

City of Tipton, Iowa

Meeting:	Tipton City Council Meeting
Place:	Tipton City Hall, 407 Lynn Street, Tipton, Iowa 52772
Date/Time:	March 11, 2013 – 5:30 PM
Web Page:	www.tiptoniowa.org
Posted:	March 8, 2013 (Front door of City Hall)

Mayor:	Shirley Kepford	City Manager:	Chris Nosbisch
Council At Large:	David Fry	City Attorney:	Lowell Dendinger
Council At Large:	Pam Spear	City Clerk:	Lorna Fletcher
Council Ward #1:	Leanne Zearley	Deputy City Clerk:	Amy Lenz
Council Ward #2:	Dean Anderson	D. of Public Works:	Steve Nash
Council Ward #3:	Dawn Siech	Chief of Police:	Heath Holub

- A. Call to Order – 5:30 PM**
- B. Roll Call**
- C. Pledge of Allegiance**
- D. Agenda Additions/Agenda Approval**
- E. Communications:**
 1. Unscheduled
 2. Prairie Hills Senior Living Luncheon Invitation to City Council
 3. Introduction of Travis Person by Chief Holub

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
 2. Appointment of Leanne Zearley as Alternative to CCEDCO
- G. Public Hearing**
 1. City of Tipton Fiscal Year 2013-2014 Proposed Budget
 - i. Close Public Hearing and Proceed to I-1
- H. Ordinance Approval/Amendment**
 1. None
- I. Resolutions for Approval**
 1. Resolution Approving City of Tipton 2013-2014 Budget

2. Resolution approving a Loan Agreement and providing for the issuance of \$1,075,000 General Obligation Corporate Purpose Bonds, Series 2013 and providing for the levy of taxes to pay the same
3. Resolution Accepting Delivery of the Substation Relay Panel for the Project Known as the Tipton Substation Project with Electrical Power Products

J. Mayoral Proclamation

1. None

K. Old Business

1. None

L. Motions for Approval

1. Consideration of Claims List – Motion to Approve
2. Consideration of Request by Gayleen Gilbert to Hold 5K March Out of Madness Benefit Race for Family's First of Cedar County – Identify Route and Date – Council Action as Needed
3. Discussion and Consideration of USDA Refund Payment – Vitense Drainage Project – Council Action as Needed
4. Discussion and Consideration of Tipton Masonic Cemetery Contract – Council Action as Needed
5. Discussion and Consideration of One Time Water and Sewer Rate Adjustment – 111 East 4th Street – Council Action as Needed
6. Consideration of Invoice #3153 – Solum Lang Architects – Tipton Fire Station – Council Action as Needed
7. Consideration of Invoice #587416 – Hamby and Young – Tipton Substation Materials Package – Council Action as Needed
8. Consideration of Pay Application #2 – Tri City Electric – Tipton Substation Project – Council Action as Needed

M. Reports to be Received/Filed

1. None

N. Discussion Items (No Action)

1. Discussion of Potential Donation to create the City of Tipton Dog Park

O. Reports of Mayor/Council/Manager

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

P. 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.

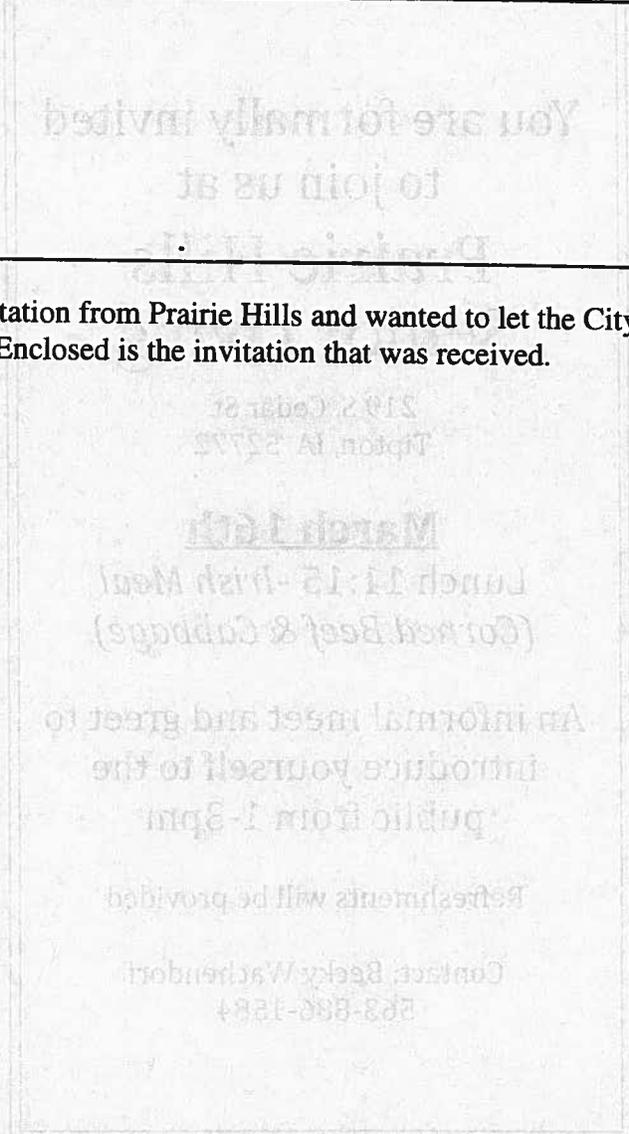
E. Communications

AGENDA ITEM # E-1

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	March 11, 2013
AGENDA ITEM:	Prairie Hills Luncheon
ACTION:	None

SYNOPSIS: The Mayor received this invitation from Prairie Hills and wanted to let the City Council know that they were also invited. Enclosed is the invitation that was received.



BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Manager

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: Invitation

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/7/13

You are formally invited
to join us at
**Prairie Hills
Senior Living**

219 S. Cedar St.
Tipton, IA 52772

March 16th

Lunch 11:15 -*Irish Meal*
(*Corned Beef & Cabbage*)

An informal meet and greet to
introduce yourself to the
public from 1-3pm

Refreshments will be provided

Contact: Becky Wachendorf
563-886-1584

F. Consent Agenda

February 20, 2013
Council Chambers
City Hall
Tipton, Iowa

The City Council of the City of Tipton, Cedar County, Iowa, met in regular session at 5:30 p.m. Mayor Kepford called the meeting to order. Upon roll being called the following named council members were present: Fry, Siech, Anderson, Spear and Zearley. Also present: Nosbisch, Fletcher, Hudson, Penrod, Holub, Wild, Spangler, Johnson, other visitors and the press.

Mayor Kepford led the meeting in the Pledge of Allegiance.

Agenda:

Motion by Siech, second by Anderson to approve the agenda as presented.
Following the roll call vote the motion passed unanimously.

Communications:

Bonnie Bryden, Email

The City received an email addressed to Mayor Kepford and City Council Members. Bryden expressed concerns regarding sidewalk snow removal and access to City documents on the website. Councilmember Fry will respond to Bryden's questions and concerns.

Consent Agenda:

Motion by Zearley, second by Spear to approve the consent agenda which includes minutes from the 02/04/13 council meeting, Clerk's/Investment reports, liquor license renewal for Wal-Mart, Monthly Water Report, January Airport Committee minutes, January Library Board minutes and Library Director's Report. Following the roll call vote the motion passed unanimously.

Resolutions for Approval:

Resolution No. 022013A, Resolution Awarding \$1,075,000, General Obligation Corporate Purpose Bonds, Series 2013

Motion by Zearley, second Anderson to approve Resolution No. 022013A, a resolution awarding the \$1,075,000 General Obligation Corporate Purpose Bonds, Series 2013, to UMB Bank at the interest rate of 1.4005%. Following the roll call vote the motion passed unanimously.

Old Business:

Securing Consultant Services for the Matthews Memorial Airport, Five Year Commitment, Tabled from February 4, 2013, council meeting.

Motion by Spear, second Fry to approve the Airport committee's recommendation to move forward with McClure Engineering as the airport's engineering consultant service. Following the roll call vote the motion passed unanimously.

Motions for Approval:

1. Claims list -

ALLIANCE WATER RESOURCES I	FEBRUARY CONTRACT SERVICES	23665.83
ALTORFER INC	REPAIR PARTS #17	174.59
ARAMARK UNIFORM SERVICES	BLDG MAINT SUPP/SRVC	89.37

ARROWQUICK SOLUTIONS	WEB/EMAIL SERVICE	41.95
BARRON MOTOR SUPPLY	LUBE ELEMENT	17.15
BUSINESS RADIO SALES AND S	KENWOOD BASE STATION	350.25
CEDAR CO PUBLIC HEALTH	28 FLU SHOTS	700.00
CEDAR COUNTY CO-OP	FUEL DISCOUNT	2183.55
CEDAR COUNTY ENGINEER	177.4 GL DSL	3613.73
CEDAR COUNTY SOLID WASTE	TRANSFER FEES	2296.00
CENTRAL IOWA DISTRIBUTING	MISC SHOP SUPPLIES	116.50
CLARENCE LOWDEN SUN-NEWS &	FAC ADS	218.25
COONROD WRECKER & CRANE SE	LIFT BLOWER OFF ROOF OF FAC	585.00
CREATIVE PRODUCT SOURCE IN	1000 EVIDENCE BAGS	357.27
CUSTOM BUILDERS INC	UPS CHARGES	57.63
EASTERN IOWA LIGHT & PWR	CEMETERY UTILITIES	891.50
ELECTRICAL ENGINEERING & E	CONDUIT FOR BRINE BLDG	736.16
FAMILY FOODS	MISC SUPPLIES	532.49
FOSTER COACH SALES INC.	VACUUM SOLENOID	138.66
FREEMAN LOCK & ALARM INC	6 KEYS	24.50
G & K SERVICES	UNIFORMS WKLY EL/GAS	207.07
GARDEN & ASSOCIATES INC	VITENSE DITCH/WTLND MTGTN	1261.35
GENERAL PEST CONTROL INC	PEST CONTROL ELECTRIC	161.03
GLOBAL RENTAL CO INC	BUCKET TRUCK RENTAL	2782.00
GRAINGER	EMERGENCY LIGHT FAC	71.47
HERMSEN AUTOMOTIVE LLC	REPAIRS #185	121.44
HYGIENIC LABORATORY-AR	POOL TESTING FEES	11.00
INTEGRATED TECHNOLOGY PART	MONTHLY NETWORK SERVICES	66.00
IOWA ASSOCIATION OF	TRAINING - GAS	2139.20
IOWA BUSINESS SUPPLY LLC	STAMP FOR FAC	18.95
KELLER'S HOME FURNISHINGS	COVE BASE	64.20
KIRKWOOD COMMUNITY COLLEGE	13 EMT BASIC PRACTICAL TRANING	2015.00
MISC. VENDOR	PANAMA TRANSFER:BLOWER FREIGHT	91.00
MODERN MARKETING	D.A.R.E. SUPPLIES	189.81
MOELLER TIPTON TIRE & AUT	TIRE REPAIR #185	41.00
MUNICIPAL SUPPLY INC	2 CORP STOPS	281.10
O'ROURKE MOTORS INC	REPAIR PARTS #68	24.86
OVERHEAD DOOR COMPANY	REPAIR DOOR SPRINGS	731.26
SENSUS USA	REPAIR AUTOGUN METER READER	312.50
SHERMCO INDUSTRIES INC	TEST TRANSFORMER & RELAY	2947.50
SNYDER & ASSOCIATES INC	AIRPORT - EA	2545.94
STANARD & ASSOCIATES INC	IOWA POST TEST - TRAVIS PERSON	5.00
T & M CLOTHING CO.	2 SHIRTS, EMBROIDERY WORK	59.00
TIPTON CONSERVATIVE	FAC ADS	1117.38
TIPTON ELECTRIC MOTORS	PRESSURE WASHER & 2 HOSE REELS	3734.22
TRITECH SOFTWARE SYSTEMS C	AMBULANCE BILLING SERVICES	880.00
U.S. BARRICADES	BAL OF SCHOOL BEACON SYSTEM	2400.00
UNITED OFFICE SUPPLY	2 TONER CARTRIDGES	528.85
UTILITY SALES & SERVICE IN	SUPPLIES FOR GAS SERVICE LINES	154.27
WASHBURN LAUNDRY & DRYCLEA	WASHER & INSTALL	6338.00
WESCO RECEIVABLES CORP	BATTERY POWERED CRIMP TOOL	3421.81
XEROX CORPORATION	BASE & METER CHARGES	1276.03
GRAND TOTALS		72788.62
	FUND TOTALS	
001 GENERAL GOVERNMENT		9,210.81

002 COMMUNICATIONS - LOCAL AC	9.95
125 TIF SPECIAL REVENUE FUND	101.74
310 NEW FIRE STATION	10,008.00
600 WATER OPERATING	11,790.52
610 WASTEWATER/AKA SEWER REVE	13,250.72
630 ELECTRIC OPERATING	14,120.60
640 GAS OPERATING	1,095.75
660 AIRPORT OPERATING	2,583.95
670 GARBAGE COLLECTION	2,296.00
750 CEMETERY ENTERPRISE	25.07
810 CENTRAL GARAGE	6,443.54
835 ADMINISTRATIVE SERVICES	1,851.97
GRAND TOTAL	72,788.62

City One Card Statement

Ambulance - One Card

Operating Supplies - Tipton Pharmacy, EMP	1,196.55	
Misc Supplies - Wal-Mart	27.28	
Total Charges		1,223.83

Police - One Card

D.A.R.E. Supplies - Happy Joes, Pizza Hut, Caseys	274.67	
Operating Supplies - Wal-Mart	53.47	
Total Charges		328.14

Fire - One Card

Door signs for new fire station - SmartSign	111.50	
Total Charges		111.50

Library - One Card

Postage/Shipping - USPS	86.00	
Office Supplies - Wal-Mart, Demco	147.36	
Materials - Amazon, Wal-Mart, Target, Scholastic	575.23	
Program Supplies - Wal-Mart, Family Foods	25.94	
Bldg Maint Supplies - Wal-Mart	3.97	
Training - Iowa Library Association	65.00	
Misc Supplies - Wal-Mart	10.38	
Total Charges		913.88

JKFAC/Recreation - One Card

Operating Supplies - Pool & Spa Junction, Wal-Mart	71.51	
Total Charges		71.51

Electric - One Card

Equipment Maint/Rpr Supplies - A-L-L Equipment	652.46	
Bldg Maint Supplies - Wal-Mart	3.19	
Meter Supplies - Watthour Engineering Co.	1,750.00	
Office Supplies - Wal-Mart	4.75	
Travel Training - AmericInn	104.31	
Dues - Iowa Association for Energy Efficiency	500.00	
Repair Parts - Wal-Mart	17.06	
Refrigerator - Sears	457.98	
Total Charges		3,489.75

Gas - One Card

Equipment Maint/Rpr Supplies - Global Industrial (FAC),	521.68	
Pex Supply (FAC & EL dept), JW Danforth (EL dept)	275.91	
	298.52	
Total Charges		1,096.11

Public Works - One Card

Computer Supplies - Tatem's	264.00	
Supplies for Brine Bldg - Lowes	161.99	
Operating Supplies - Worldwide Filters	25.48	
Total Charges		451.47

City Manager - One Card

Training - APA Streaming Products	695.00	
Total Charges		695.00
City Clerk - One Card		
Vehicle Repairs (Ramsey winch for Fire dept) - Summit	1,204.87	
Racing Equipment	35.61	
Operating Supplies - Wal-Mart, A Place To Land, Happy	7.47	
Joes, Pizza Hut, Hardees, Subway, City Hall	217.27	
Smokehouse, Mi Tierra		
Country Club	839.20	2,304.42
Total Charges		337.29
Comm Dev - One Card		
Operating Supplies - Wal-Mart	26.99	
Dues - Corridor Media Group	59.95	
Misc Supplies - Caseys	29.13	
Computer Supplies - Quickbooks	199.96	
Advertising - Facebook.com	21.26	
Total Charges		337.29
Statement Total		11,022.90

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

2. Pay Application No. 14, Garling Construction

Motion by Zearley, second by Siech to approve pay application No. 14, to Garling Construction, in the amount of \$2850.00, for the new fire station. Following the roll call vote the motion passed unanimously.

