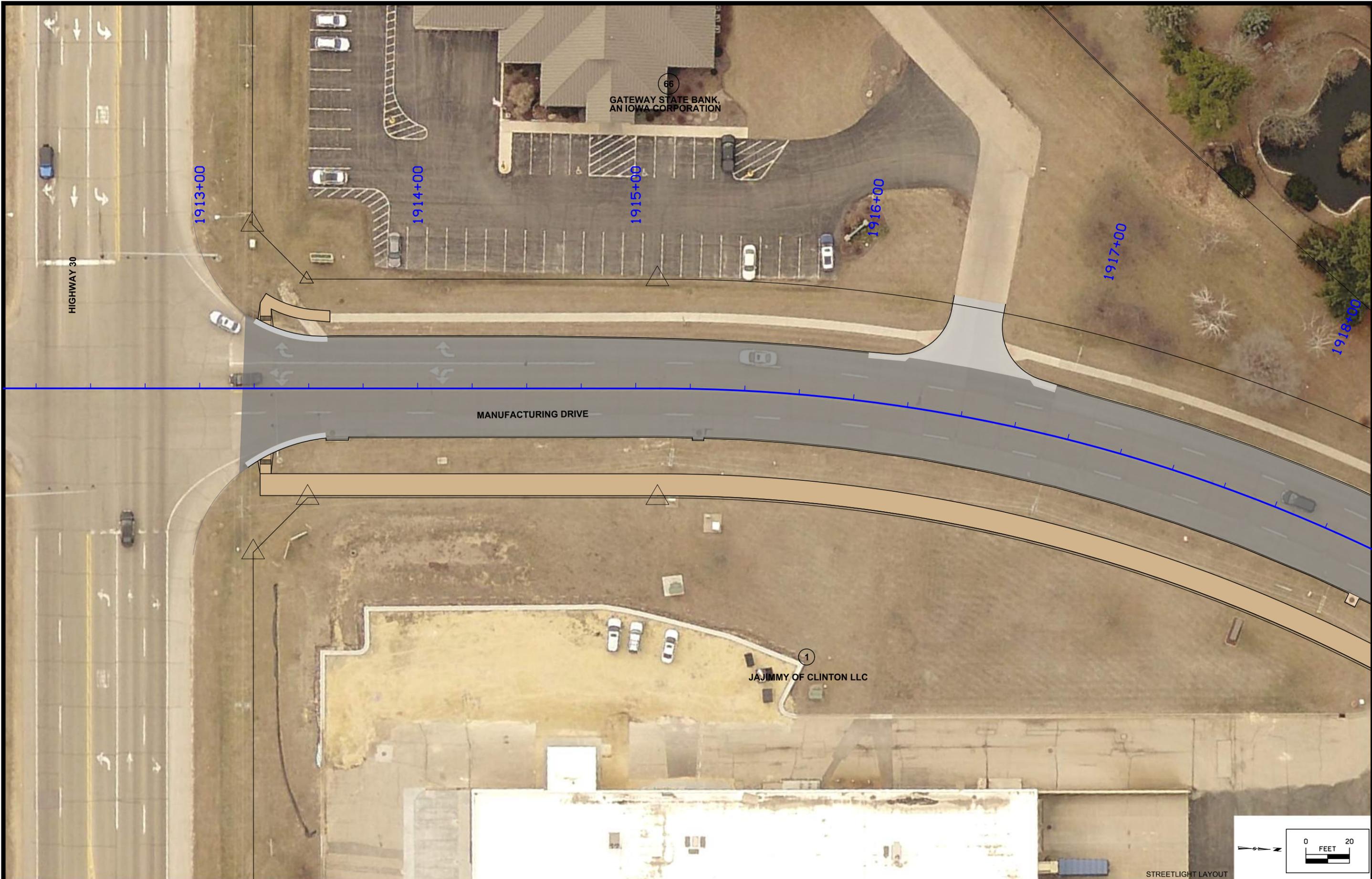
Costs		Itemized Totals
Construction Admin		\$800,000
Construction		\$13,500,000
TOTAL		\$14,300,000
Funding Sources		
STBGG Program		\$3,900,000
GO Bond		\$3,900,000
RAISE Grant		\$6,500,000
TOTAL		\$14,300,000

RECOMMENDATION:

That the Council authorize moving forward with the RAISE Grant application for Manufacturing Drive.

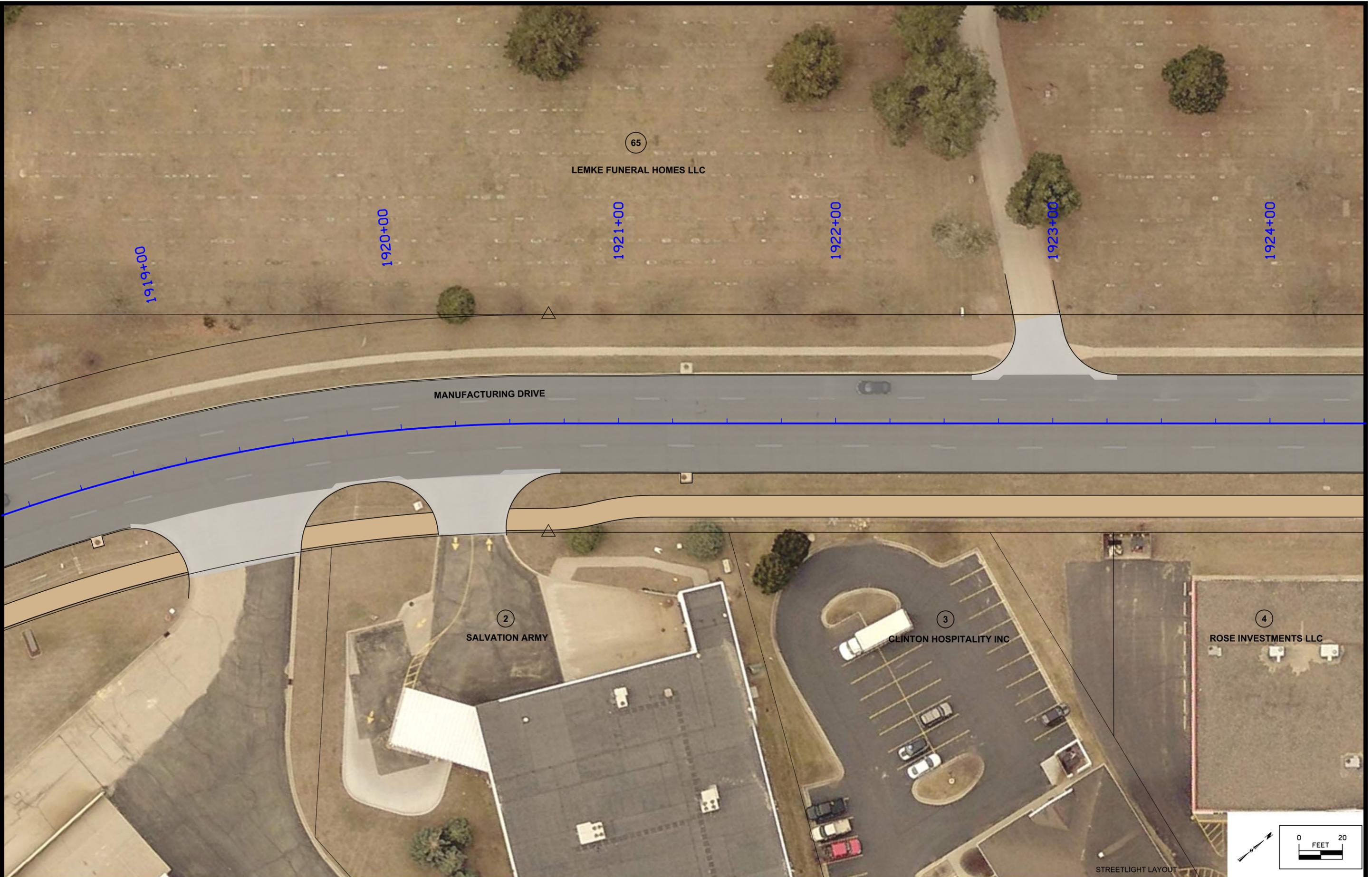
ATTACHMENTS:

[Manufacturing Drive Project - Design](#)

