

City of Tipton, Iowa

Meeting: Tipton City Council Meeting
Place: Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772
Date/Time: Monday, March 12, 2018, 5:30 p.m.
Web Page: www.tiptoniowa.org
Posted: Friday, March 9, 2018 (Front door of City Hall & City Website)

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

A. Call to Order

B. Roll Call

C. Pledge of Allegiance

D. Agenda Additions/Agenda Approval

E. Communications:

1. Asking for consideration to allow parking 24/7 along Cedar Street by 519 Cedar Street and the first block of West 6th Street, Judy Jenkins

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, February 21, 2018
2. Approval – Library Minutes, January 17, 2018
3. Approval – Library Director’s Report, January 2018
4. Approval – Liquor License Renewal, Monty’s Pizza & Grill
5. Approval – Claims List

G. Public Hearing

1. Public Hearing for Fiscal Year Budget 2018-2019

H. Old Business

I. New Business

1. Resolution 031218A: Resolution Approving the City of Tipton Fiscal Year 2018-2019 Annual Budget

2. Resolution 031218B: Resolution Accepting the Fiscal Year 2016-2017 Annual Audit
3. Resolution 031218C: Resolution Accepting Bid from BWC Excavating for the Lemon Street Reconstruction Project in the Amount of \$807,588.50
4. Discussion and Possible Action Concerning Approval of Amendment No. 2 to the Agreement for Engineering Services 2016 Sanitary Collection & Treatment System Evaluation
5. Discussion and Possible Action Accepting Request for Permission to Install a Septic System
6. Discussion and Possible Action on a Proposal from the Firefighters to Provide July 4th Fireworks Display
7. Discussion and Possible Action Concerning Mayoral Appointment of Kelly Thomas to Serve At Large on the Commission Board
8. Discussion and Possible Action Concerning Mayoral Appointment of Kiley Phelps-Schultz to Serve At Large on the Commission Board
9. Approval of Cass Township 2018-2019 Fire Protection Agreement
10. Approval of 28E Agreement Between the City of Tipton and Cass Township for Emergency Ambulance Services
11. Approval of Center Township 2018-2019 Fire Protection Agreement
12. Approval of 28E Agreement Between the City of Tipton and Center Township for Emergency Ambulance Services
13. Approval of Fairfield Township 2018-2019 Fire Protection Agreement
14. Approval of 28E Agreement Between the City of Tipton and Fairfield Township for Emergency Ambulance Services

J. Mayoral Proclamation

K. Reports to be Received/Filed

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

1. Mayor's Report
2. Council Reports
3. Committee Reports
4. City Manager's Report
5. Department Heads
 - a. MISO Update on Generator (Floyd)
 - b. Nan02 Pilot Study Update (Brian B.)

M. 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.

Name: Judy Jenkins

Reason for request, please be specific.

Now that ^{2 more} 2 apartments are going to be occupied, I'm asking you to consider & hopefully allow parking 24/7 along Cedar Street & the 1st block of West 6th. However, still keep it no parking during or if inclement weather is coming. Having 4 vehicles from apartment tenants, 2 handicapped spots, & a chiropractic office in the back of The Gathering, PLUS some Gathering volunteers... the alley ^{back} isn't enough. What if they have overnight visitors? There's also currently a utility pole in the middle of the back parking area. I asking there be consideration & this area to be on the 5 year plan for alley utility pole removal.

@ 519 Cedar

+ another in the middle of the Gathering entry @ the alley.

Date of Council Meeting: 3-12-18

Today's date and time: 2-1-18

Signature: Judy Jenkins

February 21, 2018
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, Leeper, Anderson, Spear and McNeill. Also present: Wagner, Armstrong, Lenz, Kepford, Beck, Ratliff, B. Brennan, K. Johnson, other visitors and the press.

Agenda:

Motion by Boots, second by Leeper to approve the agenda with moving two items from new business, I2 and I14, to be addressed right after Communications. Following the roll call vote the motion passed unanimously.

Communications:

Sheriff Warren Wethington with the Cedar County Law Enforcement Center and Julie Stuefen with Overhead Doors shared their concerns regarding the high dust accumulation and the problems it is causing from the road that runs in front of their buildings on East South Street. They would like the City to consider paving it.

Consent Agenda:

Motion by Leeper, second by Spear to approve the consent agenda which includes the February 5th Council Meeting Minutes, February 7th Special Work Session Minutes, February Development Director's Report, January Treasurer's and Investment Report and the following Claims List. Following the roll call vote the motion passed unanimously.

ASCENT AVIATION GROUP INC	1600 GL AVIATION FUEL	6495.38
AUCA CHICAGO LOCKBOX	MATS	123.50
BARRON MOTOR SUPPLY	OPERATING SUPPLIES	20.74
CEDAR COUNTY CO-OP	FUEL DISCOUNT	2463.74
CEDAR COUNTY ENGINEER	63 GL DSL	2093.84
CEDAR COUNTY SOLID WASTE	TRANSFER FEES	3110.00
CEDAR COUNTY VFW POST 2537	US FLAG	30.00
CHAPMAN METERING	SOFTWARE UPDATES	107.00
CINTAS CORPORATION	FIRST AID SUPPLIES	62.79
CINTAS CORPORATION #342	UNIFORMS,MATS,SHOP TOWELS	344.30
CITY OF MECHANICSVILLE	ALS INTERCEPT	200.00
CJ COOPER & ASSOC INC	RANDOM SCREENINGS	70.00
CRIST ELECTRICAL SERVICES	UNDERGROUND CONVERSION	616.42
CUSTOM BUILDERS INC	UPS CHARGES	585.95
D & R PEST CONTROL	PEST CONTROL	145.99
EASTERN IOWA LIGHT & POWER	EAST LAGOON	1012.28
EASTERN IOWA TIRE	TIRES #51	508.52
FAMILY FOODS	MISC SUPPLIES	60.91
G & K SERVICES	UNIFORMS	221.49
GARDEN & ASSOCIATES INC	SEWER MAPPING AND BOOK	964.00
GRAINGER	SETUP PARTS #54	140.80
GRAYBILL COMMUNICATIONS	PARTS #54	74.00
HAWKEYE FIRE AND SAFETY	EQUIPMENT MAINT/REPAIR PARTS	373.70
HAWKINS INC	WATER PLANT CHEMICALS	405.49
HD CLINE CO.	REPAIR PARTS #138	55.35

IMAGE TREND INC	CLEARING HOUSE SERVICES	148.00
INTEGRATED TECHNOLOGY PART	TECH SERVICES	300.00
IOWA ONE CALL	LOCATES	7.20
IPAA	MEMBERSHIP DUES	75.00
IWI MOTOR PARTS	REPAIR PARTS #52	30.81
JAB INK DESIGN	LETTER POLICE VEHICLE	400.00
JETCO INC	GEN SET REPAIRS @ W LAGOON	536.85
JOHNSON COUNTY AMBULANCE S	ALS INTERCEPT	200.00
KELTEK INCORPORATED	PARTS #54	2319.79
KIRKWOOD COMMUNITY COLLEGE	BLS RENEWAL	7.00
KUNDE OUTDOOR EQUIPMENT	RAGS	19.50
LYNCH DALLAS PC	LEGAL SERVICES	893.50
MC CLURE ENGINEERING COMPA	LEMON ST IMPROVEMENTS	13728.70
MISC. VENDOR	NATIONAL PEN:OFFICE SUPPLIES	94.94
MORTON SALT INC	25.24 TON ROAD SALT	1501.78
POWER LINE SUPPLY	GLOVES	631.71
QC ANALYTICAL SERVICES LLC	WASTEWATER TESTING	1980.00
QUAD CITY TESTING LABORATO	AIR TANK TESTING	1091.00
REPUBLIC SERVICES OF IOWA	RECYCLING SORT FEES	1233.83
RESCO	OVERHEAD SUPPLIES	294.25
SANDRY FIRE SUPPLY LLC	30 HOODS, 8 GLOVES	1772.00
SPINUTECH INC	LICENSE, SUPPORT, HOSTING	595.00
STATE HYGIENIC LABORATORY	POOL TESTING	123.50
STOREY KENWORTHY/MATT PARR	LASER FORMS	54.85
TIPTON CONSERVATIVE	LEMON STREET BID LET	767.15
TIPTON ELECTRIC MOTORS	WELDING GAS	73.01
TIPTON PHARMACY	PHARMACEUTICALS	284.20
TIPTON STRUCTURAL FABRICAT	STEEL FOR PIT GRATE	50.28
TITAN MACHINERY INC	REPAIR PARTS #18	696.35
TRANSWORLD SYSTEMS INC	COLLECTION EXPENSE	5.00
USA BLUE BOOK	WATER TESTING SUPPLIES	541.81
VAN METER INC	RELAYS FOR WATER PLANT	112.68
VERMEER SALES & SERVICE IN	SNOW BUCKET RENTAL	375.00
WENDLING QUARRIES INC	68.82 TON ROAD STONE	715.32
XEROX CORPORATION	BASE AND COPIES	1187.10
** TOTAL **		53133.30
FUND TOTALS		
001 GENERAL GOVERNMENT		8,414.38
600 WATER OPERATING		1,231.69
610 WASTEWATER/AKA SEWER REVE		4,073.34
630 ELECTRIC OPERATING		3,112.36
640 GAS OPERATING		91.34
660 AIRPORT OPERATING		7,627.08

670 GARBAGE COLLECTION	4,368.58
740 STORM WATER	12,672.00
810 CENTRAL GARAGE	8,399.99
835 ADMINISTRATIVE SERVICES	3,142.54
GRAND TOTAL	53,133.30
PAYROLL EXPENSE FOR FEBRUARY 2018	\$149,959.50
DEBT SERVICE PAYMENTS – DECEMBER 2017	\$102,507.50

Public Hearing:

1. Public Hearing on Proposal to Enter into a General Obligation Corporate Purpose Loan Agreement
 Motion by Boots, second by McNeill to open the public hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement, at 5:55 p.m. Following the roll call vote the motion passed unanimously. With no written or oral objections, a motion was made by McNeill, second by Anderson to close the public hearing at 6:03 p.m. Following the roll call vote the motion passed unanimously.

Old Business:

1. Water/Wastewater Director to give a verbal report on Nan02 with LM Technology
 Water/Wastewater Director Brennan stated that the Nan02 unit arrived today and hope that it will be operating by Friday. Brennan stated that the data is the important part to see if this is what we need.
 2. LM Technology Nan02 Dissolved Oxygen 30-Day Trial Unit Lease Agreement
 Motion by Boots, second by Anderson to approve the Nan02 dissolved oxygen 30-day trial unit lease agreement with LM Technology. Following the roll call vote the motion passed unanimously.

New Business:

1. Lemon Street Project Bids
 Manager Wagner reported that five bids were received and a base alternate for each. BWC Excavating was the lowest bidder. Their bid was close to McClure Engineering's cost estimate of \$815,000.00. There will be a resolution on the agenda for the next council meeting for bid approval.

2. Iowa State University Extension and Outreach Donation
 Motion by Boots, second by McNeill to approve a \$500.00 donation to Iowa State University Extension and Outreach. Following the roll call vote the motion passed unanimously.

3. Resolution 022118B: Resolution taking additional action on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and providing for the levy of taxes to pay the same.
 Motion by McNeill, second by Leeper to approve Resolution 022118B, the resolution taking additional action on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and providing for the levy of taxes to pay the same. Following the roll call vote the motion passed unanimously.

4. Resolution 022118C: Resolution authorizing adoption of Policies and Procedures regarding Municipal Securities Disclosure
 Motion by Boots, second by Spear to approve Resolution 022118C, the resolution authorizing adoption of Policies and Procedures regarding Municipal Securities Disclosure . Following the roll call vote the motion passed unanimously.

5. Resolution 022118A: Resolution Setting the Date for a Public Hearing for the Fiscal Year Budget 2018-2019
 Motion by Leeper, second by McNeill to approve Resolution 022118A, the resolution setting the date for a Public Hearing on March 12th at 5:30 p.m., for Fiscal Year Budget 2018-2019. Following the roll call vote the motion passed unanimously.

6. Annual Tipton Police Department Report
 Motion by Anderson, second by Spear to accept the annual Tipton Police Department report. Following the roll call vote the motion passed unanimously.

7. Rolling Jacks for Truck Hoist

Motion by Leeper, second by Boots to approve the purchase of rolling jacks for the truck hoist, from NAPA in the amount of \$5,015.99. Following the roll call vote the motion passed unanimously.

8. Mayoral Appointment of Lindsey Sears to Serve on the Commission Board

Motion by Spear, second by Boots to approve the mayoral appointment of Lindsey Sears to serve on the Commission Board. Following the roll call vote the motion passed unanimously.

9. Mayoral Appointment of Jim Reeve to Serve on the Commission Board

Motion by Boots, second by McNeill to approve the mayoral appointment of Jim Reeve to serve on the Commission Board. Following the roll call vote the motion passed unanimously.

