

# City of Tipton, Iowa

<b>Meeting:</b>	<b>Tipton City Council Meeting</b>
<b>Place:</b>	<b>Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772</b>
<b>Date/Time:</b>	<b>5:30 p.m., Monday, April 4, 2016</b>
<b>Web Page:</b>	<b>www.tiptoniowa.org</b>
<b>Posted:</b>	<b>Friday, April 1, 2016 (Front door of City Hall &amp; City Website)</b>

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

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

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 for March 3, 2016

G. Public Hearing

H. Ordinance Approval/Amendment

- 1. Ordinance No. 555: An Ordinance Amending the Zoning for 401 West 10<sup>th</sup> Street, from R-1 Single Family Residential to M-1 Light Industrial District. *Second Reading.*

I. Resolutions for Approval

- 1. **Resolution 040416A:** Administrative Assistance Proposal, Callahan Municipal Consultants, for Interim Manager's April 6, vacation.
- 2. **Resolution 040416B:** EPA / DNR Generation Plant Maintenance Plan. RPGI / MISO generator certification requirement.
- 3. **Resolution 040416C:** Means of Solicitation of Pricing for 2mW Generator Set by either Request for Bids or Utilization of National Joint Powers Alliance (NJPA) Quote Process. (This is not authorization to actually solicit pricing, but rather solely to identify the methodology for doing so between two lawful means.)
- 4. **Resolution 040416D:** Authorizing Shermco Industries Engineering to Prepare Certification Documents for the Tipton Generation Fleet for MISO Accreditation.
- 5. **Resolution 040416E:** Approving a Three Year Cemetery Maintenance Contract.

**J. Mayoral Proclamation**

**K. Old Business**

**L. Motions for Approval**

1. Consideration of request for hearing for Louisa Generating Station Operating Committee amended Energy Transmission Agreement for April 18, Council meeting.
2. Consideration of a brief Closure of East 5<sup>th</sup> Street, between Cedar and Meridian, Saturday morning, April 23, 2016, for a presentation by Governor Branstad to the Hardacre Theater Preservation Association.

**M. Reports to be Received/Filed**

**N. Discussion Items (No Action)**

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

1. Mayor's Report
2. Council Reports
3. Committee Reports
4. City Manager's Report
5. Electric Utility Director 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.**

**AGENDA ITEM # F - 1**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	April 4, 2016
<b>AGENDA ITEM:</b>	Consent Agenda
<b>ACTION:</b>	Council motion and vote of approval; alternately, vote to remove an item from Consent agenda to act upon individually.

**SYNOPSIS:** None.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Clerk and Finance Director

**MAYOR/COUNCIL ACTION:** Motion and vote to approve.

**ATTACHMENTS:** Council Minutes

**PREPARED BY:** Tim Long

**DATE PREPARED:** 04/01/2016

March 3, 2016  
Tipton Power Plant  
407 Lynn Street  
Tipton, Iowa

The City Council of the City of Tipton, Cedar County, Iowa, met at 4:30 p.m. Mayor Carney called the meeting to order. Upon roll being called the following named council members were present: Boots, Spear, Leeper and Anderson. Absent: McNeill. Also present: Long, Lenz, Fletcher, Nash, Daufeldt, Tucker Brennan, Klay Johnson, Tawnya Johnson, other visitors and the press.

**Agenda:**

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

**Motion for Approval:**

1. Consideration of a Special Event Liquor License application, Tipton Fire Department  
Motion by Spear, second by Boots to approve the special event liquor license application for the Tipton Fire Department.

**Introduction of Fairbanks Morse Stationary Power Consultants**

1. William Hilger and Steve Lang

**Review and Discussion, Overhaul Needs and Utilization Benefit for Fairbanks Morse Generator**

1. Steve Lang gave a list on all the overhaul needs for the engine. It will take four to six weeks to complete the work on the generator and we are waiting on the cost for repairs. William Hilger stated the cost for piping parts and labor will be \$45,000.00.

2. Rob Latham, with Latham and Associates, Inc., the City's energy consultant, explained the energy marketing and pricing and what the engines mean to Tipton. To have them do a MISO study for us would take about a year to complete and the cost would be \$20,000.00.

Mayor Carney left the meeting at 5:05 p.m., and Mayor Pro Tem Spear continued with the meeting.

**Adjourn:**

With no further business to come before the council a motion to adjourn was made by Boots, second by Anderson.

Meeting adjourned at 5:19.

Mayor

Attest:  
Interim City Clerk

**AGENDA ITEM # H - 1**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	March 28, 2016
<b>AGENDA ITEM:</b>	Second Reading, Zoning Amendment, 401 West 10 <sup>th</sup> Street. R-1 to M-1
<b>ACTION:</b>	Consideration and second reading of amendatory ordinance, motion and roll call vote to approve, disapprove, or table ordinance.

**SYNOPSIS:** Please review attached draft Ordinance 555 in preparation for second reading. First reading was approved by Council at its March 28, 2016 meeting.

The Planning and Zoning Commission met on Monday, March 21, 2016 to review the petition. The Commission voted to recommend Council approval. A synopsis of their proceeding follows:

**Review of Petition to Amend Zoning Map:** 401 West 10<sup>th</sup> Street, amend from R-1 Residential to M-1 Light Industrial, by Dan Kessler. Interim City Manager Tim Long introduced property neighbors Mr. and Mrs. Ken Krock, 1120 Monroe Street. Commission member Peck noted that the area already has a great deal of industrial use in the area. Goerdt reviewed the setback requirements for the Commission and for petitioner Kessler. Miller observed that the Davis home was adjacent to the property under consideration for rezoning, and confirmed that they had not registered complaint or concern about the proposed change, either in writing or at the meeting. Kessler confirmed for the Commission that he was requesting the change in zoning solely for the property identified by Cedar County PIN as 06-36-476-015, and not including the narrow lot identified as PIN 06-36-476-022, also owned by him, which is located to the immediate west of the parcel in question. Kessler further stated that he was proposing a 55' x 80' building to be located within the setback requirements on the east side of the parcel in question. There were no further questions or comments from the Commission members.

Motion by Goerdt, second by Cook to recommend Council approval of the proposed change of zoning for 401 West 10<sup>th</sup> Street from R-1 Residential to M-1 Light Industrial as requested by Dan Kessler.  
Voice vote, all ayes. Motion carried.

Council action to approve includes three separate readings of the draft Ordinance No. 555. Council may choose to accept and approve the first reading of the Ordinance by motion and roll call vote, or it may recommend amendments for subsequent reading, or it may deny first reading, again, by motion and roll call vote.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Manager

**MAYOR/COUNCIL ACTION:** Consideration and second reading of amendatory ordinance, motion and roll call vote to approve, disapprove, or table ordinance.

**ATTACHMENTS:** Ordinance 555

**PREPARED BY:** Tim Long

**DATE PREPARED:** 04/01/2016

Prepared by:	City of Tipton, City Hall, Tim D. Long, Interim City Manager	407 Lynn St., Tipton, IA 52772 (563) 886-6564
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**ORDINANCE NO. 555**

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP TO REZONE  
CERTAIN PROPERTY LOCATED  
IN THE NORTHWEST QUADRANT OF THE CITY OF TIPTON  
FROM R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT, TO M-1 LIGHT  
INDUSTRIAL DISTRICT**

WHEREAS, the City Manager did cause notice of hearing be set for a zoning amendment from R-1 Residential to M-1 Light Industrial, for a parcel addressed as 401 West 10<sup>th</sup> Street, identified as PIN 06-36-476-015 by the Cedar County Assessor, and located in Moore and Culbertson's Addition, Lots 7 – 10 and Pt of Vac Alley and all of Vac St N of All in Block 12, City of Tipton, Iowa, and to be published in the Tipton Conservative on March 4, 2016, setting a public hearing before the City Council of the City of Tipton for March 28, 2016 at 5:30 p.m.; and,

WHEREAS, the City Manager did cause for notice to be mailed to all property owners within 200 feet of the above-cited property as required by the Iowa Code; and,

WHEREAS, the Planning and Zoning Commission of the City of Tipton did review and discuss the petition at its meeting of March 21, 2015, and found that the property requested was adjacent and contiguous to an area currently zoned as M-1 Light Industrial, that said area being requested to be amended had been zoned as R-1 Single Family Residential for a period of greater than five years without having any development result, and the Commission concluded it found no objection to the request for change of zoning.

