

**City of Tipton, Iowa**

**Meeting:** Tipton City Council Meeting  
**Place:** Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772  
**Date/Time:** Monday, November 13, 2017, 5:30 p.m.  
**Web Page:** www.tiptoniowa.org  
**Posted:** Friday, November 9, 2017 (Front door of City Hall & City Website)

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<b>Mayor:</b>	Bryan Carney		
<b>Council At Large:</b>	Leanne Boots	<b>Council At Large:</b>	Pam Spear
<b>Council Ward #1:</b>	Ross Leeper	<b>Council Ward #2:</b>	Dean Anderson
<b>Council Ward #3:</b>	Tim McNeill		
<b>City Manager:</b>	Brian Wagner	<b>City Attorney:</b>	Lynch Dallas, P.C.
<b>Finance Director:</b>	Melissa Armstrong	<b>Gas Utilities Supt:</b>	Virgil Penrod
<b>City Clerk:</b>	Amy Lenz	<b>Electric Utilities Supt:</b>	Floyd Taber
<b>Dir. of Public Works:</b>	Steve Nash	<b>Water &amp; Sewer:</b>	Brian Brennan
<b>Police Chief:</b>	Lisa Kepford	<b>Emergency Med Dir:</b>	Brad Ratliff
<b>Park &amp; Recreation:</b>	Adam Spangler	<b>Economic Dev. Director:</b>	Linda Beck

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

If you wish to address the City Council regarding an issue, whether on the agenda or something not on the agenda, please approach the lectern at this time and give your name and address for the public record before discussing your item.

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 - City Council Minutes, October 23, 2017
2. Approval – City Council Minutes, October 30, 2017
3. Approval – Library Minutes, September 25, 2017
4. Approval – Library Director’s Report, September 2017
5. Approval – Airport Minutes, October 11, 2017
6. Approval – Airport Minutes, October 17, 2017
7. Approval – Liquor License Renewal, Casey's

G. Public Hearing

H. Ordinance Approval/Amendment

I. Resolutions for Approval

1. Resolution of Support for RAGBRAI (The resolution will be presented at the meeting by CCBC.)

**J. Mayoral Proclamation**

**K. Old Business**

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

**M. Motions for Approval**

1. Consideration of Claims
2. Consideration of Garbage Exemption, 514 East 5<sup>th</sup> Street
3. Consideration of Northern Natural Gas Amendment Service Agreement (Virgil)
4. Consideration of Air Tanks Inspection in the Power Plant not to Exceed \$2,500 (Floyd)
5. Consideration of Transformers for Lemon Street Project for \$5,940, Contingent on the Acceptance of a Bid (Floyd)
6. Consideration of Directional Boring Quote for \$11,080 (Floyd)
7. Consideration of Development Commission Ordinance, Option 1 and Option 2 (Brian)
8. Consideration of HBK Engineering Agreement for James Kennedy Family Aquatic Center (Brian)
9. Consideration of Terracon's Quote to do Borings Related to the Lemon Street Project at an Estimated Cost of \$2,950 - \$3,450, as Recommended by McClure Engineering (Steve can answer questions, if needed.)

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

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

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

**P. Adjournment**

Pursuant to §21.4(2) of the Code of Iowa, the City has the right to amend this agenda up until 24 hours before the posted meeting time.

If anyone with a disability would like to attend the meeting, please call City Hall at 886-6187 to arrange for accommodations/transportation.

October 23, 2017  
Tipton Fire Station  
301 Lynn Street  
Tipton, Iowa

The City Council of the City of Tipton, Cedar County, Iowa, met in regular session at 5:30 p.m. Mayor Carney called the meeting to order. Upon roll being called the following named council members were present: Boots, Spear, Leeper, Anderson and McNeill. Also present: Wagner, Lenz, Armstrong, Nash, Kepford, Ratliff, K. Johnson, Daufeldt, Donohoe, other visitors and the press.

**Agenda:**

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

**Communications:**

1. Representative Bobby Kaufman gave legislative updates. Four issues coming up are Tax Reform, Water Quality, Work Force Development and Mental Health. Kaufman plans to help Tipton in any way he can with the wastewater plant process and to get the pilot study approved with the DNR. And, to help with EMS reform, and see that more funding is provided statewide.
2. Mary Swan stressed her concerns about heavy farm equipment traveling on Plum Street.
3. Larry Hodgden shared his concerns about street repairs not being done. Hodgden believes that the City spends too much on engineers.

**Consent Agenda:**

Motion by Anderson, second by Spear to approve the consent agenda which includes the October 9, 2017, Council Meeting Minutes, September 2017 Treasurer's and Investment Report, October 2017 Tipton Development Director's Report, October 17, 2017, Airport Minutes, and Liquor License renewals for Pizza Hut and Dollar General. Following the roll call vote the motion passed unanimously.

**Resolutions for Approval:**

1. Resolution 102317A: Accepting the Park Improvements Project as Complete  
Motion by Leeper, second by Boots to approve Resolution 102317A, the resolution accepting the Park Improvements Project as complete. Following the roll call vote the motion passed unanimously.

**Discussion Items (No Action):**

1. Reminder: Storm Sewer Flood Simulation on October 25 (per Brian Brennan and Steve Nash)  
As a reminder, we wanted to bring to your attention a soon coming project that you may notice going on around town. McClure Engineering will be conducting Storm Sewer Flood Simulation starting October 25th. This is a continuation of work that was approved by Council at the May 1, 2017 meeting.

With sewer smoke testing last summer, the McClure Staff identified multiple trouble areas around town. The next step is to televise sanitary sewers in these same areas while flooding large volumes of water into the neighboring storm sewer pipes. We are very hopeful that in this process McClure Staff can pinpoint trouble areas and sources of Inflow and Infiltration (I & I). We then can follow up with repairs to eliminate the problems and ultimately have a more efficient sanitary sewer operation.

This Storm Sewer Flood Simulation project will take place in multiple areas around town. There will likely be traffic control required with some of the steps. Many residents will wonder what is going on. There will be men entering sanitary sewer manholes and storm sewer intakes to place plugs, sandbags, and other associated equipment. For these reasons, we wanted you to be aware of the details of the project.

**Motions for Approval:**

1. Claims List

ALBAUGH PHC INC	RESTROOM REPAIRS	215.00
AQUA PRODUCTS K.C.	POOL PARTS	11.34

AUCA CHICAGO LOCKBOX	MATS	92.15
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	212.00
CEDAR COUNTY CO-OP	FUEL DISCOUNT	18127.76
CHALLIS LAWN CARE	AERATION IN PARK FOR REC	450.00
CINTAS CORPORATION #342	UNIFORMS, SHOP TOWELS, MATS	197.19
CJ COOPER & ASSOC INC	PRE EMPLOY MEETING	105.00
CULVER COMPANY	MISC SUPPLIES	367.13
CUSTOM BUILDERS INC	UPS CHARGES	111.35
EASTERN IOWA LIGHT & POWER	EAST LAGOON	880.09
ELECTRICAL ENGINEERING & E	POOL PARTS	540.32
EMERGENCY MEDICAL PRODUCTS	MEDICAL SUPPLIES	63.33
FAMILY FOODS	OPERATING SUPPLIES	61.97
FASTENAL COMPANY	ENGINE PARTS	517.00
G & K SERVICES	UNIFORMS	86.12
IMAGE TREND INC	CLEARING HOUSE SERVICES	212.00
INTEGRATED TECHNOLOGY PART	MONTHLY MAINTENANCE CHARGES	2947.70
IOWA DEPT OF NATURAL RESOU	ANNUAL WATER USE FEE	134.00
KELTEK INCORPORATED	REPAIR PARTS	893.19
L L PELLING CO INC	7.52 COLD MIX	812.16
MC CLURE ENGINEERING COMPA	LEMON ST IMPROVEMENTS	13769.73
MIDWEST WHEEL COMPANIES	REPAIR PARTS	929.53
MISC. VENDOR	STOP STICK:2 RACK KITS	930.00
MOELLER TIPTON TIRE & AUTO	PARTS	49.90
NEW PIG CORPORATION	MAT	94.71
NILES CHIROPRACTIC	PRE EMPLOY SCREENING	25.00
POSTAL SOURCE	LABELS	51.85
POWER LINE SUPPLY	OVERHEAD SUPPLIES	1178.71
PSC DISTRIBUTION INC	WATER PLANT SUPPLIES	118.76
QC ANALYTICAL SERVICES LLC	WASTEWATER TESTING	3214.00
REPUBLIC SERVICES OF IOWA	RECYCLING SORT FEES	1176.53
RESCO	OVERHEAD SUPPLIES	2491.42
SHERMCO INDUSTRIES INC	SERVICE CALL FOR ENGINE	1920.00
SPINUTECH INC	OCT EMAIL MARKETING	25.00
STATE HYGIENIC LABORATORY	POOL TESTING	474.00
STUART C IRBY CO	UNDERGROUND SUPPLIES	850.60
THOMPSON TRUCK & TRAILER	OPERATING SUPPLIES	21.93
TIPTON CONSERVATIVE	THANK YOU, TOUCH A TRUCK	150.00
TIPTON ELECTRIC MOTORS	SWITCH	8.78
TIPTON PHARMACY	PHARMACEUTICALS	221.44
TYLER TECHNOLOGIES INC	UTILITY BILL NOTIFICATION	28.10
UTILITY SALES & SERVICE IN	SUPPLIES FOR SERVICE LINES	765.27
ZEP SALES & SERVICE	OPERATING SUPPLIES	291.67
** TOTAL **		55823.73

<b>FUND TOTALS</b>	
001 GENERAL GOVERNMENT	5372.66
600 WATER OPERATING	269.76
610 WASTEWATER/AKA SEWER REVE	4604.57
630 ELECTRIC OPERATING	23963.47
640 GAS OPERATING	1046.05
660 AIRPORT OPERATING	1094.73
670 GARBAGE COLLECTION	1184.78
740 STORM WATER	12675.00
810 CENTRAL GARAGE	4573.16
835 ADMINISTRATIVE SERVICES	1039.55
<b>GRAND TOTAL</b>	<b>55823.73</b>

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

**2. Pay Application No. 3, Triple B Construction**

Motion by Anderson, second by Leeper to approve Pay Application No. 3, to Triple B Construction, in the amount of \$2,676.39, with the City's share being \$1,513.15, and the school's share \$1,163.24, for the football field and City park sidewalk, drainage and parking improvement project. Following the roll call vote the motion passed unanimously.

**3. Garbage Exemption Request, 55 Meridian Street**

Motion by McNeill, second by Spear to approve a partial garbage exemption for Jim and Maureen Bowie at 55 Meridian Street, reducing the amount from \$18.25 per month to \$9.13 per month. Following the roll call vote the motion passed unanimously.

**4. Lease Agreement, Northside Parking Lot of the Cedar County Courthouse**

Motion by Leeper, second by Spear to approve the lease agreement for the northside parking lot of the Cedar County Courthouse. Following the roll call vote the motion passed unanimously.

**5. Appoint a Temporary Committee(s)to:**

- a. Consider Possible Street Projects
- b. Select an Engineering Firm for the Hwy 38/Cedar Street Project

Motion by Spear, second by Anderson to appoint Boots and McNeill to the committees for consideration of possible street projects, and in selecting an engineering firm for the Hwy 38/Cedar Street Project. Following the roll call vote the motion passed unanimously.

**Reports of Mayor/Council/Manager/Department Heads:**

Council member Boots attended the CCEDCO meeting. They are being held at the Cedar County Courthouse now.

**Closed Session:**

Closed Session, Pursuant to Iowa Code Chapter 21.5(1)), the City Council may enter in closed session, "to discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for the property." Motion by McNeill, second by Boots to adjourn from regular session to closed session pursuant to Iowa Code Chapter 21.5(1)), the City Council may enter in closed session, "to discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for the property", at 6:19 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 6:31 p.m., with the following council member's present: Leeper, McNeill, Boots, Anderson and Spear. Also present: Wagner, Armstrong and Lenz. Motion by Leeper, second by Boots to not purchase the parcel of land for sale directly to the west of the Fire Station, at 214 West 3<sup>rd</sup> Street, from Chris Sorgenfrey. Following the roll call vote the motion passed unanimously.

**Closed Session:**

Closed Session, Pursuant to Iowa Code Chapter 21.5(1)I, the City Council may enter in closed session, "to discuss the City Manager's performance evaluation." Motion by McNeill, second by Boots to adjourn from regular session to closed session pursuant to Iowa Code Chapter 21.5(1)I, the City Council may enter in closed session, "to discuss the City Manager's performance evaluation", at 6:34 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 6:40 p.m., with the following council member's present: Leeper, McNeill, Boots, Anderson and Spear. Also present: Armstrong and Lenz. Motion by McNeill, second by Leeper to approve City Manager Wagner's three-month and six-month performance evaluation. Following the roll call vote the motion passed unanimously. Motion by Spear, second by Anderson to approve City Manager Wagner's pay raise to begin on his six-month anniversary date of November 30, 2017. 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 Leeper, second by Boots. Following the roll call vote the motion passed unanimously. Meeting adjourned at 6:42 p.m.

Mayor \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

<b>REVENUE RECEIVED</b>	
<b>September, 2017</b>	
Property Taxes	167,216.65
Local Option Sales Tax	21,067.25
Licenses & Permits	600.00
Use of Money and Property	24,743.92
Intergovernmental	42,361.97
Charge for Services	604,492.66
Special Assessment	1,235.00
Miscellaneous	63,965.93
Sale of Fixed Assets	0.00
<b>TOTAL</b>	<b>\$925,683.38</b>

October 30, 2017  
Tipton Fire Station  
301 Lynn Street  
Tipton, Iowa

The City Council of the City of Tipton, Cedar County, Iowa, met in special session for the Goal Setting Session at 5:00 p.m. Mayor Carney called the meeting to order at 5:15 p.m. The following named council members were present: Anderson, Spear, Boots, McNeill and Leeper. Also present: Wagner, Armstrong, Lenz, Taber, Penrod, Nash, K. Johnson, B. Brennan, Ratliff and the press.

### **Introductions and Opening Comments/General Overview of the Meeting and the Strategic Planning Report – Pat Callahan with Callahan Municipal Consultants**

Callahan gave a brief background description of his career. Callahan reviewed the ground rules for the meeting and gave a general overview of the meeting and the strategic planning report.

### **Brief Review of City Accomplishments – Past Two Years**

1. Hiring new staff to fill positions.
2. Power plant improvements – install CAT engine and repaired Fairbanks Morse. Started MISO process for all engines to be accredited.
3. Repaired Cedar Street north end water main.
4. Took water/wastewater department back in house.
5. Realigned gas and electric utility rates to enhance capital improvements funding.
6. Purchased digger derrick and public works and water department pickups without bonding.
7. Continue to be financially frugal and pay down debt.
8. Moving forward with James Kennedy Family Aquatic Center improvements with lawsuit funds.
9. Completed I and I survey with McClure and developed a preliminary priority repair plan.
10. Completed and implemented the Verisight wage study.
11. Elected Bryan Carney as mayor.
12. Economic Development Director office relocation.
13. Freedom Rock
14. Fiber and new internet company for the City.
15. Worked with the school on improvements in the park.
16. Sidewalk and lighting on north side of the library.
17. Purchased Tyler U to help staff/reduce travel costs.
18. Police department has switched to computerized tickets and complaints. It is all electronically sent to the courts and county attorney. And, all training certifications are in the Shieldware computer program.
19. Police department has on-line training for all full-time and part-time officers.
20. Police department implemented a follow-up procedure for all incidents.
21. Help start/continue Trunk-or-Treat.
22. Increased community involvement from all officers. Re-established a working relationship with other departments in the county.
23. Establishment of training/cross training in water/wastewater.
24. 200 plus tree removals in the past five years of old mature hazard trees.
25. Replacement of 12 to 13 decrepit storm water intakes.
26. Front addition at City Hall.
27. New practice ball field at the park which was built by in-house staff.