10. Donation Towards Blue Ribbon Celebration, Tipton Elementary School

Motion by Boots, second by McNeill to approve a \$200.00 donation towards the Blue Ribbon Celebration at the Tipton Elementary School, on Thursday, March 29th from 11:00 a.m. to 2:30 p.m. Following the roll call vote the motion passed unanimously.

11. Request the DOT to Perform a "Speed Study" on Hwy 38

Motion by Boots, second by Spear to approve requesting the DOT to perform a speed study on Hwy 38. The motion passed with the following roll call vote:

Aye: McNeill, Boots, Anderson, Spear

Nay: Leeper

12. Rochester Township 2018-2019 Fire Protection Agreement

Motion by Spear, second by Anderson to approve the Rochester Township 2018-2019 Fire Protection Agreement. Following the roll call vote the motion passed unanimously.

13. 28E Agreement Between the City of Tipton and Rochester Township for Emergency Ambulance Services

Motion by Spear, second by McNeill to approve the 28E Agreement between the City of Tipton and Rochester Township for emergency ambulance services. Following the roll call vote the motion passed unanimously.

14. Resolution 022118D: Resolution Setting Rates for the Tipton Ambulance Service

Motion by McNeill, second by Leeper to approve Resolution 022118D, the resolution setting rates for the Tipton Ambulance Service. Following the roll call vote the motion passed unanimously.

15. Memorandum of Understanding to Share Costs of the "WHO'S RESPONDING" Emergency Alert System

Motion by Spear, second by Boots to approve the Memorandum of Understanding to share costs with Lowden, Mechanicsville and Stanwood, for the "WHO'S RESPONDING" emergency alert system, which will be effective on March 1, 2018. Following the roll call vote the motion passed unanimously.

Reports of Mayor/Council/Manager/Department Heads:

Mayor

Mayor Carney stated that the aerial truck for the fire department arrived last Thursday.

Carney attended the Assessor's meeting. Someone with GIS will be coming soon to address licensing of the GIS software.

Adjourn:

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

Meeting adjourned at 6:48 p.m.

Mayor _____

Attest: _____
City Clerk

REVENUE RECEIVED

January, 2018

Property Taxes	25,373.68
Local Option Sales Tax	21,646.17
Licenses & Permits	2,690.00
Use of Money and Property	20,589.96
Intergovernmental	26,870.62
Charge for Services	636,343.81
Special Assessment	111.00
Miscellaneous	85,940.72
Sale of Fixed Assets	0.00
TOTAL	\$819,565.96

Library Board Meeting Jan. 17 6:00 pm

Attendance: Jamie Meyer, Dale Jedlicka, Marcus Hertert, Jen Johnson, Denise Smith

Call to order: motion to call meeting to order: Jamie Meyer

Approval of agenda: motion to approve meeting's agenda: Marcus 2nd: Dale

Approval of last meeting's minutes: motion to approve last meeting's minutes: Jen 2nd: Dale

Open Forum: -

Director's Report:

- a) Application for Re-Accreditation
- b) Inventory last Friday (total materials 15,615)
- c) Year to date numbers: numbers decreased due to cold. Getting door counter again for same weeks as last year.
- d) Brad was supposed to be here to talk to us about phones.

Education:

- a) Board meetings

Financial Report:

- a) Motion to accept the financial report: Dale 2nd: Marcus

Finance Committee -

- a) Do not yet have final approval.

Personnel Committee: -

Maintenance: -

Friends of the Library:

- a) April 8-14 is National Library Week. Hoping to get the stained glass window up for that week.
- b) March 26th
- c) July 2nd
- d) October 1st Annual Meeting
- e) Book Sale April 11-12
- f) Book Sale Nov. 7-10
- g) Balance: \$8032.51

Old Business:

- a) Sherry Hall new board member approved in January

New Business

- a) Approve new mission statement, strategic plan, and the priority for additional access assessment
- b) Motion to accept the mission statement, strategic plan, and the priority for additional access assessment: Marcus 2nd: Dale

Miscellaneous:

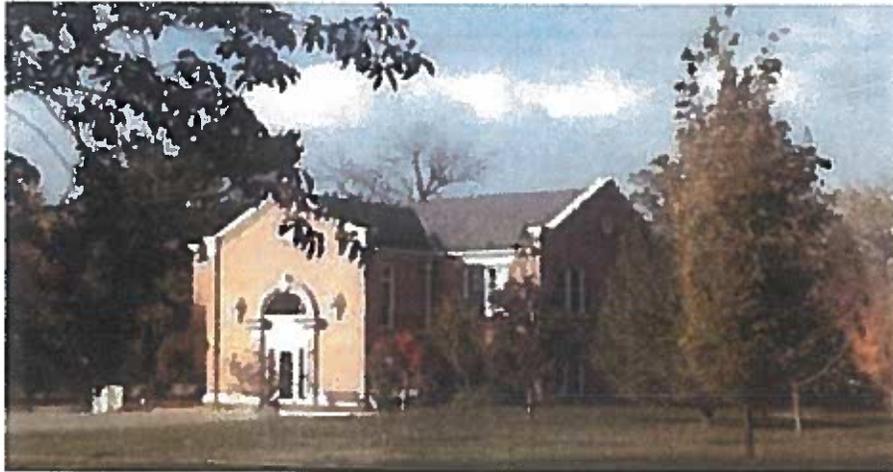
- a) Set meeting times and date on Doodle

Adjournment: motion to adjourn: Marcus 2nd: Jen

Tipton Public Library

January 2018

Director's Report



Prepared by Denise Smith

Library Director

To

Library Board, Mayor Carney, Council Members and City Manager

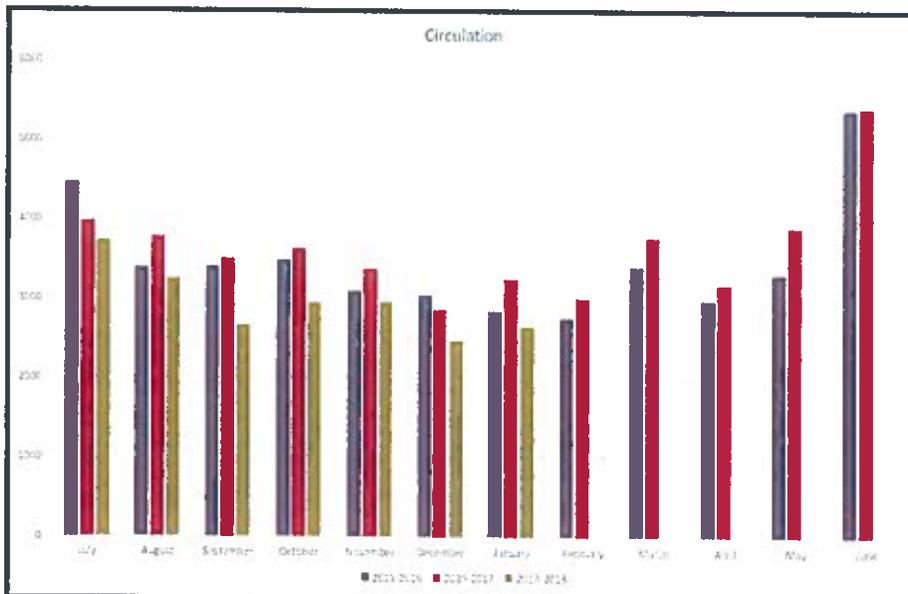
February 2018

Statistics Jan. 2018

	Jan.	YTD
Total Circulation	2,651	20,678
Computer Use	329	3,102
WiFi Usage	76	791
Number of Attendance at Programs Held	82	3,049
Transactions for Copies made	169	1,248
Transactions for Faxes Sent	18	132
Transactions for ILL checked out	30	162
Transactions for Keurig Drinks	32	204
Transactions for Friends of Library	30	265

Circulation by Material Types

	Jan.	YTD
Adult books	669	4,981
Teen Books	124	1,068
Children's books	979	7,953
DVDs	741	5,696
CDs	97	649
Magazines	41	331



Library Staff

Denise Smith
Director

Diane Wallick
Assistant Director

Tryeann Schultz
Library Assistant

Crystal Serrano
Library Assistant

Aubri Hein
Library Assistant

Cindy Kunde
Library Assistant Sub

Melissa Zell
Library Assistant Sub

John Barnum
Custodian

Library Board of Trustees

Jamie Meyer-President

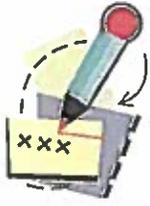
Dale Jedlicka-Vice President

Heather Sloma-Weber

Jennifer Johnson-Secretary

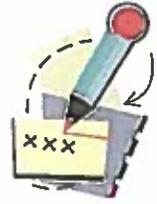
Marcus Hertert

Jim McCollough



RESOURCES-YTD

	Jan.	YTD
Taxes	\$2,754.67	\$100,715.74
Rural Funding	\$0	\$12,933.27
Fines and Fees	\$192.39	\$1,823.36
Donations	\$1,902.75	\$3,366.05
D.State A/EI	\$0	\$3,689.81
Reimbursements	\$34.00	\$185.00
Refunds	\$463.61	\$463.83
Miscellaneous	\$193.90	\$1,630.25
Total Revenues	\$5,541.32	\$124,807.31

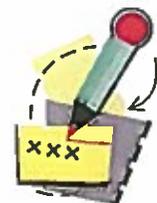
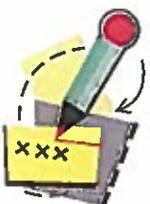


USE OF RESOURCES-YTD

	Jan.	YTD
Staff	\$7,133.24	\$54,780.12
Staff Benefits	\$1,184.02	\$8,664.71
Materials	\$3,381.86	\$17,946.22
B. Maintenance	\$125.00	\$4,228.52
G. Maintenance	\$46.20	\$1,378.04
Technology	\$0	\$228.84
Programming	\$757.27	\$2,139.81
Miscellaneous	\$3,283.99	\$31,535.65
Total Expenses	\$15,911.58	\$121,700.91

Monies Spent on Library Materials

	Jan.	YTD
Books	\$2,351.79	\$13,015.05
DVDs	\$454.22	\$2,753.13
CDs	\$408.75	\$942.75
Mag./News.	\$0	\$1,351.50



Amy Lenz

From: Licensing@IowaABD.com
Sent: Friday, March 09, 2018 1:33 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
BB0036848	Submitted to Local Authority	Monty's Pizza & Grill Inc (310 Cedar St Tipton Iowa, 52772)

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: 02697 Council Mtg 031218

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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01-0052 AIR FILTER SALES & SERVICE

I 0243474		46 FILTERS	AP		R	4/07/2018		615.09	615.09CR	
		G/L ACCOUNT						615.09		
	001 5-465-2-63100	BUILDING MAINTENANCE & REPAIR					615.09	46 FILTERS		
								REG. CHECK		
								615.09	615.09CR	0.00
								615.09	0.00	

01-0143 AUCA CHICAGO LOCKBOX

I 1876943304		MATS	AP		R	4/07/2018		84.00	84.00CR	
		G/L ACCOUNT						84.00		
	001 5-650-2-63100	BUILDING MAINTENANCE & REPAIR					84.00	MATS		
I 1876950169		MATS	AP		R	4/08/2018		84.00	84.00CR	
		G/L ACCOUNT						84.00		
	001 5-650-2-63100	BUILDING MAINTENANCE & REPAIR					84.00	MATS		
								REG. CHECK		
								168.00	168.00CR	0.00
								168.00	0.00	

01-0201 BARRON MOTOR SUPPLY

I 24134		REPAIR PARTS #26 & #29	AP		R	3/09/2018		43.92	43.92CR	
		G/L ACCOUNT						43.92		
	810 5-899-2-63321	REPAIR PARTS					43.92	REPAIR PARTS #26 & #29		
I 24221		REPAIR PARTS #67	AP		R	3/09/2018		30.02	30.02CR	
		G/L ACCOUNT						30.02		
	810 5-899-2-63321	REPAIR PARTS					30.02	REPAIR PARTS #67		
I 24251		REPAIR PARTS #184	AP		R	3/09/2018		9.92	9.92CR	
		G/L ACCOUNT						9.92		
	810 5-899-2-63321	REPAIR PARTS					9.92	REPAIR PARTS #184		
I 24527		OPERATING SUPPLIES	AP		R	3/09/2018		8.44	8.44CR	
		G/L ACCOUNT						8.44		
	810 5-899-2-65070	OPERATING SUPPLIES					8.44	OPERATING SUPPLIES		
								REG. CHECK		
								92.30	92.30CR	0.00
								92.30	0.00	

PACKET: 02697 Council Mtg 031218

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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01-0247 BORDER STATES ELECTRIC SUPP

I 70650918		GEN 7 UPDATES TO METERING	AP		R	3/08/2018		214.00	214.00CR	
		G/L ACCOUNT						214.00		
	630 5-821-2-63500	OPERATIONAL EQUIPT MAINT & REP				214.00		GEN 7 UPDATES TO METERING		
								REG. CHECK	214.00	214.00CR
									214.00	0.00