3. Invoice No. 6496-A, Electrical Power Products

Motion by Anderson, second by Spear to approve payment of invoice No. 6496-A, to Electrical Power Products, in the amount of \$86,649.00 for a relay panel for the substation project. Following the roll call vote the motion passed unanimously.

4. Invoice No. 575537, Hamby Young

Motion by Fry, second by Zearley to approve payment of invoice No. 575537, to Hamby Young, in the amount of \$5,217.06, for the substation project. Following the roll call vote the motion passed unanimously.

5. Set Public Hearing Date, Proposed Budget, Fiscal Year 2013-2014

Motion by Zearley, second by Spear to set a public hearing date of March 11, 2013, at 5:30 p.m., for the proposed budget for Fiscal Year 2013-2014. Following the roll call vote the motion passed unanimously.

6. Pay Application No. 3, Delong Construction

Motion by Anderson, second by Zearley to approve pay application No. 3, to Delong Construction, in the amount of \$4,662.78, for the retainage being held for the Vitense Property Ditches. Following the roll call vote the motion passed unanimously.

Discussion Items:

1. Overview of City of Tipton Proposed Budget, 2013-2014

City Manager Nosbisch discussed some to the changes for the 2013-2014 proposed fiscal year budget.

1. Tax rate \$12.999

2. Water and Sewer rate increases
3. Medical insurance increase of 20%

Nosbisch explained that the water and sewer rates haven't been increased in 10 years. Councilmember Fry suggested implementing a policy to review the utilities annually to avoid the necessity of large increases. Nosbisch agreed. Nosbisch said in order to avoid holding a special council meeting for the proposed budget public hearing he would like to schedule the March meeting on March 11, and March 18, 2013.

Reports of Mayor/Council/Manager:

Mayor's Report

Cole Cook placed third at the State Wrestling tournament in his weight class.

Stuart Clark received the Distinguished Service Award from the Iowa Newspaper Association.

Hardacre Theatre Preservation Association held a Valentine's Day Event which was well attended.

Manager's Report

The Gas and Electric Departments have started working on the old fire station that will be used for their department's office space and garage area.

Bucket truck rental will go back March 5, 2013. By using the rental truck to do tree removal and line clearance work the City savings was approximately \$12,000.

Closed Session: Pursuant to Iowa Code Chapter 21.5 (1)C, To Discuss Strategy with Counsel in Matters That are Presently in Litigation or Where Litigation is Imminent, Where Disclosure Would be Likely to Prejudice or Disadvantage the Position of the Governmental Body in That Litigation

Motion by Siech, second by Zearley to adjourn from regular session to closed session pursuant to Iowa Code Chapter 21.5 (1)C, To Discuss Strategy with Counsel in Matters That are Presently in Litigation or Where Litigation is Imminent, Where Disclosure Would be Likely to Prejudice or Disadvantage the Position of the Governmental Body in That Litigation at 6:30 p.m. Following the roll call vote the motion passed unanimously.

Roll Call to return to regular session:

The council reconvened to regular session from closed session at 6:59 p.m. The following Councilmember's were present: Spear, Zearley, Siech, Fry, and Anderson.

Motion by Siech, second by Zearley to retain Jeff Stone, of Whitfield & Eddy, to counsel the City as it relates to the issues and possible solutions at the James Kennedy Family Aquatic Center. Following the roll call vote the motion passed unanimously.

Adjourn:

With no further business to come before the council a motion to adjourn was made by Siech, second by Spear. Following the roll call vote the motion passed unanimously. Meeting adjourned at 7:04 p.m.

Mayor

Attest: _____
City Clerk/Finance Officer

3. Medical Insurance increase of 2.5%
 4. Water and Sewer rate increase

REVENUE RECEIVED - January 2012

Property Taxes	8,049.53
Local Option Sales Service Tax	19,667.67
Licenses & Permits	325.00
Use of Money and Property	20,221.90
Intergovernmental	62,446.78
Charge for Services	562,339.87
Special Assessment	185.00
Miscellaneous	54,803.90
Sale of Fixed Assets	0.00
TOTAL	\$728,039.65

The Gas and Electric Departments have started working on the City's plan that will be used for the electric work other space and garage area. Budget reduction will go back March 2, 2012. By using the fiscal year to do the removal and the electric work the City savings was approximately \$12,000.

Closed session: Pursuant to Iowa Code Chapter 215 (1-C), the Council, in a closed session pursuant to Iowa Code Chapter 215 (1-C) to discuss strategy with Counsel in which the presence in discussion or whose location is immaterial, where disclosure would be likely to prejudice or disadvantage the position of the Governmental Body in that location.

motion by Stech, second by Leahy to adjourn from regular session to closed session pursuant to Iowa Code Chapter 215 (1-C) to discuss strategy with Counsel in which the presence in discussion or whose location is immaterial, where disclosure would be likely to prejudice or disadvantage the position of the Governmental Body in that location. Following the roll call vote the motion passed unanimously.

Roll Call to return to regular session:

The Council returned to regular session from closed session at 6:29 p.m. The following Councilmembers were present: Stech, Leahy, Stech, Fry, and Anderson.

motion by Stech, second by Leahy to return to regular session, of Whittard & Eddy, to counsel the City as it relates to the issues and possible solutions at the James Kennedy Family Activity Center. Following the roll call vote the motion passed unanimously.

Adjourn:

With a further business to come before the Council a motion to adjourn was made by Stech, second by Stech, following the roll call vote the motion passed unanimously. Meeting adjourned at 7:04 p.m.

Mayor

City Clerk/Finance Officer

G. Public Hearing

AGENDA ITEM # G-1 and I-1

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	March 11, 2013
AGENDA ITEM:	Resolution Approving 2013-2014 Budget
ACTION:	Motion

SYNOPSIS: Staff will be sharing a power point presentation at the City Council meeting. You will receive a copy of the newly bound 2013-2014 proposed budget. The budget has to be certified to the Cedar County Auditor's office by Friday, March 15, 2013.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Manager

MAYOR/COUNCIL ACTION: Motion to Approve.

ATTACHMENTS: Resolution and 2013-2014 Proposed Budget

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/7/13

I. Resolutions for Approval

16-141

Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2013 - ENDING JUNE 30, 2014

The City of: Tipton County Name: CEDAR Date Budget Adopted: 03/11/13
(Date) xxx/xx/xx

At a meeting of the City Council, held after the public hearing as required by law, as specified above, the proposed budget was adopted as summarized and attached hereto, and tax levies, as itemized below, were approved for all taxable property of this City. There is attached a Long Term Debt Schedule Form 703 for the debt service needs, if any.

563.866.6187

Telephone Number

Signature

County Auditor Date Stamp

January 1, 2012 Property Valuations

With Gas & Electric

Without Gas & Electric

Last Official Census

Regular	2a	101,208,895	2b	99,932,260	3,221
Debt Service Value	3a	108,472,795	3b	107,196,160	
Ag Land	4a	362,040			

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate
384.1	8.10000	Regular General levy	5 819,792	809,451	43 8.10000
(384)		Non-Voted Other Permissible Levies			
12(8)	0.67500	Contract for use of Bridge	6	0	44 0
12(10)	0.95000	Opr & Maint publicly owned Translt	7	0	45 0
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8	0	46 0
12(12)	0.13500	Opr & Maint of City owned Civic Center	9	0	47 0
12(13)	0.06750	Planning a Sanitary Disposal Project	10	0	48 0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	49 0
12(16)	0.06750	Levee Impr. fund in special charter city	13	0	51 0
12(18)	Amt Nec	Liability, property & self insurance costs	14 68,148	67,288	52 0.67334
12(22)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	482 8,214	8,111	485 0.08116
(384)		Voted Other Permissible Levies			
12(1)	0.13500	Instrumental/Vocal Music Groups	15	0	53 0
12(2)	0.81000	Memorial Building	16	0	54 0
12(3)	0.13500	Symphony Orchestra	17	0	55 0
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56 0
12(5)	As Voted	County Bridge	19	0	57 0
12(6)	1.35000	Missl or Missouri River Bridge Const.	20	0	58 0
12(9)	0.03375	Aid to a Transit Company	21	0	59 0
12(17)	0.20500	Maintain Institution received by gift/devise	22	0	60 0
12(19)	1.00000	City Emergency Medical District	463	0	466 0
12(21)	0.27000	Support Public Library	23	0	61 0
28E.22	1.50000	Unified Law Enforcement	24	0	62 0
		Total General Fund Regular Levies (5 thru 24)	25 896,154	884,850	
384.1	3.00375	Ag Land	26 1,087	1,087	63 3.00375
		Total General Fund Tax Levies (25 + 26)	27 897,241	885,937	Do Not Add
		Special Revenue Levies			
384.8	0.27000	Emergency (if general fund at levy limit)	28 0	0	64 0
384.6	Amt Nec	Police & Fire Retirement	29	0	0
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30 148,374	146,502	1.46602
Rules	Amt Nec	Other Employee Benefits	31 141,802	140,013	1.40108
		Total Employee Benefit Levies (29,30,31)	32 290,176	286,516	65 2.86710
		Sub Total Special Revenue Levies (28+32)	33 290,176	286,516	
		Valuation			
386	As Req	With Gas & Elec	Without Gas & Elec		
	SSMID 1 (A)	(B)	34	0	66 0
	SSMID 2 (A)	(B)	35	0	67 0
	SSMID 3 (A)	(B)	36	0	68 0
	SSMID 4 (A)	(B)	37	0	69 0
	SSMID 5 (A)	(B)	555	0	565 0
	SSMID 6 (A)	(B)	556	0	566 0
	SSMID 7 (A)	(B)	1177	0	### 0
	Total SSMID		38 0	0	Do Not Add
		Total Special Revenue Levies	39 290,176	286,516	
384.4	Amt Nec	Debt Service Levy 76.10(6)	40 138,670	137,038	70 1.27839
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41	0	71 0
		Total Property Taxes (27+39+40+41)	42 1,326,087	1,309,491	72 12.99999

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:

Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, and notarized, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.

(County Auditor)

10-141

ABSTRACT OF BUDGET AND COMPARISON OF CITY TAXES
FISCAL YEAR BEGINNING JULY 1, 2013, ENDING JUNE 30, 2014

Item	2013	2014	% Change
Property Taxes	1,234,567	1,234,567	0%
City of Tipton	1,234,567	1,234,567	0%
Cedar County	1,234,567	1,234,567	0%
State of Iowa	1,234,567	1,234,567	0%
Other	1,234,567	1,234,567	0%
Total	1,234,567	1,234,567	0%

RESOLUTION NO. 031113A

RESOLUTION APPROVING THE CITY OF TIPTON FISCAL YEAR 2013-2014 ANNUAL BUDGET

WHEREAS, the City of Tipton, Iowa is responsible to approve and certify an annual operating budget, and

WHEREAS, the City Council of the City of Tipton, Iowa is required to hold a public hearing on such budget, and

WHEREAS, the City Council of the City of Tipton, Iowa hereby acknowledges the Budget Certification Sheet as shown in Exhibit "A," attached hereto and made a part thereof, to be accurate and final,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TIPTON, IOWA, that effective upon receipt of this Resolution by the State of Iowa Department of Management and the Cedar County Auditor, that the fiscal year 2013-2014 annual budget for the City of Tipton be approved.

APPROVED this 11th day of March, 2013.

Mayor

ATTEST: _____
City Clerk

AGENDA ITEM # I-2

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	March 11, 2013
AGENDA ITEM:	Resolution Loan Agreement
ACTION:	Motion

SYNOPSIS: This is the final paperwork that is required for the \$1,075,000 bond issuance. This resolution approves the loan agreement sets forth the City's obligation to pay the debt. You will receive this information at the Council meeting as I am awaiting information from the bond counsel.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Manager

MAYOR/COUNCIL ACTION: Motion to Approve.

ATTACHMENTS: Resolution and Supporting Documentation from Dorsey Whitney

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/7/13

MINUTES TO AUTHORIZE ISSUANCE OF BONDS

419554-33

Tipton, Iowa

March 11, 2013

The City Council of the City of Tipton, Iowa, met on March 11, 2013, at _____ o'clock _____m., at the _____, Tipton, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

••••

At the conclusion of the meeting, and upon motion and vote, the Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. _____

Resolution authorizing the issuance of \$1,075,000 General Obligation Corporate Purpose Bonds, Series 2013, and providing for the levy of taxes to pay the same

WHEREAS, the City of Tipton (the "City"), in the County of Cedar, State of Iowa, heretofore proposed to enter into a General Obligation Loan Agreement (the "Essential Purpose Loan Agreement") in a principal amount not to exceed \$1,020,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of (1) constructing street, stormwater drainage improvements and airport parking improvements; (2) acquiring a garbage truck for the Sanitation Department; (3) acquiring a street sweeper for the Public Works Department; and (4) acquiring a Police vehicle for the Police Department, and has published notice of the proposed action and has held a hearing thereon on October 1, 2012; and

WHEREAS, the City also proposed to enter into a General Obligation Corporate Purpose Loan Agreement (the "General Purpose Loan Agreement") in a principal amount not to exceed \$180,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of acquiring a bucket truck for the Municipal Electric Department (the purpose set forth in this paragraph together with the purposes set forth in (1), (2), (3) and (4) of the previous paragraph are hereinafter referred to as the "Projects"), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of October 1, 2012, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, the City Council has previously combined the Essential Corporate Purpose Loan Agreement and the General Corporate Purpose Loan Agreement, into a single loan agreement (the "Loan Agreement"); and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of \$1,075,000 General Obligation Corporate Purpose Bonds, Series 2013 (the "Bonds") in evidence of the obligation of the City under the Loan Agreement, and the City has made provision for the approval of the P.O.S. and has authorized its use by Speer Financial, Inc. (the "Financial Advisor"); and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of UMB Bank, n.a., Kansas City, Missouri (the "Purchaser"), has been determined to be the best, such bid proposing the lowest interest cost to the City; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Tipton, Iowa, as follows:

Section 1. The City shall enter into the Loan Agreement with the Purchaser, in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$1,075,000, for the purpose or purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 2. The Bonds, in the aggregate principal amount of \$1,075,000, are hereby authorized to be issued in evidence of the City's obligations under the Loan Agreement. The Bonds shall be dated March 19, 2013, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bear interest at the respective rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2015	\$150,000	0.45%	2018	\$110,000	0.90%
2016	\$180,000	0.60%	2020	\$175,000	1.25%
2017	\$180,000	0.75%	2023	\$280,000	1.80%

Section 3. Bankers Trust Company, Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the year 2023, prior to maturity on June 1, 2020, or on any date thereafter upon terms of par and accrued interest.

Principal of the Bond maturing on June 1, 2015, is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2014, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2014	\$75,000
2015	\$75,000 (Maturity)

Principal of the Bond maturing on June 1, 2020, is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2019, at a redemption price of 100% of the principal

amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2019	\$85,000
2020	\$90,000 (Maturity)

Principal of the Bond maturing on June 1, 2023 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in each of the years 2021 and 2022, inclusive, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2021	\$90,000
2022	\$95,000
2023	\$95,000 (Maturity)

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by registered mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2013. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an

interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Bonds shall be in substantially the following form:

(Form of Bond)

**UNITED STATES OF AMERICA
STATE OF IOWA COUNTY OF CEDAR
CITY OF TIPTON**

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2013

No. _____	.	\$ _____
RATE	MATURITY DATE	BOND DATE
_____ %	June 1, _____	March 19, 2013
		CUSIP
		888140 _____

The City of Tipton (the "City"), in Cedar County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

**Cede & Co.
New York, New York**

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of Bankers Trust Company, Des Moines, Iowa (hereinafter referred to as the "Registrar" or the "Paying Agent"), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2013, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2013 (the "Bonds") issued by the City to evidence its obligation under a certain loan agreement, dated as of March 19, 2013 (the "Loan Agreement"), entered into by the City for the purpose of paying the cost, to that extent, of (1) constructing street, stormwater drainage improvements and airport parking improvements; (2) acquiring a garbage truck for the Sanitation Department; (3) acquiring a street sweeper for the Public Works Department; and (4) acquiring a Police vehicle for the Police Department; and (5) of acquiring a bucket truck for the Municipal Electric Department.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2013, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on March 11, 2013, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the Bonds maturing in the year 2023, prior to and in any order of maturity on June 1, 2020, or on any date thereafter upon terms of par and accrued interest. Principal of the Bonds maturing on June 1, 2015; June 1, 2020 and June 1, 2023 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in each of the years 2014; 2019; and 2021 and 2022, respectively, in accordance with the mandatory redemption schedules set forth in the Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by registered mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and

performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; that the faith, credit, revenues and resources and all the real and personal property of the City are irrevocably pledged for the prompt payment hereof, both principal and interest; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Tipton, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of March 19, 2013.

