

City of Tipton, Iowa

Meeting: Tipton City Council Meeting
Place: Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772
Date/Time: Monday, September 16, 2019, 5:30 p.m.
Web Page: www.tiptoniowa.org
Posted: Friday, September 13, 2019 (Front door of City Hall & City Website)

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

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

1. Update the council on the future plans of Friends of the Animals – Linda Boots

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. Scheduled communications are allowed to speak up to five minutes. Unscheduled communications are allowed to speak up to three minutes.

- 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 – Council Meeting Minutes, September 4th
2. Approval – Airport Minutes, August 14th
3. Approval – Library Minutes, July 17th
4. Approval – Library Director’s Report, July 2019
5. Approval – 2018-2019 Library Annual Report
6. Approval – Treasurer’s and Investment Reports, August 2019
7. Approval – Claims Register which includes claims paid under current Purchase Policy

- G. **Public Hearing**

1. Public Hearing for the 2019 Community Development Block Grant (CDBG) Application, Mark Schneider with ECIA

H. Old Business

1. Resolution No. 091619B: Resolution Approving Community Development Block Grant (CDBG) Water/Sewer Application and Pledging Local Match
2. Resolution 091619C: Resolution Authorizing and Directing that the November 5, 2019 City Election Ballot Include a Question on the Creation of a Utility Board in Charge of the Electric and Gas Departments of Tipton
3. Discussion and possible action about response to the request to allow chickens in City limits.

I. New Business

1. Interactive Art Project and Crosswalk by Christine Boeve
2. Discussion and possible action concerning an art project to include elementary and middle school students.
3. Discussion and possible action to approve a Downtown Revitalization Incentive Program (DRIP) Request for John and Sally Groves, 116 West 5th Street
4. Discussion and possible action to approve a Tipton Revitalization Incentive Program (TRIP) Request for Zach Pedersen, 67 Spruce Street
5. Discussion and possible action concerning fire alarm replacement at James Kennedy Family Aquatic Center
6. Discussion and possible action concerning a change order in the form of a price reduction from Sheets Design Build for the James Kennedy Family Aquatic Center Project, -\$4,250
7. Discussion and possible action requesting approval for payment to Northern Municipal Distributors Group (NMDG) for litigation and regulatory fund assessment, \$2,795.13
8. Resolution 091619A: Resolution Approving the Street Finance Report for Road Use Tax Funds used on City Streets and Parking
9. Discussion and possible action requesting approval for payment to Garden and Associates for 2018-2019 Street Projects, \$15,665.35
10. Discussion and possible action concerning one-time water and sewer exemption, 42 Spruce Street
11. Discussion and possible action concerning garbage exemption, 208 East 6th Street Apt. 3
12. Discussion and possible action concerning downtown mural agreements and invoice for \$4,600
13. Closed Session. Closed session pursuant to Iowa Code Chapter 21.5(1)(j) to discuss with counsel the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

14. Discussion and possible action authorizing course of action resulting from the previous closed session.
15. Closed Session. Closed session pursuant to Iowa Code Chapter 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.
16. Discussion and possible action authorizing course of action resulting from the previous closed session.

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

1. Mayor's Report
2. Council Reports
3. Committee Reports
4. City Manager's Report
 - i. Request to meet with Personnel Committee
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.

September 4, 2019
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: Cummins, Leeper, McNeill, Spear and Anderson. Also present: Wagner, Armstrong, Lenz, Kepford, Spangler, Taber, B. Brennan, Ratliff, Beck, Jennings, other visitors and the press.

Agenda:

Motion by Cummins, second by Spear to approve the agenda with a correction to Item H2 under New Business. The pay app is to be paid to Sheets Design, not HBK Engineering. And, an addition under Report of Manager (I4), to discuss and have possible action regarding a lease of half of the Heartland building for a six-month trial period. Following the roll call vote the motion passed unanimously.

Communications:

1. Jo Ann Ahrendsen shared some concerns about the ambulance service.
2. Dan Klein shared concerns on how the City is spending money.

Consent Agenda:

Motion by Leeper, second by Spear to approve the consent agenda which includes the August 19th Council Meeting Minutes, Liquor License Renewal for Mi Tierra, and the following Claims List. Following the roll call vote the motion passed unanimously.

ABSOLUTELY DRY BASEMENT WA	ABSOLUTELY DRY BASEMENT WATERP	4950.00
AFLAC	AFLAC AFTER TAX PY W/HOLDING	670.27
ALBAUGH PHC INC	OPERATING SUPPLIES	22.00
AUCA CHICAGO LOCKBOX	BLDG MAINT SUPPLIES	387.37
AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	1168.34
BAKER & TAYLOR	14 BOOKS	407.53
BANLEACO	COPIERS CONTRACT	117.52
BORDER STATES ELECTRIC SUP	CHAINSAW BATTERIES	545.70
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	550.79
CINTAS LOC	UNIFORMS, MATS, SHOP TOWELS	459.28
CITY OF TIPTON	IPERS EMPLOYEE REIMBURSEMENT	20.00
CITY OF TIPTON FUNDS	ADMINISTRATIVE SERVICES	34605.78
CITY OF TIPTON-REVOLVING C	CENTRAL GARAGE REPAY	26526.80
CITY UTILITIES	LIBRARY	62.65
COLLECTION SERVICES CENTER	CHILD SUPPORT- SPANGLER-965160	96.73
COPY SYSTEMS	COPIES & BASE CHARGE	160.32
ECIA	BUILD GRANT WRITING	2218.50
ELECTRICAL ENGINEERING & E	OPERATING SUPPLIES	327.43
ERIC STORJOHANN	FULL GRAVE	500.00
FLETCHER-REINHARDT CO.	OVERHEAD SUPPLIES	320.53
FOX APPARATUS REPAIR & MAI	TIGHTEN PUMP PACKINGS	119.00
GARDEN & ASSOCIATES INC	SANITARY SEWER RELIEF 13TH ST	2184.86
GRASSHOPPER LAWN CARE DBA	WEED CONTROL	150.00

GROEBNER & ASSOCIATES INC	GAS SERVICE LINE SUPPLIES	521.16
HARDACRE THEATER	HARDACRE REPAIRS	14760.00
HAWKINS INC	CHEMICALS	2129.17
I.R.S.	FEDERAL WITHHOLDING	21479.14
IA LEIN	TRAINING CONFERENCE	200.00
IMAGE TREND INC	CLEARING HOUSE SERVICES	152.00
INTEGRATED TECHNOLOGY PART	TECH SERVICES	2222.80
IOWA ASSOCIATION OF	TRAINING	480.00
IOWA STATE FIRE MARSHAL DI	2020 TANK REGISTRATION RENEWAL	20.00
IPERS	IPERS WITHHOLDING, FIRE	13071.31
JAMES HANSEN	SEPTEMBER RENT	225.00
LAWSON PRODUCTS INC	SHOP SUPPLIES	18.80
MARCIA MEYERS	SEPTEMBER RENT	600.00
MEDIACOM	INTERNET SERVICE	312.95
MIDAMERICAN ENERGY COMPANY	SEPTEMBER CASH REQUEST	48000.00
MISC. VENDOR	MISC VENDORS	2870.62
MITCHELL 1	WEB BASED SUBSCRIPTIONS	253.05
NEOFUNDS	POSTAGE FOR METER	2000.00
NET MOTION SOFTWARE INC	MOBILITY MAINTENANCE	1708.88
OFFICE EXPRESS	OFFICE SUPPLIES	116.81
PENGUIN RANDOM HOUSE LLC	1 BOOK ON CD	26.25
POWER LINE SUPPLY	OPERATING SUPPLIES	2273.52
PRAXAIR DISTRIBUTION INC	OXYGEN	49.54
SMARTSOURCE CONSULTING	PHASE 1 50%	2825.00
SPINUTECH INC	JUNE EMAIL MARKETING	25.00
STAPLES ADVANTAGE	COPIER PAPER	174.96
STATE LIBRARY OF IOWA	STATE LIBRARY LEARING CIRCUIT	15.00
SWANK MOVIE LICENSING USA	MOVIE IN THE PARK DVD	435.00
THE PENWORTHY COMPANY LLC	8 BOOKS	122.68
THOMAS HEATING & AIR	12 FURNACE FILTERS	240.00
TIPTON ELECTRIC MOTORS	HAND GRINDER	105.93
TREASURER, STATE OF IOWA	STATE WITHHOLDING	3577.00
ULINE	OPERATING SUPPLIES	105.25
UNITED LABORATORIES	OPERATING SUPPLIES	933.78
VERIZON WIRELESS	CELL & DATA SERVICE	1939.91
VERMEER SALES & SERVICE IN	VX50-500 VAC	85166.13
WALMART COMMUNITY	OFFICE SUPPLIES	113.94
WELTER STORAGE EQUIPMENT C	OFFICE FURNITURE	604.00
WESCO RECEIVABLES CORP	4 TRANSFORMERS	4678.04
WINDSTREAM	MONTHLY SERVICES	829.75
WRIGHT LAWN CARE	CONTRACT PAY SEPTEMBER	358.33
** TOTAL **		292312.10
FUND TOTALS		

