

City of Tipton, Iowa

Meeting: Tipton City Council Meeting
Place: Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772
Date/Time: Monday, August 20, 2018, 5:30 p.m.
Web Page: www.tiptoniowa.org
Posted: Friday, August 17, 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:

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, August 13, 2018
2. Approval - Treasurer's and Investment Report, July 2018
3. Approval – Annual Chamber Dues
4. Approval – Claims List

G. Mayoral Proclamation

H. Old Business

1. Discussion and Possible Action Concerning ADA Compliant Entrance to Commercial Property at 514 Cedar Street/City Alley

I. New Business

1. Discussion and Possible Approval Concerning Presentation by Robert Latham Concerning the City's Share of Louisa Transmission Facilities
2. Discussion and Possible Action Concerning Approval of Pay Application No. 3 for Heuer Construction for the 2018 Street Improvements, \$322,098.01 (Jack Pope)

3. Discussion and Possible Action Concerning Approval of Engineering Agreement with Garden and Associates for 2019 Street Improvements (Jack Pope)
4. Discussion and Possible Action Concerning Approval of Survey and Drawing Services as Required to Provide Annexation Plat for 255 Feet Along Old Muscatine Road (Jack Pope)
5. Discussion and Possible Action Concerning Recommendation for Purchase of Plow Truck Chassis and Body Package (S. Nash/K. Johnson)
6. Discussion and Possible Action Concerning Street Repair on Orange Street Adjacent to the Senior Center Dining Parking Lot, \$6,345 (S. Nash)
7. Discussion and Possible Action Concerning Approval of Memorandum of Agreement for the State of Iowa Interop Communications System (B. Ratliff)
8. Discussion and Possible Action Concerning Approval of Swick Boring Estimate for Installation of New Gas Main Extension from the Cemetery to the Golf Course on the East Side of Oak Ridge Estates/Secluded Ridge (V. Penrod)
9. Discussion and Possible Action Concerning Recommendation to Proceed with Proposal from Shermco Engineering for the Electric Utility's Downtown Alley Project (F. Taber/Utilities Committee)
10. Discussion and Possible Action Concerning Recommendation to Officially Adopt the APPA's Safety Manual for the Electric Utility (F. Taber/Utilities Committee)
11. Resolution 082018A: Resolution Naming Depositories for City Funds (M. Armstrong)
12. Consideration of Garbage Exemption, 1311 Sycamore Street

J. 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

K. 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.

August 13, 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, McNeill, Anderson and Spear. Also present: Wagner, Lenz, Armstrong, Taber, Penrod, B. Brennan, Nash, K. Johnson, Peck, other visitors and the press.

Agenda:

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

Communications:

1. Laura Twing purchased the building at 514 Cedar Street and would like to put in a handicap accessible door. She is seeking approval from the council to cross into the alley. Manager Wagner is going to check with the City's attorney to find out if we have to vacate part of the alley since it is city property. He will bring back the information he receives to the August 20th council meeting.
2. Larry Hodgden shared his concerns and had questions regarding the gas line extension that is being installed out to the housing development a couple miles out of town. Gas Superintendent Penrod stated that most residents want natural gas rather than LP. And, it will bring in a lot of revenue for the City.

Consent Agenda:

Motion by Spear, second by Leeper to approve the consent agenda which includes the July 16th and July 30th Council Meeting Minutes, August 2018 Development Director's Report, June 26th Library Minutes, June 2018 Library Director's Report, Library 2017-2018 Annual Report, July 11th and August 8th Airport Minutes and the following Claims List. Following the roll call vote the motion passed unanimously.

ALTEC INDUSTRIES INC	REPAIR PARTS #5	51.81
ALTORFER INC	SCISSOR LIFT RENTAL	628.40
ARCH CHEMICAL INC	REPAIR VAC	1416.67
ASCENT AVIATION GROUP INC	2500 GL AVIATION FUEL	9945.73
AUCA CHICAGO LOCKBOX	MATS	264.61
BARRON MOTOR SUPPLY	V-BELT	25.70
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	252.31
CINTAS LOC	UNIFORMS	1138.32
CLARENCE LOWDEN SUN-NEWS &	FAC SCHEDULE	174.00
CREATIVE PRODUCT SOURCE	DARE SUPPLIES	163.62
CUSTOM BUILDERS INC	UPS CHARGES	120.78
D & R PEST CONTROL	PEST CONTROL	190.99
DIAMOND VOGEL PAINT CENTER	17 PAILS TRAFFIC PAINT	1930.15
EASTERN IOWA LIGHT & POWER	EAST LAGOON	1105.44
ELECTRICAL ENGINEERING & E	BLDG MAINT SUPPLIES	626.86
ENERGY ECONOMICS INC	METER SWIVEL SETS	1560.08
ERIC STORJOHANN	ASH BURIAL C OTT	250.00
FARNER-BOCKEN COMPANY	CONCESSIONS	3089.66
FLETCHER-REINHARDT CO.	UNDERGROUND SUPPLIES	5550.10
FRIENDS OF THE ANIMALS	1 DOG	75.00

GARDEN & ASSOCIATES INC	2018 STREET IMPROVEMENTS	20143.95
GLOBAL RENTAL CO INC	BUCKET TRUCK RENTAL	125.00
GRAYBAR	144 BULBS	347.17
H & H AUTO	TIRE REPAIR #118	107.00
HAWKINS INC	CHEMICALS	2669.86
HBK ENGINEERING LLC	AQUATIC CENTER	26204.50
IMAGE TREND INC	CLEARING HOUSE SERVICES	164.00
INTEGRATED TECHNOLOGY PART	PHONE SERVICES	3798.70
IOWA ASSOCIATION OF	OSHA TRAINING	200.00
IOWA DEPARTMENT OF NATURAL	WEST LAGOON PERMIT FEE	1485.00
IOWA DEPT OF NATURAL RESOU	ANNUAL WATER SUPPLY FEE	369.94
JAB INK DESIGN	SIGNS FOR WATERSLIDES	108.00
JC'S TOWING LLP	TOW GARBAGE TRUCK #30	240.00
JOHNSON COUNTY AMBULANCE S	ALS INTERCEPT	1200.00
KUNDE OUTDOOR EQUIPMENT	AIR FILTER #188	28.08
LAWSON PRODUCTS INC	SHOP SUPPLIES	284.34
LYNCH DALLAS PC	LEGAL SERVICES	1643.00
M & K DUST CONTROL INC	DUST CONTROL AT XERXES REROUTE WIRING ON LEMON ST	550.00 2580.42
M & K ELECTRIC	1 YD CONCRETE	1616.26
MANATTS INC	SNAP-ON:COUPLERS	800.00
MISC. VENDOR	WEB BASED SUBSCRIPTIONS	245.36
MITCHELL 1	OPERATING SUPPLIES	62.00
MOELLER TIPTON TIRE & AUTO	REPAIR PARTS #52	100.00
O'ROURKE MOTORS INC	OFFICE SUPPLIES	178.23
OFFICE EXPRESS	DRINK ORDER	545.79
PEPSI-COLA	OVERHEAD SUPPLIES	923.84
POWER LINE SUPPLY	OXYGEN	463.41
PRAXAIR DISTRIBUTION INC	ANNUAL DUES	375.00
PROFESSIONAL DEVELOPERS OF	MISC SUPPLIES	130.00
RADARSIGN LLC	CALIBRATE METER	49.66
SANDRY FIRE SUPPLY LLC	DISCLOSURE FEE	7700.00
SPEER FINANCIAL INC	AUGUST EMAIL MARKETING	25.00
SPINUTECH INC	UB ENVELOPES	620.48
STOREY KENWORTHY/MATT PARR	GAS MAIN SUPPLIES	54553.04
STUART C IRBY CO	REPAIR PARTS #21 ORD	547.90
THOMPSON TRUCK & TRAILER	565,MINUTES,FAC,NOTICE	800.72
TIPTON CONSERVATIVE	LAZY RIVER PUMP REPAIR	441.80
TIPTON ELECTRIC MOTORS	PLANT ADAM'S GRANDMA	24.50
TIPTON GREENHOUSE	REPAIR PARTS #138	374.85
TITAN MACHINERY INC	REPAIR PARTS #25	118.88
TRANS IOWA EQUIPMENT		

TRANSWORLD SYSTEMS INC	COLLECTION EXPENSE	5.00
UNITED LABORATORIES	OPERATING SUPPLIES	351.59
USA BLUE BOOK	OPERATING SUPPLIES	879.44
UTILITY SALES & SERVICE IN	GAS SERVICE LINE SUPPLIES	1887.46
WALMART COMMUNITY	OFFICE & BLDG MAINT SUPPLIES	124.75
WENDLING QUARRIES INC	48.88 TN ROAD STONE	479.01
** TOTAL **		165233.16
FUND TOTALS		
001 GENERAL GOVERNMENT		19,243.41
110 ROAD USE TAX FUND		20,143.95
300 GO ST IMPROVEMENT PROJECT		7,850.00
315 JKFAC CP		26,204.50
600 WATER OPERATING		2,532.73
610 WASTEWATER/AKA SEWER REVE		2,792.00
630 ELECTRIC OPERATING		21,211.22
640 GAS OPERATING		49,113.89
660 AIRPORT OPERATING		9,999.42
670 GARBAGE COLLECTION		173.59
810 CENTRAL GARAGE		2,607.65
835 ADMINISTRATIVE SERVICES		3,360.80
GRAND TOTAL		165,233.16

PAYROLL EXPENSE FOR JULY 2018 \$182,279.70

New Business:

1. One-Time Water and Sewer Bill Exemption, 801 Locust Street

Motion by Anderson, second by Leeper to approve a one-time water and sewer exemption for Kent Tholen at 801 Locust Street. This will reduce the water portion of his bill from \$463.20 to \$213.20, and the sewer portion of his bill from \$463.20 to \$213.20, with a total credit of \$500.00. Following the roll call vote the motion passed unanimously.

2. Garbage Exemption, 529 Cedar Street

Motion by Boots, second by McNeill to approve the garbage exemption for Stuart Clark at 529 Cedar Street. Following the roll call vote the motion passed unanimously.

3. Garbage Exemption, 118 West 5th Street

Motion by McNeill, second by Boots to approve the garbage exemption for Stuart Clark at 118 West 5th Street. Following the roll call vote the motion passed unanimously.

4. Resolution 081318A: Resolution to Assess Utility Charges Due to Non-payment by Property Owner

Motion by Boots, second by Leeper to approve Resolution 081318A, the resolution to assess utility charges due to non-payment by the property owner. Following the roll call vote the motion passed unanimously.

5. Modify the City's Current Claims Process

Motion by McNeill, second by Spear to continue with the current claims process that the City has been doing. Following the roll call vote the motion passed unanimously.

6. Pay Estimate No. 2 for BWC Excavating for Lemon Street Project, \$199,679.73

Motion by Anderson, second by Leeper to approve Pay Estimate No. 2 for BWC Excavating for the Lemon Street Project in the amount of \$199,679.73.

7. Change Order No. 1 from BWC Excavating for Lemon Street Project, Deduct of \$3,700

Motion by Boots, second by McNeill to accept Change Order No. 1 from BWC Excavating for the Lemon Street Project in the amount of a \$3,700 deduct. Following the roll call vote the motion passed unanimously.

8a. Select Strategy for Storm Water I & I

Motion by McNeill, second by Leeper to set a goal to line four blocks per year of sewer main (approximately \$40,000), rehabilitate four sewer manholes and spend up to 40K per year for storm sewer renovations. Following the roll call vote the motion passed unanimously.

b. Select Strategy for Wastewater Treatment

Motion by McNeill, second by Leeper to adopt the McClure Engineering strategy of using the Submerged Attached Growth Reactor (SAGR) system. Following the roll call vote the motion passed unanimously.

c. Presentation on the City's Current and Future Debt Structure and Possible Increases in the Wastewater/Sewer Rates

Motion by Boots, second by Leeper to implement a \$10.00 a month fee per utility account plus usage increase as proposed by Speer Financial. Following the roll call vote the motion passed unanimously.

d. Proposed Engineering Agreement with McClure Engineering for a Wastewater Treatment Facility

Motion by Anderson, second by Leeper to accept the proposed engineering agreement with McClure Engineering for a wastewater treatment facility. Following the roll call vote the motion passed unanimously.

9. Street Project CIP

Motion by Boots, second by McNeill to approve the Street Project CIP that has been set up. The timeline will be 2018 until about June 30, 2022. The projects assume that the City can use \$300,000 from annual allocation of Road Use Tax funds along with \$100,000 in annual water utility funds. Following the roll call vote the motion passed unanimously.

10. Purchase of Supplies for the Electric Department

Motion by Leeper, second by Anderson to approve the purchase of street light poles, primary cable, wood poles and copper wire for the electric department. Following the roll call vote the motion passed unanimously.

11. Move September 3rd Council Meeting to September 5th

Motion by Leeper, second by Boots to move the Monday, September 3rd council meeting to Wednesday, September 5th, because of the Labor Day holiday. Following the roll call vote the motion passed unanimously.

Reports of Mayor/Council/Manager/Department Heads

Director of Public Works Nash gave an update on the South Street and Lemon Street Projects.