01-0253 BOUND TREE MEDICAL LLC

I 82778216		MEDICAL SUPPLIES	AP		R	3/08/2018		352.86	352.86CR	
		G/L ACCOUNT						352.86		
	001 5-160-2-65070	OPERATING SUPPLIES				352.86		MEDICAL SUPPLIES		
I 82778217		MEDICAL SUPPLIES	AP		R	3/08/2018		135.02	135.02CR	
		G/L ACCOUNT						135.02		
	001 5-160-2-65070	OPERATING SUPPLIES				135.02		MEDICAL SUPPLIES		
								REG. CHECK	487.88	487.88CR
									487.88	0.00

01-0410 CEDAR COUNTY CO-OP

C 17049		FUEL DISCOUNT	AP		R	3/09/2018		15.46CR	15.46	
		G/L ACCOUNT						15.46CR		
	810 5-899-2-65075	FUEL				15.46CR		FUEL DISCOUNT		
I 0218CCC		515.26 GL	AP		R	4/08/2018		1,642.65	1,642.65CR	
		G/L ACCOUNT						1,642.65		
	810 5-899-2-65075	FUEL				1,642.65		515.26 GL		
								REG. CHECK	1,627.19	1,627.19CR
									1,627.19	0.00

01-0430 CEDAR COUNTY ENGINEER

I 0218AMB		53.30 GL DSL	AP		R	4/07/2018		118.86	118.86CR	
		G/L ACCOUNT						118.86		
	810 5-899-2-65075	FUEL				118.86		53.30 GL DSL		
I 0218FIRE		25 GL DSL	AP		R	4/07/2018		55.75	55.75CR	
		G/L ACCOUNT						55.75		
	810 5-899-2-65075	FUEL				55.75		25 GL DSL		

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VENDOR SEQUENCE

VENDOR	ITEM NOM	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 0218FW		791.70 GL DSL	AP		R	4/07/2018		1,765.49	1,765.49CR	
		G/L ACCOUNT						1,765.49		
		810 5-899-2-65075	FUEL				1,765.49	791.70 GL DSL		
				REG. CHECK				1,940.10	1,940.10CR	0.00
								1,940.10	0.00	

01-0461 CEDAR COUNTY SOLID WASTE

I 0218CCTS		TRANSFER FEES	AP		R	4/08/2018		2,690.00	2,690.00CR	
		G/L ACCOUNT						2,690.00		
		670 5-840-2-64850	TRANSFER FEES				2,690.00	TRANSFER FEES		
				REG. CHECK				2,690.00	2,690.00CR	0.00
								2,690.00	0.00	

01-0528 CENTRAL PETROLEUM EQUIPMENT

I 39326		PUMP REPAIRS	AP		R	3/08/2018		533.20	533.20CR	
		G/L ACCOUNT						533.20		
		660 5-835-2-63500	OPERATIONAL EQUIPT MAINT & REP				533.20	PUMP REPAIRS		
				REG. CHECK				533.20	533.20CR	0.00
								533.20	0.00	

01-0577 CHUCK PAUL TRUCKING

I 3018		4 LOADS OF ROAD SALT	AP		R	3/09/2018		1,133.73	1,133.73CR	
		G/L ACCOUNT						1,133.73		
		001 5-250-2-65070	OPERATING SUPPLIES				1,133.73	4 LOADS OF ROAD SALT		
				REG. CHECK				1,133.73	1,133.73CR	0.00
								1,133.73	0.00	

01-0580 CINTAS CORPORATION #342

I 342745015		UNIFORMS, SHOP TOWELS, MATS	AP		R	3/08/2018		173.82	173.82CR	
		G/L ACCOUNT						173.82		
		630 5-820-2-64350	UNIFORMS/EQUIPMENT				82.41	UNIFORMS, SHOP TOWELS, MATS		
		640 5-825-2-64350	UNIFORMS/EQUIPMENT				44.47	UNIFORMS, SHOP TOWELS, MATS		
		630 5-820-2-65070	OPERATING SUPPLIES				46.94	UNIFORMS, SHOP TOWELS, MATS		
I 342747146		UNIFORMS, SHOP TOWELS, MATS	AP		R	3/08/2018		172.15	172.15CR	
		G/L ACCOUNT						172.15		
		630 5-820-2-64350	UNIFORMS/EQUIPMENT				80.74	UNIFORMS, SHOP TOWELS, MATS		

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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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				REG. CHECK				284.60	284.60CR	0.00
								284.60	0.00	

01-0697 CUSTOM BUILDERS INC

I 81930		UPS CHARGES	AP		R	4/07/2018		102.77	102.77CR	
		G/L ACCOUNT						102.77		
	001	5-465-2-65080		POSTAGE/SHIPPING			10.56	UPS CHARGES		
	630	5-820-2-65080		POSTAGE/SHIPPING			22.26	UPS CHARGES		
	610	5-815-2-65080		POSTAGE/SHIPPING			69.95	UPS CHARGES		
				REG. CHECK				102.77	102.77CR	0.00
								102.77	0.00	

01-1076 D & R PEST CONTROL

I 40901		PEST CONTROL	AP		R	4/07/2018		45.00	45.00CR	
		G/L ACCOUNT						45.00		
	001	5-465-2-63100		BUILDING MAINTENANCE & REPAIR			45.00	PEST CONTROL		
I 41907		PEST CONTROL	AP		R	4/07/2018		35.00	35.00CR	
		G/L ACCOUNT						35.00		
	001	5-650-2-63100		BUILDING MAINTENANCE & REPAIR			35.00	PEST CONTROL		
I 41908		PEST CONTROL	AP		R	4/07/2018		31.03	31.03CR	
		G/L ACCOUNT						31.03		
	630	5-821-2-63100		BUILDING MAINTENANCE & REPAIR			31.03	PEST CONTROL		
I 41909		PEST CONTROL	AP		R	4/07/2018		25.00	25.00CR	
		G/L ACCOUNT						25.00		
	001	5-150-2-63100		BUILDING MAINTENANCE & REPAIR			25.00	PEST CONTROL		
I 41910		PEST CONTROL	AP		R	4/07/2018		25.00	25.00CR	
		G/L ACCOUNT						25.00		
	001	5-160-2-63100		BUILDING MAINTENANCE & REPAIR			25.00	PEST CONTROL		
I 42015		PEST CONTROL	AP		R	4/07/2018		45.00	45.00CR	
		G/L ACCOUNT						45.00		
	001	5-465-2-63100		BUILDING MAINTENANCE & REPAIR			45.00	PEST CONTROL		
I 42103		PEST CONTROL	AP		R	4/07/2018		29.96	29.96CR	
		G/L ACCOUNT						29.96		
	630	5-821-2-63100		BUILDING MAINTENANCE & REPAIR			29.96	PEST CONTROL		
				REG. CHECK				235.99	235.99CR	0.00
								235.99	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-0965 FAMILY FOODS

I 63		MEETING SUPPLIES	AP		R	4/07/2018		23.90	23.90CR	
		G/L ACCOUNT						23.90		
	001 5-525-2-65980	MISCELLANEOUS					23.90	MEETING SUPPLIES		
								REG. CHECK		
								23.90	23.90CR	0.00
								23.90	0.00	

01-0974 FASTENAL COMPANY

I IADEW45168		SMALL TOOLS	AP		R	4/07/2018		135.88	135.88CR	
		G/L ACCOUNT						135.88		
	640 5-825-2-65053	SMALL TOOLS					135.88	SMALL TOOLS		
								REG. CHECK		
								135.88	135.88CR	0.00
								135.88	0.00	

01-0983 FELD FIRE

I 0323804		SMALL TOOLS	AP		R	4/07/2018		326.00	326.00CR	
		G/L ACCOUNT						326.00		
	001 5-150-2-65053	SMALL TOOLS					326.00	SMALL TOOLS		
I 0324997		SMALL TOOLS	AP		R	4/07/2018		270.00	270.00CR	
		G/L ACCOUNT						270.00		
	001 5-150-2-65053	SMALL TOOLS					270.00	SMALL TOOLS		
								REG. CHECK		
								596.00	596.00CR	0.00
								596.00	0.00	

01-1051 FRIENDS OF THE ANIMALS

I 030418		1 DOG	AP		R	4/07/2018		75.00	75.00CR	
		G/L ACCOUNT						75.00		
	001 5-190-2-64910	CONTRACT SERVICES					75.00	1 DOG		
								REG. CHECK		
								75.00	75.00CR	0.00
								75.00	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-1055 G & K SERVICES

I 21542		UNIFORMS	AP		R	4/08/2018		63.84	63.84CR	
		G/L ACCOUNT						63.84		
	670	5-840-2-64350	UNIFORMS/EQUIPMENT				8.25	UNIFORMS		
	600	5-810-2-64350	UNIFORMS/EQUIPMENT				7.64	UNIFORMS		
	001	5-210-2-64350	UNIFORMS/EQUIPMENT				32.22	UNIFORMS		
	810	5-899-2-64350	UNIFORMS/EQUIPMENT				8.04	UNIFORMS		
	001	5-299-2-64350	UNIFORMS/EQUIPMENT				7.69	UNIFORMS		
I 21543		SHOP TOWELS	AP		R	4/08/2018		29.97	29.97CR	
		G/L ACCOUNT						29.97		
	810	5-899-2-65070	OPERATING SUPPLIES				29.97	SHOP TOWELS		
I 23670		UNIFORMS	AP		R	4/08/2018		63.84	63.84CR	
		G/L ACCOUNT						63.84		
	670	5-840-2-64350	UNIFORMS/EQUIPMENT				8.25	UNIFORMS		
	600	5-810-2-64350	UNIFORMS/EQUIPMENT				7.64	UNIFORMS		
	001	5-210-2-64350	UNIFORMS/EQUIPMENT				32.22	UNIFORMS		
	810	5-899-2-64350	UNIFORMS/EQUIPMENT				8.04	UNIFORMS		
	001	5-299-2-64350	UNIFORMS/EQUIPMENT				7.69	UNIFORMS		
			REG. CHECK					157.65	157.65CR	0.00
								157.65	0.00	

01-1115 H & H AUTO

I 36384		TIRE REPAIR #52	AP		R	4/08/2018		15.00	15.00CR	
		G/L ACCOUNT						15.00		
	810	5-899-2-63323	TIRE REPAIR				15.00	TIRE REPAIR #52		
I 36405		MOUNT, BALANCE, DISPOSAL #5 AP			R	4/08/2018		80.00	80.00CR	
		G/L ACCOUNT						80.00		
	810	5-899-2-63322	TIRES				80.00	MOUNT, BALANCE, DISPOSAL #51		
			REG. CHECK					95.00	95.00CR	0.00
								95.00	0.00	

01-1133 HBK ENGINEERING LLC

I 55753		AQUATIC CENTER SERVICES	AP		R	3/08/2018		6,468.25	6,468.25CR	
		G/L ACCOUNT						6,468.25		
	315	5-776-2-64070	ENGINEERING				6,468.25	AQUATIC CENTER SERVICES		
			REG. CHECK					6,468.25	6,468.25CR	0.00
								6,468.25	0.00	

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VENDOR SEQUENCE

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

01-1131	HD CLINE CO.									
I	T130610	REPAIR PARTS #18	AP		R	3/09/2018		55.35	55.35CR	
		G/L ACCOUNT						55.35		
	810	5-899-2-63321	REPAIR PARTS					55.35	REPAIR PARTS #18	
								55.35	REG. CHECK	0.00
								55.35	55.35CR	0.00
								55.35	0.00	

01-1289 INTEGRATED TECHNOLOGY PARTN

I	108814	INSTALL WIRELESS COMMUNICAT AP			R	3/08/2018		812.31	812.31CR	
		G/L ACCOUNT						812.31		
	630	5-821-2-64190	TECHNOLOGY					812.31	INSTALL WIRELESS COMMUNICATION	
I	108863	MONTHLY MAINTENANCE CHARGES AP			R	3/08/2018		2,520.00	2,520.00CR	
		G/L ACCOUNT						2,520.00		
	001	5-110-2-64190	TECHNOLOGY					770.00	07/15 Managed network srvcs	
	001	5-150-2-64190	TECHNOLOGY					140.00	07/15 Managed network srvcs	
	001	5-160-2-64190	TECHNOLOGY					140.00	07/15 Managed network srvcs	
	001	5-465-2-64190	TECHNOLOGY					140.00	07/15 Managed network srvcs	
	001	5-525-2-64190	TECHNOLOGY					70.00	07/15 Managed network srvcs	
	630	5-820-2-64190	TECHNOLOGY					350.00	07/15 Managed network srvcs	
	640	5-825-2-64190	TECHNOLOGY					140.00	07/15 Managed network srvcs	
	810	5-899-2-64190	TECHNOLOGY					210.00	07/15 Managed network srvcs	
	835	5-899-2-64190	TECHNOLOGY					560.00	07/15 Managed network srvcs	
I	108898	DATTO SERVICES	AP		R	3/08/2018		427.70	427.70CR	
		G/L ACCOUNT						427.70		
	835	5-899-2-64190	TECHNOLOGY					427.70	DATTO SERVICES	
								3,760.01	REG. CHECK	0.00
								3,760.01	3,760.01CR	0.00
								3,760.01	0.00	