001 GENERAL GOVERNMENT	47296.11
110 ROAD USE TAX FUND	3507.57
125 TIF SPECIAL REVENUE FUND	14760.00
600 WATER OPERATING	4381.10
610 WASTEWATER/AKA SEWER REV	5046.94
630 ELECTRIC OPERATING	106906.87
640 GAS OPERATING	36425.86
660 AIRPORT OPERATING	408.20
670 GARBAGE COLLECTION	9124.90
740 STORM WATER	297.88
810 CENTRAL GARAGE	29998.36
835 ADMINISTRATIVE SERVICES	9993.51
860 PAYROLL ACCOUNT	24164.80
GRAND TOTAL	292312.10

PAYROLL EXPENSE FOR AUGUST 2019

\$278,227.67

Old Business:

1. Submittal of petition to create a Utility Board for the Electric and Gas Departments

The council acknowledged receipt of a petition. Manager Wagner will draw up a resolution to have it formally placed on the November 5th ballot.

2. Replacement of four compressors and four VFD's to accommodate the new Desert Aire units for the James Kennedy Family Aquatic Center Project

Motion by Anderson, second by McNeill to approve replacement of four compressors and four VFD's for the James Kennedy Family Aquatic Center. Following the roll call vote the motion passed unanimously.

3. Extra Caulking at the James Kennedy Family Aquatic Center

Motion by Spear, second by Cummins to approve the extra caulking at the James Kennedy Family Aquatic Center to Mt. Vernon Construction in the amount of \$5,125.00. Following the roll call vote the motion passed unanimously.

New Business:

1. Storm Sewer Analysis Presentation

Jack Pope with Garden and Associates gave a presentation concerning the storm sewer analysis to the park and football field area.

2. Pay App No. 4, James Kennedy Family Aquatic Center Project, Sheets Design, \$218,438.80

Motion by Spear, second by McNeill to approve Pay App No. 4 to Sheets Design in the amount of \$218,438.80, for the James Kennedy Family Aquatic Center Project. Following the roll call vote the motion passed unanimously.

3. ECIA write CDBG water/sewer Grant Application

Motion by Anderson, second by Leeper approving ECIA to write CDBG water/sewer grant application, not to exceed \$2,000. Following the roll call vote the motion passed unanimously.

4. Tipton Revitalization Incentive Program (TRIP) Reimbursement

Motion by Leeper, second by Spear to approve a TRIP reimbursement to Mike Cook in the amount of \$3,015.43. Following the roll call vote the motion passed unanimously.

5. Snaggy Ridge 105 Bike Race

Motion by Anderson, second by Spear to approve the Snaggy Ridge 105 gravel bike race being put on by the Chamber. The event is on Saturday, October 5th, and is starting and ending at the park. Following the roll call vote the motion passed unanimously.

6. Cedar County Historical Society Parade

Motion by Leeper, second by Spear to approve the Cedar County Historical Society Parade taking place on Saturday, September 21st. Following the roll call vote the motion passed unanimously.

7. Resolution No. 090419A: Resolution to Assess Nuisance Abatement Charge due to non-payment by property owner.

Motion by Spear, second by Cummins to approve Resolution No. 090419A, the resolution to assess nuisance abatement charge due to non-payment by property owner. Following the roll call vote the motion passed unanimously.

8. Resolution No. 090419B: Resolution Setting Public Hearing for the 2019 Community Development Block Grant (CDBG) Application

Motion by McNeill, second by Leeper to approve Resolution No. 090419B, the resolution setting a public hearing on Monday, September 16th, at 5:30 p.m., for the 2019 Community Development Block Grant (CDBG) Application. Following the roll call vote the motion passed unanimously.

9. One-time Water and Sewer Exemption, 215 East 12th Street

Motion by McNeill, second by Leeper to approve a one-time water and sewer exemption for Donovan Smith at 215 East 12th Street. This will reduce the water portion of his bill from \$88.78 to \$12.74, and the sewer portion of his bill from \$88.78 to \$12.74, with a total credit of \$152.08. Following the roll call vote the motion passed unanimously.

10. Tamra Roberts' Resignation from the Development Commission

Motion by McNeill, second by Cummins to accept Tamra Roberts' resignation from the Development Commission. Following the roll call vote the motion passed unanimously.

11. Chris Sorgenfrey Appointed to the Development Commission

Motion by Anderson, second by Spear to approve the appointment of Chris Sorgenfrey to the Development Commission. Following the roll call vote the motion passed unanimously.

Reports of Mayor/Council/Manager/Department Heads

Manager Wagner:

Discussion and possible action concerning lease of half the Heartland building for a six-month trial period.

Motion by Cummins, second by Spear to have Manager Wagner draw up something for the next council meeting to lease half of the Heartland building for a six-month trial period. The lease amount for the city will be \$2,500 a month. Following the roll call vote the motion passed unanimously.

Finance Director Armstrong asked the council about switching the council meetings in October to October 2nd and October 14th, because of a conference that she and City Clerk Lenz will be attending. It is the consensus of the council to do so.

Adjourn:

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

Meeting adjourned at 7:10 p.m.

Mayor _____

Attest: _____
City Clerk

Tipton Airport Committee Meeting

August 14, 2019-6:04 PM at the terminal, Mathews Memorial Airport, Tipton, Iowa.

Max Coppess called the meeting to order with a roll call. Those present: Max Coppess, Scott Pearson, Shad Meyers Mike Moes and Leann Boots. Brian Wagner was present as a guest..

Meeting agenda and minutes were read and approved with a motion by Leann and a second by Scott.

Unscheduled business

Discussed AIP

Jerry Goldsmith sold his plane. Dan Leveson chose not to move, so Mike Moes moved to Jerry's hangar. Young Eagles will be September 7th from 9:00-12:00. Any help appreciated.

Manager's Report

- 1) Fuel sales for July were 527.24 gallons for a gross sales of \$2,425.30 and a net of \$558.87
- 2) Usual ag companies have been spraying.

Meeting adjourned at 6:35 PM with a motion by Scott and a second by Mike.

Respectfully submitted by Scott Pearson.

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

July 17th 6:30pm Library meeting minutes

Denise called the meeting to order at 6:30.

In attendance: Jen Johnson, Sherry Hall, Jim McCollough, Dale Jedlicka, Matt McCall

Motion to approve agenda: With correction that John Barnum will not be here. Sherry motioned to approve, Jim 2nd, motion carried.

Motion to approve last month's minutes: Jim motioned to approve, Jen 2nd, motion carried.