Electric Superintendent Taber stated that there is a faulty cable at Country Estates trailer park. The bad cable has been isolated and needs to be replaced. There have been four faults in the trailer park. Taber stated that they are in the discussion and pre-planning stages right now before they give the council a cost estimate for repairs.

Adjourn:

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

Meeting adjourned at 7:21 p.m.

Mayor _____

Attest: _____

City Clerk

City of Tipton
MTD Treasurers Report
As of July 31, 2018

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	A/R NET CHANGE	M-T-D EXPENSES	A/P CHANGE	ENDING CASH BALANCE	Y-T-D INVESTMENTS	BALANCE WITH INVESTMENTS	Ending Cash Bal O/S Deposits O/S Checks Bank Balance
001-GENERAL GOVERNMENT	698,113.97	73,761.23	0	279,344.09	-29,061.99	463,469.12	183,581.71	647,050.83	7,187,123.20
110-ROAD USE TAX FUND	671,058.28	30,717.98	0	24,962.55	0	676,813.71	130,000.00	806,813.71	-3,332.66
112-TRUST AND AGENCY FUND	37,749.70	4,580.16	0	0	0	42,329.86	0	42,329.86	93,545.19
119-Emergency Fund	-106.49	362.21	0	0	0	255.72	0	255.72	7,277,335.73
121-LOCAL OPTION TAX	349,935.55	23,911.15	0	0	-3,238.00	370,608.70	0	370,608.70	
125-TIF SPECIAL REVENUE FUND	-17,691.85	1,191.41	0	9,944.20	-5,694.86	-2,119.50	78,447.10	46,307.60	
160-ECONOMIC/INDUSTRIAL DEVEL	643,705.81	1,583.77	0	0	645,289.58	645,289.58	13,068.04	658,357.62	
168-AQUATIC CENTER CAMPAIGN F	-576,279.12	0	0	0	0	-576,279.12	0	-576,279.12	
189-LIBRARY TRUST FUND	8,623.31	25.17	0	0	0	8,648.48	0	8,648.48	
190-P S SHARE FUND	28,067.74	247.07	0	0	0	28,314.81	0	28,314.81	
192-FIRE ENTERPRISE TRUST	31,302.54	9,043.84	0	0	0	40,346.38	0	40,346.38	
202-ELECTRIC REVENUE BONDS	218,576.44	286.5	0	0	0	218,862.94	0	218,862.94	
203-06 ELECTRIC SUBSTATION RE	491,022.22	643.62	0	0	0	491,665.84	0	491,665.84	
204-WATER REVENUE BOND RESERV	234,849.90	307.84	0	0	0	235,157.74	0	235,157.74	
205-GO FINE TRUCK 2010	3,513.21	4.61	0	0	0	3,517.82	0	3,517.82	
206-1994 SE/WA DEBT SERV FUND	3,975.45	5.21	0	0	0	3,980.66	0	3,980.66	
208-WW/SEWER REVENUE BOND SIM	163,182.71	213.9	0	0	0	163,396.61	0	163,396.61	
210-GO ST IMPROVEMENT NOTES	8,181.02	10.72	0	0	0	8,191.74	0	8,191.74	
212-03 GO ST IMPROVE NOTES	14,227.63	18.65	0	0	0	14,246.28	0	14,246.28	
214-GO CP BONDS SERIES 2011A	11,933.42	992.29	0	0	0	12,925.71	0	12,925.71	
216-GO CP BONDS SERIES 2011B	1,049.68	1.38	0	0	0	1,051.06	0	1,051.06	
218-GO CP BONDS SERIES 2011C	61,945.82	284.46	0	0	0	62,230.28	0	62,230.28	
220-GO BONDS 2013 DEBT SWVC	236.71	0.31	0	0	0	237.02	0	237.02	
222-GO BOND 2015 DEBT SERVICE	87,203.73	813.2	0	0	0	88,016.93	0	88,016.93	
224-GO BOND DEBT SERVICE	-300	0	0	0	0	-300	0	-300	
300-GO ST IMPROVEMENT PROJECT	1,394,408.11	1,262.02	0	431,602.23	0	964,067.90	0	964,067.90	
307-STREETS/CAPE PROJECT	42,621.03	55.87	0	0	0	42,676.90	0	42,676.90	
315-KIFAC CP	606,178.48	794.56	0	0	0	606,973.04	0	606,973.04	
500-CEMETERY TRUST FUND	3,070.00	305	0	0	0	3,375.00	100,000.00	103,375.00	
600-WATER OPERATING	254,765.31	65,183.48	0	39,818.61	-271.22	279,858.96	0	279,858.96	
600-WASTEWATER/KAKA SEWER REVE	-97,319.15	54,199.64	0	29,378.67	-13.36	-72,511.54	213,826.08	141,314.54	
630-ELECTRIC OPERATING	1,107,884.11	367,895.02	-250	220,222.65	-1,859.95	1,253,946.53	323,680.46	1,577,626.99	
631-ELECTRIC DEVELOPMENT	8,695.06	11.4	0	0	0	8,706.46	0	8,706.46	
632-ELECTRIC RENEWAL/REPLACEM	379,043.30	496.84	0	0	0	379,540.14	0	379,540.14	
633-ELECTRIC RESERVE	274,546.30	359.87	0	0	0	274,906.17	138,544.59	413,450.76	
634-ELECTRIC BOND/INT RESERVE	111,181.63	145.73	0	0	0	111,327.36	157,983.89	269,311.25	
640-GAS OPERATING	90,632.52	50,121.83	0	99,146.96	-2,106.94	39,500.45	0	39,500.45	
641-GAS D.E.I.	5,361.68	7.03	0	0	0	5,368.71	10,531.25	15,899.96	
642-GAS RESERVE	71,336.30	93.51	0	0	0	71,429.81	405,383.70	476,813.51	
660-AIRPORT OPERATING	-164,839.58	5,979.31	0	2,865.65	-295	-162,020.92	0	-162,020.92	
670-GARBAGE COLLECTION	81,383.86	45,880.40	0	58,817.70	-29.49	68,417.07	0	68,417.07	
740-STORM WATER	79,285.99	9,710.89	0	2,277.09	0	86,719.79	0	86,719.79	
750-CEMETERY ENTERPRISE	-29,790.69	24.42	0	0	-29,766.27	0	0	-29,766.27	
810-CENTRAL GARAGE	300,731.62	356.98	0	27,059.00	-1,331.22	272,698.38	0	272,698.38	
820-PSF HEALTH INSURANCE	83,794.52	101.87	0	6,074.52	0	77,821.87	0	77,821.87	
830-CITY RESERVE FUND	-27,254.34	0	0	0	-27,254.34	-27,254.34	113,839.44	86,585.10	
835-ADMINISTRATIVE SERVICES	11,010.86	0	0	49,262.29	-5,682.11	-43,908.54	0	-43,908.54	
860-PAYROLL ACCOUNT	1,305.48	0	0	0	0	1,305.48	0	1,305.48	
950-ELECTRIC METER DEPOSITS	-1,827.95	315	0	1,100.00	0	-2,612.95	10,531.25	7,918.30	
951-WATER METER DEPOSITS	487.24	0.13	0	390	0	97.37	0	97.37	
952-GAS METER DEPOSITS	6,279.64	7.36	0	665	0	5,622.00	0	5,622.00	
GRAND TOTAL	7,767,048.71	752,339.84	-250	1,282,931.21	-49,584.14	7,187,123.20	1,879,417.51	9,066,540.71	

Bank	Cert. Number	Fund Number and Name	Purchased	Time	Rate	Due	Amount	Fund Total	Cashed	Renewed	Interest Earned
Community State	522532	001-660 Ambulance Trust	09/04/16	12 mos.	0.40	09/04/18	\$109,703.54			09/04/17	
Citizens Savings	27565	001-687 Unemployment Trust	10/10/16	12 mos.	0.40	10/10/18	\$73,878.17	\$183,581.71		10/10/17	
*Community State	522530	110 Road Use Tax	09/04/16	12 mos.	0.40	09/04/18	\$100,000.00			09/04/17	
*Community State	522719	110 Road Use Tax	10/02/16	12 mos.	0.40	10/02/18	\$30,000.00	\$130,000.00		10/02/17	
Community State	523208	125 TIF	03/27/16	12 mos.	0.50	03/27/19	\$78,447.10	\$78,447.10		03/27/18	
Community State	523254	160 Economic Development	03/27/16	6 mos.	0.60	12/25/18	\$13,068.04	\$13,068.04		06/26/18	
*Community State	522531	500 Cemetery Trust	09/04/16	12 mos.	0.40	09/04/18	\$100,000.00	\$100,000.00		09/04/17	
Citizens Savings	27567	610 Wastewater/Sewer Operating	11/06/16	12 mos.	0.40	11/06/18	\$213,826.08	\$213,826.08		11/06/17	
Community State	522485	630 Electric Operating	06/19/16	6 mos.	0.60	12/18/18	\$108,249.01			06/19/18	
Citizens Savings	27568	630 Electric Operating	11/06/16	12 mos.	0.40	11/06/18	\$106,913.01			11/06/17	
Citizens Savings	27604	630 Electric Operating	12/16/16	10 mos.	1.96	04/16/19	\$108,518.44	\$323,680.46		06/16/18	
Community State	522519	633 Electric Reserve	08/12/16	12 mos.	0.40	08/12/18	\$81,279.51			08/12/17	
Citizens Savings	27561	633 Electric Reserve	10/09/17	12 mos.	0.40	10/09/18	\$57,265.08	\$138,544.59		10/09/17	
Citizens Savings	27559	634 Electric Bond & Interest	09/02/17	12 mos.	0.40	09/02/18	\$157,983.89	\$157,983.89		09/02/17	
Citizens	27563	641 Gas D.E.I.	10/09/17	12 mos.	0.40	10/09/18	\$10,531.25	\$10,531.25		10/09/17	
*Community Savings	522522	642 Gas Reserve	08/21/16	12 mos.	0.40	08/21/18	\$92,173.12			08/21/17	
*Citizens Savings	27603	642 Gas Reserve	12/16/16	10 mos.	1.96	04/16/19	\$313,210.58	\$405,383.70		06/16/18	
Citizens Savings	27564	830 City Reserve Fund	10/10/17	12 mos.	0.40	10/10/18	\$113,839.44	\$113,839.44		10/10/17	
Citizens Savings	27562	950 Electric Meter Deposit	10/09/17	12 mos.	0.40	10/09/18	\$10,531.25	\$10,531.25		10/09/17	
Investments Total							\$1,879,417.51	\$1,879,417.51			0.00



417 Cedar Street

Tipton, IA 52772

(563) 886-4597

www.tiptoniowa.org

Dear chamber members

We had a great year and have big plans for the year to come. This last year we've done some joint projects with the city to improve our community. We hope to continue with this partnership.

We did some downtown beautification projects. After some vandalism of our flower pots in the downtown we made some new studier replacements. We did a joint project with the city to put up banners our downtown light posts. Of course we continue to add to the downtown decorations at Christmas time. Our goal with downtown beautification is to attract families to move to our community.

Last year was the first year that we did the Ride-n-Rock Fest. The purpose of this Festival was two fold. First we hosted a 105 mile bike race on the gravel roads of Cedar County. Our goal was to draw people in from outside of our community to showcase our town. Our second purpose was to provide an entertainment event for both people in our community and from the surrounding area as a quality of life project.

The board has been working with the city of Tipton to address the tree issues in the downtown. After some complaints from business owners we teamed up with the city to try to reach a resolution that would provide both a green downtown without obstructing signage for businesses. Some trees have already been planted or replaced, and this project will continue into this next year.

Each month we've been selecting a business of the month by drawing to showcase that business to our community. This effort is focused on providing information about our existing businesses to residents. The selected business gets a picture in the paper along with the article about what the business provides. The business is also showcased on our social media websites.

As I am sure you know, we relocated the chamber office to the downtown across from the courthouse. This new location has served the chamber better.

Our goal for this next year includes providing some educational classes for business owners, hosting the Rock and Ride event, and finding some projects on our non downtown businesses. If you have any ideas for projects please contact me so I can add it to the agenda.

We appreciate your membership and hope for your continued support this coming year.

Tamra Roberts, President



TIPTON CHAMBER OF COMMERCE MEMBERSHIP FORM

Renewal or New Membership: RENEWAL NEW MEMBER

Name of Business: _____

Contact Person: _____

Mailing Address: _____

Physical Address: _____

Phone: _____ Facebook: YES NO

E-mail Address: _____

Website: _____

Nature of Business – What services/products offered?

Would you be interested in volunteering on a project committee? YES NO

How would you like to receive your renewal notice? Paper Electronic

Would you like to be included in the online Tipton Business Directory? YES NO

SCHEDULE OF DUES

Number of Employees*	Annual Dues	Category
1-10 employees	\$150.00	I
11-30 employees	\$275.00	II
31-50 employees	\$400.00	III
51+ employees	\$500.00	IV
Friend of the Chamber	\$50.00	V

* Two part-time employees equal one full-time employee and multiple owners who work are considered employees.

