City of Tipton, Iowa

Meeting:	**Tipton City Council Meeting**
Place:	**Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772**
Date/Time:	**5:30 p.m., Monday, October 17, 2016**
Web Page:	**www.tiptoniowa.org**
Posted:	**Friday, October 14, 2016 (Front door of City Hall & City Website)**

Mayor:	Bryan Carney	**Interim City Manager:**	Tim D. Long
Council At Large:	Leanne Boots	**City Attorney:**	Lynch Dallas, P.C.
Council At Large:	Pam Spear	**Finance Director:**	Lorna Fletcher
Council Ward #1:	Ross Leeper	**City Clerk:**	Amy Lenz
Council Ward #2:	Dean Anderson	**Dir. of Public Works:**	Steve Nash
Council Ward #3:	Tim McNeill	**Interim Police Chief:**	Sgt. Lisa Kepford

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 on subjects pertaining to today's meeting agenda, please wait until that item on the agenda is reached. If you wish to address the City Council on an item **not** on the agenda, please approach the lectern 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. Approval of City Council Minutes, October 3, 2016
2. Approval of September Treasurer's & Investment Reports
3. Approval of Liquor License Renewal, Pizza Hut

G. **Public Hearing**
1. Public Hearing for Consideration of Budget Amendment for FY 16-17 (proceed to I-2)

H. **Ordinance Approval/Amendment**

I. **Resolutions for Approval**

1. Resolution 100316A: City Street Financial Report Approval
2. Resolution 101716A: FY 16-17 Budget Amendment

J. **Mayoral Proclamation**

K. **Old Business**

L. **Motions for Approval**

1. Consideration of Claims List

2. Consideration of Garbage Exemption, 55 Meridian St.
3. Consideration of Garbage Exemption, 120 East 5th St.
4. Consideration of a 28 E Agreement, School/City Football Field, Sidewalk Drainage, and Future Parking Project.
5. Consideration of an Agreement with Garden Associates for Engineering Services for School/City Football Field, Sidewalk Drainage and Future Parking Project.
6. Consideration of a Proposal to Prepare Concept Plans and Cost Estimate to Rehab the former Legion Building; Demolition Estimate
7. Consideration of Authorization to Advertise for Interim Budget Analyst / Finance Director
8. Consideration of Mayor's Appointment and Council Consent of a Chief of Police.

M. Reports to be Received/Filed

N. Discussion Items (No Action)

1. Snow Removal – Even/Odd Parking; Sidewalk Snow Removal.
2. Water/Sewer Bill Forgiveness Policy Review.

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

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

P. Closed Session, pursuant to the Code of Iowa, Section 21.5:j, to discuss the purchase or sale of particular real estate.

Q. 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.

October 3, 2016
Tipton Fire Station
301 Lynn Street
Tipton, Iowa

The City Council of the City of Tipton, Cedar County, Iowa, met in regular session at 5:30 p.m. Mayor Carney called the meeting to order. Upon roll being called the following named council members were present: Boots, Spear, Leeper, Anderson and McNeill. Also present: Long, Lenz, Fletcher, Kepford, Nash, Taber, Beck, Walsh, Downs, Ratliff, B. Brennan, T. Johnson, other visitors and the press.

Agenda:
Motion by Boots, second by Spear to approve the agenda as presented. Following the roll call vote the motion passed unanimously.

Communications:
1. Deb Schwitzer stated she would like to stick up for Lisa Kepford to become the Police Chief. The officers are always out patrolling and she has not heard of the crime rate going up. The importance of qualifications is not always number one. Schwitzer is in favor of keeping Lisa as the Chief. She is qualified and should keep it.
2. Mary Swan thanked councilperson Leeper for bringing important information about the Chief of Police hiring to the newspaper. She wonders why we can't wait until January to interview a very qualified candidate, when it has already been nine months.
3. Margie Griffin spoke of concerns about the police department not patrolling the street she lives on.
4. Betty Emrich with Tipton Senior Dining stated that the numbers are still down at the Senior Center. She wants everybody to know that anyone can come and eat. It is helpful to call ahead. They are having their annual Ice Cream Social on Saturday, October 15, 2016, from 5:00 p.m. until 7:00 p.m.

Consent Agenda:
Motion by Boots, second by Anderson to approve the consent agenda which includes the September 19, 2016, Council Meeting Minutes, with a correction of a second motion that was placed by Leeper, not Spear, Airport Minutes, Cemetery Minutes, Library Minutes, Tipton Country Club Liquor License, and Liquor License Renewals for Can City and Dollar General. Following the roll call vote the motion passed unanimously.

Resolutions for Approval:
1. Resolution 090716A: Amendment to the Personnel Manual, Residency Requirement from 10 to 20 miles for Emergency Personnel (tabled at 09/07/16, council meeting)
Motion by Spear, second by McNeill to remove from the table. Following the roll call vote the motion passed unanimously.
Motion by McNeill, second by Leeper to approve Resolution 090716A, the resolution to amend the personnel manual, residency requirement from 10 to 20 miles for emergency personnel. Following the roll call vote the motion passed unanimously.

2. Resolution 100316A: City Street Financial Report Approval
Motion by Leeper, second by Boots to table Resolution 100316A. The full City Street Financial Report will be included at the October 17, 2016, council meeting. Following the roll call vote the motion passed unanimously.

Motions for Approval:
1. Claims List

ACTION SERVICES INC	PORT A POTTIE SERVICES	240.00

APGA	MEMBERSHIP DUES	1179.20
AUCA CHICAGO LOCKBOX	MATS	245.13
BARRON MOTOR SUPPLY	DEFROST FLUID #15	82.02
CENTRAL IOWA DISTRIBUTING	WHITE ROLL TOWELS	72.50
CHAPMAN METERING	UTILITY METERING SUPPORT SRVCS	1498.00
CINTAS CORPORATION #342	UNIFORMS & SUPPLIES	163.06
CLARENCE LOWDEN SUN-NEWS &	AQUATIC CENTER & REC ADS	359.60
CUSTOM BUILDERS INC	UPS CHARGES	46.85
DOMTAR	10 CASES COPY PAPER	457.25
EASTERN IOWA LIGHT & PWR	FLAG LIGHT	884.13
EMERGENCY MEDICAL PRODUCTS	MEDICAL SUPPLIES	129.85
FLYING PHOENIX INERSTATE D	2016 FIREWORKS	5476.45
FRIENDS OF THE ANIMALS	1 DOG	75.00
G & K SERVICES	UNIFORMS	57.27
GRAINGER	CALIBRATION GAS	156.93
GRAYBILL COMMUNICATIONS	SIREN MAINT/REPAIR	180.00
H.D. CLINE COMPANY	6 CASES HY-TRAN #18	453.30
HAWKINS INC	MURIATIC ACID	925.12
INTEGRATED TECHNOLOGY PART	EMAIL ISSUES	135.00
IOWA LAW ENFORCEMENT ACADE	TRAINING	349.00
IOWA ONE CALL	LOCATES	28.80
JOHNSON COUNTY AMBULANCE	MUTUAL AID	200.00
KINUM INC	COLLECTION EXPENSE	419.16
LAWSON PRODUCTS INC	TUBEO RINGS	25.20
LIBERTY COMMUNICATIONS	SMART DOOR MONTHLY FEE	25.85
LYNCH DALLAS PC	GNERAL MATTERS	1458.00
MISC. VENDOR	ELECTRICAL EXAMINING BOARD:LIC	99.00
OFFICE EXPRESS	OFFICE SUPPLIES	132.35
PCM	LED COMPUTER MONITOR	156.00
PIONEER MANUFACTURING CO	WHITE PAINT FOR REC	237.12
PITNEY BOWES INC	EQUIPMENT MAINTENANCE CONTRACT	882.00
QC ANALYTICAL SERVICES LLC	TESTING FEES	1700.00
QT POD	TERMINAL SELF SERVICE SUPPORT	995.00
REPUBLIC SERVICES OF IOWA	RECYCLING SORT FEES	761.16
RK DIXON	CONTRACT BASE CHARGE	29.22
RVM LANDSCAPING LLC	REPAIR LAWN AREAS IN THE PARK	1879.00
SHERMCO INDUSTRIES INC	GENERATOR PROJECT	1000.00
SKARSHAUG TESTING LAB	SLEEVE/GLOVES CLEAN & TEST	123.51
SPAHN & ROSE LUMBER CO	PAINT MIXER	235.23
STANARD & ASSOCIATES INC	POLICE OFFICER TESTING	26.00
STANDBY SYSTEMS INC	VAPORIZER BURNERS	661.80
STATE HYGIENIC LABORATORY	POOL TESTING FEES	12.50
SUPPLYWORKS	SUPPLIES FOR PARK RESTROOMS	505.71

T & M CLOTHING CO.	YOUTH REC SUPPLIES	1927.00
TERRY DURIN COMPANY	TERMINATION KIT	2492.00
TIPTON CONSERVATIVE	AQUATIC CENTER	1452.88
TITAN MACHINERY INC	REPAIR PARTS #18	291.53
TRANS IOWA EQUIPMENT	REPAIR PARTS #30	1198.39
TRANSWORLD SYSTEMS INC	COLLECTION EXPENSE	10.00
USA BLUE BOOK	PUMP TUBING	296.62
UTILITY SAFETY AND DESIGN	ODORANT 3-WAY SOLENOID VALVE	1089.93
VERMEER SALES & SERVICE IN	OPERATING SUPPLIES	14.56
WALMART COMMUNITY	MISC SUPPLIES	219.48
WENDLING QUARRIES INC	8.81 TN EROSION STONE	116.73
ZEP SALES & SERVICE	OPERATING SUPPLIES	395.04
TOTAL		34262.43
FUND TOTALS		
001 GENERAL GOVERNMENT		12,686.32
002 COMMUNICATIONS - LOCAL AC		118
160 ECONOMIC/INDUSTRIAL DEVEL		117
600 WATER OPERATING		490.49
610 WASTEWATER/AKA SEWER REVE		2,923.28
630 ELECTRIC OPERATING		7,509.30
640 GAS OPERATING		3,232.84
660 AIRPORT OPERATING		995
670 GARBAGE COLLECTION		781.39
750 CEMETERY ENTERPRISE		31.92
810 CENTRAL GARAGE		2,585.81
835 ADMINISTRATIVE SERVICES		2,791.08
GRAND TOTAL		34,262.43

Motion by Anderson, second by Spear to approve the list of claims as presented. Following the roll call vote the motion passed unanimously.

2. Senior Dining Donation Request (tabled at 09/19/16, council meeting)
Motion by Spear, second by McNeill to remove from the table. Following the roll call vote the motion passed unanimously.
Councilperson Spear stated that she has a hard time spending tax money on non-profit organizations. She would be willing to help them out in other ways to try and raise money, like possibly doing a mailing out to citizens. Councilperson Boots suggested paying for half of the $2500.00, sidewalk/railing project that they did.
Motion by McNeill, second by Boots to approve a donation of $1,250.00, to the Tipton Senior Center. Following the roll call vote the motion passed unanimously.

3. One-time Water and Sewer Bill Partial Exemption, Betty Anderson, 612 East 5th Street
Motion by Anderson, second by Spear to approve the one-time water and sewer partial exemption at 612 East 5th Street, reducing the water and sewer portion of each to $105.51, with a total credit of $500.00. Following the roll call vote the motion passed unanimously.

4. Change Order in the Amount of $3,200.00, for Caterpillar Gen Set #7 for Emergency Temperature Sensors
Motion by McNeill, second by Leeper, to approve the Change Order in the amount of $3,200.00, for the Caterpillar Gen Set #7, for emergency temperature sensors. Following the roll call vote the motion passed unanimously.

5. Setting a Public Hearing for October 17, 2016, for Budget Amendments Acknowledging Unanticipated Expenditures for FY 16-17
Motion by Spear, second by McNeill to approve holding a Public Hearing at the next council meeting on Monday, October 17, 2016, for budget amendments acknowledging unanticipated expenditures for FY 16-17. Following the roll call vote the motion passed unanimously.

6. DRIP Reimbursement, Penny's Hair and Nail Studio, 111 East 4th Street, $1,199.98
Motion by Anderson, second by Spear to approve the DRIP reimbursement to Penny's Hair and Nail Studio, at 111 East 4th Street, in the amount of $1,199.98. Following the roll call vote the motion passed unanimously.

7. DRIP Reimbursement, Total Look Salon, 120 West 5th Street, $7,329.00
Motion by Spear, second by McNeill to approve the DRIP reimbursement to Total Look Salon, at 120 West 5th Street, in the amount of $7,329.00. Following the roll call vote the motion passed unanimously.

8. 3rd Annual Trunk or Treat Halloween Event, October 30, 2016, at City Park
Motion by McNeill, second by Anderson to approve the 3rd annual Trunk or Treat Halloween event, October 30, 2016, from 3:00 p.m. until 5:00 p.m., at the City Park. Following the roll call vote the motion passed unanimously.

9. Soliciting for and Placing a Community Christmas Tree, and Tree Lighting Ceremony, November 26, 2016
Motion by Boots, second by Leeper to approve soliciting for and placing a community Christmas tree at the green space just south of Among Friends, on Cedar Street, and tree lighting ceremony on Saturday, November 26, 2016, at 5:00 p.m. Following the roll call vote the motion passed unanimously.

10. Character Counts New Socks Collection Drop Box at City Hall during October
Motion by Leeper, second by Anderson to approve placing a Character Counts new socks collection drop box for Socktober, at City Hall during October. Following the roll call vote the motion passed unanimously.

11. One-time Water and Sewer Bill Partial Exemption, Lacy Jones, 609 Mulberry Street
Motion by Boots, second by Spear to approve the one-time water and sewer partial exemption at 609 Mulberry Street, reducing the water and sewer portion of each to $25.86, with a total credit of $207.68. Following the roll call vote the motion passed unanimously.

12. Acterra Engine Progressive Billing
Motion by Boots, second by McNeill to approve Acterra engine progressive billing in the amount of $46,917.69. Following the roll call vote the motion passed unanimously.

Reports to be Received/Filed:

1. Chief of Police STEP (traffic enforcement) Report

Interim Chief Kepford shared a list of stats from the STEP program. She also read aloud a memo she wrote stating all that she and her officers have done since the beginning of the year, including number of traffic stops, accidents, thefts, domestic, etc. She stated that her officers are doing a great job and are putting their lives at risk every day. She is tired of the police department being bashed and wants it to stop.

2. Water and Sewer Operator's Monthly Report (oral report)

Water/Wastewater Director Brennan said things are going well. The water plant produced 9.1 million gallons of water in September.

Brennan had a conference call meeting with the Iowa DNR on September 29, 2016. There were no major issues talked about. The lagoons are in compliance and doing well.

3. Library Director's Report, August 2016
4. Electric Department Mock OSHA Inspection Report
5. Electric Department Iowa Utility Board System Review Report
6. Recycling Center Cost Increase and Review of Options

The following was shared by Public Works Director Nash:

As a follow-up to my comments at the last Council Meeting, I'd like to share the following possible solutions and/or adjustments to our operation. These different approaches are for the expressed purpose of discussion. We were given an extension by Republic Services until after our next Council Meeting to make a decision with them. With that in mind, here are some other options/possibilities. Obviously there are pros and cons with each one.

We could:

- Continue with Republic Services – 24-month contract not to exceed $65.00 a ton.
- Deliver to Scott Co. Recycling, would cost us $80.00 a ton processing fee. Any value above that on a per ton basis would be split with us. For example, if it was worth $100/ton, they would split the $20.00 difference with us, giving us $10/ton back.
- Enter into a contract with a private hauler, Waste Management for example. I'm still waiting on a return call from David Schabb, to see what that might look like financially.
- Set up our own stationary recycling area, and do away with curbside pickup. (could be met with some resistance?)
- I don't think eliminating the recycling altogether is an option, however some people have mentioned that as a possible solution.

Just for your information we have a 28E Agreement with the County through June 30, 2018 which only includes garbage/solid waste. Recycling isn't mandated with that Agreement.

Additionally, I'd like to propose a change in our current recycling operation. I believe we could split the town in half like we do for garbage. Pick up half the town one week and the other half the next week. Residents would get picked up every other week. This would cut our excessive travel around town and still provide a good service. The decrease in overtime, wear and tear on dumping partially filled cans and reduced travel would seem to be a huge benefit in cost reduction.

7. Tipton Development Director Report, October 2016

Motion by Boots, second by McNeill to accept the Chief of Police Step Report, Water and Sewer Operator's Monthly Report, Library Director's Report, Electric Department Mock OSHA Inspection Report, Electric Department Iowa Utility Board System Review Report, Recycling Center Cost Increase and

Review of Options Report and the Tipton Development Director Report. Following the roll call vote the motion passed unanimously.

Councilperson McNeill dismissed himself from the meeting at 7:12 p.m.

Discussion Items (No Action)

1. Preliminary Review of Architect for Rehabilitating the former Legion Building for Community Development Office Space and Storage

Sarah Coleman, with Martin Gardner Architecture, was here last week to meet with Economic Development Director Beck, Interim Manager Long and Mayor Carney at the former Legion building. Martin Gardner Architecture suggested and put together a feasibility study. Coleman stated the building is in good shape. There is some surface mold in the basement because it hasn't been used for many years. It is an ideal fit to try and repurpose it for City use.

Reports of Mayor/Council/Manager/Department Heads:

Interim Manager

Interim Manager Long is working on the 28E Agreement with the school, for the sidewalk and parking lot project by the football field. He will have it at the next council meeting.

Long sent out the State Revolving Fund application today. It is for the preliminary engineering work for the wastewater plant improvements.