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF TIPTON, IOWA:**

**SECTION 1. PURPOSE.** The purpose of this ordinance is to change the Official Zoning Map of the City of Tipton, Iowa, under the provisions of Chapter 166.02, Official Zoning Map Adopted of the Tipton Municipal Code.

SECTION 2. OFFICIAL ZONING MAP AMENDED. The official zoning map of the City of Tipton, Iowa is amended from R-1 Single Family Residential to M-1 Light Industrial District for the area known as 401 West 10<sup>th</sup> Street, Tipton, Cedar County, Iowa, identified by PIN 06-36-476-015, and otherwise described as follows:

Legal Description

Moore and Culbertson's Addition, Lots 7 – 10 and Pt of Vac Alley and all of Vac St N of All in Block 12, City of Tipton, Cedar County, Iowa.

SECTION 3. CONDITIONS OF APPROVAL. Permitted uses shall be limited to those listed in Chapter 166.11, "M-1 Light Industrial District", of the Municipal Code, City of Tipton, Iowa.

SECTION 4. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. SEVERABILITY CLAUSE. In any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect after all readings, its passage, approval and publication as provided by law.

Approved and adopted this \_\_\_\_ day of \_\_\_\_\_ 2016 on third reading by the City Council of the City of Tipton, Iowa.

ATTEST:

\_\_\_\_\_  
Bryan Carney - Mayor

\_\_\_\_\_  
Lorna Fletcher – City Clerk

I certify that the foregoing was published as Ordinance No. 555 on the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Lorna Fletcher, City Clerk

**AGENDA ITEM # I - 1**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

**DATE:** April 4, 2016

**AGENDA ITEM:** **Resolutions for Approval: Resolution 40416A:** Administrative Assistance Proposal, Callahan Municipal Consultants, for Interim Manager's April 6 Vacation

**ACTION:** Motion and roll call vote.

**SYNOPSIS:** Callahan Municipal Consultants (CMC) provided a proposal for limited municipal consulting service in the planned absence of the Interim City Manager from April 6 to April 13. Callahan proposes his on-site availability to assist staff and Council with day-to-day planning, organizing, delegation, strategizing and problem solving. The proposal offers approximately 15 hours, to be determined, at a rate of \$45.00 per hour and IRS rate mileage to/from Anamosa. As the Interim Manager is off the clock, and not due any paid time off under his contract, there is no additional cost to the City Council for this proposal.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Manager

**MAYOR/COUNCIL ACTION:** Motion and roll call vote

**ATTACHMENTS:** CMC Proposed Schedule and Contract

**PREPARED BY:** Tim Long / CMC

**DATE PREPARED:** 04/01/2016

RESOLUTION NO. 040416 A

A RESOLUTION ACCEPTING AN AGREEMENT WITH  
CALLAHAN MUNICIPAL CONSULTANTS FOR  
ADMINISTRATIVE ASSISTANCE FOR  
INTERIM MANAGER'S ABSENCE  
APRIL 6 – 13, 2016

WHEREAS, The City Council of the City of Tipton, Iowa ("City") has retained Tim Long as its Interim City Manager with the understanding that he had planned absences for two occasions, one week, more or less beginning April 6, 2016, and 3 weeks, more or less, beginning June 8; and,

WHEREAS, The City wishes to maintain consistency of management and direction during its Interim Manager's April absence and also avail itself of the expertise of Callahan Municipal Consultants ("CMC") during that time; and,

WHEREAS, The City received a proposal from CMC for Administrative Assistance during the Interim Manager's April absence, which is considered herein.

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

SECTION 1. That the Contract for Services and Proposed Schedule for Administrative Services from CMC, dated 3/28/2016, are attached hereto and made a part of this Resolution.

SECTION 2. That the hourly fee of \$45.00 and mileage rate of \$0.51 per mile listed in said Contract, are to be paid as subject to the terms and conditions stated in said Contract.

SECTION 3. That the City Council accepts the terms of said Contract and directs the Mayor to execute the Contract so as to engage CMC beginning April 5, 2016 for the period set forth in said Proposed Schedule.

PASSED and ADOPTED this 4<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
Bryan Carney, Mayor

ATTEST:

\_\_\_\_\_  
Lorna Fletcher, City Clerk



# Callahan Municipal Consultants, LLC

417 Kaitlynn Ave Anamosa, IA 52205 Cell: 563-599-3708 callahan.cmc@gmail.com

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March 28, 2016

Mayor & City Council  
City Department Heads  
City Hall – 407 Lynn Street  
Tipton, Iowa 52772

Re: Administrative Assistance

As we have indicated, we would be willing to assist the City of Tipton with administrative matters during Tim Long's absence as interim city manager. It is our understanding that Tim will be on vacation from April 6<sup>th</sup> to 13<sup>th</sup> and June 8<sup>th</sup> to 30<sup>th</sup>.

### **Contract for Services**

We understand that Tim Long has been hired as "interim city manager" and is paid through the City's payroll. Since our assistance will not be full time and will be on temporary "as needed basis," we would propose that we have a written agreement for consulting services with an hourly rate and reimbursement for expenses as an independent contractor. Therefore, we would not be on the City's payroll and would be providing advise and assistance as an outside consultant. Since we would not be a city employee like Mr. Long, we would not have the authority to make decisions or take any type of action. As needed, we will provide observations and recommendation to the Mayor, Council Members, and City Department Heads, who would then make final decisions and/or take the appropriate actions.

### **Times Available**

Since we currently serve on the Jones County Board of Supervisors and we operate a municipal consulting service, it is important to state that we will not be available on a 40 hour per week basis. We would propose that we provide an advance schedule with the dates and times that we would be available to be at the Tipton City Hall to provide advise and assistance.

There is attached a proposed schedule for the times in April when Tim Long will be on a one week vacation. We will prepare a similar schedule for the time in June when Tim Long will be on an extended vacation.

We would propose that a City staff person at the Tipton City Hall help us schedule times when people request a specific time to meet with us to discuss City matters. This City Hall Staff person could also verify our time assisting the City for billing purposes.

### **Consulting Fees and Expenses**

It is our understanding that Tim Long's hourly rate and payroll costs are as follows:

1. Hourly rate.....	\$40.00
2. IPERS (8.93%) per hour costs.....	\$ 3.57
3. FICA (7.65%) per hour costs.....	<u>\$ 3.06</u>
Actual Costs per Hour.....	\$46.63

Since the City will not be required to pay our FICA or IPERS costs as an independent contractor, we would propose that we invoice the City at an hourly rate of \$45.00 for consulting services. We would invoice the City for actual time on the site and not the travel time. Our only expense would be for mileage using the current IRS rate of \$0.51 cents per mile. Since a round trip from Anamosa to Tipton is 71 miles, we would invoice the City \$36.21 for each trip to Tipton.

If this proposal is acceptable to the City of Tipton, we will prepare an agreement for service and attach this letter as Exhibit A to the agreement. If you have any questions, please feel free to contact us.