CITY OF TIPTON, IOWA

By (DO NOT SIGN)

Mayor

Attest:

(DO NOT SIGN)

City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

BANKERS TRUST COMPANY

Des Moines, Iowa

Registrar

By (Authorized Signature)

Authorized Officer

NOTICE: The signature to this instrument must correspond with the name of the registrar owner as it appears on this bond in every particular, without alteration or enlargement of any change whatsoever.

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of survivorship and not as tenants in common
- UTMA - (Custodian)
- As Custodian for (Minor)
- under Uniform Transfers to Minors Act
- (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Underwriter, upon receipt of the loan proceeds (the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

The proceeds (the "Project Proceeds") received from the sale of the Bonds shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of (1) costs of the planning, designing, acquisition, undertaking and construction of the Projects; (2) costs of issuance of the Bonds; and (3) to the extent that Proceeds remain after the full payment of the costs set forth in (1) and (2), such Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds. The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Project Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City in each of the years while the Bonds are outstanding, a tax sufficient for that purpose, and in furtherance of this provision, but not in limitation thereof, there is hereby levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2013,
sufficient to produce the net annual sum of \$88,587;

For collection in the fiscal year beginning July 1, 2014,
sufficient to produce the net annual sum of \$85,985;

For collection in the fiscal year beginning July 1, 2015,
sufficient to produce the net annual sum of \$190,648;

For collection in the fiscal year beginning July 1, 2016,
sufficient to produce the net annual sum of \$189,568;

For collection in the fiscal year beginning July 1, 2017,
sufficient to produce the net annual sum of \$118,218;

For collection in the fiscal year beginning July 1, 2018,
sufficient to produce the net annual sum of \$92,228;

For collection in the fiscal year beginning July 1, 2019,
sufficient to produce the net annual sum of \$96,165;

For collection in the fiscal year beginning July 1, 2020,
sufficient to produce the net annual sum of \$95,040;

For collection in the fiscal year beginning July 1, 2021,
sufficient to produce the net annual sum of \$98,420; and

For collection in the fiscal year beginning July 1, 2022, sufficient to produce the net annual sum of \$96,710.

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Cedar County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever. Any amount received by the City as accrued interest on the Bonds shall be deposited into such special account and used to pay interest due on the Bonds on the first interest payment date.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

The City hereby pledges the faith, credit, revenues and resources and all of the real and personal property of the City for the full and prompt payment of the principal of and interest on the Bonds.

Section 10. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as "Qualified Tax Exempt Obligations" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R.

§ 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 11, 2013.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF CEDAR
CITY OF TIPTON

SS:

I, the undersigned, City Clerk of the City of Tipton, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing a certain Loan Agreement and providing for the issuance of \$1,075,000 General Obligation Corporate Purpose Bonds, Series 2013 of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Bonds or to levy taxes to pay the principal of and interest on the Bonds.

WITNESS MY HAND this _____ day of _____ 2013.

City Clerk

AGENDA ITEM # I-3

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	March 11, 2013
AGENDA ITEM:	Accepting Delivery of Relay Panel
ACTION:	Motion

SYNOPSIS: Enclosed you will find a copy of the acknowledgement from both P&E Engineering and John Packwood that the substation relay panel was delivered by Electrical Power Products, Inc. This will close out the contract with Electrical Power Products, Inc.

WHEREAS, the contractor has completed all delivery and payment has been received
NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TIPTON, IOWA:
Section 1 That said report of the P&E Engineering firm is hereby accepted as having been fully complied with said plans, specifications and contract. The total contract cost of the improvement hereby under said contract is hereby determined to be \$ 2,994.11.
PASSED and ADOPTED this 11th day of March, 2013.

BUDGET ITEM: N/A

MAYOR/COUNCIL ACTION: Motion to Approve.

RESPONSIBLE DEPARTMENT: City Manager

ATTACHMENTS: Resolution and Acknowledgement

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/7/13

RESOLUTION NO. _____

**RESOLUTION ACCEPTING WORK FOR THE PROJECT KNOWN AS THE
TIPTON 69kV SUBSTATION
FOR
SUBSTATION RELAY PANEL
WITH
ELECTRICAL POWER PRODUCTS.**

WHEREAS, on November 5, 2013 the City of Tipton entered into a contract with Electrical Power Products for SUBSTATION RELAY PANEL, and

WHEREAS, said contractor has fully completed the construction of said improvements, known as SUBSTATION RELAY PANEL, in accordance with the terms and conditions of the said contract and plans and specifications, as shown by the Engineer's report, and

WHEREAS, the contractor has completed all delivery and payment has been recieved.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TIPTON, IOWA:

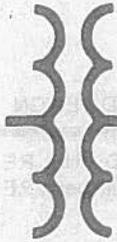
Section 1. That said report of the P&E Engineering firm is hereby accepted as having been fully completed in accordance with said plans, specifications and contract. The total contract cost of the improvements payable under said contract is hereby determined to be \$86,294.43.

PASSED and ADOPTED this 11th day of March, 2013.

Shirley Kepford, Mayor

ATTEST:

Lorna Fletcher, City Clerk



P & E ENGINEERING CO. POWER SYSTEM ANALYSIS AND DESIGN

245 S. 5th St., PO Box 620, Carlisle, IA 50047
515-989-3083 • FAX 515-989-3138
E-MAIL peengr@peengr.com

Allan R. Powers, P.E.
Timothy G. Ernst, P.E.

Richard D. Kline, P.E.
Dennis L. Blasberg, P.E.

February 8, 2013

Mr. Brian Hudson
City of Tipton
407 Lynn Street
Tipton, IA 52772

Re: Certificate of Final Completion – Tipton Substation Conversion – Relay Panel

Dear Brian,

I have enclosed a certificate of final completion for the contract with Electrical Power Products to provide the relay panel for the 69kV Substation Conversion Project. I inspected the relay panel before it shipped from Electrical Power Products and did not note any deficiencies. We understand that the relay panel and loose materials have been delivered. After you have inspected the relay panel and are satisfied, please sign both copies of the attached form, provide one copy to Electrical Power Products and ask that the city council approve completion of the project.

Please feel free to call with any questions.

Sincerely,


Jared Kline

Enclosures



P & E ENGINEERING CO. POWER SYSTEM ANALYSIS AND DESIGN

245 S. 5th St., PO Box 620, Carlisle, IA 50047
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E-MAIL peengr@peengr.com

Allan R. Powers, P.E.
Timothy G. Ernst, P.E.

Richard D. Kline, P.E.
Dennis L. Blasberg, P.E.

CERTIFICATE OF FINAL COMPLETION

Date Issued 2/8/2013
Buyer City of Tipton, IA
Seller Electrical Power Products, Inc.
Project Procurement of Substation Relay Panel for City of Tipton, IA

This Certificate of Final Completion applies to all Work under the referenced Contract.

The Work to which this Certificate applies has been inspected by authorized representatives of Buyer, Seller, and Engineer, and that Work is hereby declared to be complete in accordance with the Contract Documents on

2/8/2013 (Date of Final Completion)

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Seller's obligation toward any warranties associated with the Work in accordance with the Contract Documents.

Issued by P & E Engineering Co. on 2/8/13 by JARED KLINE
(Printed Name)

Signed Jared Kline

Accepted by Owner on 2-22-13 by JOHN C PACKWOOD
(Printed Name)

Signed John C Packwood

L. Motions for Approval

PACKET: 01467 Council Mtg 031113 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-0010	A M E SERVICES									
I 805		1 APPLIANCE PICKED UP	AP		R	3/07/2013		10.00	10.00CR	
		G/L ACCOUNT						10.00		
	630 5-820-2-64970	REBATES					10.00	1 APPLIANCE PICKED UP		
		VENDOR TOTALS		REG. CHECK				10.00	10.00CR	0.00
								10.00	0.00	

01-0005	ABC FIRE PROTECTION INC									
I 35839		ANNUAL SERVICE CITY SHOP	AP		R	4/06/2013		228.50	228.50CR	
		G/L ACCOUNT						228.50		
	810 5-899-2-63500	OPERATIONAL EQUIPT MAINT & REP					228.50	ANNUAL SERVICE CITY SHOP		
I 35840		ANNUAL SERVICE AIRPORT	AP		R	4/06/2013		41.50	41.50CR	
		G/L ACCOUNT						41.50		
	660 5-835-2-63500	OPERATIONAL EQUIPT MAINT & REP					41.50	ANNUAL SERVICE AIRPORT		
I 35841		ANNUAL SERVICE AMBULANCE	AP		R	4/06/2013		46.00	46.00CR	
		G/L ACCOUNT						46.00		
	001 5-160-2-63500	OPERATIONAL EQUIPT MAINT & REP					46.00	ANNUAL SERVICE AMBULANCE		
I 35842		ANNUAL SERVICE CITY HALL	AP		R	4/06/2013		121.50	121.50CR	
		G/L ACCOUNT						121.50		
	001 5-650-2-63500	OPERATIONAL EQUIPT MAINT & REP					121.50	ANNUAL SERVICE CITY HALL		
I 35843		ANNUAL SERVICE POLICE	AP		R	4/06/2013		28.00	28.00CR	
		G/L ACCOUNT						28.00		
	001 5-110-2-63500	OPERATIONAL EQUIPT MAINT & REP					28.00	ANNUAL SERVICE POLICE		
I 35844		ANNUAL SERVICE LIBRARY	AP		R	4/06/2013		28.00	28.00CR	
		G/L ACCOUNT						28.00		
	001 5-410-2-63500	OPERATIONAL EQUIPT MAINT & REP					28.00	ANNUAL SERVICE LIBRARY		
I 35845		ANNUAL SERVICE WWTP	AP		R	4/06/2013		159.00	159.00CR	
		G/L ACCOUNT						159.00		
	610 5-815-2-63500	OPERATIONAL EQUIPT MAINT & REP					159.00	ANNUAL SERVICE WWTP		
I 35846		ANNUAL SERVICE POWER PLANT	AP		R	4/06/2013		530.98	530.98CR	
		G/L ACCOUNT						530.98		
	630 5-821-2-63500	OPERATIONAL EQUIPT MAINT & REP					530.98	ANNUAL SERVICE POWER PLANT		
I 35847		ANNUAL SERVICE GAS	AP		R	4/06/2013		25.15	25.15CR	
		G/L ACCOUNT						25.15		
	640 5-825-2-63500	OPERATIONAL EQUIPT MAINT & REP					25.15	ANNUAL SERVICE GAS		

PACKET: 01467 Council Mtg 031113 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 35848		ANNUAL SERVICE FAC	AP		R	4/06/2013		28.00	28.00CR	
		G/L ACCOUNT						28.00		
	001 5-465-2-63500	OPERATIONAL EQUIPT MAINT & REP					28.00	ANNUAL SERVICE FAC		
I 35849		ANNUAL SERVICE WATER	AP		R	4/06/2013		41.50	41.50CR	
		G/L ACCOUNT						41.50		
	600 5-810-2-63500	OPERATIONAL EQUIPT MAINT & REP					41.50	ANNUAL SERVICE WATER		
		VENDOR TOTALS		REG. CHECK				1,278.13	1,278.13CR	0.00
								1,278.13	0.00	

01-0060 ALBAUGH PHC INC

I 19648		EQUIPMENT MAINT/RPR ELECTRI	AP		R	4/06/2013		50.08	50.08CR	
		G/L ACCOUNT						50.08		
	630 5-820-2-63500	OPERATIONAL EQUIPT MAINT & REP					50.08	EQUIPMENT MAINT/RPR ELECTRIC		
I 19725		URINAL REPAIRS FAC	AP		R	4/06/2013		233.72	233.72CR	
		G/L ACCOUNT						233.72		
	001 5-465-2-63100	BUILDING MAINTENANCE & REPAIR					233.72	URINAL REPAIRS FAC		
I 19749		THREADED BALL VALVE	AP		R	4/06/2013		55.26	55.26CR	
		G/L ACCOUNT						55.26		
	810 5-899-2-63100	BUILDING MAINTENANCE & REPAIR					55.26	THREADED BALL VALVE		
		VENDOR TOTALS		REG. CHECK				339.06	339.06CR	0.00
								339.06	0.00	

01-0074 ALLIANT ENERGY

I 021813AE		NONMETER EXCESS FACILITIES	AP		R	4/06/2013		192.41	192.41CR	
		G/L ACCOUNT						192.41		
	630 5-820-3-67890	SUBSTATION					192.41	NONMETER EXCESS FACILITIES		
		VENDOR TOTALS		REG. CHECK				192.41	192.41CR	0.00
								192.41	0.00	

01-0152 ARROWQUICK SOLUTIONS

I 37626		WEB/EMAIL SERVICE	AP		R	4/06/2013		41.95	41.95CR	
		G/L ACCOUNT						41.95		
	002 5-699-2-64190	TECHNOLOGY					9.95	Website/e-mail fees		
	001 5-110-2-64190	TECHNOLOGY					6.00	Website/e-mail fees		
	001 5-299-2-65070	OPERATING SUPPLIES					1.00	Website/e-mail fees		

PACKET: 01467 Council Mtg 031113 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
	001	5-525-2-65070	OPERATING SUPPLIES					0.00	Website/e-mail fees	
	600	5-810-2-64190	TECHNOLOGY					1.00	Website/e-mail fees	
	640	5-825-2-64190	TECHNOLOGY					2.00	Website/e-mail fees	
	835	5-899-2-64190	TECHNOLOGY					14.00	Website/e-mail fees	
	630	5-820-2-64190	TECHNOLOGY					4.00	Website/e-mail fees	
	001	5-465-2-64190	TECHNOLOGY					2.00	Website/e-mail fees	
	001	5-160-2-64190	TECHNOLOGY					1.00	Website/e-mail fees	
	001	5-150-2-64190	TECHNOLOGY					1.00	Website/e-mail fees	
	VENDOR TOTALS		REG. CHECK					41.95	41.95CR	0.00
								41.95	0.00	

01-0143 AUS WATERLOO MC LOCKBOX

I 5964724	SCRAPER MAT FAC	AP		R	4/06/2013			65.33	65.33CR	
	G/L ACCOUNT							65.33		
	001	5-465-2-65070	OPERATING SUPPLIES					65.33	SCRAPER MAT FAC	
I 5968360	BLDG MAINT SUPP/SRVC CITY H AP			R	4/06/2013			89.37	89.37CR	
	G/L ACCOUNT							89.37		
	001	5-650-2-63100	BUILDING MAINTENANCE & REPAIR					89.37	BLDG MAINT SUPP/SRVC CITY HALL	
	VENDOR TOTALS		REG. CHECK					154.70	154.70CR	0.00
								154.70	0.00	

01-0430 CEDAR COUNTY ENGINEER

I 0213AMB	149.80 GL DSL AMBULANCE	AP		R	4/06/2013			530.29	530.29CR	
	G/L ACCOUNT							530.29		
	810	5-899-2-65075	FUEL					530.29	149.80 GL DSL AMBULANCE	
I 0213PW	827.7 GL DSL PUBLIC WORKS	AP		R	4/06/2013			2,930.06	2,930.06CR	
	G/L ACCOUNT							2,930.06		
	810	5-899-2-65075	FUEL					2,930.06	827.7 GL DSL PUBLIC WORKS	
	VENDOR TOTALS		REG. CHECK					3,460.35	3,460.35CR	0.00
								3,460.35	0.00	