### **Brief Review of Issues, Concerns and Trends**

Callahan reviewed the list of issues and concerns on the lists of the Mayor and Council, and the department heads.

### **Review and Ranking of Programs, Policies and Initiatives**

After voting, the following significant programs, initiatives and policies were the priorities chosen by the Mayor and Council:

#### **1<sup>st</sup> Tier:**

1. Re-prioritize five-year street plan.
2. Individual Capital Improvement Plans for each department.
3. Revamping of DRIP funding requirements and qualifications to broaden scope of businesses able to use the funding.

4. Establishing City funded revolving loan fund to help out local businesses.
5. Utilize TIF money for downtown improvements and identify potential areas developers are able to use the same to build affordable housing.
6. Growing ambulance service.
7. City owned telecom/internet service.
8. Regarding McClure's storm and sewer issues – adopt a program that pays for the projects so that the City can start the repairs.

**2<sup>nd</sup> Tier:**

1. Revolving loan fund for homeowners.
2. Set a housing plan in motion (new homes/subdivisions).
3. Require departments to pursue grant funding.
4. Re-do storage system.
5. Feasibility Study – Natural Gas – Deer Run Addition
6. Bike path planning and funding.

**Review and Ranking of Capital Projects and Equipment Purchases**

After voting, the following significant capital projects and equipment purchases were the priorities chosen by the Mayor and Council:

1. Complete a minimum number or more of annual street and water/sewer projects.
2. Bike/walking trail where funding is available.
3. Permanent council chambers.
4. Kiosk at cemetery with mapping.
5. New 60# gas main extension from TBS to South Street would increase capacity in the industrial park and possibly extend to the Deer Run addition.
6. Cement area to park the squads with a canopy of some type.
7. Ambulance

**Review/Evaluate Teamwork Objectives**

Callahan reviewed the list of teamwork responses of the Mayor and Council, and the department heads.

**Final Report**

Callahan will put together a final report and get it sent to the Mayor and Council. Mayor Carney thanked everyone for coming.

**Adjourn:**

With no further business to come before the council a motion to adjourn was made by Spear, second by McNeill. Following the roll call vote the motion passed unanimously. Meeting adjourned at 8:02 p.m.

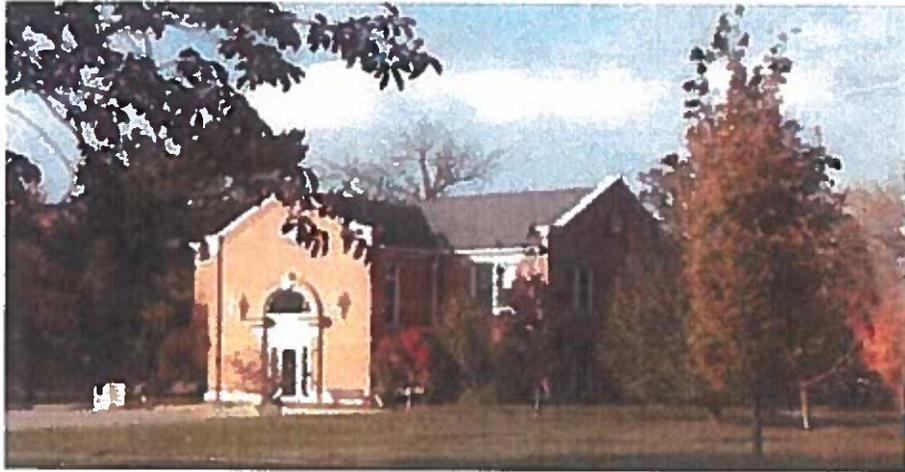
Mayor \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Tipton Public Library  
Board of Trustees Meeting  
September 25, 2017

1. **Call to order-** Trustees present- Heather W.; Marcus H.; Jamie M.; Dale J.; Denise S.
2. **Approval of Agenda-** Dale moved; Marcus second; motion passed
3. **Approval of last meeting minutes-** Marcus moved; Heather second; motion passed
4. **Open Forum-** Friends of the Library presented their sketch of the painted window that will be displayed in the archway over the east door. They will let us know when completed.
5. **Director's Report-** Strategic Planning meeting will be held on October 18<sup>th</sup> starting at 5:30. The library workers and board will work on mission statement and goals.
  - CCLA will be October 16<sup>th</sup> at Bennett Library at 7:00 pm
  - Library worker gave two-week notice (moving out of town); Ad in paper
  - Library will be **closed** all day October 19<sup>th</sup> (Due to training)
6. **Education-** Revisited the Five Primary Roles of Public Library Boards
7. **Finance Report-** Dale moved; Marcus seconded; motion passed
8. **Finance Committee-** Will be meeting in October to start working on next years budget.
9. **Personnel Committee-** Have met and working on evaluation of director
10. **Maintenance Report-** Nothing to report
11. **Friends of the Library-** Book sale in November
12. **Old Business-** None
13. **New Business-** Dale moved; Marcus second; to purchase light to be placed pole on Cedar Street to illuminate front on the library. Motion passed
  - Reviewed the policy of Confidentiality of Library Records- Marcus moved; Heather second; motion passed
  - Discussed changing library hours- tabled until next month
14. **Miscellaneous-** Set date/time for next meeting- Board meeting will be part of strategic planning meeting on October 18<sup>th</sup>
15. **Adjournment-** Marcus moved; Heather second.

*Tipton Public Library*  
*September 2017 Director's*  
*Report*



*Prepared by Denise Smith*

*Library Director*

*To*

*Library Board, Mayor Carney, Council Members and City Manager*

*October 2017*

## Statistics Sept. 2017

	Sept..	YTD
Total Circulation	2,669	9,651
Computer Use	429	1,640
WiFi Usage	116	393
Number of Attendance at Programs Held	231	1,131
Transactions for Copies made	176	626
Transactions for Faxes Sent	18	64
Transactions for ILL checked out	29	79
Transactions for Keurig Drinks	37	67
Transactions for Friends of Library	27	123

### Circulation by Material Types

	Sept..	YTD
Adult books	727	2,340
Teen Books	145	494
Children's books	926	3,704
DVDs	709	2,676
CDs	103	273
Magazines	46	164
Other	13	38

### Library Staff

Denise Smith  
*Director*

Diane Wallick  
*Assistant Director*

Tryeann Schultz  
*Library Assistant*

Karree Bandfield  
*Library Assistant*

Cindy Kunde  
*Library Assistant Sub*

Jill Gaul  
*Library Assistant Sub*

John Barnum  
*Custodian*

### Library Board of Trustees

Jamie Meyer-President

Dale Jedlicka-Vice President

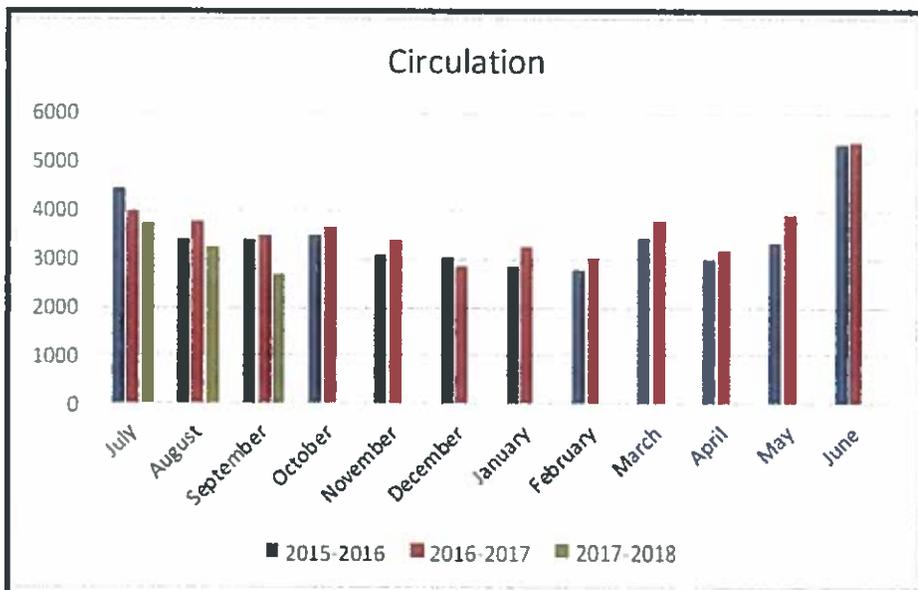
Heather Sloma-Weber

Jennifer Johnson-Secretary

Marcus Hertert

Jim McCollough

Shirley Kepford





## RESOURCES-YTD



	Sept.	YTD
Taxes	\$16,868.65	\$19,047.57
D.State A/EI	\$1,887.02	\$1,887.02
Rural Funding	\$0	\$0
Fines and Fees	\$178.39	\$897.87
Donations	\$285.19	\$325.92
Reimbursements	\$32.00	\$86.00
Refunds	\$0	\$22
Miscellaneous	\$169.05	\$696.15
Total Revenues	\$19,420.30	\$22,940.75

## USE OF RESOURCES-YTD

	Sept.	YTD
Staff	\$11,021.50	\$26,788.58
Staff Benefits	\$1,110.47	\$4,017.23
Materials	\$2,637.40	\$6,702.26
B. Maintenance	\$31.13	\$3,898.01
G. Maintenance	\$308.59	\$1,331.84
Technology	\$109.99	\$109.99
Programming	\$405.79	\$891.93
Miscellaneous	\$3,084.32	\$17,504.69
Total Resources	\$18,709.19	\$61,244.87

## Monies Spent on Library Materials

	Sept.	YTD
Books	\$1,974.81	\$5,431.15
DVDs	\$172.90	\$1,220.52
CDs	\$221.25	\$630.00
Mag./News.	\$322.40	\$322.40



## Tipton Airport Committee Meeting

October 11, 2017, 6:00 pm at the terminal, Mathews Memorial Airport, Tipton, Iowa.

Airport manager Max Coppess called the meeting to order with a roll call. Those present: Max Coppess, Sandy Gleaves, Mike Moes, Scott Pearson, Jim Rohlf and Pam Spear. Larry Lynch attended as a guest. The agenda and last month's minutes were approved with a motion by Scott and a second by Pam.

In unscheduled business, Larry Lynch mentioned that one option would be to asphalt between the two aprons between his new hangar and the one to the west. If the city had the money, this might amount to around \$3,500.

John Newton was unable to attend the meeting to discuss his FBO proposal.

Item 6 was tabled until the special meeting, now scheduled for Tuesday, October 17 at 6:00pm at the terminal. Max will see if John Newton can attend this meeting.

Repairs to the taxiway are scheduled for October 16-20. Max will call in a NOTAM. It's possible that repairs will be completed sooner, in which case Max can cancel the NOTAM. They will make sure that water drains appropriately over the taxiway.

Max reported fuel sales of 979 gallons for September for a total of \$4284.93 and profit of \$513.96. While depressed for a while between fuel loads, the current profit per gallon is \$.64.

The Young Eagles day was a great success, with 195 rides given.

With no other business to discuss, a motion to adjourn was presented by Scott, with a second by Sandy. Meeting closed at 6:35.

Respectfully submitted by Mike Moes and Sandy Gleaves.

This meeting is held at the airport terminal and is always open to the public. Minutes are posted on the bulletin board inside the terminal.

## Tipton Airport Committee Meeting

October 17th, 2017 -6:01 at the terminal, Mathews Memorial Airport, Tipton, Iowa.

Max Coppess called the special meeting to order with a roll call. Those present: Sandy Gleaves, Dave Kruse, Max Coppess, Scott Pearson, Leanne Boots, and Pam Spear. Larry Lynch and Brain Wagner were also present.

John Newton , a possible FBO operator did not show up at the meeting.

The airport improvement plan needs to be updated and a draft sent to the FAA for comments. The committee discussed different options for the CIP. The airport's engineering firm's representative Jay Pudenz was called and answered multiple questions. It was decided Brian would contact the FAA and with Jay discuss options for the plan.

It was noted the contractors were working on the runway repair project making corrections to their work.

The next meeting for the committee will be set for November 6<sup>th</sup> at 6:00 and will include results from Brian's interview with the FAA.

With no other business to discuss, a motion to adjourn was presented by Pam with a second by Scott. Meeting closed.

Respectfully submitted by Dave Kruse.

This meeting is held at the airport terminal and is always open to the public. Minutes are posted on the bulletin board inside the terminal.

## Amy Lenz

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**From:** Licensing2, ABD <licensing2@iowaabd.com> on behalf of licensing@iowaabd.com  
**Sent:** Wednesday, October 25, 2017 2:33 AM  
**To:** Amy Lenz  
**Cc:** Licensing@IowaABD.com  
**Subject:** Liquor License Submitted to Local Authority

Insurance coverage/bond certification has been completed for the following application(s). The application(s) is awaiting local authority review. After local authority approval, the application will be submitted to the Iowa Alcoholic Beverages Division for review.

License #	License Status	Business Name
BC0008141	Submitted to Local Authority	Casey's General Store #72 (1107 Cedar Street Tipton Iowa, 52771137)

Please do not respond to this email.