Please mail member renewal information and chamber dues to:

Tipton Chamber of Commerce, PO Box 5, Tipton, IA 52772.

please submit by 8-31-18

Thank you for your support!



TIPTON CHAMBER OF COMMERCE COMMITTEE INVOLVEMENT

The Tipton Chamber of Commerce sponsors many events throughout the year. The more involvement the Chamber receives from its members, the more successful Chamber events will be to promote Tipton.

Please indicate which committees you would like to serve on. Indicating interest does not commit you to any of the below.

COMMITTEES:

- Annual Membership Meeting
- Annual Golf Tournament
- July 3rd Street Dance
- Community Beautification
- July 4th Burgers
- Old Fashioned Christmas & Tour of Lights
- Fundraising
- Legislative Sessions / Educational Workshops
- Membership / New Business Activities
- Marketing / Advertising / Promotion

Suggestions for additional committees or initiatives for the Chamber to consider:

NAME: _____

BUSINESS: _____

EMAIL: _____

Please return this form to the Tipton Chamber of Commerce, PO Box 5, Tipton, IA 52772

VENDOR SEQUENCE

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

01-0060	ALBAUGH PHC INC								
I 101921		COUPLING	AP		R	9/16/2018	4.00	4.00CR	
		G/L ACCOUNT					4.00		
	001 5-430-2-65070	OPERATING SUPPLIES				4.00	COUPLING		
							4.00	4.00CR	0.00
							4.00	0.00	

01-0153	ARCH CHEMICAL INC								
I 93678946		CHEMICALS	AP		R	8/17/2018	216.99	216.99CR	
		G/L ACCOUNT					216.99		
	001 5-465-2-65010	CHEMICALS				216.99	CHEMICALS		
							216.99	216.99CR	0.00
							216.99	0.00	

01-0253	BOUND TREE MEDICAL LLC								
I 82939233		MEDICAL SUPPLIES	AP		R	8/17/2018	133.15	133.15CR	
		G/L ACCOUNT					133.15		
	001 5-160-2-65070	OPERATING SUPPLIES				133.15	MEDICAL SUPPLIES		
							133.15	133.15CR	0.00
							133.15	0.00	

01-0410	CEDAR COUNTY CO-OP								
C 17604		FUEL DISCOUNT	AP		R	8/17/2018	28.39CR	28.39	
		G/L ACCOUNT					28.39CR		
	810 5-899-2-65075	FUEL				28.39CR	FUEL DISCOUNT		
I 0718CCC		1275 GL FUEL	AP		R	9/16/2018	3,605.10	3,605.10CR	
		G/L ACCOUNT					3,605.10		
	001 5-430-2-65075	FUEL				223.85	1275 GL FUEL		
	810 5-899-2-65075	FUEL				3,381.25	1275 GL FUEL		
							3,576.71	3,576.71CR	0.00
							3,576.71	0.00	

VENDOR SEQUENCE

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

01-0430	CEDAR COUNTY ENGINEER									
I 0718	FIRE	57.20 GL DSL G/L ACCOUNT 810 5-899-2-65075	AP		R	9/16/2018		137.85 137.85	137.85CR	
		FUEL					137.85	57.20 GL DSL		
I 0718	PW	924.30 GL DSL G/L ACCOUNT 810 5-899-2-65075	AP		R	9/16/2018		2,227.56 2,227.56	2,227.56CR	
		FUEL					2,227.56	924.30 GL DSL		
		REG. CHECK					2,365.41		2,365.41CR	0.00
							2,365.41		0.00	

01-0461	CEDAR COUNTY SOLID WASTE									
I 0718	CCCTS	TRANSFER FEES G/L ACCOUNT 670 5-840-2-64850	AP		R	9/16/2018		3,119.00 3,119.00	3,119.00CR	
		TRANSFER FEES					3,119.00	TRANSFER FEES		
		REG. CHECK					3,119.00		3,119.00CR	0.00
							3,119.00		0.00	

01-0581	CINTAS CORPORATION									
I 5011438607		FIRST AID SUPPLIES G/L ACCOUNT 630 5-820-2-65100 810 5-899-2-65100 001 5-650-2-65980 630 5-821-2-65100	AP		R	8/17/2018		337.04 337.04	337.04CR	
		SAFETY					65.31	FIRST AID SUPPLIES		
		SAFETY					34.07	FIRST AID SUPPLIES		
		MISCELLANEOUS					49.34	FIRST AID SUPPLIES		
		SAFETY					188.32	FIRST AID SUPPLIES		
I 5011438609		FIRST AID SUPPLIES G/L ACCOUNT 630 5-820-2-65980	AP		R	8/17/2018		129.98 129.98	129.98CR	
		MISCELLANEOUS					129.98	FIRST AID SUPPLIES		
		REG. CHECK					467.02		467.02CR	0.00
							467.02		0.00	

01-0580	CINTAS LOC									
I 342797586		UNIFORMS, SHOP TOWELS, MATS AP G/L ACCOUNT 630 5-820-2-64350 640 5-825-2-64350	AP		R	8/17/2018		179.38 179.38	179.38CR	
		UNIFORMS/EQUIPMENT					80.33	UNIFORMS, SHOP TOWELS, MATS		
		UNIFORMS/EQUIPMENT					52.11	UNIFORMS, SHOP TOWELS, MATS		

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
	630	5-820-2-65070	OPERATING SUPPLIES			46.94		UNIFORMS, SHOP TOWELS, MATS		
				REG. CHECK				179.38	179.38CR	0.00
								179.38	0.00	

01-0620	CLIFTON LARSON ALLEN LLP									
I 1873269		PROGRESS BILLING FOR AUDIT	AP		R	9/16/2018		1,700.00	1,700.00CR	
		G/L ACCOUNT						1,700.00		
	835	5-899-2-64010	ACCOUNTING & AUDITING EXPENSE			1,700.00		PROGRESS BILLING FOR AUDIT		
				REG. CHECK				1,700.00	1,700.00CR	0.00
								1,700.00	0.00	

01-0905	ELECTRICAL ENGINEERING & EQ									
I 6167101-00		6 BALLASTS	AP		R	8/17/2018		98.03	98.03CR	
		G/L ACCOUNT						98.03		
	630	5-821-2-63100	BUILDING MAINTENANCE & REPAIR			98.03		6 BALLASTS		
				REG. CHECK				98.03	98.03CR	0.00
								98.03	0.00	

01-0965	FAMILY FOODS									
I 0718FF		CONCESSIONS, OPERATING, MISC	AP		R	9/16/2018		75.80	75.80CR	
		G/L ACCOUNT						75.80		
	001	5-465-2-65031	CONCESSIONS			27.79		CONCESSIONS, OPERATING, MISC		
	001	5-290-2-65070	OPERATING SUPPLIES			23.94		CONCESSIONS, OPERATING, MISC		
	630	5-820-2-65980	MISCELLANEOUS			24.07		CONCESSIONS, OPERATING, MISC		
I 114		MISC SUPPLIES	AP		R	9/16/2018		50.74	50.74CR	
		G/L ACCOUNT						50.74		
	001	5-160-2-65980	MISCELLANEOUS			50.74		MISC SUPPLIES		
				REG. CHECK				126.54	126.54CR	0.00
								126.54	0.00	

01-1172	HAWKINS INC									
I 4334670		CHEMICALS	AP		R	8/17/2018		435.80	435.80CR	
		G/L ACCOUNT						435.80		
	001	5-465-2-65010	CHEMICALS			435.80		CHEMICALS		
				REG. CHECK				435.80	435.80CR	0.00
								435.80	0.00	

VENDOR SEQUENCE

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

01-1289	INTEGRATED TECHNOLOGY PARTN									
I 110204		DEPOSIT ON QUOTE	AP		R	8/17/2018		835.00	835.00CR	
		G/L ACCOUNT						835.00		
	630	5-820-3-67271	COMPUTER EXPENSE				835.00	DEPOSIT ON QUOTE		
			REG. CHECK					835.00	835.00CR	0.00
								835.00	0.00	

01-1301	IOWA UTILITIES BOARD									
I 47272		GAS ASSESSMENT	AP		R	9/16/2018		1,174.00	1,174.00CR	
		G/L ACCOUNT						1,174.00		
	640	5-825-2-64904	REGULATORY CMMSSN/FRANSHISE FE				1,174.00	GAS ASSESSMENT		
			REG. CHECK					1,174.00	1,174.00CR	0.00
								1,174.00	0.00	

01-1426	JOHNSON COUNTY AMBULANCE SE									
I 072619JCA		ALS INTERCEPT	AP		R	9/16/2018		200.00	200.00CR	
		G/L ACCOUNT						200.00		
	001	5-160-2-64130	PAYMENT TO OTHER AGENCIES/FUND				200.00	ALS INTERCEPT		
			REG. CHECK					200.00	200.00CR	0.00
								200.00	0.00	

01-1495	KLUESNER CONSTRUCTION INC									
I 22884		CRACK SEALING	AP		R	9/16/2018		17,642.34	17,642.34CR	
		G/L ACCOUNT						17,642.34		
	001	5-210-2-63991	MAINTENANCE - STREET DEPT				17,642.34	CRACK SEALING		
			REG. CHECK					17,642.34	17,642.34CR	0.00
								17,642.34	0.00	

01-1596	MAILFINANCE									
I N7266525		POSTAGE MACHINE LEASE	AP		R	8/17/2018		846.78	846.78CR	
		G/L ACCOUNT						846.78		
	835	5-899-2-64151	COMMERCIAL EQPT RENTAL & LEASE				846.78	POSTAGE MACHINE LEASE		
			REG. CHECK					846.78	846.78CR	0.00
								846.78	0.00	

VENDOR SEQUENCE

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

01-1660	MANATTS INC								
I 910074		2.5 YD CONCRETE	AP		R	9/16/2018	301.25	301.25CR	
		G/L ACCOUNT					301.25		
	001 5-291-2-63991	MAINTENANCE				301.25	2.5 YD CONCRETE		
I 910083		9.5 YD CONCRETE	AP		R	9/16/2018	1,144.75	1,144.75CR	
		G/L ACCOUNT					1,144.75		
	001 5-290-2-63991	MAINTENANCE				1,144.75	9.5 YD CONCRETE		
							REG. CHECK	1,446.00	1,446.00CR
								1,446.00	0.00

01-2468	MOELLER TIPTON TIRE & AUTO								
I 37331		TIRE REPAIR	AP		R	9/16/2018	20.84	20.84CR	
		G/L ACCOUNT					20.84		
	001 5-430-2-65980	MISCELLANEOUS				20.84	TIRE REPAIR		
							REG. CHECK	20.84	20.84CR
								20.84	0.00

01-1914	OFFICE EXPRESS								
I 0672576-001		OFFICE SUPPLIES	AP		R	8/17/2018	155.30	155.30CR	
		G/L ACCOUNT					155.30		
	001 5-525-2-65060	OFFICE SUPPLIES				78.98	OFFICE SUPPLIES		
	835 5-899-2-65060	OFFICE SUPPLIES				36.97	OFFICE SUPPLIES		
	001 5-110-2-65980	MISCELLANEOUS				19.97	OFFICE SUPPLIES		
	001 5-650-2-65980	MISCELLANEOUS				19.38	OFFICE SUPPLIES		
							REG. CHECK	155.30	155.30CR
								155.30	0.00

01-2024	P & D ENTERPRISES								
I 2624		PLACEMAT AD	AP		R	8/17/2018	99.00	99.00CR	
		G/L ACCOUNT					99.00		
	001 5-465-2-64020	ADVERTISING				99.00	PLACEMAT AD		
							REG. CHECK	99.00	99.00CR
								99.00	0.00

VENDOR SEQUENCE

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

01-2070	POWER LINE SUPPLY									
I 56281497		7500 FEET WIRE	AP		R	8/17/2018		41,088.00	41,088.00CR	
		G/L ACCOUNT						41,088.00		
	630	5-820-2-65304	UNDERGROUND SUPPLIES				41,088.00	7500 FEET WIRE		
			REG. CHECK					41,088.00	41,088.00CR	0.00
								41,088.00	0.00	

01-2115	REPUBLIC SERVICES OF IOWA									
I 9026		RECYCLING SORT FEES	AP		R	8/17/2018		1,051.20	1,051.20CR	
		G/L ACCOUNT						1,051.20		
	670	5-841-2-65070	OPERATING SUPPLIES				1,051.20	RECYCLING SORT FEES		
			REG. CHECK					1,051.20	1,051.20CR	0.00
								1,051.20	0.00	

01-2136	RMB COMPANY INC									
I 1364		SERVICE CALL FOR PUMP	AP		R	9/16/2018		426.90	426.90CR	
		G/L ACCOUNT						426.90		
	630	5-821-2-63500	OPERATIONAL EQUIPT MAINT & REP				426.90	SERVICE CALL FOR PUMP		
			REG. CHECK					426.90	426.90CR	0.00
								426.90	0.00	

01-1239	STATE HYGIENIC LABORATORY									
I 142866		POOL TESTING	AP		R	9/16/2018		26.00	26.00CR	
		G/L ACCOUNT						26.00		
	001	5-465-2-64121	HEALTH SERVICES				26.00	POOL TESTING		
I 142867		WATER TESTING	AP		R	9/16/2018		190.00	190.00CR	
		G/L ACCOUNT						190.00		
	001	5-465-2-64121	HEALTH SERVICES				13.00	WATER TESTING		
	600	5-810-2-64920	TESTING FEES				177.00	WATER TESTING		
			REG. CHECK					216.00	216.00CR	0.00
								216.00	0.00	