01-0620 CLIFTON LARSON ALLEN LLP

I 592100	PROGRESS BILLING FOR AUDIT	AP		R	4/06/2013			5,500.00	5,500.00CR	
	G/L ACCOUNT							5,500.00		
	835	5-899-2-64010	ACCOUNTING & AUDITING EXPENSE					5,500.00	PROGRESS BILLING FOR AUDIT	
	VENDOR TOTALS		REG. CHECK					5,500.00	5,500.00CR	0.00
								5,500.00	0.00	

PACKET: 01467 Council Mtg 031113 AL

VENDOR SET: 01

VENDOR SEQUENCE

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01-0673 CORTEZ TRUCK EQUIPMENT

I 69228		2 - 9' CFLOW CUT EDGE #15	AP		R	4/07/2013		182.80	182.80CR	
		G/L ACCOUNT						182.80		
	810 5-899-2-63321	REPAIR PARTS					182.80	2 - 9' CFLOW CUT EDGE #15		
		VENDOR TOTALS		REG. CHECK				182.80	182.80CR	0.00
								182.80	0.00	

01-0905 ELECTRICAL ENGINEERING & EQ

I 3430147-00		OPERATING SUPPLIES ELECTRIC	AP		R	3/07/2013		150.00	150.00CR	
		G/L ACCOUNT						150.00		
	630 5-820-2-65070	OPERATING SUPPLIES					150.00	OPERATING SUPPLIES ELECTRIC		
I 3443132-00		ELECTRICAL ENGINEERING & EQ	AP		R	3/07/2013		47.25	47.25CR	
		G/L ACCOUNT						47.25		
	630 5-820-2-63100	BUILDING MAINTENANCE & REPAIR					47.25	ELECTRICAL ENGINEERING & EQUIP		
I 3445050-00		OPERATING SUPPLIES ELECTRIC	AP		R	3/07/2013		37.38	37.38CR	
		G/L ACCOUNT						37.38		
	630 5-820-2-65070	OPERATING SUPPLIES					37.38	OPERATING SUPPLIES ELECTRIC		
		VENDOR TOTALS		REG. CHECK				234.63	234.63CR	0.00
								234.63	0.00	

01-0965 FAMILY FOODS

I 0213FF		SUPPLIES FOR TRAINING ELECT	AP		R	4/06/2013		91.73	91.73CR	
		G/L ACCOUNT						91.73		
	630 5-820-2-65980	MISCELLANEOUS					91.73	SUPPLIES FOR TRAINING ELECTRIC		
		VENDOR TOTALS		REG. CHECK				91.73	91.73CR	0.00
								91.73	0.00	

01-1046 FOX APPARATUS REPAIR & MAIN

I 1056		VEHICLE REPAIRS #186	AP		R	3/07/2013		485.67	485.67CR	
		G/L ACCOUNT						485.67		
	001 5-150-2-63320	VEHICLE REPAIRS					485.67	VEHICLE REPAIRS #186		
		VENDOR TOTALS		REG. CHECK				485.67	485.67CR	0.00
								485.67	0.00	

PACKET: 01467 Council Mtg 031113 AL

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-1049	FREEMAN LOCK & ALARM INC									
I 119884	70	PROX KEY FOBS FIRE	AP		R	3/07/2013		352.10	352.10CR	
		G/L ACCOUNT						352.10		
	310	5-750-3-67500	NEW FIRE STATION				352.10	70 PROX KEY FOBS FIRE		
	VENDOR TOTALS		REG. CHECK					352.10	352.10CR	0.00
								352.10	0.00	

01-1051	FRIENDS OF THE ANIMALS									
I 022313FOTA	3	DOGS	AP		R	4/06/2013		150.00	150.00CR	
		G/L ACCOUNT						150.00		
	001	5-190-2-64910	CONTRACT SERVICES				150.00	3 DOGS		
	VENDOR TOTALS		REG. CHECK					150.00	150.00CR	0.00
								150.00	0.00	

01-1055	G & K SERVICES									
I 1184795952		UNIFORMS ELECT & GAS	AP		R	4/06/2013		73.33	73.33CR	
		G/L ACCOUNT						73.33		
	630	5-820-2-64350	UNIFORMS/EQUIPMENT				61.09	UNIFORMS ELECT & GAS		
	640	5-825-2-64350	UNIFORMS/EQUIPMENT				12.24	UNIFORMS ELECT & GAS		
I 1184795961		OPERATING SUPPLIES ELECTRIC	AP		R	4/06/2013		43.52	43.52CR	
		G/L ACCOUNT						43.52		
	630	5-820-2-65070	OPERATING SUPPLIES				43.52	OPERATING SUPPLIES ELECTRIC		
I 1184798911		UNIFORMS ELECT & GAS	AP		R	4/06/2013		73.33	73.33CR	
		G/L ACCOUNT						73.33		
	630	5-820-2-64350	UNIFORMS/EQUIPMENT				61.09	UNIFORMS ELECT & GAS		
	640	5-825-2-64350	UNIFORMS/EQUIPMENT				12.24	UNIFORMS ELECT & GAS		
I 201303073935		UNIFORMS 6 WEEKS PUBLIC WOR	AP		R	4/06/2013		231.00	231.00CR	
		G/L ACCOUNT						231.00		
	670	5-840-2-64350	UNIFORMS/EQUIPMENT				36.82	UNIFORMS 6 WEEKS PUBLIC WORKS		
	600	5-810-2-64350	UNIFORMS/EQUIPMENT				34.19	UNIFORMS 6 WEEKS PUBLIC WORKS		
	001	5-210-2-64350	UNIFORMS/EQUIPMENT				83.03	UNIFORMS 6 WEEKS PUBLIC WORKS		
	001	5-299-2-64350	UNIFORMS/EQUIPMENT				34.19	UNIFORMS 6 WEEKS PUBLIC WORKS		
	810	5-899-2-64350	UNIFORMS/EQUIPMENT				42.77	UNIFORMS 6 WEEKS PUBLIC WORKS		
	VENDOR TOTALS		REG. CHECK					421.18	421.18CR	0.00
								421.18	0.00	

PACKET: 01467 Council Mtg 031113 AL

VENDOR SET: 01

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-1076 GENERAL PEST CONTROL INC

I 65602		PEST CONTROL POWER PLANT	AP		R	4/06/2013		31.03	31.03CR	
		G/L ACCOUNT						31.03		
	630 5-821-2-63100	BUILDING MAINTENANCE & REPAIR					31.03	PEST CONTROL POWER PLANT		
I 65603		PEST CONTROL CITY HALL	AP		R	4/06/2013		35.00	35.00CR	
		G/L ACCOUNT						35.00		
	001 5-650-2-63100	BUILDING MAINTENANCE & REPAIR					35.00	PEST CONTROL CITY HALL		
I 65604		PEST CONTROL	AP		R	4/06/2013		25.00	25.00CR	
		G/L ACCOUNT						25.00		
	001 5-150-2-63100	BUILDING MAINTENANCE & REPAIR					25.00	PEST CONTROL		
I 65605		PEST CONTROL AMB	AP		R	4/06/2013		25.00	25.00CR	
		G/L ACCOUNT						25.00		
	001 5-160-2-63100	BUILDING MAINTENANCE & REPAIR					25.00	PEST CONTROL AMB		
		VENDOR TOTALS		REG. CHECK				116.03	116.03CR	0.00
								116.03	0.00	

01-1077 GENERAL TRAFFIC CONTROLS IN

I 15334		REPAIR STOPLIGHT CONTROLLER	AP		R	3/07/2013		499.44	499.44CR	
		G/L ACCOUNT						499.44		
	630 5-820-3-67880	TRAFFIC LIGHTS					499.44	REPAIR STOPLIGHT CONTROLLER		
		VENDOR TOTALS		REG. CHECK				499.44	499.44CR	0.00
								499.44	0.00	

01-1115 H & H AUTO

I 24906		4 WHEEL ALIGNMENT #13	AP		R	4/06/2013		66.50	66.50CR	
		G/L ACCOUNT						66.50		
	810 5-899-2-63323	TIRE REPAIR					66.50	4 WHEEL ALIGNMENT #13		
I 24952		TIRE REPAIR #51	AP		R	4/06/2013		13.00	13.00CR	
		G/L ACCOUNT						13.00		
	810 5-899-2-63323	TIRE REPAIR					13.00	TIRE REPAIR #51		
		VENDOR TOTALS		REG. CHECK				79.50	79.50CR	0.00
								79.50	0.00	

PACKET: 01467 Council Mtg 031113 AL

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01-1289 INTEGRATED TECHNOLOGY PARTN

I 93393		TECH SERVICE ON KERRI'S	AP		R	3/07/2013		85.00	85.00CR	
		G/L ACCOUNT						85.00		
	630	5-822-2-64190	TECHNOLOGY					17.00	TECH SERVICE ON KERRI'S	
	600	5-811-2-64190	TECHNOLOGY					17.00	TECH SERVICE ON KERRI'S	
	640	5-826-2-64190	TECHNOLOGY					17.00	TECH SERVICE ON KERRI'S	
	670	5-840-2-64190	TECHNOLOGY					17.00	TECH SERVICE ON KERRI'S	
	610	5-815-2-64190	TECHNOLOGY					17.00	TECH SERVICE ON KERRI'S	

I 93406		AMY'S DESKTOP	AP		R	3/07/2013		1,280.10	1,280.10CR	
		G/L ACCOUNT						1,280.10		
	835	5-899-3-67271	COMPUTER EXPENSE					1,280.10	AMY'S DESKTOP	

I 93407		BALANCE STEVE'S LAPTOP	AP		R	3/07/2013		804.16	804.16CR	
		G/L ACCOUNT						804.16		
	810	5-899-3-67271	COMPUTER EXPENSE					804.16	BALANCE STEVE'S LAPTOP	

I 93408		YEAR END BACKUP	AP		R	3/07/2013		85.00	85.00CR	
		G/L ACCOUNT						85.00		
	835	5-899-2-64190	TECHNOLOGY					85.00	YEAR END BACKUP	

I 93409		TECH SERVICE ADMIN & FAC	AP		R	3/07/2013		127.50	127.50CR	
		G/L ACCOUNT						127.50		
	835	5-899-2-64190	TECHNOLOGY					63.75	TECH SERVICE ADMIN & FAC	
	001	5-465-2-64190	TECHNOLOGY					63.75	TECH SERVICE ADMIN & FAC	

I 93465		TECH SERVICE POLICE	AP		R	3/07/2013		4,250.00	4,250.00CR	
		G/L ACCOUNT						4,250.00		
	001	5-110-2-64190	TECHNOLOGY					4,250.00	TECH SERVICE POLICE	

I 93562		MONTHLY NETWORK SERVICES	AP		R	3/07/2013		66.00	66.00CR	
		G/L ACCOUNT						66.00		
	835	5-899-2-64190	TECHNOLOGY					66.00	MONTHLY NETWORK SERVICES	

VENDOR TOTALS			REG. CHECK					6,697.76	6,697.76CR	0.00
								6,697.76	0.00	

01-1270 IOWA ASSOCIATION OF

I 12310		ADV WA DIST WORKSHOP-B BREN	AP		R	4/06/2013		80.00	80.00CR	
		G/L ACCOUNT						80.00		
	600	5-810-1-62300	TRAINING					80.00	ADV WA DIST WORKSHOP-B BRENNAN	

I 12311		TRAINING - TAWNYA	AP		R	4/06/2013		30.00	30.00CR	
		G/L ACCOUNT						30.00		
	630	5-820-1-62300	TRAINING					30.00	TRAINING - TAWNYA	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

I 12367		BIASSO DUES MARCH-MAY	AP		R	4/06/2013		701.49	701.49CR	
		G/L ACCOUNT						701.49		
	001	5-299-2-65100 SAFETY						329.70	BIASSO DUES	
	630	5-820-2-65100 SAFETY						280.60	BIASSO DUES	
	640	5-825-2-65100 SAFETY						91.19	BIASSO DUES	
I 12516		1ST AID/CPR TRAINING	AP		R	4/06/2013		288.00	288.00CR	
		G/L ACCOUNT						288.00		
	810	5-899-1-62300 TRAINING						24.00	1ST AID/CPR TRAINING	
	630	5-820-1-62300 TRAINING						96.00	1ST AID/CPR TRAINING	
	600	5-810-1-62300 TRAINING						60.00	1ST AID/CPR TRAINING	
	610	5-815-1-62300 TRAINING						12.00	1ST AID/CPR TRAINING	
	640	5-825-1-62300 TRAINING						24.00	1ST AID/CPR TRAINING	
	001	5-299-1-62300 TRAINING						24.00	1ST AID/CPR TRAINING	
	001	5-210-1-62300 TRAINING - STREET DEPT						48.00	1ST AID/CPR TRAINING	
		VENDOR TOTALS		REG. CHECK				1,099.49	1,099.49CR	0.00
								1,099.49	0.00	

01-1306	IOWA DEPARTMENT OF PUBLIC H									
I 2013IDPH		REGISTRATION RENEWAL FAC	AP		R	4/06/2013		175.00	175.00CR	
		G/L ACCOUNT						175.00		
	001	5-465-2-64820 INSPECTION FEES						175.00	REGISTRATION RENEWAL FAC	
		VENDOR TOTALS		REG. CHECK				175.00	175.00CR	0.00
								175.00	0.00	

01-1319	IOWA DEPARTMENT OF REVENUE									
I 2013IDR		STATEWIDE PROPERTY TAX - EL AP			R	4/06/2013		32.08	32.08CR	
		G/L ACCOUNT						32.08		
	630	5-820-2-64180 TAXES						32.08	STATEWIDE PROPERTY TAX - ELECT	
		VENDOR TOTALS		REG. CHECK				32.08	32.08CR	0.00
								32.08	0.00	

01-1314	IOWA LAW ENFORCEMENT ACADEM									
I 296636		MMPI FOR TRAVIS PERSON POLI AP			R	4/06/2013		180.00	180.00CR	
		G/L ACCOUNT						180.00		
	001	5-110-2-64121 HEALTH SERVICES						180.00	MMPI FOR TRAVIS PERSON POLICE	
		VENDOR TOTALS		REG. CHECK				180.00	180.00CR	0.00
								180.00	0.00	

PACKET: 01467 Council Mtg 031113 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-2701 JIM YAU KOVITZ WELDING

I 374481		WORK ON FIRE STATION BAY	AP		R	3/07/2013		371.00	371.00CR	
		G/L ACCOUNT						371.00		
	310 5-750-3-67500	NEW FIRE STATION					371.00	WORK ON FIRE STATION BAY		
		VENDOR TOTALS		REG. CHECK				371.00	371.00CR	0.00
								371.00	0.00	

01-1500 KUNDE OUTDOOR EQUIPMENT

I 5434		DRIVE LINK TREES	AP		R	4/06/2013		34.30	34.30CR	
		G/L ACCOUNT						34.30		
	001 5-221-2-65070	OPERATING SUPPLIES					34.30	DRIVE LINK TREES		
I 5460		EAR DEFENDERS, SWEAT BAND	AP		R	4/06/2013		19.71	19.71CR	
		G/L ACCOUNT						19.71		
	001 5-221-2-65070	OPERATING SUPPLIES					19.71	EAR DEFENDERS, SWEAT BAND		
I 5489		BAR & CHAIN LUBRICANT TREES	AP		R	4/06/2013		47.84	47.84CR	
		G/L ACCOUNT						47.84		
	001 5-221-2-65070	OPERATING SUPPLIES					47.84	BAR & CHAIN LUBRICANT TREES		
I 5504		PARTS #155	AP		R	4/06/2013		18.83	18.83CR	
		G/L ACCOUNT						18.83		
	810 5-899-2-63321	REPAIR PARTS					18.83	PARTS #155		
I 5511		OPERATING SUPPLIES TREES	AP		R	4/06/2013		35.39	35.39CR	
		G/L ACCOUNT						35.39		
	001 5-221-2-65070	OPERATING SUPPLIES					35.39	OPERATING SUPPLIES TREES		
		VENDOR TOTALS		REG. CHECK				156.07	156.07CR	0.00
								156.07	0.00	