Nominations of Officers:

- Nomination for President: Sherry nominated Dale Jim 2nd, motion passed
- Nomination for Vice President: Sherry nominated Jim, Dale 2nd, motion passed
- Nomination for Secretary: Dale nominated Jen, Sherry 2nd, motion passed

Committee Members:

- Finance: Sherry Hall, Jim McCollough and Heather Weber
- Personnel: Jen Johnson, Marcus Hertert and Matt McCall
- Maintenance: Dale Jedlicka

Director's Report:

- Summer Reading Program
 - Registrants went up, halfway prizes went up, finished prizes went up
 - Planned on 250 people for the Meal and a Movie program, over 300 people registered
 - Matthews Building was a great location for the movie
 - Bonus round for the reading program ends before school starts
 - A total of 2,817 people attended 32 events that were offered
 - We want to thank our sponsors: Stiff's Body Shop, Tipton Pharmacy, Mercy Services, J & L Pipeline Services, Cedar Poly, LLC, Cedar Ridge Dental, Tipton Family Foods, D.S Webb and Company P.C., Touch of Class, Community State Bank, Mi Tierra Mexican Grill, Community Insurance Services, Bethany's Family Hair Care, Vision Center P.C., Liberty Trust and Savings Bank, Tiffany's Tipton Bakery, Cedar Lodge No. 11, D'Alicias Cupcakery and Cafe, Epiphany Salon & Spa, Niles Chiropractic, Inc., Alan and Kathy Daedlow, Hills Bank and Trust, Bow Tie Automotive, Citizens Bank, Kruse Konstruktion Inc., Tipton Casey's General Store, Tipton Subway, UnityPoint Health Tipton, Tipton Pizza Hut, The Iowa Children's Museum, Blank Park Zoo, Tipton Walmart, Kofron Builders Inc., Matt McCall Insurance Agency Inc, . Cummins Mfg. Inc., Friends of the Tipton Public Library, Rotary Club of Tipton
- Inventory for the library will be done on July 19th so the library will be closed

Education:

- Developing and Adopting Policies

Financial Report:

- Matt motioned to accept financial report, Sherry 2nd, motion carried

Financial committee:

- We will need to complete an evaluation before school starts

Personnel committee:

- Get evaluation done by mid-August

Friends of the Library: N/A**Maintenance:**

- Waiting for the water issue to be fixed from Absolutely Dry
- Grasshopper will come and do the bushes
- Marcia is doing a great job with the garden

Old Business:

- Bicycle Coalition wants to put a bike rack on our grounds
 - Dale will talk to Erik Tucker about distinguishing the bike racks
- Light out front
 - Dale will contact Brain

New Business: N/A**Miscellaneous:**

- Date and time for next meeting: August 19th 6:30pm

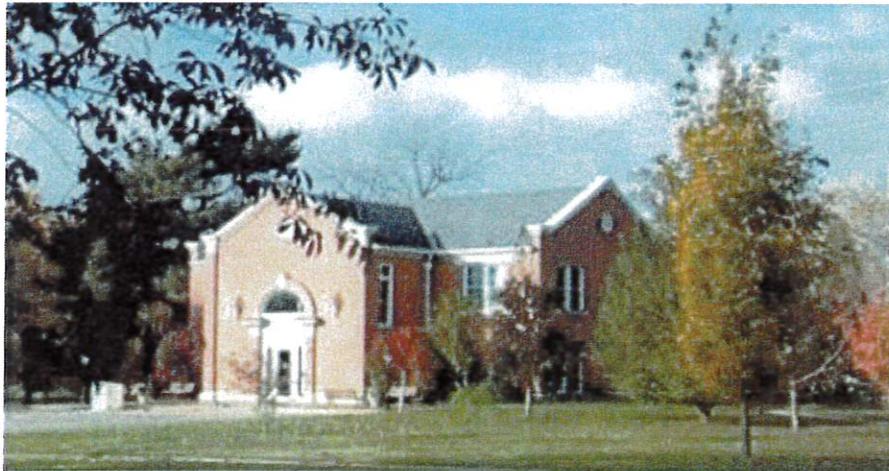
Jim motioned to end meeting, Jen 2nd, motion carried.

TIPTON PUBLIC LIBRARY

Check it out!

July 2019

Director's Report



Prepared by Denise Smith

Library Director

To

Library Board, Mayor Carney, Council Members and City Manager

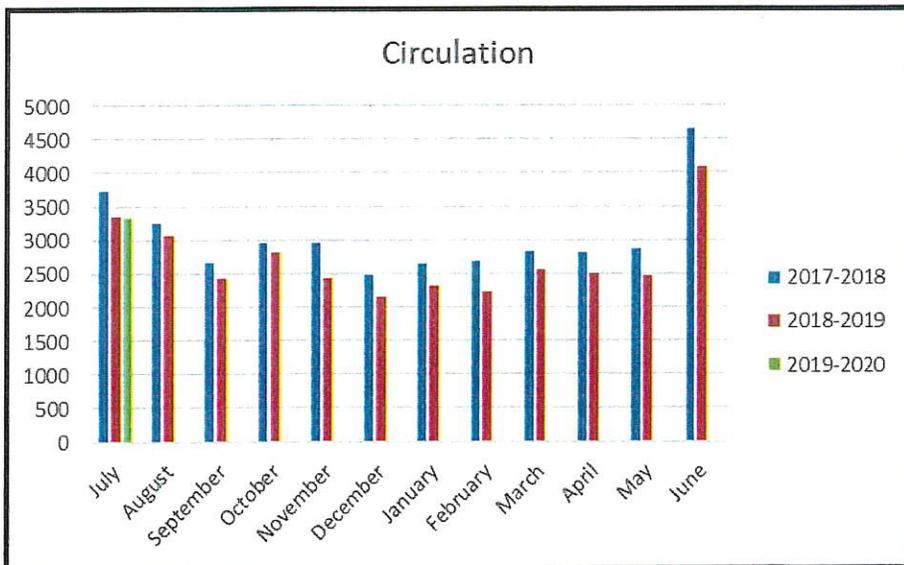
August 2019

Statistics July 2019

	July	YTD
Total Circulation	3,326	3,326
Computer Use	361	361
WiFi Usage	84	84
Attendance of Programs	920	920
Transactions for Copies made	143	143
Transactions for Faxes Sent	9	9
Transactions for ILL checked out	23	23
Transactions for Keurig Drinks	6	6
Transactions for Friends of Library	52	52
Door Count	4,032	4,032

Circulation by Material Types

	July	YTD
Adult books	741	741
Teen Books	192	192
Children's books	1,527	13,643
DVDs	756	756
CDs	80	80
Magazines	30	30



MISSION STATEMENT

The Tipton Public Library will provide all the people of its community, a welcoming place where access to a balanced collection, technology, programming and other resources will serve their educational, cultural and recreational needs.

Library Staff

Denise Smith
Director

Diane Wallick
Assistant Director

Tryeann Schultz
Library Assistant

Amy Wallace
Library Assistant

Matthew Smith
Library Assistant

Cindy Kunde
Library Assistant Sub

Melissa Zell
Library Assistant Sub

Karree Bandfield
Library Assistant Sub

John Barnum
Custodian

Library Board of Trustees

Dale Jedlicka-President

Heather Sloma-Weber

Jennifer Johnson-Secretary

Marcus Hertert

Jim McCollough-Vice President

Sherry Hall

Matt McCall



General Fund-Revenues



	July	YTD
Rural Funding	\$0	\$0
Fines and Fees	\$369.53	\$369.53
Donations	\$2,044.46	\$2,044.46
D.State A/EI	\$0	\$0
Reimbursements	\$35.00	\$35.00
Refunds	\$0	\$0
Miscellaneous	\$251.65	\$251.65
Utilities	\$0	\$0
Total Revenues	\$2,700.64	\$2,700.64

General Fund-Expenses

	July	YTD
Staff	\$8,478.54	\$8,478.54
Staff Benefits	\$1,563.48	\$1,563.48
Materials	\$2,422.26	\$2,422.26
B. Maintenance	\$153.40	\$153.40
G. Maintenance	\$723.00	\$723.00
Technology	\$0	\$0
Programing	\$1,546.91	\$1,546.91
Miscellaneous	\$3,328.72	\$3,328.72
Software	\$0	\$0
Total Expenses	\$18,216.31	\$18,216.31