There is a meeting tomorrow, with the personnel committee, on the Chief of Police selection process.

Public Works Director

Public Works Director Nash stated that the Library sidewalk project has started.

Plan to start the leaf vacuum Monday, October 10, 2016.

Nash picked up 10 trees for half price at Pleasant Valley in Iowa City.

Electric Superintendent

Electric Superintendent Taber stated that Josh McAdoo, with the electric department, is now a journeyman lineman. He is very proud of him.

The engine is coming along good.

Working on reports with Energy Information Administration and getting the engines registered.

Taber stated how he likes working with Interim Chief of Police Kepford. The officers are doing many good things. He believes she is the one to hire.

Adjourn:

With no further business to come before the council a motion to adjourn was made by Anderson, second by Leeper. Following the roll call vote the motion passed unanimously.

Meeting adjourned at 7:28 p.m.

Mayor

Attest:
City Clerk

Amy Lenz

From: Licensing@IowaABD.com
Sent: Tuesday, October 11, 2016 2:33 AM
To: Amy Lenz
Cc: Licensing@IowaABD.com
Subject: Liquor License Submitted to Local Authority

The following licenses are completed and awaiting local authority approval:

License #	License Status	Business Name
BB0031701	Submitted to Local Authority	Pizza Hut #4696 (49 Cedar Street Tipton Iowa, 52772)

Please do not respond to this email. Contact the Division's Licensing Section with questions regarding the application process or application status toll-free at 866.IowaABD (866.469.2223) (select option 1), locally at 515.281.7400 (select option 1).
For assistance by email contact Licensing@IowaABD.com

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Form 517007 (5-2016)
Office of Local Systems
Ames, IA 50010

City Name
TIPTON

City Street Financial Report

9/29/2016 6:09 PM
Fiscal Year
2016
1 of 8

Cover Sheet

Now therefore let it be resolved that the city council TIPTON (City Name), Iowa

On 10 03 2016 (month day year) did hereby approve and adopt the annual

City Street Financial Report from July 1, 2015 (Year) to June 30, 2016 (Year)

Contact Information

Name	E-mail Address	Street Address	city	ZIP Code
Amy Lenz	alenz@tiptoniowa.org	407 Lynn	Tipton	52772-1699

Hours	Phone	Extension	Phone(Altenative)
7:30 - 4:30	563-886-6187		563-886-4231

Preparer Information

Name	E-mail Address	Phone	Extension
Amy Lenz	alenz@tiptoniowa.org	563-886-6187	

Mayor Information

Name	E-mail Address	Street Address	city	ZIP Code
Bryan Carney	mayor@tiptoniowa.org	407 Lynn	Tipton	52772-1699

Phone	Extension
563-886-4542	

Resolution Number 100316A

Signature Mayor

Signature City Clerk

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Ames, IA 50010

City Name
TIPTON

City Street Financial Report

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Summary Statement Sheet

Round Figures to Nearest Dollars

	Column 1 Road use Tax Fund	Column 2 Other Steeet Monies	Column 3 Street Debt	Column 4 Totals
A.BEGINNING BALANCE				
1. July 1 Balance	$3,930,579	$1,384,684	$1,133,619	$6,448,882
2. Adjustments (Note on Explanation Sheet)	-$3,485,086	$293,401	$59,062	-$3,132,623
3. Adjusted Balance	$445,493	$1,678,085	$1,192,681	$3,316,259
B. REVENUES				
1. Road Use Tax	$398,049			$398,049
2. Property Taxes		$271,453	$52,652	$324,105
3. Special Assessments		$773	$0	$773
4. Miscellaneous		$253,576	$1,439,482	$1,693,058
5. Proceeds from Bonds,Notes, and Loans		$0	$1,213,845	$1,213,845
6. Interest Earned		$0	$310	$310
7. Total Revenues (Lines B1 thru B6)	$398,049	$525,802	$2,706,289	$3,630,140
C. Total Funds Available (Line A3 + Line B7)	$843,542	$2,203,887	$3,898,970	$6,946,399

Round Figures to Nearest Dollars

	Column 1 Road use Tax Fund	Column 2 Other Steeet Monies	Column 3 Street Debt	Column 4 Totals
EXPENSES				
D. Maintenance				
1. RoadWay Maintenance	$0	$249,984	$0	$249,984
2. Snow and Ice Removal	$0	$42,666	$0	$42,666
E.Construction, Reconstruction and Improvements				
1. Engineering	$0	$0	$551,763	$551,763
2. Right of Way Purchased	$0	$0	$0	$0
3. Street/Bridge Construction	$0	$0	$3,648,459	$3,648,459
4.Traffic Services	$0	$3,285	$0	$3,285
F. Administration	$992	$47,153	$1,122	$49,257
G. Equipment	$0	$0	$3,568	$3,568
H. Miscellaneous		$10,835	$19,390	$30,225
J. street Debt				
1. Bonds, Notes and Loans -Principal Paid	$277,596	$0	$1,213,845	$1,491,441
2. Bonds, Notes and Loans - Interest Paid	$42,590	$0	$0	$42,590
TOTALS				
K. Total Expenses (Lines D thru J)	$321,158	$353,923	$5,438,147	$6,113,228
L. Ending Balance (Line C-K)	$522,384	$1,849,964	-$1,539,177	$833,171
M. Total Funds Accounted For (K + L = C)	$843,542	$2,203,887	$3,898,970	$6,946,399

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City Street Financial Report

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Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
112---Utility Revenue	$39,462.00	$0.00
170---Reimbursements (misc.)	$2,300.00	$0.00
190---Other Miscellaneous	$1,071.00	$0.00
192---Donations	$4,955.00	$0.00
180---Receipts From Sales	$1,440.00	$0.00
194---General Fund Transfers	$204,348.00	$290,543.00
121---State Reimbursement	$0.00	$1,148,701.00
115---Other Governments (misc.)	$0.00	$238.00
Line B4 Totals	$253,576.00	$1,439,482.00

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees,bond fees etc. (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
220---Insurance	$10,835.00	$0.00
240---Administrative Costs (Printing, Legal Fees, etc.)	$0.00	$19,390.00
Line H Totals	$10,835.00	$19,390.00

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Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
☐	General Obligation	Street Improvements	102	03/23/2015	$162,000	100	2026	$162,000	$13,600	$4,604	$13,600	$4,604	$148,400
☐	General Obligation	Street Improvements	103	11/14/2011	$610,000	100	2022	$405,000	$70,000	$7,970	$70,000	$7,970	$335,000
☐	General Obligation	Street Improvements	104	11/14/2011	$970,000	100	2022	$730,000	$112,500	$16,468	$112,500	$16,468	$617,500
☐	General Obligation	Street Improvements	105	03/11/2013	$400,814	100	2023	$400,814	$47,983	$5,136	$47,983	$5,136	$352,831
☑	Short Term Notes	Street Improvements	106	08/01/2011	$539,806	100	2011	$539,806	$539,806	$0	$539,806	$0	$0
☑	Short Term Notes	Paving & Construction	301	12/01/2009	$674,039	100	2010	$674,039	$674,039	$0	$674,039	$0	$0
☐	General Obligation	Equipment	401	03/11/2013	$153,618	100	2023	$153,618	$18,513	$1,982	$18,513	$1,982	$135,105
☐	General Obligation	Bridge or Building	601	11/14/2011	$305,000	100	2024	$270,000	$15,000	$6,420	$15,000	$6,420	$255,000
		New Bond Totals			$1,213,845	$1,213,845	Totals	$3,335,277	$1,491,441	$42,580	$1,491,441	$42,580	$1,843,836

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Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

Check here if there are no entities for this year ☑

Project Final Costs Sheet (Section A)

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)

Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/ Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total

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City Name
TIPTON

City Street Financial Report

9/29/2016 6:20 PM
Fiscal Year
2016
6 of 8

Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
017	1976	Caterpiller Road Grader	$32,000	$0		$0		No	NOCH
021	2007	International 4300	$48,049	$0		$0		No	NOCH
026	2001	Freightliner FL-70	$35,000	$0		$0		No	NOCH
018	2007	Case Backhoe/Loader	$28,800	$0		$0		No	NOCH
138	2005	Bobcat Skid Steer	$25,326	$0		$0		No	NOCH
029	2001	International 4300	$50,000	$0		$0		No	NOCH
015	2012	Ford 550 Dump Truck	$61,843	$0		$0		No	NOCH
025	2013	Elgin Pelican Street Sweeper	$157,265	$0		$0		No	NOCH

IOWADOT
Form 517007 (5-2016)
Office of Local Systems
Ames, IA 50010

City Name
TIPTON

City Street Financial Report

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2016
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Explanation Sheet

Comments

1. Adjustment made on Summary Page, A. Column 1, Road Use Tax Fund Beginning Balance. I have attached our audit that shows the balance on June 30, 2015, was $445,493, as highlighted on page 16.

2. Adjustment made on the Summary Page, A. Column 2, Other Street Monies. The property tax, special assessments & interest earned was not entered into FY 2014. Adjustment also made on Summary Page A. Column 3, Street Debt. The property tax and interest earned was not entered into FY 2014.

3. Adjustment made on Summary Page, Column 3, both Revenue & Expense side, Street Debt, trying to correct the beginning balances as previous street debt wasn't recorded properly. This also affected Bonds, Notes and Loans Sheet.

IOWADOT
Form 517007 (5-2016)
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Ames, IA 50010

City Name
TIPTON

City Street Financial Report

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2016
8 of 8

Monthly Payment Sheet

Month	Road Use tax Payments
July	$33,119.53
August	$44,615.69
September	$39,572.85
October	$30,269.84
November	$34,432.21
December	$34,755.28
January	$28,967.23
February	$33,292.37
March	$34,154.15
April	$23,687.71
May	$25,494.07
June	$35,687.87
Totals	$398,048.80

Jun 15

Form 653 C1

NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2016-2017 CITY BUDGET

The City Council of Tipton in CEDAR County, Iowa

will meet at Fire Station, 301 Lynn Street

at 5:30 p.m. (hour) on 10/03/2016 (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2017 (year)

by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given. Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	1,409,653		1,409,653
Less: Uncollected Property Taxes-Levy Year	2	0		0
Net Current Property Taxes	3	1,409,653	0	1,409,653
Delinquent Property Taxes	4	0		0
TIF Revenues	5	162,676		162,676
Other City Taxes	6	238,030		238,030
Licenses & Permits	7	27,895		27,895
Use of Money and Property	8	347,428		347,428
Intergovernmental	9	730,272		730,272
Charges for Services	10	8,797,484		8,797,484
Special Assessments	11	23,000		23,000
Miscellaneous	12	1,732,168		1,732,168
Other Financing Sources	13	396,355		396,355
Transfers In	14	2,929,822		2,929,822
Total Revenues and Other Sources	15	16,794,783	0	16,794,783
Expenditures & Other Financing Uses				
Public Safety	16	1,037,625		1,037,625
Public Works	17	656,999		656,999
Health and Social Services	18	0		0
Culture and Recreation	19	854,865		854,865
Community and Economic Development	20	178,631		178,631
General Government	21	241,796		241,796
Debt Service	22	1,148,760		1,148,760
Capital Projects	23	787,855	800,000	1,587,855
Total Government Activities Expenditures	24	4,906,531	800,000	5,706,531
Business Type / Enterprises	25	8,958,430		8,958,430
Total Gov Activities & Business Expenditures	26	13,864,961	800,000	14,664,961
Transfers Out	27	2,929,822		2,929,822
Total Expenditures/Transfers Out	28	16,794,783	800,000	17,594,783
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	0	-800,000	-800,000
Beginning Fund Balance July 1	30	8,328,844		8,328,844
Ending Fund Balance June 30	31	8,328,844	-800,000	7,528,844

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Capital Project - purchase of the used generation engine. We will use surplus cash from electric funds for the engine, engineering/installation expenses.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Lorna Fletcher

City Clerk/ Finance Officer Name

16-141

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2017 - AMENDMENT #1

To the Auditor of CEDAR County, Iowa:

The City Council of Tipton in said County/Counties met on 10/17/2016 ,at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. 101716A

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 3 2017
(AS AMENDED LAST ON .)

Be it Resolved by the Council of the City of Tipton

Section 1. Following notice published 10/05/2016 and the public hearing held, 10/17/2016 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	1,409,653	0	1,409,653
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	1,409,653	0	1,409,653
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	162,676	0	162,676
Other City Taxes	6	238,030	0	238,030
Licenses & Permits	7	27,895	0	27,895
Use of Money and Property	8	347,428	0	347,428
Intergovernmental	9	730,272	0	730,272
Charges for Services	10	8,797,484	0	8,797,484
Special Assessments	11	23,000	0	23,000
Miscellaneous	12	1,732,168	0	1,732,168
Other Financing Sources	13	396,355	0	396,355
Transfers In	14	2,929,822	0	2,929,822
Total Revenues and Other Sources	15	16,794,783	0	16,794,783
Expenditures & Other Financing Uses				
Public Safety	16	1,037,625	0	1,037,625
Public Works	17	656,999	0	656,999
Health and Social Services	18	0	0	0
Culture and Recreation	19	854,865	0	854,865
Community and Economic Development	20	178,631	0	178,631
General Government	21	241,796	0	241,796
Debt Service	22	1,148,760	0	1,148,760
Capital Projects	23	787,855	800,000	1,587,855
Total Government Activities Expenditures	24	4,906,531	800,000	5,706,531
Business Type / Enterprises	25	8,958,430	0	8,958,430
Total Gov Activities & Business Expenditures	26	13,864,961	800,000	14,664,961
Transfers Out	27	2,929,822	0	2,929,822
Total Expenditures/Transfers Out	28	16,794,783	800,000	17,594,783
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	0	-800,000	-800,000
Beginning Fund Balance July 1	30	8,328,844	0	8,328,844
Ending Fund Balance June 30	31	8,328,844	-800,000	7,528,844

Passed this _____ (Day) day of _____ (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

PACKET: 02367 Council Mtg 101716 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-0032	ACTERRA GROUP								
	I JC9006	PROGRESSIVE BILLING	AP		R	10/13/2016	15,500.00	15,500.00CR	
		G/L ACCOUNT					15,500.00		
		311 5-821-3-67800 ENGINE PURCHASES				15,500.00	PROGRESSIVE BILLING		
				REG. CHECK			15,500.00	15,500.00CR	0.00
							15,500.00	0.00	
01-0026	ADVOCATE NEWS								
	I 0916AN	TOUCH A TRUCK AD	AP		R	11/13/2016	88.00	88.00CR	
		G/L ACCOUNT					88.00		
		001 5-525-2-64020 ADVERTISING				88.00	TOUCH A TRUCK AD		
				REG. CHECK			88.00	88.00CR	0.00
							88.00	0.00	
01-0052	AIR FILTER SALES & SERVICE								
	I 0235580	26 FILTERS	AP		R	11/12/2016	424.58	424.58CR	
		G/L ACCOUNT					424.58		
		001 5-465-2-63100 BUILDING MAINTENANCE & REPAIR				424.58	26 FILTERS		
				REG. CHECK			424.58	424.58CR	0.00
							424.58	0.00	
01-0060	ALBAUGH PHC INC								
	I 29043	MENS RESTROOM TOILET REPAIR	AP		R	11/12/2016	383.77	383.77CR	
		G/L ACCOUNT					383.77		
		001 5-430-2-63500 OPERATIONAL EQUIPT MAINT & REP				383.77	MENS RESTROOM TOILET REPAIR		
				REG. CHECK			383.77	383.77CR	0.00
							383.77	0.00	
01-0143	AUCA CHICAGO LOCKBOX								
	I 1876687613	BLDG MAINT SUPPLIES	AP		R	11/12/2016	80.12	80.12CR	
		G/L ACCOUNT					80.12		
		001 5-650-2-63100 BUILDING MAINTENANCE & REPAIR				80.12	BLDG MAINT SUPPLIES		
	I 1876687617	BLDG MAINT SUPPLIES	AP		R	11/12/2016	165.01	165.01CR	
		G/L ACCOUNT					165.01		
		001 5-160-2-63100 BUILDING MAINTENANCE & REPAIR				165.01	BLDG MAINT SUPPLIES		

PACKET: 02367 Council Mtg 101716 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
			REG. CHECK				245.13	245.13CR	0.00
							245.13	0.00	

01-0201 BARRON MOTOR SUPPLY

I 15521	SEPARATOR #163	AP		R	10/13/2016	15.81	15.81CR	
	G/L ACCOUNT					15.81		
	810 5-899-2-63321	REPAIR PARTS				15.81	SEPARATOR #163	
I 15763	LUBE ELEMENT	AP		R	10/13/2016	17.72	17.72CR	
	G/L ACCOUNT					17.72		
	810 5-899-2-65070	OPERATING SUPPLIES				17.72	LUBE ELEMENT	
			REG. CHECK			33.53	33.53CR	0.00
						33.53	0.00	

01-0465 CEDAR CO PUBLIC HEALTH

I 100616CCPH	7 FLU SHOTS, 1 TB TEST	AP		R	11/12/2016	200.00	200.00CR	
	G/L ACCOUNT					200.00		
	001 5-150-2-64121	HEALTH SERVICES				50.00	7 FLU SHOTS, 1 TB TEST	
	001 5-299-2-65980	MISCELLANEOUS				125.00	7 FLU SHOTS, 1 TB TEST	
	001 5-160-2-64121	HEALTH SERVICES				25.00	7 FLU SHOTS, 1 TB TEST	
			REG. CHECK			200.00	200.00CR	0.00
						200.00	0.00	