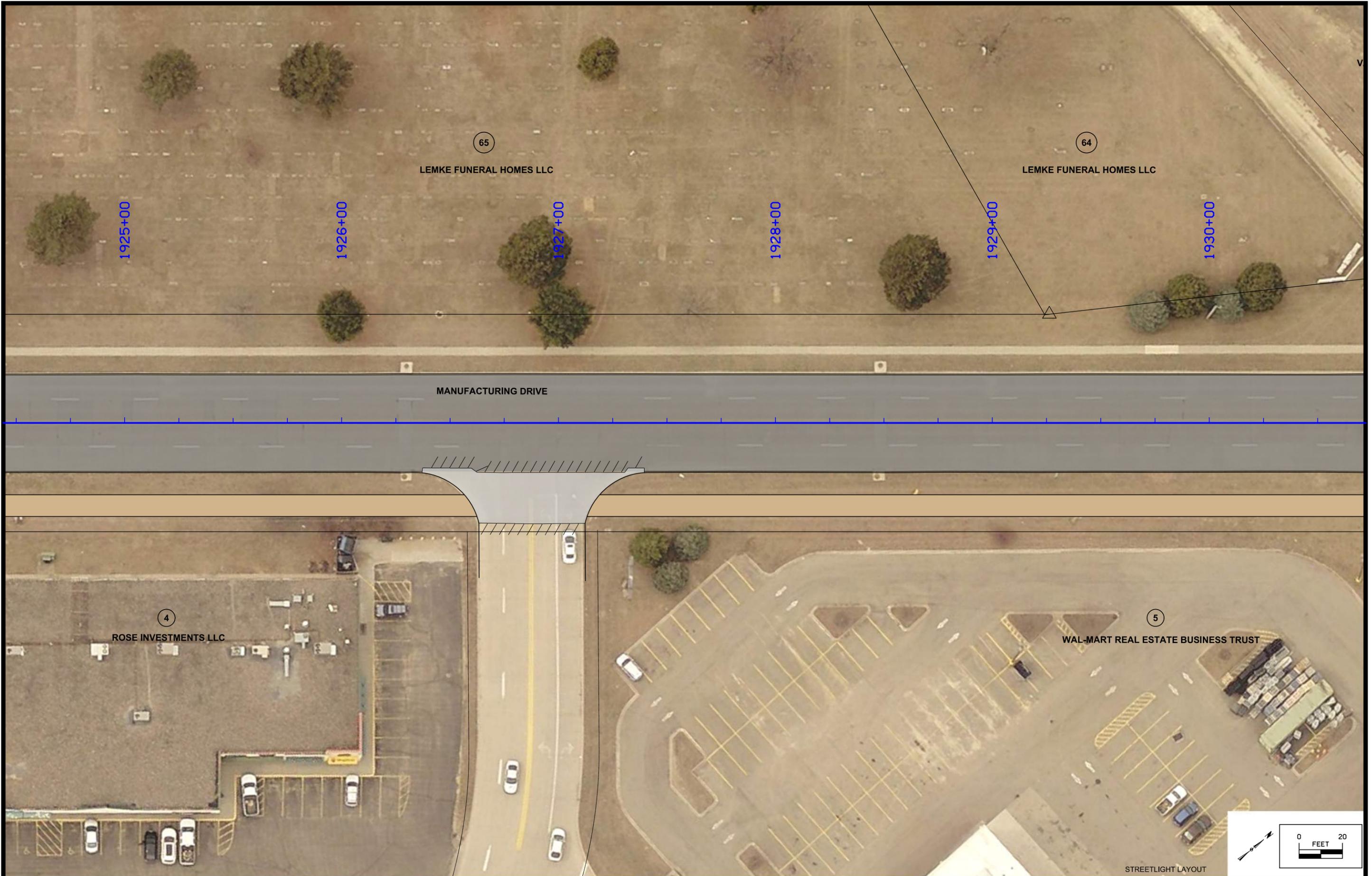


STREETLIGHT LAYOUT

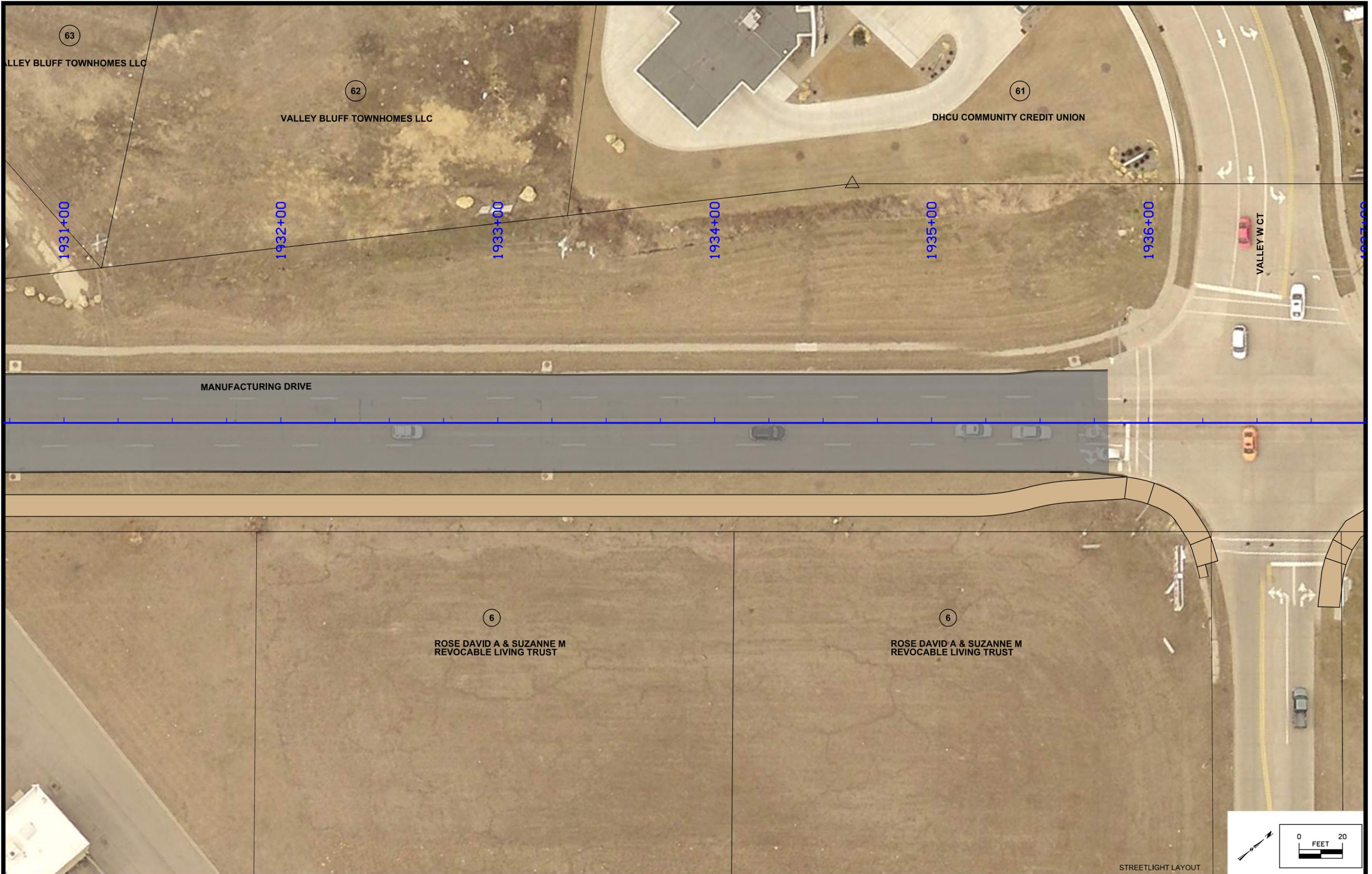
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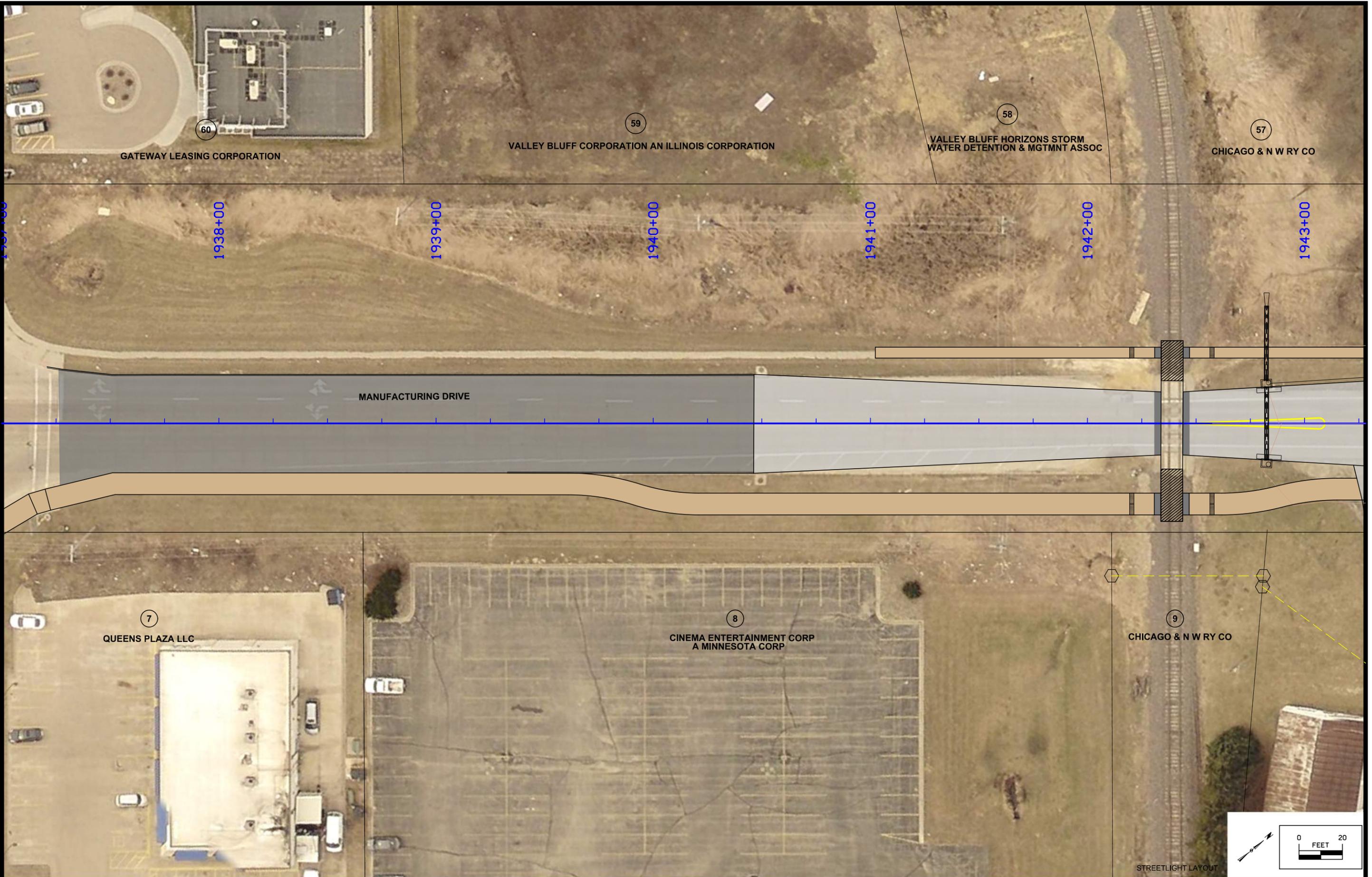