To check the status of your application follow these steps:

1. Click <https://elicensing.iowaabd.com>
2. Log in to your eLicensing account
3. After reading the 'Beginning April 1st' statement, click ok
4. Click the View Completed Applications link to see your status

PACKET: 02610 Council Mtg 111317

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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01-0025 ADVANCED DRAINAGE SYSTEMS

I 18041503		STORM INTAKE GRATES	AP		R	12/09/2017		294.00	294.00CR	
		G/L ACCOUNT						294.00		
	001 5-291-2-65070	OPERATING SUPPLIES					294.00	STORM INTAKE GRATES		
I 18047483		DROP IN GRATES	AP		R	12/08/2017		260.00	260.00CR	
		G/L ACCOUNT						260.00		
	001 5-291-2-65070	OPERATING SUPPLIES					260.00	DROP IN GRATES		
								REG. CHECK		
								554.00	554.00CR	0.00
								554.00	0.00	

01-0067 ALLEN HOME MAINTENANCE LLC

I 1295		KEYLESS ENTRY DOOR HANDLE	AP		R	11/08/2017		60.00	60.00CR	
		G/L ACCOUNT						60.00		
	001 5-110-2-63100	BUILDING MAINTENANCE & REPAIR					60.00	KEYLESS ENTRY DOOR HANDLE		
								REG. CHECK		
								60.00	60.00CR	0.00
								60.00	0.00	

01-0146 AQUA TECHNOLOGIES OF IOWA

I 8484		ETHYLENE GLYCOL	AP		R	11/08/2017		340.00	340.00CR	
		G/L ACCOUNT						340.00		
	630 5-821-2-65070	OPERATING SUPPLIES					340.00	ETHYLENE GLYCOL		
								REG. CHECK		
								340.00	340.00CR	0.00
								340.00	0.00	

01-0143 AUCA CHICAGO LOCKBOX

I 1876879619		MATS	AP		R	12/09/2017		92.15	92.15CR	
		G/L ACCOUNT						92.15		
	001 5-650-2-63100	BUILDING MAINTENANCE & REPAIR					92.15	MATS		
I 1876886668		MATS	AP		R	12/08/2017		92.15	92.15CR	
		G/L ACCOUNT						92.15		
	001 5-650-2-63100	BUILDING MAINTENANCE & REPAIR					92.15	MATS		
								REG. CHECK		
								184.30	184.30CR	0.00
								184.30	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
-----										
01-0201	BARRON MOTOR SUPPLY									
I 022155		OPERATING SUPPLIES	AP		R	11/08/2017		12.30	12.30CR	
		G/L ACCOUNT						12.30		
	810 5-899-2-65070	OPERATING SUPPLIES						12.30		OPERATING SUPPLIES
I 022192		REPAIR PARTS #182	AP		R	11/08/2017		6.09	6.09CR	
		G/L ACCOUNT						6.09		
	810 5-899-2-63321	REPAIR PARTS						6.09		REPAIR PARTS #182
I 022299		OPERATING SUPPLIES	AP		R	11/08/2017		19.75	19.75CR	
		G/L ACCOUNT						19.75		
	810 5-899-2-65070	OPERATING SUPPLIES						19.75		OPERATING SUPPLIES
I 022305		OPERATING SUPPLIES	AP		R	11/08/2017		5.66	5.66CR	
		G/L ACCOUNT						5.66		
	810 5-899-2-65070	OPERATING SUPPLIES						5.66		OPERATING SUPPLIES
I 022311		REPAIR PARTS #11	AP		R	11/08/2017		42.80	42.80CR	
		G/L ACCOUNT						42.80		
	810 5-899-2-63321	REPAIR PARTS						42.80		REPAIR PARTS #11
		REG. CHECK						86.60	86.60CR	0.00
								86.60	0.00	
-----										
01-0211	BAUER BUILT TIRE									
I 220094472		TIRES #30	AP		R	11/09/2017		1,575.00	1,575.00CR	
		G/L ACCOUNT						1,575.00		
	810 5-899-2-63322	TIRES						1,575.00		TIRES #30
		REG. CHECK						1,575.00	1,575.00CR	0.00
								1,575.00	0.00	
-----										
1-0253	BOUND TREE MEDICAL LLC									
I 82652774		MEDICAL SUPPLIES	AP		R	11/08/2017		204.80	204.80CR	
		G/L ACCOUNT						204.80		
	001 5-160-2-65070	OPERATING SUPPLIES						204.80		MEDICAL SUPPLIES
I 82654183		MEDICAL SUPPLIES	AP		R	11/08/2017		0.56	0.56CR	
		G/L ACCOUNT						0.56		
	001 5-160-2-65070	OPERATING SUPPLIES						0.56		MEDICAL SUPPLIES
I 82657047		MEDICAL SUPPLIES	AP		R	11/08/2017		23.30	23.30CR	
		G/L ACCOUNT						23.30		
	001 5-160-2-65070	OPERATING SUPPLIES						23.30		MEDICAL SUPPLIES

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
-----										
I 82659998		MEDICAL SUPPLIES	AP		R	11/08/2017		16.40	16.40CR	
		G/L ACCOUNT						16.40		
	001 5-160-2-65070	OPERATING SUPPLIES					16.40	MEDICAL SUPPLIES		
				REG. CHECK				245.06	245.06CR	0.00
								245.06	0.00	
-----										
01-0339 CALLAHAN MUNICIPAL CONSULTA										
I 1106170MC		GOAL SETTING SESSION	AP		R	11/08/2017		1,200.00	1,200.00CR	
		G/L ACCOUNT						1,200.00		
	835 5-899-2-64910	CONTRACT SERVICES					1,200.00	GOAL SETTING SESSION		
				REG. CHECK				1,200.00	1,200.00CR	0.00
								1,200.00	0.00	
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01-0465 CEDAR CO PUBLIC HEALTH										
I 102617CCPH		FLU SHOT	AP		R	12/08/2017		30.00	30.00CR	
		G/L ACCOUNT						30.00		
	001 5-150-2-64121	HEALTH SERVICES					30.00	FLU SHOT		
				REG. CHECK				30.00	30.00CR	0.00
								30.00	0.00	
-----										
01-0530 CENTRAL IOWA DISTRIBUTING I										
I 157865		PAVEMENT PAINT	AP		R	11/09/2017		164.00	164.00CR	
		G/L ACCOUNT						164.00		
	001 5-210-2-63992	MAINTENANCE SUPPLIES					164.00	PAVEMENT PAINT		
				REG. CHECK				164.00	164.00CR	0.00
								164.00	0.00	
-----										
01-0570 CHAPMAN METERING										
I S101654354.001		METER TEST	AP		R	11/08/2017		39.93	39.93CR	
		G/L ACCOUNT						39.93		
	630 5-820-2-65300	METERS					39.93	METER TEST		
				REG. CHECK				39.93	39.93CR	0.00
								39.93	0.00	
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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 37230		PEST CONTROL	AP		R	12/08/2017		25.00	25.00CR	
		G/L ACCOUNT						25.00		
	001 5-160-2-63100	BUILDING MAINTENANCE & REPAIR					25.00	PEST CONTROL		
I 37506		PEST CONTROL	AP		R	12/08/2017		29.96	29.96CR	
		G/L ACCOUNT						29.96		
	630 5-821-2-63100	BUILDING MAINTENANCE & REPAIR					29.96	PEST CONTROL		
		REG. CHECK						145.99	145.99CR	0.00
								145.99	0.00	

11-0935 EMSLRC

I 18668		TRAINING	AP		R	12/08/2017		20.00	20.00CR	
		G/L ACCOUNT						20.00		
	001 5-160-1-62300	TRAINING					20.00	TRAINING		
		REG. CHECK						20.00	20.00CR	0.00
								20.00	0.00	

11-0974 FASTENAL COMPANY

I 1ADEW43578		OVERHEAD SUPPLIES	AP		R	12/08/2017		25.55	25.55CR	
		G/L ACCOUNT						25.55		
	630 5-820-2-65302	OVERHEAD SUPPLIES					25.55	OVERHEAD SUPPLIES		
		REG. CHECK						25.55	25.55CR	0.00
								25.55	0.00	

1-1051 FRIENDS OF THE ANIMALS

I 11617		3 CATS	AP		R	12/08/2017		150.00	150.00CR	
		G/L ACCOUNT						150.00		
	001 5-190-2-64910	CONTRACT SERVICES					150.00	3 CATS		
		REG. CHECK						150.00	150.00CR	0.00
								150.00	0.00	

1-1055 G & K SERVICES

I 78644		UNIFORMS	AP		R	12/08/2017		56.15	56.15CR	
		G/L ACCOUNT						56.15		
	670 5-840-2-64350	UNIFORMS/EQUIPMENT					8.25	UNIFORMS		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
	600	5-810-2-64350						7.64		
		UNIFORMS/EQUIPMENT								
	001	5-210-2-64350						24.53		
		UNIFORMS/EQUIPMENT								
	810	5-899-2-64350						8.04		
		UNIFORMS/EQUIPMENT								
	001	5-299-2-64350						7.69		
		UNIFORMS/EQUIPMENT								
I 80964		UNIFORMS	AP		R	12/08/2017		59.84	59.84CR	
		G/L ACCOUNT						59.84		
	670	5-840-2-64350						8.25		
		UNIFORMS/EQUIPMENT								
	600	5-810-2-64350						7.64		
		UNIFORMS/EQUIPMENT								
	001	5-210-2-64350						28.22		
		UNIFORMS/EQUIPMENT								
	810	5-899-2-64350						8.04		
		UNIFORMS/EQUIPMENT								
	001	5-299-2-64350						7.69		
		UNIFORMS/EQUIPMENT								
I 83262		UNIFORMS	AP		R	12/08/2017		63.84	63.84CR	
		G/L ACCOUNT						63.84		
	670	5-840-2-64350						8.25		
		UNIFORMS/EQUIPMENT								
	600	5-810-2-64350						7.64		
		UNIFORMS/EQUIPMENT								
	001	5-210-2-64350						32.22		
		UNIFORMS/EQUIPMENT								
	810	5-899-2-64350						8.04		
		UNIFORMS/EQUIPMENT								
	001	5-299-2-64350						7.69		
		UNIFORMS/EQUIPMENT								
								179.83	179.83CR	0.00
		REG. CHECK						179.83	0.00	
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01-1094	GRAINGER									
I 9582672086		BLDG MAINT SUPPLIES	AP		R	12/08/2017		192.77	192.77CR	
		G/L ACCOUNT						192.77		
	640	5-825-2-63100						192.77		
		BUILDING MAINTENANCE & REPAIR								
								192.77	192.77CR	0.00
								192.77	0.00	
-----										
01-1115	H & H AUTO									
I 35606		TIRE REPAIR #51	AP		R	12/08/2017		17.00	17.00CR	
		G/L ACCOUNT						17.00		
	810	5-899-2-63323						17.00		
		TIRE REPAIR								
I 35608		TIRES #21	AP		R	12/08/2017		1,135.24	1,135.24CR	
		G/L ACCOUNT						1,135.24		
	810	5-899-2-63322						1,135.24		
		TIRES								
								1,152.24	1,152.24CR	0.00
								1,152.24	0.00	
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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
-----										
11-1172	HAWKINS INC									
I 4164183RI		CHEMICALS	AP		R	11/08/2017		811.43	811.43CR	
		G/L ACCOUNT						811.43		
	600 5-810-2-65010	CHEMICALS					811.43	CHEMICALS		
				REG. CHECK				811.43	811.43CR	0.00
								811.43	0.00	
-----										
11-1217	HOLIDAY INN DES MOINES AIRP									
I 344207		TRAVEL TRAINING	AP		R	12/08/2017		190.40	190.40CR	
		G/L ACCOUNT						190.40		
	835 5-899-1-62980	TRAVEL TRAINING					190.40	TRAVEL TRAINING		
				REG. CHECK				190.40	190.40CR	0.00
								190.40	0.00	
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11-1289	INTEGRATED TECHNOLOGY PARTN									
I 107810		TECH SUPPORT	AP		R	11/08/2017		345.00	345.00CR	
		G/L ACCOUNT						345.00		
	001 5-525-2-64190	TECHNOLOGY					345.00	TECH SUPPORT		
I 107816		TECH SUPPORT	AP		R	11/08/2017		45.00	45.00CR	
		G/L ACCOUNT						45.00		
	835 5-899-2-64190	TECHNOLOGY					45.00	TECH SUPPORT		
I 107818		TECH SUPPORT	AP		R	11/08/2017		45.00	45.00CR	
		G/L ACCOUNT						45.00		
	835 5-899-2-64190	TECHNOLOGY					45.00	TECH SUPPORT		
I 107836		TECH SUPPORT	AP		R	11/08/2017		435.00	435.00CR	
		G/L ACCOUNT						435.00		
	835 5-899-2-64190	TECHNOLOGY					435.00	TECH SUPPORT		
I 107865		TECH SUPPORT	AP		R	11/08/2017		210.00	210.00CR	
		G/L ACCOUNT						210.00		
	001 5-465-2-64190	TECHNOLOGY					210.00	TECH SUPPORT		
I 107866		TECH SUPPORT	AP		R	11/08/2017		135.00	135.00CR	
		G/L ACCOUNT						135.00		
	835 5-899-2-64190	TECHNOLOGY					135.00	TECH SUPPORT		
I 107871		TECH SUPPORT	AP		R	11/08/2017		225.00	225.00CR	
		G/L ACCOUNT						225.00		
	001 5-110-2-64190	TECHNOLOGY					225.00	TECH SUPPORT		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 107917		MONTHLY MAINTENANCE CHARGES AP			R	11/08/2017		2,520.00	2,520.00CR	
		G/L ACCOUNT						2,520.00		
	001 5-110-2-64190	TECHNOLOGY				770.00		07/15 Managed network srvc		
	001 5-150-2-64190	TECHNOLOGY				140.00		07/15 Managed network srvc		
	001 5-160-2-64190	TECHNOLOGY				140.00		07/15 Managed network srvc		
	001 5-465-2-64190	TECHNOLOGY				140.00		07/15 Managed network srvc		
	001 5-525-2-64190	TECHNOLOGY				70.00		07/15 Managed network srvc		
	630 5-820-2-64190	TECHNOLOGY				350.00		07/15 Managed network srvc		
	640 5-825-2-64190	TECHNOLOGY				140.00		07/15 Managed network srvc		
	810 5-899-2-64190	TECHNOLOGY				210.00		07/15 Managed network srvc		
	835 5-899-2-64190	TECHNOLOGY				560.00		07/15 Managed network srvc		
I 107943		TECH SUPPORT	AP		R	11/08/2017		25.00	25.00CR	
		G/L ACCOUNT						25.00		
	835 5-899-2-64190	TECHNOLOGY				25.00		TECH SUPPORT		
I 107962		TECH SUPPORT	AP		R	11/08/2017		427.70	427.70CR	
		G/L ACCOUNT						427.70		
	835 5-899-2-64190	TECHNOLOGY				427.70		TECH SUPPORT		
								REG. CHECK		
								4,412.70	4,412.70CR	0.00
								4,412.70	0.00	
01-1270	IOWA ASSOCIATION OF									
I 15669		TRAINING	AP		R	12/08/2017		115.00	115.00CR	
		G/L ACCOUNT						115.00		
	640 5-825-1-62300	TRAINING				115.00		TRAINING		
								REG. CHECK		
								115.00	115.00CR	0.00
								115.00	0.00	
01-1337	IOWA EMERGENCY MEDICAL SERV									
I 30776		CONFERENCE REGISTRATION	AP		R	11/08/2017		440.00	440.00CR	
		G/L ACCOUNT						440.00		
	001 5-160-1-62300	TRAINING				440.00		CONFERENCE REGISTRATION		
								REG. CHECK		
								440.00	440.00CR	0.00
								440.00	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
-----										
01-1314	IOWA LAW ENFORCEMENT ACADEM									
I 108522		MMPI EVALUATION	AP		R	12/08/2017		150.00	150.00CR	
		G/L ACCOUNT						150.00		
	001 5-110-2-64121	HEALTH SERVICES					150.00	MMPI EVALUATION		
				REG. CHECK				150.00	150.00CR	0.00
								150.00	0.00	
-----										
11-1332	IOWA ONE CALL									
I 195529		LOCATES	AP		R	12/08/2017		31.50	31.50CR	
		G/L ACCOUNT						31.50		
	600 5-810-2-65307	SERVICE LINES					10.50	LOCATES		
	630 5-820-2-65304	UNDERGROUND SUPPLIES					10.50	LOCATES		
	640 5-825-2-65307	SERVICE LINES					10.50	LOCATES		
				REG. CHECK				31.50	31.50CR	0.00
								31.50	0.00	
-----										
1-1301	IOWA UTILITIES BOARD									
I 45682		ELECTRIC ASSESSMENT	AP		R	12/08/2017		810.00	810.00CR	
		G/L ACCOUNT						810.00		
	630 5-820-2-64904	REGULATORY CMSSN/FRANSHISE FE					810.00	ELECTRIC ASSESSMENT		
				REG. CHECK				810.00	810.00CR	0.00
								810.00	0.00	
-----										
1-1369	IWI MOTOR PARTS - 7									
I 7068064		SWITCH #11	AP		R	11/08/2017		58.62	58.62CR	
		G/L ACCOUNT						58.62		
	810 5-899-2-63321	REPAIR PARTS					58.62	SWITCH #11		
				REG. CHECK				58.62	58.62CR	0.00
								58.62	0.00	
-----										
1-1407	JAB INK DESIGN									
I 2534		OFFICE DOOR LETTERING	AP		R	11/08/2017		80.00	80.00CR	
		G/L ACCOUNT						80.00		
	001 5-525-2-64020	ADVERTISING					80.00	OFFICE DOOR LETTERING		