01-0410 CEDAR COUNTY CO-OP

C 15198	FUEL DISCOUNT	AP		R	10/13/2016	21.12CR	21.12	
	G/L ACCOUNT					21.12CR		
	810 5-899-2-65075	FUEL				21.12CR	FUEL DISCOUNT	
I 0916CCC	645 GL CNTRL GRG/54 GL PARK	AP		R	11/12/2016	1,561.33	1,561.33CR	
	G/L ACCOUNT					1,561.33		
	810 5-899-2-65075	FUEL				1,445.61	645 GL CNTRL GRG/54 GL PARK	
	001 5-430-2-65075	FUEL				115.72	645 GL CNTRL GRG/54 GL PARK	
I 203873	23.19 GL #1	AP		R	11/12/2016	51.00	51.00CR	
	G/L ACCOUNT					51.00		
	810 5-899-2-65075	FUEL				51.00	23.19 GL #1	
I 204083	4.84 GL UL #73	AP		R	11/12/2016	12.34	12.34CR	
	G/L ACCOUNT					12.34		
	810 5-899-2-65075	FUEL				12.34	4.84 GL UL #73	

PACKET: 02367 Council Mtg 101716 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
I 204105		27.54 GL #1	AP		R	11/12/2016	59.46	59.46CR	
		G/L ACCOUNT					59.46		
		810 5-899-2-65075 FUEL				59.46	27.54 GL #1		
I 466942		OIL	AP		R	11/12/2016	24.24	24.24CR	
		G/L ACCOUNT					24.24		
		810 5-899-2-65076 OIL				24.24	OIL		
I 466943		PARK SPRAY	AP		R	11/12/2016	62.68	62.68CR	
		G/L ACCOUNT					62.68		
		001 5-430-2-65070 OPERATING SUPPLIES				62.68	PARK SPRAY		
I 466944		OIL	AP		R	11/12/2016	378.09	378.09CR	
		G/L ACCOUNT					378.09		
		810 5-899-2-65076 OIL				378.09	OIL		
I 466970		OIL #30	AP		R	11/12/2016	547.50	547.50CR	
		G/L ACCOUNT					547.50		
		810 5-899-2-65076 OIL				547.50	OIL #30		
			REG. CHECK				2,675.52	2,675.52CR	0.00
							2,675.52	0.00	

01-0430 CEDAR COUNTY ENGINEER

I 0916AMB		211.2 GL DSL	AP		R	11/12/2016	378.05	378.05CR	
		G/L ACCOUNT					378.05		
		810 5-899-2-65075 FUEL				378.05	211.2 GL DSL		
I 0916FIPE		38.3 GL DSL	AP		R	11/12/2016	68.56	68.56CR	
		G/L ACCOUNT					68.56		
		810 5-899-2-65075 FUEL				68.56	38.3 GL DSL		
I 0916PW		681.9 GL DSL	AP		R	11/12/2016	1,220.60	1,220.60CR	
		G/L ACCOUNT					1,220.60		
		810 5-899-2-65075 FUEL				1,220.60	681.9 GL DSL		
			REG. CHECK				1,667.21	1,667.21CR	0.00
							1,667.21	0.00	

01-0470 CEDAR COUNTY RECORDER

I 100316CCR		EASEMENT	AP		R	11/12/2016	12.00	12.00CR	
		G/L ACCOUNT					12.00		
		630 5-820-2-64031 ADMINISTRATION				12.00	EASEMENT		

PACKET: 02367 Council Mtg 101716 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
			REG. CHECK				12.00	12.00CR	0.00
							12.00	0.00	

01-0461 CEDAR COUNTY SOLID WASTE

I 0916CCTS	TRANSFER FEES	AP	R	11/12/2016	2,290.00	2,290.00CR	
	G/L ACCOUNT				2,290.00		
	670 5-840-2-64850	TRANSFER FEES		2,290.00	TRANSFER FEES		
		REG. CHECK			2,290.00	2,290.00CR	0.00
					2,290.00	0.00	

01-0581 CINTAS CORPORATION

I 5006253348	FIRST AID SUPPLIES	AP	R	10/13/2016	186.03	186.03CR	
	G/L ACCOUNT				186.03		
	810 5-899-2-65100	SAFETY		28.67	FIRST AID SUPPLIES		
	001 5-620-2-65980	MISCELLANEOUS		64.84	FIRST AID SUPPLIES		
	630 5-821-2-65100	SAFETY		56.60	FIRST AID SUPPLIES		
	630 5-820-2-65100	SAFETY		17.96	FIRST AID SUPPLIES		
	640 5-825-2-65100	SAFETY		17.96	FIRST AID SUPPLIES		
		REG. CHECK			186.03	186.03CR	0.00
					186.03	0.00	

01-0580 CINTAS CORPORATION #342

C 342604326	UNIFORMS	AP	R	10/13/2016	27.54CR	27.54	
	G/L ACCOUNT				27.54CR		
	630 5-820-2-64350	UNIFORMS/EQUIPMENT		27.54CR	UNIFORMS		
I 342606062	UNIFORMS & SHOP TOWELS	AP	R	10/13/2016	163.06	163.06CR	
	G/L ACCOUNT				163.06		
	630 5-820-2-64350	UNIFORMS/EQUIPMENT		102.31	UNIFORMS		
	630 5-820-2-65070	OPERATING SUPPLIES		22.69	SHOP TOWELS		
	640 5-825-2-64350	UNIFORMS/EQUIPMENT		38.06	UNIFORMS		
I 342607793	UNIFORMS & SHOP TOWELS	AP	R	10/13/2016	163.06	163.06CR	
	G/L ACCOUNT				163.06		
	630 5-820-2-64350	UNIFORMS/EQUIPMENT		102.31	UNIFORMS		
	630 5-820-2-65070	OPERATING SUPPLIES		22.69	SHOP TOWELS		
	640 5-825-2-64350	UNIFORMS/EQUIPMENT		38.06	UNIFORMS		
I 342609563	UNIFORMS & SHOP TOWELS	AP	R	10/13/2016	161.92	161.92CR	
	G/L ACCOUNT				161.92		
	630 5-820-2-64350	UNIFORMS/EQUIPMENT		101.17	UNIFORMS		

PACKET: 02367 Council Mtg 101716 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
		630 5-820-2-65070 OPERATING SUPPLIES				22.69	SHOP TOWELS		
		640 5-825-2-64350 UNIFORMS/EQUIPMENT				38.06	UNIFORMS		
			REG. CHECK				460.50	460.50CR	0.00
							460.50	0.00	
01-0337	CJ COOPER & ASSOC INC								
I 76520		PRE-EMPLOYMENT SCREENING	AP		R	11/12/2016	35.00	35.00CR	
		G/L ACCOUNT					35.00		
		001 5-299-2-65100 SAFETY				35.00	PRE-EMPLOYMENT SCREENING		
			REG. CHECK				35.00	35.00CR	0.00
							35.00	0.00	
01-0587	CLARENCE LOWDEN SUN-NEWS &								
I 0916CLSNA		YOUTH REC & FAC ADS	AP		R	11/12/2016	301.60	301.60CR	
		G/L ACCOUNT					301.60		
		001 5-446-2-64020 ADVERTISING				116.00	YOUTH REC & FAC ADS		
		001 5-465-2-64020 ADVERTISING				185.60	YOUTH REC & FAC ADS		
			REG. CHECK				301.60	301.60CR	0.00
							301.60	0.00	
01-0620	CLIFTON LARSON ALLEN LLP								
I 1357479		PROGRESSIVE BILLING FOR AUD	AP		R	11/12/2016	7,500.00	7,500.00CR	
		G/L ACCOUNT					7,500.00		
		835 5-899-2-64010 ACCOUNTING & AUDITING EXPENSE				7,500.00	PROGRESSIVE BILLING FOR AUDIT		
			REG. CHECK				7,500.00	7,500.00CR	0.00
							7,500.00	0.00	
01-0697	CUSTOM BUILDERS INC								
I 77876		UPS CHARGES	AP		R	11/12/2016	50.07	50.07CR	
		G/L ACCOUNT					50.07		
		610 5-815-2-65080 POSTAGE/SHIPPING				50.07	UPS CHARGES		
			REG. CHECK				50.07	50.07CR	0.00
							50.07	0.00	

PACKET: 02367 Council Mtg 101716 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-1076	D & R PEST CONTROL INC								
	I 21033	PEST CONTROL	AP		R	11/12/2016	35.00	35.00CR	
		G/L ACCOUNT					35.00		
		001 5-650-2-63100 BUILDING MAINTENANCE & REPAIR				35.00	PEST CONTROL		
	I 21034	PEST CONTROL	AP		R	11/12/2016	31.03	31.03CR	
		G/L ACCOUNT					31.03		
		630 5-821-2-63100 BUILDING MAINTENANCE & REPAIR				31.03	PEST CONTROL		
	I 21035	PEST CONTROL	AP		R	11/12/2016	25.00	25.00CR	
		G/L ACCOUNT					25.00		
		001 5-150-2-63100 BUILDING MAINTENANCE & REPAIR				25.00	PEST CONTROL		
	I 21036	PEST CONTROL	AP		R	11/12/2016	25.00	25.00CR	
		G/L ACCOUNT					25.00		
		001 5-160-2-63100 BUILDING MAINTENANCE & REPAIR				25.00	PEST CONTROL		
	I 21037	PEST CONTROL	AP		R	11/12/2016	125.00	125.00CR	
		G/L ACCOUNT					125.00		
		001 5-410-2-63100 BUILDING MAINTENANCE & REPAIR				125.00	PEST CONTROL		
	I 21162	PEST CONTROL	AP		R	11/12/2016	45.00	45.00CR	
		G/L ACCOUNT					45.00		
		001 5-465-2-63100 BUILDING MAINTENANCE & REPAIR				45.00	PEST CONTROL		
	I 21302	PEST CONTROL	AP		R	11/12/2016	29.96	29.96CR	
		G/L ACCOUNT					29.96		
		630 5-821-2-63100 BUILDING MAINTENANCE & REPAIR				29.96	PEST CONTROL		
		REG. CHECK					315.99	315.99CR	0.00
							315.99	0.00	
01-0802	DOMTAR								
	I 1272097	8 1/2 X 14 PAPER	AP		R	10/13/2016	97.70	97.70CR	
		G/L ACCOUNT					97.70		
		835 5-899-2-65060 OFFICE SUPPLIES				97.70	8 1/2 X 14 PAPER		
		REG. CHECK					97.70	97.70CR	0.00
							97.70	0.00	

PACKET: 02367 Council Mtg 101716 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-0835	DURANT AMBULANCE SERVICE IN								
	I 071516DAS	MUTUAL AID	AP		R	11/12/2016	125.00	125.00CR	
		G/L ACCOUNT					125.00		
		001 5-160-2-64130 PAYMENT TO OTHER AGENCIES/FUND 125.00 MUTUAL AID							
				REG. CHECK			125.00	125.00CR	0.00
							125.00	0.00	
01-0860	EASTERN IOWA LIGHT & PWR								
	I 0916EL	SEWAGE PLANT	AP		R	11/12/2016	580.27	580.27CR	
		G/L ACCOUNT					580.27		
		610 5-816-2-63710 UTILITIES 580.27 SEWAGE PLANT							
	I 0916FL	CEMETERY FLAG LIGHT	AP		R	11/12/2016	10.64	10.64CR	
		G/L ACCOUNT					10.64		
		750 5-280-2-63710 UTILITIES 10.64 CEMETERY FLAG LIGHT							
	I 0916SL	CEMETERY SECURITY LIGHTS	AP		R	11/12/2016	21.28	21.28CR	
		G/L ACCOUNT					21.28		
		750 5-280-2-63710 UTILITIES 21.28 CEMETERY SECURITY LIGHTS							
				REG. CHECK			612.19	612.19CR	0.00
							612.19	0.00	
01-0859	EICCD								
	I 52199	EMT TRAINING FOR 7	AP		R	10/13/2016	10,703.00	10,703.00CR	
		G/L ACCOUNT					10,703.00		
		001 5-160-1-62300 TRAINING 10,703.00 EMT TRAINING FOR 7							
				REG. CHECK			10,703.00	10,703.00CR	0.00
							10,703.00	0.00	
01-0911	ELIJAH ENTERPRISES								
	I 473400	OXYGEN & ACETYLENE FOR TORC	AP		R	11/12/2016	123.63	123.63CR	
		G/L ACCOUNT					123.63		
		810 5-899-2-65070 OPERATING SUPPLIES 123.63 OXYGEN & ACETYLENE FOR TORCH							
				REG. CHECK			123.63	123.63CR	0.00
							123.63	0.00	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-0930	EMERGENCY MEDICAL PRODUCTS								
	I 1858132	MEDICAL SUPPLIES	AP		R	11/12/2016	143.17	143.17CR	
		G/L ACCOUNT					143.17		
		001 5-160-2-65070 OPERATING SUPPLIES					143.17 MEDICAL SUPPLIES		
			REG. CHECK				143.17	143.17CR	0.00
							143.17	0.00	
01-0965	FAMILY FOODS								
	I 0916FF	MISC & OPER SUPPLIES	AP		R	11/12/2016	22.52	22.52CR	
		G/L ACCOUNT					22.52		
		001 5-465-2-65980 MISCELLANEOUS					2.57 MISC & OPER SUPPLIES		
		001 5-290-2-65070 OPERATING SUPPLIES					19.95 MISC & OPER SUPPLIES		
			REG. CHECK				22.52	22.52CR	0.00
							22.52	0.00	
01-0974	FASTENAL COMPANY								
	I 144137	EYE BOLTS FOR LANE LINES	AP		R	11/12/2016	136.59	136.59CR	
		G/L ACCOUNT					136.59		
		001 5-465-2-65070 OPERATING SUPPLIES					136.59 EYE BOLTS FOR LANE LINES		
			REG. CHECK				136.59	136.59CR	0.00
							136.59	0.00	
01-1051	FRIENDS OF THE ANIMALS								
	I 10116	2 CATS, 1 DOG	AP		R	11/12/2016	175.00	175.00CR	
		G/L ACCOUNT					175.00		
		001 5-190-2-64910 CONTRACT SERVICES					175.00 2 CATS, 1 DOG		
			REG. CHECK				175.00	175.00CR	0.00
							175.00	0.00	
01-1055	G & K SERVICES								
	I 598860	UNIFORMS	AP		R	11/12/2016	57.27	57.27CR	
		G/L ACCOUNT					57.27		
		001 5-210-2-64350 UNIFORMS/EQUIPMENT					27.24 UNIFORMS		
		670 5-840-2-64350 UNIFORMS/EQUIPMENT					7.91 UNIFORMS		

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
		600 5-810-2-64350	UNIFORMS/EQUIPMENT				3.15 UNIFORMS		
		610 5-815-2-64350	UNIFORMS/EQUIPMENT				3.15 UNIFORMS		
		810 5-899-2-64350	UNIFORMS/EQUIPMENT				7.68 UNIFORMS		
		001 5-299-2-64350	UNIFORMS/EQUIPMENT				8.14 UNIFORMS		
I 602166		UNIFORMS	AP		R	11/12/2016	57.27	57.27CR	
		G/L ACCOUNT					57.27		
		001 5-210-2-64350	UNIFORMS/EQUIPMENT				27.24 UNIFORMS		
		670 5-840-2-64350	UNIFORMS/EQUIPMENT				7.91 UNIFORMS		
		600 5-810-2-64350	UNIFORMS/EQUIPMENT				3.15 UNIFORMS		
		610 5-815-2-64350	UNIFORMS/EQUIPMENT				3.15 UNIFORMS		
		810 5-899-2-64350	UNIFORMS/EQUIPMENT				7.68 UNIFORMS		
		001 5-299-2-64350	UNIFORMS/EQUIPMENT				8.14 UNIFORMS		
I 605459		SHOP TOWELS	AP		R	11/12/2016	27.50	27.50CR	
		G/L ACCOUNT					27.50		
		810 5-899-2-65070	OPERATING SUPPLIES				27.50 SHOP TOWELS		
I 605460		UNIFORMS	AP		R	11/12/2016	60.17	60.17CR	
		G/L ACCOUNT					60.17		
		001 5-210-2-64350	UNIFORMS/EQUIPMENT				30.14 UNIFORMS		
		670 5-840-2-64350	UNIFORMS/EQUIPMENT				7.91 UNIFORMS		
		600 5-810-2-64350	UNIFORMS/EQUIPMENT				3.15 UNIFORMS		
		610 5-815-2-64350	UNIFORMS/EQUIPMENT				3.15 UNIFORMS		
		810 5-899-2-64350	UNIFORMS/EQUIPMENT				7.68 UNIFORMS		
		001 5-299-2-64350	UNIFORMS/EQUIPMENT				8.14 UNIFORMS		
			REG. CHECK				202.21	202.21CR	0.00
							202.21	0.00	
01-1078	GIERKE ROBINSON COMPANY INC								
I 5107685		CUTTING BLADE	AP		R	11/12/2016	267.24	267.24CR	
		G/L ACCOUNT					267.24		
		001 5-210-2-65053	SMALL TOOLS - STREET DEPT				267.24 CUTTING BLADE		
I 5107775		NAIL STAKES	AP		R	11/12/2016	256.20	256.20CR	
		G/L ACCOUNT					256.20		
		001 5-210-2-65053	SMALL TOOLS - STREET DEPT				256.20 NAIL STAKES		
			REG. CHECK				523.44	523.44CR	0.00
							523.44	0.00	