Trust Fund Revenue- \$33.11

Trust Fund Balance- \$9,035.09

Monies Spent on Library Materials

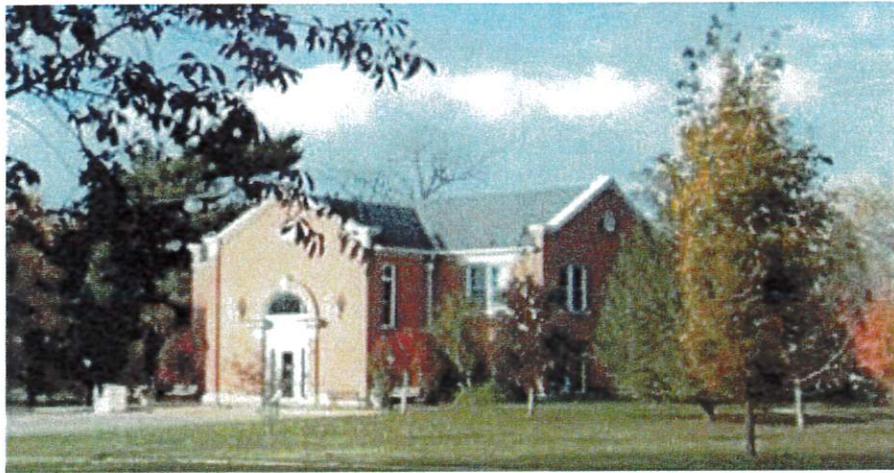
	July	YTD
Books	\$1,479.16	\$1,479.16
DVDs	\$250.73	\$250.73
CDs	\$303.49	\$303.49
Mag./News.	\$50.00	\$50.00



TIPTON
PUBLIC LIBRARY

Check it out!

2018-2019 Annual Report



Prepared by Denise Smith

Library Director

To

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

August 2019

Annual Report

Tipton Public Library FY18-19

Thank you for allowing me to present this annual report.

Several questions could be asked of someone of the community such as: Where can one go to make copies, send faxes, or scan important documents to email? Where is there free internet/computer access? Where can you go to get the latest DVD releases that do not cost you anything? Where can you go to get that "old" book that no one else wants to read, but you do? Where can you pick up the new and hottest titles to read? Where do you go if you need a place to meet with either a friend or with set up supervised visits? Where does one go to get the daily news if one prefers to not have to purchase their own subscription to four different newspapers? Where do the kids go on early out Wednesdays? The answer would be the Tipton Public Library!

For the 2018-2019 fiscal year, the Tipton Public Library has had....

- ◆ 1,870 Transactions written down for copies made
- ◆ 206 Transactions written down for faxes sent
- ◆ 327 Transactions written down for Interlibrary Loan material pick-up
- ◆ 167 Transactions written down for drinks from the Keurig
- ◆ 430 Transactions written down for book sale for Friends.

To truly get an understanding of what the library means to the community of Tipton and surrounding counties, the library invites you to attend a program, spend an afternoon at the library or follow us on our website at www.tipton.lib.ia.us or on Facebook.

Please look over the following information to see how the library serves you and our community. If you have any questions or concerns, please contact the library. Thank you for your time, attention and continued support of the Tipton Public Library.

Denise Smith
Library Director
(563)886-6266
denises@tipton.lib.ia.us

Statistics FY 18/19

Total Circulation	32,329
Computer Use	3,974
WiFi Usage	1,450
Number of Attendance at Programs Held	7,130
Transactions for Copies made	2,142
Transactions for Faxes Sent	203
Transactions for ILL checked out	287
Transactions for Keurig Drinks	305
Transactions for Friends of Library	449
Door Count	37,830

Circulation of Materials

	FY 17/18	FY18/19
Books	25,227	23,233
Magazine	489	275
DVDs	9,708	7,898
Audios	1,075	923

Inventory Medium Report as of 7/19/19

Books	13,809
DVDs	1,325
CDs	500
Magazines	170
Other	23
Total	15,827

MISSION STATEMENT

The Tipton Public Library will provide all the people of its community, a welcoming place where access to a balanced collection, technology, programming and other resources will serve their educational, cultural and recreational needs.

Library Staff

Denise Smith
Director
Diane Wallick
Assistant Director
Tryeann Schultz
Library Assistant
Amy Wallace
Library Assistant
Matthew Smith
Library Assistant
Cindy Kunde
Library Assistant Sub
Karree Bandfield
Library Assistant Sub
John Barnum
Custodian



Library Board of Trustees

Jamie Meyer
Dale Jedlicka
Heather Sloma-Weber
Jennifer Johnson
Marcus Hertert
Jim McCollough
Sherry Hall

Highlights for FY 18/19

- 2019 Summer Reading Program was a major success with 806 participants - 405 kids (age 0 thru entering 5th grade), 164 teens (entering 6th thru 12th grade) and 237 adults. 535 completed the reading part of the program. A total of 2,817 people attended the 32 events that were offered.
- The Library worked along with all three of the kindergarten classes and preschools this year to help promote reading and the library. This was the Library's eleventh year in working with classes at the school.
- Direct State Aid monies were used to finance programming.
- Had 37 individual businesses help sponsor the 2019 summer reading program.

Stiff's Body Shop - Tipton Pharmacy - Mercy Services - J & L Pipeline Services - Cedar Poly, LLC
Cedar Ridge Dental - Tipton Family Foods - D.S. Webb & Company P.C. - Touch of Class
Community State Bank - Mi Tierra Mexican Grill - Community Insurance Services

Bethany's Family Hair Care - Vision Center, P.C. - Liberty Trust & Savings Bank

Tiffany's Tipton Bakery - Cedar Lodge No. 11 - D'Alicias Cupcakery and Café - Epiphany Salon & Spa
Niles Chiropractic, Inc. - Alan and Kathy Daedlow - Hills Bank and Trust - Bow Tie Automotive
Citizens Bank - Kruse Konstruction Inc. - Tipton Casey's General Store - Tipton Subway
UnityPoint Health Tipton - Tipton Pizza Hut - The Iowa Children's Museum - Blank Park Zoo
Tipton Walmart - Kofron Builders Inc. - Matt McCall Insurance Agency Inc. - Cummins Mfg. Inc.

Friends of the Tipton Public Library - Rotary Club of Tipton

Upcoming Events

You can learn about all the events at the library from our website, www.tipton.lib.ia.us or follow us on Facebook

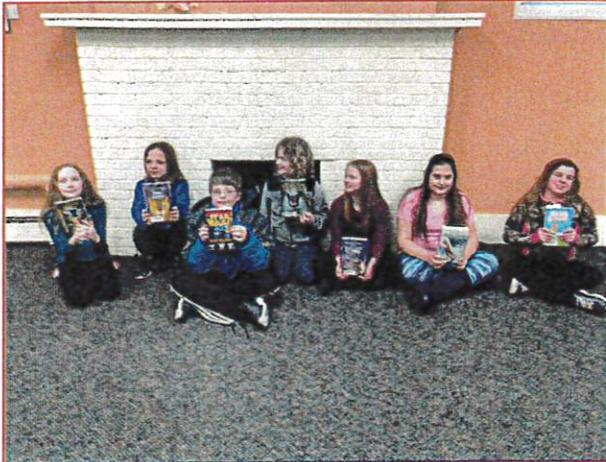




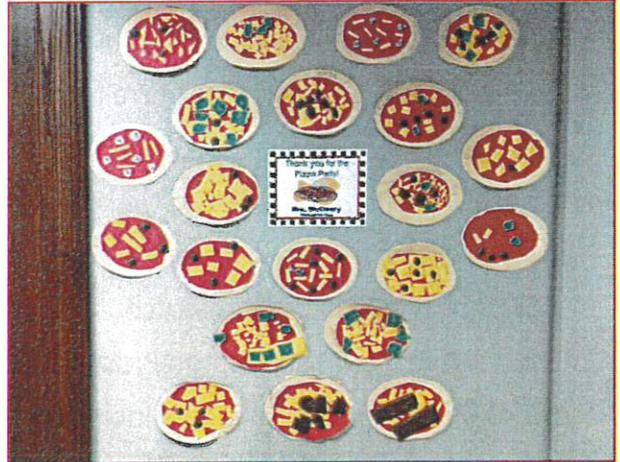
“Early out Wednesday” activities



Special Story Times



Book Chats for all ages



Adopt a class Visits



New DVDS releases weekly



Summer Reading Program Fun

Friends of the Tipton Public Library

How does becoming a member of the Friends of the Library help the library? When one becomes a member of the Friends of the Library, the membership goes towards special programming and events at the Library. The Friends are a very important part of the special programming that is provided by the library and the library staff throughout the year. We as a library staff are VERY thankful for the wonderful Friends as they have so graciously supported us in our endeavor of providing the community with the best programming possible. We can never thank our Friends enough for the financial and moral support over the years!