01-1270 IOWA ASSOCIATION OF

I	16397	DUES & RESEARCH ASSESSMENT AP			R	4/07/2018		7,935.00	7,935.00CR	
		G/L ACCOUNT						7,935.00		
	630	5-820-1-62100	DUES/FEES					4,855.00	DUES & RESEARCH ASSESSMENT	
	640	5-825-1-62100	DUES/FEES					3,080.00	DUES & RESEARCH ASSESSMENT	
I	16852	EIA-861 REPORT	AP		R	4/07/2018		150.00	150.00CR	
		G/L ACCOUNT						150.00		
	630	5-820-2-64970	REBATES					150.00	EIA-861 REPORT	
I	16917	EIASSO DUES MARCH - MAY	AP		R	4/07/2018		736.52	736.52CR	
		G/L ACCOUNT						736.52		
	001	5-299-2-65100	SAFETY					346.16	EIASSO DUES MARCH - MAY	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
		630 5-820-2-65100						294.61	EIASSO DUES MARCH - MAY	
		640 5-825-2-65100						95.75	EIASSO DUES MARCH - MAY	
I 16998		TRAINING	AP		R	4/07/2018		190.00	190.00CR	
		G/L ACCOUNT						190.00		
		640 5-825-1-62300						190.00	TRAINING	
								9,011.52	9,011.52CR	0.00
								9,011.52	0.00	

01-1306 IOWA DEPARTMENT OF PUBLIC H

I 2018DPH		POOL REGISTRATION RENEWAL	AP		R	4/07/2018		175.00	175.00CR	
		G/L ACCOUNT						175.00		
		001 5-465-2-64820						175.00	POOL REGISTRATION RENEWAL	
								175.00	175.00CR	0.00
								175.00	0.00	

01-1337 IOWA EMERGENCY MEDICAL SERV

I 102470		CONFERENCE BRAD & MOLLY	AP		R	3/09/2018		750.00	750.00CR	
		G/L ACCOUNT						750.00		
		001 5-160-1-62300						750.00	CONFERENCE BRAD & MOLLY	
								750.00	750.00CR	0.00
								750.00	0.00	

01-1426 JOHNSON COUNTY AMBULANCE SE

I 012118JCA		ALS INTERCEPT	AP		R	4/08/2018		200.00	200.00CR	
		G/L ACCOUNT						200.00		
		001 5-160-2-64130						200.00	ALS INTERCEPT	
I 012118JCA-2		ALS INTERCEPT	AP		R	4/08/2018		200.00	200.00CR	
		G/L ACCOUNT						200.00		
		001 5-160-2-64130						200.00	ALS INTERCEPT	
								400.00	400.00CR	0.00
								400.00	0.00	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-1470 KIRKWOOD COMMUNITY COLLEGE

I 030118KCC		2018 EMS CEH ANNUAL FEE	AP		R	4/07/2018		166.00	166.00CR	
		G/L ACCOUNT						166.00		
	001 5-160-1-62100	DUES/FEES					166.00	2018 EMS CEH ANNUAL FEE		
				REG. CHECK				166.00	166.00CR	0.00
								166.00	0.00	

01-1500 KUNDE OUTDOOR EQUIPMENT

I 12174		OPERATING SUPPLIES	AP		R	4/08/2018		78.95	78.95CR	
		G/L ACCOUNT						78.95		
	001 5-221-2-65070	OPERATING SUPPLIES					78.95	OPERATING SUPPLIES		
I 12442		OPERATING SUPPLIES	AP		R	4/08/2018		63.80	63.80CR	
		G/L ACCOUNT						63.80		
	001 5-221-2-65070	OPERATING SUPPLIES					63.80	OPERATING SUPPLIES		
I 8615		OPERATING SUPPLIES	AP		R	4/08/2018		178.11	178.11CR	
		G/L ACCOUNT						178.11		
	001 5-221-2-65070	OPERATING SUPPLIES					178.11	OPERATING SUPPLIES		
				REG. CHECK				320.86	320.86CR	0.00
								320.86	0.00	

01-1516 LATHAM & ASSOCIATES INC

I 13248		UNDERGROUND PROJECTS	AP		R	3/08/2018		2,608.35	2,608.35CR	
		G/L ACCOUNT						2,608.35		
	630 5-820-2-64070	ENGINEERING					2,608.35	UNDERGROUND PROJECTS		
				REG. CHECK				2,608.35	2,608.35CR	0.00
								2,608.35	0.00	

01-1528 LAWSON PRODUCTS INC

I 9305		OPERATING SUPPLIES	AP		R	4/08/2018		57.64	57.64CR	
		G/L ACCOUNT						57.64		
	810 5-899-2-65070	OPERATING SUPPLIES					57.64	OPERATING SUPPLIES		
				REG. CHECK				57.64	57.64CR	0.00
								57.64	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-1536 LIBERTY COMMUNICATIONS

I 0318LC		SMART DOOR	AP		R	3/08/2018		25.85	25.85CR	
		G/L ACCOUNT						25.85		
		001 5-160-2-64190	TECHNOLOGY				25.85	SMART DOOR		
								REG. CHECK		
								25.85	25.85CR	0.00
								25.85	0.00	

01-1640 MC CLURE ENGINEERING COMPAN

I 18251		AIRFIELD PAVEMENT MAINTENAN AP			R	3/08/2018		1,922.00	1,922.00CR	
		G/L ACCOUNT						1,922.00		
		660 5-835-2-64070	ENGINEERING				1,922.00	AIRFIELD PAVEMENT MAINTENANCE		
								REG. CHECK		
								1,922.00	1,922.00CR	0.00
								1,922.00	0.00	

01-1728 MIDWEST BREATHING AIR LLC

I 21884		NFPA QUARTERLY AIR TEST	AP		R	4/07/2018		360.38	360.38CR	
		G/L ACCOUNT						360.38		
		001 5-150-2-63500	OPERATIONAL EQUIPT MAINT & REP				360.38	NFPA QUARTERLY AIR TEST		
								REG. CHECK		
								360.38	360.38CR	0.00
								360.38	0.00	

01-1734 MIDWEST SAFETY COUNSELORS I

I 0053263		CALIBRATION	AP		R	3/09/2018		90.00	90.00CR	
		G/L ACCOUNT						90.00		
		001 5-290-2-63500	OPERATIONAL EQUIPT MAINT & REP				90.00	CALIBRATION		
								REG. CHECK		
								90.00	90.00CR	0.00
								90.00	0.00	

01-1731 MIDWEST WHEEL COMPANIES

C 1119659-00		REPAIR PARTS #184	AP		R	3/09/2018		144.00CR	144.00	
		G/L ACCOUNT						144.00CR		
		810 5-899-2-63321	REPAIR PARTS				144.00CR	REPAIR PARTS #184		
I 1102313-00		REPAIR PARTS #184	AP		R	4/08/2018		505.08	505.08CR	
		G/L ACCOUNT						505.08		
		810 5-899-2-63321	REPAIR PARTS				505.08	REPAIR PARTS #184		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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				REG. CHECK				361.08	361.08CR	0.00
								361.08	0.00	

01-1 MINNESOTA MUNICIPAL

I 50869		GEN SCHOOL	AP		R	3/08/2018		690.00	690.00CR	
		G/L ACCOUNT						690.00		
	630 5-821-1-62300	TRAINING					690.00	MINNESOTA MUNICIPAL: GEN SCHOOL		
				REG. CHECK				690.00	690.00CR	0.00
								690.00	0.00	

01-1748 MITCHELL 1

I 18		WEB BASED SUBSCRIPTIONS	AP		R	3/08/2018		245.36	245.36CR	
		G/L ACCOUNT						245.36		
	810 5-899-2-65065	COMPUTER SUPPLIES					245.36	WEB BASED SUBSCRIPTIONS		
				REG. CHECK				245.36	245.36CR	0.00
								245.36	0.00	

01-1832 MUNICIPAL SUPPLY INC

I 0684658		WATER METER SUPPLIES	AP		R	3/08/2018		5,857.00	5,857.00CR	
		G/L ACCOUNT						5,857.00		
	600 5-810-2-65300	METERS					5,857.00	WATER METER SUPPLIES		
				REG. CHECK				5,857.00	5,857.00CR	0.00
								5,857.00	0.00	

01-1280 NMDG

I 171		L & R FUND ASSESSMENT	AP		R	4/07/2018		1,522.98	1,522.98CR	
		G/L ACCOUNT						1,522.98		
	640 5-825-1-62100	DUES/FEES					1,522.98	L & R FUND ASSESSMENT		
				REG. CHECK				1,522.98	1,522.98CR	0.00
								1,522.98	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 56230558		SECURITY LIGHT SUPPLIES	AP		R	3/09/2018		474.22	474.22CR	
		G/L ACCOUNT						474.22		
	630 5-820-2-65303	STREET LIGHTS					474.22	SECURITY LIGHT SUPPLIES		
				REG. CHECK				1,338.24	1,338.24CR	0.00
								1,338.24	0.00	

01-2057 PRAXAIR DISTRIBUTION INC

I 81481822		OXYGEN	AP		R	4/08/2018		46.85	46.85CR	
		G/L ACCOUNT						46.85		
	001 5-160-2-65070	OPERATING SUPPLIES					46.85	OXYGEN		
				REG. CHECK				46.85	46.85CR	0.00
								46.85	0.00	

01-2064 QUAD CITY TESTING LABORATOR

I 5944-2		VESSELS REMAINING LIFE CALC	AP		R	4/08/2018		708.00	708.00CR	
		G/L ACCOUNT						708.00		
	630 5-821-2-63500	OPERATIONAL EQUIPT MAINT & REP					708.00	VESSELS REMAINING LIFE CALC		
				REG. CHECK				708.00	708.00CR	0.00
								708.00	0.00	

01-2102 RC SYSTEMS INC

I 17565		ANNUAL SOFTWARE SUPPORT RNW	AP		R	3/09/2018		1,350.00	1,350.00CR	
		G/L ACCOUNT						1,350.00		
	001 5-465-3-67272	SOFTWARE					1,350.00	ANNUAL SOFTWARE SUPPORT RNWL		
				REG. CHECK				1,350.00	1,350.00CR	0.00
								1,350.00	0.00	

01-2165 SANDRY FIRE SUPPLY LLC

I 150387		SMALL TOOLS	AP		R	3/09/2018		260.00	260.00CR	
		G/L ACCOUNT						260.00		
	001 5-150-2-65053	SMALL TOOLS					260.00	SMALL TOOLS		
I 150469		SMALL TOOLS	AP		R	3/09/2018		142.61	142.61CR	
		G/L ACCOUNT						142.61		
	001 5-150-2-65053	SMALL TOOLS					142.61	SMALL TOOLS		

PACKET: 02697 Council Mtg 031218

VENDOR SET: 01

VENDOR SEQUENCE

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

01-2260	STUART C IRBY CO									
I	S010538945.003	SERVICE LINES SUPPLIES	AP		R	3/09/2018		463.90	463.90CR	
		G/L ACCOUNT						463.90		
	640 5-825-2-65307	SERVICE LINES					463.90	SERVICE LINES SUPPLIES		
I	S010633127.001	SAFETY SUPPLIES	AP		R	3/09/2018		51.68	51.68CR	
		G/L ACCOUNT						51.68		
	630 5-820-2-65100	SAFETY					51.68	SAFETY SUPPLIES		
I	S010638189.001	SAFETY SUPPLIES	AP		R	3/09/2018		245.78	245.78CR	
		G/L ACCOUNT						245.78		
	630 5-820-2-65100	SAFETY					245.78	SAFETY SUPPLIES		
		REG. CHECK						761.36	761.36CR	0.00
								761.36	0.00	

01-2319	SUMMIT COMPANIES									
I	1246346	ANNUAL FIRE EXT SERVICE	AP		R	3/09/2018		130.00	130.00CR	
		G/L ACCOUNT						130.00		
	600 5-810-2-63500	OPERATIONAL EQUIPT MAINT & REP					130.00	ANNUAL FIRE EXT SERVICE		
I	1246347	ANNUAL FIRE EXT SERVICE	AP		R	3/09/2018		402.00	402.00CR	
		G/L ACCOUNT						402.00		
	810 5-899-2-63500	OPERATIONAL EQUIPT MAINT & REP					402.00	ANNUAL FIRE EXT SERVICE		
I	1246348	ANNUAL FIRE EXT SERVICE	AP		R	3/09/2018		190.50	190.50CR	
		G/L ACCOUNT						190.50		
	001 5-465-2-63500	OPERATIONAL EQUIPT MAINT & REP					190.50	ANNUAL FIRE EXT SERVICE		
I	1246367	ANNUAL FIRE EXT SERVICE	AP		R	3/09/2018		62.00	62.00CR	
		G/L ACCOUNT						62.00		
	001 5-650-2-63500	OPERATIONAL EQUIPT MAINT & REP					62.00	ANNUAL FIRE EXT SERVICE		
I	1246371	ANNUAL FIRE EXT SERVICE	AP		R	3/09/2018		16.00	16.00CR	
		G/L ACCOUNT						16.00		
	001 5-410-2-63500	OPERATIONAL EQUIPT MAINT & REP					16.00	ANNUAL FIRE EXT SERVICE		
I	1246372	ANNUAL FIRE EXT SERVICE	AP		R	3/09/2018		202.50	202.50CR	
		G/L ACCOUNT						202.50		
	001 5-650-2-63500	OPERATIONAL EQUIPT MAINT & REP					25.00	ANNUAL FIRE EXT SERVICE		
	001 5-110-2-63500	OPERATIONAL EQUIPT MAINT & REP					177.50	ANNUAL FIRE EXT SERVICE		
I	1246376	ANNUAL FIRE EXT SERVICE	AP		R	3/09/2018		235.82	235.82CR	
		G/L ACCOUNT						235.82		
	630 5-821-2-63500	OPERATIONAL EQUIPT MAINT & REP					235.82	ANNUAL FIRE EXT SERVICE		