Sincerely,

Callahan Municipal Consultant, LLC

Patrick Callahan, Municipal Consultant

**CITY OF TIPTON, IOWA**  
**And**  
**CALLAHAN MUNICIPAL CONSULTANTS, LLC**

**PROPOSED SCHEUDLE FOR ADMINISTRATIVE ASSISTANCE**

**Dates – April 5<sup>th</sup> to April 14<sup>th</sup>**

<b>DATE</b>	<b>TIME IN</b>	<b>TIME OUT</b>	<b>PURPOSE</b>
1. Tuesday, April 5 (By phone)	1:00 p.m.	2:00 p.m.	Tim Long – review City Business
2. Wednesday, April 6	2:00 p.m.	5:00 p.m.	City Review, as needed
3. Friday, April 8	9:30 a.m.	1:00 p.m.	City Review, as needed
4. Monday, April 11	9:30 a.m.	1:00 p.m.	City Review, as needed
5. Wednesday, April 13	2:30 p.m.	5:00 p.m.	City Review, as needed
6. Thursday, April 14 (by phone)	9:00 a.m.	9:30 a.m.	Update for Tim Long

1. The dates and times can be revised as needed, depending on the need for assistance and individual schedules.
2. City Staff person will schedule times with the Consultant and the Mayor, Council Members, Department Heads, and Citizens, as needed.
3. A similar schedule will be prepared for the dates in June.
4. Tim Long and Pat Callahan “update meeting” – June 3<sup>rd</sup> 12:00 p.m.

**AGENDA ITEM # I - 2**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	April 4, 2016
<b>AGENDA ITEM:</b>	<b>Resolutions for Approval: Resolution 40416B: EPA / DNR Generation Plant Maintenance Plan; RPGI / MISO Generator Certification Requirement.</b>
<b>ACTION:</b>	Motion and roll call vote.

**SYNOPSIS:** Per discussion with Donna Oehm and John Curtin with the Iowa DNR, a maintenance plan is needed to conform to EPA regulations. All of the Electric Utilities generator sets will need to be on this plan. The plan will be the Electric Department's responsibility to implement and follow for compliance. Trailer-mounted generator is not required to follow this schedule; we do have a maintenance plan for it as well.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** Electric Superintendent

**MAYOR/COUNCIL ACTION:** Motion and roll call vote

**ATTACHMENTS:** Power Plant Compliance Maintenance Plan

**PREPARED BY:** Floyd Taber

**DATE PREPARED:** 03/30/2016

**RESOLUTION NO. 040416 B**

**A RESOLUTION APPROVING A GENERATION  
PLANT MAINTENANCE PLAN FOR THE  
CITY OF TIPTON ELECTRIC PLANT**

WHEREAS, The City Council of the City of Tipton, Iowa ("City") operates and maintains an Electric Generation Plant for reliability and cost benefits for its constituent customers; and,

WHEREAS, The City wishes to continue its Electric Generation Plant operations in the manner prescribed by the Iowa Department of Natural Resources and the U.S. EPA, and according to best practices for municipal electric generating facilities; and,

WHEREAS, The City's Electric Superintendent has researched and adapted an approved format Power Plant Compliance Maintenance Plan and does recommend its adoption by the City Council.

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

SECTION 1. That the Power Plant Compliance Maintenance Plan, Facility ID 16-01-001, is attached hereto and made a part of this Resolution.

SECTION 2. That the City Council accepts said Maintenance Plan and adopts it as policy for the operations and maintenance of its Electric Generation Plant.

SECTION 3. That the Mayor shall sign and the Electric Superintendent shall countersign said Maintenance Plan upon its approval by the City Council.

PASSED and ADOPTED this 4<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
Bryan Carney, Mayor

ATTEST:

\_\_\_\_\_  
Lorna Fletcher, City Clerk



# Maintenance Plan

## Tipton Municipal Power Plant

Facility ID: 16-01-001

Floyd Taber  
407 Lynn Street  
Tipton Iowa 52772  
(563) 886-6187  
[ftaber@tiptoniowa.org](mailto:ftaber@tiptoniowa.org)

### 1. ENGINES: List of Engines under this Maintenance Plan:

Engine #	Make	Model	Hp	kW	Classification	Fuel
1	FAIRBANKS MORSE	38TDD 81/8	2880	1850	Non-emergency	Dual
2	CHICAGO PNEUMATIC	1025 CPS-DF	1900	1050	Non-emergency	Dual
3	CHICAGO PNEUMATIC	1025 CPS-DF	1900	1050	Non-emergency	Dual
4	ENTERPRISE	DSM 363	550	300	Emergency	Diesel
5	MTU/DETROIT DIESEL	16V4000G43	2280	1825	Non-emergency	Diesel
6	MTU/DETROIT DIESEL	16V4000G43	2280	1825	Non-emergency	Diesel
7	RESERVED	-	-	-	-	-

- a. Engines that are in service will operate for maintenance and readiness checks twice annually for approximately 2 hours, on a rotating monthly basis
  - i. Engine run logs will track engine number and hours operated for maintenance
  - ii. During the 2-hour run, a visual inspection will be performed for leaks or damage, with any necessary repairs performed in a timely manner after shut down
  - iii. Engine crankshaft will be turned or rotated manually during months of non-operation in an attempt to prevent flat spots from forming

### 2. ENGINE OIL

- a. Annually, oil will be sampled for Total Base Number, Viscosity, and Percent Water Content.
  - i. The condemning limits for these parameters are as follows: Total Base Number is less than 30 percent of the Total Base Number of the oil when new

# Maintenance Plan

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- ii. Viscosity of the oil has changed by more than 20 percent from the viscosity of the oil when new
  - iii. Percent water content (by volume) is greater than 0.5.
  - iv. If all of these condemning limits are not exceeded, the engine owner or operator is not required to change the oil. If any of the limits are exceeded, the engine owner or operator must change the oil within 2 business days of receiving the results of the analysis; if the engine is not in operation when the results of the analysis are received, the engine owner or operator must change the oil within 2 business days or before commencing operation, whichever is later. The owner or operator must keep records of the parameters that are analyzed as part of the program, the results of the analysis, and the oil changes for the engine.
- b. Oil will be changed every 10 years, or 1,000 hours, without regard to passing oil sample results.
  - c. Check oil level on each engine monthly to track any water or fuel leakage into crankcase during standby. If level increases, determine what the cause is, where it coming from, and change contaminated oil.
  - d. Check air compressor oil level and visual condition, replenish or change as necessary

### 3. FILTERS

- a. Air Filters will be visually inspected annually for signs of wear, darkness, or debris. (oil bath air filters checked monthly for oil level, debris, and operation.)
  - i. Air Filters will be changed every 5 years or 500 hours of operation, whichever comes first.
  - ii. Clean debris from oil, add oil if needed, or repair screens of oil bath air filters as needed.
- b. Fuel Filters will be changed every 5 years or 500 hours of operation, whichever comes first.
- c. Crankcase Ventilation Filters (Solberg) will be visually inspected for oil accumulation of 1/3 or more oil at the bottom of the filter.
  - i. The Solberg filters will be changed every 10 years, or as warranted by visual inspection, whichever comes first.
- d. Catalyst filter elements will be sent for chemical wash prior to scheduled performance testing
  - i. Catalyst filter elements will be replaced when they no longer offer 70% CO reduction or exceed 23 ppm CO from stack outlet

### 4. HOSES

- a. All hoses will be inspected for soft spots, cracks, nicks, bulges, collapsed spots, fraying, heat damage, abrasive damage, and leaks.
  - i. Damaged hoses will be replaced based on inspection results

### 5. BELTS

- a. All belts will be inspected for fraying, cracks, or glazing on the sides.
  - i. Damaged hoses will be replaced based on inspection results



# Maintenance Plan

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## 6. BATTERIES BACKUP BATTERIES FOR SWITCHGEAR

- a. Batteries will be inspected monthly for corrosion, leakage, or cracks and state of charge.
  - i. Batteries will be replaced every 10 years unless inspection warrants sooner

## 7. MONITORS

- a. A visual inspection of the Data Loggers will be performed monthly to ensure the display is working properly.
  - i. Data download will be performed after each engine has operated, but no less than monthly.
  - ii. Verify the differential pressure has not changed by +/- 2" water column from initial performance test results
    - 1. An increase in differential pressure indicates either condensation or masking of the catalyst elements
  - iii. Verify the operational temperature remains between 450°F and 1350°F
  - iv. Back up battery will be checked annually and changed every 5 years or as indicated by "low battery" in data logger system, whichever comes first
  - v. Annual accuracy audits will be performed for the temperature and differential pressure readings *against the monitor display*.
    - 1. A separate K-type thermocouple probe and sensor will be placed in the exhaust stream near the fixed K-type thermocouple probe and shall not vary by 5°F, as per ZZZZ rule.
    - 2. A U-tube manometer will be used to check inlet and outlet pressures, giving inches of water column. Subtract the inlet (high) from the outlet (low) and compare that number with the average differential pressure downloaded from the same run at the same kW load level.