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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				REG. CHECK				80.00	80.00CR	0.00
								80.00	0.00	

01-1500 FUNDE OUTDOCR EQUIPMENT

I 12199		OPERATING SUPPLIES	AP		R	12/08/2017		43.05	43.05CR	
		G/L ACCOUNT						43.05		
	001 5-221-2-65070	OPERATING SUPPLIES					43.05	OPERATING SUPPLIES		
				REG. CHECK				43.05	43.05CR	0.00
								43.05	0.00	

01-1514 LANDS' END BUSINESS OUTFITT

C SCR662769		OFFICE SHIRT	AP		R	11/08/2017		21.05CR	21.05	
		G/L ACCOUNT						21.05CR		
	835 5-899-2-64350	UNIFORMS/EQUIPMENT					21.05CR	OFFICE SHIRT		
I SIN5427095	31	OFFICE SHIRTS	AP		R	11/08/2017		1,063.77	1,063.77CR	
		G/L ACCOUNT						1,063.77		
	001 5-525-2-64350	UNIFORMS/EQUIPMENT					68.89	OFFICE SHIRTS		
	835 5-899-2-64350	UNIFORMS/EQUIPMENT					449.10	OFFICE SHIRTS		
	630 5-822-2-64350	UNIFORMS/EQUIPMENT					75.21	OFFICE SHIRTS		
	640 5-826-2-64350	UNIFORMS/EQUIPMENT					75.21	OFFICE SHIRTS		
	600 5-811-2-64350	UNIFORMS/EQUIPMENT					75.20	OFFICE SHIRTS		
	610 5-815-2-64350	UNIFORMS/EQUIPMENT					75.20	OFFICE SHIRTS		
	670 5-840-2-64350	UNIFORMS/EQUIPMENT					75.20	OFFICE SHIRTS		
	001 5-410-2-65980	MISCELLANEOUS					169.76	OFFICE SHIRTS		
I SIN5493025		OFFICE SHIRT	AP		R	11/08/2017		39.75	39.75CR	
		G/L ACCOUNT						39.75		
	835 5-899-2-64350	UNIFORMS/EQUIPMENT					39.75	OFFICE SHIRT		
				REG. CHECK				1,082.47	1,082.47CR	0.00
								1,082.47	0.00	

01-1528 LAWSON PRODUCTS INC

I 9305293575		STOCK SHOP SUPPLIES	AP		R	12/09/2017		276.33	276.33CR	
		G/L ACCOUNT						276.33		
	810 5-899-2-63324	STOCK-REPAIR PARTS					276.33	STOCK SHOP SUPPLIES		
				REG. CHECK				276.33	276.33CR	0.00
								276.33	0.00	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
-----										
01-1593	LYNCH DALLAS PC									
I 146378		LEGAL SERVICES	AP		R	11/08/2017		13.50	13.50CR	
		G/L ACCOUNT						13.50		
	835 5-899-2-64110	LEGAL EXPENSE					13.50	LEGAL SERVICES		
I 146379		LEGAL SERVICES	AP		R	11/08/2017		250.00	250.00CR	
		G/L ACCOUNT						250.00		
	835 5-899-2-64110	LEGAL EXPENSE					250.00	LEGAL SERVICES		
I 146448		LEGAL SERVICES	AP		R	11/08/2017		1,022.50	1,022.50CR	
		G/L ACCOUNT						1,022.50		
	835 5-899-2-64110	LEGAL EXPENSE					1,022.50	LEGAL SERVICES		
		REG. CHECK						1,286.00	1,286.00CR	0.00
								1,286.00	0.00	
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11-1623	M & K ELECTRIC									
I 20049		UNDERGROUND SUPPLIES	AP		R	12/08/2017		397.04	397.04CR	
		G/L ACCOUNT						397.04		
	630 5-820-2-65304	UNDERGROUND SUPPLIES					397.04	UNDERGROUND SUPPLIES		
		REG. CHECK						397.04	397.04CR	0.00
								397.04	0.00	
-----										
11-1660	MANATTS INC									
I 879157		COURTHOUSE CURB	AP		R	12/09/2017		256.50	250.50CR	
		G/L ACCOUNT				12/09/2017		256.50	6.00CR	
	001 5-210-2-63992	MAINTENANCE SUPPLIES					256.50	COURTHOUSE CURB		
I 879424		STORM SEWER REPAIR	AP		R	12/09/2017		317.00	309.00CR	
		G/L ACCOUNT				12/09/2017		317.00	8.00CR	
	001 5-210-2-63991	MAINTENANCE - STREET DEPT					317.00	STORM SEWER REPAIR		
		REG. CHECK						573.50	559.50CR	0.00
								573.50	14.00CR	
-----										
1-1728	MIDWEST BREATHING AIR LLC									
I 21651		NFPA QUARTERLY AIR TEST	AP		R	12/08/2017		158.70	158.70CR	
		G/L ACCOUNT						158.70		
	001 5-150-2-63500	OPERATIONAL EQUIPT MAINT & REP					158.70	NFPA QUARTERLY AIR TEST		

PACKET: 02610 Council Mtg 111317

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	GROSS	PAYMENT	OUTSTANDING
						DISC DT	BALANCE	DISCOUNT	
				REG. CHECK			158.70	158.70CR	0.00
							158.70	0.00	

01-1731 MIDWEST WHEEL COMPANIES

I 968958-00	REPAIR PARTS #201	AP		R	12/08/2017		804.16	804.16CR	
	G/L ACCOUNT						804.16		
	810 5-899-2-63321	REPAIR PARTS				804.16	REPAIR PARTS #201		
I 969011-00	REPAIR PARTS #201	AP		R	12/08/2017		20.78	20.78CR	
	G/L ACCOUNT						20.78		
	810 5-899-2-63321	REPAIR PARTS				20.78	REPAIR PARTS #201		
				REG. CHECK			824.94	824.94CR	0.00
							824.94	0.00	

01-1748 MITCHELL 1

I 20769569	WEB BASED SUBSCRIPTIONS	AP		R	11/08/2017		237.71	237.71CR	
	G/L ACCOUNT						237.71		
	810 5-899-2-65065	COMPUTER SUPPLIES				237.71	WEB BASED SUBSCRIPTIONS		
				REG. CHECK			237.71	237.71CR	0.00
							237.71	0.00	

01-1876 NEWCOM TECHNOLOGIES INC

I 47604	UPDATED DATA	AP		R	11/09/2017		1,000.00	1,000.00CR	
	G/L ACCOUNT						1,000.00		
	600 5-810-2-64190	TECHNOLOGY				200.00	UPDATED DATA		
	630 5-820-2-64190	TECHNOLOGY				200.00	UPDATED DATA		
	640 5-825-2-64190	TECHNOLOGY				200.00	UPDATED DATA		
	001 5-290-2-64190	TECHNOLOGY				200.00	UPDATED DATA		
	001 5-291-2-64190	TECHNOLOGY				200.00	UPDATED DATA		
				REG. CHECK			1,000.00	1,000.00CR	0.00
							1,000.00	0.00	

01-1885 NHRS

I 6397	CALIBRATE & REPAIR ODORATOR	AP		R	11/08/2017		127.71	127.71CR	
	G/L ACCOUNT						127.71		
	640 5-825-2-63500	OPERATIONAL EQUIPT MAINT & REP				127.71	CALIBRATE & REPAIR ODORATOR		

PACKET: 02610 Council Mtg 111317

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
-----										
				REG. CHECK				127.71	127.71CR	0.00
								127.71	0.00	
-----										
01-1886	NILES CHIROPRACTIC									
I 101117NCC		RANDOM TESTING	AP		R	12/08/2017		50.00	50.00CR	
		G/L ACCOUNT						50.00		
	640 5-825-2-65100	SAFETY					50.00	PANDOM TESTING		
				REG. CHECK				50.00	50.00CR	0.00
								50.00	0.00	
-----										
11-1957	O'ROURKE MOTORS INC									
I 35482		REPAIRS 2016 FORD F450	AP		R	12/08/2017		49.50	49.50CR	
		G/L ACCOUNT						49.50		
	810 5-899-2-63321	REPAIR PARTS					49.50	REPAIRS 2016 FORD F450		
				REG. CHECK				49.50	49.50CR	0.00
								49.50	0.00	
-----										
11-1914	OFFICE EXPRESS									
I 0627982-001		OFFICE SUPPLIES	AP		R	11/08/2017		200.26	200.26CR	
		G/L ACCOUNT						200.26		
	835 5-899-2-65060	OFFICE SUPPLIES					160.31	OFFICE SUPPLIES		
	001 5-110-2-65980	MISCELLANEOUS					39.95	OFFICE SUPPLIES		
				REG. CHECK				200.26	200.26CR	0.00
								200.26	0.00	
-----										
1-2057	PRAXAIR DISTRIBUTION INC									
I 79436317		OXYGEN	AP		R	12/08/2017		40.59	40.59CR	
		G/L ACCOUNT						40.59		
	001 5-160-2-65070	OPERATING SUPPLIES					40.59	OXYGEN		
				REG. CHECK				40.59	40.59CR	0.00
								40.59	0.00	
-----										

PACKET: 02610 Council Mtg 111317

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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01-2112 RESCO

I 693032-01		SAFETY SUPPLIES	AP		R	12/08/2017		132.23	132.23CR	
		G/L ACCOUNT						132.23		
	630 5-820-2-65100	SAFETY					132.23	SAFETY SUPPLIES		
I 695621-00		SAFETY SUPPLIES	AP		R	12/08/2017		202.58	202.58CR	
		G/L ACCOUNT						202.58		
	630 5-820-2-65100	SAFETY					202.58	SAFETY SUPPLIES		
		REG. CHECK						334.81	334.81CR	0.00
								334.81	0.00	

01-2205 SKARSHAUG TESTING LAB

I 221902		SLEEVES/GLOVES CLEAN & TEST	AP		R	12/08/2017		108.84	108.84CR	
		G/L ACCOUNT						108.84		
	630 5-820-2-64920	TESTING FEES					108.84	SLEEVES/GLOVES CLEAN & TEST		
		REG. CHECK						108.84	108.84CR	0.00
								108.84	0.00	

01-2232 SPAHN & ROSE LUMBER CO

I 201711085735		POWER PLANT SUPPLIES	AP		R	12/08/2017		29.05	29.05CR	
		G/L ACCOUNT						29.05		
	630 5-821-2-63500	OPERATIONAL EQUIPT MAINT & REP					29.05	POWER PLANT SUPPLIES		
I 201711085736		WINDOW REPAIRS AT SHELTER	AP		R	12/08/2017		355.46	355.46CR	
		G/L ACCOUNT						355.46		
	001 5-430-2-63100	BUILDING MAINTENANCE & REPAIR					355.46	WINDOW REPAIRS AT SHELTER		
I 201711085737		OPERATING SUPPLIES	AP		R	12/08/2017		8.78	8.78CR	
		G/L ACCOUNT						8.78		
	001 5-210-2-65070	OPERATING SUPPLIES					8.78	OPERATING SUPPLIES		
		REG. CHECK						393.29	393.29CR	0.00
								393.29	0.00	

01-2235 SPINUTECH INC

I 29377		NOV EMAIL MARKETING	AP		R	11/08/2017		25.00	25.00CR	
		G/L ACCOUNT						25.00		
	001 5-525-2-64020	ADVERTISING					25.00	NOV EMAIL MARKETING		

PACKET: 02610 Council Mtg 111317

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
				REG. CHECK				25.00	25.00CR	0.00
								25.00	0.00	
-----										
1-2260	STUART C IRBY CO									
I	S010286367.002	UNDERGROUND SUPPLIES	AP		R	11/08/2017		1,508.70	1,508.70CR	
		G/L ACCOUNT						1,508.70		
	630 5-820-2-65304	UNDERGROUND SUPPLIES					1,508.70	UNDERGROUND SUPPLIES		
I	S010394327.001	HARNESSES AND SUPPLIES	AP		R	11/08/2017		1,238.43	1,238.43CR	
		G/L ACCOUNT						1,238.43		
	630 5-820-2-64350	UNIFORMS/EQUIPMENT					1,238.43	HARNESSES AND SUPPLIES		
I	S010395300.001	STREET LIGHT SUPPLIES	AP		R	11/08/2017		227.48	227.48CR	
		G/L ACCOUNT						227.48		
	630 5-820-2-65303	STREET LIGHTS					227.48	STREET LIGHT SUPPLIES		
				REG. CHECK				2,974.61	2,974.61CR	0.00
								2,974.61	0.00	
-----										
1-2318	SUMMIT COMPANIES									
I	1219473	FIRE EXTINGUISHER SERVICE	AP		R	11/08/2017		73.50	73.50CR	
		G/L ACCOUNT						73.50		
	001 5-150-2-63500	OPERATIONAL EQUIPT MAINT & REP					73.50	FIRE EXTINGUISHER SERVICE		
				REG. CHECK				73.50	73.50CR	0.00
								73.50	0.00	
-----										
1-2317	T & M CLOTHING CO.									
I	1893	39 BB SHIRTS	AP		R	12/08/2017		243.75	243.75CR	
		G/L ACCOUNT						243.75		
	001 5-446-2-64350	UNIFORMS/EQUIPMENT					243.75	39 BB SHIRTS		
				REG. CHECK				243.75	243.75CR	0.00
								243.75	0.00	
-----										
1-2348	THOMAS HEATING & AIR									
I	3079	REPLACE BAD SWITCH	AP		R	11/09/2017		113.00	113.00CR	
		G/L ACCOUNT						113.00		
	600 5-810-2-63500	OPERATIONAL EQUIPT MAINT & REP					113.00	REPLACE BAD SWITCH		

PACKET: 02610 Council Mtg 111117

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
				REG. CHECK				113.00	113.00CR	0.00
								113.00	0.00	

01-2400 TIPTON CONSERVATIVE

I 1017TC-2		TOUCH A TRUCK, TRUNK OR TRE AP			R	12/08/2017		315.00	315.00CR	
		G/L ACCOUNT						315.00		
	001 5-525-2-63790	OTHER MUNICIPAL UTILITES					315.00	TOUCH A TRUCK, TRUNK OR TREAT		