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01-1094 GRAINGER									
I 9232895996		PARTS FOR NEW CAT ENGINE	AP		R	11/12/2016	429.90	429.90CR	
		G/L ACCOUNT					429.90		
		630 5-821-2-63500 OPERATIONAL EQUIPT MAINT & REP					429.90	PARTS FOR NEW CAT ENGINE	
				REG. CHECK			429.90	429.90CR	0.00
							429.90	0.00	
01-1098 GRASSHOPPER LAWN CARE DBA A									
I 6-0874		MOW & TRIM 2 UNKEPT PROPERT	AP		R	11/12/2016	90.00	90.00CR	
		G/L ACCOUNT					90.00		
		835 5-899-2-65980 MISCELLANEOUS					90.00	MOW & TRIM 2 UNKEPT PROPERTIES	
				REG. CHECK			90.00	90.00CR	0.00
							90.00	0.00	
01-1102 GREAT WESTERN SUPPLY CO									
I 99007		SPRAYER ASSEMBLY	AP		R	11/12/2016	107.77	107.77CR	
		G/L ACCOUNT					107.77		
		001 5-465-2-63500 OPERATIONAL EQUIPT MAINT & PEP					107.77	SPRAYER ASSEMBLY	
				REG. CHECK			107.77	107.77CR	0.00
							107.77	0.00	
01-1115 H & H AUTO									
I 33361		TIRES #118	AP		R	11/12/2016	146.36	146.36CR	
		G/L ACCOUNT					146.36		
		810 5-899-2-63322 TIRES					146.36	TIRES #118	
				REG. CHECK			146.36	146.36CR	0.00
							146.36	0.00	
01-1154 HASTY AWARDS									
I 09161650		270 MEDALS FTBLL & VBALL	AP		R	11/12/2016	616.30	616.30CR	
		G/L ACCOUNT					616.30		
		001 5-446-2-65070 OPERATING SUPPLIES					616.30	270 MEDALS FTBLL & VBALL	
				REG. CHECK			616.30	616.30CR	0.00
							616.30	0.00	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-1335	INAGE TREND INC								
	I 103616	CLEARING HOUSE SERVICES	AP		R	10/13/2016	240.00	240.00CR	
		G/L ACCOUNT					240.00		
		001 5-160-2-64910 CONTRACT SERVICES				240.00	CLEARING HOUSE SERVICES		
				REG. CHECK			240.00	240.00CR	0.00
							240.00	0.00	
01-1287	INTEGRATED TECHNOLOGY PARTN								
	I 104491	TECH SERVICES AT CITY HALL	AP		R	10/13/2016	830.45	830.45CR	
		G/L ACCOUNT					830.45		
		835 5-899-2-64190 TECHNOLOGY				830.45	TECH SERVICES AT CITY HALL		
	I 104573	MANAGED NETWORK SERVICES	AP		R	10/13/2016	2,520.00	2,520.00CR	
		G/L ACCOUNT					2,520.00		
		001 5-110-2-64190 TECHNOLOGY				770.00	MANAGED NETWORK SERVICES		
		001 5-150-2-64190 TECHNOLOGY				140.00	MANAGED NETWORK SERVICES		
		001 5-160-2-64190 TECHNOLOGY				140.00	MANAGED NETWORK SERVICES		
		001 5-465-2-64190 TECHNOLOGY				140.00	MANAGED NETWORK SERVICES		
		001 5-525-2-64190 TECHNOLOGY				70.00	MANAGED NETWORK SERVICES		
		630 5-820-2-64190 TECHNOLOGY				350.00	MANAGED NETWORK SERVICES		
		640 5-825-2-64190 TECHNOLOGY				140.00	MANAGED NETWORK SERVICES		
		810 5-899-2-64190 TECHNOLOGY				210.00	MANAGED NETWORK SERVICES		
		835 5-899-2-64190 TECHNOLOGY				560.00	MANAGED NETWORK SERVICES		
	I 104593	ADD B RATLIFF TO DOMAIN	AP		R	10/13/2016	45.00	45.00CR	
		G/L ACCOUNT					45.00		
		001 5-160-2-64190 TECHNOLOGY				45.00	ADD B RATLIFF TO DOMAIN		
	I 104625	OCT DATTO SERVICES	AP		R	10/13/2016	427.70	427.70CR	
		G/L ACCOUNT					427.70		
		835 5-899-2-64190 TECHNOLOGY				427.70	OCT DATTO SERVICES		
	I 104655	TECH SERVICES FOR UTILITY O	AP		R	10/13/2016	135.00	135.00CR	
		G/L ACCOUNT					135.00		
		600 5-811-2-64190 TECHNOLOGY				27.00	TECH SERVICES FOR UTILITY OFC		
		610 5-815-2-64190 TECHNOLOGY				27.00	TECH SERVICES FOR UTILITY OFC		
		630 5-822-2-64190 TECHNOLOGY				27.00	TECH SERVICES FOR UTILITY OFC		
		640 5-826-2-64190 TECHNOLOGY				27.00	TECH SERVICES FOR UTILITY OFC		
		670 5-840-2-64190 TECHNOLOGY				27.00	TECH SERVICES FOR UTILITY OFC		
				REG. CHECK			3,958.15	3,958.15CR	0.00
							3,958.15	0.00	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-1270	IOWA ASSOCIATION OF								
	I 14073	TESTING	AP		R	11/12/2016	145.00	145.00CR	
		G/L ACCOUNT					145.00		
		640 5-825-1-62300 TRAINING					145.00 TESTING		
	I 14083	TESTING	AP		R	11/12/2016	10.00	10.00CR	
		G/L ACCOUNT					10.00		
		640 5-825-1-62300 TRAINING					10.00 TESTING		
				REG. CHECK			155.00	155.00CR	0.00
							155.00	0.00	
01-1308	IOWA DEPARTMENT OF TRANSPOR								
	I 35977	BLADE GRADER	AP		R	11/12/2016	317.20	317.20CR	
		G/L ACCOUNT					317.20		
		810 5-899-2-63321 REPAIR PARTS					317.20 BLADE GRADER		
				REG. CHECK			317.20	317.20CR	0.00
							317.20	0.00	
01-1322	IOWA DEPT. OF NATURAL RESOU								
	I 38-38021DR	WATER ALLOCATION ANNUAL FEE	AP		R	11/13/2016	66.00	66.00CR	
		G/L ACCOUNT					66.00		
		600 5-810-1-62100 DUES/FEES					66.00 WATER ALLOCATION ANNUAL FEE		
				REG. CHECK			66.00	66.00CR	0.00
							66.00	0.00	
01-1426	JOHNSON COUNTY AMBULANCE								
	I 081616-2JCA	MUTUAL AID	AP		R	11/12/2016	200.00	200.00CR	
		G/L ACCOUNT					200.00		
		001 5-160-2-64130 PAYMENT TO OTHER AGENCIES/FUND					200.00 MUTUAL AID		
	I 081616JCA	MUTUAL AID	AP		R	11/12/2016	200.00	200.00CR	
		G/L ACCOUNT					200.00		
		001 5-160-2-64130 PAYMENT TO OTHER AGENCIES/FUND					200.00 MUTUAL AID		
	I 082016JCA	MUTUAL AID	AP		R	11/12/2016	200.00	200.00CR	
		G/L ACCOUNT					200.00		
		001 5-160-2-64130 PAYMENT TO OTHER AGENCIES/FUND					200.00 MUTUAL AID		

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
			REG. CHECK				600.00	600.00CR	0.00
							600.00	0.00	

01-1514 LANDS' END BUSINESS OUTFITT

I SIN4169196	28 SHIRTS-ADMIN,LIB,CD,UTIL	AP		R	10/13/2016	972.78	972.78CR
	G/L ACCOUNT					972.78	
	835 5-899-2-64350	UNIFORMS/EQUIPMENT			442.80	28 SHIRTS-ADMIN,LIB,CD,UTILITY	
	001 5-525-2-64350	UNIFORMS/EQUIPMENT			170.40	28 SHIRTS-ADMIN,LIB,CD,UTILITY	
	001 5-410-2-65980	MISCELLANEOUS			176.95	28 SHIRTS-ADMIN,LIB,CD,UTILITY	
	630 5-822-2-64350	UNIFORMS/EQUIPMENT			36.53	28 SHIRTS-ADMIN,LIB,CD,UTILITY	
	600 5-811-2-64350	UNIFORMS/EQUIPMENT			36.53	28 SHIRTS-ADMIN,LIB,CD,UTILITY	
	640 5-826-2-64350	UNIFORMS/EQUIPMENT			36.53	28 SHIRTS-ADMIN,LIB,CD,UTILITY	
	610 5-815-2-64350	UNIFORMS/EQUIPMENT			36.52	28 SHIRTS-ADMIN,LIB,CD,UTILITY	
	670 5-840-2-64350	UNIFORMS/EQUIPMENT			36.52	28 SHIRTS-ADMIN,LIB,CD,UTILITY	
I SIN4240817	2 OFFICE SHIRTS	AP		R	10/13/2016	56.00	56.00CR
	G/L ACCOUNT					56.00	
	630 5-822-2-64350	UNIFORMS/EQUIPMENT			7.20	2 OFFICE SHIRTS	
	600 5-811-2-64350	UNIFORMS/EQUIPMENT			7.20	2 OFFICE SHIRTS	
	640 5-825-2-64350	UNIFORMS/EQUIPMENT			7.20	2 OFFICE SHIRTS	
	610 5-815-2-64350	UNIFORMS/EQUIPMENT			7.20	2 OFFICE SHIRTS	
	835 5-899-2-64350	UNIFORMS/EQUIPMENT			20.00	2 OFFICE SHIRTS	
	670 5-840-2-64350	UNIFORMS/EQUIPMENT			7.20	2 OFFICE SHIRTS	
I SIN4244184	5 OFFICE SHIRTS DEB	AP		R	10/13/2016	148.95	148.95CR
	G/L ACCOUNT					148.95	
	630 5-822-2-64350	UNIFORMS/EQUIPMENT			29.79	5 OFFICE SHIRTS DEB	
	600 5-811-2-64350	UNIFORMS/EQUIPMENT			29.79	5 OFFICE SHIRTS DEB	
	640 5-826-2-64350	UNIFORMS/EQUIPMENT			29.79	5 OFFICE SHIRTS DEB	
	610 5-815-2-64350	UNIFORMS/EQUIPMENT			29.79	5 OFFICE SHIRTS DEB	
	670 5-840-2-64350	UNIFORMS/EQUIPMENT			29.79	5 OFFICE SHIRTS DEB	
			REG. CHECK			1,177.73	1,177.73CR 0.00
						1,177.73	0.00

01-1528 LAWSON PRODUCTS INC

I 930442461	SAFETY GOGGLES	AP		R	11/12/2016	6.97	6.97CR
	G/L ACCOUNT					6.97	
	810 5-899-2-65100	SAFETY			6.97	SAFETY GOGGLES	
			REG. CHECK			6.97	6.97CR 0.00
						6.97	0.00

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-1660	MANATTS INC								
	I 831339	LOAD FOR CITY HALL PROJECT	AP		R	11/12/2016	799.25	776.25CR	
		G/L ACCOUNT				11/12/2016	799.25	23.00CR	
		001 5-620-2-63200 GROUNDS MAINTENANCE & REPAIR					799.25	LOAD FOR CITY HALL PROJECT	
	I 831474	LOADS FOR CITY HALL PROJECT	AP		R	11/12/2016	1,380.25	1,341.25CR	
		G/L ACCOUNT				11/12/2016	1,380.25	39.00CR	
		001 5-620-2-63200 GROUNDS MAINTENANCE & REPAIR					1,380.25	LOADS FOR CITY HALL PROJECT	
	I 832360	LOAD FOR WA MAIN REPAIR	AP		R	11/12/2016	799.25	776.25CR	
		G/L ACCOUNT				11/12/2016	799.25	23.00CR	
		600 5-810-2-65308 MAINS					799.25	LOAD FOR WA MAIN REPAIR	
				REG. CHECK			2,978.75	2,893.75CR	0.00
							2,978.75	85.00CR	
01-1640	MC CLURE ENGINEERING COMPAN								
	I 13691	SANITARY COLL & SYS EVALUAT	AP		R	10/13/2016	37,808.60	37,808.60CR	
		G/L ACCOUNT					37,808.60		
		740 5-865-2-64070 ENGINEERING					37,808.60	SANITARY COLL & SYS EVALUATION	
				REG. CHECK			37,808.60	37,808.60CR	0.00
							37,808.60	0.00	
01-1698	McMASTER-CARR								
	I 82430082	PARTS FOR OLD POWER PLANT	AP		R	11/12/2016	282.63	282.63CR	
		G/L ACCOUNT					282.63		
		630 5-821-2-63500 OPERATIONAL EQUIPT MAINT & REP					282.63	PARTS FOR OLD POWER PLANT	
				REG. CHECK			282.63	282.63CR	0.00
							282.63	0.00	
01-1716	MH EQUIPMENT CO								
	I 222R78	REPAIR PARTS #30	AP		R	10/13/2016	935.05	935.05CR	
		G/L ACCOUNT					935.05		
		810 5-899-2-63321 REPAIR PARTS					935.05	REPAIR PARTS #30	
	I 222T40	REPAIR PARTS #30	AP		R	10/13/2016	360.64	360.64CR	
		G/L ACCOUNT					360.64		
		810 5-899-2-63321 REPAIR PARTS					360.64	REPAIR PARTS #30	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
			REG. CHECK				1,295.69	1,295.69CR	0.00
							1,295.69	0.00	
01-1748	MITCHELL 1								
	I 19329689	MONTHLY WEB SUBSCRIPTIONS	AP		R	10/13/2016	233.05	233.05CR	
		G/L ACCOUNT					233.05		
		810 5-899-2-65070 OPERATING SUPPLIES					233.05	MONTHLY WEB SUBSCRIPTIONS	
			REG. CHECK				233.05	233.05CR	0.00
							233.05	0.00	
01-1765	MONROE SYSTEMS FOR BUSINESS								
	I 7HA39A	OFFICE CALCULATOR DEB	AP		R	11/12/2016	191.57	191.57CR	
		G/L ACCOUNT					191.57		
		630 5-822-2-65060 OFFICE SUPPLIES					38.32	OFFICE CALCULATOR DEB	
		600 5-811-2-65060 OFFICE SUPPLIES					38.31	OFFICE CALCULATOR DEB	
		640 5-826-2-65060 OFFICE SUPPLIES					38.32	OFFICE CALCULATOR DEB	
		610 5-815-2-65060 OFFICE SUPPLIES					38.31	OFFICE CALCULATOR DEB	
		670 5-840-2-65060 OFFICE SUPPLIES					38.31	OFFICE CALCULATOR DEB	
			REG. CHECK				191.57	191.57CR	0.00
							191.57	0.00	
01-1832	MUNICIPAL SUPPLY INC								
	I 637019	WATER MAIN REPAIR CLAMP	AP		R	10/13/2016	122.00	122.00CR	
		G/L ACCOUNT					122.00		
		600 5-810-2-65308 MAINS					122.00	WATER MAIN REPAIR CLAMP	
			REG. CHECK				122.00	122.00CR	0.00
							122.00	0.00	
01-1920	ODB COMPANY								
	I 0094562	REPAIR PARTS #163	AP		R	10/13/2016	676.63	676.63CR	
		G/L ACCOUNT					676.63		
		810 5-899-2-63321 REPAIR PARTS					676.63	REPAIR PARTS #163	
			REG. CHECK				676.63	676.63CR	0.00
							676.63	0.00	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-1914	OFFICE EXPRESS								
	I 0566963-001	OFFICE SUPPLIES	AP		R	10/13/2016	113.12	113.12CR	
		G/L ACCOUNT					113.12		
		835 5-899-2-65060 OFFICE SUPPLIES				113.12	OFFICE SUPPLIES		
	I 0569094-001	OFFICE SUPPLIES	AP		R	10/13/2016	99.94	99.94CR	
		G/L ACCOUNT					99.94		
		835 5-899-2-65060 OFFICE SUPPLIES				99.94	OFFICE SUPPLIES		
			REG. CHECK				213.06	213.06CR	0.00
							213.06	0.00	
01-2081	POWER PLANT COMPLIANCE								
	I 15558	DNR CONSTRUCTION PERMIT FEE	AP		R	10/13/2016	1,175.00	1,175.00CR	
		G/L ACCOUNT					1,175.00		
		630 5-821-1-62100 DUES/FEES				1,175.00	DNR CONSTRUCTION PERMIT FEE		
			REG. CHECK				1,175.00	1,175.00CR	0.00
							1,175.00	0.00	
01-2057	PRAXAIR DISTRIBUTION INC								
	I 74379818	OXYGEN	AP		R	11/12/2016	39.90	39.90CR	
		G/L ACCOUNT					39.90		
		001 5-160-2-65070 OPERATING SUPPLIES				39.90	OXYGEN		
			REG. CHECK				39.90	39.90CR	0.00
							39.90	0.00	
01-2078	R S STOVER COMPANY								
	I 476131	REGULATOR	AP		R	11/12/2016	4,000.31	4,000.31CR	
		G/L ACCOUNT					4,000.31		
		640 5-825-2-65306 REGULATORS				4,000.31	REGULATOR		
	I 476190	REGULATOR	AP		R	11/12/2016	4,515.31	4,515.31CR	
		G/L ACCOUNT					4,515.31		
		640 5-825-2-65306 REGULATORS				4,515.31	REGULATOR		
			REG. CHECK				8,515.62	8,515.62CR	0.00
							8,515.62	0.00	