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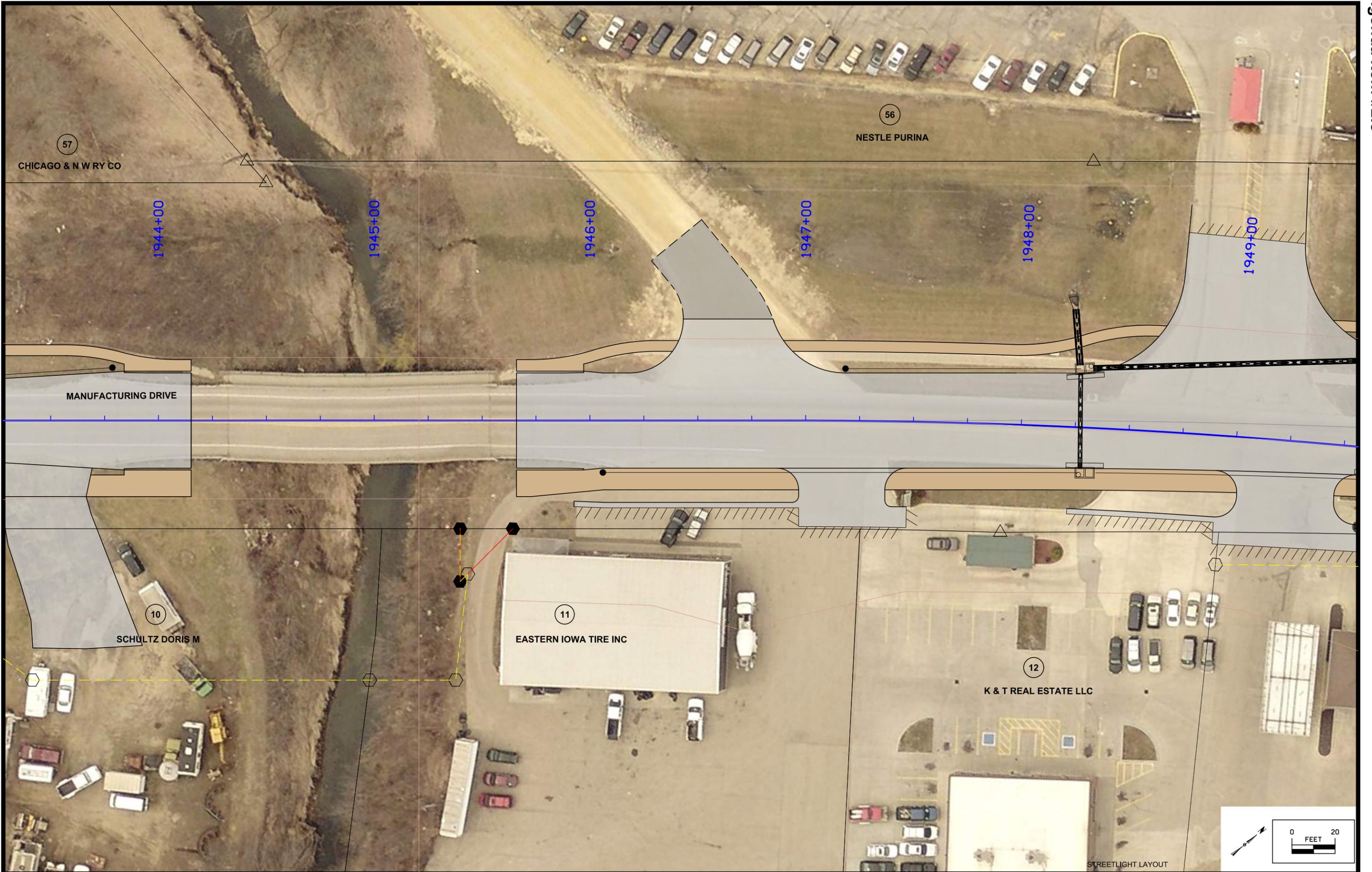
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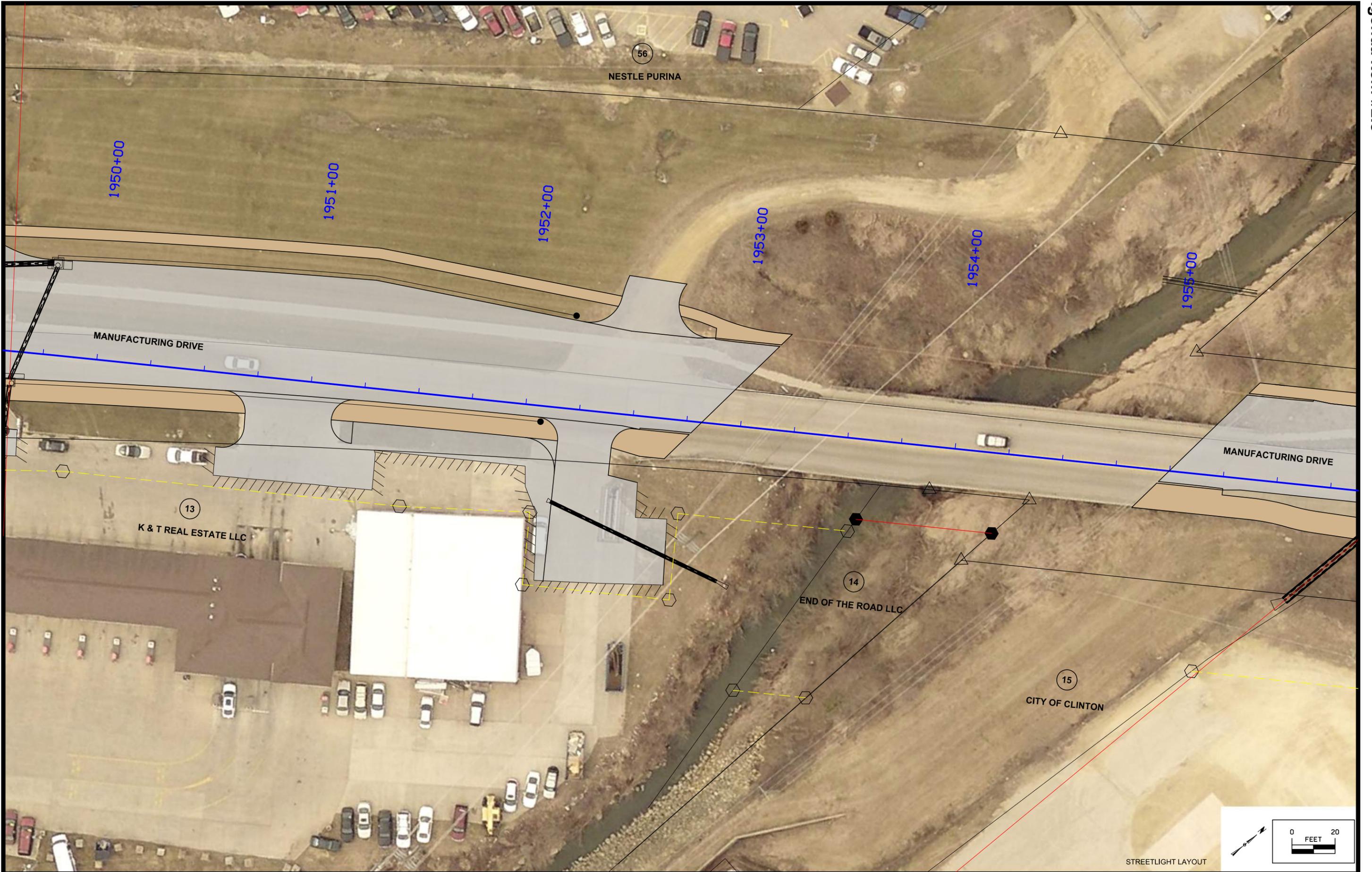