October is Membership Month

Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

Check here for type of member you'd like to become:

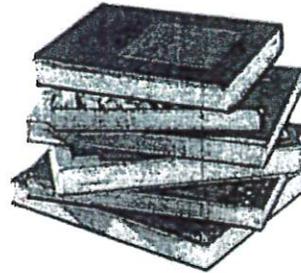
Supporting—\$25.00 or more per year

Family—\$10.00 per year

Individual—\$5.00 per year

Student—\$2.00 per year

Volunteer



Mail to: Friends of the Tipton Public Library
% Sandy Childs
211 Walnut St.
Tipton, IA 52772
Or drop off at the Tipton Public Library

Upcoming Events for 2019-2020

- 2019 Fall Book Sale
- 2019 Membership Drive
- 2020 Spring Book Sale

Join the Friends

Stop by the library and pick up a membership form to fill out. Memberships are just \$2.00 for a student, \$5.00 for an individual, \$10.00 for a family, and \$25.00 for a supporting membership.

REVENUES

Rural Funding	\$24,957.08
Fines and Fees	\$2,546.37
Donations	\$8,305.60
D.State A/EI	\$3,127.70
Reimbursements	\$334.33
Refunds	\$713.07
Miscellaneous	\$2,650.10
Utilities	\$5,883.32
Total Revenues	\$48,517.57

EXPENSES

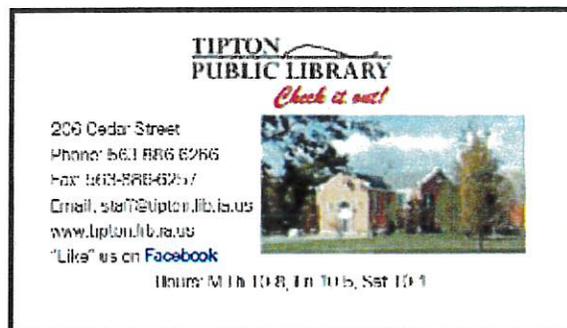
Staff	\$101,090.29
Staff Benefits	\$16,163.89
Materials	\$27,204.33
B. Maintenance	\$2,238.44
G. Maintenance	\$45.60
Technology	\$2,749.16
Programming	\$8,979.30
Miscellaneous	\$46,753.26
Software	\$799.00
Total Expenses	\$206,023.27

*Monies from General Fund to cover deficit: \$157,505.70

Trust Fund

Revenue: \$378.67

Balance: \$9,001.98



Get a Library Card

Your tax dollars entitle you to a free library card. With it, you can take home books, DVDs, videos, compact discs and access Bridges **FREE** (if you are a resident of Tipton or live in rural Cedar County.) Just stop in at the library circulation desk and ask for your free library card.