PACKET: 02697 Council Mtg 031218

VENDOR SET: 01

VENDOR SEQUENCE

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

I 1246379		ANNUAL FIRE EXT SERVICE	AP		R	3/09/2018		321.00	321.00CR	
		G/L ACCOUNT						321.00		
	001 5-160-2-63500	OPERATIONAL EQUIPT MAINT & REP				25.00		ANNUAL FIRE EXT SERVICE		
	660 5-835-2-63500	OPERATIONAL EQUIPT MAINT & REP				296.00		ANNUAL FIRE EXT SERVICE		
I 1246822		ANNUAL FIRE EXT SERVICE	AP		R	3/09/2018		247.00	247.00CR	
		G/L ACCOUNT						247.00		
	001 5-160-2-63500	OPERATIONAL EQUIPT MAINT & REP				247.00		ANNUAL FIRE EXT SERVICE		
		REG. CHECK						1,806.82	1,806.82CR	0.00
								1,806.82	0.00	

01-2317	T & M CLOTHING CO.									
I 1983		9 JACKETS	AP		R	4/08/2018		550.00	550.00CR	
		G/L ACCOUNT						550.00		
	001 5-150-2-64350	UNIFORMS/EQUIPMENT				550.00		9 JACKETS		
		REG. CHECK						550.00	550.00CR	0.00
								550.00	0.00	

01-2352	THOMPSON TRUCK & TRAILER									
I R101029509:01		REPAIR PARTS #30	AP		R	3/09/2018		1,419.75	1,419.75CR	
		G/L ACCOUNT						1,419.75		
	810 5-899-2-63321	REPAIR PARTS				1,419.75		REPAIR PARTS #30		
I X101073395:01		STOCK PARTS	AP		R	3/09/2018		112.14	112.14CR	
		G/L ACCOUNT						112.14		
	810 5-899-2-63324	STOCK-REPAIR PARTS				112.14		STOCK PARTS		
		REG. CHECK						1,531.89	1,531.89CR	0.00
								1,531.89	0.00	

01-2400	TIPTON CONSERVATIVE									
I 201803095835		MINUTES, NOTICE, ORDINANCE, FA AP			R	4/08/2018		844.94	844.94CR	
		G/L ACCOUNT						844.94		
	835 5-899-2-64020	ADVERTISING				21.81		MINUTES, NOTICE, ORDINANCE, FAC		
	835 5-899-2-64140	PRINTING & PUBLISHING				426.12		MINUTES, NOTICE, ORDINANCE, FAC		
	001 5-465-2-64020	ADVERTISING				300.00		MINUTES, NOTICE, ORDINANCE, FAC		
	001 5-525-2-65980	MISCELLANEOUS				97.01		MINUTES, NOTICE, ORDINANCE, FAC		
		REG. CHECK						844.94	844.94CR	0.00
								844.94	0.00	

PACKET: 02697 Council Mtg 031218

VENDOR SET: 01

VENDOR SEQUENCE

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

01-2700	XEROX CORPORATION									
I	092388646	BASE AND COPIES	AP		R	4/08/2018		1,965.48	1,965.48CR	
		G/L ACCOUNT						1,965.48		
		835 5-899-2-64151	COMMERCIAL EQPT RENTAL & LEASE				1,965.48	BASE AND COPIES		
			REG. CHECK					1,965.48	1,965.48CR	0.00
								1,965.48	0.00	

PACKET: 02697 Council Mtg 031218

VENDOR SET: 01

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

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
001	GENERAL GOVERNMENT	14,618.83CR
315	JKFAC CP	6,468.25CR
600	WATER OPERATING	6,368.84CR
610	WASTEWATER/AKA SEWER REVE	251.83CR
630	ELECTRIC OPERATING	13,464.59CR
640	GAS OPERATING	5,943.80CR
660	AIRPORT OPERATING	2,751.20CR
670	GARBAGE COLLECTION	2,888.37CR
810	CENTRAL GARAGE	6,975.77CR
835	ADMINISTRATIVE SERVICES	3,674.79CR
** TOTALS **		63,406.27CR

----- 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		63,406.27	63,406.27CR	0.00
		63,406.27	0.00	
EFT		0.00	0.00	0.00
		0.00	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS		63,406.27	63,406.27CR	0.00
		63,406.27	0.00	

TOTAL CHECKS TO PRINT: 63

=====

ERRORS: 0 WARNINGS: 0

RESOLUTION NO. 031218A

**RESOLUTION APPROVING THE CITY OF TIPTON FISCAL YEAR 2018-2019
ANNUAL BUDGET**

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tipton, Iowa, that effective upon receipt of this Resolution by the State of Iowa Department of Management and the Cedar County Auditor, that the fiscal year 2018-2019 annual budget for the City of Tipton be approved.

PASSED AND APPROVED this 12th day of March 2018.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

General Fund Transfer Revenue Total - \$678,448

Ambulance Operating	16,780	Sewer/Wastewater	39,650
LOST	71,000	Water	41,600
Communications/Local Access	25,000	Storm Water	6,708
Gas	131,992	Garbage	34,628
Electric	255,903	Special Revenue/Emergency Levy	30,377
		Road Use Tax	24,810

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution 031218A which was passed by the Tipton City Council this 12th day of March 2018.

Amy Lenz, City Clerk

16-141

Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2018 - ENDING JUNE 30, 2019

Resolution No.: 031218A

The City of: TIPTON

County Name: CEDAR

Date Budget Adopted: 3/12/2018

The below signer certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages. Attached is Long Term Debt Schedule Form 703 which lists any and all the debt service obligations of the City.

563-285-6187

County Auditor Date Stamp



January 1, 2017 Property Valuations

Table with 4 columns: Regular, DEBT SERVICE, Ag Land, and Last Official Census. Values include 112,508,047, 111,081,411, 118,868,922, 117,442,286, and 3.221.

TAXES LEVIED

Main table with columns: Code Sec., Dollar Limit, Purpose, (A) Request with Utility Replacement, (B) Property Taxes Levied, (C) Rate. Includes sections for Regular General Levies, Special Revenue Levies, and Property Taxes.

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

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

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 6211) was lawfully published, or posted if applicable, and notarized. Proof was evidenced.
2) Budget hearing notices were published or posted not less than 10 days nor more than 20 days, prior to the budget hearing.
3) Adopted property taxes do not exceed published or posted amounts.
4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas or in total.
5) Number of the resolution adopting the budget has been included at the top of this form.
6) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.
7) The long term debt schedule (Form 703) shows sufficient payment amounts to pay the G.O. debt certified by the city to this office.

(County Auditor)

RESOLUTION NO. 031218B

RESOLUTION ACCEPTING THE FISCAL YEAR 16/17 ANNUAL AUDIT

WHEREAS, annually the City of Tipton is required by Iowa Code to conduct an audit by an independent accounting firm; and

WHEREAS, Clifton Larson Allen LLP has prepared the FY 16/17 audit; and

WHEREAS, the City Council of the City of Tipton has reviewed the audit report for FY 16/17 as presented by Clifton Larson Allen LLP; and

WHEREAS, the City Council of the City of Tipton accepts the audit for FY 16/17.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tipton, Iowa, that the audit report for fiscal year 16/17 for the City of Tipton, Iowa, on file in the Finance Director's office and the Tipton Public Library, is hereby accepted and approved.

Passed and approved this 12th day of March 2018.

Bryan Carney, Mayor

ATTEST: _____
Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution 031218B which was passed by the Tipton City Council this 12th day of March 2018.

Amy Lenz, City Clerk

RESOLUTION 031218C

RESOLUTION ACCEPTING BID FROM BWC EXCAVATING FOR THE LEMON STREET
RECONSTRUCTION PROJECT IN THE AMOUNT OF \$807,588.50

WHEREAS, the Tipton City Council has taken competitive bids for the Lemon Street Reconstruction Project with the main goal of correcting a "bottle neck" in the underlying storm water main; and,

WHEREAS, McClure Engineering's cost estimate for the project was \$815,000 (construction-only, not including contingencies and engineering costs;) and

WHEREAS, the bids were reviewed by McClure Engineering which resulted in McClure's recommendation to select BWC Excavating (Solon, IA) as the successful low bidder along with accepting the Project's Alternate #1 (Portland Cement Concrete.)

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Tipton does hereby accept the bid from BWC Excavating for the Lemon Street Reconstruction Project in the amount of \$807,588.50.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are authorized to execute all contract documents and other documents related to this Project.

PASSED AND APPROVED this 12th day of March 2018.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution 031218C, which was passed by the Tipton City Council this 12th day of March 2018.

Amy Lenz, City Clerk



1740 Lininger Lane
North Liberty, IA 52317
P 319.626.9090
F 319.626.9095

www.mecresults.com

NORTHWEST IOWA | DES MOINES METRO | EASTERN IOWA | SIOUXLAND | SOUTHWEST IOWA | CENTRAL MISSOURI | ST. LOUIS METRO

February 15, 2018

Mr. Bryan Carney, Mayor and City Council
City of Tipton
407 Lynn Street
Tipton, Iowa 52772

RE: **Letter of Recommendation and Award**
LEMON STREET RECONSTRUCTION PROJECT
MEC PROJECT NO. 3315001-04

Dear Mayor and Council,

McClure Engineering Company has reviewed the bids received February 15, 2018, for the Lemon Street Reconstruction Project. The lowest, responsive, responsible Bidder on this project is BWC Excavating, LC of Solon, Iowa.

BWC had the lowest Base Bid of \$610,955.50, the lowest Base Bid + PCC Alternate 1 (\$196,593.00), and the lowest Base Bid + HMA Alternate 2 (\$181,867.50). The cost difference between Bid Alternate 1 and Bid Alternate 2 is \$14,725.50. It is our recommendation that given the marginal increase in cost over the potential lifecycle valuations of pavement types, accepting the PCC Alternate provides the City the best long-term value.

We therefore recommend the City Council of Tipton, Iowa, award the contract for "Lemon Street Reconstruction Project, Tipton, Iowa, MEC Project No. 3315001-04" to the lowest responsive, responsible Bidder, BWC Excavating, LC of Solon, Iowa, for the TOTAL UNIT PRICE BID cost of eight hundred and seven thousand, five hundred and eighty eight dollars and fifty cents (\$807,588.50), including the Base Bid and PCC Pavement Bid Alternate 1.

Sincerely,

McCLURE ENGINEERING COMPANY

A handwritten signature in black ink that reads "Kurt Mester".

Kurt Mester, P.E., ENV SP
Transportation Project Manager

Encl.: Bid Tabulation: LEMON STREET RECONSTRUCTION PROJECT

**SUMMARY OF BIDS RECEIVED FOR
LEMON STREET RECONSTRUCTION PROJECT
TIPTON, IOWA**

**DESIGNED BY: MCCLURE ENGINEERING COMPANY
BIDS RECEIVED ON FEBRUARY 15, 2018 @ 10:00 A.M.**

#	Contractor	City, State	Bid Bond?	Acknowledges Addendum 1	Total Base Bid Amount	Alternate Bid Item 1	Alternate Bid Item 2
1	BWC Excavating	Solon, Iowa	X	X	\$610,995.50	\$196,593.00	\$181,867.50
2	Triple B Construction Corp.	Wilton, Iowa	X	X	\$712,821.00	\$160,283.00	\$167,825.00
3	Dave Schmitt Construction	Cedar Rapids, Iowa	X	X	\$674,061.80	\$179,883.70	\$144,875.75
4	Calacci Construction	Iowa City, Iowa	X	X	\$739,140.50	\$193,832.25	\$149,900.00
5	Langman Construction	Rock Island, IL	X	X	\$763,774.50	\$186,918.10	\$156,986.80
6							
7							
8							
9							
10							

Engineer's Opinion of Anticipated Construction Costs:

\$815,000.00

**AMENDMENT NO. 2
TO THE
AGREEMENT FOR ENGINEERING SERVICES
2016 SANITARY COLLECTION & TREATMENT SYSTEM EVALUATION
TIPTON, IOWA**

This Amendment is made on the _____ day of _____, 2018, and shall amend the original Agreement dated March 14, 2016 by and between *McClure Engineering Company, of Clive, IA* (herein referred to as "Engineer") and the *City of Tipton, Iowa* (hereinafter referred to as "Owner"). Services shall be performed per the fees, terms and conditions outlined in this Amendment. The Engineer shall provide services for the Project which consists of the services listed on Exhibit 'B'.