I 102617TC		MINUTES, FAC SCHEDULE AP			R	12/08/2017		571.30	571.30CR	
		G/L ACCOUNT						571.30		
	835 5-899-2-64140	PRINTING & PUBLISHING					346.30	MINUTES, FAC SCHEDULE		
	001 5-465-2-64020	ADVERTISING					225.00	MINUTES, FAC SCHEDULE		

				REG. CHECK				886.30	886.30CR	0.00
								886.30	0.00	

01-2410 TIPTON ELECTRIC MOTORS

I 284423		BELTS FOR UNITS ON ROOF AP			P	12/08/2017		107.22	107.22CR	
		G/L ACCOUNT						107.22		
	001 5-465-2-63500	OPERATIONAL EQUIPT MAINT & REP					107.22	BELTS FOR UNITS ON ROOF		

				REG. CHECK				107.22	107.22CR	0.00
								107.22	0.00	

01-2574 WALMART COMMUNITY

I 1565		MISC SUPPLIES AP			R	12/08/2017		34.62	34.62CR	
		G/L ACCOUNT						34.62		
	001 5-160-2-65980	MISCELLANEOUS					34.62	MISC SUPPLIES		

I 3524		MISC SUPPLIES AP			R	12/08/2017		34.42	34.42CR	
		G/L ACCOUNT						34.42		
	835 5-899-2-65980	MISCELLANEOUS					22.95	MISC SUPPLIES		
	001 5-110-2-65980	MISCELLANEOUS					11.47	MISC SUPPLIES		

I 4982		BLDG MAINT SUPPLIES AP			R	12/08/2017		29.02	29.02CR	
		G/L ACCOUNT						29.02		
	001 5-650-2-63100	BUILDING MAINTENANCE & REPAIR					29.02	BLDG MAINT SUPPLIES		

I 7667		MISC SUPPLIES AP			R	12/08/2017		21.70	21.70CR	
		G/L ACCOUNT						21.70		
	001 5-110-2-65980	MISCELLANEOUS					21.70	MISC SUPPLIES		

PACKET: 02610 Council Mtg 111317

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 9095		OFFICE SUPPLIES	AP		R	12/08/2017		22.39	22.39CR	
		G/L ACCOUNT						22.39		
	001 5-525-2-65060	OFFICE SUPPLIES					22.39	OFFICE SUPPLIES		
I 9431		OFFICE SUPPLIES	AP		R	12/08/2017		33.96	33.96CR	
		G/L ACCOUNT						33.96		
	001 5-110-2-65060	OFFICE SUPPLIES					33.96	OFFICE SUPPLIES		
		REG. CHECK						176.11	176.11CR	0.00
								176.11	0.00	
1-2640	WENDLING QUARRIES INC									
I 708705		17.03 TON ROAD STONE	AP		R	12/09/2017		177.11	177.11CR	
		G/L ACCOUNT						177.11		
	001 5-210-2-65070	OPERATING SUPPLIES					177.11	17.03 TON ROAD STONE		
		REG. CHECK						177.11	177.11CR	0.00
								177.11	0.00	

PACKET: 02610 Council Mtg 111317

VENDOR SET: 01

----- REPORT TOTALS -----

FUND DISTRIBUTION

FUND NO#	FUND NAME	AMOUNT
001	GENERAL GOVERNMENT	7,524.81CR
600	WATER OPERATING	1,577.13CR
610	WASTEWATER/AKA SEWER REVE	163.10CR
630	ELECTRIC OPERATING	7,282.80CR
640	GAS OPERATING	1,110.40CR
670	GARBAGE COLLECTION	99.95CR
810	CENTRAL GARAGE	4,541.13CR
835	ADMINISTRATIVE SERVICES	5,346.46CR
** TOTALS **		27,645.78CR

----- 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		27,645.78	27,631.78CR	0.00
		27,645.78	14.00CR	
EFT		0.00	0.00	0.00
		0.00	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS		27,645.78	27,631.78CR	0.00
		27,645.78	14.00CR	

TOTAL CHECKS TO PRINT: 60

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ERRORS: 0                      WARNINGS: 0

City Credit Card Statement		999	1010			Card Ttl	5,013.29
<b>Ambulance - One Card</b>							
Misc Supplies - CMS Medicare Application Fee	dr 001	5	160	2	65980	560.00	
Dues - Iowa EMS Association	dr 001	5	160	1	62100	100.00	
<b>Total Charges</b>							<b>660.00</b>
<b>City Clerk - One Card</b>							
Freight (el dept) - Old Dominion Freight Line	dr 630	5	820	2	65080	183.35	
<b>Total Charges</b>							<b>183.35</b>
<b>Economic Dev Director - One Card</b>							
Misc Supplies - Flatted Fifth Blues BBQ	dr 001	5	525	2	65980	62.67	
<b>Total Charges</b>							<b>62.67</b>
<b>Electric - One Card</b>							
Misc Supplies - Otterbox, Walmart, American Public Power	dr 630	5	520	2	65980	184.07	
Small Tools - Amazon	dr 630	5	820	2	65053	180.69	
Boots - Danner	dr 630	5	820	2	64350	299.60	
<b>Total Charges</b>							<b>664.36</b>
<b>Finance Director - One Card</b>							
Computer Supplies - Dell Sales & Service	dr 835	5	899	2	65065	201.39	
Training - Iowa League of Cities	dr 835	5	899	1	62300	65.00	
Download Software - Stardock	dr 835	5	899	2	64190	14.98	
Postage - USPS	dr 835	5	899	2	65080	3.84	
<b>Total Charges</b>							<b>285.21</b>
<b>Fire - One Card</b>							
Misc - Walmart, Casey's	dr 001	5	150	2	65980	171.61	
<b>Total Charges</b>							<b>171.61</b>
<b>JKFAC/Recreation - One Card</b>							
Operating Supplies - Walmart	dr 001	5	465	2	65070	57.94	
Building Maint/Repairs - Pool Supply World	dr 001	5	465	2	63100	43.96	
<b>Total Charges</b>							<b>101.90</b>
<b>Library - One Card</b>							
Postage/Shipping - USPS	dr 001	5	410	2	65080	54.23	
Office Supplies - Walmart, Demco	dr 001	5	410	2	65060	265.89	
Materials - Amazon, Walmart	dr 001	5	410	2	65020	1,210.69	
Program Supplies - Walmart, Family Foods, Caseys	dr 001	5	410	2	65021	271.00	
Misc - Demco, Amazon	dr 001	5	410	2	65980	146.47	
<b>Total Charges</b>							<b>1,948.28</b>
<b>Police - One Card</b>							
Training - Iowa Police Chiefs Association	dr 001	5	110	1	62300	125.00	
Travel Training - Quality Inn	dr 001	5	110	1	62980	101.92	
<b>Total Charges</b>							<b>226.92</b>
<b>Public Works - One Card</b>							
Travel Training - Holiday Inn, Wig & Pen	dr 810	5	899	1	62980	264.30	
Operating Supplies - Tiger Mart	dr 610	5	816	2	65070	3.00	
Small Tools - Harbor Freight Tools	dr 810	5	899	2	65053	10.69	
Repair Parts - Realtruck, Etrailer	dr 810	5	899	2	63321	431.00	
<b>Total Charges</b>							<b>708.99</b>
<b>Statement Total</b>							<b>5,013.29</b>

**AGENDA ITEM L-2**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	November 13, 2017
<b>AGENDA ITEM:</b>	Garbage Exemption – 514 East 5 <sup>th</sup> Street
<b>ACTION:</b>	Motion and roll call vote to approve, amend, table or deny the request.

**SYNOPSIS:** Requesting a garbage exemption for 514 East 5<sup>th</sup> Street. Please see attachment.

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

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** Utilities

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

**ATTACHMENTS:** Exemption Request

**PREPARED BY:** Amy Lenz

**DATE PREPARED:** 11/03/2017

# First United Church of Christ

600 MULBERRY STREET TIPTON, IOWA 52772 (563) 886-6361

To the Tipton City Council:

The First United Church of Christ, <sup>600 Mulberry</sup> ~~600~~ Mulberry, wishes to request a garbage exemption for the church owned parsonage located at <sup>500 E. 5<sup>th</sup> St.</sup> ~~500~~ E. 5<sup>th</sup> St. We are between pastors and the property will be unoccupied for an extended period. We would like to have this exemption take effect upon approval and continue until we inform the city that the property is occupied. Thanks for your consideration.

*John Mathias*

John Mathias  
Church Council President 1<sup>st</sup> UCC  
600 Mulberry  
Tipton, IA 52772  
Ph. 563-886-6361

*(okay to reduce to \$9.13)*

*AJ*

**AGENDA ITEM # L-3**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	Nov 09, 2017
<b>AGENDA ITEM:</b>	Approval of five-year rollover NNG
<b>ACTION:</b>	Motion

**SYNOPSIS:**

Recommending approval of signing the five year rollover of current Northern Natural Gas transportation contract. Contract includes the same volumes 1,700 MMBTU per day during winter months and 731 per day during summer months. Tipton also has a separate contract for an additional 300 per day during the winter months for a total of 2,000 MMBTU per day during the winter. Tipton also retains the pooling points Demarc and Ventura that Tipton has had in the original contract.

Rollover would begin 10/31/2018 and would be extended through 10/31/2023.

**BUDGET ITEM:**

**RESPONSIBLE DEPARTMENT:** Gas

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Contract rollover agreement

**PREPARED BY:** Virgil Penrod

**DATE PREPARED:** 11/09/17



Northern Natural Gas Company  
Amendment to TF Throughput Service Agreement

Date: 10/20/2017

Shipper Name: CITY OF TIPTON

Contract No.: 21560 (Agreement)

Amendment No.: 34

WHEREAS, the entitlement in this Agreement expires 10/31/2018 and is subject to Grandfathered Rollover Rights; and

WHEREAS, Shipper desires to rollover this Agreement for five (5) years at the maximum tariff rates;

NOW THEREFORE, the Agreement is amended as follows:

1. The volume, term, and/or point provisions are amended as follows:
  - a. The term of the Agreement is extended through 10/31/2023.
  - b. The contract maximum daily quantities, primary receipt and delivery points, and terms are set forth on Appendices "A" and "B."
  - c. The Appendices to the Agreement are deleted in their entirety and the Appendices "A" and "B" attached hereto and incorporated herein by reference are substituted therefor. All references to Appendix "A" or Appendix "B" shall be deemed to refer to the Appendices attached hereto.
2. Other Provisions Permitted by Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

3. The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.
4. This Agreement, as amended, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's FERC Gas Tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

The effective date of this Amendment is 11/01/2018.

Except as amended herein, all provisions of the Agreement are hereby confirmed by the parties to be and remain in full force and effect.

NORTHERN NATURAL GAS COMPANY

CITY OF TIPTON

By: *Kent Miller*  
Title: Vice President, Customer Service & Business Development  
Date: 10/20/2017

By:  
Title:  
Date:

**AGENDA ITEM L-4**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	November 13 <sup>th</sup> 2017
<b>AGENDA ITEM:</b>	Air Tanks in Power Plant
<b>ACTION:</b>	Motion for Approval

**SYNOPSIS:** This is for an inspection of the air tanks in the power plant. These tanks are over 50 years old and have never been tested. This is a huge safety and liability issue. These tanks work at an operating pressure of 250 lbs. psi. We need to know that the tanks are still safe to use. In the event of failure of pressure vessel it could be catastrophic, the tank could spew chunks of shrapnel, throughout the building. If it did not kill the person it would most certainly rupture the ear drums due to the sudden pressure change.

**BUDGET ITEM:** Yes

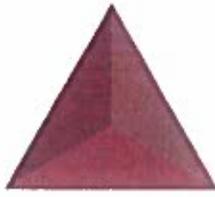
**RESPONSIBLE DEPARTMENT:** Electric

**MAYOR/COUNCIL ACTION:** Motion for approval

**ATTACHMENTS:** Quote

**PREPARED BY:** Floyd Taber

**DATE PREPARED:** November 6, 2017



**QCTL**  
**TESTING LABORATORY**  
A PREMIUM COMPANY

PHONE: (563) 391-8500 • 800-391-8501  
 FAX: (563) 391-0112  
 ADDRESS: 21112 Scott Park Road  
 Davenport, IA 52807  
 E-MAIL: adamsf@testlab1.com  
 WEB SITE: www.testlab1.com

**Quotation**

Company Name CITY OF TIPTON Date of Bid: 11-01-17  
 Billing Address: \_\_\_\_\_ Effective Thru: 12-31-17  
 P.O. Number: \_\_\_\_\_

Contact: FLOYD TABER Days  Nights  Weekends   
 E-mail: \_\_\_\_\_  
 Phone: 563-886-6187 Per Diem 1 Nights 2 Man  
 Fax: \_\_\_\_\_ Scheduling Date: \_\_\_\_\_

Location of Work: TIPTON, IA

Product Tested/Quantity PERFORM VISUAL AND ULTRASONIC INSPECTION ON 5  
OP TANKS LOCATED AT TIPTON POWER PLANT. IF ANY INSPECTION DETECT INTERNAL  
PROBLEMS THE TANK WILL BE TAKEN OUT OF SERVICE AND A INTERNAL INSPECTION  
WILL BE PERFORMED. (BORESCOPE)  
SOUTH OP TANK, NORTH OP TANK, TANKS 186775,144746, & 146158

Number of Trips: 1 Sales Person JEC

Provisions to be made by Customer: ANY REPAIRS OR DELAYS BEYOND OUR  
CONTROL WILL BE CHARGED EXTRA OVER BID PRICE.

Additional Equipment/Rental/Subs: \_\_\_\_\_

Method(s): RT MT UT X PT VT X Other \_\_\_\_\_

Firm Not To Exceed X Estimate

Bid Total \$2500.00

By JASON CLARK  
Francis S. Adams, NDT Laboratory Manager

**AGENDA ITEM L-5**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	November 13 <sup>th</sup> 2017
<b>AGENDA ITEM:</b>	Transformers for Lemon Street Project
<b>ACTION:</b>	Consideration and roll call vote to approve.

**SYNOPSIS:** Attached are the quotes I received to install transformers on the Lemon Street project if it does go through to be dug up and repaved.