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-2115	REPUBLIC SERVICES OF IOWA								
	I 3268	RECYCLING SORT FEES	AP		R	10/13/2016	555.95	555.95CR	
		G/L ACCOUNT					555.95		
		670 5-841-2-65070 OPERATING SUPPLIES				555.95	RECYCLING SORT FEES		
			REG. CHECK				555.95	555.95CR	0.00
							555.95	0.00	
01-2112	PESCO								
	I 62407-01	FR BIBS	AP		R	11/13/2016	195.62	195.62CR	
		G/L ACCOUNT					195.62		
		630 5-820-2-65100 SAFETY				195.62	FR BIBS		
	I 650923-00	OVERHEAD SUPPLIES	AP		R	11/13/2016	403.03	403.03CR	
		G/L ACCOUNT					403.03		
		630 5-820-2-65302 OVERHEAD SUPPLIES				403.03	OVERHEAD SUPPLIES		
	I 655583-00	OVERHEAD SUPPLIES	AP		R	11/13/2016	2,068.92	2,068.92CR	
		G/L ACCOUNT					2,068.92		
		630 5-820-2-65302 OVERHEAD SUPPLIES				2,068.92	OVERHEAD SUPPLIES		
			REG. CHECK				2,667.57	2,667.57CR	0.00
							2,667.57	0.00	
01-2165	SANDRY FIRE SUPPLY LLC								
	I 51652	10 TURNOUT COATS	AP		R	10/14/2016	7,952.72	7,952.72CR	
		G/L ACCOUNT					7,952.72		
		001 5-150-3-67270 OTHER CAPITAL EQUIPMENT				7,952.72	10 TURNOUT COATS		
			REG. CHECK				7,952.72	7,952.72CR	0.00
							7,952.72	0.00	
01-2199	SHERMCO INDUSTRIES INC								
	I 16-08934	PROGRESSIVE BILLING	AP		R	10/14/2016	4,300.00	4,300.00CR	
		G/L ACCOUNT					4,300.00		
		311 5-821-2-64070 ENGINEERING				4,300.00	PROGRESSIVE BILLING		
	I 16-09513	PROGRESSIVE BILLING	AP		R	10/14/2016	3,500.00	3,500.00CR	
		G/L ACCOUNT					3,500.00		
		311 5-821-3-67800 ENGINE PURCHASES				3,500.00	PROGRESSIVE BILLING		

PACKET: 02367 Council Mtg 101716 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
			REG. CHECK				7,800.00	7,800.00CR	0.00
							7,800.00	0.00	

01-1239 STATE HYGIENIC LABORATORY

I 93363	POOL TESTING FEES	AP	R	11/13/2016	25.00	25.00CR	
	G/L ACCOUNT				25.00		
	001 5-465-2-64121	HEALTH SERVICES		25.00	POOL TESTING FEES		
I 93364	WATER TESTING	AP	R	11/13/2016	75.00	75.00CR	
	G/L ACCOUNT				75.00		
	600 5-810-2-64121	HEALTH SERVICES		75.00	WATER TESTING		
		REG. CHECK			100.00	100.00CR	0.00
					100.00	0.00	

01-2307 SUMMIT COMPANIES

I 1147362	FIRE EXTINGUISHER SERVICED	AP	R	10/14/2016	93.00	93.00CR	
	G/L ACCOUNT				93.00		
	001 5-150-2-63500	OPERATIONAL EQUIPT MAINT & REP		93.00	FIRE EXTINGUISHER SERVICED		
		REG. CHECK			93.00	93.00CR	0.00
					93.00	0.00	

01-2348 THOMAS HEATING & AIR

I 2309	6 FILTERS	AP	R	10/14/2016	90.00	90.00CR	
	G/L ACCOUNT				90.00		
	001 5-150-2-63100	BUILDING MAINTENANCE & REPAIR		90.00	6 FILTERS		
		REG. CHECK			90.00	90.00CR	0.00
					90.00	0.00	

01-2352 THOMPSON TRUCK & TRAILER

I X103062814:01	REPAIR PARTS #30	AP	R	10/14/2016	37.18	37.18CR	
	G/L ACCOUNT				37.18		
	810 5-899-2-63321	REPAIR PARTS		37.18	REPAIR PARTS #30		
I X103062846:01	REPAIR PARTS #21	AP	R	10/14/2016	326.38	326.38CR	
	G/L ACCOUNT				326.38		
	810 5-899-2-63321	REPAIR PARTS		326.38	REPAIR PARTS #21		

PACKET: 02367 Council Mtg 101716 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
			REG. CHECK				363.56	363.56CR	0.00
							363.56	0.00	

01-2400 TIPTON CONSERVATIVE

I 0916LB	TOUCH A TRUCK, GARAGE SALE	AP		R	11/13/2016	140.50	140.50CR	
	G/L ACCOUNT					140.50		
	001 5-525-2-64020	ADVERTISING				112.50	TOUCH A TRUCK, GARAGE SALE	
	835 5-899-2-64020	ADVERTISING				28.00	TOUCH A TRUCK, GARAGE SALE	
I 201610145396	MINUTES	AP		R	11/13/2016	474.70	474.70CR	
	G/L ACCOUNT					474.70		
	835 5-899-2-64140	PRINTING & PUBLISHING				474.70	MINUTES	
I 201610145397	LEAF PICKUP	AP		R	11/13/2016	221.25	221.25CR	
	G/L ACCOUNT					221.25		
	670 5-840-2-65980	MISCELLANEOUS				221.25	LEAF PICKUP	
I 201610145398	PUBLIC HEARING	AP		R	11/13/2016	9.18	9.18CR	
	G/L ACCOUNT					9.18		
	660 5-835-2-65980	MISCELLANEOUS				9.18	PUBLIC HEARING	
I 201610145399	YOUTH REC	AP		R	11/13/2016	60.00	60.00CR	
	G/L ACCOUNT					60.00		
	001 5-446-2-64020	ADVERTISING				60.00	YOUTH REC	
I 201610145400	POOL SCHEDULE	AP		R	11/13/2016	210.00	210.00CR	
	G/L ACCOUNT					210.00		
	001 5-465-2-64020	ADVERTISING				210.00	POOL SCHEDULE	
			REG. CHECK				1,115.63	1,115.63CR	0.00
							1,115.63	0.00	

01-2410 TIPTON ELECTRIC MOTORS

I 278600	REPAIR PARTS FOR WELL	AP		R	11/13/2016	68.35	68.35CR	
	G/L ACCOUNT					68.35		
	600 5-810-2-65309	WELLS				68.35	REPAIR PARTS FOR WELL	
I 278691	RENT PRESSURE WASHER	AP		R	11/13/2016	20.00	20.00CR	
	G/L ACCOUNT					20.00		
	001 5-465-2-65070	OPERATING SUPPLIES				20.00	RENT PRESSURE WASHER	
I 278811	SERVICE PRESSURE WASHER	AP		R	11/13/2016	389.18	389.18CR	
	G/L ACCOUNT					389.18		
	810 5-839-2-63500	OPERATIONAL EQUIPT MAINT & REP				389.18	SERVICE PRESSURE WASHER	

PACKET: 02367 Council Mtg 101716 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
			REG. CHECK				477.53	477.53CR	0.00
							477.53	0.00	

01-2450 TIPTON PHARMACY

I 100316TP	MEDS	AP		R	11/13/2016	295.82	295.82CR	
	G/L ACCOUNT					295.82		
	001 5-160-2-65070	OPERATING SUPPLIES				295.82	MEDS	
			REG. CHECK			295.82	295.82CR	0.00
						295.82	0.00	

01-2473 TITAN MACHINERY INC

I 8339218	REPAIR PARTS #18	AP		R	10/14/2016	261.14	261.14CR	
	G/L ACCOUNT					261.14		
	810 5-899-2-63321	REPAIR PARTS				261.14	REPAIR PARTS #18	
			REG. CHECK			261.14	261.14CR	0.00
						261.14	0.00	

01-2322 TMP REFINING

I 161013	CATALYST CLEANING	AP		R	10/14/2016	870.00	870.00CR	
	G/L ACCOUNT					870.00		
	630 5-821-2-63500	OPERATIONAL EQUIPT MAINT & PEP				870.00	CATALYST CLEANING	
			REG. CHECK			870.00	870.00CR	0.00
						870.00	0.00	

01-2489 TRANSWORLD SYSTEMS INC

I 1458815	COLLECTION EXPENSE	AP		R	10/14/2016	5.00	5.00CR	
	G/L ACCOUNT					5.00		
	640 5-826-2-64040	COLLECTION EXPENSE				5.00	COLLECTION EXPENSE	
			REG. CHECK			5.00	5.00CR	0.00
						5.00	0.00	

PACKET: 02367 Council Mtg 101716 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-2494	TREY ELECTRIC								
	I 8602	WORK ON TRAFFIC SIGNALS	AP		R	10/14/2016	1,184.40	1,184.40CR	
		G/L ACCOUNT					1,184.40		
		630 5-820-2-63510 TRAFFIC LIGHT MAINT & REPAIR				1,184.40	WORK ON TRAFFIC SIGNALS		
				REG. CHECK			1,184.40	1,184.40CR	0.00
							1,184.40	0.00	
01-2500	TYLER TECHNOLOGIES INC								
	I 025-149900	UTILITY BILL NOTIFICATION	AP		R	11/12/2016	29.20	29.20CR	
		G/L ACCOUNT					29.20		
		630 5-822-2-65980 MISCELLANEOUS				9.74	UTILITY BILL NOTIFICATION		
		600 5-811-2-65980 MISCELLANEOUS				9.73	UTILITY BILL NOTIFICATION		
		640 5-826-2-65980 MISCELLANEOUS				9.73	UTILITY BILL NOTIFICATION		
				REG. CHECK			29.20	29.20CR	0.00
							29.20	0.00	
01-2650	WESCO RECEIVABLES CORP								
	I 496731	UNDERGROUND SUPPLIES	AP		R	11/13/2016	465.45	465.45CR	
		G/L ACCOUNT					465.45		
		630 5-820-2-65304 UNDERGROUND SUPPLIES				465.45	UNDERGROUND SUPPLIES		
				REG. CHECK			465.45	465.45CR	0.00
							465.45	0.00	
01-2700	XEROX CORPORATION								
	I 096364152	BASE & COPY CHARGES	AP		R	11/13/2016	1,468.21	1,468.21CR	
		G/L ACCOUNT					1,468.21		
		835 5-899-2-65070 OPERATING SUPPLIES				732.12	BASE & COPY CHARGES		
		835 5-899-2-64151 COMMERCIAL EQPT RENTAL & LEASE				736.09	BASE & COPY CHARGES		
				REG. CHECK			1,468.21	1,468.21CR	0.00
							1,468.21	0.00	

PACKET: 02367 Council Mtg 101716 AL

VENDOR SET: 01

REPORT TOTALS

FUND DISTRIBUTION

FUND NO#	FUND NAME	AMOUNT
001	GENERAL GOVERNMENT	28,408.94CR
311	ADDTNL GENERATION PRJCT	23,300.00CR
600	WATER OPERATING	1,288.61CR
610	WASTEWATER/AKA SEWER REVE	778.61CR
630	ELECTRIC OPERATING	8,067.40CR
640	GAS OPERATING	9,096.33CR
660	AIRPORT OPERATING	9.18CR
670	GARBAGE COLLECTION	3,229.75CR
740	STORM WATER	37,808.60CR
750	CEMETERY ENTERPRISE	31.92CR
810	CENTRAL GARAGE	8,300.48CR
835	ADMINISTPATIVE SERVICES	12,152.62CR
	** TOTALS **	132,472.44CR

---- TYPE OF CHECK TOTALS ----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
PEG-CHECKS		132,472.44	132,387.44CR	0.00
		132,472.44	85.00CR	
EFT		0.00	0.00	0.00
		0.00	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS		132,472.44	132,387.44CR	0.00
		132,472.44	85.00CR	

TOTAL CHECKS TO PRINT: 72

ERRORS: 0 WARNINGS: 0

City One Card Purchases | Statement Date 08/25/2016 | 10/10/2016 11:04 AM

City Credit Card Statement	Card Ttl	6,924.07
City Card - Check out card		
Operating Supplies - Welter Storage Equipment	63.50	
Total Charges		**63.50**
Ambulance - One Card		
Misc Supplies - Pizza Hut	43.93	
Office Supplies - Canon USA	77.36	
Total Charges		**121.29**
Fire - One Card		
Training - Waverly Volunteers	715.00	
Total Charges		**715.00**
Public Works - One Card		
Operating Supplies - Walmart	14.79	
Training - IAMU	185.00	
Total Charges		**199.79**
Electric - One Card		
Training - IAEI	375.00	
Operating Supplies - Aluminum Ladder Racks	889.00	
Postage/Shipping - USPS	6.47	
Computer Supplies - Walmart	164.63	
Misc Supplies - Casey's, Walmart	32.40	
Total Charges		**1,467.50**
Gas - One Card		
Operating Supplies - Paypal	37.13	
Compressor for Aquatic Center - United Refrigeration	1,771.13	
Total Charges		**1,808.26**
Library - One Card		
Postage/Shipping - USPS	112.29	
Office Supplies - Walmart, Demco	127.75	
Materials - Amazon, Walmart	740.49	
Program Supplies - Demco	94.87	
Misc Supplies - Walmart	56.04	
Computer Supplies - Staples	39.04	
Training - Iowa Library Association	314.00	
Total Charges		**1,484.48**
JKFAC/Recreation - One Card		
Office Supplies - Walmart	30.97	
Operating Supplies - Walmart, Adolph Kiefer, J.L. Wingert, Taylor Technologies	423.30	
Dues - Iowa Park and Recreation	155.00	
	155.00	
Total Charges		**764.27**
Comm Dev - One Card		
Misc Supplies - Caseys	9.98	
Total Charges		**9.98**
Finance Director - One Card		
Training - Iowa League of Cities	290.00	
Total Charges		**290.00**
Statement Total		**6,924.07**

AGENDA ITEM # L-2

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	October 17, 2016
AGENDA ITEM:	Garbage Exemption – 55 Meridian St.
ACTION:	Motion and roll call vote to approve, amend, table or deny the request.

SYNOPSIS: Requesting a garbage exemption for 55 Meridian St. Garbage is not generated there, and they currently pay for garbage at 105 Plum St.

1. The Code allows that the fee can be reduced:
   Where there is a multiple utility billing in the same name and one of the locations does not produce any solid waste, then, upon filing of a written request, the Council by specific action may exempt the second location from the service fee." Tipton Code, 106.08.1.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Utilities

MAYOR/COUNCIL ACTION: Motion and roll call vote to approve, amend, table or deny the request.

ATTACHMENTS: Exemption Request

PREPARED BY: Amy Lenz **DATE PREPARED:** 10/12/16

RECEIVED OCT - 7 2016

GARBAGE EXEMPTION REQUEST

(Property Owner)

ORDINANCE 2-5-3 (f): Where there is a multiple utility billing in the same name, and where one of the locations does not produce garbage or trash, then upon the filing of a verified application, the City Council by specific action can exempt the second location from the service charge.

Based upon the above stated ordinance and as the property owner of the following location(s): Home 105 Plum St. trash is pickup here

Included Account Numbers: 09-3510-00 (Home)

I request that the garbage service charge be exempt any time a tenant vacates the property and the utilities are to be read into my name. **I further verify that garbage or trash will not be produced at these locations during the time that utilities are in my name and that I currently pay this garbage service charge at the following location:**

~~105 Plum St~~ Tipton, IA. 55 Meridian St.

Account Number: 07-1140-02 (shop)

(Explanation if needed): 55 Meridian St is a shop just needed for storage of equipment - No trash is accumulated here

(Applicants Signature) Oct. 7 16 (Date)

(CITY USE ONLY)

Council Approved: _____ Council Denied: _____

(City Clerk) (Date)

AGENDA ITEM # L-3

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	October 17, 2016
AGENDA ITEM:	Garbage Exemption – 120 East 5th St.
ACTION:	Motion and roll call vote to approve, amend, table or deny the request.

SYNOPSIS: Requesting a garbage exemption for 120 East 5th St. (old Progressive Rehab). Garbage is not generated there, and they currently pay for garbage at 120 East 5th St. (the House account).

1. The Code allows that the fee can be reduced:
   Where there is a multiple utility billing in the same name and one of the locations does not produce any solid waste, then, upon filing of a written request, the Council by specific action may exempt the second location from the service fee." Tipton Code, 106.08.1.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Utilities

MAYOR/COUNCIL ACTION: Motion and roll call vote to approve, amend, table or deny the request.

ATTACHMENTS: Exemption Request

PREPARED BY: Amy Lenz **DATE PREPARED:** 10/12/16

RECEIVED OCT - 3 2016

— 10/3/16 120 E 5th St

We would like garbage exemption because unit is vacant

Former Progressive Rehab

WM V John

Also has a house acct at 120 East 5th St of which a 35 gallon charge occurs

08-0750-00 - House acct

08-0755-03 - Old Progressive rehab

AGENDA ITEM L-4

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	October 17th, 2016
AGENDA ITEM:	Consideration of a 28 E Agreement, School/City Football Field, Sidewalk Drainage, and Future Parking Project.
ACTION:	Review and Discussion of Proposal, Motion and Roll Call Vote to Approve, Table, or Deny

SYNOPSIS: Early this summer, City and School staff met to discuss the issues with drainage and accessibility due to the settling of the sidewalk leading from the unpaved parking area to the Tipton football field and City tennis and basketball courts. We determined that simply re-pouring the sidewalk without addressing the related drainage, accessibility, and parking issues would not be the most prudent use of funds or time.

The School Superintendent supported and the School Board approved partnering with the City in developing a comprehensive plan to provide for the more immediate correction of the walk, and a longer-range plan that would ultimately provide for paved parking at this site.