01-1706 MERCURY INSTRUMENTS INC

I 5224779872		SWITCH GAS METERS	AP		R	4/06/2013		13.75	13.75CR	
		G/L ACCOUNT						13.75		
	640 5-825-2-65300	METERS					13.75	SWITCH GAS METERS		
		VENDOR TOTALS		REG. CHECK				13.75	13.75CR	0.00
								13.75	0.00	

PACKET: 01467 Council Mtg 031113 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-1731 MIDWEST WHEEL COMPANINES

I 3230570130		PARTS #5 & #52	AP		R	4/06/2013		340.47	340.47CR	
		G/L ACCOUNT						340.47		
	810 5-899-2-63321	REPAIR PARTS					340.47	PARTS #5 & #52		
		VENDOR TOTALS		REG. CHECK				340.47	340.47CR	0.00
								340.47	0.00	

01-1748 MITCHELL 1

I IB15294847		WEB SUBSCRIPTIONS	AP		R	3/07/2013		212.24	212.24CR	
		G/L ACCOUNT						212.24		
	810 5-899-2-65065	COMPUTER SUPPLIES					212.24	WEB SUBSCRIPTIONS		
		VENDOR TOTALS		REG. CHECK				212.24	212.24CR	0.00
								212.24	0.00	

01-1957 O'ROURKE MOTORS INC

I 11082		REPAIR PARTS #68	AP		R	4/06/2013		60.92	60.92CR	
		G/L ACCOUNT						60.92		
	810 5-899-2-63321	REPAIR PARTS					60.92	REPAIR PARTS #68		
		VENDOR TOTALS		REG. CHECK				60.92	60.92CR	0.00
								60.92	0.00	

01-2021 PERFORMANCE SYSTEMS JANITOR

I 47671		REPAIR FLOOR SCRUBBER FAC	AP		R	4/06/2013		194.24	194.24CR	
		G/L ACCOUNT						194.24		
	001 5-465-2-63500	OPERATIONAL EQUIPT MAINT & REP					194.24	REPAIR FLOOR SCRUBBER FAC		
		VENDOR TOTALS		REG. CHECK				194.24	194.24CR	0.00
								194.24	0.00	

01-1 PIONEER

I 2135033		1/4 PAGE, 4-COLOR AD	AP		R	3/07/2013		290.00	290.00CR	
		G/L ACCOUNT						290.00		
	001 5-525-2-64020	ADVERTISING					290.00	PIONEER:1/4 PAGE, 4-COLOR AD		
		VENDOR TOTALS		REG. CHECK				290.00	290.00CR	0.00
								290.00	0.00	

PACKET: 01467 Council Mtg 031113 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-2062	PROFESSIONAL DEVELOPERS OF									
I 021413PDI		MEMBERSHIP RENEWAL	AP		R	4/06/2013		300.00	300.00CR	
		G/L ACCOUNT						300.00		
	835 5-899-1-62100	DUES/FERS					300.00	MEMBERSHIP RENEWAL		
		VENDOR TOTALS		REG. CHECK				300.00	300.00CR	0.00
								300.00	0.00	

01-2074	RK DIXON CO									
I 827441		COPIER CONTRACT BASE CHARGE	AP		R	4/06/2013		16.51	16.51CR	
		G/L ACCOUNT						16.51		
	001 5-160-2-64910	CONTRACT SERVICES					16.51	COPIER CONTRACT BASE CHARGE		
		VENDOR TOTALS		REG. CHECK				16.51	16.51CR	0.00
								16.51	0.00	

01-2167	SCHIMBERG CO									
I 7127222-00		PIPE FOR MAINS GAS	AP		R	4/06/2013		141.75	141.75CR	
		G/L ACCOUNT						141.75		
	640 5-825-2-65308	MAINS					141.75	PIPE FOR MAINS GAS		
		VENDOR TOTALS		REG. CHECK				141.75	141.75CR	0.00
								141.75	0.00	

01-2232	SPAHN & ROSE LUMBER CO									
I 201303083938		BRINE BLDG SUPPLIES	AP		R	4/07/2013		76.14	76.14CR	
		G/L ACCOUNT						76.14		
	001 5-250-2-65980	MISCELLANEOUS					76.14	BRINE BLDG SUPPLIES		
I 201303083939		BLDG MAINT SUPPLIES FAC	AP		R	4/07/2013		11.97	11.97CR	
		G/L ACCOUNT						11.97		
	001 5-465-2-63100	BUILDING MAINTENANCE & REPAIR					11.97	BLDG MAINT SUPPLIES FAC		
I 201303083940		BLDG MAINT SUPPLIES ELECTRI	AP		R	4/07/2013		239.61	239.61CR	
		G/L ACCOUNT						239.61		
	630 5-820-2-63100	BUILDING MAINTENANCE & REPAIR					239.61	BLDG MAINT SUPPLIES ELECTRIC		
I 201303083941		BLDG MAINT SUPPLIES GAS	AP		R	4/07/2013		239.61	239.61CR	
		G/L ACCOUNT						239.61		
	640 5-825-2-63100	BUILDING MAINTENANCE & REPAIR					239.61	BLDG MAINT SUPPLIES GAS		

PACKET: 01467 Council Mtg 031113 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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I	201303083942	PARTS FOR #21	AP		R	4/07/2013		215.53	215.53CR	
		G/L ACCOUNT						215.53		
	810	5-899-2-63321	REPAIR PARTS				215.53	PARTS FOR #21		

I	201303083943	BLDG MAINT SUPP-CNTRL GARAG AP	AP		R	4/07/2013		255.57	255.57CR	
		G/L ACCOUNT						255.57		
	810	5-899-2-63100	BUILDING MAINTENANCE & REPAIR				255.57	BLDG MAINT SUPP-CNTRL GARAGE		

I	201303083944	OPERATING SUPPLIES ELECTRIC AP	AP		R	4/07/2013		5.11	5.11CR	
		G/L ACCOUNT						5.11		
	630	5-820-2-65070	OPERATING SUPPLIES				5.11	OPERATING SUPPLIES ELECTRIC		

		VENDOR TOTALS	REG. CHECK					1,043.54	1,043.54CR	0.00
								1,043.54	0.00	

01-2240 SPEKDCONNECT

I	0313SC	WIRELESS SERVICE AIRPORT	AP		R	3/07/2013		41.45	41.45CR	
		G/L ACCOUNT						41.45		
	660	5-835-2-65070	OPERATING SUPPLIES				41.45	WIRELESS SERVICE AIRPORT		

		VENDOR TOTALS	REG. CHECK					41.45	41.45CR	0.00
								41.45	0.00	

01-2247 STAPLES BUSINESS ADVANTAGE

I	3192549949	MISC&OFFICE SUPP-VARIOUS DE AP	AP		R	4/06/2013		842.13	842.13CR	
		G/L ACCOUNT						842.13		
	310	5-750-3-67500	NEW FIRE STATION				726.47	MISC&OFFICE SUPP-VARIOUS DEPTS		
	835	5-899-2-65060	OFFICE SUPPLIES				6.19	MISC&OFFICE SUPP-VARIOUS DEPTS		
	835	5-899-2-65980	MISCELLANEOUS				27.37	MISC&OFFICE SUPP-VARIOUS DEPTS		
	640	5-825-2-65980	MISCELLANEOUS				27.36	MISC&OFFICE SUPP-VARIOUS DEPTS		
	630	5-820-2-65980	MISCELLANEOUS				27.37	MISC&OFFICE SUPP-VARIOUS DEPTS		
	001	5-110-2-65980	MISCELLANEOUS				27.37	MISC&OFFICE SUPP-VARIOUS DEPTS		

I	3192549950	MESH LAPTOP STAND	AP		R	4/06/2013		38.09	38.09CR	
		G/L ACCOUNT						38.09		
	001	5-299-2-65060	OFFICE SUPPLIES				38.09	MESH LAPTOP STAND		

		VENDOR TOTALS	REG. CHECK					880.22	880.22CR	0.00
								880.22	0.00	

PACKET: 01467 Council Mtg 031113 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-2317	T & M CLOTHING CO.									
I 547		UNIFORM SUPPLIES POLICE	AP		R	4/06/2013		738.30	738.30CR	
		G/L ACCOUNT						738.30		
	001 5-110-2-64350	UNIFORMS/EQUIPMENT				738.30		UNIFORM SUPPLIES POLICE		
I 557		SMALL TOOLS FIRE	AP		R	4/06/2013		760.00	760.00CR	
		G/L ACCOUNT						760.00		
	001 5-150-2-65053	SMALL TOOLS				760.00		SMALL TOOLS FIRE		
		VENDOR TOTALS		REG. CHECK				1,498.30	1,498.30CR	0.00
								1,498.30	0.00	

01-2410 TIPTON ELECTRIC MOTORS

I 257409		4 BELTS FAC	AP		R	4/06/2013		58.96	58.96CR	
		G/L ACCOUNT						58.96		
	001 5-465-2-63500	OPERATIONAL EQUIPT MAINT & REP				58.96		4 BELTS FAC		
		VENDOR TOTALS		REG. CHECK				58.96	58.96CR	0.00
								58.96	0.00	

01-2461 TIPTON STRUCTURAL FABRICATI

I 10796		RREPAIR PARTS #21	AP		R	4/06/2013		37.31	37.31CR	
		G/L ACCOUNT						37.31		
	810 5-899-2-63321	REPAIR PARTS				37.31		RREPAIR PARTS #21		
		VENDOR TOTALS		REG. CHECK				37.31	37.31CR	0.00
								37.31	0.00	

01-1 TO THE LETTER

I 22092		DESIGN LOGO WORK	AP		R	3/07/2013		128.40	128.40CR	
		G/L ACCOUNT						128.40		
	001 5-525-2-64020	ADVERTISING				128.40		TO THE LETTER:DESIGN LOGO WORK		
		VENDOR TOTALS		REG. CHECK				128.40	128.40CR	0.00
								128.40	0.00	

PACKET: 01467 Council Mtg 031113 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-2475 TRUCK COUNTRY OF IOWA

I	R103045734:01	REPAIR PARTS #33	AP		R	4/06/2013		1,246.25	1,246.25CR	
		G/L ACCOUNT						1,246.25		
	810 5-899-2-63321	REPAIR PARTS					1,246.25	REPAIR PARTS #33		
I	X103187554:01	PART #33	AP		R	4/06/2013		4.08	4.08CR	
		G/L ACCOUNT						4.08		
	810 5-899-2-63321	REPAIR PARTS					4.08	PART #33		
		VENDOR TOTALS		REG. CHECK				1,250.33	1,250.33CR	0.00
								1,250.33	0.00	

01-2526 UNIFORM DEN INC

C	77177-81	UNIFORM SUPPLIES POLICE	AP		R	3/07/2013		263.35CR	263.35	
		G/L ACCOUNT						263.35CR		
	001 5-110-2-64350	UNIFORMS/EQUIPMENT					263.35CR	UNIFORM SUPPLIES POLICE		
I	78160	UNIFORM SUPPLIES POLICE	AP		R	4/06/2013		202.15	202.15CR	
		G/L ACCOUNT						202.15		
	001 5-110-2-64350	UNIFORMS/EQUIPMENT					202.15	UNIFORM SUPPLIES POLICE		
I	78166	UNIFORM SUPPLIES POLICE	AP		R	4/06/2013		105.95	105.95CR	
		G/L ACCOUNT						105.95		
	001 5-110-2-64350	UNIFORMS/EQUIPMENT					105.95	UNIFORM SUPPLIES POLICE		
		VENDOR TOTALS		REG. CHECK				44.75	44.75CR	0.00
								44.75	0.00	

01-2523 UNITED LABORATORIES

I	INV038942	DEGREASER #33	AP		R	3/07/2013		413.70	413.70CR	
		G/L ACCOUNT						413.70		
	810 5-899-2-63321	REPAIR PARTS					413.70	DEGREASER #33		
		VENDOR TOTALS		REG. CHECK				413.70	413.70CR	0.00
								413.70	0.00	

01-2562 VERMEER SALES & SERVICE INC

I	00506349	REPAIR PART #161	AP		R	4/06/2013		25.64	25.64CR	
		G/L ACCOUNT						25.64		
	810 5-899-2-63321	REPAIR PARTS					25.64	REPAIR PART #161		

PACKET: 01467 Council Mtg 031113 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 01118803		SUPER BLADE PLUS TREES	AP		R	4/06/2013		267.95	267.95CR	
		G/L ACCOUNT						267.95		
	001 5-221-2-65070	OPERATING SUPPLIES					267.95	SUPER BLADE PLUS TREES		
		VENDOR TOTALS		REG. CHECK				293.59	293.59CR	0.00
								293.59	0.00	

01-2574 WALMART COMMUNITY

I 1096		SUPPLIES FOR NEW FIRE STATI	AP		R	4/06/2013		323.36	323.36CR	
		G/L ACCOUNT						323.36		
	310 5-750-3-67500	NEW FIRE STATION					323.36	SUPPLIES FOR NEW FIRE STATION		
I 2353		SUPPLIES FOR NEW FIRE STATI	AP		R	4/06/2013		65.28	65.28CR	
		G/L ACCOUNT						65.28		
	310 5-750-3-67500	NEW FIRE STATION					65.28	SUPPLIES FOR NEW FIRE STATION		
I 2443		OFFICE SUPP-CENTRAL GARAGE	AP		R	4/06/2013		138.96	138.96CR	
		G/L ACCOUNT						138.96		
	810 5-899-2-65060	OFFICE SUPPLIES					138.96	OFFICE SUPP-CENTRAL GARAGE		
I 264		MISC & BLDG MAINT SUPPLIES	AP		R	4/06/2013		33.63	33.63CR	
		G/L ACCOUNT						33.63		
	835 5-899-2-65980	MISCELLANEOUS					19.88	MISC & BLDG MAINT SUPPLIES		
	001 5-650-2-63100	BUILDING MAINTENANCE & REPAIR					13.75	MISC & BLDG MAINT SUPPLIES		
I 34		OFFICE SUPPLIES	AP		R	4/06/2013		9.97	9.97CR	
		G/L ACCOUNT						9.97		
	001 5-299-2-65060	OFFICE SUPPLIES					9.97	OFFICE SUPPLIES		
I 3699		SUPPLIES FOR NEW FIRE STATI	AP		R	4/06/2013		34.16	34.16CR	
		G/L ACCOUNT						34.16		
	310 5-750-3-67500	NEW FIRE STATION					34.16	SUPPLIES FOR NEW FIRE STATION		
I 4746		MISC & OFFICE SUPPLIES POLI	AP		R	4/06/2013		73.76	73.76CR	
		G/L ACCOUNT						73.76		
	001 5-110-2-65980	MISCELLANEOUS					10.80	MISC & OFFICE SUPPLIES POLICE		
	001 5-110-2-65060	OFFICE SUPPLIES					62.96	MISC & OFFICE SUPPLIES POLICE		
I 6275		MISC SUPPLIES - ELECTRIC	AP		R	4/06/2013		48.56	48.56CR	
		G/L ACCOUNT						48.56		
	630 5-820-2-65980	MISCELLANEOUS					48.56	MISC SUPPLIES - ELECTRIC		
		VENDOR TOTALS		REG. CHECK				727.68	727.68CR	0.00
								727.68	0.00	

PACKET: 01467 Council Mtg 031113 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-2640 WENDLING QUARRIES INC

I 500505		31.40 TN MANSAND SNOW & ICE AP			R	4/06/2013		298.31	298.31CR	
		G/L ACCOUNT						298.31		
	001 5-250-2-65070	OPERATING SUPPLIES					298.31	31.40 TN MANSAND SNOW & ICE		
		VENDOR TOTALS						298.31	298.31CR	0.00
								298.31	0.00	

01-2700 XEROX CORPORATION

I 066708246		BASE CHARGE & METER CHARGES AP			R	4/06/2013		1,678.52	1,678.52CR	
		G/L ACCOUNT						1,678.52		
	835 5-899-2-64151	COMMERCIAL EQPT RENTAL & LEASE					989.09	BASE CHARGE & METER CHARGES		
	835 5-899-2-65070	OPERATING SUPPLIES					689.43	BASE CHARGE & METER CHARGES		
		VENDOR TOTALS						1,678.52	1,678.52CR	0.00
								1,678.52	0.00	

01-2735 ZEE MEDICAL INC

I 0158479697		SAFETY SUPPLIES ELECTRIC AP			R	4/06/2013		65.85	65.85CR	
		G/L ACCOUNT						65.85		
	630 5-820-2-65100	SAFETY					65.85	SAFETY SUPPLIES ELECTRIC		
		VENDOR TOTALS						65.85	65.85CR	0.00
								65.85	0.00	

PACKET: 01467 Council Mtg 031113 AL

VENDOR SET: 01

===== R E P O R T T O T A L S =====

FUND DISTRIBUTION

FUND NO#	FUND NAME	AMOUNT
001	GENERAL GOVERNMENT	9,744.97CR
002	COMMUNICATIONS - LOCAL AC	9.95CR
310	NEW FIRE STATION	1,872.37CR
600	WATER OPERATING	233.69CR
610	WASTEWATER/AKA SEWER REVE	188.00CR
630	ELECTRIC OPERATING	2,652.18CR
640	GAS OPERATING	606.29CR
660	AIRPORT OPERATING	82.95CR
670	GARBAGE COLLECTION	53.82CR
810	CENTRAL GARAGE	7,846.84CR
835	ADMINISTRATIVE SERVICES	9,040.81CR
** TOTALS **		32,331.87CR

----- 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	
REG-CHECKS		32,331.87	32,331.87CR	0.00
		32,331.87	0.00	
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		32,331.87	32,331.87CR	0.00
		32,331.87	0.00	

TOTAL CHECKS TO PRINT: 49

ERRORS: 0 WARNINGS: 0

AGENDA ITEM # L-2

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	March 11, 2013
AGENDA ITEM:	5K March Out of Madness
ACTION:	Motion

SYNOPSIS: Gayleen Gilbert is once again asking permission to conduct the Mach Out of Madness 5K run benefitting Family's First of Cedar County. The requested race date is Saturday, April 6, 2013 and she is currently working with Chief Holub on the location of the route. Staff is suggesting an approval of the date and race pending that the race route receives Police Chief approval.