It is the intent of the Owner to revise the previous Agreement to include additional scope and fees for Engineering Services related to administration and coordination of the NanO₂ Pilot Study at the East Wastewater Treatment Plant and incorporation of the findings from the study into the Anti-Degradation Alternatives Analysis, Facility Plan, and Nutrient Reduction Strategy Feasibility Study.

This Amendment authorizes the Engineer and establishes fees for the phases stated below. The scope of services is further described in Exhibit 'B'.

Payment to the Engineer shall be made on a monthly-basis, within 30 days of invoice for work completed to date.

3. Fee Schedule:

PART 4: NanO₂ Pilot Study

A. Pilot Study Administration and Coordination	LS (Fixed Fee)	\$ <u>10,500</u>
Total Fee Part 4:		\$ <u>10,500</u>

LS – Lump Sum

Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the Owner fails to make monthly payments due the Engineer, the Engineer may, after giving (7) days written notice to the Owner, suspend services under this Agreement.

This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Amendment may be amended only by written instrument signed by both the Owner and the Engineer.

SPECIAL INSTRUCTIONS:

In Witness Whereof, the parties hereto have made and executed this Amendment as of the day and year first above written.

OWNER: CITY OF TIPTON, IA

**ENGINEER: MCCLURE ENGINEERING COMPANY
NORTH LIBERTY, IA**

Signed: _____

Signed:  _____
Alex Potter, P.E.

Title: _____

Title: Project Manager _____

Phone: _____

Phone: 319.626.9090 _____

Email: _____

Email: apotter@mecresults.com _____

McCLURE ENGINEERING COMPANY STANDARD TERMS AND CONDITIONS

ACCESS TO SITE: The Engineer shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The Engineer shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Engineer does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Engineer harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Engineer.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the Engineer's work by the Owner, the Engineer shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The Engineer will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by Engineer in doing work on the project, shall remain the property of the Engineer. The documents prepared by the Engineer for this Project are for use solely with respect to this Project. The Engineer's Drawings, Specifications and other documents shall not be used by the Owner on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the Engineer.

OPINIONS OF PROBABLE COSTS: It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the Engineer.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Engineer, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Engineer in the event the Project is permanently abandoned.

Failure of the Owner to make payments to the Engineer in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to make payment when due the Engineer for services, the Engineer may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

CONTRACTOR MATTERS: The Engineer has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the Engineer shall not be responsible for or assume liability for the same.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Engineer or its subcontractors. Unfortunately, the information the Engineer must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the Owner agrees to indemnify and hold harmless the Engineer for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Engineer under this Agreement.

SHOP DRAWING REVIEW: If, as part of this Agreement Engineer reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by Engineer, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, Engineer is providing construction observation services, Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the Owner has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

HAZARDOUS MATERIALS – INDEMNIFICATION: The Engineer is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Engineer makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

LIMITATION OF LIABILITY: The Engineer's liability shall be limited to \$2,000,000.00 as indicated on the certificate of insurance, or as specifically agreed to by separate agreement.

WAIVERS: The Owner and the Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Engineer each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the law of the principal place of business of the Engineer.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Engineer.

Effective 6/11/13
(Supersedes 11/01/08)

EXHIBIT 'A'
McCLURE ENGINEERING COMPANY
HOURLY RATE SCHEDULE
(Effective through December 31, 2018)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Administrative	\$70.00
Client Liaison	\$180.00
Engineer I	\$100.00
Engineer II	\$130.00
Engineer III	\$160.00
Engineer IV	\$195.00
Project Manager I	\$160.00
Project Manager II	\$180.00
Principal	\$210.00
Senior Principal	\$265.00
Community Planner I	\$125.00
Community Planner II	\$150.00
Engineering Tech I	\$80.00
Engineering Tech II	\$95.00
Engineering Tech III	\$110.00
Engineering Tech IV	\$145.00
Land Surveyor I	\$120.00
Land Surveyor II	\$150.00
On-Site Representative I (OSR I)	\$95.00
On-Site Representative II (OSR II)	\$135.00
Crew Chief (CC)	\$110.00
Crew Member (CM)	\$80.00
Intern	\$65.00
Survey Crew	\$190.00
 <u>EQUIPMENT</u>	
3D Scanner per Scan	\$30.00
UAV per Flight	\$125.00
 <u>MISCELLANEOUS EXPENSES</u>	
Survey Vehicle Mileage	\$0.70/Mile
Automobile Mileage (at current IRS rate)	\$0.535/Mile
Printing	At Cost + 10%
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	At Cost + 10%
Out-of-Pocket Expenses (Meals, Hotels, etc.)	At Cost + 10%

EXHIBIT 'B'

PRELIMINARY PROJECT SCOPE

The Scope of Engineering Services for the Project are described as follows:

Part 4 – NanO₂ Pilot Study Administration and Coordination

1. Pilot Study Management
 - Prepare, Solicit, and Obtain Request for Proposals (RFPs) from Pilot Study Manufacturers
 - Administer Pilot Study on Owner's Behalf (2 Site Visits Included)
 - Correspondence with Manufacturers and Regulatory Agencies
 - Review Sampling Data on Weekly Basis
2. Incorporate findings from Pilot Study into Facility Plan Report
 - Incorporate NanO₂ alternative and pilot study results in Anti-Degradation Alternatives Analysis, Facility Plan, and Nutrient Reduction Strategy Feasibility Study as appropriate
3. Meetings with Iowa DNR (2 Meetings Anticipated)
4. Meetings with Owner, LM Technology (2 Meetings Anticipated)
5. City Council Workshop Presentation
 - Review Wastewater Treatment Plant Alternatives, including NanO₂ Treatment Alternative and Pilot Study Results

MAN-HOUR ESTIMATE
 2016 SANITARY COLLECTION & TREATMENT SYSTEM EVALUATION
 NANO2 PILOT STUDY COORDINATION AND REVIEW



Task	Principal	PMI	ENG IV	ENG III	ENG II	ENG I	ADMIN	TOTAL
Phase A: Non-O2 Pilot Study								
Pilot Study Management								0
Prepare, Submit, and Obtain Request for Proposals (RFP) from Pilot Study Manufacturers			6					0
Administer Pilot Study on Owner's Behalf (2 Site Visits Included)		8						12
Correspondence with Manufacturers and Regulatory Agencies		2						2
Review Data on Week's Basis		2	2				8	12
Incorporate Findings from Pilot Study into Facility Plan Report		8				24		32
Meetings with Iowa DNR (2 Meetings Anticipated)		4	4					8
Meetings with Owner, EM Technology (2 Meetings Anticipated)		4	4					8
City Council Workshop Presentation		4	4				2	10
Subtotal Phase A: Non-O2 Pilot Study	4	30	16	0	0	24	10	84
GRAND TOTAL Amendment #2 to Original Contract	4	30	16	0	0	24	10	84



MEMO

To: Honorable Mayor and City Council

From: Brian Brennan

Subject: Kerry Wright Request for Septic System

Date: Mar 5, 2018

Local resident and business owner, Kerry Wright has requested permission to install a septic system. Kerry purchased 1.6 acres of land from Don Lamp on the East side of East South Street. This property is across the road from the Cedar County Law Center, East of the Lynch Mini Storage, and East of the Old Winery Building. Kerry has a pole barn machine shed on the property and has submitted a building permit application to City Hall for building a home there. Kerry Wright feels that connecting to the City Sewer will be too far of a distance and too costly.

City Administrator Brian Wagner pointed me towards Chapter 95 and Chapter 98 of Tipton City Code.

95.05 states...

SEWER CONNECTION REQUIRED. The owners of any houses, buildings, or properties used for human occupancy, employment, recreation or other purposes, situated within the City and abutting on any street, alley or right-of-way in which there is now located, or may in the future be located, a public sanitary or combined sewer, are hereby required to install, at such owner's expense, suitable toilet facilities therein and a building sewer connecting such facilities directly with the proper public sewer, and to maintain the same all in accordance with the provisions of these Sanitary Sewer chapters, such compliance too be completed within ninety (90) days after date of official notice from the City to do so provided the said public sewer is located within two hundred (200) feet of the property line of such owner and is of such design as to receive and convey by gravity such sewage as may be conveyed to it. Billing for sanitary sewer service will begin the date of official notice to connect to the public sewer.

Chapter 98.02 states...

WHEN REQUIRED. *When a public sanitary sewer is not available under the provisions of Section 95.05, every building wherein persons reside, congregate or are employed shall be provided with an approved on-site wastewater treatment and disposal system* complying with the provisions of this chapter.

This writer conducted a site visit with the new owner to gain understanding of the proposed project, and to measure the distance from the property line to the nearest City Sewer. The closest distance from property line to city sewer is 247 feet which is further than the 200-foot mentioned in 95.05. For this reason, it is my recommendation that we grant Kerry Wright permission to install a septic system. It is also the responsibility of the City to ensure the septic is installed in compliance with the regulations of City Code Chapter 95, 96, and 98 as well as Iowa Administrative Code 567, Chapter 69, and Cedar County Board of Health, all of which are covered in 98.03.

If any of the Council or Mayor are opposed to the installation of this proposed septic system within the City Limits of the City of Tipton please let us know.

Respectfully submitted,

Brian Brennan
Water/Wastewater Superintendent
City of Tipton
563-886-4877

Agenda Item I-6

AGENDA INFORMATION TIPTON CITY COUNCIL COMMUNICATION

DATE:	Council meeting of March 12, 2018.
AGENDA ITEM:	Proposal from Firefighters to provide July 4 th fireworks display.
ACTION:	The Council can accept the proposal or ask for additional bids from other fireworks providers.

SYNOPSIS

We've enclosed a proposal from the Fire Department to provide for a Fireworks Display on the 4th of July.

A group of firefighters has done this in the past, but on a voluntary basis. As I understand it, the preparation and cleanup for this takes several hours, especially on July 4 itself which means that the participating fireman spend much of the holiday away from their families. Over time, this situation has made it more difficult to create enough interest in the Fire Department's membership to keep this tradition going.

If the Dept can't find enough volunteers, the City's next option is to hire a private, for-profit fireworks provider. But, before going to that, we asked if the firefighters would consider making a proposal so that the Dept could continue to provide this service.

Their proposal is for \$10,500. The budget assumes \$7,000—an amount that has been budgeted in the past.

The Dept's proposal assumes the same type of 30-minute display that was given, for example, in 2017. The related fireworks costs \$5,500.

Their proposal includes \$2,500 for equipment to assist with the display. As I understand it, that wouldn't be an annual expense. Rather, the money would replace older equipment that has become less reliable after years of use.

The major difference is the \$2,500 for labor that would be split among several contributing Department members and based on their actual hours of labor. Chief Donohoe said that he expects that the actual final bill for their hours will be less than the \$2,500 in the proposal. And, if the Council accepts their proposal, Melissa has checked with our auditor and found a method for paying the participating members.

Alternatively, the City could request proposals from other fireworks providers. We know of at least two that might do this.

Please note, however, that Melissa sent this message to me on March 8 from one of the other fireworks providers:

Agenda Item I-6

I spoke with David Bisbee (319-202-3804) and told him about the fire department presenting a proposal on the 12th to the council. He asked if they could also present a proposal at that time and I said we are going to see what the council's opinion is on Monday if they would like alternative proposals we will do that then (I took that off of the synopsis that was written up, hopefully that's ok). He told me to relay to you that on behalf of the owner at J&M display, they will guarantee that they will beat anyone's prices with a guaranteed display. That came directly from the owner and was passed down to David. David asked that we call him Tuesday to inform him how the council meeting went.

But, since the Fire Department's role in this has been more of a tradition than just a straight business deal alone, it seemed logical to consider their proposal before soliciting others.

PREPARED BY: BW

DATE PREPARED: March 9, 2018



Tipton Fire Department

Serving Since 1883

407 Lynn St., Tipton, IA 52772
Phone 563-886-6187



2018 4th of July Fireworks Bid

Materials: Includes enough fireworks and supplies for a 30 min Fireworks display.

Includes: 360/3" and 24/5" shells and several large multi shot cakes

Wire and electric match

\$5500

Also need new que stations system for firing

\$2500.00

Labor: Includes set up and clean-up of fireworks display **\$2500.00**

Total	\$10500.00
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If you have any questions please contact:

Derek Latimer

Tipton Fire Department-Captain

563-886-4748

Dereklatimer11@gmail.com

AGENDA ITEM I-7

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	3/12/2018
AGENDA ITEM:	At Large Nomination to Commission Board
ACTION:	Motion to approve, deny or table

SYNOPSIS: Kelly Thomas has agreed to serve on the Commission Board (At Large) pending the appointment by the Mayor with the approval of the City Council.