The School Board approved a 28E agreement sharing the costs of the engineering with the City's engineer, Garden & Associates, which agreement is attached. ***Note that this agreement deals solely with a 50/50 sharing of the $8,700.00 costs of the engineering to develop plans and specifications. Discussions leading to the sharing of the costs of the actual project will be undertaken following the delivery of engineer's estimates of costs for the various aspects and phases of the project.***

BUDGET ITEM:	Capital Project, Community Development
RESPONSIBLE DEPARTMENT:	Administration, Public Works, Park and Recreation
MAYOR/COUNCIL ACTION:	Council Review and Discussion, Motion and Roll Call Vote to Approve, Table, or Deny
ATTACHMENTS:	28E Agreement, approved by the School Board, Garden & Associates Engineering Proposal.

PREPARED BY: Tim Long **DATE PREPARED:** October 13, 2016

28E Agreement to Share Engineer Costs Between the City of Tipton and the Tipton Community School District

The Tipton Community School District and the City of Tipton have agreed to develop a comprehensive plan to provide for the more immediate correction of the walk, and a longer-range plan that would ultimately provide for paved parking at this site.

This 28E, pending its approval with the Tipton Board of Education and the Tipton City Council, exists to assist the appropriate sharing of the engineering costs associated with the immediate correction of the walk and the longer-range plan that would ultimately provide for the paved parking at this site.

The engineer will be selected by the City of Tipton (the selection was Garden Associates).

The engineering costs as described from Garden Associates for engineering will be shared equally between the City of Tipton and the Tipton Community School District. This cost was estimated at $8,700. See attached for explanation of the costs.

From the plans and specifications of the plan, and the bids, the City and School will determine and allocate the costs and phasing of the project. Joint meetings will be held resulting with recommendations to be taken to the Board of Education and the City of Tipton on completing each phase approved by the council and the board where sharing the costs is necessary. A new 28E will be developed with each phase/or project that is shared between the City and District in order to formalize those undertakings. Each 28E agreement will be taken to the Board and Council for approval.

For the City Of Tipton

_____Date_____
City Mayor

_____Date_____
City Manager

For the Tipton Community School District

_____Date_____
Board President

_____Date_____
Superintendent

This is **EXHIBIT C**, consisting of **3** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **September 6, 2016**.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 ~~and 2.~~

4. The total maximum not to exceed compensation for services under Paragraph C2.01 is estimated to be $8,700 based on the following estimated distribution of compensation:

a.	Topo Survey & Preliminary Drafting	$2,500
b.	Preliminary Design, Final Design, Estimates of Cost & Alternate	$3,500
c.	Construction Staking	$1,200
d.	Preparation of Specs, Bid Process	$1,500

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5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below. The total estimated compensation listed above is based on a Construction Contract Time of 60 working days.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.

7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of March 1st) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.00.

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.00.

B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

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1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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This is **Appendix 1 to EXHIBIT C**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **September 6, 2016.**

Standard Hourly Rates and Reimbursable Expenses Schedule

Standard Hourly Rates and Reimbursable Expenses are subject to review and adjustment per Exhibit C. Hourly Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

GARDEN & ASSOCIATES, LTD.
2016 RATE SCHEDULE

CLASSIFICATION	Hourly Rate
Principal Engineer	$ 133.00
Project Manager	$ 128.00
Engineer 1	$ 117.00
Engineer 2	$ 108.00
Engineer 3	$ 99.00
Engineer 4	$ 91.00
Engineer 5	$ 84.00
Surveyor 1	$ 108.00
Surveyor 2	$ 105.00
Surveyor 3	$ 88.00
Technician 1	$ 94.00
Technician 2	$ 83.00
Technician 3	$ 79.00
Technician 4	$ 75.00
Technician 5	$ 65.00
Technician 6	$ 52.00
REIMBURSABLE EXPENSES	
Mileage, Per Mile	$ 0.54
Printing, Per Square Foot	$ 0.25
Printing - Color, Per Square Foot	$ 2.00
Copying, Per Sheet	$ 0.25
Copying - Color, Per Sheet	$ 1.50
GPS Survey Equipment, Per Hour	$ 45.00
Robotic Total Station Equipment, Per Hour	$ 45.00
ATV GPS Mapping, Per Hour	$ 120.00

OTHER REIMBURSABLE EXPENSES

1. Charges for outside services such as soils and materials testing, fiscal, and legal will be billed at their invoice cost.
2. All other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

1. Rate Schedule effective March 1, 2016 through February 28, 2017. The Rate Schedule shall be subject to change each March 1st of each year.

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AGENDA ITEM L-5

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	October 17th, 2016
AGENDA ITEM:	Consideration of an Agreement with Garden Associates for Engineering Services for School/City Football Field, Sidewalk Drainage and Future Parking Project.
ACTION:	Review and Discussion of Proposal, Motion and Roll Call Vote to Approve, Table, or Deny

SYNOPSIS: Related to the prior Council action, this is for approval of an agreement with City Engineer Garden and Associates to survey the area impacting the drainage way, develop calculations, drawings, plans and cost estimates for the various aspects and phases of this project. The contract is between the City and the Engineer. The School District partners with the City in being responsible for paying for half of this engineering work and being a recipient of the plans and specifications, for a near term collaboration on determining the scope of work and appropriate allocation of costs.

The School Board approved a 28E agreement sharing the costs of the engineering with the City's engineer, Garden & Associates, which agreement is attached. ***Note that this agreement deals solely with a 50/50 sharing of the $8,700.00 costs of the engineering to develop plans and specifications. Discussions leading to the sharing of the costs of the actual project will be undertaken following the delivery of engineer's estimates of costs for the various aspects and phases of the project.***

BUDGET ITEM:	Capital Project, Community Development
RESPONSIBLE DEPARTMENT:	Administration, Public Works, Park and Recreation
MAYOR/COUNCIL ACTION:	Council Review and Discussion, Motion and Roll Call Vote to Approve, Table, or Deny
ATTACHMENTS:	28E Agreement, approved by the School Board, Garden & Associates Engineering Proposal.

PREPARED BY: Tim Long **DATE PREPARED:** October 13, 2016

AGREEMENT
BETWEEN OWNER (CITY OF TIPTON)
AND ENGINEER (GARDEN & ASSOCIATES, LTD.)
FOR PROFESSIONAL SERVICES

FOOTBALL FIELD & CITY PARK
SIDEWALK, DRAINAGE & PARKING IMPROVEMENTS
TIPTON, IOWA

Prepared by

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

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ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 6, 2016 ("Effective Date") between City of Tipton ("Owner") and Garden & Associates, Ltd. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Football Field & City Park Sidewalk, Drainage & Parking Improvements

Other terms of this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:
Preliminary and Final Design Phase (including attachments) and Bidding or Negotiating Phase, and Construction Staking.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

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3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. Amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

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2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

~~5.02 *Designing to Construction Cost Limit*~~

~~A. If a Construction Cost Limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.~~

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar

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circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

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H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

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6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

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6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. ~~Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.~~

B. Owner shall procure and maintain insurance as set forth in Exhibit G. ~~Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.~~

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. ~~Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.~~

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

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6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner*: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer*: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks

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whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

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3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and Owner shall notify appropriate governmental officials if Owner reasonably concludes that doing so is required by applicable Laws or Regulations; and (2) Engineer shall may notify appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

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6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, "Limitations of Liability."

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

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6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

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3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

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13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

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24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

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34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **Not used.**

E. Exhibit E, Notice of Acceptability of Work. **Not used.**

F. Exhibit F, Construction Cost Limit. **Not used.**

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

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I. Exhibit I, Limitations of Liability. **Not used.**

J. Exhibit J, Special Provisions.

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Tipton	Engineer: Garden & Associates, Ltd.
By:	By:
Print name: Bryan Carney	Print name: Robert A. Nielsen, P.E.
Title: Mayor	Title: President
Date Signed:	Date Signed: 8/24/16

Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
407 Lynn Street	P.O. Box 451
Tipton, Iowa 52772	Oskaloosa, Iowa 52577
Designated Representative (Paragraph 8.03.A):	Designated Representative (Paragraph 8.03.A):
Tim Long	Robert A. Nielsen, P.E.
Title: Interim City Manager	Title: President
Phone Number: (563)886-6564	Phone Number: (641)672-2526
E-Mail Address: citymanager@tiptoniowa.org	E-Mail Address: bnielsen@gardenassociates.net

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
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This is EXHIBIT A, consisting of 16 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 6, 2016.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase* (Not included as part of this Agreement)

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions.

   b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

   c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

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6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Perform or provide the following other Study and Report Phase tasks or deliverables:

15. Furnish 3 review copies of the Report and any other Study and Report Phase deliverables to Owner within [ ] days of the Effective Date and review it with Owner. Within [ ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 3 copies of the revised Report and any

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other Study and Report Phase deliverables to the Owner within [ ] days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

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8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: None.

10. Furnish two (2) review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within sixty (60) days of authorization to proceed with this phase, and review them with Owner. Within ten (10) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner two (2) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within five (5) days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such

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authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Perform or provide the following other Final Design Phase tasks or deliverables: None.

10. Furnish for review by Owner, its legal counsel, and other advisors, three (3) copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within thirty (30) days of authorization to proceed with the Final Design Phase, and review them with Owner. Within ten (10) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit three (3) final copies of such documents to Owner within ten (10) days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

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C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. Consult with Owner as to the qualifications of sub-contractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

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7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: None.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. **(Not part of this Agreement)**

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01. **(Not part of this Agreement)**

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data,

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drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor may jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress: **(Not part of this Agreement)**

a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or

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procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents. **(Not part of this Agreement)**

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

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17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information

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and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use

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or occupancy of the Work following Substantial Completion. **(Not part of this Agreement)**

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: None.

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor ~~in the form attached hereto as Exhibit E ("Notice of Acceptability of Work")~~ that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement. **(Not part of this Agreement)**

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase* **(Not included as part of this Agreement)**

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

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3. Perform or provide the following other Post-Construction Phase tasks or deliverables: None.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

a. detailed consideration of operations, maintenance, and overhead expenses;

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b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

c. preparation of appraisals;

d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

e. detailed quantity surveys of materials, equipment, and labor; and

f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

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16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is EXHIBIT B, consisting of 4 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 6, 2016.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

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D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

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G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

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Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

T. Perform or provide the following: None.

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This is EXHIBIT C, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 6, 2016.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 ~~and 2.~~

4. The total maximum not to exceed compensation for services under Paragraph C2.01 is estimated to be $8,700 based on the following estimated distribution of compensation:

a.	Topo Survey & Preliminary Drafting	$2,500
b.	Preliminary Design, Final Design, Estimates of Cost & Alternate	$3,500
c.	Construction Staking	$1,200
d.	Preparation of Specs, Bid Process	$1,500

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5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below. The total estimated compensation listed above is based on a Construction Contract Time of 60 working days.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.

7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of March 1st) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.00.

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.00.

B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. *Estimated Compensation Amounts:*

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1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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This is Appendix 1 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 6, 2016.

Standard Hourly Rates and Reimbursable Expenses Schedule

Standard Hourly Rates and Reimbursable Expenses are subject to review and adjustment per Exhibit C. Hourly Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

GARDEN & ASSOCIATES, LTD.
2016 RATE SCHEDULE

CLASSIFICATION	Hourly Rate
Principal Engineer	$ 133.00
Project Manager	$ 128.00
Engineer 1	$ 117.00
Engineer 2	$ 108.00
Engineer 3	$ 99.00
Engineer 4	$ 91.00
Engineer 5	$ 84.00
Surveyor 1	$ 108.00
Surveyor 2	$ 105.00
Surveyor 3	$ 88.00
Technician 1	$ 94.00
Technician 2	$ 83.00
Technician 3	$ 79.00
Technician 4	$ 75.00
Technician 5	$ 65.00
Technician 6	$ 52.00
REIMBURSABLE EXPENSES	
Mileage, Per Mile	$ 0.54
Printing, Per Square Foot	$ 0.25
Printing - Color, Per Square Foot	$ 2.00
Copying, Per Sheet	$ 0.25
Copying - Color, Per Sheet	$ 1.50
GPS Survey Equipment, Per Hour	$ 45.00
Robotic Total Station Equipment, Per Hour	$ 45.00
ATV GPS Mapping, Per Hour	$ 120.00

OTHER REIMBURSABLE EXPENSES

1. Charges for outside services such as soils and materials testing, fiscal, and legal will be billed at their invoice cost.
2. All other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

1. Rate Schedule effective March 1, 2016 through February 28, 2017. The Rate Schedule shall be subject to change each March 1st of each year.

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This is EXHIBIT G, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 6, 2016.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Bodily injury, each accident: $1,000,000
2) Bodily injury by disease, each employee: $1,000,000
3) Bodily injury/disease, aggregate: $1,000,000

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage): $1,000,000
2) General Aggregate: $2,000,000

d. Excess or Umbrella Liability --

1) Per Occurrence: $5,000,000
2) General Aggregate: $5,000,000

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): $1,000,000

f. Professional Liability --

1) Each Claim Made $2,000,000
2) Annual Aggregate $2,000,000

g. Other (specify): N/A

2. By Owner:

a. Workers' Compensation: Statutory

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b. Employer's Liability --

1) Bodily injury, Each Accident $1,000,000
2) Bodily injury by Disease, Each Employee $1,000,000
3) Bodily injury/Disease, Aggregate $1,000,000

c. General Liability --

1) General Aggregate: No Aggregate
2) Each Occurrence (Bodily Injury and Property Damage): $ 500,000

d. Excess Umbrella Liability

1) Per Occurrence: $2,000,000
2) General Aggregate: $2,000,000

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage): $ 500,000

f. Other (specify): N/A

~~B. *Additional Insureds:*~~

~~1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

~~a.~~ _____
~~Engineer~~

~~b.~~ _____
~~Engineer's Consultant~~

~~c.~~ _____
~~Engineer's Consultant~~

~~d.~~ _____
~~[other]~~

~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~

~~3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.~~

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This is EXHIBIT H, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 6, 2016.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

A. *Mediation*: Owner and Engineer 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 or the breach thereof ("Disputes") to mediation by **mediator agreed upon by both parties to this Agreement**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

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This is EXHIBIT J, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 6, 2016.

Special Provisions

The following Articles and Exhibits of the Agreement are amended to include the following agreements of the parties:

ARTICLE 6 – GENERAL CONSIDERATIONS

In paragraph 6.01 B., add the following sentence:

"Engineer shall not be responsible for discovering the deficiencies in the technical accuracy of Owner-furnished information."

In paragraph 6.01.E.2, amend by adding the following in bold text:

"2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing prior to the effective date of this Agreement, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements."

In paragraph 6.01.G, amend by adding the following in bold text and removing the stricken:

"G. The general conditions for any construction contract documents prepared hereunder are to be ~~EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee~~ **SUDAS Standard Specifications - 2016 Edition, Division 1 - General Provisions and Covenants** unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement and as amended in the Supplementary Conditions and Detailed Specification Requirements of the contract."

In paragraph 6.04 B., amend by adding the following in bold text and removing the stricken:

"B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer ~~shall~~ **may** jointly develop such protocols."

In paragraph 6.05.A, delete the second sentence.

In paragraph 6.05.B, delete the second sentence.

Delete paragraph 6.05.D.

In paragraph 6.10.B, amend by adding the following in bold text and removing the stricken:

"B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner **and Owner shall notify appropriate governmental officials if Owner reasonably concludes that doing so is required by applicable Laws or Regulations;** and (2) Engineer ~~shall~~ **may** notify appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations."

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In paragraph 6.11.A, amend by adding the following to the end:

"This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

In paragraph 6.11.B, amend by adding the following to the end:

"and to the extent (if any) required in Exhibit I, "Limitations of Liability."

ARTICLE 7 – DEFINITIONS

Following paragraph 7.01 B., add the following

"C. SUDAS

1. The acronym SUDAS shall stand for the Iowa Statewide Urban Design and Specifications Program.

Exhibit A – Engineer's Services

Delete Section A1.01 Study and Report Phase in its entirety.

In paragraph A1.02 A.3., delete the second sentence.

In paragraph A1.02 A.8., amend the second sentence by adding the following in bold text and removing the stricken:

"Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than ~~EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition Committee~~ **SUDAS Standard Specifications - 2016 Edition, Division 1 - General Provisions and Covenants**, supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable."

In paragraph A1.05 A.1., amend the second sentence by adding the following in bold text and removing the stricken:

"The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in ~~EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee~~ **SUDAS Standard Specifications - 2016 Edition, Division 1 - General Provisions and Covenants**, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services."

Delete Section A1.05 Construction Phase, in its entirety.

Delete Section A1.06 Post-Construction Phase, in its entirety.

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Amend paragraph A2.01 A. by adding the following sentence:

"Listing of an Additional Service in Exhibit C approved by the Owner also serves as written authorization for Engineer to provide Service."

Exhibit B – Owner's Responsibilities

In paragraph B2.01 B., amend the second sentence by adding the following in bold text and removing the stricken:

"Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than ~~EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition~~ **SUDAS Standard** Specifications - 2016 Edition, Division 1 - General Provisions and Covenants), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable."

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This is EXHIBIT K, consisting of 1 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 6, 2016

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

____ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	$_____
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

Change in time for services (days or date, as applicable): _____

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AGENDA ITEM L-6

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	October 17th, 2016
AGENDA ITEM:	Architect for Rehabilitating former Legion Building for Community Development Office
ACTION:	Review and Discussion of Proposal, Motion and Roll Call Vote to Approve, Table, or Deny

SYNOPSIS: As part of the consideration of the best utilization of community resources for obtaining office space for the Community Development Director, and the disposition of the former American Legion building, we have sought out the advice of an architectural firm having an association with the City's civil engineer, Garden Associates, and having experience in the rehabilitation and reutilization of historic structures for public uses. Further, if the City Council wishes to proceed with a rehabilitation, prudency and the Code of Iowa requires that an architect or engineer develop plans and specifications for public bidding.