BUDGET ITEM: N/A

MAYOR/COUNCIL ACTION: Motion to Approve.

RESPONSIBLE DEPARTMENT: City Manager

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/7/13

AGENDA ITEM # L-3

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	March 11, 2013
AGENDA ITEM:	USDA Refund Payment
ACTION:	Motion

SYNOPSIS: As part of the Vitense Drainage Ditch project, a small portion of Ray Vitense's property had to be removed from the Conservation Reserve Program. This was a City project; therefore, we agreed to reimburse the USDA for the .6 acres that was removed from the riparian buffer. This reimbursement to the USDA is in the amount of \$992.80 if paid by March 15, 2013.

BUDGET ITEM: N/A

MAYOR/COUNCIL ACTION: Motion to Approve.

RESPONSIBLE DEPARTMENT: City Manager

ATTACHMENTS: Letter of Reimbursement Request from USDA

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/7/13



Farm and Foreign
Agricultural
Services

Farm
Service
Agency

Cedar County FSA Office
205 W South Street, Suite 3
Tipton, IA 52772

February 27, 2013

Raymond and Barbara Vitense
1152 220th Street
Tipton, IA 52772

Dear Raymond and Barbara:

This letter is to follow up on .6 acres from Conservation Reserve Program (CRP) Contract 2140. This is the area on which the City of Tipton constructed a drainage ditch. The .6 acres is part of 6.8 acres that was enrolled in a 15-year CRP contract which doesn't expire until September 30, 2018.

Because the ground has been removed from the Riparian Buffer practice, as it was enrolled, the request for termination and refund of payments are the next step in this process.

Our office will have the termination paperwork ready for your signatures by Friday March 1, 2013. Please stop in by March 15, 2013 to sign the papers. The refund amount, calculated to March 15, 2013, is \$992.80. I've attached the paperwork showing the calculations.

It appears from our previous correspondence with the Steve Nash, Doug Bolt, and Jack Pope their intention was to pay the refund since the ground removed from CRP was the result of a city project. We will need you to work with Steve Nash, Director of Public Work with the City of Tipton to figure out those details. We've calculated the refund to March 15, 2013. If the actual repayment date will be different than the 15th, please let us know; the refund can be adjusted.

Please contact our office if you have any questions at 563.886.6061 –ext 2.

Sincerely,

Devalyn Wilson
County Executive Director

Enc: Refund Calculations – 4 pages

cc: Steve Nash- Director of Public Works, City of Tipton
Chris Nosbisch- City Manager, City of Tipton



USDA is an equal opportunity provider, employer, and lender.

CRP Refund Worksheet

Contract Number
 Contract Acres
 Per Acre Rental Rate
 Amount of First Year Annual Payment

Producer:
 Farm No.:

Date entries need to be in mm/dd/yyyy format - ie. 03/04/2003.

Annual Payments	Refund Acres	Refund Date	Issue Dates	Interest in effect on the issue dates	Pmt Reductions (\$) (if Applicable)	1st Annual Payment	2nd Annual Payment	3rd Annual Payment	4th Annual Payment	5th Annual Payment	6th Annual Payment	7th Annual Payment	8th Annual Payment	9th Annual Payment	10th Annual Payment	11th Annual Payment	12th Annual Payment	13th Annual Payment	14th Annual Payment
<input type="text" value="0.6"/>	<input type="text" value="3/15/2013"/>		10/4/2004	2.000%															
			10/11/2005	3.875%															
			10/5/2006	5.000%															
			10/17/2007	4.250%															
			10/6/2008	2.000%															
			10/13/2009	0.375%															
			10/5/2010	0.250%															
			10/3/2011	0.125%															
			10/9/2012	0.125%															

Control #	1st Cost Share Pmt	2nd Cost Share Pmt	3rd Cost Share Pmt	PIP Payment	SIP Payment
2004 0043		2006 0002			
	\$175.00	\$19.00		\$140.00	\$84.00
	5/27/2004	1/16/2005		5/27/2004	1/6/2004
	1.250%	4.000%		1.250%	1.375%

Amount of C/S paid for acres being refunded Amount of PIP/SIP paid for acres being refunded
 Date C/S paid Date PIP/SIP paid
 Interest in effect on date C/S were paid Interest in effect on date PIP/SIP was paid

Liquidated Damages
 Are liquidated damages to be charged? (enter yes or no)

Annual Payments plus interest

Annual Payments	No. of Days	Principal	Interest Rate	Interest Due For This Payment
1st	3084	\$39	2.000%	\$6.59
2nd	2712	\$52	3.875%	\$14.97
3rd	2353	\$52	5.000%	\$16.76
4th	1976	\$52	4.250%	\$11.96
5th	1621	\$52	2.000%	\$4.62
6th	1249	\$52	0.375%	\$0.67
7th	892	\$52	0.250%	\$0.32
8th	529	\$52	0.125%	\$0.09
9th	157	\$52	0.125%	\$0.03
10th			0.000%	
11th			0.000%	
12th			0.000%	
13th			0.000%	
14th			0.000%	

Subtotal \$455 plus \$56.01 equals \$511.01

Cost Share payments plus interest

Cost Shares Paid	No. of Days	Amount of Cost Shares	Interest Rate	Interest Due For This Cost Share
1st	3214	\$175.00	1.250%	\$19.26
2nd	2676	\$19.00	4.000%	\$5.57
3rd			0.000%	

Subtotal \$194.00 plus \$24.83 equals \$218.83

PIP and SIP Payment plus interest

PIP/SIP	No. of Days	Amount of PIP/SIP Payment	Interest Rate	Interest Due For This Payment
PIP	3214	\$140.00	1.250%	\$15.41
SIP	3356	\$84.00	1.375%	\$10.62

Subtotal \$224.00 plus \$26.03 equals \$250.03

Liquidated Damages

Liquidated Damages

\$12.93

Total Refund \$992.80

Interest Rates for CRP Refunds

DISBURSEMENT MONTH	1990 RATES	1991 RATES	1992 RATES	1993 RATES	1994 RATES	1995 RATES	1996 RATES	1997 RATES	1998 RATES	1999 RATES	2000 RATES	2001 RATES	2002 RATES	2003 RATES	2004 RATES	2005 RATES	2006 RATES	
JANUARY	7.750%	7.125%	4.500%	3.750%	3.625%	7.000%	5.375%	5.500%	5.500%	4.500%	5.750%	5.875%	2.250%	1.500%	1.375%	1.375%	2.625%	4.375%
FEBRUARY	7.875%	6.750%	4.125%	3.625%	3.625%	7.125%	5.125%	5.625%	5.375%	4.500%	6.000%	5.000%	2.125%	1.375%	1.250%	1.250%	2.750%	4.375%
MARCH	8.125%	6.375%	4.250%	3.375%	3.750%	6.875%	4.875%	5.500%	5.250%	4.625%	6.250%	4.750%	2.250%	1.375%	1.250%	3.000%	4.625%	
APRIL	8.250%	6.375%	4.625%	3.375%	4.250%	6.500%	5.250%	5.625%	5.375%	4.750%	6.250%	4.375%	2.375%	1.250%	1.250%	3.250%	4.750%	
MAY	8.375%	6.250%	4.375%	3.250%	4.625%	6.375%	5.500%	6.000%	5.375%	4.750%	6.250%	4.125%	2.625%	1.250%	1.250%	3.375%	4.875%	
JUNE	8.375%	6.125%	4.250%	3.250%	5.250%	6.125%	5.625%	5.875%	5.500%	4.750%	6.250%	3.750%	2.375%	1.250%	1.625%	3.375%	5.000%	
JULY	8.125%	6.250%	4.250%	3.500%	5.250%	5.750%	5.750%	5.750%	5.375%	5.000%	6.250%	3.625%	2.250%	1.000%	2.000%	3.375%	5.125%	
AUGUST	8.000%	6.375%	3.750%	3.500%	5.375%	5.500%	5.875%	5.625%	5.375%	5.125%	6.125%	3.625%	2.000%	1.125%	2.125%	3.500%	5.250%	
SEPTEMBER	7.750%	6.000%	3.500%	3.500%	5.500%	5.750%	5.750%	5.500%	5.250%	5.125%	6.125%	3.500%	1.750%	1.250%	2.000%	3.875%	5.125%	
OCTOBER	7.875%	5.625%	3.375%	3.375%	5.625%	5.625%	5.875%	5.500%	4.875%	5.250%	6.125%	3.250%	1.750%	1.250%	2.000%	3.875%	5.000%	
NOVEMBER	7.625%	5.375%	3.125%	3.375%	6.000%	5.625%	5.625%	5.500%	4.250%	5.375%	6.000%	2.375%	1.625%	1.250%	2.250%	4.000%	5.000%	
DECEMBER	7.375%	5.125%	3.625%	3.500%	6.375%	5.500%	5.500%	5.500%	4.375%	5.500%	6.125%	2.125%	1.500%	1.375%	2.375%	4.375%	5.000%	

Interest Rates for CRP Refunds

DISBURSEMENT MONTH	2007 RATES	2008 RATES	2009 RATES	2010 RATES	2011 RATES	2012 RATES	2013 RATES	2014 RATES	2015 RATES	2016 RATES	2017 RATES	2018 RATES	2019 RATES	2020 RATES
JANUARY	5.000%	3.250%	0.625%	0.375%	0.250%	0.125%	0.125%							
FEBRUARY	5.000%	3.125%	0.375%	0.375%	0.250%	0.125%	0.125%							
MARCH	5.125%	2.125%	0.500%	0.375%	0.250%	0.125%								
APRIL	5.000%	1.625%	0.625%	0.375%	0.250%	0.125%								
MAY	4.875%	1.625%	0.625%	0.500%	0.250%	0.125%								
JUNE	4.875%	2.000%	0.500%	0.375%	0.250%	0.125%								
JULY	5.000%	2.375%	0.500%	0.375%	0.125%	0.250%								
AUGUST	5.000%	2.375%	0.500%	0.250%	0.125%	0.250%								
SEPTEMBER	4.750%	2.250%	0.500%	0.250%	0.125%	0.125%								
OCTOBER	4.250%	2.000%	0.375%	0.250%	0.125%	0.125%								
NOVEMBER	4.125%	1.500%	0.375%	0.250%	0.125%	0.125%								
DECEMBER	3.750%	1.250%	0.375%	0.250%	0.125%	0.125%								

AGENDA ITEM # L-4

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	March 11, 2013
AGENDA ITEM:	Tipton Masonic Cemetery Contract
ACTION:	· Motion

SYNOPSIS: Bids for the maintenance of the Tipton Masonic Cemetery were received at City Hall on Monday, March 4, 2013. There were two bidders for the project, Chris Tholen and Michael Scheer. Chris Tholen had the low bid for all three years and the Cemetery Committee is recommending that we accept his bid. The bids have been attached for you to review. The bids were as follows:

	Mike Scheer	Chris Tholen
2013-2014	\$37,400.00	\$26,000.00
2014-2015	\$37,980.00	\$27,000.00
2015-2016	\$38,575.00	\$28,000.00
Hourly Rate	\$28.00/hour	\$20.00/hour

BUDGET ITEM: N/A

MAYOR/COUNCIL ACTION: Motion to Approve.

RESPONSIBLE DEPARTMENT: City Manager

ATTACHMENTS: Bid Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/7/13

TIPTON MASONIC CEMETARY CONTRACT

PROJECT NAME: Tipton Masonic Cemetery Sexton Contract
ADDRESS: 407 Lynn Street
Tipton, IA 52772

TO: City of Tipton, hereinafter referred to as the "PUBLIC AGENCY"
ADDRESS: 407 Lynn Street
Tipton, IA 52772

FROM: Chris Tholen, hereinafter referred to as the "CONTRACTOR"
ADDRESS: 755 Cedar Valley Road
Tipton, IA 52772

GENERAL CONDITIONS

1. The Bid and Proposal shall be accepted by the PUBLIC AGENCY at a public meeting of the City Council on March 11, 2013.
2. A written Proceed Order shall be issued within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and Proposal, and the CONTRACTOR shall not commence work until he/she has received such notice. If the CONTRACTOR does not receive the Proceed Order within 30 days of submittal, the CONTRACTOR has the option of withdrawing his/her Bid and Proposal.
3. The PUBLIC AGENCY will utilize the appointed CEMETARY COMMITTEE to administer this contract. The Public Works Director for the City of Tipton shall be responsible to communicate any violations of the contract to the CEMETARY COMMITTEE for review.
4. The CONTRACTOR shall satisfactorily complete all work within the calendar year beginning March 15, 2013 to March 15, 2014 after the issuance of the Proceed Order.
5. Payment under this Contract shall be:
12 **PROGRESS PAYMENTS.** Progress payments, at a frequency not to exceed one payment per month, shall be made by the PUBLIC AGENCY.
6. The CONTRACTOR shall be required and agrees to:

- a. Furnish evidence of the following minimum insurance coverage and limits:

<u>Class of Coverage</u>	<u>Property Damage</u>
Liability Insurance	\$1,000,000 to \$2,000,000
Worker's Compensation	Statutory

The CONTRACTOR shall submit a Certificate of Coverage to the PUBLIC AGENCY for approval and no cancellation or change in coverage shall be permitted without a written notice of such change or cancellation, which must be presented to the PUBLIC AGENCY ten days prior to any such alteration. If coverage is due to expire during the contract period, a new Certificate of Coverage shall be presented to the PUBLIC AGENCY.

- b. Perform all work in accordance with the Project Specifications. Where the Project Specifications are silent or ambiguous, the CONTRACTOR shall immediately contact the PUBLIC WORKS DIRECTOR for appropriate instructions.
- c. During the performance of this Contract, the CONTRACTOR agrees as follows:
1. He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. He/she will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. He/she further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. He/she shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 3. He/she shall comply with all provisions of Executive Order 11246 of September 24, 1965, and with the rules, regulations and relevant orders of the Secretary of Labor.
- d. He/she shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work.
- e. He/she shall not assign or modify this Contract without written consent from the PUBLIC AGENCY. Such a request shall be made in writing and shall be addressed to the PUBLIC AGENCY.
- f. He/she shall permit the PUBLIC AGENCY to examine and inspect the work on a continuing basis.