City of Tipton
MTD Treasurers Report
As of August 31, 2019

FUND	BEGINNING			M-T-D			AIR NET			M-T-D			AP			ENDING			Y-T-D			BALANCE	
	CASH	REVENUES	EXPENSES	CHANGES	REVENUES	EXPENSES	CHANGES	REVENUES	EXPENSES	CHANGES	CASH	REVENUES	EXPENSES	CHANGES	CASH	REVENUES	EXPENSES	CHANGES	INVESTMENTS	INVESTMENTS	WITH	INVESTMENTS	
001-GENERAL GOVERNMENT	408,760.74	39,521.81	397,589.89	0	0	0	0	0	0	0	58,831.85	185,877.28	244,709.13	0	27,900.00	120,265.22	5,724,003.91	0	0	-3,486.21	0		
002-COMMUNICATIONS - LOCAL AC	27,900.00	0	0	0	0	0	0	0	0	0	27,900.00	0	27,900.00	0	0	0	-3,486.21	0	0	0	0		
110-ROAD USE TAX FUND	335,460.71	46,544.34	392,039.01	0	0	0	0	0	0	0	-10,033.96	130,299.18	120,265.22	0	0	0	111,523.56	0	0	0	0		
112-TRUST AND AGENCY FUND	43,810.61	64.29	0	0	0	0	0	0	0	0	43,874.90	0	43,874.90	0	0	0	5,832,041.26	0	0	0	0		
119-Emergency Fund	348	0.51	0	0	0	0	0	0	0	0	348.51	0	348.51	0	0	0	0	0	0	0	0		
121-LOCAL OPTION TAX	397,611.13	24,711.71	0	0	0	0	0	0	0	0	422,322.84	0	422,322.84	0	0	0	0	0	0	0	0		
125-THE SPECIAL REVENUE FUND	-37,073.20	0	14,760.00	0	0	0	0	0	0	0	-51,833.20	78,839.83	27,006.63	0	0	0	0	0	0	0	0		
160-ECONOMIC/INDUSTRIAL DEVEL	634,574.65	1,169.58	0	0	0	0	0	0	0	0	635,744.23	13,250.92	648,995.15	0	0	0	0	0	0	0	0		
168-AQUATIC CENTER CAMPAIGN F	-576,279.12	0	0	0	0	0	0	0	0	0	-576,279.12	0	-576,279.12	0	0	0	0	0	0	0	0		
189-LIBRARY TRUST FUND	9,035.09	23.42	0	0	0	0	0	0	0	0	9,058.51	0	9,058.51	0	0	0	0	0	0	0	0		
190-P S SHARE FUND	31,023.17	235.81	0	0	0	0	0	0	0	0	31,258.98	0	31,258.98	0	0	0	0	0	0	0	0		
192-FIRE ENTERPRISE TRUST	63,223.91	92.78	0	0	0	0	0	0	0	0	63,316.69	0	63,316.69	0	0	0	0	0	0	0	0		
202-ELECTRIC REVENUE BONDS	224,399.63	329.3	0	0	0	0	0	0	0	0	224,728.93	0	224,728.93	0	0	0	0	0	0	0	0		
203-06 ELECTRIC SUBSTATION RE	502,244.48	737.04	0	0	0	0	0	0	0	0	502,981.52	0	502,981.52	0	0	0	0	0	0	0	0		
204-WATER REVENUE BOND RESERV	240,598.37	353.08	0	0	0	0	0	0	0	0	240,951.45	0	240,951.45	0	0	0	0	0	0	0	0		
205-GO FIRE TRUCK 2010	5,777.99	8.48	0	0	0	0	0	0	0	0	5,786.47	0	5,786.47	0	0	0	0	0	0	0	0		
206-1994 SE/WA DEBT SERV FUND	4,043.02	5.93	0	0	0	0	0	0	0	0	4,048.95	0	4,048.95	0	0	0	0	0	0	0	0		
208-WW/SEWER REVENUE BOND SIN	66,684.34	97.86	0	0	0	0	0	0	0	0	66,782.20	0	66,782.20	0	0	0	0	0	0	0	0		
210-GO ST IMPROVEMENT NOTES	8,181.02	0	0	0	0	0	0	0	0	0	8,181.02	0	8,181.02	0	0	0	0	0	0	0	0		
212-03 GO ST IMPROVE NOTES	14,227.63	0	0	0	0	0	0	0	0	0	14,227.63	0	14,227.63	0	0	0	0	0	0	0	0		
214-GO CP BONDS SERIES 2011A	-11,907.32	0	0	0	0	0	0	0	0	0	-11,907.32	0	-11,907.32	0	0	0	0	0	0	0	0		
216-GO CP BONDS SERIES 2011B	1,885.52	2.77	0	0	0	0	0	0	0	0	1,888.29	0	1,888.29	0	0	0	0	0	0	0	0		
218-GO CP BONDS SERIES 2011C	73,892.11	108.44	0	0	0	0	0	0	0	0	74,000.55	0	74,000.55	0	0	0	0	0	0	0	0		
220-GO BONDS 2013 DEBT SRVC	828.25	1.22	0	0	0	0	0	0	0	0	829.47	0	829.47	0	0	0	0	0	0	0	0		
222-GO BOND 2015 DEBT SERVICE	84,255.69	123.64	0	0	0	0	0	0	0	0	84,379.33	0	84,379.33	0	0	0	0	0	0	0	0		
224-GO BOND DEBT SERVICE	6,794.00	42.85	0	0	0	0	0	0	0	0	6,836.85	0	6,836.85	0	0	0	0	0	0	0	0		
300-GO ST IMPROVEMENT PROJECT	1,193.06	64.47	0	0	0	0	0	0	0	0	1,257.53	0	1,257.53	0	0	0	0	0	0	0	0		
303-WASTEWATER PROJECT	1,064.83	16,404.47	0	0	0	0	0	0	0	0	7,261.80	0	7,261.80	0	0	0	0	0	0	0	0		
307-STREETScape PROJECT	42,737.11	0	10,207.50	0	0	0	0	0	0	0	42,737.11	0	42,737.11	0	0	0	0	0	0	0	0		
315-JKFac CP	524,392.05	339.28	293,193.55	0	0	0	0	0	0	0	231,537.98	0	231,537.98	0	0	0	0	0	0	0	0		
500-CEMETERY TRUST FUND	5,080.00	5	0	0	0	0	0	0	0	0	5,085.00	100,000.00	105,085.00	0	0	0	0	0	0	0	0		
600-WATER OPERATING	390,415.28	57,373.56	51,414.52	0	0	0	0	0	0	0	397,346.44	0	397,346.44	0	0	0	0	0	0	0	0		
610-WASTEWATER/AKA SEWER REVE	47,549.58	48,415.63	62,258.41	0	0	0	0	0	0	0	35,891.66	216,807.20	252,698.86	0	0	0	0	0	0	0	0		
630-ELECTRIC OPERATING	1,152,600.83	395,101.61	473,498.85	175.25	0	0	0	0	0	0	1,084,142.56	327,264.19	1,411,406.75	0	0	0	0	0	0	0	0		
631-ELECTRIC DEVELOPMENT	8,866.94	13.01	0	0	0	0	0	0	0	0	8,879.95	0	8,879.95	0	0	0	0	0	0	0	0		
632-ELECTRIC RENEWAL/REPLACEM	386,535.34	567.24	0	0	0	0	0	0	0	0	387,102.58	0	387,102.58	0	0	0	0	0	0	0	0		
633-ELECTRIC RESERVE	279,972.90	410.86	0	0	0	0	0	0	0	0	280,383.76	140,635.70	421,019.46	0	0	0	0	0	0	0	0		
634-ELECTRIC BOND/INT RESERVE	113,379.20	166.38	0	0	0	0	0	0	0	0	113,545.58	159,960.07	273,505.65	0	0	0	0	0	0	0	0		
640-GAS OPERATING	-4,998.36	40,943.81	118,815.31	0	0	0	0	0	0	0	-82,153.83	0	-82,153.83	0	0	0	0	0	0	0	0		
641-GAS D.E.I.	5,467.65	8.02	0	0	0	0	0	0	0	0	5,475.67	10,662.87	16,138.54	0	0	0	0	0	0	0	0		
642-GAS RESERVE	26,600.57	39.04	0	0	0	0	0	0	0	0	26,639.61	411,896.98	438,536.59	0	0	0	0	0	0	0	0		
660-AIRPORT OPERATING	-23,128.40	4,074.76	10,976.74	0	0	0	0	0	0	0	-30,030.38	0	-30,030.38	0	0	0	0	0	0	0	0		
670-GARBAGE COLLECTION	52,236.81	48,593.83	62,452.80	0	0	0	0	0	0	0	38,386.09	0	38,386.09	0	0	0	0	0	0	0	0	0	
740-STORM WATER	134,099.13	8,319.62	1,974.65	0	0	0	0	0	0	0	140,444.10	0	140,444.10	0	0	0	0	0	0	0	0		
750-CEMETERY ENTERPRISE	-29,730.69	20	0	0	0	0	0	0	0	0	-29,710.69	0	-29,710.69	0	0	0	0	0	0	0	0		
810-CENTRAL GARAGE	23,529.50	30,636.69	77,672.08	0	0	0	0	0	0	0	23,165.60	0	23,165.60	0	0	0	0	0	0	0	0		
820-PST HEALTH INSURANCE	81,536.03	6,406.27	8,765.34	0	0	0	0	0	0	0	79,176.96	0	79,176.96	0	0	0	0	0	0	0	0		
830-CITY RESERVE FUND	-27,254.34	0	0	0	0	0	0	0	0	0	-27,254.34	115,262.17	88,007.83	0	0	0	0	0	0	0	0		
835-ADMINISTRATIVE SERVICES	-39,422.51	24,232.44	38,880.51	0	0	0	0	0	0	0	-49,163.26	0	-49,163.26	0	0	0	0	0	0	0	0		
860-PAYROLL ACCOUNT	1,305.48	0	0	0	0	0	0	0	0	0	1,305.48	0	1,305.48	0	0	0	0	0	0	0	0		
950-ELECTRIC METER DEPOSITS	-57.06	1,020.00	1,450.00	0	0	0	0	0	0	0	-487.06	10,662.87	10,175.81	0	0	0	0	0	0	0	0		
951-WATER METER DEPOSITS	1,693.99	286.59	895	0	0	0	0	0	0	0	1,085.58	0	1,085.58	0	0	0	0	0	0	0	0		
952-GAS METER DEPOSITS	8,038.57	450.56	1,280.00	0	0	0	0	0	0	0	7,209.13	0	7,209.13	0	0	0	0	0	0	0	0		
GRAND TOTAL	5,724,003.91	798,068.00	1,75.25	2,018,123.96	27,382.28	4,531,154.98	1,901,419.26	6,432,574.24	0	0	5,724,003.91	-3,486.21	111,523.56	5,832,041.26	0	0	0	0	0	0	0	0	

Ending Cash Bal 5,724,003.91
O/S Deposits -3,486.21
O/S Checks 111,523.56
Bank Balance 5,832,041.26