## 8. TANKS

- a. Measure bulk fuel tanks and order fuel, as indicated monthly.
- b. Check and measure day tanks to verify inventory and condition of tanks.

## 9. WATER SYSTEMS

- a. Test water systems semi-annual and add needed treatment chemicals

## 10. FIRE EXTINGUISHERS

- a. Monthly check fire extinguishers for expiration date, charge, and general condition; replace as necessary

## 11. FIRST AID KIT

- a. Quarterly, check quantity of items and expiration dates, replenishing supply as necessary

## 12. Emergency Lighting

- a. Check emergency lighting operation and battery charge, replacing batteries, repairing, or replacing units as needed.



# Maintenance Plan

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The Maintenance Plan outlined in the preceding three pages has been presented to the local government, Tipton City Council, and approved by record dated \_\_\_\_\_, 2016.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**AGENDA ITEM # I - 3**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	April 4, 2016
<b>AGENDA ITEM:</b>	<b>Resolutions for Approval: Resolution 40416 C:</b> Means of Solicitation of Pricing for 2mW Generator Set by either Request for Bids or Utilization of National Joint Powers Alliance Quote Process.
<b>ACTION:</b>	Council motion, roll call vote.

**SYNOPSIS:** State of Iowa Code requires units of government to obtain the best price for public improvements and equipment, and permits them to obtain the best pricing by means of soliciting bids or quotes, or utilization of joint purchasing powers obtained via Iowa Code – specified agencies, such as the State Bid program, or the National Joint Powers Alliance. *The City is already a member of the NJPA.* Both of the latter employ an agency to specify commonly-purchased items, such as ½ ton pickup trucks and squad cars, and less commonly purchased items, such as engine.generator sets.

*This is not authorization to actually solicit pricing, but rather solely to identify the methodology for doing so between two lawful means.*

It is the recommendation of the Electric Superintendent and the City Manager to authorize the use of the National Joint Powers Alliance quote process.

With this process, as we continue the process for determining the best means for putting 2 mW of generation back in service, whether an immediate overhaul of the Fairbanks Morse unit, or the seeking of a certified, used high-speed generator set with a more methodical (and less costly) overhaul of the Fairbanks Morse unit over time, we will be better able to approach providers of used gen sets, knowing we will not be approaching them with a complex and expensive set of specifications. It is more flexible, less costly in approach, and more effective in the used gen set market.

*None of this particular action binds the City to purchase any particular gen set, or purchase anything at all. It only directs staff in more accurately researching the options. Any decision for how to proceed; ie, overhaul the Fairbanks Morse immediately, solicit quotes for a high speed gen set, or do nothing, still remains a future Council consideration. We have considerable homework to do before presenting further options to the City Council.*

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** Electric Superintendent, City Manager

**MAYOR/COUNCIL ACTION:** Motion and roll call vote

**ATTACHMENTS:** National Powers Alliance Info Sheet, Cost Proposal to Prepare Bids

**PREPARED BY:** Tim Long

**DATE PREPARED:** 04/04/2016

RESOLUTION NO. 040416 C

A RESOLUTION APPROVING THE MEANS  
OF SOLICITATION FOR PRICING OF A  
2Mw GENERATOR SET BY EITHER  
REQUEST FOR BIDS OR UTILIZATION OF  
NATIONAL JOINT POWERS ALLIANCE

WHEREAS, The City Council of the City of Tipton, Iowa ("City") operates and maintains an Electric Generation Plant for reliability and cost benefits for its constituent customers; and,

WHEREAS, The City wishes to explore the options for pacing 2 mW of diesel-powered generation back into service following the removal from service of its Fairbanks Morse OP diesel generator for teardown and inspection; and,

WHEREAS, The City is a member of the National Joint Powers Alliance ("NJPA") joint purchasing alliance, which provides for joint development of specifications and solicitation of quotes for capital equipment, as provided for in the Code of Iowa; and,

WHEREAS, The Electric Superintendent and the City Manager do recommend that the City staff be permitted to solicit quotes for a replacement 2 mW diesel generator set to bring alternative replacement plans to the City Council for consideration.

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

SECTION 1. That the Council accepts the NJPA as a valid and economical way to obtain pricing options for replacement of the 2 mW Fairbanks Morse unit that is currently out of service.

SECTION 2. That the City Council authorizes the Electric Superintendent and the City Manager to let it be known to potential suppliers of 2 mW high-speed diesel generator sets that the City will seek and consider bids utilizing the NJPA specifications and bid process.

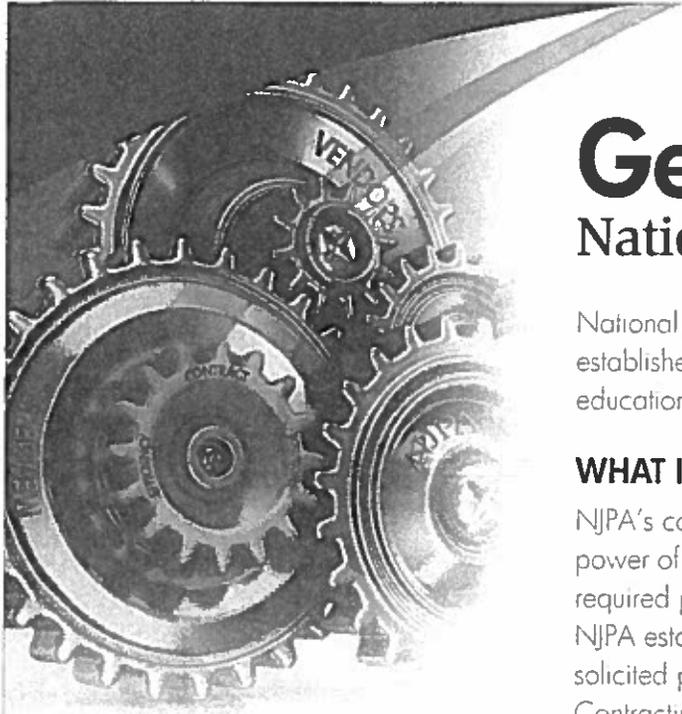
SECTION 3. That the Electric Superintendent and the City Manager will not actively solicit official bids or quotes to same without specifically requesting authorization from the City Council, and will keep the Mayor and Administrative committee informed as to progress.

PASSED and ADOPTED this 4<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
Bryan Carney, Mayor

ATTEST:

\_\_\_\_\_  
Lorna Fletcher, City Clerk



# Get to know us.

## National Joint Powers Alliance®

National Joint Powers Alliance® (NJPA) is a government agency that establishes an alliance between buyers and suppliers for use by education, government and non-profits.

### WHAT IS NJPA'S COOPERATIVE PURCHASING?

NJPA's cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. As a municipal national contracting agency, NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. Joint Powers laws enables members to legally purchase through our contract.

- NJPA has the legislative authority to establish contracts for government & education agencies nationally. NJPA solicits, evaluates and awards contracts through a competitive solicitation process on behalf of its members.
- Members have a choice of these contracts and procurement processes, thereby satisfying local/state solicitation requirements and avoiding duplication of the process.

NJPA members save time and money while also avoiding the unpleasant experience of low bid, low quality responses.