VENDOR SEQUENCE

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

01-2450	TIPTON PHARMACY								
I 0718TP		PHARMACEUTICALS	AP		R	9/16/2018	239.54	239.54CR	
		G/L ACCOUNT					239.54		
	001 5-160-2-65070	OPERATING SUPPLIES				239.54	PHARMACEUTICALS		
				REG. CHECK			239.54	239.54CR	0.00
							239.54	0.00	

01-2489	TRANSWORLD SYSTEMS INC								
I 1881986		COLLECTION EXPENSE	AP		R	8/17/2018	5.00	5.00CR	
		G/L ACCOUNT					5.00		
	610 5-815-2-64040	COLLECTION EXPENSE				5.00	COLLECTION EXPENSE		
				REG. CHECK			5.00	5.00CR	0.00
							5.00	0.00	

01-2522	ULTRAMAX								
I 168971		AMMO	AP		R	8/17/2018	1,813.80	1,813.80CR	
		G/L ACCOUNT					1,813.80		
	001 5-110-2-65070	OPERATING SUPPLIES				1,813.80	AMMO		
				REG. CHECK			1,813.80	1,813.80CR	0.00
							1,813.80	0.00	

01-2553	UTILITY SALES & SERVICE INC								
I 22419		5 REDUCERS	AP		R	8/17/2018	90.45	90.45CR	
		G/L ACCOUNT					90.45		
	640 5-825-2-65308	MAINS				90.45	5 REDUCERS		
				REG. CHECK			90.45	90.45CR	0.00
							90.45	0.00	

01-2640	WENDLING QUARRIES INC								
I 737055		27.14 TN ROAD STONE & MANSA	AP		R	9/16/2018	287.68	287.68CR	
		G/L ACCOUNT					287.68		
	001 5-290-2-63991	MAINTENANCE				287.68	27.14 TN ROAD STONE & MANSAND		
I 737606		28.18 TN RD & EROSION STONE	AP		R	9/16/2018	325.84	325.84CR	
		G/L ACCOUNT					325.84		
	001 5-290-2-63991	MAINTENANCE				325.84	28.18 TN RD & EROSION STONE		

VENDOR SEQUENCE

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

				REG. CHECK				613.52	613.52CR	0.00
								613.52	0.00	

01-2700	XEROX CORPORATION									
I 094092028		BASE CHARGE & COPIES	AP		R	9/16/2018		1,693.71	1,693.71CR	
		G/L ACCOUNT						1,693.71		
	835 5-899-2-65070	OPERATING SUPPLIES					932.63	BASE CHARGE & COPIES		
	835 5-899-2-64151	COMMERCIAL EQPT RENTAL & LEASE					761.08	BASE CHARGE & COPIES		
				REG. CHECK				1,693.71	1,693.71CR	0.00
								1,693.71	0.00	

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

FUND DISTRIBUTION

FUND NO#	FUND NAME	AMOUNT
001	GENERAL GOVERNMENT	23,397.97CR
600	WATER OPERATING	177.00CR
610	WASTEWATER/AKA SEWER REVE	5.00CR
630	ELECTRIC OPERATING	42,982.88CR
640	GAS OPERATING	1,316.56CR
670	GARBAGE COLLECTION	4,170.20CR
810	CENTRAL GARAGE	5,752.34CR
835	ADMINISTRATIVE SERVICES	4,277.46CR
** TOTALS **		82,079.41CR

----- 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		82,079.41	82,079.41CR	0.00
		82,079.41	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		82,079.41	82,079.41CR	0.00
		82,079.41	0.00	

TOTAL CHECKS TO PRINT: 31

ERRORS: 0 WARNINGS: 0

City Credit Card Statement			999	1010		Card Ttl	9,966.28
Ambulance - One Card							
Bldg Maint Supplies (EL/GAS) - Paypal	dr	630	5	820	2	63100	67.50
	dr	640	5	825	2	63100	67.50
Vehicle Operations - MacLocks, Paypal	dr	001	5	160	2	63310	215.93
Compuer Supplies - AED Superstore	dr	001	5	160	2	64190	51.12
Total Charges							402.05
Electric - One Card							
Misc Supplies - State and Federal Poster	dr	835	5	899	2	65980	189.14
Dell Smart UPS - Dell	dr	630	5	821	2	64190	420.81
Misc Supplies - Walmart	dr	630	5	820	2	65980	44.21
Total Charges							654.16
Finance Director - One Card							
4th of July Supplies - Cobra Firing Systems	dr	001	5	620	2	65315	3,141.16
Total Charges							3,141.16
Fire - One Card							
Bldg Maint Supplies - Metal Building Supply	dr	001	5	150	2	63100	332.78
Vehicle Operations - W.S. Darley	dr	001	5	150	2	63310	-34.14
Misc Supplies - Walmart	dr	001	5	150	2	65980	150.32
Operating Supplies - Amazon, Lowes	dr	001	5	150	2	65070	218.30
Grounds Maint Supplies - Menards	dr	001	5	150	2	63200	63.81
Federal Signal Q Siren -	dr	001	5	150	3	67270	1,650.00
Total Charges							2,381.07
Gas - One Card							
Repair/Maint Supplies (FAC) - Pool Web	dr	001	5	465	2	63500	52.03
Gas Main Supplies - Full Source	dr	640	5	825	2	65308	364.94
Total Charges							416.97
JKFAC/Recreation - One Card							
Operating Supplies - Walmart, Amazon	dr	001	5	465	2	65070	195.86
Ball Attire - Epic Sports	dr	001	5	441	2	64350	-11.75
Operating Supplies - Amazon	dr	001	5	442	2	65070	9.99
Misc Supplies - Walmart, Swim Outlet, Dollar General	dr	001	5	465	2	65980	134.59
Operating Supplies - Walmart	dr	001	5	446	2	65070	24.06
Swimwear - Swim Outlet	dr	001	5	465	2	64350	-297.21
Concessions - Walmart	dr	001	5	465	2	65031	2.61
Total Charges							58.15
Library - One Card							
Postage/Shipping - USPS	dr	001	5	410	2	65080	161.94
Misc Supplies - Walmart	dr	001	5	410	2	65980	25.12
Materials - Amazon, Walmart	dr	001	5	410	2	65020	679.38
Program Supplies - Walmart, Family Foods	dr	001	5	410	2	65021	124.01
Office Supplies - Walmart, Better Containers, Demco	dr	001	5	410	2	65060	536.28
Total Charges							1,526.73
Police - One Card							
Travel Training - Marriott	dr	001	5	110	1	62980	342.21
Operating Supplies - Hitt Marking Devices	dr	001	5	110	2	65070	255.84
Misc Supplies - Simply Sooth	dr	001	5	110	2	65980	46.42
Dues - IACP	dr	001	5	110	1	62100	170.00
Fuel - Caseys	dr	810	5	899	2	65075	44.31
Postage/Shipping - USPS	dr	001	5	110	2	65080	16.65
Total Charges							875.43

APPLICATION FOR PAYMENT NO. 3

To: City of Tipton (JURISDICTION)

From: Heuer Construction, Inc (CONTRACTOR)

Contract: Street Improvement Project

Project: Div.1 - Lynn Street, Div. 2 - Old Muscatine Road, Div. 3A - South Street

JURISDICTION's Contract No.: _____ ENGINEER's Project No.: 5017256

For Work Accomplished Through the Date of: 8/6/2018

1. Original Contract Price:		<u>\$ 1,055,444.85</u>
2. Net Change by Change Orders and Written Amendments (+ or -):		<u>\$ 7,040.00</u>
3. Current Contract Price (1 plus 2):		<u>\$ 1,062,484.85</u>
4. Total Completed and Stored to Date:		<u>\$ 842,771.78</u>
5. Retainage (Per Agreement):		
5% of Completed Work:	<u>\$ 42,138.59</u>	
0% of Stored Material:		
Total Retainage:		<u>\$ 42,138.59</u>
6. Total Completed and Stored to Date Less Retainage (4 minus 5):		<u>\$ 800,633.19</u>
7. Less Previous Application for Payments:		<u>\$ 478,535.18</u>
8. DUE THIS APPLICATION (6 MINUS 7)		<u>\$ 322,098.01</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from JURISDICTION on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered -- through -- inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application of Payment will pass to JURISDICTION at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to JURISDICTION indemnifying JURISDICTION against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Payment of the above AMOUNT DUE THIS APPLICATION is requested.

Dated: 8-6-18
By: Heuer Construction, Inc.
(CONTRACTOR)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 8-7-2018
By: Garden & Associates, LDT
(ENGINEER)

Payment of the above AMOUNT DUE THIS APPLICATION is approved.

Dated: _____
By: City of Tipton
(JURISDICTION)

Pay Application No. 3
STREET IMPROVEMENT PROJECT
 Division 1: Lynn Street
 Division 2: Old Muscatine Road
 Division 3: South Street
 Tipton, Iowa - 2018

G&A 5017256

Heuer Construction, Inc.
 2360 Bypass 61
 Muscatine, IA 52761

No.	Item	Unit	Estimated Quantity	Unit Price	Quantities To Date	Extended Price	
Division 1: Lynn Street							
1.	2010-108-E-0	Excavation, Class 10, 12, or 13	CY	350	\$9.00	350.00	\$3,150.00
2.	2010-108-G-0	Subgrade Preparation	SY	1,205	\$2.00	1205.00	\$2,410.00
3.	2010-108-I-0	Subbase, Modified (6" Thick Modified Subbase)	SY	1,205	\$6.00	1205.00	\$7,230.00
4.	2010-108-L-0	Compaction Testing	LS	1	\$1,500.00	1.00	\$1,500.00
5.	4020-108-A-1	Storm Sewer, Trenched, RCP, 15"	LF	25	\$75.00	25.00	\$1,875.00
6.	4020-108-A-1	Storm Sewer, Trenched, RCP, 12"	LF	5	\$75.00	5.00	\$375.00
7.	4020-108-A-1	Storm Sewer, Trenched, PVC, 8"	LF	10	\$50.00	10.00	\$500.00
8.	4020-108-C-0	Removal of Storm Sewer, RCP, 12"	LF	25	\$10.00	25.00	\$250.00
9.	4040-108-A-0	Subdrain, Longitudinal, Perforated 4"	LF	655	\$7.65	648.00	\$4,957.20
10.	4040-108-D-0	Subdrain Outlets and Connections	EA	2	\$400.00	2.00	\$800.00
11.	6010-108-B-0	Intake, SW-501	EA	1	\$3,000.00	1.00	\$3,000.00
12.	6010-108-B-0	Intake, SW-503	EA	1	\$6,000.00	1.00	\$6,000.00
13.	6010-108-E-0	Manhole Adjustment, Minor	EA	1	\$250.00	1.00	\$250.00
14.	6010-108-H-0	Remove Intake	EA	2	\$400.00	2.00	\$800.00
15.	7010-108-A-0	Pavement, PCC, 7" Thick	SY	1,105	\$41.00	1105.00	\$45,305.00
16.	7010-108-I-0	PCC Pavement Samples and Testing	LS	1	\$1,000.00	1.00	\$1,000.00
17.	7030-108-A-0	Removal of Sidewalk	SY	5	\$10.00	8.50	\$85.00
18.	7030-108-A-0	Removal of Driveway	SY	250	\$6.00	250.00	\$1,500.00
19.	7030-108-E-0	Sidewalk, PCC, 6" Thick	SY	13	\$75.00	19.50	\$1,462.50
20.	7030-108-G-0	Detectable Warning	SF	20	\$25.00	30.00	\$750.00
21.	7030-108-H-1	Driveway, Paved, PCC, 6" Thick	SY	250	\$43.00	265.00	\$11,395.00
22.	7040-108-H-0	Pavement Removal	SY	1,105	\$6.75	1105.00	\$7,458.75
23.	8030-108A-0	Temporary Traffic Control	LS	1	\$1,700.00	1.00	\$1,700.00
24.	9010-108-A-0	Conventional Seeding, Seeding, Fertilizing, and Mulching	LS	1	\$1,000.00	1.00	\$1,000.00
25.	11,020-108-A-1	Mobilization	LS	1	\$2,250.00	1.00	\$2,250.00
26.	11,050-108-A-0	Concrete Washout	LS	1	\$750.00	1.00	\$750.00
Total Work to Date						\$107,753.45	

Pay Application No. 3
STREET IMPROVEMENT PROJECT
Division 1: Lynn Street
Division 2: Old Muscatine Road
Division 3: South Street
Tipton, Iowa - 2018