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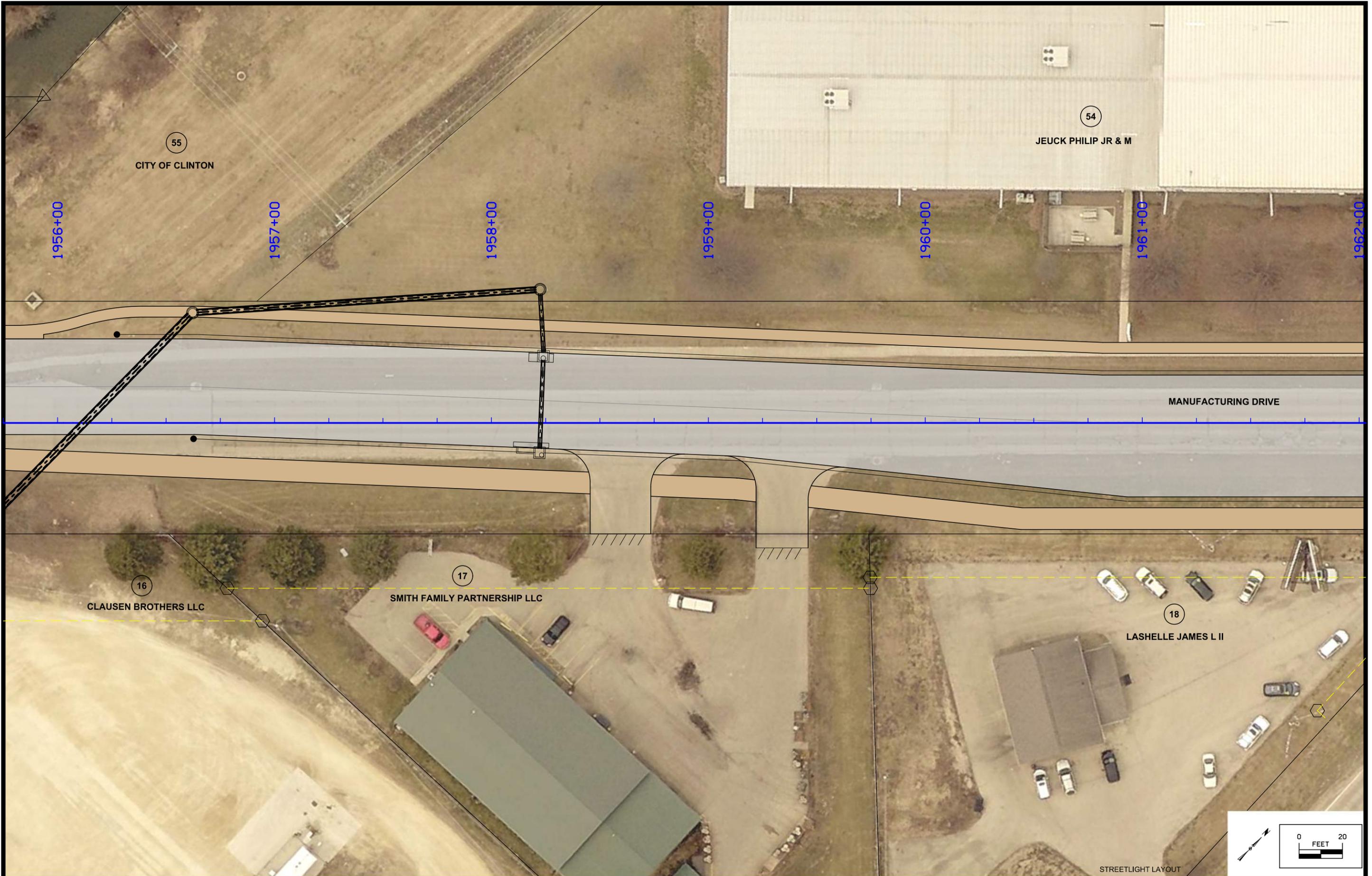


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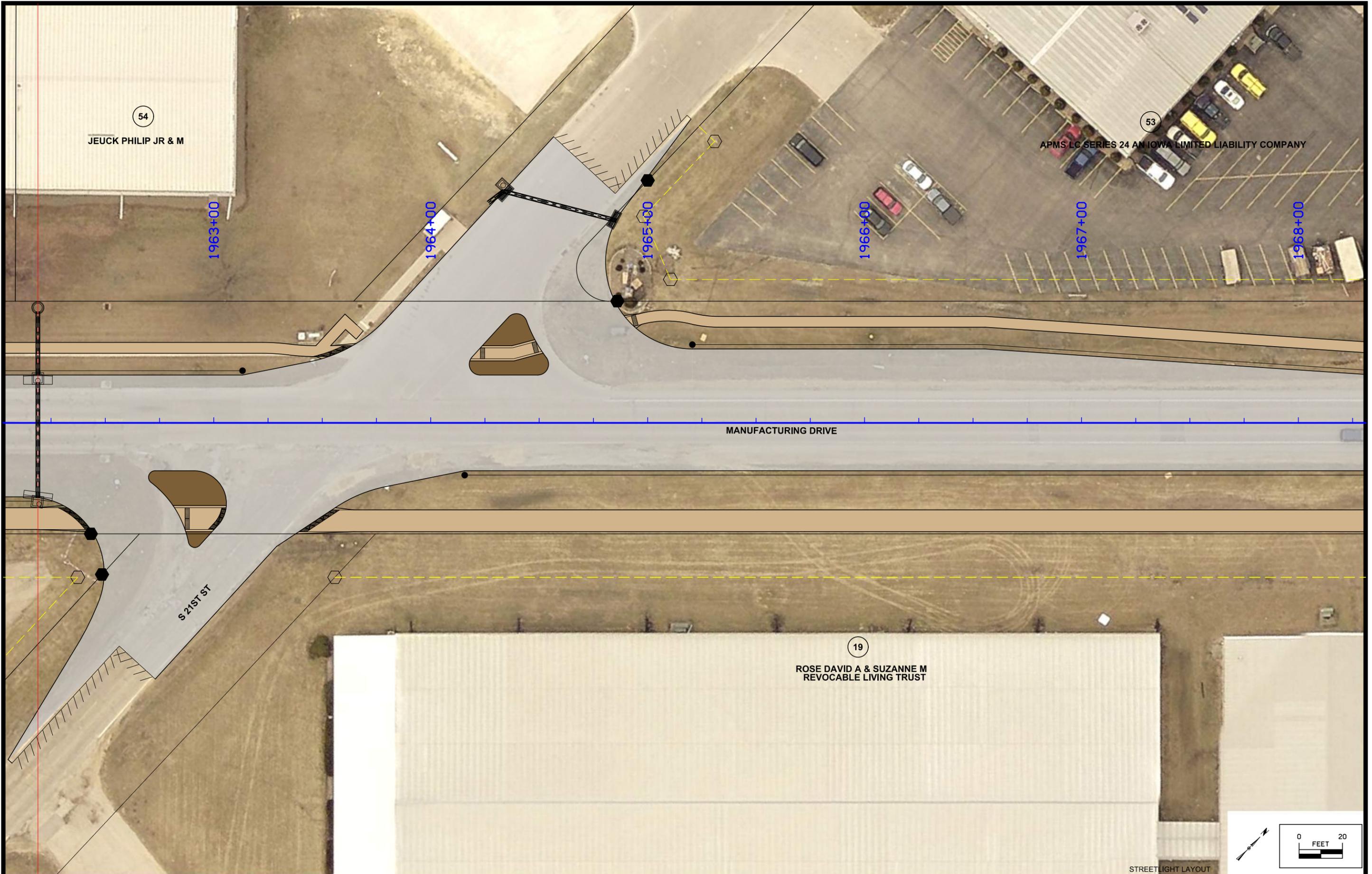