BUDGET ITEM: None

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Approve, deny or Table

ATTACHMENTS: None

PREPARED BY: Linda Beck **DATE PREPARED:** 3/6/2018

AGENDA ITEM I-8

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE: 3/12/2018

AGENDA ITEM: At Large Nomination to Commission Board

ACTION: Motion to approve, deny or table

SYNOPSIS: Kiley Phelps-Schultz has agreed to serve on the Commission Board (At Large) pending the appointment by the Mayor with the approval of the City Council.

BUDGET ITEM: None

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Approve, deny or Table

ATTACHMENTS: None

PREPARED BY: Linda Beck

DATE PREPARED: 3/8/2018

CITY OF TIPTON - CASS TOWNSHIP 2018-2019 FIRE PROTECTION AGREEMENT

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the "Providing Agency" and the Board of Trustees of CASS TOWNSHIP Cedar County, Iowa hereinafter referred to as "Township".

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection, and

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of CASS TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to provide fire protection for CASS TOWNSHIP or that portion thereof as set forth in the addendum attached to this Agreement, said protection to be provided by the Providing Agency.

2. **DURATION OF AGREEMENT.** This Agreement shall be effective from July 1, 2018 to June 30, 2019, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties.

3. **DUTIES OF PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)

4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.

5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2019, the sum of \$10607.41 which shall be for the period commencing on the July 1, 2018 and running to June 30, 2019.

6. INDENITY. The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligency of Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligency of the Township, its agents or employees.

7. INSURANCE. The Providing Agency agrees that during the term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

Combined single limit:	\$1,000,000.00
Umbrella policy:	<u>\$4,000,000.00</u>
Total	\$5,000,000.00

B. Workmen's Compensation: Including employer's liability in accordance with the Workmen's Compensation Laws of the State of Iowa.

THIS Agreement made and entered into the 22nd day of February, 2018, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON

Bryan Cay
MAYOR

Amy Lery
ATTEST

Larry L Glick
TRUSTEE/CLERK

Dil F Sen
TRUSTEE/CLERK

[Signature]
TRUSTEE/CLERK

Mary Williams
TRUSTEE/CLERK

**28E AGREEMENT BETWEEN THE CITY OF TIPTON, IOWA
AND CASS TOWNSHIP, IOWA
FOR EMERGENCY AMBULANCE SERVICES**

This 28E Agreement (“Agreement”) is made and entered by and between the City of Tipton, Iowa (the “City”), and CASS TOWNSHIP, Iowa (the “Township”), as of the date of last signature set forth below. The City and the Township are on occasion referred to in this Agreement collectively as the “Parties.”

Recitals

- A. The City of Tipton is a municipality of the State of Iowa, located in Cedar County, Iowa.
- B. Tipton Ambulance Service (“Tipton Ambulance”) is a department of the City of Tipton, Iowa, with trained volunteer personnel and modern ambulance units equipped with emergency equipment, ready, willing and able to provide emergency ambulance service within the City and beyond.
- C. The Township is political subdivision of the State of Iowa, also located in Cedar County, Iowa, and constitutes a municipality for purposes of Iowa Code §28E.32. The Township is in need of affordable emergency ambulance service in order to promote the public health, safety, and welfare, and desires to contract with Tipton Ambulance for the provision of such service.
- D. The following Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa (2015).

Agreement

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledge, the City and the Township agree as follows:

- 1. **Township Contribution.** The Township agrees to pay the City the sum of One Thousand Fourty Nine and 08/100 Dollars (1049.08) payable in two equal monthly installments of half the dollar amount on July 1, 2018 and January 1, 2019. The Township’s existing administrative apparatus and general budgets shall support the funding of this Agreement.
- 2. **Fee Schedule.** In addition, the City shall charge the rates set forth by the Tipton City Council.
- 3. **Response Area.** The City shall provide emergency ambulance service to the assigned response area, as shown on the attached Exhibit A, incorporated by this reference, 24 hours per day, 7 days per week, 365 days per year, within a reasonable response time.

4. **Staffing.** The City shall provide on each ambulance run at least one (1) ambulance attendant, who shall be certified by the State of Iowa, as an Emergency Medical Technician (“EMT”), or possess higher level of training; and one (1) duly certified driver.
5. **Information.** The City agrees to provide to the Township, at any regular meeting of the Township Trustees, any information with respect to the income, expenses, finances, or operations of Tipton Ambulance, as may from time-to-time be requested by the Township, upon reasonable notice, and further agrees to provide a representative of Tipton Ambulance to attend any such meeting to answer related questions.
6. **Administration, Equipment, and Supplies.** It shall be the sole responsibility of the City to: develop and implement fee schedules for services; and to provide dispatching services, an emergency medical services medical director, staffing, staff uniforms, staff continuing education, response vehicle fleet, vehicle maintenance, fuel, medical equipment, medical equipment maintenance, medical supplies, billing services, accounting services, and all required insurance coverage, sufficient to satisfy any applicable State or Federal requirements.
7. **Term of Agreement.** This Agreement shall take effect July 1, 2018 (the “Annual Start Date”), and shall remain in effect from year to year unless terminated by written notice from either the City or the Township to the other not less than ninety (90) days prior to the Annual Start Date.
8. **Renegotiation; Termination.** By providing not less than ninety (90) days’ written notice prior to the Annual Start Date, either the City or the Township may inform the other of its intent to renegotiate the terms of the Agreement for the following year or, failing successful renegotiation, to terminate this Agreement as of the Annual Start Date, as provided in the preceding paragraph.

9. **Notice.** All notices required under this Agreement or written communications of any kind shall be sent to the following persons:

For the City: Mayor, Tipton City Hall
507 Lynn Street
Tipton, IA 52772

Copy to: Director, Tipton Ambulance Service
507 Lynn Street
Tipton, IA 52772

For the Township: CASS TOWNSHIP Board of Trustees
Attn: Clerk
Molly Williams
604 2nd St.
Tipton, IA 52772

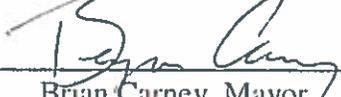
Any change in the persons so designated must be given by the party making the change to the other parties in writing and will be effective upon receipt.

10. **No Guarantee.** Nothing in this Agreement shall be construed as a guarantee of the City or Tipton Ambulance to the Township or any third-party to prevent loss of life or limb, or as a guarantee to respond to multiple simultaneously, or substantially simultaneous incidents.
11. **No Waiver.** The Parties to this Agreement do not waive any defenses, immunities, or other limitations with respect to the liability of such party, and nothing herein shall be so construed.
12. **Assignment.** Neither the City nor the Township may assign its interests under this Agreement without the written consent of the other.
13. **No Other Agreements.** This Agreement supersedes and replaces any and all prior agreements between the Parties.
14. **Entire Agreement.** This Agreement represents the entire agreement between the Parties. Any subsequent changes or modifications to the terms of this Agreement shall be in the form of a duly executed written addendum to this Agreement.
15. **Severability.** If any section, provision, of part of this Agreement is for any reason declared to be invalid or unconstitutional by a court or administrative tribunal of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.
16. **Captions.** The captions contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the provisions of this Agreement.

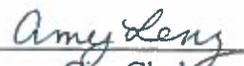
17. **Jurisdiction, Venue, and Attorney Fees.** In the event any dispute arises between the Parties, the Parties consent to the jurisdiction of the State of Iowa and the venue of Cedar County, Iowa. All disputes shall be decided according to the laws of the State of Iowa and the prevailing party shall be entitled to reasonable attorney fees.
18. **No Separate Entity.** This Agreement shall create no separate legal or administrative entity; and there shall be no joint property. All property of Tipton Ambulance Service shall remain solely the property of the City.

NOW THEREFORE, by their signatures below, the undersigned declare and certify that they have been duly authorized to approve this Agreement on behalf of their City Council or Board of Trustees, as appropriate.

CITY OF TIPTON, IOWA

By: 
 Brian Carney, Mayor

Attested by:


 City Clerk

2/22/18
 Date

CASS TOWNSHIP, IOWA

By: 
 Trustee/ Clerk

By: 
 Trustee/ Clerk

By: 
 Trustee/ Clerk

By: 
 Trustee/ Clerk

2/20/18
 Date

Please sign both copies provided and return one original copy to THE CITY OF TIPTON, 407 LYNN ST. TIPTON, IA 52772.

CITY OF TIPTON - CENTER TOWNSHIP 2018-2019 FIRE PROTECTION AGREEMENT

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the "Providing Agency" and the Board of Trustees of CENTER TOWNSHIP Cedar County, Iowa hereinafter referred to as "Township".

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection, and

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of CENTER TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. PURPOSE. The purpose of this Agreement is to provide fire protection for CENTER TOWNSHIP or that portion thereof as set forth in the addendum attached to this Agreement, said protection to be provided by the Providing Agency.

2. DURATION OF AGREEMENT. This Agreement shall be effective from July 1, 2018 to June 30, 2019, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties.

3. DUTIES OF PROVIDING AGENCY. The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)

4. CONTROL BY PROVIDING AGENCY. All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.

5. FINANCIAL PROVISION. The Township shall pay the Proving Agency on or before June 30, 2019, the sum of \$42831.12 which shall be for the period commencing on the July 1, 2018 and running to June 30, 2019.

6. INDENITY. The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligency of Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligency of the Township, its agents or employees.

7. INSURANCE. The Providing Agency agrees that during the term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

Combined single limit:	\$1,000,000.00
Umbrella policy:	\$4,000,000.00
Total	\$5,000,000.00

B. Workmen's Compensation: Including employer's liability in accordance with the Workmen's Compensation Laws of the State of Iowa.

THIS Agreement made and entered into the 8th day of March, 2018, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON


MAYOR


ATTEST


TRUSTEE/CLERK


TRUSTEE/CLERK


TRUSTEE/CLERK

TRUSTEE/CLERK

**28E AGREEMENT BETWEEN THE CITY OF TIPTON, IOWA
AND CENTER TOWNSHIP, IOWA
FOR EMERGENCY AMBULANCE SERVICES**

This 28E Agreement (“Agreement”) is made and entered by and between the City of Tipton, Iowa (the “City”), and CENTER TOWNSHIP, Iowa (the “Township”), as of the date of last signature set forth below. The City and the Township are on occasion referred to in this Agreement collectively as the “Parties.”

Recitals

- A. The City of Tipton is a municipality of the State of Iowa, located in Cedar County, Iowa.
- B. Tipton Ambulance Service (“Tipton Ambulance”) is a department of the City of Tipton, Iowa, with trained volunteer personnel and modern ambulance units equipped with emergency equipment, ready, willing and able to provide emergency ambulance service within the City and beyond.
- C. The Township is political subdivision of the State of Iowa, also located in Cedar County, Iowa, and constitutes a municipality for purposes of Iowa Code §28E.32. The Township is in need of affordable emergency ambulance service in order to promote the public health, safety, and welfare, and desires to contract with Tipton Ambulance for the provision of such service.
- D. The following Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa (2015).

Agreement

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Township agree as follows:

- 1. **Township Contribution.** The Township agrees to pay the City the sum of Four Thousand Two Hundred Thirty Six and 04/100 Dollars (4236.04) payable in two equal monthly installments of half the dollar amount on July 1, 2018 and January 1, 2019. The Township’s existing administrative apparatus and general budgets shall support the funding of this Agreement.
- 2. **Fee Schedule.** In addition, the City shall charge the rates set forth by the Tipton City Council.
- 3. **Response Area.** The City shall provide emergency ambulance service to the assigned response area, as shown on the attached Exhibit A, incorporated by this reference, 24 hours per day, 7 days per week, 365 days per year, within a reasonable response time.

4. **Staffing.** The City shall provide on each ambulance run at least one (1) ambulance attendant, who shall be certified by the State of Iowa, as an Emergency Medical Technician (“EMT”), or possess higher level of training; and one (1) duly certified driver.
5. **Information.** The City agrees to provide to the Township, at any regular meeting of the Township Trustees, any information with respect to the income, expenses, finances, or operations of Tipton Ambulance, as may from time-to-time be requested by the Township, upon reasonable notice, and further agrees to provide a representative of Tipton Ambulance to attend any such meeting to answer related questions.
6. **Administration, Equipment, and Supplies.** It shall be the sole responsibility of the City to: develop and implement fee schedules for services; and to provide dispatching services, an emergency medical services medical director, staffing, staff uniforms, staff continuing education, response vehicle fleet, vehicle maintenance, fuel, medical equipment, medical equipment maintenance, medical supplies, billing services, accounting services, and all required insurance coverage, sufficient to satisfy any applicable State or Federal requirements.
7. **Term of Agreement.** This Agreement shall take effect July 1, 2018 (the “Annual Start Date”), and shall remain in effect from year to year unless terminated by written notice from either the City or the Township to the other not less than ninety (90) days prior to the Annual Start Date.
8. **Renegotiation; Termination.** By providing not less than ninety (90) days’ written notice prior to the Annual Start Date, either the City or the Township may inform the other of its intent to renegotiate the terms of the Agreement for the following year or, failing successful renegotiation, to terminate this Agreement as of the Annual Start Date, as provided in the preceding paragraph.