Heuer Construction, Inc.
2360 Bypass 61
Muscatine, IA 52761

No.	Item	Unit	Estimated Quantity	Unit Price		Extended Price	
Division 3: South Street - Alternate A							
1.	2010-108-E-0	Excavation, Class 10, 12, or 13	CY	1,530	\$13.00	1178.00	\$15,314.00
2.	2010-108-G-0	Subgrade Preparation	SY	15,350	\$1.10	11849.50	\$13,034.45
3.	2010-108-I-0	Subbase, Granular	TONS	1,600	\$22.00	736.00	\$16,192.00
4.	2010-108-J-1	Removal of Structure, Intakes	EA	2	\$400.00	2.00	\$800.00
5.	2010-108-L-0	Compaction Testing	LS	1	\$1,500.00	0.75	\$1,125.00
6.	4020-108-A-1	Storm Sewer Trenched, RCP, 18"	LF	121	\$80.00	119.00	\$9,520.00
7.	4020-108-A-1	Storm Sewer Trenched, RCP, 12"	LF	40	\$100.00	0.00	\$0.00
8.	4020-108-C-0	Removal of Storm Sewer, CMP, 12"	LF	40	\$10.00	0.00	\$0.00
9.	4020-108-C-0	Removal of Storm Sewer, RCP, 15"	LF	150	\$10.00	119.00	\$1,190.00
10.	5020-108-C-0	Fire Hydrant Assembly	EA	1	\$6,000.00	0.00	\$0.00
11.	5020-108-I-0	Fire Hydrant Assembly Removal	EA	1	\$1,000.00	0.00	\$0.00
12.	5020-108-F-0	Valve Box Extension	EA	2	\$250.00	0.00	\$0.00
13.	6010-108-B-0	Intake, SW-502, 48"	EA	1	\$3,000.00	1.00	\$3,000.00
14.	6010-108-B-0	Intake, SW-503	EA	1	\$6,000.00	1.00	\$6,000.00
15.	6010-108-E-0	Manhole Adjustment, Minor	EA	7	\$250.00	0.00	\$0.00
16.	6010-108-F-0	Intake Adjustment, Minor	EA	4	\$250.00	0.00	\$0.00
17.	6010-108-H-0	Remove Intake	EA	2	\$400.00	2.00	\$800.00
18.	6020-108-B-0	In-situ Manhole Replacement, Cast-in-place Concrete	VF	50	\$315.00	0.00	\$0.00
19.	7010-108-A-0	Pavement, PCC, 8" Thick	SY	14,020	\$43.50	11064.00	\$481,284.00
20.	7010-107-I-0	PCC Pavement Samples and Testing	LS	1	\$1,500.00	0.75	\$1,125.00
21.	7030-108-A-0	Removal of Sidewalk	SY	1	\$100.00	1.00	\$100.00
22.	7030-108-A-0	Removal of Driveway	SY	942	\$8.00	583.00	\$4,664.00
23.	7030-108-E-0	Sidewalk, PCC, 4" Thick	SY	1	\$100.00	0.00	\$0.00
24.	7030-108-H-1	Driveway, Paved, PCC, 6" Thick	SY	1,141	\$40.75	71.00	\$2,893.25
25.	7030-108-H-2	Driveway, Granular	TONS	16	\$17.50	15.44	\$270.20
26.	7040-108-H-0	Pavement Removal	SY	14,000	\$5.00	13300.00	\$66,500.00
27.	8020-108-B-0	Painted Pavement Markings, Solvent/Waterborne	STA	22	\$90.00	0.00	\$0.00
28.	8030-108-A-0	Temporary Traffic Control	LS	1	\$3,900.00	0.75	\$2,925.00
29.	9010-108-A-0	Conventional Seeding, Seeding, Fertilizing, and Mulching	LS	1	\$3,000.00	0.00	\$0.00
30.	9040-108-A-1	SWPPP Preparation	LS	1	\$1,500.00	1.00	\$1,500.00
31.	9040-108-A-2	SWPPP Management	LS	1	\$1,500.00	0.70	\$1,050.00
32.	9040-108-T-1	Inlet Protection Device	EA	8	\$100.00	4.00	\$400.00
33.	11020-108-A-1	Mobilization	LS	1	\$10,500.00	1.00	\$10,500.00
34.	11030-108-A-0	Maintenance of Postal Service	LS	1	\$500.00	0.80	\$400.00
35.	11050-108-A-0	Concrete Washout	LS	1	\$750.00	0.75	\$562.50
36.	XXXX-XXX-X-X	Mailbox-remove and reinstall	LS	1	\$1,500.00	0.50	\$750.00
37.	XXXX-XXX-X-X	Sign - Removal	LS	1	\$500.00	0.50	\$250.00
38.	XXXX-XXX-X-X	Temporary Granular Surfacing	TONS	150	\$17.50	50.00	\$875.00
	XXXX-XXX-X-X	Change Orer No. 1 - Detour Traffic Control	LS	1	\$7,040.00	0.75	\$5,280.00
	XXXX-XXX-X-X	Stored Materials	LS	1	\$37,722.00	0.33	\$12,448.26
Total Work to Date							\$660,752.66

Total Division 1, 2 & 3 \$842,771.78

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective as of August 20, 2018, between Garden & Associates, Ltd., 1701 3rd Avenue East - Suite 1, P.O. Box 451, Oskaloosa, Iowa 52577 hereinafter referred to as G&A, and City of Tipton, hereinafter referred to as the CLIENT.

1. This agreement will serve as authorization to perform certain professional services, generally described as follows: **Preliminary and Final Design, and Construction Observation and Administration for the preparation of plans and specifications, taking of bids and construction of the 2019 Street Improvements at the locations below:**

West 7th: Lemon Street west to City Limits
West 6th: Lynn Street to Locust Street

Alternate Bids will be taken for:
West 4th: Spruce Street to Orange Street
Sycamore Street: 2nd Street to 4th Street

2. The work consists of the following: **Street Improvements at the locations shown on Exhibit A**
3. Cost: **Total as outlined on Attachment C-01**
4. Terms of Agreement: **Bids will taken for HMA construction for segments listed above. Bids will be taken consistent with Iowa law and in a manner to allow Client to select any alternate work locations designated on Attachment C-01 as Projects 1, 2, 3 and 4 and as shown on Exhibit A.**
5. Date of Completion: **It is anticipated by and between the parties that the projects contemplated by this Agreement will be not start construction until June 2019 and be fully completed by September 2019.**

This Agreement and the attached General Conditions represent the entire and integrated Agreement between the CLIENT and Garden & Associates, Ltd. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written Instrument signed by both CLIENT and Garden & Associates, Ltd.

GARDEN & ASSOCIATES, LTD.

By: 
(Authorized Signature)

Date: 7-30-2018

Jack Pope, P.E.

(Typed or Printed Name)

CLIENT AUTHORIZATION:

By: _____
(Authorized Signature)

Date: _____

(Typed or Printed Name)

Phone Number: _____

(Address - Street/City/State/Zip)

Social Security or
Federal Tax ID No.: _____

ATTACHMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

GENERAL CONDITIONS

Reference Conditions: Garden & Associates, Ltd. will hereinafter be referenced as G&A and the above referenced CLIENT will be referred to as CLIENT. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

Change Order: The term "Change Order" as used herein is a written order to G&A and signed by G&A and CLIENT, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereto shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Billings/Payments: Invoices for services shall be submitted at G&A's option either upon completion of such services or on periodic basis. Invoices shall be payable within 45 days after the invoice date. If the invoice is not paid within 45 days, G&A may, without waiving any claim or right against the CLIENT and without liability whatsoever to the CLIENT, terminate the performance of the service. Retainers shall be credited on the final invoice.

The parties hereby agree and acknowledge that the fee payable to G&A as and for "construction phase" work (Attachment C-01) constitutes the cost that would be charged to the City if any only if the City opts to proceed with all four projects described in Attachment C-01. In the event the City elects not to proceed with any of the four projects contemplated by the agreement, then the construction phase costs shall be adjusted by an amount to be agreed upon by the parties that will reflect the actual Construction Phase work G&A will provide for the projects the City elects to complete.

Late Payments: Accounts unpaid 45 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of G&A. In the event any

portion or all of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection including reasonable attorney's fees.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Iowa.

Standard of Care: Services performed by G&A under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty of guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

Indemnification: The CLIENT shall indemnify and hold harmless G&A and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except G&A). G&A shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission and/or strict liability of G&A or anyone directly or indirectly employed by G&A (except the CLIENT). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the CLIENT and G&A, then the responsibility shall lie between the CLIENT and G&A in proportion to their contribution of negligence.

Terms: Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and affect from the date first written on the Agreement until the date of completion of the services or either party becomes insolvent, make an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate the Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, CLIENT shall pay and reimburse G&A for services rendered and costs incurred by G&A prior to the effective date of termination. The indemnification provisions stated herein shall survive the termination of this Agreement regardless of cause of termination.

Without Representation or Warranty: G&A makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor for such warranties to be implied with respect to the data or service furnished. G&A assumes no responsibility with respect to CLIENT's use thereof.

Applicability: These General Conditions, being part of an Agreement for Professional Services between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges and reimbursable expenses for services and costs incurred by G&A, they shall be based on the annually adopted Standard Rate Schedule of G&A for the period from March 1st through February 28th of each year. The Standard Rate Schedule will annually be subject to change each March 1st of each year.

Enforcement: In the event either party should fail to perform any obligation hereunder, the breaching party agrees to pay all costs of enforcement, including reasonable attorney fees and court costs. The parties further agree that in the event of litigation thereon, that the District Court of Cedar County shall have exclusive jurisdiction, unless waived in writing by G&A.

ATTACHMENT C-01

- Project 1:** West 7th Street (Lemon Street to City Limits)
Project 2: West 6th Street (Lynn Street to Locust Street)
Project 3: West 4th Street (Spruce Street to Orange Street)
Project 4: Sycamore Street (2nd Street to 4th Street)

a. Preliminary Design, Final Design & Bidding	\$ 18,000
b. Construction Phase	<u>\$ 22,800*</u>
TOTAL	\$40,800**

*Not to exceed cost. The specific amount to be paid by the City to G&A for Construction Phase services shall be agreed upon by the parties based upon the proposed projects the City chooses to complete.

**Not to exceed \$40,800. The total shall be subject to adjustment based upon the proposed projects the City chooses to complete.

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective as of August 20, 2018, between Garden & Associates, Ltd., 1701 3rd Avenue East - Suite 1, P.O. Box 451, Oskaloosa, Iowa 52577 hereinafter referred to as G&A, and City of Tipton, hereinafter referred to as the CLIENT.

1. This agreement will serve as authorization to perform certain professional services, generally described as follows: **Survey and Drafting services as required to provide Annexation Plat**
2. The work consists of the following: **Preparation of Annexation Plat for 255 feet along Old Muscatine Road.**
3. Cost: **Not to Exceed \$2000**
4. Terms of Agreement: **G&A will begin work with 30 days of receiving signed agreement.**
5. Date of Completion: **by October 30, 2019.**

This Agreement and the attached General Conditions represent the entire and integrated Agreement between the CLIENT and Garden & Associates, Ltd. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written Instrument signed by both CLIENT and Garden & Associates, Ltd.

GARDEN & ASSOCIATES, LTD.

By: _____
(Authorized Signature)

Date: _____

Jack Pope, P.E.

(Typed or Printed Name)

CLIENT AUTHORIZATION:

By: _____
(Authorized Signature)

Date: _____

(Typed or Printed Name)

Phone Number: _____

(Address - Street/City/State/Zip)

Social Security or
Federal Tax ID No.: _____

ATTACHMENT TO AGREEMENT FOR PROFESSIONAL SERVICES GENERAL CONDITIONS

Reference Conditions: Garden & Associates, Ltd. will hereinafter be referenced as G&A and the above referenced CLIENT will be referred to as CLIENT. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

Change Order: The term "Change Order" as used herein is a written order to G&A and signed by G&A and CLIENT, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereto shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Billings/Payments: Invoices for services shall be submitted at G&A's option either upon completion of such services or on periodic basis. Invoices shall be payable within 45 days after the invoice date. If the invoice is not paid within 45 days, G&A may, without waiving any claim or right against the CLIENT and without liability whatsoever to the CLIENT, terminate the performance of the service. Retainers shall be credited on the final invoice.

The parties hereby agree and acknowledge that the fee payable to G&A as and for "construction phase" work (Attachment C-01) constitutes the cost that would be charged to the City if any only if the City opts to proceed with all four projects described in Attachment C-01. In the event the City elects not to proceed with any of the four projects contemplated by the agreement, then the construction phase costs shall be adjusted by an amount to be agreed upon by the parties that will reflect the actual Construction Phase work G&A will provide for the projects the City elects to complete.

Late Payments: Accounts unpaid 45 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of G&A. In the event any

portion or all of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection including reasonable attorney's fees.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Iowa.

Standard of Care: Services performed by G&A under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty of guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

Indemnification: The CLIENT shall indemnify and hold harmless G&A and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except G&A). G&A shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission and/or strict liability of G&A or anyone directly or indirectly employed by G&A (except the CLIENT). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the CLIENT and G&A, then the responsibility shall lie between the CLIENT and G&A in proportion to their contribution of negligence.

Terms: Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and affect from the date first written on the Agreement until the date of completion of the services or either party becomes insolvent, make an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate the Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, CLIENT shall pay and reimburse G&A for services rendered and costs incurred by G&A prior to the effective date of termination. The indemnification provisions stated herein shall survive the termination of this Agreement regardless of cause of termination.