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
POLICE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	1,038.28		
			MEDICARE WITHOLDING	156.93		
			MEDICARE WITHOLDING	31.35		
			MEDICARE WITHOLDING	18.62		
			MEDICARE WITHOLDING	4.34		
			MEDICARE WITHOLDING	18.59		
			MEDICARE WITHOLDING	11.56		
			MEDICARE WITHOLDING	1.43		
			AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	49.87	
			INTEGRATED TECHNOLOGY PARTNERS LLC	BACKUP SUPPORT/CLOUD SRVCS	38.64	
				WATCHGUARD SECURITY	14.27	
				07/15 Managed network srvc	770.00	
			IPERS	IPERS WITHOLDING POLICE	1,624.84	
			PRINCIPAL	PRINCIPAL DENTAL POLICY	150.85	
			STANARD & ASSOCIATES INC	TESTING	75.00	
			VERIZON WIRELESS	Cell, Data service	268.88	
			CITY UTILITIES	City Hall	3.60	
				TOTAL:	4,277.05	
		FIRE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	55.21
					MEDICARE WITHOLDING	11.78
					MEDICARE WITHOLDING	1.16
	AUREON COMMUNICATIONS			PHONE, INTERNET, CIRCUIT	49.87	
	D & R PEST CONTROL			PEST CONTROL	25.00	
	INTEGRATED TECHNOLOGY PARTNERS LLC			BACKUP SUPPORT/CLOUD SRVCS	20.38	
				WATCHGUARD SECURITY	8.16	
				07/15 Managed network srvc	140.00	
	IPERS			IPERS WITHOLDING, FIRE	56.45	
	LECTRONICS INC			ALARM SERVICE	30.00	
	CITY UTILITIES			FIRE STATION	713.76	
				FIRE STATION	57.45	
				TOTAL:	1,169.22	
AMBULANCE	GENERAL GOVERNMENT I.R.S.				FICA WITHOLDING	431.33
			MEDICARE WITHOLDING	26.40		
			MEDICARE WITHOLDING	74.48		
			AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	49.87	
			BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	117.34	
			COMMUNITY INSURANCE SERVICES	POT HOLE VAC, TRAILER	225.00	
			D & R PEST CONTROL	PEST CONTROL	25.00	
			INTEGRATED TECHNOLOGY PARTNERS LLC	TECH SERVICES	250.00	
				BACKUP SUPPORT/CLOUD SRVCS	20.38	
				WATCHGUARD SECURITY	8.16	
				07/15 Managed network srvc	140.00	
			IPERS	IPERS REGULAR EMPLOYEES	92.73	
				IPERS WITHOLDING EMT	607.84	
			JOHNSON COUNTY AMBULANCE SERVICE	ALS INTERCEPT	200.00	
			KIRKWOOD COMMUNITY COLLEGE	BLS TRAINING	49.00	
			PCM/TIGERDIRECT	SMART PRO UPS	244.58	
				BACKUP UPS	86.31	
			PRINCIPAL	PRINCIPAL DENTAL POLICY	30.17	
			TIPTON PHARMACY	PHARMACEUTICALS	459.61	
			VERIZON WIRELESS	Cell, Data service	198.38	
			CITY OF TIPTON FUNDS	CITY OF TIPTON FUNDS	110.26	
			CITY UTILITIES	AMB BLDG	252.40	
				AMB BLDG	30.00	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	3,729.24
STREET DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	185.15
			MEDICARE WITHOLDING	30.45
			MEDICARE WITHOLDING	0.02
			MEDICARE WITHOLDING	1.49
			MEDICARE WITHOLDING	4.01
			MEDICARE WITHOLDING	5.96
			MEDICARE WITHOLDING	1.38
		CINTAS LOC	UNIFORMS	53.76
			UNIFORMS	53.76
			UNIFORMS	53.76
			UNIFORMS	53.76
		COMMUNITY INSURANCE SERVICES	POT HOLE VAC, TRAILER	192.33
		IPERS	IPERS REGULAR EMPLOYEES	295.97
		MANATTS INC	9 YDS CONCRETE	1,293.75
			9.25 YDS CONCRETE	1,329.69
			3.5 YDS CONCRETE	428.75
			5.25 YDS CONCRETE	741.56
		L L PELLING CO INC	SEALCOAT STREETS	18,343.70
			SEALCOAT IN PARK/FAC	30,012.20
		PRINCIPAL	PRINCIPAL DENTAL POLICY	42.82
		TIPTON GREENHOUSE & FLORIST	BOUQUET STEVE'S FATHER IN	35.00
		WENDLING QUARRIES INC	10.01 TN WASHED CHIPS	128.13
			63.7 TNS ROAD STONE	694.33
		CITY UTILITIES	BRINE BLDG	15.00
			TOTAL:	53,996.73
SIDEWALKS	GENERAL GOVERNMENT GIERKE ROBINSON COMPANY INC		4 ADA WARNING TILES	640.00
			TOTAL:	640.00
CEMETERY	GENERAL GOVERNMENT EASTERN IOWA LIGHT & POWER		FLAG LIGHT	10.22
			SECURITY LIGHT	20.44
		GRASSHOPPER LAWN CARE DBA ALL STAR TUR	CONTRACT PAY 08/16-09/15	2,583.33
			TOTAL:	2,613.99
GENERAL ADMINISTRATION	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	130.88
			MEDICARE WITHOLDING	11.44
			MEDICARE WITHOLDING	0.01
			MEDICARE WITHOLDING	1.96
			MEDICARE WITHOLDING	16.90
			MEDICARE WITHOLDING	0.29
		CINTAS LOC	UNIFORMS	7.69
			UNIFORMS	7.69
			UNIFORMS	7.69
			UNIFORMS	7.69
		IOWA ASSOCIATION OF	EIASSO DUES	406.18
		IPERS	IPERS REGULAR EMPLOYEES	208.41
		PRINCIPAL	PRINCIPAL DENTAL POLICY	27.76
			TOTAL:	834.59
LIBRARY	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	250.72
			MEDICARE WITHOLDING	22.97
			MEDICARE WITHOLDING	20.04
			MEDICARE WITHOLDING	0.12
			MEDICARE WITHOLDING	15.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BAKER & TAYLOR	28 BOOKS	342.37
			7 BOOKS	101.85
		FAMILY FOODS	MATERIALS	32.50
		IOWA DIVISION OF LABOR SERVICES	IOWA DIVISION OF LABOR:ELV	175.00
		IPERS	IPERS REGULAR EMPLOYEES	379.75
		THE PENWORTHY COMPANY LLC	9 BOOKS	160.76
		PENGUIN RANDOM HOUSE LLC	1 BOOK ON CD	33.75
		TOTAL MAINTENANCE INC	SEPTEMBER SERVICE	483.00
		WINDSTREAM	LIBRARY	146.54
		CITY PETTY CASH	CITY PETTY CASH	65.58
		CITY UTILITIES	LIBRARY	561.37
			TOTAL:	2,791.82
PARK	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	46.79
			MEDICARE WITHOLDING	0.39
			MEDICARE WITHOLDING	9.22
			MEDICARE WITHOLDING	0.13
			MEDICARE WITHOLDING	1.20
		CEDAR COUNTY CO-OP	980 GL FUEL	202.92
		IPERS	IPERS REGULAR EMPLOYEES	11.69
		PRINCIPAL	PRINCIPAL DENTAL POLICY	1.51
		VERIZON WIRELESS	Cell, Data service	42.78
		CITY UTILITIES	PARK ELECTRIC	240.73
			PARK WATER	133.39
			TOTAL:	690.75
RECREATION DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	55.32
			MEDICARE WITHOLDING	10.35
			MEDICARE WITHOLDING	2.59
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	47.44
		IPERS	IPERS REGULAR EMPLOYEES	89.58
		PRINCIPAL	PRINCIPAL DENTAL POLICY	15.09
		VERIZON WIRELESS	Cell, Data service	26.40
			TOTAL:	246.77
FAMILY AQUATIC CENTER	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	216.72
			MEDICARE WITHOLDING	26.33
			MEDICARE WITHOLDING	21.76
			MEDICARE WITHOLDING	2.59
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	47.44
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	165.10
		CEDAR COUNTY TREASURER	TAXES	574.00
		CUSTOM BUILDERS INC	UPS CHARGES	21.84
		D & R PEST CONTROL	PEST CONTROL	45.00
		STATE HYGIENIC LABORATORY	TESTING FEES	40.50
		INTEGRATED TECHNOLOGY PARTNERS LLC	BACKUP SUPPORT/CLOUD SRVCS	20.38
			WATCHGUARD SECURITY	8.16
			07/15 Managed network srvc	140.00
		IPERS	IPERS REGULAR EMPLOYEES	236.45
		LECTRONICS INC	ALARM SERVICE	30.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	45.25
		TERRY AND SONS INC	PAINT INDOOR POOL, PWR WAS	15,129.00
		TIPTON ELECTRIC MOTORS	RENT PRESSURE WASHER	40.00
		VERIZON WIRELESS	Cell, Data service	26.40
		CITY UTILITIES	AQUATIC CENTER	4,556.02
			TOTAL:	21,392.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
ECONOMIC DEVELOPMENT	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	114.67			
			MEDICARE WITHOLDING	26.82			
			LINDA BECK	MILEAGE REIMBURSEMENT	84.68		
			INTEGRATED TECHNOLOGY PARTNERS LLC	07/15 Managed network srvc	70.00		
			IPERS	IPERS REGULAR EMPLOYEES	180.71		
			ELECTRONICS INC	ALARM SERVICE	30.00		
			PRINCIPAL	PRINCIPAL DENTAL POLICY	30.17		
			VERIZON WIRELESS	Cell, Data service	52.80		
			CITY UTILITIES	COMM DEV OFFICE	137.23		
				TOTAL:	727.08		
			FINANCE & ADMINISTRATI	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	67.15
						MEDICARE WITHOLDING	4.13
						MEDICARE WITHOLDING	11.38
MEDICARE WITHOLDING	0.04						
MEDICARE WITHOLDING	0.03						
MEDICARE WITHOLDING	0.12						
AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	37.91					
CEDAR COUNTY RECORDER	3 RECORDINGS	22.00					
INTEGRATED TECHNOLOGY PARTNERS LLC	BACKUP SUPPORT/CLOUD SRVCS	119.87					
	WATCHGUARD SECURITY	46.90					
IPERS	IPERS REGULAR EMPLOYEES	103.49					
PRINCIPAL	PRINCIPAL DENTAL POLICY	3.61					
TIPTON CONSERVATIVE	EL OPENING,MINUTES,LGL NOT	37.48					
CITY PETTY CASH	CITY PETTY CASH	13.70					
CITY UTILITIES	City Hall	236.95					
	City Hall	6.60					
	STREET LIGHTS	2,002.47					
	TOTAL:	2,713.83					
BUILDING MAINTENANCE	GENERAL GOVERNMENT	I.R.S.				FICA WITHOLDING	1.38
						MEDICARE WITHOLDING	0.32
			AUCA CHICAGO LOCKBOX	MATS	117.49		
			CINTAS CORPORATION	FIRST AID SUPPLIES	66.10		
			D & R PEST CONTROL	PEST CONTROL	35.00		
			ELECTRONICS INC	ALARM SERVICE	30.00		
				TOTAL:	250.29		
STREET DEPARTMENT	ROAD USE TAX FUND	IIW PC	HWY 38 PROJECT	24,252.75			
			TOTAL:	24,252.75			
TRAFFIC SERVICE MAINT.	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	3.67			
			MEDICARE WITHOLDING	0.73			
			MEDICARE WITHOLDING	0.09			
			MEDICARE WITHOLDING	0.04			
			DIAMOND VOGEL PAINTS	TRAFFIC PAINT	1,481.90		
				TRAFFIC PAINT	455.60		
				TRAFFIC PAINT	337.80		
				TRAFFIC PAINT	112.60-		
			IPERS	IPERS REGULAR EMPLOYEES	5.93		
			PRINCIPAL	PRINCIPAL DENTAL POLICY	0.91		
			CITY UTILITIES	TRAFFIC LIGHTS	36.73		
	TOTAL:	2,210.80					
SNOW AND ICE REMOVAL	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	58.12			
			MEDICARE WITHOLDING	11.98			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	0.34
			MEDICARE WITHOLDING	0.67
			MEDICARE WITHOLDING	0.62
		IPERS	IPERS REGULAR EMPLOYEES	92.72
		PRINCIPAL	PRINCIPAL DENTAL POLICY	13.15
			TOTAL:	177.60
OTHER GOVERNMENTAL SER	LOCAL OPTION TAX	MANATTS INC	3.5 YDS CONCRETE	258.75
			TOTAL:	258.75
OTHER COMM & ECO DEV	TIF SPECIAL REVENU	MIKE COOK	TRIP REIMBURSEMENT	3,015.43
			TOTAL:	3,015.43
OTHER GOVERNMENTAL SER	TIF SPECIAL REVENU	HARDACRE THEATER	BOOM 40'-50'	2,587.55
			REPLACE ROOF DRAINS	3,200.00
			MAIN & ENTRANCE ROOF	52,249.00
			TOTAL:	58,036.55
WW/AKA SEWER	WASTEWATER PROJECT	TERRACON CONSULTANTS INC	WEST WWTP IMPROVEMENTS	1,243.75
			TOTAL:	1,243.75
AQUATIC CENTER CR	JKFAC CP	SHEETS DESIGN BUILD LLC	PAY APP NO. 4	218,438.80
			TOTAL:	218,438.80
WATER DISTRIBUTION	WATER OPERATING	I.R.S.	FICA WITHOLDING	272.19
			MEDICARE WITHOLDING	53.60
			MEDICARE WITHOLDING	0.11
			MEDICARE WITHOLDING	1.13
			MEDICARE WITHOLDING	6.40
			MEDICARE WITHOLDING	2.41
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	49.87
		CINTAS LOC	UNIFORMS	7.64
			UNIFORMS	7.64
			UNIFORMS	7.64
			UNIFORMS	7.64
		CINTAS CORPORATION	FIRST AID SUPPLIES	9.01
		STATE HYGIENIC LABORATORY	TESTING FEES	39.00
		INTEGRATED TECHNOLOGY PARTNERS LLC	BACKUP SUPPORT/CLOUD SRVCS	52.49
			WATCHGUARD SECURITY	20.39
		IOWA ONE CALL	LOCATES	20.10
		IPERS	IPERS REGULAR EMPLOYEES	434.32
		PRINCIPAL	PRINCIPAL DENTAL POLICY	55.16
		STAR EQUIPMENT LTD	SHORING BOX	2,396.66
		TIPTON ELECTRIC MOTORS	PUMP	165.00
		VERIZON WIRELESS	Cell, Data service	158.40
		CITY UTILITIES	City Hall	3.60
			NORTH WELL	635.01
			SOUTH WELL	635.01
			WATER PLANT	1,074.07
			TOTAL:	6,114.49
WATER BILL/COLLECT	WATER OPERATING	I.R.S.	FICA WITHOLDING	66.26
			MEDICARE WITHOLDING	13.70
			MEDICARE WITHOLDING	1.80
		IPERS	IPERS REGULAR EMPLOYEES	108.15
		PRINCIPAL	PRINCIPAL DENTAL POLICY	21.11