### WHAT PRODUCTS AND SERVICES DOES NJPA REPRESENT?

NJPA's vendors are industry-leading. Product and service solutions range from office supplies to heavy equipment and everything in between. Find a complete list of our current vendors on the back of this flyer, or visit [www.NJPAcoop.org/search](http://www.NJPAcoop.org/search) to learn more about our vendors.

### HOW CAN MY AGENCY PARTICIPATE?

The first step to accessing products and services through NJPA is to join!

- Learn more at [www.NJPAcoop.org/join](http://www.NJPAcoop.org/join).
- Membership is at no cost, liability or obligation.
- Your NJPA member ID # arrives via e-mail and additional information follows in the mail.

NJPA contracts have *streamlined our purchasing process*, saving our district thousands of dollars.

—School District Member

NJPA's expansive list of vendors *filled in the gaps* of our existing state contracts.

—State Purchasing Officer

Using NJPA was seamless and *satisfied our need* to conduct a formal bid!

—University Member

**NJPAcoop.org • 888-896-3950**

**NJPA**  
National Joint Powers Alliance®

Competitively Solicited National Cooperative Contract Solutions



March 31, 2016

Floyd Taber  
Tipton Municipal  
407 Lynn Street  
Tipton, IA 52772

Re: Professional Engineering Services - Generator Installation Project  
Shermco Quote # SIQ-02726-16

Dear Floyd:  
Shermco Industries is pleased to provide the following quotation:

<b>PRICE .....</b>	<b>\$60,000.00</b>
<b>Generator Installation Project.....</b>	<b>\$55,000.00</b>
<b>Additional if Customer requires Shermco to spec the engine/generator....</b>	<b>\$5,000.00</b>

Applicable taxes not included, terms net 30 days. All sales subject to Shermco Industries terms and conditions form SI-100995. All freight will be prepaid and added to the invoice.

**WORKSCOPE**

Shermco will provide Engineering Services for the Generator Installation project with the following deliverables:

- Review existing construction documents
- Assemble specifications for mechanical installation
- Assemble specifications for electrical installation
- Assist Muni with Fuel System requirements
- Protective Relay settings
- SCADA Upgrade
- Black Start Logic Change/Testing

**SCHEDULE**

The start date is to be determined; work will be confirmed and schedule upon the receipt of a purchase order. Please give at least two weeks' notice for scheduling purposes.

Monday thru Friday 7:00AM until 4:00 PM will be billed at a Straight Time Rate.

Monday thru Friday before 7:00AM or after 4:00PM will be billed at an Over Time Rate.

Saturday and after eight consecutive ST hours worked will be billed at an Over Time Rate.

Sunday and after twelve consecutive hours worked will be billed at a Premium Time Rate.

**REPORT**

Upon completion of the above listed work scope you will receive one (1) electronic copy of the report, prepared within thirty (30) working days. The report will include conditions and test data, with a

## **State of Iowa Statutes**

### **Title I State Sovereignty and Management**

#### **Subtitle 10. Joint Governmental Activity**

#### **Chapter 28E Joint Exercise of Governmental Powers**

##### **28E.1. Purpose**

The purpose of this chapter is to permit state and local governments in Iowa to make efficient use of their powers by enabling them to provide joint services and facilities with other agencies and to cooperate in other ways of mutual advantage. This chapter shall be liberally construed to that end.

##### **28E.2. Definitions**

For the purposes of this chapter, the term "public agency" shall mean any political subdivision of this state; any agency of the state government or of the United States; and any political subdivision of another state. The term "state" shall mean a state of the United States and the District of Columbia. The term "private agency" shall mean an individual and any form of business organization authorized under the laws of this or any other state

##### **28E.3. Joint exercise of powers**

Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state having such power or powers, privilege or authority, and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this chapter upon a public agency.

**AGENDA ITEM # I - 4**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

**DATE:** April 4, 2016

**AGENDA ITEM: Resolutions for Approval: Resolution 40416 D:** Authorizing Shermco Industries Engineering to Prepare Certification Documents for the Tipton Generation Fleet for MISO Accreditation.

**ACTION:** Council motion, roll call vote.

**SYNOPSIS:** Electric Superintendent has determined that there are several engine generator sets that are not MISO certified, and therefore the City does not receive capacity payment from RPGI for those units, thus losing significant amounts of revenue in the form of available capacity energy credits. The capacity credits run to the \$100,000 overall already, and will increase significantly with the certification of all units. This is a complex process requiring prior experience and specific knowledge.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** Electric Superintendent

**MAYOR/COUNCIL ACTION:** Motion and roll call vote

**ATTACHMENTS:** Cost Proposal to Assist With MISO Plant Certification

**PREPARED BY:** Tim Long

**DATE PREPARED:** 04/04/2016

RESOLUTION NO. 040416 D

A RESOLUTION AUTHORIZING ITS ELECTRICAL  
ENGINEERING CONSULTANT SHERMCO INDUSTRIES  
TO PROVIDE ASSISTANCE WITH THE CERTIFICATION  
OF ALL ELIGIBLE ELECTRICAL GENERATING UNITS  
OF THE CITY OF TIPTON GENERATOR FLEET  
FOR MISO ACCEPTANCE FOR CAPACITY PAYMENTS

WHEREAS, The City Council of the City of Tipton, Iowa ("City") operates and maintains an Electric Generation Plant for reliability and cost benefits for its constituent customers; and,

WHEREAS, The City wishes to avail its Electric Department and customers of all available sources of revenue for owning and operating a fleet of engine generator sets so as to provide the lowest cost and most reliable sources of energy to same; and,

WHEREAS, The City has engine generators that have not been certified as available capacity within the MISO electric distribution grid and as such the City has not availed itself of the revenue available from energy capacity credits; and,

WHEREAS, The Electric Superintendent does recommend that the City authorize and approve an agreement with its Electrical Engineering consultant to assist with the certification of all of its generation for MISO capacity credits.

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

SECTION 1. That the proposal from Shermco Industries to Assist With MISO Plant Certification, dated March 31, 2016 is attached to this Resolution and is hereafter a part of this Resolution.

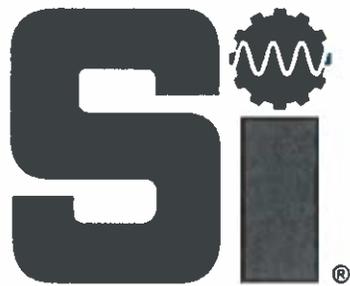
SECTION 2. That the City Council does approve the aforesaid proposal, having a not-to-exceed price of \$14,000.00, and authorizes the Mayor to sign such agreement executing the proposal.

PASSED and ADOPTED this 4<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
Bryan Carney, Mayor

ATTEST:

\_\_\_\_\_  
Lorna Fletcher, City Clerk



**Shermco industries**

**Cedar Rapids Service Center**  
796 11th Street, Marion, IA 52302  
p. (319) 377-3377 f. (319) 377-3399

**This Proposal has been prepared  
specifically for:**

**Floyd Taber  
of  
Tipton Municipal  
for  
Assist with MISO Plant Certification**

**Approved by:  
Brad Webb**

**Shermco Quote Number:  
SIQ-02707-16**

**March 31, 2016**





Thursday, March 31, 2016

Floyd Taber  
Tipton Municipal  
407 Lynn Street  
Tipton, IA 52772

Re: Assist with MISO Plant Certification  
Shermco Quote # SIQ-02707-16

Dear Floyd:

Shermco Industries is pleased to provide the following time and materials quotation:

**PRICE (Time and Materials not to exceed)..... \$ 14,000.00**  
Applicable taxes not included, terms net 30 days. All sales subject to Shermco Industries terms and conditions form SI-100995. All freight will be prepaid and added to the invoice. All prices are estimated and previously established rates used.

**WORKSCOPE**

Shermco Industries will provide engineering service / assistance in support of MISO Plant Certification.