Without Representation or Warranty: G&A makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor for such warranties to be implied with respect to the data or service furnished. G&A assumes no responsibility with respect to CLIENT's use thereof.

Applicability: These General Conditions, being part of an Agreement for Professional Services between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges and reimbursable expenses for services and costs incurred by G&A, they shall be based on the annually adopted Standard Rate Schedule of G&A for the period from March 1st through February 28th of each year. The Standard Rate Schedule will annually be subject to change each March 1st of each year.

Enforcement: In the event either party should fail to perform any obligation hereunder, the breaching party agrees to pay all costs of enforcement, including reasonable attorney fees and court costs. The parties further agree that in the event of litigation thereon, that the District Court of Cedar County shall have exclusive jurisdiction, unless waived in writing by G&A.

I-5

**New Plow Truck
Recommendation**

We have looked at the needs of our Plow Trucks, both current and future. The following chassis' are what we have found that will fill the need.

- | | | |
|--|-------------|-----------------|
| 1. Freightliner 108SD MY2019-2020 | \$79,717.00 | Truck Country |
| 2. Freightliner 108SD MY2019-2020 | \$82,117.00 | NJPA/Sourcewell |
| 3. International HV607 SBA MY2019-2020 | \$85,266.00 | Thompson |

I recommend the Freightliner chassis from Truck Country for this Truck.

The Body Package, consisting of the Plow, Sander, Dump Box, Hydraulics, Lighting and Controls from Henderson Manufacturing for \$60,838.00 is the one we have chosen for this Truck.

This Truck is very similar to the last 2 trucks the City of Durant purchased. If anyone has questions, let me know.

Klay Johnson
Fleet Supervisor
City of Tipton

I-6

City of Tipton

Memo

To: Mayor Carney, City Council Members and City Manager Brian Wagner

From: Steve Nash, Director of Public Works

Date: August 15, 2018

Re: Street repair on Orange Street

The sewer replacement on the south end of Lemon Street has created additional street related concerns. The only route to and from the site was sometimes limited to Orange street between 1st and 2nd Street. This street, of course, was not designed or built for heavy loads and did not surprise us when it started to deteriorate. The area that we are mostly concerned about is adjacent to the Senior Center Dining parking lot. The uneven road surface presents some safety concerns for older folks walking to and from there vehicles. If we could mill, level and overlay the existing surface with 2.5 inches of asphalt, it should last for several years and provide a safe walking surface.

I have enclosed the quote from Kluesner. They would incorporate this work into their work schedule when they come to town with their paver to do the intersection of North Ave and East 10th. This area is 120 ft. by 25 ft. wide (the entire width of the street). If anyone would like to view this area with me, I'd be happy to show you the concerns we have. Thanks for considering this improvement.



1007 1st Ave. NW * PO Box 355 * Farley, IA 52046
 (563) 744-3422 Fax (563) 744-3146
 Fed ID # 42-1463491

kluesnerconstruction.com

PROPOSAL

DATE	ESTIMATE #
8/13/2018	17342

NAME / ADDRESS	CELL NUMBER	FAX NUMBER	PHONE NUMBER
CITY OF TIPTON 407 LYNN ST TIPTON, IA 52772-1633	563-886-4275	563-886-3953	563-886-6187
	LOCATION		

DESCRIPTION	TOTAL
ASPHALT OVERLAY OF ORANGE ST. BETWEEN 2ND ST. AND 1ST ST. 120 X 25 3,000 SQ FT MILL NEXT TO CURB LINE POWER BROOM, CLEAN AND TAC FURNISH AND PLACE 2-1/2" OF ASPHALT INCLUDING LEVELING COURSE ** NOTE: CITY WILL SUPPLY TAX EXEMPT CERTIFICATE	6,345.00
WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. SIGN:	TOTAL \$6,345.00

PAYMENT DUE UPON COMPLETION OF THE WORK. PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN ____ DAYS.

SIGNATURE _____

AGENDA ITEM: (City Hall will fill in this blank)

I-7

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	8/20/2018
AGENDA ITEM:	State Interop Radio Agreement - Ambulance
ACTION:	Council consideration, Motion to approve MOU for the State of Iowa Interop System. Roll call vote to approve, amend, table or deny.

SYNOPSIS:

The State of Iowa has been creating a state wide radio network that is available for use by all public safety organizations at no charge. The state is currently working at increasing coverage for this network across the state, in order to provide a centralized network for emergency communications. At this time, all of our emergency services utilize the radio network owned by Cedar County EMA. By entering into an agreement with the State of Iowa, our team would also have the opportunity to add the radio talk groups that are being created by the State of Iowa.

This would increase our communication resources, communications platforms, area of reception ability to work with other agencies. This year, the Cedar County Fire Operations channel will be migrated from an analog radio signal to a digital P25 radio signal. Most of our radios will require reprogramming. This would be an excellent opportunity to add these State interop talk groups to our radios.

By entering into this agreement, the City of Tipton would be stating that it is wishing to join the State interoperability network. There are no annual user fees associated with joining this network.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Ambulance/ Fire

MAYOR/COUNCIL ACTION: Consideration, motion and roll call vote to approve, table or deny.

ATTACHMENTS: Interop State MOU Agreement

PREPARED BY: Brad Ratliff

DATE PREPARED: 8/15/2018

MEMORANDUM OF AGREEMENT

This Agreement is made and entered into by and between the Iowa Statewide Interoperable Communications System Board (ISICSB) and _____(USER).

Section 1. Definitions/Terminology.

1.1 The Iowa Statewide Interoperable Communications System Board (ISICSB) is established pursuant to Iowa Code Section 80.28 under the joint purview of the Iowa Department of Public Safety (DPS) and the Iowa Department of Transportation (DOT). The duties of ISICSB are described in Iowa Code Section 80.29.

1.2 _____(USER) is a governmental entity that is one of the following: a political subdivision of the State of Iowa under the Iowa Constitution; a separate legal entity created pursuant to Iowa Code Chapter 28E, Iowa Code; public safety as defined in Section 1.3 of this Agreement; or public services as defined in Section 1.4 of this Agreement. Subject to the approval of the ISICSB, there may be more than one USER within the geographic boundary of a political subdivision. Likewise, identifying a USER as a specific political subdivision does not exclude other political subdivisions, public safety, or public services within the geographical boundaries of the political subdivision from being considered and approved for access to the Iowa statewide interoperable communications system, if they are not already part of another USER's application.

1.3 "Public safety" for purposes of this Agreement means one or more of the following:

- a) Law enforcement agencies which have one or more sworn law enforcement officers;
- b) Fire departments, including paid or volunteer fire departments and benefitted fire districts;
- c) Emergency medical services, including but not limited to first responders, EMTs, paramedics, or ambulance services, whether paid or volunteer;
- d) E911 dispatch entities;
- e) Corrections facilities with one or more correctional officers;
- f) Hazardous materials teams that are part of law enforcement, fire department or other governmental entity;
- h) The Iowa National Guard;
- i) Private safety entities as defined in Iowa Code section 34.1(2), including but not limited to Medical or osteopathic hospitals, clinics or treatment facilities;
- j) Any other entity deemed to be public safety by the ISICSB.

1.4 "Public services" includes but is not limited to, one or more of the following:

- a) Entities which provide water or sewer services;
- b) Public health entities;
- c) Emergency management agencies;
- d) Nuclear power facilities and responders;
- e) Hazardous materials teams, other than as defined in Section 1.3(f) of this Agreement;

- f) Search and rescue or search recovery teams;
- g) Highway transportation maintenance including but not limited to the Iowa Department of Transportation and local county engineers;
- h) Snow removal;
- i) Waste removal;
- j) Entities which provide electric, gas, or other utilities;
- k) College or university services;
- l) Schools and school districts;
- m) Airports and aviation services;
- n) Towing services;
- o) Any other public services deemed appropriate by ISICSB.

1.5 The “Iowa statewide interoperable communications system” (ISICS), also referred to as the “Iowa radio interoperability platform” means the statewide integrated public safety communications interoperability system described in Iowa Code Section 80.28.

“ISICS” is more specifically described as a Project 25 (P25) 700/800 MHz Phase 2, two-slot, 6.25 kHz, Time Division Multiple Access (TDMA) platform, DAQ at 3.4 with GOS of 1% or less, designed initially to provide 95 percent mobile coverage across Iowa’s geographic area. This platform is optimally designed for use by 700/800 MHz two-slot, TDMA subscriber units to ensure efficient effective use of the slots/channels available.

1.6 “Interoperability” means the ability of public safety and public services and their personnel to communicate and to share data on an immediate basis, on demand, when needed, and when authorized.

1.7 “Platform” means statewide operations, interoperability, and redundant backup systems.

1.8 “Network” is two or more systems connected together or connected to one or more other system(s), but lacking statewide operations or coverage.

1.9 “System” is a single stand-alone communications system of less than statewide coverage which has the capability to operate autonomously, and which can be connected to a network or platform.

1.10 “Equipment” includes but is not limited to towers, antennas, cables, emergency generators and other tangible items necessary for the platform to operate within contractual guidelines.

1.11 “Subscriber unit” refers to any Project 25 type accepted radio equipment and ISICS-approved equipment that can be deployed or used on the platform, and includes but is not limited to any radio, agency radio, or any kind or type of radio for use by an individual, or any equipment deployed on ISICS or which may become connected to ISICS, whether directly or indirectly. In addition radio communications equipment must be certified under DHS P25 CAP program.

1.12 “User fee” means a fee, cost, payment, reimbursement or benefit of any kind that is required as a condition for a subscriber or other USER to access and use ISICS. “User fee” does not prohibit fees or other costs for access to or use of local operational communications that are separate from ISICS.

1.13 “System Administrator” means the Department of Public Safety and its designated employees which have the management and oversight of the ISICS platform, including but not limited to: grade of service; adding and removing user IDs or subscriber units on ISICS; day to day operations; coordination of networks or systems; future changes, including but not limited to expansions, modifications, upgrades, or enhancements of software, hardware, or both; activating, re-activating, or deactivating subscriber units; and carrying out the decisions of the User Group Committee and the ISICSB relating to the use or continued use of ISICS by USER. The System Administrator has the primary responsibility for maintaining the overall system platform performance to keep operations working for the greatest number of users of ISICS.

Section 2. Purpose.

2.1 The ISICSB and USER mutually desire to enter into this Agreement. The purpose of the Agreement is to:

- 2.1.1 Allow the USER to connect with and access the Iowa statewide interoperable communications system (ISICS) platform for operability and/or interoperability, and to share any and all enhancements made by USER without any additional cost with any other user authorized to use ISICS;
- 2.1.2 Enhance the ability of public safety and public services personnel to communicate and share voice/data communications across disciplines and geographical boundaries on an immediate basis, on demand, when needed, and when authorized;
- 2.1.3 Establish minimum criteria for and configuration of subscriber units used on this platform;
- 2.1.4 Ensure that any subscriber units or equipment deployed on or connected to ISICS are maintained pursuant to all requirements established by the ISICSB, including but not limited to the requirements published at (<https://isiczb.iowa.gov>), and which include but are not limited to current Project 25, 700/800 MHz 6.25 kHz two-slot Phase 2 TDMA, or future hardware and software standards which may be necessary for security, management of platform, maintenance of infrastructure and subscribers, and other elements as determined by the ISICSB User Group Committee (UGC);
- 2.1.5 Ensure that USER will, at USER’s own cost, abide by any and all federal or state laws, rules and regulations; and any and all rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB as a part of the development, management or operation of the ISICS platform.

Section 3. Authority.

3.1 The Iowa Department of Public Safety and the Iowa Department of Transportation are agencies of the State of Iowa. The Iowa Department of Public Safety is established pursuant to Iowa Code section 7E.5(1)(o) and created in Iowa Code Section 80.1, and the Iowa Department of Transportation is established pursuant to Iowa Code section 7E.5(1)(r) and created in Section 307.2.

3.2 The Iowa Statewide Interoperable Communications System Board (ISICSB) is established pursuant to Iowa Code Section 80.28. The statutory authority and duties of the ISICSB are described in Iowa Code Sections 80.28 and 80.29.

3.3 The USER has authority to enter this agreement as a governmental entity that is either a subdivision of the State of Iowa under the Iowa Constitution or Iowa laws; or is a separate legal entity created pursuant to Iowa Code Chapter 28E, Iowa Code; or is public safety as defined in Section 1.3 of this Agreement; or is public services as defined in Section 1.4 of this Agreement.

3.4 "USER" also includes governmental entities or 28E boards who contract from another governmental entity or a non-governmental entity for public safety or public services.

Section 4. Duration.

4.1 This Agreement shall continue in force and effect until terminated. Either party may terminate this Agreement without cause by giving written notice to the other party at least three hundred sixty-five days (365) prior to the date of termination in the Notice; or, this Agreement may be terminated by mutual agreement.

4.2 The ISICSB, in its sole discretion, may also terminate this Agreement immediately as set forth in this Agreement for violations of any and all federal or state laws, rules and regulations; and any and all rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB, if such action is necessary as determined by the ISICSB. Notice of any such termination shall be provided in accordance with Section 5 of this Agreement.