9. **Notice.** All notices required under this Agreement or written communications of any kind shall be sent to the following persons:

For the City: Mayor, Tipton City Hall
507 Lynn Street
Tipton, IA 52772

Copy to: Director, Tipton Ambulance Service
507 Lynn Street
Tipton, IA 52772

For the Township: CENTER TOWNSHIP Board of Trustees
Attn: Clerk

Any change in the persons so designated must be given by the party making the change to the other parties in writing and will be effective upon receipt.

10. **No Guarantee.** Nothing in this Agreement shall be construed as a guarantee of the City or Tipton Ambulance to the Township or any third-party to prevent loss of life or limb, or as a guarantee to respond to multiple simultaneously, or substantially simultaneous incidents.
11. **No Waiver.** The Parties to this Agreement do not waive any defenses, immunities, or other limitations with respect to the liability of such party, and nothing herein shall be so construed.
12. **Assignment.** Neither the City nor the Township may assign its interests under this Agreement without the written consent of the other.
13. **No Other Agreements.** This Agreement supersedes and replaces any and all prior agreements between the Parties.
14. **Entire Agreement.** This Agreement represents the entire agreement between the Parties. Any subsequent changes or modifications to the terms of this Agreement shall be in the form of a duly executed written addendum to this Agreement.
15. **Severability.** If any section, provision, of part of this Agreement is for any reason declared to be invalid or unconstitutional by a court or administrative tribunal of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.
16. **Captions.** The captions contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the provisions of this Agreement.

17. **Jurisdiction, Venue, and Attorney Fees.** In the event any dispute arises between the Parties, the Parties consent to the jurisdiction of the State of Iowa and the venue of Cedar County, Iowa. All disputes shall be decided according to the laws of the State of Iowa and the prevailing party shall be entitled to reasonable attorney fees.
18. **No Separate Entity.** This Agreement shall create no separate legal or administrative entity; and there shall be no joint property. All property of Tipton Ambulance Service shall remain solely the property of the City.

NOW THEREFORE, by their signatures below, the undersigned declare and certify that they have been duly authorized to approve this Agreement on behalf of their City Council or Board of Trustees, as appropriate.

CITY OF TIPTON, IOWA

By: Brian Carney
 Brian Carney, Mayor

Attested by:

Amy Lenz
 City Clerk

3/8/2018
 Date

CENTER TOWNSHIP, IOWA

By: Robert D Langley
 Trustee/ Clerk

By: John A. Schutt
 Trustee/ Clerk

By: Dwain Ford, Clerk
 Trustee/ Clerk

By: _____
 Trustee/ Clerk

Received 3/6/2018 /KD

 Date

Please sign both copies provided and return one original copy to THE CITY OF TIPTON, 407 LYNN ST. TIPTON, IA 52772.

CITY OF TIPTON - FAIRFIELD TOWNSHIP
2018-2019 FIRE PROTECTION AGREEMENT

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the "Providing Agency" and the Board of Trustees of FAIRFIELD TOWNSHIP Cedar County, Iowa hereinafter referred to as "Township".

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection, and

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of FAIRFIELD TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. PURPOSE. The purpose of this Agreement is to provide fire protection for FAIRFIELD TOWNSHIP or that portion thereof as set forth in the addendum attached to this Agreement, said protection to be provided by the Providing Agency.

2. DURATION OF AGREEMENT. This Agreement shall be effective from July 1, 2018 to June 30, 2019, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties.

3. DUTIES OF PROVIDING AGENCY. The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)

4. CONTROL BY PROVIDING AGENCY. All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.

5. FINANCIAL PROVISION. The Township shall pay the Proving Agency on or before June 30, 2019, the sum of ~~\$9490.18~~ which shall be for the period commencing on the July 1, 2018 and running to June 30, 2019.

~~8165.68~~

8165.68

G.K.

K.L.W.

G.G.D.

P.S.

6. INDENTITY. The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligency of Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligency of the Township, its agents or employees.

7. INSURANCE. The Providing Agency agrees that during the term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

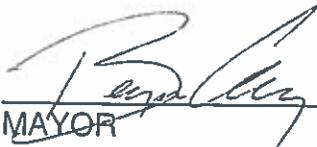
A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

Combined single limit:	\$1,000,000.00
Umbrella policy:	\$4,000,000.00
Total	\$5,000,000.00

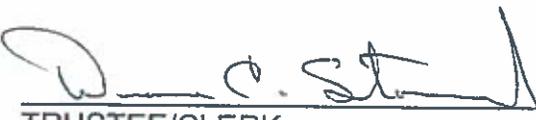
B. Workmen's Compensation: Including employer's liability in accordance with the Workmen's Compensation Laws of the State of Iowa.

THIS Agreement made and entered into the 6th day of March, 2018, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON


MAYOR


ATTEST


TRUSTEE/CLERK


TRUSTEE/CLERK


TRUSTEE/CLERK


TRUSTEE/CLERK

**28E AGREEMENT BETWEEN THE CITY OF TIPTON, IOWA
AND FAIRFIELD TOWNSHIP, IOWA
FOR EMERGENCY AMBULANCE SERVICES**

This 28E Agreement ("Agreement") is made and entered by and between the City of Tipton, Iowa (the "City"), and FAIRFIELD TOWNSHIP, Iowa (the "Township"), as of the date of last signature set forth below. The City and the Township are on occasion referred to in this Agreement collectively as the "Parties."

Recitals

- A. The City of Tipton is a municipality of the State of Iowa, located in Cedar County, Iowa.
- B. Tipton Ambulance Service ("Tipton Ambulance") is a department of the City of Tipton, Iowa, with trained volunteer personnel and modern ambulance units equipped with emergency equipment, ready, willing and able to provide emergency ambulance service within the City and beyond.
- C. The Township is political subdivision of the State of Iowa, also located in Cedar County, Iowa, and constitutes a municipality for purposes of Iowa Code §28E.32. The Township is in need of affordable emergency ambulance service in order to promote the public health, safety, and welfare, and desires to contract with Tipton Ambulance for the provision of such service.
- D. The following Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa (2015).

Agreement

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledge, the City and the Township agree as follows:

- 1. **Township Contribution.** The Township agrees to pay the City the sum of ~~Nine Hundred Thirty Eight and 59/100 Dollars (938.59)~~ ^{\$ 700.00} payable in two equal monthly installments of half the dollar amount on ~~July~~ ^{JAN} 1, 2019 and ~~January~~ ^{JUNE} 1, 2019. The Township's existing administrative apparatus and general budgets shall support the funding of this Agreement.
- 2. **Fee Schedule.** In addition, the City shall charge the rates set forth by the Tipton City Council.
- 3. **Response Area.** The City shall provide emergency ambulance service to the assigned response area, as shown on the attached Exhibit A, incorporated by this reference, 24 hours per day, 7 days per week, 365 days per year, within a reasonable response time.

DCS.
KLU
GK
G.G.D.

4. **Staffing.** The City shall provide on each ambulance run at least one (1) ambulance attendant, who shall be certified by the State of Iowa, as an Emergency Medical Technician (“EMT”), or possess higher level of training; and one (1) duly certified driver.
5. **Information.** The City agrees to provide to the Township, at any regular meeting of the Township Trustees, any information with respect to the income, expenses, finances, or operations of Tipton Ambulance, as may from time-to-time be requested by the Township, upon reasonable notice, and further agrees to provide a representative of Tipton Ambulance to attend any such meeting to answer related questions.
6. **Administration, Equipment, and Supplies.** It shall be the sole responsibility of the City to: develop and implement fee schedules for services; and to provide dispatching services, an emergency medical services medical director, staffing, staff uniforms, staff continuing education, response vehicle fleet, vehicle maintenance, fuel, medical equipment, medical equipment maintenance, medical supplies, billing services, accounting services, and all required insurance coverage, sufficient to satisfy any applicable State or Federal requirements.
7. **Term of Agreement.** This Agreement shall take effect July 1, 2018 (the “Annual Start Date”), and shall remain in effect from year to year unless terminated by written notice from either the City or the Township to the other not less than ninety (90) days prior to the Annual Start Date.
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For the City: Mayor, Tipton City Hall
507 Lynn Street
Tipton, IA 52772

Copy to: Director, Tipton Ambulance Service
507 Lynn Street
Tipton, IA 52772

For the Township: FAIRFIELD TOWNSHIP Board of Trustees
Attn: Clerk

Any change in the persons so designated must be given by the party making the change to the other parties in writing and will be effective upon receipt.

10. **No Guarantee.** Nothing in this Agreement shall be construed as a guarantee of the City or Tipton Ambulance to the Township or any third-party to prevent loss of life or limb, or as a guarantee to respond to multiple simultaneously, or substantially simultaneous incidents.
11. **No Waiver.** The Parties to this Agreement do not waive any defenses, immunities, or other limitations with respect to the liability of such party, and nothing herein shall be so construed.
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18. **No Separate Entity.** This Agreement shall create no separate legal or administrative entity; and there shall be no joint property. All property of Tipton Ambulance Service shall remain solely the property of the City.

NOW THEREFORE, by their signatures below, the undersigned declare and certify that they have been duly authorized to approve this Agreement on behalf of their City Council or Board of Trustees, as appropriate.

CITY OF TIPTON, IOWA

By: Brian Carney
 Brian Carney, Mayor

Attested by:

Amy Denny
 City Clerk

FAIRFIELD TOWNSHIP, IOWA

By: Dennis C. Starnes
 Trustee/ Clerk

By: Gregg Killam
 Trustee/ Clerk

By: Kevin J. Wright
 Trustee/ Clerk

By: Faye J. Denny
 Trustee/ Clerk

3/8/2018
 Date

2-23-18
 Date

Please sign both copies provided and return one original copy to THE CITY OF TIPTON, 407 LYNN ST. TIPTON, IA 52772.

Pilot Study

We are currently one week into the Nano2 Pilot Study at the East Lagoons. LMT Staff requested at the beginning of the study that we continue to run the City Aerators through Monday. I shut them off Tuesday March 6th around noon. Since that point in time the Nano2 equipment has been on its own.

Late Start

City Council arrived at a consensus to approve the Pilot Study at the budget workshop on the evening of February 7th with LMT Staff in attendance. At that meeting we were given the impression that LMT had a mobile unit sitting and ready in Moline. Following a DNR conference call the morning of February 13th, we signed and approved the Pilot Study contract and called LMT Staff immediately afterwards requesting that they proceed with the Pilot Study asap. LMT responded by saying they could have the unit in Tipton by February 19th. Unfortunately, they did not officially start until March 1st. This resulted in the potential loss of 10 days of cold weather data.

Change in Weather

Cold weather data is crucial to the validity of this Pilot Study. The warm up last week felt nice, however, was unfortunate for the merit of the Pilot Study. Most all the primary and secondary cell ice covering disappeared from Feb 26 to March 5th. The Final Effluent raised from 33 degrees to 41 degrees in that time. Luckily the recent cool down including last night's low of 17 degrees has kept the effluent from rising above the 41-degree mark. The quiescent cell is still ice covered. My history tells me that aerated lagoons struggle much more below 45 degrees than they do above. Therefore, I'm hopeful our final effluent remains below 45 degrees for the remainder of the study.

Testing

We are conducting both inhouse and contract testing five days per week to gather as much useful information as possible during the 30-day study. In house tests include; Temperature, Ph, and Dissolved Oxygen. The contracted tests, which are being done by the State Hygienic Lab, include: BOD, TSS, NH3, Total Nitrogen Suite, and Total Phosphorous of both lagoon influent and effluent. On Fridays we do additional testing for: E.coli, Thallium, Chromium, Nickel and Copper.

Test Results

Ph levels have not moved much. Surprisingly, Dissolved Oxygen levels have decreased at the surface, however it's quite possible that DO levels have increased closer to the bottom due to the nature of the Nano2 technology. It's too soon to have received any contract lab results at this point.

Cosmetics

Viewing from the gravel road, the lagoon has an enhanced color and appearance. Some of this may be the result of City Aeration being shut down and a resulting decrease in water turbulence. Standing next to each cell of the lagoons it seems like the water clarity has increased. You can see rocks in the secondary cell approximately two feet down which is rare this time of year.

Bubbles

Our conventional aeration, when in service, deposits large volumes of bubbles at the surface of the lagoon which then branch out in all directions. We acknowledge the fact that any bubble formed at the bottom, traveled to the top and released to the atmosphere is a waste of oxygen and energy. I find it interesting that with Nano2 in service and observing the area of its discharge nozzles, not one single bubble of even the smallest kind reaches the surface. This tells me that Nano2 utilizes 100% of its oxygen by infusing it into the waste stream, thus potentially greatly increasing aeration efficiency.