Martin Gardner Architecture proposes a sizing up of the structure and development of two floor plan options, and providing an estimate of costs to re-utilize the building. Their recent experience with rehab work on similar buildings is in the range of $80.00 per square foot, with five months required for plans, bidding, and construction.

Martin Gardner Architecture proposes a cost of $5,800.00 to field measure and survey the building, develop a re-hab construction program, develop 2 floor plan options in collaboration with City personnel, prepare an opinion of construction costs and make a formal presentation to the City Council.

ESTIMATED COST OF DEMOLITION OF BUILDING: We solicited an estimated cost to demolish this 25 x 60' building from a competent regional excavation contractor. In the event the City Council opts not to weatherproof and maintain this building, the cost to properly demolish it with all state of Iowa permits, and remove all structure to 4' below grade, and break the remaining foundation, footing and floor below grade is **$14,000.** In the event the Council opts to demolish this building, we would be required to prepare demolition specifications and solicit bids.

BUDGET ITEM: Capital Project, Community Development

RESPONSIBLE DEPARTMENT: Administration

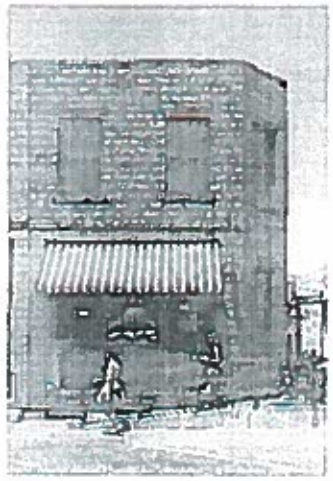
MAYOR/COUNCIL ACTION: Council Review and Discussion, Motion and Roll Call Vote to Approve, Table, or Deny

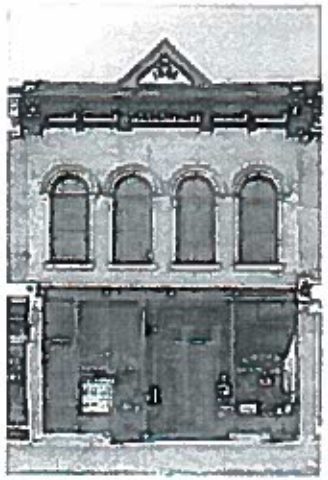
ATTACHMENTS: Proposal from Martin Gardner Architecture, Marion

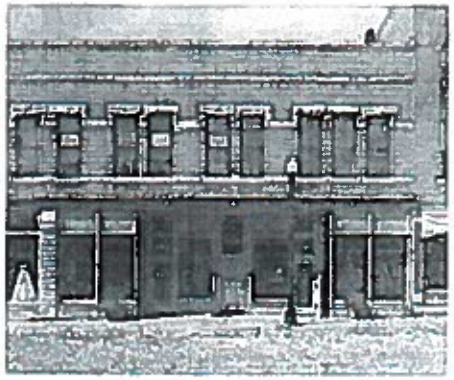
PREPARED BY: Tim Long **DATE PREPARED:** October 13, 2016

Please note that the following hours represent our current best judgment as to the manpower assignments which will be made. We reserve the right to assign manpower as it becomes available and to make assignment based upon the best interests of the project. We also have made the following assignments based upon the current information available to us, if that information changes the fee estimate must likewise change.	
***All meetings unless listed below are extra and shall be billed on an hourly basis**	
Feasibility Study	
Field Verify Building	
Model existing building	
Develop Building Program	
Develop Preliminary floor plan options (2)	
Meeting with Owner	
Revise options	
Opinion of Construction Costs	
Presentation to City Council	
TOTAL OF SERVICES	$ 5,800.00
Note 1- No reimbursable expenses are included in this proposal. All such expenses will be charged for as they are incurred. Reimbursable expenses will be primarily be mileage for this project. Mileage is billed at the IRS standard mileage rate for business.	

Note 2- This project proposal has been prepared predicated upon timely decisions being made be the Owner. The number of meetings shown in each phase is built upon this basis. Should the Owner require additional meetings to decide on project decisions the Architect will continue to provide services for such meetings but shall charge for the additional meetings and may charge for additional studies or documents required by the Owner in making these decisions. The owner will be informed when additional services are warranted as they occur.	
Note 3-	
Hourly rates for computing services:	
Principal Architect	
Project Architect	
Project Manager	
Draftsperson	
Clerical	







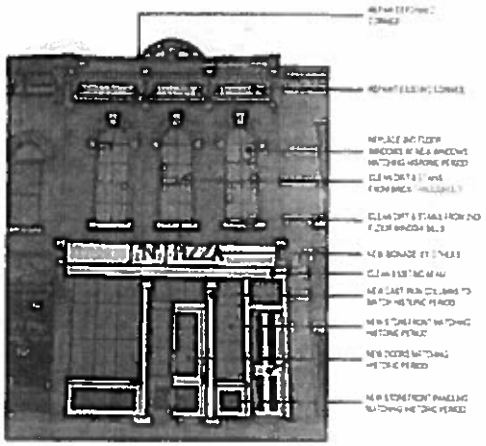
www.MartinGardnerArch.com

Elkader Downtown Façade Revitalization

MARTIN GARDNER ARCHITECTURE

The City of Elkader received a Community Development Block Grant (CDBG) to revitalize 21 downtown building facades. Building designs were to comply with Secretary of Interior Guidelines for Historic Preservation.

The façade revitalization involved various different levels restoration and preservation including masonry repair and mortar repointing, window replacement, storefront renovations, painting, and a variety of cornice and trim detailing.



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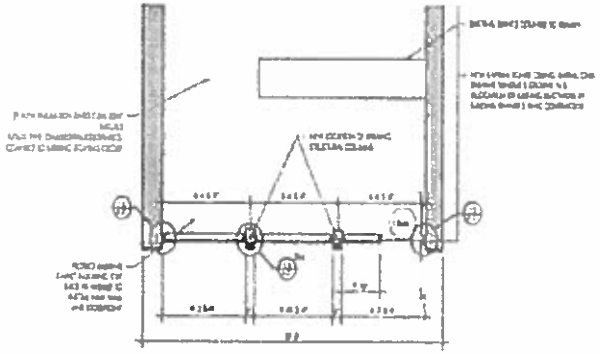
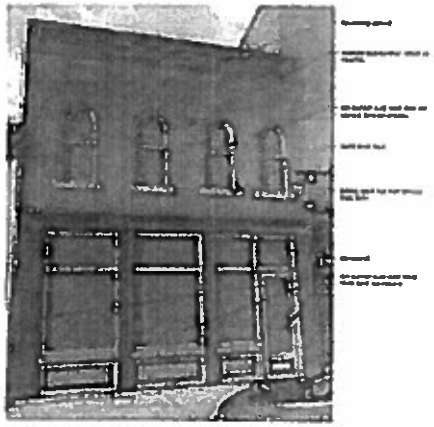


FAÇADE PLAN

BEFORE



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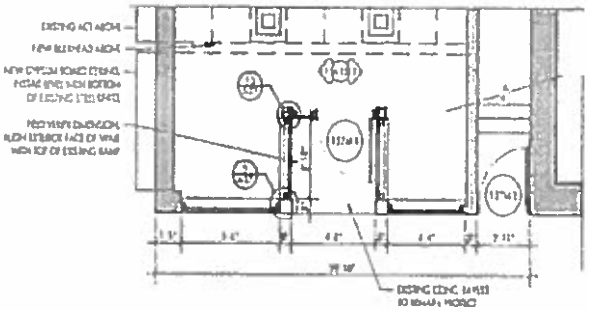

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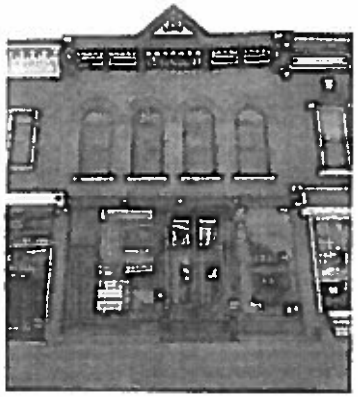

AFTER

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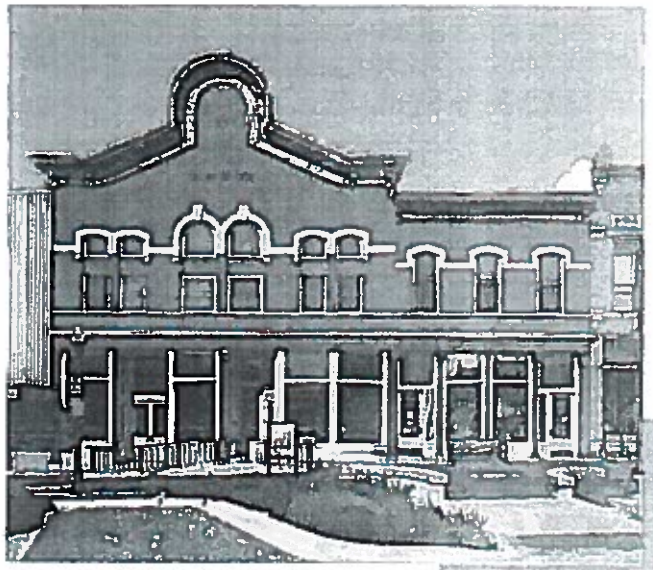
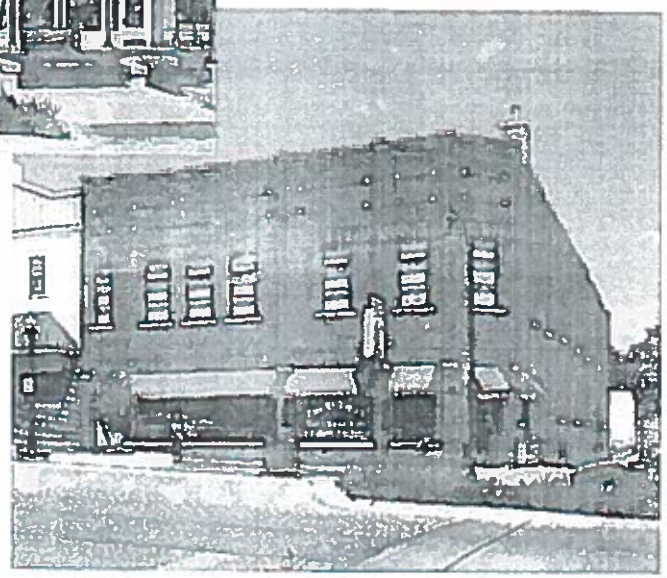
MARTIN GARDNER ARCHITECTURE

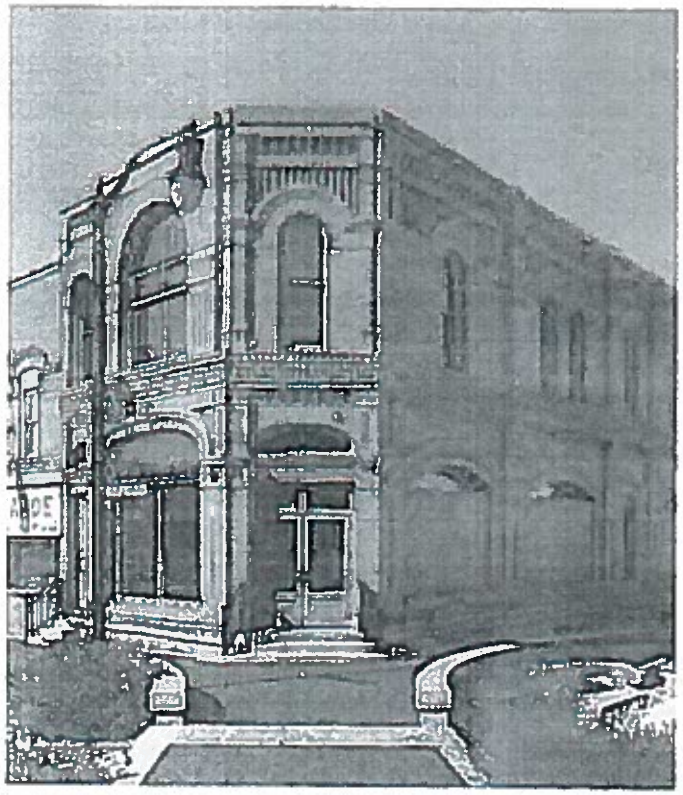
Elkader Downtown Façade Revitalization

The City of Elkader received a Community Development Block Grant (CDBG) to revitalize 21 downtown building facades. Building designs were to comply with Secretary of Interior Guidelines for Historic Preservation.

The façade revitalization involved various different levels restoration and preservation including masonry repair and mortar repointing, window replacement, storefront renovations, painting, and a variety of cornice and trim detailing.







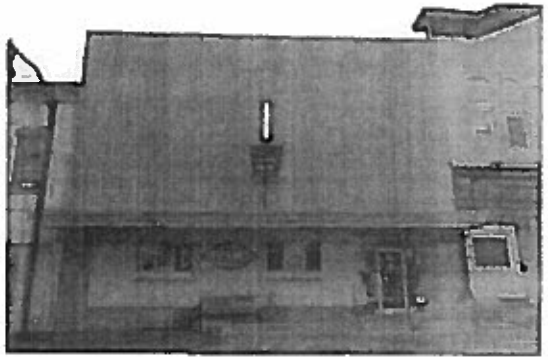
www.MartinGardnerArch.com

MARTIN GARDNER
ARCHITECTURE

West Union Downtown Façade Revitalization

The West Union received a Community Development Block Grant (CDBG) to revitalize 19 downtown building facades. Building designs were to comply with Secretary of Interior Guidelines for Historic Preservation. 3 of the 19 are buildings are also doing upper story renovations and applying for historic tax credits.

The façade revitalization involved various different levels restoration and preservation including masonry repair and mortar repointing, window replacement, storefront renovations, painting, and a variety of cornice and trim detailing.



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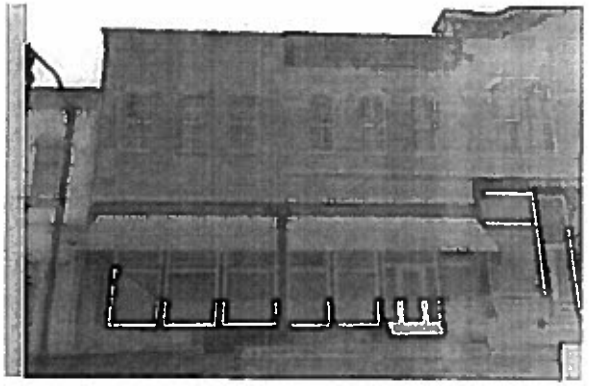

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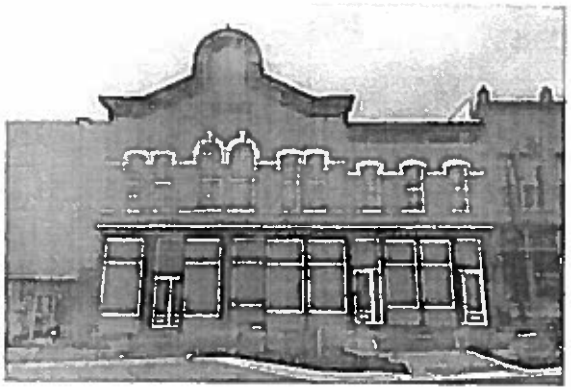

PROPOSED

PROPOSED

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MARTIN GARDNER ARCHITECTURE

West Union Downtown Façade Revitalization

The West Union received a Community Development Block Grant (CDBG) to revitalize 19 downtown building facades. Building designs were to comply with Secretary of Interior Guidelines for Historic Preservation. 3 of the 19 are buildings are also doing upper story renovations and applying for historic tax credits.

The façade revitalization involved various different levels restoration and preservation including masonry repair and mortar repointing, window replacement, storefront renovations, painting, and a variety of cornice and trim detailing.

AGENDA ITEM L-7

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	October 17th, 2016
AGENDA ITEM:	Consideration of Authorization to Advertise for Interim Budget Analyst / Finance Director
ACTION:	Review and Discussion of Proposal, Motion and Roll Call Vote to Approve, Table, or Deny

SYNOPSIS: Finance Director Lorna Fletcher retires next Spring. This is a critically important role to fill: The City's overall operating budget in 2014, all funds, is $11 million. In addition to the general (tax supported) operating funds, the Finance Director is charged with maintaining and reporting for the Water, Sewer, Refuse, Gas and Electric Enterprise (Business-type) funds. She is responsible for timely filing the annual budget, any budget amendments, tax levy documents, and this is just to name a few of the no-excuses-allowed reports required in the interest of providing transparency and accuracy.

My proposal, as I've discussed with you over the past month, is to seek out and hire the person that would ultimately become Lorna's replacement this fall, and engage them with the task of budget analysis and assistance to both me and Lorna in illuminating and developing the 2017-18 budget, and in the spring begin the shift of duties well prior to the actual day of Lorna's retirement.

With Council approval, we will post notice as required, place ads in Iowa municipal and municipal finance officer publications and relevant finance on-line publications. I have also contacted the services of Iowa Workforce Development, which offers focused prospecting for candidates, candidate skill-focused pre-screening testing, and job fair presentations. The latter agency provides these services at no cost.