4.3 The ISICSB may also terminate this Agreement at any point if sufficient funding is not appropriated; and if such funding is not available from other funding sources, in the sole determination of ISICSB.

Section 5. Notifications.

Any notice required to be given under this Agreement will be provided in writing to:

Iowa Statewide Interoperability Communication System Board

Attn: ISICS System Administrator

Iowa Department of Public Safety

Oran Pape State Office Building

215 East 7th Street

Des Moines, IA 50319

AND by email to: iowanet@iowa.gov

USER/Public Safety/Public Services: _____

By: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Phone Number: _____

Email: _____

Section 6. Participation

6.1 It is mutually understood and agreed that all decisions regarding participation of the USER in the ISICS require the approval of the ISICSB. Only after the application is accepted and the MOA has been approved and signed by all parties can the USER move forward with the process of connecting to ISICS.

6.2 Older technology Frequency Division Multiple Access (FDMA) 12.5 kHz subscriber units consume twice the radio spectrum compared to TDMA radios for which ISICS was designed. FDMA radios and equipment may be deployed on or connected to ISICS only with the express written approval of the ISICSB.

6.3 The Board may contact the USER to request additional information about the USER's use of the system and those elements affecting grade of service of the system period.

6.4 The ISICSB or their representatives may also work cooperatively with the USER to assist the USER in gathering necessary information and documentation to comply with the technical and operational data collection requirements for connection to ISICS.

6.5 The ISICSB has the sole authority to make the final decision as to whether a particular USER is allowed to connect to or use ISICS. The ISICSB will not unreasonably withhold approval.

6.6 If the ISICSB or ISICS system administrator determines that a USER, any equipment, or any subscriber unit is not in compliance with any of the federal or state laws, rules and regulations; or any of the rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB for participation in and use of the ISICS, the system administrator may terminate that USER's, unit's or equipment's connection to and use of ISICS, or terminate the USER or the non-compliant unit or equipment from the platform. This termination may be immediate if it is determined the USER, unit, equipment, or usage of ISICS is compromising the safety, security, integrity or use of the ISICS regardless of whether the problem is the fault of the USER. The ISICSB will notify the USER within 72 hours of the circumstances which led to the immediate disconnection of USER, unit or equipment from ISICS. The ISICSB has the sole discretion to determine whether grounds exist to terminate the

USER, unit, or equipment from ISICS. While efforts will be made to notify USER or the owner of the unit or equipment prior to any termination of services or disconnection of the equipment ISICSB does not owe a duty to keep the USER or the unit or equipment connected if the USER, unit, or equipment is non-compliant. If a USER, unit, or equipment is terminated, the ISICSB may, in its discretion, decide to not allow the USER, unit or equipment to again connect to and use ISICS.

If USER, or a unit or equipment is immediately terminated and it is later determined that the USER, unit or equipment will no longer be allowed on ISICS, the ISICSB shall provide written reason(s) for the decision to USER or the unit's or equipment's owner, and shall also including the requirements, if any, that USER or the unit's or equipment's owner may do to correct the matter causing termination and again rejoin ISICS.

6.7 USER, including any and all public safety and public services included in USER's application, agree to abide by any and all federal or state laws, rules and regulations; and any and all rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established or published by the ISICSB as a condition of continued participation on ISICS. USER shall also designate a representative as a non-voting member of the UGC committee. It is preferred, but not required, that the representative be a member of public safety that is part of USER's application and within the geographical boundaries of USER.

6.8 Review of decisions made by the ISICSB shall be in accordance with 661---600.5[80], Iowa Administrative Code, and Iowa Code Chapter 17A.

Section 7. No User Fees

7.1 The funding for the construction and operating costs of the Iowa Statewide Interoperability Communications System is through state appropriations. The ISICS is owned and/or leased by the State of Iowa, and authorized USERS will be allowed to connect their approved radio equipment with ISICS and use ISICS for voice radio communication purposes. Neither USER nor any other political subdivision of the State of Iowa, nor any public safety nor public services has any ownership interest in ISICS as a result of signing this Agreement; purchasing, adding, or upgrading equipment; or connecting to or using ISICS. Any additional equipment which may be purchased which may be construed as adding or upgrading equipment to enhance or improve or connecting to or for using ISICS shall be at the sole expense of the USER or the owner of the unit or equipment and will not be reimbursed by the State of Iowa or ISICS. At this time, there will be no user fees charged or collected for the use of ISICS by the State of Iowa. As part of this agreement, the USER understands and agrees that USER may not charge a fee as part of connecting to or using ISICS, and may not charge a fee for the use of any changes, upgrades, expansions, or enhancements made by USER as part of connecting to or using ISICS.

Section 8. Duties and Responsibilities of USER, Public Safety, and Public Services

8.1 USER, including any and all public safety and public services acknowledge its/their obligation to be aware of and comply with any and all federal or state laws, rules and regulations; and any and all rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB, related to the use of ISICS, including but not limited

to radio user training requirements, radio operating guidelines, audit, monitoring and compliance. USER, including any and all public safety and public services that are a part of USER's application further understand and agree that those same federal or state laws, rules and regulations; and rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB are applicable to personnel from the USER and all public safety and public services which are part of USER's application and who are issued radios for operation on ISICS. USER shall also ensure that any and all software releases and/or software upgrades required by the ISICSB shall be installed at the expense of USER, or the unit's or equipment's owner. USER, including any and all public safety and public services that are a part of USER's application shall also ensure that all radios and other equipment deployed on or connected to ISICS are in compliance with any and all federal or state laws, rules and regulations; and any and all rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB. These expenses shall not be reimbursed by the State of Iowa or the ISICSB.

8.2 The ISICSB website is: <https://isicsb.iowa.gov>. The USER understands and agrees that it is USER's responsibility to monitor the website for information regarding ISICS and information regarding updates and upgrades that may affect the USER's, public safety's or public services' access to and use of ISICS, or, their equipment. The ISICSB will also provide notifications through other means including but not limited to emails.

8.3 USER further agrees to arrange for and provide information regarding end radio user training of all personnel who will be using a subscriber unit on ISICS, including but not limited to: required training; persons authorized to program equipment or subscriber units on ISICS; proper radio usage; operation of the ISICS system; use of interoperability talk groups; the type of acceptable encryption and encrypted talk groups; storm plans in the event of catastrophic overuse of the system; backup or disaster procedures in the event of impairments to ISICS; interoperability protocols and standards; and understanding of and conformance to any and all federal or state laws, rules and regulations, and any and all rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB.

8.4 USER understands that the State of Iowa is the owner/lessee of ISICS. USER and any and all public safety or public services which are a part of USER's application agree to conform to and abide by any and all of the ISICSB's rules, regulations, policies, procedures, protocols, guidelines, standards or requirements, whether technical or operational guidelines as applicable, and whether posted to the ISICSB website or sent directly to USER. USER and any and all public safety or public services which are a part of USER's application understand that those same technical and operational rules, regulations, policies, procedures, protocols, guidelines, standards or requirements are applicable to the personnel of USER or public safety or public services which are a part of the USER's application and who are issued subscriber units to be used on ISICS. USER and any and all public safety and public services that are a part of USER's application agree and acknowledge their obligation to be aware of and conform to federal laws, rules, regulations pertaining to the use of ISICS, including but not limited to the Communications Act of 1934 as amended and Part 90 of the Federal Communications Commission Rules and Regulations.

8.5 If USER becomes aware that any USER personnel or personnel from public safety or public services which are part of USER's application may have violated any federal or state laws, rules and regulations; or any rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB or any of the provisions of this Agreement, USER agrees to take immediate and appropriate investigative and any necessary corrective action to stop the violation and eliminate any reoccurrence. USER further agrees to promptly, within 24 hours, notify the ISICSB system administrator of the improper use or violation by contacting the system administrator of the ISICSB at the contact information listed on the website.

8.6 USER, including any public safety or public services that are a part of USER's application agree to immediately notify the ISICSB of any missing, lost or stolen subscriber units so the units can be de-activated and removed from access on the system. To re-activate a unit, USER or the unit's owner may contact the system administrator. The system administrator shall determine whether re-activation should occur. Re-activation shall not be unreasonably withheld.

8.7 The ISICSB may de-certify subscriber units or radio operating software versions which become obsolete for reasons that include but are not limited to: 1) which are unsafe to use; 2) which impair the performance of ISICS; 3) which are no longer supported by the radio manufacturer; 4) which are no longer supported by the ISICSB; 5) which exhibit substantial defects; 6) which impair implementation of system upgrades; 7) which have become unreliable; or 8) which become economically unfeasible to maintain. Except in those cases affecting safety or performance impacts to ISICS, the ISICSB will make reasonable efforts to avoid de-certification of radios leased to or owned by USER or public safety or public services that are a part of USER's application which have not been fully depreciated, as determined by the original purchase date as "new" equipment after the date of manufacture, and will further make reasonable efforts to provide USER, public safety or public services that are a part of USER's application with one (1) year of advance notice prior to decertification. Decertified radios or radios operating with decertified software will not be allowed to access or use ISICS, unless such radios and software are brought into compliance with current ISICS policies, procedures and other requirements.

8.8 After review and approval of the USER's application, the ISICSB will allocate to USER, on a fair and non-discriminatory basis, sufficient system resources including but not limited to talk groups, announcement groups, and radio unit IDs to provide USER and the public safety and public services that are a part of USER's application with the grade of service identified on the fleet map approved by the ISICSB. USER further understands that if USER desires additional resources to provide additional usage, then USER shall be responsible at USER's sole expense for the additional upgrades and infrastructure to ISICS to carry the additional traffic load, and such upgrades and infrastructure will not be reimbursed by the State of Iowa or ISICS. Talkgroups and radio units may be prioritized to ensure that emergency communications will always have first priority. The USER shall also enter into an appropriate maintenance agreement or addendum to an existing maintenance agreement that will include all software and equipment, and provide a copy to the ISICSB.

8.9 Any upgrades or additions to infrastructure and equipment must allow for all ISICS users to benefit, not just the USER. Any additional infrastructure that is leased or constructed by the USER and which is connected to ISICS with the agreement of the ISICSB shall be covered in an addendum to this agreement and incorporated by reference. USER agrees that in all cases, unless USER makes specific application to ISICSB and Board approves USER's application for exclusive use of the additional infrastructure, all new towers or ISICS transmit/receive locations shall have operational interoperability channels, and any necessary supporting equipment including but not limited to repeaters and emergency power battery backup in all channel bands in accordance with any applicable federal or state laws, rules and regulations; or any rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by ISICSB or any of the provisions of this Agreement. Additionally, all such equipment shall be installed and maintained by USER at the USER's expense. All system users shall have access to all interoperability channels of ISICS regardless of whether USER or another agency or entity pays for the improvements, enhancements, equipment or increased system capacity. The ISICSB may allow partitioning to occur, to enable a USER to upgrade and add equipment to benefit the USER's main operational communications, so long as the USER also allows unlimited access to ISICS of at least two (2) talk groups for ISICS users which allows for the user to monitor those talk groups for officer safety.

8.10 The USER understands and agrees that the quality of service must be maintained on ISICS. If the USER adds additional subscribers or subscriber units which affect the quality of service, the USER shall be required to add or upgrade equipment at the USER's cost as needed to ensure that the quality of service remains the same. USER also understands and agrees to maintain current system release levels of ISICS in accordance with the information posted on the ISICS website.

Section 9. Administration

9.1 The ISICSB shall carry out its statutory duties contained in Iowa Code Sections 80.28 and 80.29 for interoperable communications.

9.2 It is the intent of the ISICSB to allocate to USER sufficient resources on ISICS to provide USER with an appropriate level of statewide interoperable service. If equipment or infrastructure upgrades are required, USER is required to provide those upgrades in order to access and use ISICS, at the USER's sole expense, and which will not be reimbursed by the State of Iowa or by the ISICSB.

9.3 The ISICSB has the sole responsibility and authority to administer the ISICS database records relating to the USER's radios and use of ISICS, and records containing the information related to inventory of equipment accessing or operating upon ISICS including but not limited to, configuration, programming history, software version control, radio IDs, service levels, statistical usage analysis, and other information for USER's subscriber radios on ISICS. Such records are confidential records under state and federal law.

As part of its duties, the ISICSB or authorized ISICS personnel may periodically monitor talk groups for system management purposes. Such monitoring may be without notice and may

be recorded. The ISICSB, User Group Committee or system administrator may conduct or arrange for periodic audits of ISICS. The audits may be with or without notice to the USER, public safety or public services using ISICS. The audits may include but are not limited to monitoring talkgroups for proper or improper usage and identifying unused subscriber units and talkgroups. The results and any issues identified in the audits will be shared with and discussed with USER and the public safety and public services that are part of USER's application, as appropriate in the discretion of the ISICSB.

9.4 The ISICSB shall hold and administer all FCC licenses required to operate ISICS on behalf of the users of ISICS. USER shall operate as authorized mobile, portable, and control station units under the applicable ISICS state radio station FCC radio licenses. Any additional local channels required by the USER will be licensed by the USER. The ISICSB will only be responsible for the statewide channels.