The Time and Material quoted price is based on the customer's request to provide an engineer(s) to assist with the MISO Plant certification. This includes site visits, travel time, a report and all expenses to and from the customer's facility.

**SCHEDULE**

Shermco will provide services Monday-Friday, non-holiday and during normal business hours established from 7AM – 4 PM. Additional hours worked beyond normal business hours and holidays will be billable per Shermco established rates. The start date is to be determined and as discussed at recent utility board meetings; work will be confirmed and scheduled upon receipt of a purchase order or a signed copy of this proposal indicating your approval to proceed.

## GENERAL CONDITIONS

Work performed by Shermco Industries will be in accordance with the following as applicable:

1. The Shermco services will include all tools, test apparatus, associated equipment, expenses and transportation costs to and from customer's premises.
2. This quotation is effective for 30 days from quotation date, unless otherwise authorized by Shermco Industries.
3. Cancellations, which may include weather-related issues, will be assessed with a mobilization and/or project management/completion charge based on expenses incurred.
4. The price is based on normal working hours (M-F 7am-4pm).

Thank you for this opportunity to be of service. Should you have any questions please do not hesitate to give me a call.

Respectfully Submitted  
Shermco Industries, Inc.

*Brad Webb*

Brad Webb  
Account Manager  
Engineering Services Division  
bwebb@shermco.com  
(319) 804-5612

Copy:  
Lloyd Goswick– ESD Sales Operations Specialist

**AGENDA ITEM # I - 5**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	April 4, 2016
<b>AGENDA ITEM:</b>	<b>Resolutions for Approval: Resolution 40416 E:</b> Approving a Three Year Cemetery Maintenance Contract.
<b>ACTION:</b>	Motion and roll call vote.

**SYNOPSIS:** The three year cemetery maintenance contract expired this past March following three years' service by former contractor. AT Council direction, we did solicit bids by public notice, and on Thursday, March 17, did open and read aloud bids from Grasshopper Lawn Care, Rodney Ohrt and Chris Tholen. Their bids are tabulated as follows:

17-Mar-16  
Cemetery Maintenance Quotes Analysis

Proposal By:	Year 1		Year 2		Year 3		Combined Cost of Proposal
	March 15, 2016 to March 15, 2017	March 15, 2017 to March 15, 2018	March 15, 2018 to March 15, 2019				
Grasshopper Lawn Care	\$ 27,000.00	\$ 27,500.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 82,500.00	
Rodney Ohrt	\$ 27,000.00	\$ 27,300.00	\$ 27,600.00	\$ 27,600.00	\$ 27,600.00	\$ 81,900.00	
Chris Tholen	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 84,000.00	

City Mechanic Klay Johnson did assess each bidder's available equipment and found no issues, noting only that Mr. Ohrt planned to obtain one additional piece of mowing equipment if awarded the contract. All had references available. Grasshopper and Tholen provided certificates of liability insurance, Mr. Ohrt reported that he could provide a certificate of insurance.

The Cemetery Commission met this past Thursday, March 31<sup>st</sup>, and after consideration of the three quotes, recommended Council approval of Chris Tholen, based upon nominal difference in cost and quality of past work. The Commission's recommendation is attached.

The City Council may award proposals based upon price and/or value for cost, and is not required to award this kind of contract based solely upon price.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** Public Works Department

**MAYOR/COUNCIL ACTION:** Motion and roll call vote on Resolution.

**ATTACHMENTS:** Resolution, Tipton Masonic Cemetery Commission Recommendation, Bid Tabulation, Bid Specifications.

**PREPARED BY:** Tim Long

**DATE PREPARED:** 04/04/2016

RESOLUTION NO. 040416 E

A RESOLUTION ACCEPTING A QUOTE FOR A  
THREE-YEAR CEMETERY MAINTENANCE CONTRACT  
FOR THE TIPTON MASONIC CEMETERY

WHEREAS, The contract for maintenance of the Tipton Masonic Cemetery expired in March, 2016 and at Council direction, the City Manager did cause to published a notice to solicit bids for a subsequent three year contract for mowing and maintenance services; and,

WHEREAS, The City Clerk did at 11:00 a.m. on March 17, 2016 publicly open and read aloud the three bids submitted, listed herein below, and City Public Works staff did subsequently review and assess the bids and bidder capacity to perform the terms of the contract; and,

WHEREAS, The Tipton Masonic Cemetery Commission did at their meeting of March 31 review and assess the bids and consider all aspects of the work specified before making a recommendation to award the bid to Chris Tholen, acknowledging that Tholen's bid was not the lowest cost bid, but assessed that Tholen had satisfactorily executed the contract for the three prior years without incident, and that the price difference was nominal.

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

SECTION 1. That three quotes for cemetery maintenance services were obtained, with the combined fee for three years tallied as follows:

Grasshopper Lawn Care, Tipton -	\$82,500.00
Rodney Orht, Tipton -	\$81,900.00
Chris Tholen, Tipton -	\$84,000.00

SECTION 2. That the City Council accepts the terms of the quote of     \$     from \_\_\_\_\_, and directs the Mayor to execute the agreement so as to initiate the maintenance of the Tipton Cemetery at their earliest opportunity.

PASSED and ADOPTED this 14<sup>th</sup> day of March, 2016.

\_\_\_\_\_  
Bryan Carney, Mayor

ATTEST:

\_\_\_\_\_  
Lorna Fletcher, City Clerk

# Tipton Masonic Cemetery Board's Recommendation for the 2016-2018 Mowing Contract

3/31/2016

The Tipton Masonic Board met and discussed the upcoming 3 year mowing contract for the 2016-2018 time frame. There were 3 Bidders that submitted for this contract. The Board would like to thank all 3 Bidders for submitting their bids. All 3 contractors were very close in the final expenditure. It is the Board's recommendation to accept the bid from Chris Tholen. We would like to submit our justifications for this selection:

1. Minimal difference in costs.
2. Chris has done a nice job and strived to have the Cemetery looking good all the time and especially Holidays.
3. We have 3 years of past experience of good performance and with very minimal complaints. All of which were corrected in a short time frame.
4. With that experience there is a learning period of a Cemetery Care Taker that includes (being approachable, picking up flowers at the proper time, reliable, and consistent). We know Chris has been all of these.
5. Good equipment
6. At the meeting there were members of the public there that visit the cemetery frequently for their family and loved ones. Their support was also for Chris for the job that he has done over the last 3 years.

In conclusion Chris is our recommendation for this contract. There is a cost and then there is a value to consider. At a cemetery you mow emotions more than you mow the grass. It takes a very slight mistake to make a loved one extremely upset. Chris and his wife Jenny have displayed their compassion for this task.

The Board would like to thank the Council for their support on this matter.

Sincerely,

Tipton Masonic Cemetery Board

17. This instrument constitutes the entire agreement between the parties and 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, 2016 to March 15, 2017	\$ <u>27000.00</u>
Year 2 – March 16, 2017 to March 15, 2018	\$ <u>27500.00</u>
Year 3 – March 16, 2018 to March 15, 2019	\$ <u>28000.00</u>

By:

CONTRACTOR: \_\_\_\_\_  
(Printed Name) Signature

DATE: \_\_\_\_\_

For the City of Tipton, Iowa  
PUBLIC AGENCY: \_\_\_\_\_  
Mayor (Printed Name) Signature

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk (Printed Name) Signature

DATE: \_\_\_\_\_

17. This instrument constitutes the entire agreement between the parties and 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, 2016 to March 15, 2017	\$ <u>27,000</u>
Year 2 – March 16, 2017 to March 15, 2018	\$ <u>27,300</u>
Year 3 – March 16, 2018 to March 15, 2019	\$ <u>27,600</u>

By:

CONTRACTOR:

Robert Ehrst  
(Printed Name)

[Signature]  
Signature 563-219-2259

DATE: 3-14-2016

**For the City of Tipton, Iowa**

PUBLIC AGENCY:

\_\_\_\_\_  
Mayor (Printed Name)

\_\_\_\_\_  
Signature

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk (Printed Name)

\_\_\_\_\_  
Signature

DATE: \_\_\_\_\_

*This document has been amended from its original form, as of March, 2016. Deletions are shown in ~~strike through~~ font, additions in bold italic. The final form contract will be a clean copy, as described. tdl*

17. This instrument constitutes the entire agreement between the parties and 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, 2016 to March 15, 2017	\$ <u>28,000</u>
Year 2 – March 16, 2017 to March 15, 2018	\$ <u>28,000</u>
Year 3 – March 16, 2018 to March 15, 2019	\$ <u>28,000</u>

By:

CONTRACTOR: Chris Tholon Ch Th  
(Printed Name) Signature

DATE: 3-14-16

For the City of Tipton, Iowa  
PUBLIC AGENCY: \_\_\_\_\_  
Mayor (Printed Name) Signature

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk (Printed Name) Signature

DATE: \_\_\_\_\_

## TIPTON MASONIC CEMETERY PROJECT CONTRACT

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

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

**FROM:** \_\_\_\_\_ (hereinafter referred to as the  
"CONTRACTOR"  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(address)  
(City, State, Zip Code)

### GENERAL CONDITIONS

1. The Bid and Proposal shall be accepted by the PUBLIC AGENCY at a public meeting of the City Council on \_\_\_\_\_, 2016.
2. A written Proceed Order shall be issued within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and Proposal, and 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 CEMETERY BOARD OF TRUSTEES 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 CEMETERY BOARD OF TRUSTEES for review.
4. The CONTRACTOR shall satisfactorily complete all work within the calendar years beginning March 15, 2016 to March 15, 2018 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.

*This document has been amended from its original form, as of March, 2016. Deletions are shown in ~~striketrough~~ font, additions in bold italic. The final form contract will be a clean copy, as described. tdl*

(This space left blank intentionally)

6. The CONTRACTOR shall be required and agrees to:

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

<b>Class of Coverage</b>	<b>Property Damage</b>
Liability	<i>Minimum \$1,000,000 per incident and <del>to</del> \$2,000,000 aggregate</i>
Workers Compensation	<del>Statutory</del> <i>As required by statute</i>

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 *ten days prior to cancellation.*

- 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:
- i. He / she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, *sexual orientation, gender identity, national origin, age, disability, pregnancy, genetic information, and any other class protected by law.* ~~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, *sexual orientation, gender identity, national origin, age disability, pregnancy, genetic information, and any other class protected by law.* 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 *and all other notices required to be posted under state and federal law.*
  - ii. He / she shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants.
  - iii. He / she shall comply with all provisions of Executive Order 11246 of September 24, 1965, and with the rules, regulations and ~~relevant~~ *applicable* orders of the Secretary of Labor.

*This document has been amended from its original form, as of March, 2016. Deletions are shown in ~~strike through~~ font, additions in bold italic. The final form contract will be a clean copy, as described. tdl*

- 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 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 *any and all* liability and/or claims for damages *for any reason associated with the CONTRACTOR and/ or the CONTRACTOR'S actions, including, but not limited to*, because of bodily injury, death, property damage, sickness, disease or loss and expense ~~arising from and of the CONTRACTOR'S actions under this Contract.~~ *This clause includes indemnification for any reasonable attorney fees incurred by the PUBLIC AGENCY.*
  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. The 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" TIPTON MASONIC CEMETERY PROJECT SPECIFICATIONS

11. Disputes or claims pertaining to the Project Specifications, or workmanship will be mediated by the CEMETERY BOARD OF TRUSTEES 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 in 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 payments then or thereafter due the

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**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 *and the PUBLIC AGENCY shall have a judgement against the CONTRACTOR for all amounts owed plus judgement interest and applicable attorney fees incurred in collecting the same.*

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 CEMETERY BOARD OF TRUSTEES shall be the interpreter of the conditions of termination of this contract and the sole judge of its performance. Upon recommendation from the CEMETERY BOARD OF TRUSTEES, the PUBLIC AGENCY shall provide the CONTRACTOR seven (7) days written notices of termination and the CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.
  - d. *Any other reason permitted under law.*
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 effect for a three year period, with an annual review by the CEMETERY BOARD OF TRUSTEES occurring the week of March 15<sup>th</sup> 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 CEMETERY BOARD OF TRUSTEES 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 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, 2016 to March 15, 2017	\$ _____
Year 2 – March 16, 2017 to March 15, 2018	\$ _____
Year 3 – March 16, 2018 to March 15, 2019	\$ _____

By:

CONTRACTOR: \_\_\_\_\_  
(Printed Name) Signature

DATE: \_\_\_\_\_

**For the City of Tipton, Iowa**  
PUBLIC AGENCY: \_\_\_\_\_  
Mayor (Printed Name) Signature

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk (Printed Name) Signature

DATE: \_\_\_\_\_

**EXHIBIT "A"**  
**TIPTON MASONIC CEMETERY PROJECT SPECIFICATIONS**

The following project specifications are general guidelines for the maintenance and upkeep of the Tipton Masonic Cemetery. It is the CONTRACTOR's responsibility to provide and maintain any and all equipment necessary to complete these specifications and fulfill the contract. The CEMETERY BOARD OF TRUSTEES and/or PUBLIC WORKS DIRECTOR may be consulted throughout this contract if, in unusual circumstances, City equipment or personnel are needed, i.e blizzards, severe weather, etc.

**Mowing:**

It is the CONTRACTOR's responsibility to ensure that grass and weeds on the cemetery grounds will not be taller than 4 inches (during dry seasons the Cemetery may need mowed to uniformly groom the grass in spots, during wet season multiple weekly mowing may be required).

CONTRACTOR agrees to mow the grass to the desired height without windrowing grass or leaving clipped grass on the headstones either by using a rear discharge mower or blowing clippings off daily with their leaf blower.

**Trimming:**

Trimming around head stones and other obstacles will be required to maintain less than a 4 inch growth in the cemetery (the trimming may not have to be done with every mowing but should be uniform in appearance with the rest of the grass in the Cemetery).

The CONTRACTOR agrees that no spraying or weed eating will be done to kill the grass around the head stones to have a dirt border around the headstones.

**Grave Site Care:**

~~The CONTRACTOR is responsible for notifying the PUBLIC AGENCY'S approved contractor when a grave opening is required.~~

~~The CONTRACTOR will be responsible for hauling fill dirt away from the grave and to transfer the dirt to an approved dump site and leveled off after each occurrence as to not have unsightly piles.~~

~~The CONTRACTOR will be responsible to fill the graves and take excess dirt around to level other grave sites that have settled as needed for a neat appearance.~~

The CONTRACTOR will be responsible for reseeding the new grave sites and where ever dirt is placed to maintain the desired appearance.

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### **Head stone care and maintenance:**

It is the responsibility of the CONTRACTOR to provide insurance to cover the costs of repairs to the Head stones that they have damaged.

*\* It will be the Cemetery Board responsibility to decide if CONTRACTOR is "At Fault", "Act of God", "Normal Repairs" or "Accidental Damages". If "At Fault" (defined as the Sexton Contractor is responsible for the damages, intentional or unintentional) the CONTRACTOR is responsible for repairs. If "Act of God" (defined as wind, hail, rain, fallen tree or limb, lightning, or any other act of nature) the property owner is responsible. If "Normal Repairs" (defined as vase replacement, weathered stones, minor damages from unwitnessed damages) will be the responsibility of property owner. If "Accidental Damages" (Defined as unintentional incident such as a vehicle running into a head stone) it would be the responsibility of the person who did the damages or the property owner.*

### **Snow-Removal**

~~The CONTRACTOR will be responsible for the snow removal of the roadways and preparation to a funeral site. The CONTRACTOR shall have a snow blower to clear the roadways as blades can damage the head stones and create obstructions when plowing the snow to the side while clearing roadways.~~

~~The CONTRACTOR will supply their own blower equipment to sufficiently clear do the snows of 10" or less from roadways and funeral sites. In the event that a snow event drifts or delivers more than 10 inches, then the CONTRACTOR may call the Public Works Director to help plow through the Cemetery (CONTRACTOR may contact City Manager in case of scheduling conflict with Public Works Director). Snow is to be cleared either by CONTRACTOR within 24 hours after snow stopped falling.~~

### **Tree Trimming:**

The CONTRACTOR shall be responsible for "Normal Tree Trimming" (defined as: low hanging branches that would restrict the mowing process, low broken branches, and fallen limbs) and cut up and pile in an approved area (the City will be responsible for tree *pruning topping*, tree removal, stump removal, and large branch *removal trimming*).