7. The CONTRACTOR will defend, indemnify and hold harmless the PUBLIC AGENCY and its officers, commissioners and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
8. No modification of this Contract shall be made except with written Change Order, signed by the CONTRACTOR, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.
9. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
10. This Contract consists of the Bid and Proposal, including acceptance by the PUBLIC AGENCY, and the following documents incorporated herein by reference and identified as follows:

"EXHIBIT A" PROJECT SPECIFICATIONS

11. Disputes or claims pertaining to the Project Specifications, or workmanship will be mediated by the CEMETARY COMMITTEE appointed by the PUBLIC AGENCY and a written determination of finding will be provided to the CONTRACTOR. If any interested party desires to contest such determination, a written request for appeal shall be submitted to the CITY COUNCIL for review and determination. The decision of the CITY COUNCIL shall be final and binding on all interested parties.
12. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the PUBLIC AGENCY may after seven (7) days written notice from the PUBLIC AGENCY'S designated project administrator to the CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. If the unpaid balance of the contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the PUBLIC AGENCY.

The PUBLIC AGENCY reserves the right to terminate this Contract for reasonable cause. Reasonable cause shall be generally defined as any action, which demonstrates unwillingness on the part of the CONTRACTOR to carry out the work in a timely and workmanlike manner. Such actions may be explicit or implicit and include, but are not necessarily limited to:

- a. Failure by the CONTRACTOR to fulfill the requirements of the contract as specified within the project specifications;
- b. Flagrant disregard by the CONTRACTOR of the rights of the PUBLIC AGENCY under this Contract, including the misrepresentation of any provision of the Project Specifications;

- c. Consistent production of unacceptable work by the CONTRACTOR. The CEMETARY COMMITTEE shall be the interpreter of the conditions of termination of this contract and the sole judge of its performance. Upon recommendation from the CEMETARY COMMITTEE, the PUBLIC AGENCY shall provide the CONTRACTOR seven (7) days written notice of termination and the CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.
13. The CONTRACTOR and his/her subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.
 14. The CONTRACTOR is responsible for supplying and maintaining any and all equipment associated with carrying out the Project Specifications.
 15. This contract will be in effect for a three year period, with an annual review by the CEMETARY COMMITTEE occurring the week of March 15th in each calendar year of the contract. Upon successful review of the CONTRACTOR, the contract may be continued through the following calendar year. Should the CEMETARY COMMITTEE find that the completion of the project specifications by the CONTRACTOR unsatisfactory, they may issue a notice of termination as specified within this contract.
 16. Termination. The PUBLIC AGENCY has the right to terminate the Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least seven days before the effective date of such termination.
 17. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, no additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the PUBLIC AGENCY.

BID AND PROPOSAL

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract identified in Section 10 of the General Conditions for the lump sum of

Year 1 – March 15, 2013 – March 15, 2014	<u>\$26,000.⁰⁰</u>
Year 2 – March 16, 2014 – March 15, 2015	<u>\$27,000.⁰⁰</u>
Year 3 – March 16, 2015 – March 15, 2016	<u>\$28,000.⁰⁰</u>

The CONTRACTOR agrees to the following hourly rate ^{\$20.⁰⁰/hr} for any item requested by the PUBLIC AGENCY not listed within the Project Specifications. This amount includes all sales and other taxes. The undersigned agree to all provisions of this Contract.

CONTRACTOR: Chris Thelen

DATE: 2-28-13

OWNER/PUBLIC AGENCY: _____

City of Tipton

DATE: _____

TIPTON MASONIC CEMETARY CONTRACT BID

Necessary lawn care and maintenance at the Tipton Masonic Cemetery as laid out in the project specifications provided by the City of Tipton. Attached are the completed contract forms which cover the dates March 15, 2013 to March 15, 2015. Current bid submitted by Chris Thelen is \$28,000.00 for year one, \$27,000.00 for year two, and \$28,000.00 for year three with a \$20.00 per hour expectation for any time requested by the City of Tipton that is not listed within the project specifications. Necessary arrangements for insurance coverage will also be made by Chris Thelen.

Following is a list of equipment owned and operated by Chris Thelen. Any other equipment deemed necessary will be purchased by Chris Thelen.

- 2011 50" zero turn Country Clipper Lawn Mower
- Stihl Trimmer
- John Deere 370 Skid Loader
- Backhoe attachment for Skid Loader
- Snowblower attachment for Skid Loader
- 3 Trucks with Snow Blows
- Dump Truck
- Self-Propelled 24" Snow Blower
- 2 Small Topblt Snow Blowers
- Stihl Leaf Blower
- Stihl 14" Chainsaw
- Stihl 20" Chainsaw

Thank you for your time and consideration of this bid. If you have any questions please call the phone number listed above.

Chris Tholen
755 Cedar Valley Road
Tipton, IA 52772
Phone: 563-889-3552

TIPTON MASONIC CEMETARY CONTRACT BID

Necessary lawn care and maintenance at the Tipton Masonic Cemetery as laid out in the project specifications provided by the City of Tipton. Attached are the completed contract forms which cover the dates March 15, 2013 to March 16, 2015. Current bid submitted by Chris Tholen is \$26,000.00 for year one, \$27,000.00 for year two, and \$28,000.00 for year three with a \$20.00 per hour expectation for any item requested by the City of Tipton that is not listed within the project specifications. Necessary arrangements for insurance coverage will also be made by Chris Tholen.

Following is a list of equipment owned and operated by Chris Tholen. Any other equipment deemed necessary will be purchased by Chris Tholen.

- 2011 60" zero turn Country Clipper Lawn Mower
- Stihl Trimmer
- John Deere 270 Skid Loader
- Backhoe attachment for Skid Loader
- Snowblower attachment for Skid Loader
- 3 trucks with Snow Plows
- Dump Truck
- Self-Propelled 24" Snow Blower
- 2 Small Troybilt Snow Blowers
- Stihl Leaf Blower
- Stihl 14" Chainsaw
- Stihl 20" Chainsaw

Thank you for your time and consideration of this bid. If you have any questions please call the phone number listed above.

TIPTON MASONIC CEMETARY CONTRACT

PROJECT NAME: Tipton Masonic Cemetery Sexton Contract
ADDRESS: 407 Lynn Street
Tipton, IA 52772

TO: City of Tipton, hereinafter referred to as the "PUBLIC AGENCY"
ADDRESS: 407 Lynn Street
Tipton, IA 52772

FROM: Michael Scheer, hereinafter referred to as the "CONTRACTOR"
ADDRESS: 405 9th Ave
Clarence IA 52716

GENERAL CONDITIONS

1. The Bid and Proposal shall be accepted by the PUBLIC AGENCY at a public meeting of the City Council on 03-11-2013.
2. A written Proceed Order shall be issued within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and Proposal, and the CONTRACTOR shall not commence work until he/she has received such notice. If the CONTRACTOR does not receive the Proceed Order within 30 days of submittal, the CONTRACTOR has the option of withdrawing his/her Bid and Proposal.
3. The PUBLIC AGENCY will utilize the appointed CEMETARY COMMITTEE to administer this contract. The Public Works Director for the City of Tipton shall be responsible to communicate any violations of the contract to the CEMETARY COMMITTEE for review.
4. The CONTRACTOR shall satisfactorily complete all work within the calendar year beginning March 15, 2013 to March 15, 2014 after the issuance of the Proceed Order.
5. Payment under this Contract shall be:
PROGRESS PAYMENTS. Progress payments, at a frequency not to exceed one payment per month, shall be made by the PUBLIC AGENCY.
6. The CONTRACTOR shall be required and agrees to:

- a. Furnish evidence of the following minimum insurance coverage and limits:

<u>Class of Coverage</u>	<u>Property Damage</u>
Liability Insurance	\$1,000,000 to \$2,000,000
Worker's Compensation	Statutory

The CONTRACTOR shall submit a Certificate of Coverage to the PUBLIC AGENCY for approval and no cancellation or change in coverage shall be permitted without a written notice of such change or cancellation, which must be presented to the PUBLIC AGENCY ten days prior to any such alteration. If coverage is due to expire during the contract period, a new Certificate of Coverage shall be presented to the PUBLIC AGENCY.

- b. Perform all work in accordance with the Project Specifications. Where the Project Specifications are silent or ambiguous, the CONTRACTOR shall immediately contact the PUBLIC WORKS DIRECTOR for appropriate instructions.
- c. During the performance of this Contract, the CONTRACTOR agrees as follows:
1. He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. He/she will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. He/she further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. He/she shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 3. He/she shall comply with all provisions of Executive Order 11246 of September 24, 1965, and with the rules, regulations and relevant orders of the Secretary of Labor.
- d. He/she shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work.
- e. He/she shall not assign or modify this Contract without written consent from the PUBLIC AGENCY. Such a request shall be made in writing and shall be addressed to the PUBLIC AGENCY.
- f. He/she shall permit the PUBLIC AGENCY to examine and inspect the work on a continuing basis.

7. The CONTRACTOR will defend, indemnify and hold harmless the PUBLIC AGENCY and its officers, commissioners and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
8. No modification of this Contract shall be made except with written Change Order, signed by the CONTRACTOR, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.
9. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
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"EXHIBIT A" PROJECT SPECIFICATIONS

11. Disputes or claims pertaining to the Project Specifications, or workmanship will be mediated by the CEMETARY COMMITTEE appointed by the PUBLIC AGENCY and a written determination of finding will be provided to the CONTRACTOR. If any interested party desires to contest such determination, a written request for appeal shall be submitted to the CITY COUNCIL for review and determination. The decision of the CITY COUNCIL shall be final and binding on all interested parties.
12. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the PUBLIC AGENCY may after seven (7) days written notice from the PUBLIC AGENCY'S designated project administrator to the CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. If the unpaid balance of the contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the PUBLIC AGENCY.

The PUBLIC AGENCY reserves the right to terminate this Contract for reasonable cause. Reasonable cause shall be generally defined as any action, which demonstrates unwillingness on the part of the CONTRACTOR to carry out the work in a timely and workmanlike manner. Such actions may be explicit or implicit and include, but are not necessarily limited to:

- a. Failure by the CONTRACTOR to fulfill the requirements of the contract as specified within the project specifications;
- b. Flagrant disregard by the CONTRACTOR of the rights of the PUBLIC AGENCY under this Contract, including the misrepresentation of any provision of the Project Specifications;

- c. Consistent production of unacceptable work by the CONTRACTOR. The CEMETARY COMMITTEE shall be the interpreter of the conditions of termination of this contract and the sole judge of its performance. Upon recommendation from the CEMETARY COMMITTEE, the PUBLIC AGENCY shall provide the CONTRACTOR seven (7) days written notice of termination and the CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.
13. The CONTRACTOR and his/her subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.
 14. The CONTRACTOR is responsible for supplying and maintaining any and all equipment associated with carrying out the Project Specifications.
 15. This contract will be in effect for a three year period, with an annual review by the CEMETARY COMMITTEE occurring the week of March 15th in each calendar year of the contract. Upon successful review of the CONTRACTOR, the contract may be continued through the following calendar year. Should the CEMETARY COMMITTEE find that the completion of the project specifications by the CONTRACTOR unsatisfactory, they may issue a notice of termination as specified within this contract.
 16. Termination. The PUBLIC AGENCY has the right to terminate the Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least seven days before the effective date of such termination.
 17. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, no additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the PUBLIC AGENCY.

BID AND PROPOSAL

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract identified in Section 10 of the General Conditions for the lump sum of

Year 1 – March 15, 2013 – March 15, 2014	\$ 37,400.00
Year 2 – March 16, 2014 – March 15, 2015	\$ 37,980.00
Year 3 – March 16, 2015 – March 15, 2016	\$ 38,575.00

The CONTRACTOR agrees to the following hourly rate ~~28.00~~ for any item requested by the PUBLIC AGENCY not listed within the Project Specifications. This amount includes all sales and other taxes. The undersigned agree to all provisions of this Contract.

CONTRACTOR: MDJ

DATE: 03-04-2013

OWNER/PUBLIC AGENCY: _____

City of Tipton

DATE: _____



1101 Old Marion Road NE
Cedar Rapids, IA 52402

t: 319-862-0384

Invoice

Date	Invoice #
2/3/2013	3153

Bill To
City of Tipton City Hall Chris Nosbisch 407 Lynn Street Tipton, Iowa 52772

Project				P.O. No.		Terms	Project #	
06017 Tipton Fire Station						Net 30	06017	
Item	Description	Base Fee	Prior Req...	Prior %	Curr %	Total %	Current Re...	
Schematic ...	Schematic Design (Phase One)	16,000.00	16,000.00	100.00%	0.00%	100.00%	0.00	
Schematic ...	Schematic Design (Phase Two)	8,000.00	8,000.00	100.00%	0.00%	100.00%	0.00	
Design De...	Design Development	48,000.00	48,000.00	100.00%	0.00%	100.00%	0.00	
Constructio...	Construction Documents	56,000.00	56,000.00	100.00%	0.00%	100.00%	0.00	
Bidding/Ne...	Bidding/Negotiation	8,000.00	8,000.00	100.00%	0.00%	100.00%	0.00	
Constructio...	Construction Administration	24,000.00	22,800.00	95.00%	5.00%	100.00%	1,200.00	
	PROGRESS BILLING is based on 8% fee of Construction Cost with Preliminary estimated Construction Cost of \$2,000,000. Final Fee will be adjusted accordingly once final construction cost is determined.							
Additional ...	Additional Services - FEMA PreAward	8,000.00	8,000.00	100.00%	0.00%	100.00%	0.00	
Additional ...	Additional Services - FEMA Architectural and Structural Design	28,000.00	28,000.00	100.00%	0.00%	100.00%	0.00	
Additional ...	Additional Services - FEMA Peer Review	3,000.00	3,000.00	100.00%	0.00%	100.00%	0.00	
Additional ...	Additional Services - FEMA Special Inspections	10,000.00	10,000.00	100.00%	0.00%	100.00%	0.00	
Thank you for your business.		Amount Due This Invoice					\$1,200.00	

AGENDA ITEM # L-5

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE: March 11, 2013
AGENDA ITEM: One Time Water and Sewer Adjustment
ACTION: Motion

SYNOPSIS: Attached are a letter and a current utility bill from Dale Kunde requesting a one-time water and sewer adjustment for her property located 111 East 4th Street. For the council's reference, below is the language of the ordinance the council approved in June 2009. If the council would approve the request, this would reduce the water portion of the bill from \$134.71 to \$9.15 and the sewer portion of the bill from \$115.19 to \$7.33. Total credit is \$242.57.

2-2-33 WATER ADJUSTMENT. Upon application to and at the discretion of the Tipton City Council, each customer or address within the Corporate Limits of the City of Tipton may be allowed a one-time adjustment on the water bill at that address or meter with an adjustment cap of \$250.00. A twelve month average billing amount will be established from the twelve immediate previous billing cycles. The customer will pay no less than the average of those previous twelve 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 ordinance then the one-time sewer adjustment under 2-4-9 must also be used at the same time.

BUDGET ITEM: N/A

MAYOR/COUNCIL ACTION: Motion to Approve.

RESPONSIBLE DEPARTMENT: City Manager

ATTACHMENTS: Billing Calculations

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/7/13

03/01/2013

TIPTON CITY COUNCIL COMMUNITY

DATE: March 11, 2013

AGENDA ITEM: One Time Water and Sewer Adjustment

ACTION: Motion

City Council

May I please have the one time water usage exemption on account #08-0920-00.

Thank you for consideration.