9.5 USER acknowledges that complete coverage of any area at all times is improbable. There may be adverse transmission conditions such as short-term unpredictable meteorological effects and other interference or conditions that can interrupt ISICS. Likewise, there can be other causes beyond the reasonable control of the ISICSB that may require corrective devices or software programming at the USER's expense, which will not be reimbursed by the State of Iowa or by the ISICSB.

Section 10. Confidentiality

10.1 To the extent authorized by federal and state law, the following records and information, including but not limited to: the system data files, the system key files, encryption key files, location of cores, core equipment, relay stations, equipment locations, USER IDs, system WACN, and any other information which may compromise the security and/or integrity of the ISICS platform are confidential records and may not be released or in any manner disseminated to any unauthorized person. In the event that any USER, public safety or public services learns that any person, entity or agency has improperly disseminated or obtained any confidential information regarding ISICS, the USER, public safety or public services will immediately notify the ISICSB of the breach and take appropriate actions including but not limited to restricting access of USER, public safety or public services personnel to ISICS and terminating the affected units and equipment from ISICS.

Section 11. Entire Agreement

11.1 This document is the entire agreement between the parties. This agreement may be amended in writing from time to time by mutual consent of the parties and additional terms added through an addendum to this agreement. All amendments and addendums to this agreement shall be fully executed by both parties, and shall be incorporated by reference and attached to this agreement.

Section 12. No Joint Venture

12.1 This Agreement does not create a joint venture, partnership, or employment relationship between the parties. This Agreement is not created pursuant to Chapter 28E, and is not an exercise of joint powers.

Section 13. Liability

13.1 Each party agrees, to the extent allowed by law, to assume all risks of liability arising out of the party's operations conducted pursuant to this Agreement. To the extent allowed by law, the full legal and financial responsibility for injury, disability or death of an employee shall remain with the employee's respective employer.

13.2 Provided, however, that liability for any negligent or willful acts undertaken outside the terms of this MOA will be the sole responsibility of the respective employee and/or party involved.

Section 14. Severability

14.1 If any provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this agreement.

Section 15. Execution

15.1 It is mutually understood and agreed that this Agreement is effective when the agreement has been approved and signed by the USER's governing board if any, or signed by the public safety's or public services' authorized official, and, approved and signed by the ISICSB and approved by the appointed official of the agency.

IN WITNESS HEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Memorandum of Agreement and have caused their duly authorized representatives to execute this agreement.

Iowa Statewide Interoperability Communications Board

By: _____ Date: _____

Name: _____

Title: _____

(USER/Subscriber) _____

By: _____ Date: _____

Name: _____

Title: _____

Iowa Department of Public Safety

By: _____ Date: _____

Name: _____

Title: Commissioner

Iowa Department of Transportation

By: _____ Date: _____

Name: _____

Title: Director

AGENDA ITEM # I-8

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	August 20, 2018
AGENDA ITEM:	Estimated boring costs for 4" and 2" main Oakridge Estates/Secluded Ridge
ACTION:	Motion

SYNOPSIS:

We have two boring options for Oakridge Estates/Secluded Ridge additions.

Option #1 Bore the 2" pipe on the east and south sides of both additions. Estimated cost would be \$19,206. This area is where all the new construction is currently being done. This was the original plan.

Option #2 Bore the 2" pipe on the east and south sides of both additions like option 1 but also bore 11 service lines to service homes located on the west and north sides of the additions. These are existing homes that already have lp or electric heat. This would give them the option for natural gas. This would add an estimated cost of \$6,050. This option is meant to reach more potential number of customers than the original concept would have reached.

As additional information: We ran into a large cement culvert half way to the airport road which will require boring. This will incur extra boring cost estimated at \$3,360. The original estimate was \$2,400 but because of the concrete culvert it, will raise the estimate for this portion of boring to \$5,760.

BUDGET ITEM:

RESPONSIBLE DEPARTMENT: Gas

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS:

PREPARED BY: Virgil Penrod

DATE PREPARED: 8/17/18



Cedar Rapids Service Center
1711 Hawkeye Drive, Hiawatha, IA 52233
p. (319) 377-3377 f. (972) 793-5542

This Proposal has been prepared for:

Floyd Taber
of
Tipton Municipal
for
Tipton – Engineering
Alley St. Re-Metering Project

Approved by:
Heather Bahnsen

Shermco Quote Number:
SIQ-07649-18

August 8, 2018

August 8, 2018

Floyd Taber
Tipton Municipal
407 Lynn Street
Tipton, IA 52772

Re: Tipton – Engineering –Alley Street Re-Metering Project
Shermco Quote # SIQ-07649-18

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

PRICE \$24,900.00

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

WORKSCOPE

Shermco is proposing to act as Municipal's Engineer and preparer of technical and contractual design documents for the Alley Re-Metering Project that the Municipal Utility has proposed.

Shermco intends to meet with the Municipal Utility to discuss the project and review all work and documents that have already been devoted to the project. After a thorough review of the existing project documents and reviewing site information, Shermco will develop drawings showing the existing meter installations as well as providing drawings that detail the intended new installations. Shermco will prepare written bidding and contractual documents for the Municipal to present to qualified bidders to perform the project. In addition Shermco will provide an estimate to the city for work.

Prior to the bidding process Shermco will meet with the Municipal Utility and review all design documents with them.

During the bidding process Shermco will hold pre-bid meetings with the Municipal and contractors on the project to review the scope of work and answer any questions that may need clarification. If items arise, addendums to the bidding documents will be developed and disseminated to all parties.

Upon receipt of the bid documents back from the qualified bidders, Shermco will review the bids and indicate which bid appears to be in the Municipal's best interest.

During the construction phase of the project, Shermco will provide some oversight in conjunction with the Municipal. A review of all the completed work will be done once the project has been termed complete by the selected contractor to ensure that the installation meets the Municipals needs.

SCHEDULE

Shermco will provide the services listed above based on the following schedule:

All work is to take place during Straight Time Hours: 7AM-4PM, Monday through Friday. Any work that takes place outside of this time frame will be billed in addition to the proposed cost per the following table.

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

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

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

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

GENERAL CONDITIONS

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

1. The customer's electrician or engineer, familiar with the distribution system, is to be available during the project work period.
2. The "line side" or entire service entrance of the electrical equipment must be de-energized and available for testing before any system performance testing can be performed.
3. The customer shall provide an electrically qualified worker to disconnect and re-energize all electrical equipment. Any utility service-disconnect or reconnect is to be scheduled by the customer so that the electrical equipment is available without delay.
4. The customer shall provide an auxiliary source of 120 volts, 60 hertz, single-phase power for lights, vacuum cleaners, small power tools and test equipment unless other agreements are made.
5. The customer is responsible for providing Shermco with all facility one-line drawings/ diagrams, control schematics, and equipment drawings. Shermco will require this information prior to the beginning of the project, during the pricing and submittal phase of the project.
6. Switching of electrical equipment is the responsibility of the customer. If Shermco is requested or required to perform the switching operations no responsibility will be assumed by Shermco for any possible equipment failure during these switching operations. In the event Shermco has to perform switching, the customer will be charged for any cost incurred per Shermco established rates.
7. Site specific training is not included in the price.
8. Delays due to circumstances beyond the control of the Shermco service personnel will be subject to additional billing at established rates. This includes stand-time for switching, power-up operations & equipment clearances and permitting.
9. The Shermco services will include all tools, test apparatus, associated equipment, expenses and transportation cost to and from customer's premises, unless otherwise noted.
10. This quotation is effective for 30 days from quotation date, unless otherwise authorized by Shermco Industries. If materials have been quoted and to be provided, additional costs may apply due to the rapid changing price of raw materials.
11. Cancellations, which may include weather related issues, will be assessed with a mobilization and/or project management/completion charge based on expenses incurred.
12. The accompanying work scope is Shermco's interpretation of what the customer wants to purchase.
13. This quotation is limited to the work scope specified and the listed electrical equipment herein.
14. All permits required will be the responsibility of the customer.



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

Respectfully Submitted
Shermco Industries, Inc.

Heather Bahnsen

Heather Bahnsen
Territory Account Manager
Engineering Services Division
hbahnsen@shermco.com
(563) 321-0334

Copy:
Steve Cornwall – Engineering Services, Estimating and Operations Assistant

RESOLUTION NO. 082018A
RESOLUTION NAMING DEPOSITORIES FOR CITY FUNDS

RESOLVED(s), that Melissa Armstrong, Finance Director utilize the services of Community State Bank, Citizens Savings Bank, Liberty Trust and Savings Bank, US Bank and Iowa Public Agency Investment Trust (IPAIT), for the deposit of public funds belonging to the City of Tipton, Cedar County, Iowa, or coming into its possession, pursuant to a Custodial Agreement. The maximum amount that may be thus deposited in any one depository without further approval of this Council is \$10,000,000.

RESOLVED(s), that Melissa Armstrong, Finance Director is hereby authorized and directed to execute the necessary agreements and other documents and correspondence regarding any accounts of the City of Tipton at these Depositories.

NAME	OFFICE	TERM EXPIRES
Bryan Carney	Mayor	January 1, 2020
Pam Spear	Mayor, Pro-Tem	January 1, 2020
Melissa Armstrong	Finance Director	
Amy Lenz	City Clerk	

RESOLVED(s), that the officers described above are hereby authorized and directed to take such action and execute such documents and agreements as may be necessary to secure the repayment of the deposits of public funds authorized hereunder, including, but not limited to: Security Agreements, Notices and any documents or instruments supplemental or incidental thereto.

RESOLVED(s), that the Finance Director forward a certified copy of this resolution to the Depositories, and any other parties which may request it for purpose of effectuating the deposit of public funds authorized hereunder or any security therefore, together with a certificate attesting to the names and signatures of the present incumbents of the offices described above, and that the Finance Directors further certify to Depositories or other parties from time to time the signatures of any successors in office of any of the present incumbents.

PASSED AND APPROVED this 20th day of August 2018.

Bryan Carney, Mayor

ATTEST:

Melissa Armstrong, Finance Director

Pam Spear, Mayor Pro-Tem

Amy Lenz, City Clerk



IPASonline Authorized Users

Name of Corporation, Partnership, Entity or Trust City of Tipton

I hereby certify that I am authorized by the aforementioned Corporation, Partnership, Entity or Trust, and am empowered to assign and appoint others as Authorized Users of IPASonline to invest and withdraw available moneys periodically for said Corporation, Partnership, Entity or Trust in accordance with the Joint Powers Agreement and Declaration of Trust. I hereby assign the following users empowered to act on all Trust accounts unless otherwise stated below:

Authorized Signature		Bryan Carney
<u>mayor@tiptoniowa.org</u>	<u>563-886-6187</u>	Printed Name
Email Address	Phone	Mayor
		Official Title

Witness my hand hereto affixed this _____ day of _____, _____.

Subscribed and sworn before me on this _____ day of _____, _____.

Signature of Notary Public

Authorized Users List: (attach an additional form if more than three Authorized Users are being named)

1

Signature		<u>Melissa Armstrong / Finance Director</u>
<u>marmstrong@tiptoniowa.org</u>	<u>563-886-6187</u>	Printed Name / Official Title
Email Address	Phone	<input checked="" type="checkbox"/> Authorized for Transactions or <input type="checkbox"/> View Only Access

2

Signature		<u>Amy Lenz / City Clerk</u>
<u>alenz@tiptoniowa.org</u>	<u>563-886-6187</u>	Printed Name / Official Title
Email Address	Phone	<input checked="" type="checkbox"/> Authorized for Transactions or <input type="checkbox"/> View Only Access

3

Signature		Printed Name / Official Title
Email Address	Phone	<input type="checkbox"/> Authorized for Transactions or <input type="checkbox"/> View Only Access

Name/Address of Person to Receive Statements:

<u>Melissa Armstrong</u>	<u>407 Lynn Street</u>
Name of Person to receive Statements	Mailing Address
	<u>Tipton / Iowa</u> <u>52272</u>
	City/State Zip Code

Mail this completed form to:
Iowa Public Agency Investment Trust
IPAIT Administrator
1415 28th Street, Suite 200
West Des Moines, IA 50266-1461

If you have questions, call an IPAIT Administrator
800-872-4024.

AGENDA ITEM *I-12*

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	August 20, 2018
AGENDA ITEM:	Garbage Exemption – 1311 Sycamore Street
ACTION:	Motion and roll call vote to approve, amend, table or deny the request.

SYNOPSIS: Jim and Maureen Bowie are requesting a garbage exemption for 1311 Sycamore Street

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Utilities

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

ATTACHMENTS: Garbage Exemption Request

PREPARED BY: Amy Lenz

DATE PREPARED: 08/17/2018

Jim and Maureen Bowie
111 Elizabeth Drive
Tipton, IA 52772

Phone 563 886 6347

City of Tipton Iowa
407 Lynn Street
Tipton, IA 52772

August 13, 2018

Tipton City Council Members,

We are currently seeking a tenant for 1311 Sycamore Street, Tipton, IA. This property is producing no garbage and we are requesting a garbage exemption. We pay garbage on 111 Elizabeth Drive.

Thank you for your prompt attention to this request.

Sincerely,



Jim Bowie



Maureen Bowie