BUDGET ITEM:	All funds
RESPONSIBLE DEPARTMENT:	Administration
MAYOR/COUNCIL ACTION:	Council Review and Discussion, Motion and Roll Call Vote to Approve, Table, or Deny
ATTACHMENTS:	Finance Director Job Description, Proposed Ad and Posting

PREPARED BY: Tim Long **DATE PREPARED:** October 13, 2016

CITY OF TIPTON
ESTABLISHED 1840
407 Lynn St. Tipton, Iowa 563.886.6187 www.tiptoniowa.org

Position Opening and Career Opportunity

Finance Director

The City of Tipton's Finance Director is retiring in May, 2017 after a successful 23-year term as its manager of the City's $11 million budget. The City is seeking a qualified, innovative and enthusiastic candidate to start this Fall as a budget analyst, working for the City Manager and collaboratively with the Finance Director and other staff to assist with budget preparations for the next fiscal year. This individual will transition to the role of Finance Director with her retirement next May. The Finance Director reports directly to the City Manager.

The position is responsible for managing the budgets for tax-supported General Fund purposes, and for the Electric, Natural Gas, Water, Sewer and Refuse Funds, for the timely preparation and filing of budget and annual financial reports for the state of Iowa, as well as preparations for the annual financial audit.

The ideal candidate will have a minimum of three years' experience in finance, accounting, accounts payable and receivable, payroll and cash and/or budget management. Minimum education required is a bachelor's degree in accounting, finance or related field from an educational institution accredited by a body recognized by the Dept. of Education, or an equivalent combination of education and relevant experience necessary to perform the work. Governmental accounting experience is preferred. The City of Tipton utilizes the State of Iowa Workforce Development services for readiness assessments.

The City of Tipton is an equal opportunity employer. Females, minorities and members of other protected classes are encouraged to apply.

Tim D. Long
Interim City Manager

October, 2016

Job Title: Finance Director

Department: Finance
FLSA Status: Exempt
Union Status: None

JOB SUMMARY: The Finance Director, direct financial activities, such as planning, budgeting, payroll and accounts payable/receivable. Oversees personnel administrative functions and compliance for all or parts of the city.

ORGANIZATIONAL AND REPORTING RELATIONSHIPS: The Finance Director will report directly to the City Manager, and will have a working relationship with the Senior Management, Department Directors, and City employees.

ESSENTIAL JOB FUNCTIONS: Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions:

- Prepare, monitor, amend and maintain the City's budget. Publish, file adopted documents required with proper government agencies.
- Monitor fiscal year end, and upcoming fiscal year budgets.
- Prepare documents for audit, and assist auditor with completion.
- Monthly financial reports.
- Oversees accounts payable activities and reconciliation of monthly funds.
- Supervises assigned personnel including, but not limited to, planning and preparing work, interviewing, evaluating, instructing, disciplining, hiring and discharging employees.
- Process all employee documents and personnel files.
- Administer payroll, complete new hire documents, including employee benefits.
- Administer human resource functions, such as federal reporting, workers compensation, and drug testing.

OTHER DUTIES: Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the team member for this job. Duties, responsibilities and activities may change at any time with or without notice.

JOB REQUIREMENTS:

- Bachelor's degree in Accounting, Finance, Business Administration or other related program of study.
- Minimum of three years of combined experience in a financial management or accounting leadership position.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

- Economics and Accounting – Knowledge of economic and accounting principles and practices, the financial markets, banking and the analysis and reporting of financial data.
- Administration and Management – Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources. Mathematics – Knowledge of arithmetic, algebra, geometry, calculus, statistics, and their applications.
- English Language – Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.
- Law and Government – Knowledge of laws, legal codes, court procedures, precedents, government regulations, executive orders, agency rules, and the democratic political process.

ENVIRONMENTAL AND PHYSICAL ACTIVITY REQUIREMENTS: The daily responsibilities of this position constantly require effective talking, hearing, walking and sitting functions. The position also often requires reaching, lifting (up to 10 pounds). Frequent standing and repetitive motion activities are also required. Must be able to read print and computer based materials and to do so with consistent accuracy. Most of these functions require light physical exertion and are conducted inside a temperature controlled professional office environment.

INTELLECTUAL/MENTAL REQUIREMENTS: The occupant of this position must be able to perform the responsibilities of the position well under pressure. The position requires adaptability to performing a variety of duties, often changing from one task to another without loss of efficiency or composure. This position requires the ability to manage a number of projects at one time, and may be interrupted frequently to meet the needs and requests of others. It also requires adaptability to fluctuate between priorities on a daily basis while being responsive to needs as they arise.

ACKNOWLEDGMENT: Employee signature below constitutes employee's understanding of the essential duties, responsibilities and requirements of the job.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

AGENDA ITEM L-8

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	October 17th, 2016
AGENDA ITEM:	Consideration of Mayor's Appointment and Council Consent of Chief of Police
ACTION:	Mayoral Appointment; Council Discussion, Approval by Motion and Roll Call Vote.

SYNOPSIS: Pursuant to the Code of Iowa, Section 372.4.2, the Mayor shall appoint the Chief of Police, subject to the consent of a majority of the City Council. Compensation, per the City Code, Chapter 30.05, is determined by the City Council.

The position opening was posted internally, and advertised in the Tipton Conservative on August 10, 2016. In review of the applications submitted for the position, the Personnel Committee met on two occasions to discuss the applicants with Mayor Carney. Mayor Carney's determination of the individual best suited for the role is provided to the Council as his appointment, subject to the approval of the City Council.

BUDGET ITEM: Operating Budget, Public Safety Department

RESPONSIBLE DEPARTMENT: Mayor and Council, Administration

MAYOR/COUNCIL ACTION: Mayor recommends, Council consideration and motion and roll call vote to approve the Mayor's appointment, table, or deny.

ATTACHMENTS: Letter of Understanding of Appointment

PREPARED BY: Tim Long **DATE PREPARED:** October 12, 2016

CITY OF TIPTON
ESTABLISHED 1840
407 Lynn St. Tipton, Iowa 563.886.6187 www.tiptoniowa.org

Lisa Kepford
603 Crestview Dr.
Tipton, Iowa 52772

October 18, 2016

Re: Letter of Understanding, Terms of Appointment as Chief of Police

Dear Ms. Kepford:

This is my letter to you memorializing our understanding of the City Council's approval of my appointment of you as its Chief of Police, a position whose responsibilities are set forth in the attached job description. I need to add that this letter of understanding does not comprise or imply a contractual understanding between either the City of Tipton as an entity or me as the supervisor to whom you report.

This position is a salaried, exempt position as defined by the Fair Labor Standards Act. You will have regular hours of work determined by the shift schedule and the needs of the Police Department, with the understanding that you will need to alter your hours from time to time to meet the needs of the Department or the City.

Given the emergency requirements and responsibilities of the role of Chief of Police, maintaining this appointment as Chief of Police is contingent upon your maintaining residency within the corporate limits of the City of Tipton.

It is understood that you will participate in a goals and objectives-setting session to include upper level law enforcement executives from neighboring counties and municipalities and the City Council to provide you and the City Council with a clear and attainable set of working goals for the Tipton Police Department which you will lead.

You will begin your duties and be paid as Chief on your next scheduled shift of duty following this appointment, with your pay adjusted to the Chief's salary on that beginning date. Your starting salary will be set to the amount budgeted for FY 2016-17, which is $69,575.00. Thereafter, increases will be adjusted at the same rate as all City employees are granted at the beginning of a fiscal year (July 1), as well as any additional increment granted to those staff who are paid at a level lower than the midpoint established in the 2015 Verisight wages study. You will be granted four weeks' paid vacation, effective as of the day of this appointment. Thereafter, vacation granted will remain at four weeks until your time worked advances your vacation time to greater than four weeks. You will be granted use of a City vehicle for your official, work-related use, and in the event you are required to travel out of town for a work-related assignment or meeting. In the event a City vehicle is not available for your official work-related

use, per the Personnel Regulations, you will be provided one or reimbursed for mileage. You will be provided a City of Tipton-issued cell phone for your use as Chief of Police.

I am enthused about your accepting this position, and very much look forward to working with you. Congratulations.

Sincerely,

Bryan Carney, Mayor
City of Tipton

BC/tdl

Encl: Job Description, Chief of Police, dated 10/2015

Copy: Personnel file

Job Title: Chief of Police

Department: Police
FLSA Status: Exempt
Union Status: None

JOB SUMMARY: The Chief of Police directly supervises and coordinates activities of members of police force.

ORGANIZATIONAL AND REPORTING RELATIONSHIPS: The Chief of Police will report directly to the Mayor of the City of Tipton, and will have a working relationship with the City Council, City Manager, Department Heads, Emergency Responders, and City employees.

ESSENTIAL JOB FUNCTIONS: Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions:

- Supervise and coordinate the investigation of criminal cases, offering guidance and expertise to investigators, and ensuring that procedures are conducted in accordance with laws and regulations.
- Maintain logs, prepare reports, and direct the preparation, handling, and maintenance of departmental records.
- Explain police operations to subordinates to assist them in performing their job duties.
- Cooperate with court personnel and officials from other law enforcement agencies and testify in court as necessary.
- Review contents of written orders to ensure adherence to legal requirements.
- Enforce all laws, ordinances, and regulations. Bring all persons committing any offense before the proper course.
- Process forensic or legal evidence in accordance with procedures.
- Maintain security and safety for the City, including facilities, structures, camera systems, and service logs.
- Recommend and develop local city ordinances.
- Oversee and develop department budgets.
- Conduct analysis on city crime statistics, service calls, and other state and federal regulated reports.
- Direct and develop community resources such as School Resource Officer, DARE, K-9 Unit, and other community programs.
- Supervises assigned personnel including, but not limited to, planning and preparing work, interviewing, evaluating, instructing, disciplining, hiring and discharging employees.

OTHER DUTIES: Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the team member for this job. Duties, responsibilities and activities may change at any time with or without notice.

JOB REQUIREMENTS:

- Bachelor's degree in Criminal Justice or related law enforcement program.
- Minimum of ten years of combined experience in law enforcement or security.
- Iowa Law Enforcement Academy Officer Certification.
- Annual Fire Arms Certification.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

- Law and Government – Knowledge of laws, legal codes, court procedures, precedents, government regulations, executive orders, agency rules, and the democratic political process.
- Public Safety and Security – Knowledge of relevant equipment, policies, procedures, and strategies to promote effective local, state, or national security operations for the protection of people, data, property, and institutions.
- English Language – Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.
- Administration and Management – Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.
- Psychology – Knowledge of human behavior and performance; individual differences in ability, personality, and interests; learning and motivation; psychological research methods; and the assessment and treatment of behavioral and affective disorders.

ENVIRONMENTAL AND PHYSICAL ACTIVITY REQUIREMENTS: The daily responsibilities of this position constantly require effective talking, hearing, walking, climbing, balancing, finger dexterity, reaching, stooping, and grasping functions. The position also often requires reaching, lifting (up to 100 pounds). Frequent standing, and repetitive motion activities are also required. Must be able to read print and computer based materials and to do so with consistent accuracy. Most of these functions require heavy physical exertion and are conducted outside with various degrees of temperatures and weather conditions.

INTELLECTUAL/MENTAL REQUIREMENTS: The occupant of this position must be able to perform the responsibilities of the position well under pressure. The position requires adaptability to performing a variety of duties, often changing from one task to another without loss of efficiency or composure. This position requires the ability to manage a number of projects at one time, and may be interrupted frequently to meet the needs and requests of others. It also requires adaptability to fluctuate between priorities on a daily basis while being responsive to needs as they arise.

ACKNOWLEDGMENT: Employee signature below constitutes employee's understanding of the essential duties, responsibilities and requirements of the job.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

City of Tipton

Primary Market Peer Study Pricing - Base Compensation Comparison

Job Title	Current Base	Peer Group Base Compensation 25th percentile	Market Median	75th percentile	Grade	Grade Min	Grade Mid	Grade Max	Current Base vs Market Med	Current Base vs Grade Mid
Non-Exempt Positions										
Patrol Officer	$20.34	$16.33	$19.42	$22.56	P02	$18.41	$21.17	$23.93	104.7%	96.1%
Police Officer/K-9 Handler	$21.92	*	$22.09	*	P03	$20.06	$23.07	$26.08	99.2%	95.0%
Police Officer/Investigator	$22.45	*	$22.45	*	P03	$20.06	$23.07	$26.08	100.0%	97.3%
Senior Police Officer	*	$20.54	$24.46	$25.82	P04	$21.34	$25.61	$29.88	*	*
Police Sergeant	$26.59	$23.28	$27.58	$28.95	P05	$23.69	$28.43	$33.17	96.5%	93.5%
Exempt Positions										
Ambulance Director	$42.0	*	$50.1	*	A6	$38.7	$46.4	$54.1	83.8%	90.5%
Aquatic Center Supervisor	*	*	$37.3	*	A2	$27.1	$32.2	$35.3	*	*
Chief of Police	$65.0	$58.4	$66.6	$72.0	A10	$61.5	$76.9	$92.3	97.6%	84.5%
City Clerk	$42.0	$44.2	$53.0	$58.5	A6	$38.7	$46.4	$54.1	79.2%	90.5%
City Manager	$82.4	$92.0	$93.2	$103.1	A11	$68.0	$88.4	$108.8	88.4%	93.2%
Director of Public Works	$59.5	$58.8	$59.9	$67.1	A8	$49.3	$59.2	$69.4	99.3%	100.5%
Economic Development Director	$47.3	*	*	*	A6	$38.7	$46.4	$54.1	*	101.9%
Electric Superintendent	$66.8	$40.8	$79.0	$84.9	A9	$53.5	$66.9	$80.3	84.3%	99.6%
Finance Director	$53.7	$57.7	$62.6	$82.8	A9	$53.5	$66.9	$80.3	85.8%	80.3%
Gas Superindendent	$60.5	*	$40.5	*	A9	$53.5	$66.9	$80.3	149.4%	90.4%
Parks & Recreation Director	$44.3	$38.5	$42.9	$64.5	A6	$38.7	$46.4	$54.1	103.3%	95.5%
Wastewater Plant Superintendent	$54.5	*	$60.0	*	A8	$49.3	$59.2	$69.4	90.8%	92.1%
Water/Wastewater Superintendent	*	*	$59.5	*	A8	$49.3	$59.2	$69.4	*	*
								Overall	97.3%	93.4%

In thousands

** Incumbent compensation averaged*

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For the purpose of enforcing this section, if the truck, tractor, tractor-trailer, or commercial trailer is unattended, either the driver, registered owner, or person responsible for the truck, tractor, tractor-trailer, or commercial trailer found to be in violation shall be deemed to have control over the truck, tractor, tractor-trailer, or commercial trailer at the time of the violation.

69.11 SNOW ROUTES.

1. The Council may designate certain streets in the City as snow routes. When conditions of snow or ice exist on the traffic surface of a designated snow route, it is unlawful for the driver of a vehicle to impede or block traffic.

(Code of Iowa, Sec. 321.236[12])

2. No person shall park, abandon or leave unattended any vehicle on a designated snow route during any snow emergency proclaimed by the Mayor, City Manager or Public Works Director.

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92.13 WATER SERVICE BILL ADJUSTMENT. Upon application to and at the discretion of the City Council, each customer or address within the corporate limits of the City may be allowed a one-time adjustment on the water bill at that address or meter with an adjustment cap of $250.00. A 12-month average billing amount will be established from the 12 immediate previous billing cycles. The customer will pay no less than the average of those previous 12 months. Tax will be paid on the original full billing amount, regardless of the amount of adjustment. If an adjustment is made to the customer's water bill under this section, then the one-time sewer adjustment under Section 99.08 of this Code of Ordinances must also be used at the same time. The City Council, at their discretion, may allow additional exemptions to an address or resident due to a change in occupancy or other mitigating circumstance approved by the Council. Failure to correct and/or fix a water loss problem shall not be considered a mitigating circumstance.

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ONE TIME WATER/SEWER ADJUSTMENTS

	COUNCIL MTG	NAME ON ACCOUNT	ADDRESS	ACCOUNT #	$ / WATER ADJ	$ /SEWER ADJ
/	02/02/2015	Ahrens, Jennifer	509 E 5th St	06-0750-15	219.64	219.64
/	02/18/2015	Meyer, Jason / Mark Meyer	410 W 8th St	03-1290-04	250.00	250.00
/	03/09/2015	Stagg, Russell	209 E 9th St	05-0520-10	250.00	250.00
/	05/04/2015	Connelly, Shon & Lynn	105 Locust St	01-0900-00	159.03	159.03
/	06/01/2015	Kittleson, Sherwin & Judith	309 W 6th St	03-1720 00	103.83	103.83
/	06/01/2015	Johnson, Diane	305 Mulberry St	07-0270-00	187.21	187.21
	11/16/2015	Cook, Chris & Carmen	1101 Plum St	09-1967-00	117.73	117.73
✓	12/07/2015	Gerard, Lisa	406 W 7th St	03-1490-05	37.83	37.83
✓	01/18/2016	Paustian, Mary	1507 Mulberry St	09-0380-00	250.00	250.00
	03/14/2016	Hill, Rosalyn	808 Walnut St	05-0390-00	90.32	90.32
	03/14/2016	Pruess, Chris & Nancy	1003 Plum St	09-2390-00	155.95	155.95
✓	05/02/2016	Clark Apartments	118 W 5th St	08-0150-00	250.00	250.00
✓	06/20/2016	Keys, Charles	707 W 9th St Lot 27	10-2280.04	62.53	62.53
✓	07/16/2016	Rice, Amber	707 W 9th St Lot 56	10-3560-08	86.85	86.85
✓	10/29/2016	Jones, Pam (Lacy Hermiston)	609 Mulberry St	05-1310-00	103.84	103.84
✓	10/29/2016	Anderson, Betty	612 E 5th St	06-0580-00	250.00	250.00
					2574.76	2574.76