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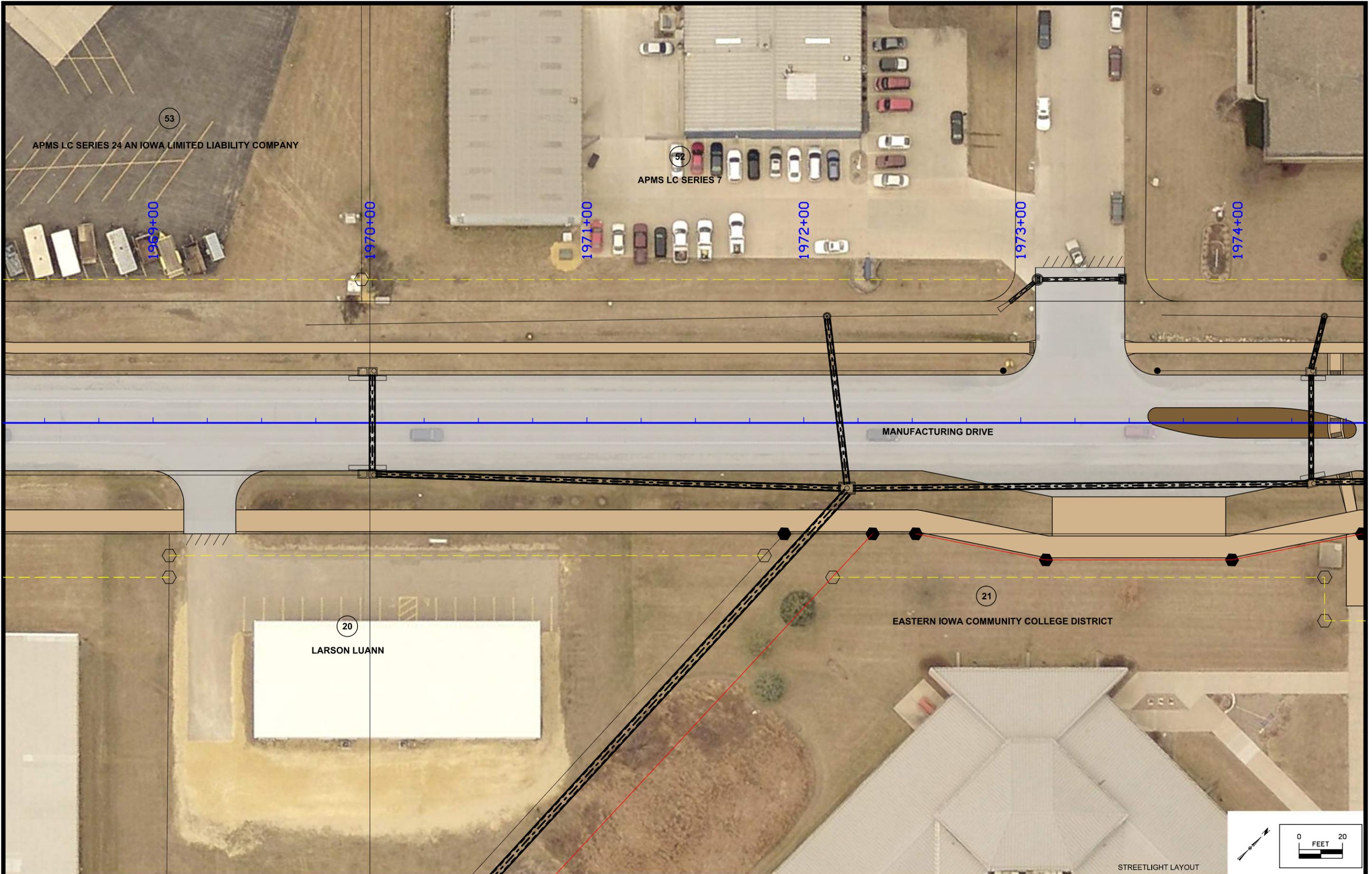


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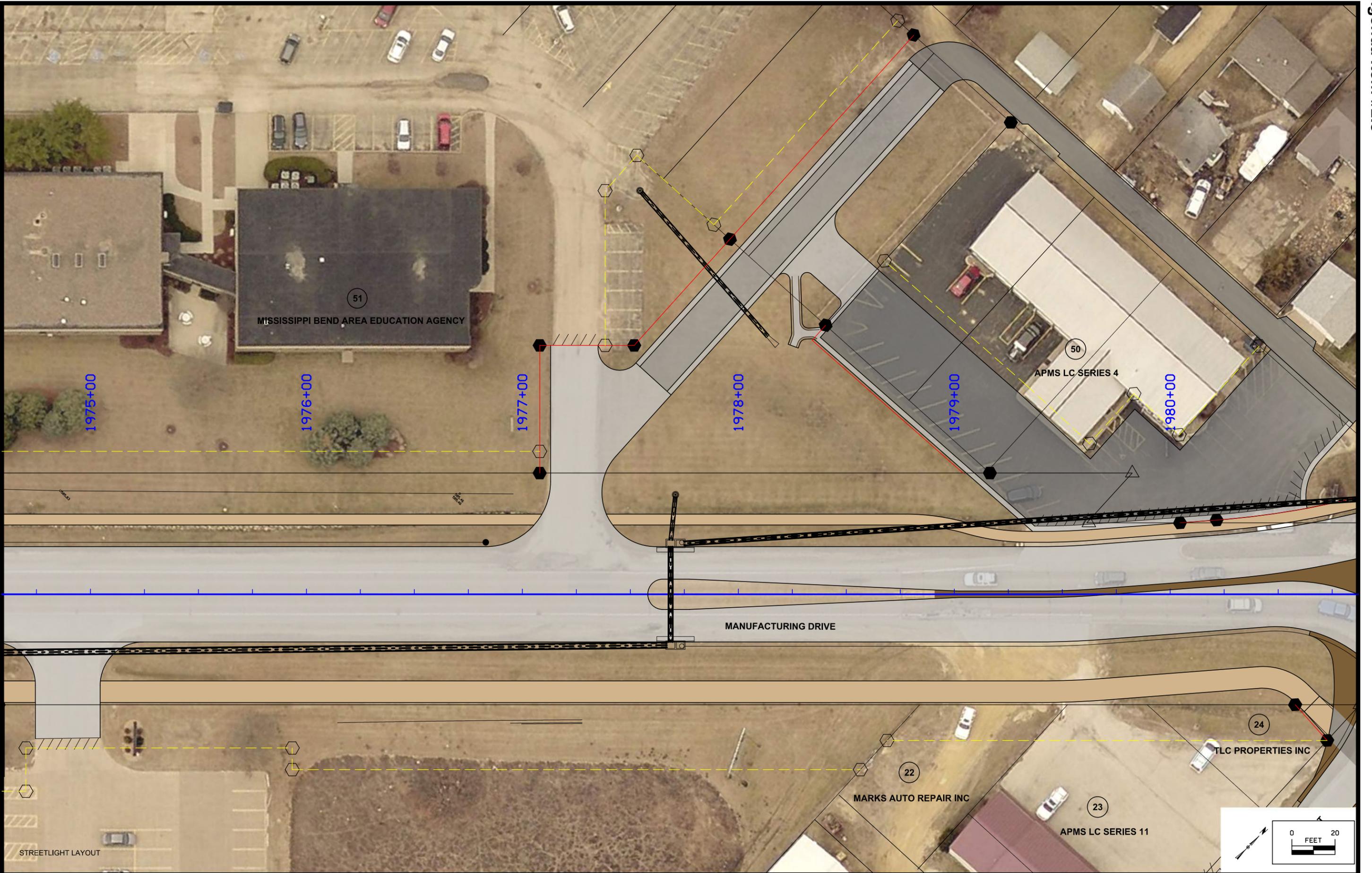