This is the quick breakdown, suppliers are required to quote the basement that the transformers are installed upon as well, so this will include both:

Power Line Supply:	\$1418.00
RESCO	\$1494.50
Irby	\$1532.50
Border States:	\$1819.00

Fletcher/Reinhardt	declined to bid
WESCO	declined to bid
Graybar	No Response

**BUDGET ITEM:** N/A

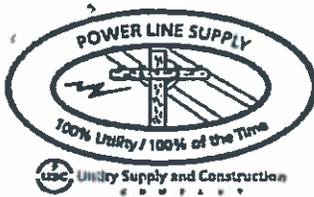
**RESPONSIBLE DEPARTMENT:** Electric

**MAYOR/COUNCIL ACTION:** Motion for approval

**ATTACHMENTS:** Quotes as received

**PREPARED BY:** Floyd Taber

**DATE PREPARED:** November 6, 2017



Power Line Supply  
420 Roth Street Suite A  
Reed City, MI 49677  
319-668-1700

# QUOTATION

Order Number	
12175938	
Order Date	Page
10/20/2017 07:52:19	1 of 1

**Bill To:**  
Tipton, City of  
407 Lynn Street  
Tipton, IA 52772-1699  
USA

**Ship To:**  
Tipton, City of  
407 Lynn Street  
Tipton, IA 52772-1699  
USA

563-886-6187

Requested By: Floyd Taber

Customer ID: 117506

<b>PO Number</b>	<b>Freight</b>	<b>Carrier</b>	<b>Taker</b>
Transformer RFQ	Prepaid	UPS Ground	MARIAH_BEASLEY

Quantities				UOM	Unit Size	Days	Item ID	Item Description	Pricing	UOM/Size	Unit Price	Extended Price
Ordered	Allocated	Remaining										

4.0000	0.0000	4.0000	EA				(001) 1PH 25KVA		EA	1.0	1,213.0000	4,852.00
--------	--------	--------	----	--	--	--	-----------------	--	----	-----	------------	----------

1.0 Transformer Padmount **Lead Time Days ARO: 42**

Primary 7200/12470Y Secondary 120/240 New  
Tanks New Copper Windings New Oil New  
Bushings and Fusing

**Order Line Notes:** Quoting T&R Transformers - 3 Year Warranty

**Order Line Notes:** Lead Time 6-7 Weeks ARO

4.0000	0.0000	4.0000	EA				(002) BP2000J3-15		EA	1.0	205.0000	820.00
--------	--------	--------	----	--	--	--	-------------------	--	----	-----	----------	--------

1.0 Pad Box 1Ph 43in x 37in x 15in **Lead Time Days ARO: 21**

**Order Line Notes:** Lead Time 2-3 Weeks

**Total Lines: 2** THIS QUOTATION AND/OR ACKNOWLEDGEMENT ARE SUBJECT TO OUR  
STANDARD TERMS OF SALE WHICH CAN BE ACCESSED AT  
[HTTPS://WWW.USCCO.COM/TERMS/TACA.ASPX](https://www.uscco.com/terms/taca.aspx) OR WE WILL SEND YOU A  
COPY UPON YOUR REQUEST BY CALLING 1-800-832-2297

**SUB-TOTAL:** 5,672.00

**TAX:** 397.00

**AMOUNT DUE:** 6,069.04

U.S. Dollars

1213.00  
205.00  
\$1418.00





**October 23, 2017**

**B&B Transformer certifies that the transformers quoted on October 16<sup>th</sup> to Automated Controls for Tipton, Iowa will meet the current D.O.E. specifications for efficiency. The 4 – 25KVA pad mounted transformers will be made to meet the current energy efficiency rating standard set by the D.O.E. The losses will be at 64 NL – 324FL or better.**

**B&B Transformer  
Management**



QUOTE ORDER

697347-00

10/27/17 RFQ 25KVA basement 1

**Bill To** TIPTON, CITY OF  
407 LYNN STREET  
TIPTON, IA 52772  
Cust # 28533

**Correspondence To** Resco  
PO BOX 44430  
MADISON, WI 53744-4430

**Ship To** TIPTON, CITY OF  
200 WEST 4th  
TIPTON, IA 52772

**Ship Point** Resco - Ankeny  
**Via** Common Carr

**Shipped** Terms  
.13% 15 N 30

Ln #	Product And Description	Quantity Ordered	Qty UM	Unit Price	Amount (Net)
	ALL DELIVERIES MUST MAKE A DELIVERY APPOINTMENT NO DELIVERIES BETWEEN 12:00-1:00PM CONTACT NUMBERS: FLOYD - 563-886-4110 JIM - 563-886-4009 JON - 563-886-4677 CITY HALL - 563-886-6187				
1	22001064NORDIC BOX PAD W HOLD DOWNS 37X43X15 22X24 PKG 15 Vendor Prod: CBP374315AAB2MG:22X24 Stock in Ankeny	4	each	184.50	738.00
2	22063743NORDIC BOX PAD W HOLD DOWNS 37X43X24 22X24 STD QT 15 Vendor Prod: CBP374324AAB2MG:22X24 Stock in Middleton	4	each	257.80	1031.20

2	Lines Total	Qty Shipped Total	8	Total	1769.20
				Taxes	123.84
				Order Total	1893.04

QUOTE ORDER

10/17/17 8:18:57

ERMCO QUOTE

CUSTOMER COPY

QUOTE # 480122-00  
QUOTED DATE 10/17/17

BILL TO:  
RESCO - CAHOON  
933 SE SHURFINE

SHIP TO:  
TIPTON MUNI  
=====

ANKENY

IA50021

SOMEWHERE

\*\*

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRIC
-------------	----------------	-----	------------	----------

TRANSFORMER LOSS DATA IS BASED ON ANSI C57.12.00:

LOSS GRT: AVE VOLT% : 100

NL TEMP BASIS: 85 LL TEMP BASIS: 85

- \*UNIT IS QUOTED PER CHECK SHEET PROVIDED WITH REQUEST FOR QUOTATION AND EMAIL CLARIFICATION.
- UNIT IS QUOTED AS A 25 KVA ANSI TYPE II PADMOUNT WITH 12470GRDY/7200 95 BIL ONE BUSHING PRIMARY FOR A TOTAL OF TWO HIGH VOLATAGE BUSHINGS, TAPS 2 @ 2.5% ABOVE AND BELOW NOMINAL VOLTAGE, BAYONET FUSE WITH ISOLATION LINK, BUSHING WELLS WITH INSERTS, 240/120 SECONDARY VOLTAGE WITH THREE LOW VOLTAGE BUSHINGS, MINERAL OIL FILLED, MILD STEEL CONSTRUCTION WITH WARNING ON DOOR.
- ERMCO WILL PROVIDE BUSHING WELLS WITH INSERTS. ERMCO WILL NOT PROVIDE FEED THROUGH INSERTS PER EMAIL CLARIFICATION.
- UNITS ARE DESIGNED TO MEET DOE 2016 EFFICIENCY REQUIREMENTS.

\*\*\*\*\*

FOB: DESTINATION. FRT PREPAID AND ALLOWED.

LEADTIME: 8-10 WEEKS

PRICES ARE FIRM FOR RECEIPT OF AN ORDER WITHIN 30 DAYS FROM 10/17/17 AND DELIVERY WITHIN THE QUOTED LEAD TIME. DELIVERIES BEYOND THE QUOTED LEAD TIME WILL BE SUBJECT TO ESCALATION BASED ON THE ERMCO MATERIAL PRICE INDEX AT THE TIME OF SHIPMENT. THE BASE ERMCO MATERIAL PRICE INDEX FOR THIS QUOTATION IS - 18.73%

ITEM 1  
PADMOUNT DIST. TRANSFORMER PADMOUNT

ITEM# : 1.00

NL= 59 LL= 315

OPTIONS BEGIN...		4	1310.00	5240.00
TYP2A	"LOW PROFILE", ANSI STD. TYPE II		184.50	
L	LOOP FEED WITH 200 AMP STRAP			
025	25 KVA			
001	12470GRDY/7200 95BIL 1BU			
003	2 AT 2.5% ABOVE AND BELOW NORMAL			
441	240/120 (3 LVBV ONLY) LHL			
E58	GENERIC DUAL/LOAD (DS) BAYO & ISO			
A00	ECI ISOLATION LINK BY CONFIGURATOR			
003	ECI HV BUSHING WELL (3-3-90)			

14,945.00

# HOWARD INDUSTRIES

Howard Industries, Inc.  
 Utility Transformer Division  
 P.O. Box 1588  
 Laurel, MS 39441-1588  
 Phone: 601 425 3151  
 Fax: 601 649 8090

# QUOTATION CUSTOMER COPY

TIPTON MON, UTIL.  
 407 LYNN ST.  
 TIPTON, IA 52772

FOB: DESTINATION  
 PRICING: FIRM FOR QUOTED SHIPMENT  
 AGENT: AMERICAN POWER & COMMUNI

VALIDITY: 30 DAYS  
 TERMS: NET 30 DAYS  
 INQUIRY: TIPTON

QUOTATION NO: CD-3557  
 QUOTATION DATE: 10/16/2017  
 PAGE NO: 1

Item	Qty	Description	Unit Price	Shipment ARC
ITEM 1	4	PRODUCT: 1-PHASE PADMOUNT ANSI C57.12.25 TYPE 2 DEAD FRONT SINGLE VOLTAGE KVA: 25 KVA HV: 12470GRDY/7200 95KV BIL LV: 240/120 30KV BIL 3 BUSHINGS TAPS: (2) 2-1/2 ABOVE & BELOW TANK: MILD STEEL LOSSES: NO LOAD = 65, LOAD = 303, TOTAL = 368 IMPED = 2.0 OIL TYPE: MINERAL  QUOTED PER CUSTOMER INQUIRY DATED 10-12-17 NON-EVALUATED SINGLE PHASE PAD-DEAD FRONT-LOOP FEED-SPLIT TAPS  AT AN ADDITIONAL COST, HI CAN PROVIDE THE NEW HI-LIFT(TM) DESIGN FOR SINGLE PHASE PAD-MOUNTED TRANSFORMERS. THE TRANSFORMER FEATURES A RAISED LOCKING ASSEMBLY LOCATED HIGH ON THE TRANSFORMER HOOD RATHER THAN ON THE BASE SILL AT GROUND-LEVEL. THE SECURITY BOLT AND PAD LOCK ARE LOCATED WELL ABOVE GROUND- LEVEL CONTAMINANTS AND CONSEQUENTLY ARE MUCH LESS LIKELY TO BE AFFECTED BY ANT MOUNDS OR ACCUMULATION OF DIRT, SAND, ICE OR SNOW. PAD LOCKS CAN HANG STRAIGHT DOWN INSIDE THE LOCK POCKET AND ARE BETTER PROTECTED FROM THE ELEMENTS. PLEASE CONTACT YOUR HOWARD REPRESENTATIVE FOR FURTHER INFORMATION.  ORDERS REQUIRING APPROVAL DRAWINGS: LEADTIMES QUOTED ASSUME THAT APPROVAL DRAWINGS WILL BE SIGNED AND RETURNED TO HOWARD INDUSTRIES WITHIN TWO WEEKS OF RECEIPT OF SAID DRAWING. SHOULD THE PROCESS REQUIRE ANY ADDITIONAL TIME BEYOND THESE TWO WEEKS, THAT ADDITIONAL TIME WILL BE ADDED TO THE QUOTED LEADTIME. TRANSFORMERS ON THIS QUOTATION ARE DESIGNED TO COMPLY WITH DOE EFFICIENCY	\$1,348.00	06-08 WRS

*No Basement  
 Quoted*

UNCONTROLLED COPY

CONTINUED ON NEXT PAGE

UNLESS VIEWED ON A PC FROM THE 'DCShare on Howardpage Drive





**BORDER STATES**  
Supply Chain Solutions™

Border States Electric Supply  
Sheehy Electrical Wholesalers | Kris-Davis  
K-B Chapman Metering

Border States Electric - CDR  
2515 18th Street SW  
Cedar Rapids IA 52404-3330  
Phone: 319-366-2868

City of Tipton  
407 Lynn Street  
Tipton IA 52772-1633

**Quote**

BSE Quote: 24513864  
Sold-To Acct #: 149962  
Valid From: 10/24/2017 To: 11/19/2017  
PO No: BSE Quote  
PO Date: 10/24/2017

Created By: Jamia Bates  
Tel No: 605-336-5712  
Fax No: 605-331-4471

Inco Terms:  
PPA PREPAID & ALLOW FREIGHT

Payment Terms:  
Net 25th prox

**Order Note:**

All 1 phase padmount transformers will be designed and manufactured in accordance with the latest revision of IEEE Standards C57.12.38 and C57.12.28.

Cust Item	BSE Item	Material MFG - Description	Quantity	Price Per	UoM	Value
	000010	- 25 KVA 1 PHASE MO PADMOUNT TRANSFORMER	1 EA	1,543.75 / 1	EA	1,543.75
		kVA				
		25 kVA 1-Phase Pad-mount Transformer				
		Tank Style				
		Shrubline (ANSI II)				
		Core / Coil Design Type				
		Core Type				
		Temperature rise				
		65				
		Cooling Class				
		ONAN				
		Frequency				
		60 Hz				
		Insulating fluid				
		Mineral Oil				
		Efficiency Standard				
		DOE 2016				
		Primary Voltage				
		12470GY/7200				
		BIL				
		95 kV				
		kV Class				
		15 kV				
		Primary Configuration				
		Loop Feed				
		Taps				
		2 - 2.5% taps above and 2 - 2.5% taps below nominal				
		Primary Bushings				
		200 amp, 15-35kV Cooper bushing well(s) (Qty: 2)				
		Inserts				
		15 kV, 95 kV BIL Cooper load-break Inserts				
		Feed-through inserts				
		15 kV, 95 kV BIL Cooper feed-through Inserts				
		Expulsion fuses				
		Bayonet fuses				
		Bayonet Holder				
		Copper Bayonet Fuse Holder				
		Secondary voltage				

27536  
\$1819.01

Border States Electric - CDR  
 2515 18th Street SW  
 Cedar Rapids IA 52404-3330  
 Phone 319-366-2868

**Quote**

BSE Quote: 24513864  
 Sold-to Acct #: 149962  
 Valid From: 10/24/2017 To: 11/19/2017

Cust Item	BSE Item	Material MFG - Description	Quantity	Price Per	UoM	Value
		240/120 BIL 30 kV kV Class 1.2 kV Secondary Bushings 5/8" Tri-Clamp Stud w/1.75" Reusable Thread (Qty: 3) Cabinet hardware Panta-head cabinet door bolts Notifications kVA Rating External Stenciling Notifications Mr Ouch Decal Danger- English Notifications Mr. Ouch Decal Warning assembly-English Notifications Primary Voltage Stenciling Notifications Secondary Voltage Stenciling Gauges & Fittings PRD, 35 SCFM (std) Packaging Small Pallet Cover Welded  <b>PERFORMANCE DATA:</b> No Load Losses - Guaranteed Average @20 C 56. Watts Load Losses - Guaranteed Average @85 C 335. Watts Fluid Weight 178 lbs Total Weight 532 lbs Fluid Volume 24 Gallons Overall Height 24.00 inches Overall Width 33.00 inches Overall Depth 30.00 inches Delivery: 8 Weeks				
000020	2866790	ELEL - 883743152224604 BOX PAD 37X43X15 W/22X24 Delivery: 1 Day	1 EA	275.36 / 1	EA	275.36

Border States Electric - CDR  
2515 18th Street SW  
Cedar Rapids IA 52404-3330  
Phone: 319-366-2868

## Quote

Page 3 of 3

BSE Quote: 24513864  
Sold-to Acct #: 149962  
Valid From: 10/24/2017 To: 11/19/2017

---

Total \$			1,819.11
State Tax \$	6.000 %	109.15	
County Tax \$	1.000 %	18.19	
Local Tax \$	0.000 %	0.00	
Other Tax1 \$	0.000 %	0.00	
Other Tax2 \$	0.000 %	0.00	
Other Tax3 \$	0.000 %	0.00	
Tax Subtotal \$			127.34
<b>Net Amount \$</b>			<b>1,946.45</b>

To access BSE's Terms and Conditions of Sale, please go to  
<https://www.borderstateselectric.com>

The quoted sales tax is an estimate only based upon the information provided in this quote and will be finalized at the time of invoice based upon the material purchased, quantity purchased, and delivery location.