Sincerely



Dale Kunde

BUDGET ITEM: N/A

MAJORITY COUNCIL ACTION: Motion to Approve

RESPONSIBLE DEPARTMENT: City Manager

ATTACHMENTS: Billing Calculations

DATE PREPARED: 3/1/13

PREPARED BY: Chris Nossisch



CITY OF TIPTON
 407 Lynn St
 Tipton, IA 52772-1699
 (563) 886-6187

Account Number	Amount Due
08-0920-00	\$240.00
Due Date	After Due Date Pay
03/20/2013	PAID BY DRAFT
Service Address	
111 EAST 4TH ST	

There will be a \$20.00 charge on all returned checks.
 Please return this portion with your payment.
 When paying in person, please bring both portions of this bill.

CRRT CIAMP

DALE KUNDE
 105 E 4TH ST
 TIPTON IA 52772

CITY OF TIPTON
 407 Lynn St
 Tipton, IA 52772-1699



Please return this portion with your payment. When paying in person please bring both portions of this bill.

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name		Service Address			Account Number	
DALE KUNDE		111 EAST 4TH ST			08-0920-00	
Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
ACTIVE	01/02/2013	02/01/2013	30	02/27/2013	03/21/2013	03/20/2013

PREVIOUS BALANCE 326.71
 PAYMENTS 240.00-
 ADJUSTMENTS 86.71-

CURRENT		PREVIOUS	
DATE	READING	DATE	READING
02/01/2013	4862	01/02/2013	4851
02/01/2013	8776	01/02/2013	8273
02/01/2013	6139	01/02/2013	5681

CURRENT BALANCE \$0.00

11 COMMERCIAL ELECTRI 1.25
 ENERGY ADJ 0.0247 0.27
 5030 COMMERCIAL WATER 9.15 143.86
 458 COMMERCIAL GAS 54.96
 GAS COST 0.5000 229.00
 5030 COMMERCIAL SEWER 7.33 115.19
 C-EL BASE CHARGE 8.00
 C-SWR BASIC CHARGE 13.00
 C-WTR BASIC CHARGE 10.00
 C-GAS BASIC CHARGES 5.00
 SALES TAX 40.64
 ACTUAL BILL \$378.60 621.17
 AMP ADJUSTMENT 381.17-
 RESERVE 128.59

ELEC USAGE - PREV YEAR : 16
 WATER USAGE - PREV YEAR : 480
 GAS USAGE - PREV YEAR : 487

BUDGET BILLING \$240.00

AMOUNT DUE \$240.00

*** DO NOT PAY - PAID BY DRAFT***



P & E ENGINEERING CO. POWER SYSTEM ANALYSIS AND DESIGN

245 S. 5th St., PO Box 620, Cullida, IA 50047
 515-989-3083 • FAX 515-989-3199
 E-MAIL: peengr@peengr.com

Allen R. Powers, P.E.
 Timothy G. Ernst, P.E.
 Richard D. Kling, P.E.
 Dennis L. Blumberg, P.E.

March 04, 2013

Chris Nobsisch
 City of Tipton
 407 Lynn Street
 Tipton, IA 52772

Re: Substation Material Package

Dear Chris:

Enclosed herewith are copies of three (3) invoices submitted by Hamby Young in the amounts of \$26,913.81, \$0.00, and \$0.00. Invoices #583621 and #586605 are a zero dollar invoices for confirming items shipped. Invoice #587416 is a summary invoice for material shipped within the past month (Invoices#583621 and #586605).

	Contract Amount	Amount with Tax
Original Contract Amount	\$185,209.00	
Change Order #1 - net increase or (decrease)	\$3,738.00	
Change Order #2 - net increase or (decrease)	\$1,071.00	
Change Order #3 - net increase or (decrease)	\$24,682.54	
Contract with Change Orders	\$214,700.54	
Invoice #551088 (June, 2012)	\$6,217.00	\$6,580.02
Invoice #556109 (July, 2012)	\$73,856.00	\$78,287.36
Invoice #561931 (August, 2012)	\$10,930.00	\$11,585.80
Invoice #567057 (September, 2012)	\$43,770.00	\$46,386.20
Invoice #572683 (October, 2012)	\$13,114.40	\$13,901.26
Invoice #575537 (November, 2012)	\$28,896.00	\$30,629.76
Invoice #578015 (December, 2012)	\$7,605.00	\$8,061.30
Invoice #581825 (January, 2013)	\$4,921.75	\$5,217.06
Invoice #587416 (February, 2013)	\$25,390.39	\$26,913.81
Remaining Contract Amount	\$0.00	

The invoices appear to be in order and are approved for payment in the amount of \$26,913.81. This completes the invoicing for the Substation Material Package.
 P&E Engineering Company

March 04, 2013

Please contact me at 515-989-3083, if you have any questions.

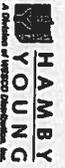
Sincerely,

P&E Engineering Company

Joel Scott, P.E.

Enclosures: Hamby Young Invoice #587416
 Hamby Young Invoice #583621
 Hamby Young Invoice #586605

March 04, 2013



330-952-9444
1246 DANNER DRIVE
ALBORA OH 44202

CUSTOMER NUMBER	12086 - 01	INVOICE DATE	02-28-13	PACKING SLIP NO.	58738901	INVOICE NUMBER	687418
BRANCH CODE	7872	CUSTOMER ORDER NUMBER	TIPTON SUBSTATION	PAGE	1 of 1		

SHIP TO: HAMBY YOUNG

P.O. BOX 64242
PITTSBURGH PA 15222 2432

SHIP TO:
TIPTON SUBSTATION
407 LYON STREET
TIPTON IA 52772

PROJECT NAME: ORDERED BY

SHIPPING DATE & ROUTING	02-22-13	FOB	PPD	SHIPPING TERMS	PPD & CHG	NO. OF INVOICES	1	BL	N	RETURNS MATERIAL WILL NOT BE ACCEPTED WITHOUT AUTHORIZATION
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LINE NO.	CATALOG NUMBER AND DESCRIPTION	L.O. NUMBER	QUANTITY SHIPPED	BALANCE DUE	UNIT PRICE	SELLING PRICE		EXTENSION
						UM	DISCOUNT	
010	ANY PRODUCT HALLMARK							
011	TIPTON SUBSTATION							
013	MISC CONTRACT BILLING	08-8888-	1	0	25390.390 E			25390.39
								25390.39
								1523.42

PLEASE REFER TO THE TERMS AND CONDITIONS CONTAINED IN A SEPARATE AGREEMENT THAT ACCOMPANIES THIS ORDER. THESE TERMS AND CONDITIONS ARE AVAILABLE AT WWW.HAMBY-YOUNG.COM. ALL SALES ARE FINAL. ALL SALES ARE SUBJECT TO CREDIT REVIEW. ALL SALES ARE SUBJECT TO A 1.5% PER MONTH OR PARTIAL DEFERRED BY LAW.

TOTAL	26913.81
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330-952-9444
1246 DANNER DRIVE
ALBORA OH 44202

CUSTOMER NUMBER	12086 - 01	INVOICE DATE	02-28-13	PACKING SLIP NO.	57487301	INVOICE NUMBER	888821
BRANCH CODE	7872	CUSTOMER ORDER NUMBER	TIPTON SUBST	PAGE	1 of 8		

SHIP TO: HAMBY YOUNG

P.O. BOX 64242
PITTSBURGH PA 15222 2432

SHIP TO:
TIPTON SUBSTATION
407 LYON STREET
TIPTON IA 52772

PROJECT NAME: ORDERED BY

SHIPPING DATE & ROUTING	02-08-13	FOB	PPD	SHIPPING TERMS	NO CHG	NO. OF INVOICES	1	BL	N	RETURNS MATERIAL WILL NOT BE ACCEPTED WITHOUT AUTHORIZATION
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LINE NO.	CATALOG NUMBER AND DESCRIPTION	L.O. NUMBER	QUANTITY SHIPPED	BALANCE DUE	UNIT PRICE	SELLING PRICE		EXTENSION
						UM	DISCOUNT	
010	ANY PRODUCT HALLMARK							
011	TIPTON SUBSTATION							
013	MISC CONTRACT BILLING	08-8888-	12	0	.0000 E			.00
								.00

PLEASE REFER TO THE TERMS AND CONDITIONS CONTAINED IN A SEPARATE AGREEMENT THAT ACCOMPANIES THIS ORDER. THESE TERMS AND CONDITIONS ARE AVAILABLE AT WWW.HAMBY-YOUNG.COM. ALL SALES ARE FINAL. ALL SALES ARE SUBJECT TO CREDIT REVIEW. ALL SALES ARE SUBJECT TO A 1.5% PER MONTH OR PARTIAL DEFERRED BY LAW.

TOTAL	.00
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APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 109378

Page 1

To Owner: P & E Engineering Co
PO Box 620
Carlisle, IA 50047

Project: 26A67260 P&E Engineering/City of Tipton,
Substation Conv.

Application No.: 2
Application Date: 2/5/2013
Period To: 2/3/2013

Distribution to:
 Owner
 Architect
 Contractor

From Contractor: Tri-City Electric Company of Iowa Architect
6225 N Brady Street
Davenport, IA 52806

Project Nos:
Contract Date:

Contract For:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached.

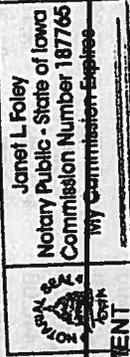
1. Original Contract Sum	\$801,600.00
2. Net Change By Change Order	\$2,014.00
3. Contract Sum To Date	\$803,614.00
4. Total Completed and Stored To Date	\$335,866.87
5. Retainage :	
a. 5.00% of Completed Work	\$16,793.37
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$16,793.37
6. Total Earned Less Retainage	\$319,073.50
7. Less Previous Certificates For Payments	\$212,490.99
8. Current Payment Due	\$106,582.51
9. Balance To Finish, Plus Retainage	\$484,540.50

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Tri-City Electric Company of Iowa

By: David J. [Signature] Date: 2/13

State of: Iowa County of: Scott
 Subscribed and sworn to before me this 5 day of February 2013
 Notary Public: [Signature]
 My Commission expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 106,582.51

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$2,014.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$2,014.00	\$0.00
Net Changes By Change Order	\$2,014.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2
 Application Date : 2/5/2013
 To: 2/3/2013
 Architect's Project No.:

Invoice #: 109378 Contract : 26A67260 P&E Engineering/City of Tipton, Substation Conv.

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)						
1	Bonds & Insurance	5,333.00	5,333.00		0.00	0.00	5,333.00	0.00	266.65
2	TCE Overhead	38,833.00	10,355.31		5,372.06	0.00	15,727.37	23,105.63	786.37
3	TCE Profit	23,300.00	6,213.19		3,223.31	0.00	9,436.50	13,863.50	471.83
4	Mobilization (TCE)	8,200.00	8,200.00		0.00	0.00	8,200.00	0.00	410.00
5	De-Mobilization (TCE)	4,100.00	0.00		0.00	0.00	0.00	4,100.00	0.00
6	Project Management (TCE)	3,400.00	680.00		680.00	0.00	1,360.00	2,040.00	68.00
7	Supervision (TCE)	8,700.00	1,740.00		1,740.00	0.00	3,480.00	5,220.00	174.00
8	General Conditions (TCE)	4,800.00	960.00		960.00	0.00	1,920.00	2,880.00	96.00
9	Temporary Power (TCE)	3,600.00	720.00		720.00	0.00	1,440.00	2,160.00	72.00
10	Control & Power Raceway (TCE)	108,993.00	32,697.90		54,496.50	0.00	87,194.40	21,798.60	4,359.73
11	Grounding (TCE)	104,701.00	36,645.35		26,175.25	0.00	62,820.60	41,880.40	3,141.03
13	Cabling (TCE)	106,783.00	0.00		0.00	0.00	0.00	106,783.00	0.00
14	Hand Hole (TCE)	7,540.00	0.00		0.00	0.00	0.00	7,540.00	0.00
15	Switch Gear Room (TCE)	37,650.00	0.00		18,825.00	0.00	18,825.00	18,825.00	941.25
16	Structures & Transformers (TCE)	125,037.00	0.00		0.00	0.00	0.00	125,037.00	0.00
17	Drilled Piers (Taylor Ridge)	96,730.00	91,893.50		0.00	0.00	91,893.50	4,836.50	4,594.68
18	Drilled Piers (TCE)	9,300.00	8,835.00		0.00	0.00	8,835.00	465.00	441.75
19	Testing & Commissions (Steinmetz)	32,000.00	0.00		0.00	0.00	0.00	32,000.00	0.00
20	Testing & Commissions (TCE)	6,240.00	0.00		0.00	0.00	0.00	6,240.00	0.00
21	Permanent Fencing (Lovewell)	13,700.00	0.00		0.00	0.00	0.00	13,700.00	0.00
22	Permanent Fencing (TCE)	520.00	0.00		0.00	0.00	0.00	520.00	0.00
23	Temporary Fencing (Lovewell)	1,500.00	1,500.00		0.00	0.00	1,500.00	0.00	75.00
24	Survey (Verbeke/Meyer)	2,300.00	2,300.00		0.00	0.00	2,300.00	0.00	115.00
25	Excavation 6" Top Soil (Carew)	3,430.00	3,430.00		0.00	0.00	3,430.00	0.00	171.50
26	Haul Out Spoils (Carew)	2,720.00	2,720.00		0.00	0.00	2,720.00	0.00	136.00
27	Macadam (Carew)	16,050.00	0.00		0.00	0.00	0.00	16,050.00	0.00
28	Arborvitae (Carew)	3,915.00	0.00		0.00	0.00	0.00	3,915.00	0.00
29	Oil Containment (Carew)	6,800.00	0.00		0.00	0.00	0.00	6,800.00	0.00
30	Concrete Driveways (Carew)	4,800.00	0.00		0.00	0.00	0.00	4,800.00	0.00
31	Soil & Concrete Testing (Tercon)	10,625.00	7,437.50		0.00	0.00	7,437.50	3,187.50	371.88
901	Change Order #1 (Verbeke Meyer)	1,800.00	1,800.00		0.00	0.00	1,800.00	0.00	90.00
902	Change Order #1 (TCE)	214.00	214.00		0.00	0.00	214.00	0.00	10.70
Grand Totals		803,614.00	223,674.75	112,192.12	0.00	335,866.87	467,747.13	41.79%	16,793.37

N. Discussion Items (No Action)

AGENDA ITEM # N-1

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	March 11, 2013
AGENDA ITEM:	Potential Tipton Dog Park
ACTION:	Motion

SYNOPSIS: The Mayor has been approached about a possible \$1,000 donation to create the Tipton dog park. Various sites have been discussed and before staff expends a great deal of time on this project, we first want to gauge the support of the City Council. Both the park and the lower shop areas have been suggested for a possible site. The City of West Branch is also talking about a dog park and the donation will go to them if the City of Tipton does not move forward with construction of the park.

BUDGET ITEM: N/A

MAYOR/COUNCIL ACTION: None.

RESPONSIBLE DEPARTMENT: City Manager

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/7/13

O. Reports Mayor/Council/Manager

**CITY OF TIPTON
CITY MANAGER
REPORT TO THE CITY COUNCIL
March 20, 2013**

- Work continues on the old fire station as the gas and electric departments have constructed two new offices and painted the interior bay area.
- The bucket truck and police vehicle have both been delivered and the Public Works Department is finishing the detail on those two vehicles.
- Staff will be certifying the budget to the County Auditor by Friday, March 15, 2013, ending an action packed budget session.
- I will be in attending the IMMI (Iowa Municipal Managers Association) in Iowa City from March 20-22. It is Virgil's turn to be in charge while I am gone.
- Staff hopes to have the aquatic center engineering firm recommended to the City Council by the March 18th meeting date.
- The rented bucket truck will be heading back on the 12th. Staff was able to secure a couple of replacement days for time it was under repair by the company. Staff was able to take out a number of problematic trees and complete the line clearance in four months.
- Abby has sent initial website design questions to all the Department Heads for their review. She has also been working with all of the organizations in an effort to revamp the logo for all of the organizations. The City, upon approval of the City Council, would try to phase in a change to our logo. This is due to the costs associated with detailing vehicles and printing costs for new letterhead.
- I would also like to publically thank my staff and the City Council for their efforts through this budget process.