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STREETLIGHT LAYOUT

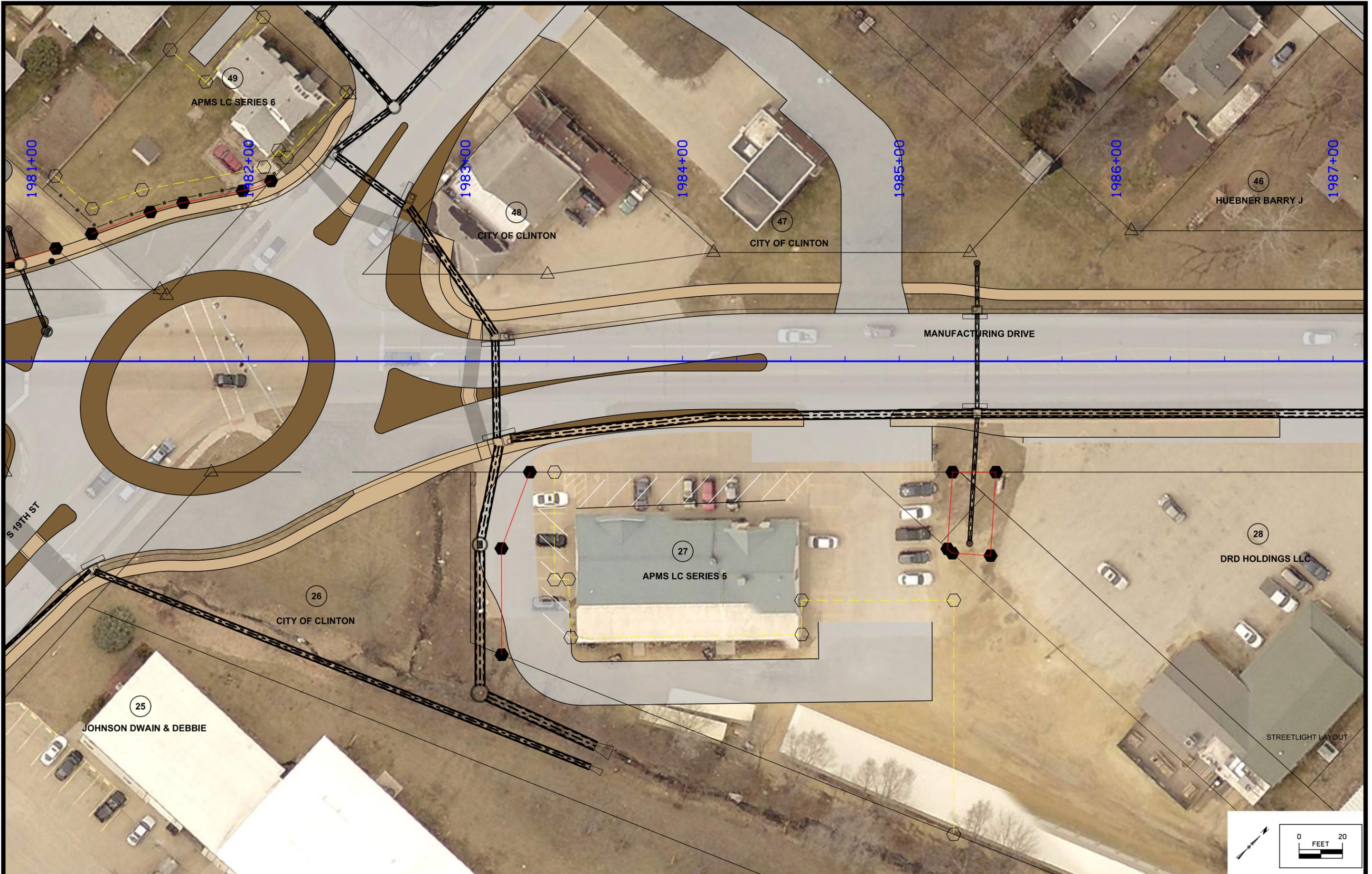


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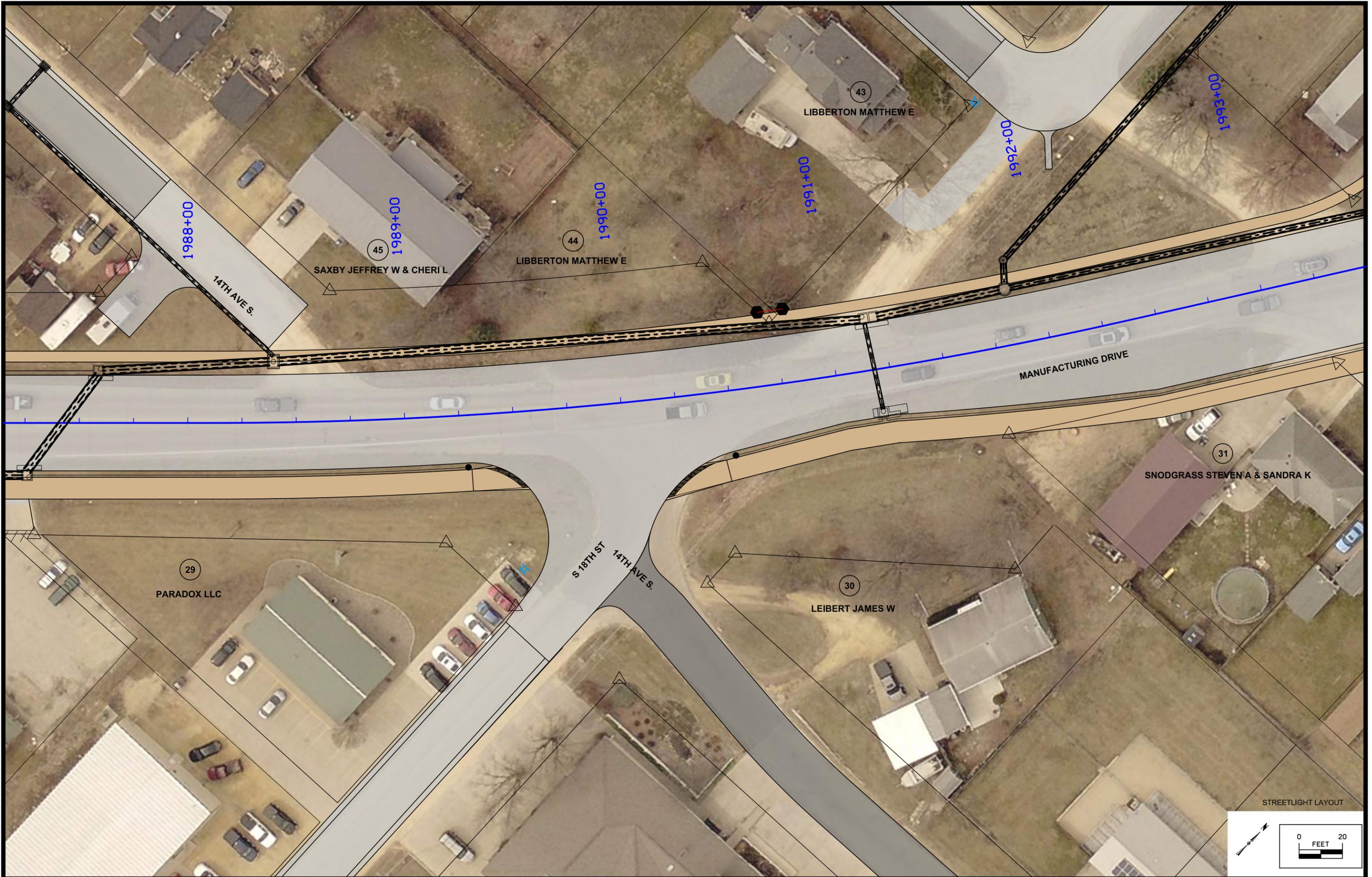


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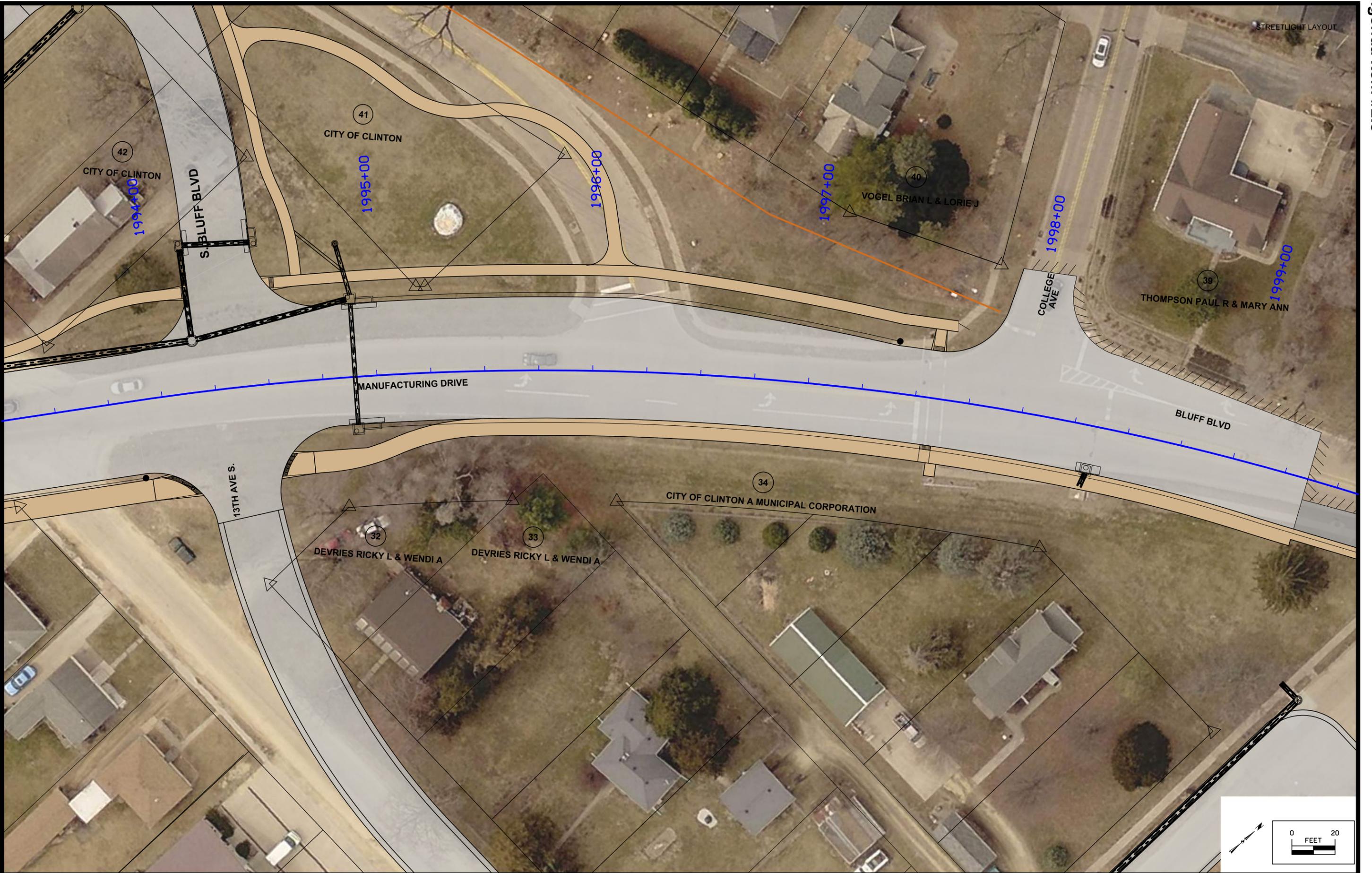
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STREETLIGHT LAYOUT

Agenda Item #2.d

Regular Committee of the Whole **COUNCIL REPORT**



To: Mayor Maddason and the City Council
Subject: Update to City Vehicle Towing Service Policy
Meeting: Regular Committee of the Whole - Jun 08 2021
Department: Police Department
Staff Contact: Kevin Gyrion, Police Chief

PURPOSE:

To update the City's vehicle towing service policy to ensure the utmost efficiency and effectiveness.