Shipping and handling fees in this quote are an estimate only and will be finalized at the time of invoice.

This quote has not been reviewed for compliance with the Buy American Act or the American Recovery and Reinvestment Act requirements. BSE reserves the right to amend both our bill of material and our proposal accordingly if BAA/ARRA compliance is required.

**AGENDA ITEM L-6**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	November 13 <sup>th</sup> 2017
<b>AGENDA ITEM:</b>	Directional Boring Quote Monty's Pizza and Grill to Library
<b>ACTION:</b>	Consideration and roll call vote to approve.

**SYNOPSIS:** Attached is a quote from SWICC Cable Contractors for boring from Monty's Pizza to the Tipton Public Library on the East side. This work is more progression to move items off the 2400 Delta system circuit to the 12,470 Y system. This will allow us more efficiency and will also enable us to get the downtown circuit on faster as we move forward with this switch over in the future.

The goal is to get the entire system underground, this is just a small step in this progression

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** Electric

**MAYOR/COUNCIL ACTION:** Motion for approval

**ATTACHMENTS:** Estimate

**PREPARED BY:** Floyd Taber

**DATE PREPARED:** November 6, 2017



## Agenda Item L-7

### AGENDA INFORMATION TIPTON CITY COUNCIL COMMUNICATION

<b>DATE:</b>	Council meeting of November 13, 2017.
<b>AGENDA ITEM:</b>	Development Commission Ordinance: Option 1 and Option 2.
<b>ACTION:</b>	If ready, this is an opportunity for the Council to decide what direction to take on redrafting the Tipton Development Commission Ordinance. In the end, a new ordinance will need to be presented for consideration.

#### SYNOPSIS

This item was on the Council's Oct 9 agenda. Before bringing it back for further consideration, the Council decided to allow a month for comments from the Development Commission, Chamber, and TEDCO.

A summary of the components of Option 1 and Option 2 appears at the end of this synopsis.

As I understand it, all three entities decided to support Option 2. The Development Commission added these comments as noted by Linda Beck:

- **Commission recommends option #2**
- **Recommend TEDCO and Chamber be allowed to nominate from within their own organization a candidate to serve on the Commission**
- **Recommend no restriction based on residence. Tipton business owners and managers should be allowed to serve on the commission. No limitations on how many members live outside of city limits to serve on the Commission board**
- **Paragraph #2 – last sentence would change to: Members nominated by TEDCO and Chamber with final approval by the Mayor and City Council**
- **City Manager would be Tipton Development Director direct supervisor**

*On the matter of residency...* A person can be both a taxpayer and a voter. But, only residents can be voters. As elected people, who do you ultimately feel responsible to: taxpayers or voters? The Council needs to decide on whether there should be a balance between good candidates that are residents or non-residents.

*On the matter of memberships...* The Chamber and TEDCO can certainly suggest possible appointees who happen to be members of either organization. And, they can certainly suggest the names of people that happen to be business owners or managers.

However, when drafting the ordinance, it wouldn't be advisable to include language that specifically calls for a potential public appointee to hold a paid membership in a specific organization or come from a managerial background—that is, *if* that's what's being suggested. By doing so, the ordinance would be formally creating a narrowly-defined and selective category of applicants for four of the seven seats on the Commission.

## Agenda Item L-7

*I hope you will excuse this editorial note...* In my experience, I've known people that could have been good public officials, but never considered it because they felt unqualified due to the lack of a managerial background or a four-year degree. However, whatever their background, I've found that the best public officials typically have these traits:

- They are level-headed.
- They are willing to think about problems and how to solve them.
- They can work within a group.

Thanks,  
Brian

### Summary of the Options.

Below are the basics of Option 1 and Option 2. Both options include the assumption that the ordinance will be changed so that the Development Director will report to the City Manager.

**Option 1.** This option would:

- 1.) Abolish the ordinance completely.*
- 2.) The Chamber and TEDCO could set up their own committees with whatever volunteers that they want. Those volunteers could live either inside or outside of the City Limits.*
- 3.) The City would take over the full cost of rent for the Development Office.*
- 4.) Under the new lease, the \$200 per month that both the Chamber and TEDCO would pay toward the Development Office's rent could be re-purposed to hire the Development Director for projects that they'd like her to pursue. The example of \$10 per hour was used. In this example, the \$200 per month that the Chamber or TEDCO paid toward rent could be used instead to pay for the first 20 hours of Linda's services. If they didn't need her services, they wouldn't be billed.*
- 5.) The Development Director's assistance in Chamber or TEDCO projects would be subject to either City Council or City Manager approval.*

**Option 2.** This option would:

- 1.) Modify the existing Development Ordinance.*
- 2.) The membership would change to: two nominees from the Chamber, two nominees from TEDCO, three at-large appointees, and two non-voting members from the City Council. All members would be appointed by the Mayor with Council approval.*
- 3.) Of the seven voting members of the Commission, up to any two could be from outside of the City Limits.*

**PREPARED BY: BW**

**DATE PREPARED: November 8, 2017**

**Agenda Item L-8**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	Council meeting of November 13, 2017.
<b>AGENDA ITEM:</b>	HBK Engineering Agreement for Aquatic Center Project.
<b>ACTION:</b>	Recommendation to pass motion to approve—subject to working out a cap on liability.

**SYNOPSIS**

After considerable back-and-forth between HBK Engineering and the City (city attorney, city's insurance carrier, and I), we are at the point of recommending the Council to approve the enclosed agreement for the Aquatic Center Project—but, subject to one last contract item to settle.

I've marked the section that is still under negotiation. I hope to have this worked out by the time of your Nov 13 meeting. If it hasn't been worked out, I'll ask you to table this until your next meeting.

The section in question concerns a limit on the engineer's liability. The enclosed agreement would cap it at \$100,000. I feel that this is too low.

As of this writing, we've given HBK a counter-proposal to consider.

**PREPARED BY:** BW

**DATE PREPARED:** November 9, 2017

**PROFESSIONAL  
SERVICES  
AGREEMENT**



This Agreement is made and entered into this 6th day of November, 2017, by and between The City of Tipton ("Client") and ("Owner") and HBK Engineering, LLC., an Illinois limited liability company, with offices at 509 South Gilbert Street, Iowa City, IA 52240 ("HBK") and ("Engineer".)

**Recitals**

Client proposes to engage Engineer to:

- [1] perform engineering consulting services
- [2] in connection with the engineering design services for the mechanical and structural issues with the James Kennedy Aquatic Center located at 700 Park Road in Tipton, Iowa (together hereinafter referred to as the "Project")
- [3] for The City of Tipton ("Client");

Engineer shall perform the services as requested by the Client and as agreed hereunder.

**Agreement**

Now Therefore: in consideration of the mutual promises and covenants set forth below, the sufficiency of which are hereby acknowledged, Client and Engineer, agree to the following.

- 1. Recitals.  
Recitals are incorporated into this Agreement as a material part hereof.
- 2. Entire Agreement.  
This signature page, together with *Part I – Scope of Services, Part II – Project Description/Project Limits/Payment for Services, and HBK General Terms and Conditions* (each attached hereto), comprise the entire agreement between Client and Engineer relating to the Project.

In witness whereof the parties hereto have made and executed this Agreement:

Client: **The City of Tipton**

Engineer: **HBK Engineering, LLC**

Signed:

Signed:

Name: **Brian Wagner**

Name: **Rob Decker**

Title: **City Manager**

Title: **Sector Lead**

Date:

Date:

## Part I: Scope of Services

### Mechanical & Electrical Engineering Scope of Services

#### 1. *Conceptual Design*

- Attend periodic meetings, as required, with the *Client* and design team to obtain instructions regarding the Client's functional, cost and scheduling requirements to prepare a preliminary design concept and to report on the mechanical systems considering economy, performance, capital cost, compatibility with other design elements and requirements of relevant codes and authorities. *Assume 5 meetings.*
- Conduct field review of existing equipment and review existing drawings. Confirm installed geothermal field capacity and flow rates of "source-side" and "load-side" HVAC.
- Identify mechanical and electrical design criteria, prepare preliminary calculations and establish base load requirements for HVAC.
- Check applicable codes, regulations and restrictions, insurance requirements and other factors affecting the design.
- Prepare preliminary cost estimate.
- Prepare summary report which defines the mechanical and electrical systems selected or revisions to existing mechanical and electrical systems. Report to address "non-critical" items for potential future work.

#### 2. *Design Development*

- Prepare HVAC and Electrical demolition plans; indicate equipment and/or associated piping/ductwork to remove.
- Prepare new HVAC and Electrical design plans; indicate new locations of equipment and associated piping/ductwork and power connections and tie-in points to the existing, equipment scheduling and details, and automatic temperature control sequencing.
- Prepare "outline Specifications" for mechanical and electrical items, as required.
- Submit design development documentation for review and approval by the *Client*.

#### 3. *Construction Documents*

- Prepare final design of mechanical and electrical systems/improvements.
- Coordinate with *Authority Having Jurisdiction* (City of Tipton.)
- Prepare complete, contract drawings suitable for bidding purposes.
- Prepare Specifications, using CSI master format.
- Upon Client's request, provide Client with copies of any plans or specification prepared under this Agreement per the General Terms & Conditions.

### Structural Engineering Scope of Services

#### 1. *Conceptual Design*

- Contact and work with precast manufacturer to develop a solution to retrofit any precast panels that are deemed structurally compromised (if any). Additionally, develop a plan to re-seal any panels that have cosmetic cracking on the architectural wythe.
- Inspect all truss bearing locations for deterioration and determine if cosmetic or if bearing plates need retro fitted with reinforcing.
- Inspect parapet framing for deterioration and design reinforcing for members found to be structurally unsuitable.
- Evaluate current roof truss members for current design codes and loads from new roofing materials.
- Evaluate precast panels for any impacts imposed from the new design loads.

#### 2. *Design Development*

- Inspect existing embeds plates for deterioration and determine if reinforcing is required (if any). Additionally determine a viable method for sealing the embed pockets from exposure to atmospheric moisture. This may not be required since upgrades to the mechanical systems will reduce most atmospheric moisture to levels that are insignificant.
- Inspect metal deck and attached to roof truss members to determine if any elements are compromised due to corrosion. Design new metal deck sections to replace damaged sections as required.

- Inspect any secondary structural members such as conventionally framed walls for water intrusion and deterioration of the members. Additionally, design and detail repairs as they are needed.
- Perform an overall structural analysis and design review of the building. This includes but is not limited to. Foundation analysis and review, lateral analysis from loads due to wind. Gravity analysis from loading due to occupants and any new loading due to future repairs of the roof system.

### 3. **Construction Documents**

- Prepare final design of structural repairs/improvements.
- Coordinate with *Authority Having Jurisdiction*.
- Preparation of contract documents for bidding and construction.
- Prepare Specifications, using CSI master format.
- Upon Client's request, provide Client with copies of any plans or specification prepared under this Agreement per the General Terms & Conditions.

## **Construction Administration Scope of Services**

### 1. **Bidding Assistance**

- Bid document preparation and bid letting assistance through City process.
- Prepare any addenda and clarifications for contract documents.
- Develop contractor interest with requested and recommended contractors.
- Assist in reviewing bidder's qualifications and issuance of Letter of Recommended Award.
- Host and conduct pre-bid meeting and pre-construction meeting.

### 2. **Construction Progress**

- Attend construction meetings (assume bi-weekly; 10/ct.)
- Provide review of construction shop drawings, pay applications, monitor project progress, and review progress for general conformance with the plans.
- Review of contractor request for information (RFI), prepare instruction to contractor (ITC) and review, if any, change authorization requests (CAR) to the contract.
- Coordination with City officials including necessary permitting and as-builts.
- Attend the start-up of the mechanical systems and respond as required to any design-related operational difficulties (assume 2 site-visits.)
- Provide regular on-site visits and monitoring to ensure the construction is proceeding consistent with all the construction documents – bi-weekly.
- Provide construction progress reports for the Client on a regular basis – 1 progress report per month.

### 3. **Project Close-out**

- Arrange and perform field review when the contractor has applied for substantial completion of the project.
- Conduct walk-through and punchlist generation.
- Project closeout including completion of punch list and providing electronic as-builts plans and operation & maintenance (O&M) manuals to Client.

## **Submittals**

HBK will provide both electronic and hard copy documents of all deliverables.

**Schedule**

HBK is available to begin design work on this project immediately upon execution of a PSA. The expected dates of completion and timeframe for tasks are as follows:

<b><u>MILESTONES (assuming October 15<sup>th</sup> contract execution) for Target Completion</u></b>	
Pre-Design Concept Development	December 15 <sup>th</sup> , 2017
Report with Cost Estimate & Recommendations (Goal 1)	January 15 <sup>th</sup> , 2018
Conceptual Design Finalized	March 15 <sup>th</sup> , 2018
Contract Design Documents for Bid Letting (Goal 2)	July 31 <sup>st</sup> , 2018
Contractor Selection	September 1 <sup>st</sup> , 2018
Construction	Fall 2018 – Spring 2019
Closeout and Contract Record Drawings	Spring 2019

**Assumptions and Clarifications:**

- Number of site visits are indicated on scope areas above. Additional visits requested by the Owner will be billed at time and materials rates.
- Utility disconnects and associated removal details are not part of the scope of this proposal.
- Field redesigns, adjustments or amendments to plans are only billed if item in question is a request from the Owner or Owner's representatives after reviewed plans are submitted OR if unforeseen issues arise which are beyond the fault of the Engineer/Owner.
- All work to comply with City of Tipton standards.
- All work shall be completed and stamped by professional engineers licensed within the State of Iowa.

**End Part I**

**Part II: Project Description/Project Limits/Payment for Services**

**Project Description**

Engineering design services for the mechanical, electrical and structural design of The James Kennedy Aquatic Center located at 700 Park Road as outlined in the Request for Proposals submitted by the City of Tipton on 6/6/2017 and as discussed with the City of Tipton at the council meeting on 9/18/2017. The scope includes identification of "critical" mechanical, electrical and structural items along with preliminary costs, identification of "non-critical" items for future CIP with preliminary costs and implementation of design to amend the "critical" items for the Aquatic Center defined above. HBK Engineering will perform the mechanical, electrical and structural engineering design-work defined above in conjunction with the Owner and the City of Tipton staff and all required stakeholders. Critical items will be defined by HBK Engineering with input from City of Tipton stakeholders.

**Project Limits**

The site is located at 700 Park Road, Tipton, Iowa.

**Payment Terms**

The Engineer will perform the services, enumerated in Part 1 – Scope of Services, at the Standard Hourly Rates (listed below). Contract will be a *Lump-Sum paid by monthly progress payments* contract in the amount of **One Hundred, Sixteen Thousand, One Hundred, Eighty-Five Dollars and 00/100 (\$116,185.00)** as further defined below:

The Client agrees to pay each billing within 30 days of receipt. If Engineer does not receive any payment within 30 days of the invoice date, Engineer may, at Engineer's sole option, cease any remaining Project Work until Engineer receives payment in full for all unpaid balances due.

In the event the Client requests Engineer perform additional services not included in the Scope of Services, unless otherwise agreed in writing, by and between Engineer and Client, such services shall be performed at the current Standard Hourly Rates with authorization limits to be set at the time such services are requested.