The CONTRACTOR will make accommodations with the Public Works Director in advance of any trimming so that branches can chipped or hauled away to specified area of the City. Care shall be taken in scheduling these events in an effort to limit the negative appearance of brush piles and/or the killing of vegetation.

### **Garbage Removal:**

The CONTRACTOR after consultation with the Cemetery Board shall determine where garbage containers are to be placed so that it is convenient for the public and City staff. The CONTRACTOR shall make accommodations with the Public Works Director on container pickup depending on the usage.

### **Flower Pick Up:**

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The CONTRACTOR will be responsible for flower removal from grave locations twice a year, Spring and Fall. Notice shall be posted on signs at the cemetery and the City shall publish in advance each pick up notice allowing enough time for those who wish to save their flowers and the opportunity to retrieve flowers. The CONTRACTOR shall notify the City as to the timing of the removal so that proper notifications may be given the Public.

**Road Maintenance:**

The PUBLIC AGENCY shall be responsible for any and all road repairs or improvements. If a problem arises in the roadways the CONTRACTOR shall notify the CEMETERY BOARD OF TRUSTEES and PUBLIC WORKS DIRECTOR for repairs.

**Cemetery Building:**

~~The PUBLIC AGENCY will make available a building for the CONTRACTOR to store their equipment on site. The City will be responsible for any utility costs associated with the building. Any LP Gas used in the building will be the responsibility of the CONTRACTOR.~~

~~Any repairs to the building should be approved by the CEMETARY BOARD OF TRUSTEES and may be completed by the CONTRACTOR or PUBLIC AGENCY.~~

~~Possible additions to duties: At the present time it will be the City's responsibility to mark the grave site, sell the cemetery lots, handle the money exchange for the lots, and present a Deed to the lot owner. If and when the GIS program is completed and the CONTRACTOR is properly trained, the PUBLIC AGENCY may request that it become part of the duties of the CONTRACTOR.~~

**AGENDA ITEM #L - 1**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	April 4, 2016
<b>AGENDA ITEM:</b>	Request for Meeting, Louisa Generating Station Operating Committee Amended Transmission Agreement, for the April 18, 2016 Council Meeting.
<b>ACTION:</b>	Motion and vote to hold public meeting April 18.

**SYNOPSIS:** The City of Tipton is part owner of the Louisa generating station, and party to contracts related to energy transmission. The City is obligated by this ownership contract to cooperate with the other owners to maintain, in this case, access to transmission facilities or systems that are in the best interest of operations for all. There will be more documentation forthcoming for the April 18 meeting.

This step provides authority to place this matter on the agenda for a regular City Council meeting.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** Electric Superintendent

**MAYOR/COUNCIL ACTION:** Voice vote to approve setting a public meeting on the April 18, 2016 Council agenda

**ATTACHMENTS:** Louisa Group Attorney cover letter

**PREPARED BY:** Tim Long

**DATE PREPARED:** April 1, 2016

March 30, 2016

Tim Long  
City of Tipton  
407 Lynn Street  
Tipton, IA 52772

RE: SECOND AMENDED AND RESTATED LOUISA TRANSMISSION  
FACILITIES AGREEMENT, AND SECOND AMENDED AND  
RESTATED LOUISA OPERATIONS AGREEMENT

Dear Tim:

You have received information on the proposed amendments to the Louisa Transmission Facilities Agreement and the Louisa Transmission Facilities Operating Agreement (the "Agreements") to reflect the ownership of certain facilities by ITC Midwest and IPL, allocation of costs, and other revisions by ITC Midwest or MidAmerican. The Agreements must be amended ("the Amendments"), and the utilities participating in the Agreements must consent to the Amendments. The Agreements are governed by Chapter 390 of the *Iowa Code* and, therefore, a public hearing is required to amend the Agreements and give Consent.

Two meetings and one publication are required. The proceedings marked "1st Set" are to be used when your governing body meets to approve and consent to the Amendments and set a date for public hearing. The Notice enclosed with this first set of procedure must be published in your local legal newspaper once, at least 10 clear days prior to the hearing.

The proceedings marked "2nd Set" are to be used following publication of the Notice to conduct the public hearing and finally adopt the Amendments and consent thereto.

An extra set of all proceedings is enclosed to be completed as the original and certified back to me, together with your certificate and the publisher's affidavit of publication of the Notice of Hearing. After the public hearing and final adoption of the Amendments, the enclosed Amendments can then be executed as the original and returned to me.

Please be sure that a copy of the Amendments is on file with the City Clerk, at the time the Notice is published because members of the public are entitled to have access to the documents for review.

At the hearing any person may appear or petitions may be filed objecting to entering into the Amendment. Interested objectors may also appeal from the decision to enter into the Amendment. See *Iowa Code* Sections 73A.3, 73A.4 and 390.3. Please contact me immediately if objections or appeals are filed.

If you have any questions concerning the enclosed, please let me know.

Very truly yours,

AHLERS & COONEY, P.C.

By



Steven M. Nadel

SMN:ac

01161732-2\19867-004

# ORIGINAL

(This Notice to be posted)

## NOTICE AND CALL OF PUBLIC MEETING

Governmental Body:       The City Council of the City of Tipton, Iowa.  
Date of Meeting:           April 18, 2016  
Time of Meeting:         \_\_\_\_\_ o'clock \_\_.M.  
Place of Meeting:         Tipton City Hall, 407 Lynn Street, Tipton, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for said meeting is as follows:

- Resolution fixing date for a meeting on the proposition of entering into a Second Amended and Restated Louisa Transmission Facilities Agreement and a Second Amended and Restated Louisa Transmission Operating Agreement, each between and among MidAmerican Energy Company, the Municipal Electric Utility of the City of Tipton, Iowa, and certain other utilities and electric cooperative associations.

Such additional matters as are set forth on the additional \_\_\_\_\_ page(s) attached hereto. (number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of said governmental body.

\_\_\_\_\_  
City Clerk, City of Tipton, State of Iowa

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	April 4, 2016
<b>AGENDA ITEM:</b>	Brief Closure of East 5 <sup>th</sup> Street, Morning of April 23, 2016, for Governor's Presentation to the Hardacre Theater Preservation Association.
<b>ACTION:</b>	Motion and roll call vote

**SYNOPSIS:** The Hardacre Theater Preservation Association is to be presented an award by Governor Branstad on Saturday, April 23, 2016, at 10:30 a.m. The Association has requested closing East 5<sup>th</sup> Street in front of the Theater to facilitate the event. It is a best practice for City Councils to authorize the closing of a street, by motion and vote.

We anticipate a formal request from the Hardacre Theater Preservation Association, and will deliver it to the Council upon receipt.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** Public Works / Public Safety / Community Development.

**MAYOR/COUNCIL ACTION:** Motion and voice vote to approve the closing of East 5<sup>th</sup> Street, between Cedar and Meridian Streets, for the morning of Saturday, April 23<sup>rd</sup>, 2016

**ATTACHMENTS:** Hardacre Theater Preservation Association Request *Pending*

**PREPARED BY:** Tim Long

**DATE PREPARED:** April 1, 2016