BACKGROUND:

The City's policy for eligibility of services of vehicle towing operators for the City was last updated on July 12, 2011 via Resolution No. 2011-308. On December 8, 2020, the Police Department met with Councilmembers Mussmann, Schemers and Kearns to review the towing policy and procedures. It was determined that the policy could be refined to help improve efficiency and effectiveness.

The attached General Specifications for Vehicle Towing Service Contract would be utilized in soliciting bids for towing contractors, after approval and direction from the Council.

BUDGET IMPACT:

Fee change is not proposed at this time.

RECOMMENDATION:

That the Council forward the matter to the next Council agenda for approval.

ATTACHMENTS:

[Request for Proposals and General Specifications for Vehicle Towing Service Contract - Updated Draft 06-07-2021](#)

**REQUEST FOR PROPOSALS AND GENERAL SPECIFICATIONS
FOR
VEHICLE TOWING SERVICE CONTRACT**

SCOPE

The City of Clinton, Iowa ("City" or "the Police Department" or "Department," used interchangeably herein) requests proposals for towing and storing vehicles impounded and the disposition of abandoned vehicles pursuant to Section 321.89 of the Code of Iowa and the Municipal Code of the City of Clinton, together with such other towing as may be designated by the City.

CONTRACT TERM

The term of the contract will commence on execution of the contract and will terminate on June 30, 2024, with an option to extend the contract an additional three (3) years if both parties mutually agree in writing. In the event of such extension, the terms, conditions, and specifications of the contract shall remain the same, except as otherwise negotiated and modified in writing.

DETAILED SPECIFICATIONS

The specifications herein have been established to provide the City with prompt, courteous, adequate, and reasonable towing and storage services at fair and uniform costs. The Contractor must possess, acquire, or subcontract the necessary equipment to tow passenger cars, trucks, motorcycles, mopeds, semi-tractor/trailers, and other types of vehicles or conveyances commonly encountered in both operable and inoperable condition in all types of weather. The City shall have the right to thoroughly inspect and investigate the establishment, facilities, business reputation, quality of equipment, financial health, and other general qualifications of any contractor, and to reject any proposals irrespective of the proposal price if it is determined that the Contractor lacks any required qualifications. Further, the City may reject any proposal of any bidder who is currently in violation of the City Code, or who has a history of said violations. During the contract period, the City reserves the right to inspect, during regular business hours, the Contractor's facilities and records that relate to this contract.

1. Competency of Contractors:

The Contractor must have all necessary Iowa State licenses and permits as may be required to operate the requisite business.

The Contractor is presumed to be familiar with all laws, ordinances, rules, and regulations that may in any way affect the work herein. Ignorance on the part of the Contractor will in no way relieve the Contractor from responsibility.

The Contractor represents that its activities under the provisions of this contract will be performed and supervised by adequately trained and qualified personnel. The Contractor will

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observe and cause its employees, subcontractors, and others affiliated with the Contractor will follow all applicable safety rules.

2. Insurance and Amounts:

The Contractor shall perform the contract as an Independent Contractor and shall be fully responsible for providing Worker's Compensation or other comparable insurance coverage of itself and its employees. The City shall have no liability for any such insurance coverage.

The Contractor shall provide the City a Certificate of Insurance, which shows the Contractor to have adequate coverage as specified and shall be in effect during the term of this contract.

Commercial General Liability - \$2,000,000 aggregate limit
and
\$1,000,000 combined signal limit per occurrence

Automobile Liability - \$1,000,000 combined single limit

Garage Keep / On Hook - \$150,000

Upon receipt of any notice of cancellation, termination, or non-renewal of any insurance requirement herein, the Contractor agrees to notify the Clinton Police Department immediately, in writing, of such information. In addition, the City reserves the right to terminate the contract with Contractor if the Contractor fails to maintain required insurance coverage, as set forth above, and lapse or cancellation of said insurance shall be considered a material breach of the contract.

The Contractor must provide the Certificate of Insurance within seven (7) calendar days after notification of award. The Certificate must include the insurance company's name and address, policy number(s), liability coverage amounts, and the Contractor's location for the Garage Keeper's Legal Liability insurance. In addition, the City must be named as additional insured.

The Contractor's Certificate of Insurance must be submitted to:

Clinton Police Department, 113 6th Ave. S., Clinton, IA 52732

3. Indemnity and (Hold Harmless) Provisions:

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Clinton, its elected and appointed officials, directors, employees and volunteers, and others working on behalf of the City of Clinton, Iowa against all claims, demands, suits or loss, including all outlay and expense connected therewith, and for any damages which may be asserted claimed or recovered against the City of Clinton, Iowa, its elected and appointed officials, directors, employees, volunteers, attorneys or others working on behalf of the City of Clinton, Iowa, because of, but not limited to, all damages including personal injury, bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor of the City of

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Clinton, Iowa under the provisions of the contract. The parties intend that the City of Clinton, Iowa, its elected and appointed officials, directors, employees, volunteers, attorneys, or others working on behalf of the City of Clinton, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers' employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor under the provisions of this contract, except for and to the extent caused by the negligence of the City of Clinton, Iowa.

4. Equipment / Personnel

The Contractor must have access to the following equipment:

Two (2) Class A wreckers of 4-ton capacity with a truck minimum of 10,000 lbs. GVWR.

One (1) Class C wrecker having a 25-ton towing capacity with an extendable boom capacity of 25 tons or more. The vehicle must have twin winches and air brakes with an auxiliary air supply. The truck must have a minimum of 33,000 lb. GVWR.

One (1) car carrier with a minimum capacity of 10,000 lbs. GVWR. (Note: May be included as total quantity in above.

One (1) set of motorcycle-carrying straps for each Class A wrecker. (Not required for car carrier)

The Contractor must have available a towing vehicle rated to safely tow a semi-tractor/trailer or other heavy equipment, either by ownership, standard lease, or sub-contract with an owner of a towing vehicle of sufficient registration to transport large vehicles of this nature. Any such tasking of non-owned vehicles shall require the owner or subcontractor to be bound in writing by the terms of the contract. Insurance requirements for said owner or subcontractor of such equipment shall be the same or exceed those set forth in these General Specifications.

The Contractor will be required to have sufficient equipment and personnel available to perform two (2) calls for service simultaneously and do so in a timely and responsible manner. All equipment must be owned or leased for exclusive use by the Contractor. All equipment must be modern, commercially manufactured, and in good mechanical condition and shall be subject to inspection during the contract term. No vehicle of the Contractor shall be used as an emergency vehicle. The Contractor agrees to have no marking on vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Contractor and the City of Clinton.

Before placing any towing vehicle in-service, there shall be painted or attached on each side of the motor vehicle, in letters and figures large enough to be easily read at a distance of fifty feet and in color in contrast to the background, the following:

Name and address of the towing service (City and state)
Phone number of the towing service

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U.S. DOT. permit number

The towing service shall maintain its wreckers, tow trucks, and other equipment in compliance with all local codes, statutes, advisories, and regulations. The following equipment must be at all times in proper working condition and/or conform to code:

- An adequately mounted and charged fire extinguisher
- Safety reflectors and/or flares on board
- All lamps and lights in proper working condition
- Properly working windshield wipers/windshield free of cracks
- Properly maintained vehicle suspension
- Tires of minimum tread depth
- All electrical wiring adequately protected
- All cargo properly secured
- Exhaust systems free of leaks and adequately maintained
- Heater and defroster system in proper working order

In addition, the Contractor will comply with all City, state, and applicable federal motor carrier regulations.

Adequate equipment and resources to properly and safely remove debris from the scene of an accident, to include dry soak for fluid spills, shall be required.

All wreckers and towing equipment are subject to unannounced inspections by the Clinton Police Department, or by third-party inspectors of the City's choosing. If at any time the equipment, appliances, or methods employed during the work are such that the quality of service is not satisfactory to the Police Department, the Department shall provide a written statement of the deficiency, provide a recommended resolution and allow a reasonable time for appropriate remedial action.