**Standard Hourly Rates -- Effective January 1<sup>st</sup>, 2017**

Principal	\$168.00	Project Designer 3	\$110.00
Program Manager	\$147.00	Project Designer 2	\$100.00
Senior Licensed Professional Engineer, P.E	\$132.00	Project Designer 1	\$84.00
Structural Engineer	\$147.00	Project Designer 0	\$79.00
Licensed Professional Engineer, P.E.	\$115.00	Distribution Designer	\$90.00
Professional Landscape Architect	\$110.00	Construction Manager	\$126.00
Associate 3 (E.I.T.)	\$110.00	Construction Liaison	\$126.00
Associate 2 (E.I.T.)	\$105.00	Construction Specialist 2	\$126.00
Associate 1 (E.I.T.)	\$100.00	Construction Specialist 1	\$110.00
Senior Project Manager	\$132.00	Field Administrator	\$95.00
Project Manager	\$115.00	Professional Land Surveyor	\$132.00
Quality Manager	\$115.00	Field Lead	\$110.00
Project Coordinator	\$105.00	Field Technician	\$73.00
Permitting Coordinator	\$105.00	Locator 3	\$68.00
Analyst 2	\$79.00	Locator 2	\$58.00
Analyst 1	\$68.00	Locator 1	\$47.00
Administrative	\$63.00	Locator 0	\$37.00

**End Part II**

HBK ENGINEERING, LLC  
GENERAL TERMS AND CONDITIONS

A. PARTIES AND DEFINITIONS: "Agreement" as used here shall mean, as applicable, the attached Professional Services Agreement (PSA). "Engineer", for purposes of these General Terms and Conditions, shall mean HBK Engineering, LLC. "Client" shall be the party hiring Engineer to perform the Work hereunder. Engineer or Client may be referred to as "Party" and together as "Parties". "Work" shall mean the professional engineering and/or engineering related services described in Engineer's scope of services under the Agreement. "Prime Agreement" shall be used here conventionally. **Flow-Through**: Prior to Engineer's execution of this Agreement, Client shall provide Engineer a full copy of the Prime Agreement and allow for Engineer's timely and reasonable review. In the alternative, Client may withhold, or otherwise not provide, one or more sections of the Prime Agreement ("**Withheld Provisions**"). Excepting *Withheld Provisions*, Engineer shall assume obligations and responsibilities that, and as, the Prime Agreement specifically requires of lower tier design professionals, but only insofar as such provisions apply to Engineer's limited scope of services for Work hereunder; additionally, Client grants Engineer the same rights, powers, privileges and remedies toward Client as Client is granted, directly or indirectly, toward higher tier parties under the Prime Contract or applicable law. Notwithstanding anything to the contrary above or in any Prime Agreement, *Engineer shall not be bound, in any way whatsoever, by an untimely Prime Agreement, any Withheld Provisions, or provisions directly related to or dependent upon a Withheld Provision or an untimely Prime Agreement.* **Section Headings** used in this Agreement are descriptive only, included for convenience, and shall not constitute an interpretive part the Agreement. The term "reasonable" as used in this Agreement, in all cases, shall mean "commercially reasonable".

B. INSURANCE: See Attachment A - IAMU

C. PERMITS: Where and as permitting ("Permits") is specifically included as part of the Work, Engineer will furnish such documents and design data as may be reasonably required and Engineer will assist Client in obtaining such Permits in accordance with Engineer's applicable scope of services for such Work. Client will furnish all design input required by Engineer for completion of the Work and, if any, ancillary approvals and/or consents ("Permissions"). In any case, *Engineer shall not be responsible for the favorable or timely receipt of Permits or Permissions where delay may be due to reasons beyond Engineer's scope of services, authority, or reasonable control.* It is mutually understood: (i) Client will pay the cost of all Permits and Permissions, including, without limitation, review fees, bonding, insurance premiums, title company charges, blueprints and reproductions, if any, associated with the permitting Work, and (ii) such costs are *not included* in Engineer's fees for professional services, unless (iii) such costs are specifically enumerated in writing and payment by Engineer is specifically stated in Engineer's scope of services for the Work.

D. PROFESSIONAL STANDARD OF CARE: Engineer's services will be performed in accordance with the generally accepted practices, skill and care normally rendered by professional engineers in firms similar to Engineer's, and providing similar services at the same time, in the same locale, and under like circumstances.

No warranty or guarantee, express or implied, is included or intended by this Agreement with respect to the performance of professional services. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the Parties.

E. INFORMATION PROVIDED BY OTHERS: Client shall assist Engineer by placing at his disposal all documents, drawings, reports and other existing information available to Client and Client's consultants and subcontractors that will assist Engineer in the performance of the basic services being provided by Engineer, and Engineer shall be entitled to rely upon the accuracy and completeness thereof. Client recognizes that it is impossible for Engineer to assure the accuracy, completeness and sufficiency of information provided by others, either because, for example, it is impossible to independently verify within Engineer's scope of work, or because of reasonably undetectable errors or omissions of others that may have occurred in assembling such information. Accordingly, Engineer will conduct the research that in its professional opinion is necessary and will provide the requested services in a manner consistent with Engineer's professional standard of care for same or similar projects. Client recognizes, however, that the information upon which the Engineer relies may contain errors or may be incomplete. Client agrees to waive all claims and causes of action against Engineer, and anyone for whom Engineer may be legally liable, for damages arising out of Engineer's use of such

information provided by Client or obtained from others, upon which Engineer shall rely while providing the scope of services contained in this Agreement.

**ELECTRONIC MEDIA:** Engineer agrees, upon request, to provide materials to Client stored electronically. At Engineer's option, unless specifically agreed to the contrary, such materials will be provided in PDF format. Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to alteration, either intentional or otherwise, due to, for example, transmission, conversion, media degradation, software error or human alteration. Engineer makes no warranties, either express or implied, regarding the fitness or suitability of material transmitted via electronic media. Client agrees such material shall not be used, in whole or in part, for any project other than that for which they were created. Client agrees to waive any and all claims against Engineer resulting in any way from the unauthorized reuse or alteration of material submitted via electronic media. Documents that may be relied upon by Client as definitive are limited to those that are hand- sealed by Engineer.

**F. OWNERSHIP OF DATA AND DOCUMENTS:** Client acknowledges all Work Product, including, without limitation, documents, drawings, specifications, estimates, field notes, and other data and all processes including scientific, technological, software, and other concepts, whether or not patentable, created, prepared or furnished under this Agreement by Engineer or by Engineer's independent contractors and consultants pursuant to this Agreement, are *instruments of service* in respect of the project and they are, and they shall remain, the property of Engineer whether or not the project is completed. Engineer shall grant Client a fully paid, perpetual, irrevocable and transferable license to have and use all project plans and specifications prepared under this Agreement, provided. *Engineer's completion of the Work and payment in full of all money due to Engineer for work performed to date shall be conditions precedent to such transfer. Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the Client or any person or entity that acquires or obtains the plans and specifications from or through Client without the written authorization of Engineer.*

**G. INDEMNIFICATION:** Engineer and Client agree, subject to liability limiting provisions elsewhere in this Agreement, to indemnify and hold harmless, the other, its Members, managers, directors, officers and employees, from and against legal liability for claims, losses, damages, or liability of any other sort, including reasonable attorney's fees (together, "Claims") to the extent such Claims are legally determined to be caused solely by their negligent acts, errors or omissions in their performance under this Agreement. In the event any such Claims are legally determined to be caused by the joint or concurrent negligence of Engineer and Client, Claims shall be born by each party in proportion to its own negligence under comparative fault principles. No duty to defend is hereby created nor any costs of defense are hereby assumed by this indemnity provision and Parties explicitly waive such duty and costs under this Agreement. Causes of action arising out of Engineer's services or this Agreement, regardless of cause or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Engineer's substantial completion of services on the project. *In all cases, Engineer's indemnification shall be limited to the extent of the liabilities specifically assumed by Engineer within this Agreement and only as respects professional services performed by Engineer.*

**H. JOBSITE SAFETY:** Engineer will not be responsible, nor assume any liability, for any acts or errors or omissions of Client or any of Client's sub-contractors, agents or employees or any other persons (except Engineer's own employees) at the Work site or otherwise performing Client's work. If Engineer's scope of Work includes the performance of services during the construction phase of a project, it is understood that the purpose of such services, including visits to the site, is to enable Engineer to better perform the duties and responsibilities assigned to and undertaken by it as a design professional. Neither the professional activities of Engineer, nor the presence of Engineer or its employees at the construction site, shall relieve Client of its obligations, duties and responsibilities included in, or necessary to complete, the Work. *In no event shall Engineer be responsible, in any way whatsoever, for construction means, methods, sequence, techniques or procedures necessary for performing, superintending or managing, in any way, construction aspects of the Work.* Engineer and its personnel shall have no authority to exercise any control over Client's construction, or that of Client's subcontractors or other entities or their employees (such individuals and entities, together, "Construction Personnel") in connection with Client's Work or any related health or safety programs or procedures. The Client agrees that Construction Personnel shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in Client's agreements with Construction Personnel.



PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, OR COST OF CAPITAL.

**L. MISCELLANEOUS PROVISIONS:**

1. **FORCE MAJEURE:** Any delays in or failure of performance by Engineer shall not constitute a default hereunder if such delays or failures of performance are caused by occurrences beyond the reasonable control of Engineer, including but not limited to: Acts of God or the public enemy; compliance with any order of any governmental authority; changes in law; act of war, sabotage or damage resulting there from; fires, floods, explosion, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; *delays in permitting*; or any other causes which are beyond the reasonable control of Engineer. 2. **INTERPRETATION:** The parties acknowledge and agree the terms and conditions of this Agreement, including but not limited to those relating to allocation of, releases from, exclusions against and limitation of liability, have been freely and fairly negotiated. Each party acknowledges that in executing this Agreement they have relied solely on their own judgment, belief and knowledge, and such advice as they chose to receive from their own legal counsel, and they have not been influenced by any representation or statement made by any other party or its legal counsel. *No provision in this Agreement is to be interpreted for or against any party because that party or its counsel drafted such provision.* In the event that any portion or all of this agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to amend the commercial and other terms of the Agreement in order to effect the intent of the parties as set forth in this Agreement. The parties agree to look solely to each other with respect to performance of this Agreement. The provisions of this agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement, including but not limited to any expressed limitation of or released from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration. 3. **ENTIRE AGREEMENT:** This Agreement, and without limitation, any Exhibits, addenda, applicable Task Authorizations, Purchase Orders, Change Orders Requisitions and other such similar "Work Requests", constitute the entire Agreement between Client and Engineer, superseding all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Work hereunder. In the event of conflict and/or ambiguity between any provision of this Agreement and, without limitation, that contained in any Work Request, proposal, contract, requisition, notice to proceed, or any other Project document, this Agreement, and within this Agreement these General Terms and Conditions, shall take precedence and prevail in enforcement and or clarification. No other representations of any kind, oral or otherwise, have been made. Client and Engineer bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other part, in respect to all covenants of this Agreement; except as above, Client shall not assign, sublet or transfer its interest in this Agreement without the written consent of Engineer. *Nothing herein shall be construed as creating any personal liability on the part of any owner, officer, employee, or agent of Engineer or Client that may be a part hereto,* nor shall it be construed as giving any rights or benefits hereunder to anyone other than Client or Engineer. 4. **DISPUTE RESOLUTION:** All claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement shall first be submitted to mediation and, if unsuccessful, shall be submitted to litigation proceedings. Any legal action by either party against the other for any cause or causes, including but not limited to breach of this Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care, however denominated, shall be barred upon the expiration of the statute of limitations as provided by relevant state or federal law. 5. **GOVERNING LAW:** This Agreement shall be governed and construed in accordance with the laws of the state of Iowa. Client hereby irrevocably consents and submits to the jurisdiction of any State Court of Iowa, or the United States District Court for the Northern District of Iowa and waives any and all objections that it may have to venue or the issuance of service of process in any such proceedings. 6. **ATTORNEY FEES, COSTS AND EXPENSE:** In the event either Engineer or Client shall institute any action or proceeding against the other relating to performance under, or the enforcement of, this Agreement, any provision hereof, or any default hereunder, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, costs and expenses. 7. **SEVERABILITY:** Every paragraph, part, term or provision of this Agreement is severable from another. If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Agreement shall not be affected thereby but shall remain in full force and effect. The parties further agree to reform these Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision. 8. **SURVIVAL:** These terms and conditions,

including, without limitation, any expressed limitation of or release from liability, shall survive the completion of Work or termination of this Agreement and shall remain in full force and effect. 9. ASSIGNMENT: Client may not assign rights, duties and liabilities under this Agreement without prior written consent of Engineer. 10. SOLICITATION OF EMPLOYMENT: Neither party shall, during the term of this Agreement or for a period of one hundred and eighty (180) days thereafter, directly or indirectly for itself or on behalf of, or in conjunction with, any other person, partnership, corporation, business or organization, solicit, hire, contract with or engage the employment of an employee of the other, unless that party has obtained the written consent of the other to such hiring and that party pays to the other reasonable compensation for disruption to the other's business and the other's cost to replace the lost employee.

END GENERAL TERMS AND CONDITIONS  
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## Iowa Association of Municipal Utilities

## Contractor Insurance Requirements

A. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below ~~which may arise out of, or result from the~~ Contractor's operations under the contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance to be maintained by the Contractor shall be written as follows:

1. **Workers' Compensation and Employers Liability Insurance** as prescribed by Iowa law or the minimum limits shown below;

- |                           |                         |
|---------------------------|-------------------------|
| a. Iowa Benefits-         | Statutory               |
| b. Employers Liability    |                         |
| Bodily Injury by Accident | \$500,000 Each Accident |
| Bodily Injury by Disease  | \$500,000 Each Accident |
| Bodily Injury by Disease  | \$500,000 Each Employee |

The Workers Compensation policy shall include a *waiver of subrogation clause* in favor of the owner.

2. **Commercial General Liability Insurance** combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (for any one fire)	\$ 100,000
Medical Damage Limit (any one person)	\$ 5,000

This insurance must include the following features:

- a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate Per Project Endorsement.
- b. Personal and Advertising Injury
- c. Operations by independent contractors.
- d. Contractual Liability coverage
- e. Coverage for property damage underground or damage by explosion or collapse (XCU).

3. **Automobile Liability Insurance** covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident. Insurance must include Contractual Liability.
4. **Umbrella/Excess Liability Insurance** at Contractor's option, the limits specified may be satisfied with a combination of Primary and Umbrella/Excess Insurance.
5. **Additional Insured** The Contractor will include the City or Utility as additional Insured on all policies except Workers' Compensation as respects all work performed.
6. **Insurance Certificates** Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the City or Utility. These insurance policies shall not be cancelled without at least 30 days prior written notice to the City or Utility. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City or Utility prior to the commencement of this lease.
7. **Government Immunity** The following clauses will be added to all liability coverages:
  - a. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
  - b. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
8. **Subrogation**, To the extent that such insurance is in force and collectible and to the extent permitted by law, the City or Utility and Contractor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The forgoing release and waiver shall apply to damage to contractor's equipment, tools and other personal property as well as automobiles.