The Contractor is specifically advised that any person, firm, or another party to whom it is proposed to award a subcontract under this bid must be acceptable to the City. The Contractor shall submit in writing to the City for approval the names of Subcontractors proposed for the work before execution of any job. This would only be approved in extreme situations and shall be temporary. The City reserves the right to reject any proposed subcontractor if the successful Contractor fails to satisfy the City. The proposed subcontractor shall be appropriately qualified to complete the work contemplated. The subcontractor shall comply with all applicable provisions of the contract except that dispatching shall be through the Contractor. Proof of insurance is required from all Subcontractors. Nothing contained in the specifications shall be construed as creating any contractual relationship between subcontractors and the City. The Contractor shall be fully responsible to the City for the acts and omissions of all subcontractors.

5. Facilities

The Contractor agrees to maintain a business and storage facility within the City of Clinton. The facility must be accessible a minimum of nine (9) hours per day, from 7:00 a.m. to 5:00 p.m. Monday-Friday.

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The Contractor will maintain a storage garage and/or outside storage facilities that comply with all provisions of applicable building and zoning regulations and which are sufficient to store up to 50 vehicles towed by the Contractor under this contract until such vehicle(s) is claimed by the owner or lessee or otherwise lawfully disposed of. Vehicles shall be stored in a manner consistent with all City nuisance codes and shall not create an unattractive sight to the public.

The Contractor must have an INSIDE storage capacity of no less than 1,000 square feet. Vehicles that have been marked HOLD FOR EVIDENCE by the Police Department shall be stored INSIDE at such Contractor's facility for whatever period of time is necessary to process the vehicle and to complete any investigation, this time period shall include time necessary to maintain the evidence for any trial. Clinton Police Department personnel shall be permitted access to such vehicles at any time.

Storage facilities shall be subject to inspection and shall be approved by the City before any contract award. When deemed necessary by the Clinton Police Department, storage facilities shall be subject to periodic inspections during the contract term. Notice of any discrepancies or deficiencies found by the Police Department shall be submitted to the Contractor in writing. The Contractor shall remedy the same within seven (7) calendar days of the receipt of such notice. Upon failure of the Contractor to remedy said deficiencies, the City may elect to terminate the contract.

Vehicles stored in enclosed areas shall be secured and kept under lock and key. The Contractor shall protect all stored cars, together with all personal property contained therein, from theft and damage. Video surveillance is required in any area containing police evidence when designated by the Police Department.

All outside storage facilities shall be enclosed with a solid wall or a substantial wire fence no less than six (6) feet in height. Walls or fencing must be properly secured on a twenty-four (24) hour basis to prevent access to all outside storage facilities. The requirement of fencing shall be fulfilled before the award of the bid. All fences and walls shall be maintained in good repair throughout the term of the contract. The Contractor shall repair damage to such wall or fences within 24 hours. In the event the appearance of the storage area constitutes a visual nuisance, the City may require said fencing to be augmented with opaque material in order to shield the public from view of the storage area.

6. Scope of Work

Response time - Contractor shall provide a 24 hour per day, seven days per week towing service. The Contractor shall have a wrecker at the destination requested within twenty (20) minutes from the time the call is received during the day (6 a.m. to 10 p.m.) and within thirty (30) minutes at night (10 p.m. to 6 a.m.). The Contractor shall have 24 hours per day, seven days per week telephone communications. If service is not provided within the specified time, the City shall have the right to make other arrangements for the call. If the Contractor repeatedly fails to furnish wrecker services as defined herein, the City may terminate the contract. The Contractor awarded this contract will not have the option to pass on a call for tow service. Refusal to respond to a call for service may result in the termination of the contract.

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If the Contractor is called out to tow a vehicle for snow ordinance, illegal parking, abandoned vehicle, disabled vehicle, or any other purpose, and the vehicle has been moved by the owner or operator, or an Officer calls to cancel the tow, neither the owner/operator nor the City of Clinton will be charged for this tow. This situation will be considered a cost of doing business, and the Contractor should compensate for these situations by structuring the price per tow accordingly.

The Contractor may charge the twenty-four (24) hour fee for each calendar day or portion of a day an impounded vehicle is stored. The twenty-four (24) hour period begins at the time of impoundment.

On occasion, the Contractor will be required by the Clinton Police Department to tow and/or hold a vehicle for reasons such as an ongoing investigation or forfeiture proceedings. This shall be known as a tow "related to police activity." When these situations occur, the Contractor agrees to suspend their towing fee and standard storage fees for the Clinton Police Department. The City of Clinton shall not be invoiced for the towing fees related to tows related to police activity.

In the specific case where a vehicle is towed from a crash scene and is held for police investigations, but the period of detention is less than 90 days, the owner or claimant of the vehicle, or their insurance company, shall be responsible for the towing and storage charges. The Clinton Police Department will not be charged in these cases. It is the responsibility of the Contractor to invoice the appropriate entity.

The towing service, when removing a vehicle under police or other city department direction, shall make records of all tows and upon request of any duly authorized representative of the police department or city department employee requesting the tow information as listed;

- Date and time at which towing occurred
- Make, model, and year of the vehicle.
- License and/or serial number of the vehicle
- The location from which towed
- Location to which taken

The Contractor may, on extreme occasion and/or after hours of the Municipal Transit Administration (MTA) of the City of Clinton, provide labor, equipment, and materials required to provide towing services, changing flat tires, and jump-starting for equipment serviced by the MTA. Towed vehicles would be delivered to the MTA Facility at 1320 South 2nd Street, Clinton, Iowa. MTA will furnish mounted, inflated spare tires to the Contractor in the case of a flat tire. A flat fee of \$75.00 may be charged to the City of Clinton for this type of service after hours.

The contracted towing service will be allowed to drive, rather than tow, large vehicles (semi trucks) to the impound lot ONLY under the following circumstances:

- It can only be driven by a qualified employee of the towing service with a proper CDL,

Agenda Item #2.d

It can only be driven if the owner/operator of the vehicle consents to it being driven rather than towed,

The vehicle must be in safe operating condition.

Notwithstanding the above, if a vehicle were seized or forfeited under Section 809 of the State Code of Iowa, as amended, the vehicle may be moved by towing only. Any Shift Supervisor on duty with the Clinton Police Department may require the vehicle to be towed and not consent to the car being driven, even if all circumstances are complied with.

Abandoned Vehicles - The Police Department authorizes the Contractor to act as its own private entity to dispose of abandoned (not claimed) vehicles. This agreement is to offset the cost of not charging the Police Department or City departments the cost of towing City-owned vehicles. Sales or disposal to a demolisher of the cars towed under these specifications shall be according to Section 321.89 of the State Code of Iowa. The Contractor shall provide to the Police Department the following information on every vehicle disposed of by demolition or sold at auction:

- Year, make, and VIN of vehicle
- Date of disposal or sale
- Name of purchaser or demolisher of vehicle
- Amount received for the vehicle (when requested by Police Department)
- Bill of towing, storage, and notification accrued on each vehicle

Clean-up - When towing vehicle(s) from the scene of an accident, the Contractor shall be responsible for removing all broken glass and other matter that remains in the street after removing the vehicle(s).

Verbal Agreement - No verbal agreement or conversation with any elected or appointed official, agent, or employee of the City, either before, during, or after the submittal of this proposal, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the firm to any additional compensation or consideration whatsoever under the terms of this bid.

Proposals not Confidential - Under Iowa Open Records Law, Chapter 22 of Iowa Code: Disclosure of Proposal Content, "Examination of Public Records," all records of a government body are presumed to be public records, open to inspection by members of the public.

Performance Bond - Upon award, the Contractor shall furnish, at its own expense, a performance bond of \$5000 for the faithful performance of the agreement. Said bond must be maintained throughout the term of the contract.

7. Evaluation Criteria

Pricing - to be determined, but shall be in accordance with local market rates for the same or substantially similar work.

Agenda Item #2.d

Evaluating Responsibility - Responsibility refers to the Proposer's ability to perform successfully under the proposed contract terms.

The following minimum standards of a qualified Contractor are:

Operates a towing business capable of meeting all requirements stated in this proposal, including the afore stated equipment;

Has sufficient personnel to ensure compliance with the conditions stated in this proposal;

Be able to comply with the required or proposed performance schedule, taking into consideration all existing business commitments;

Have a satisfactory record of performance. For contractors who are or have been deficient in current or recent contract performance, consideration shall be given to the number of contracts and extent of and reason for the deficiencies of each;

Favorable references from firms with projects of similar scopes that indicate that the Proposer can carry out the services specified;

Have a satisfactory record of integrity and business ethics;

Be otherwise qualified and eligible to receive the contract award under applicable laws and regulations.

A contract, prepared by the Department and signed by the Mayor, shall be executed with the lowest, responsive and responsible bidder.

Each section contained herein, any addendum, and the response from the successful Contractor shall also be incorporated by reference into the resulting agreement. Similar services may be added, and pricing for these services negotiated during the term of the contract.

No price escalation will be allowed during the initial term of the contract, absent a written modification of the contract approved by the City Council. In the event of any requested rate increase, the Contractor shall provide sufficient written documentation to substantiate the request, include data concerning market data and internal records of the Contractor showing costs and profit margins. Documentation shall include, but not be limited to, actual materials invoices, copies of commercial price lists, provision of appropriate indices, etc., which support said increases. The Department reserves the right to accept or reject price increases, negotiate more favorable terms, or terminate without cost, the future performance of the contract.