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	211.02
NON-DEPARTMENTAL	WASTEWATER/AKA SEW	COMMUNITY STATE BANK	CD PURCHASE	218,560.67
			TOTAL:	218,560.67
WASTEWATER/AKA SEWER	WASTEWATER/AKA SEW	I.R.S.	FICA WITHOLDING	264.50
			MEDICARE WITHOLDING	48.84
			MEDICARE WITHOLDING	0.15
			MEDICARE WITHOLDING	1.19
			MEDICARE WITHOLDING	9.79
			MEDICARE WITHOLDING	1.85
		CUSTOM BUILDERS INC	UPS CHARGES	189.68
		MISC. VENDOR CORE & MAIN	CORE & MAIN:SAN SWR CASTIN	1,945.00
		FORTERRA PIPE & PRECAST	3 MANHOLES FOR 13TH ST BYP	6,360.00
		STATE HYGIENIC LABORATORY	TESTING FEES	459.50
		IPERS	IPERS REGULAR EMPLOYEES	424.67
		MC CLURE ENGINEERING COMPANY	WWTP IMPROVEMENTS	45,500.00
		MANATTS INC	CREDIT	75.00-
		QC ANALYTICAL SERVICES LLC	WASTEWATER TESTING	1,580.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	57.17
		CITY UTILITIES	City Hall	3.60
			WEST LAGOON	1,162.52
			TOTAL:	57,933.46
LAGOON	WASTEWATER/AKA SEW	EASTERN IOWA LIGHT & POWER	EAST LAGOON	215.87
		STAR EQUIPMENT LTD	SHORING BOX	2,396.67
			TOTAL:	2,612.54
NON-DEPARTMENTAL	ELECTRIC OPERATING	COMMUNITY STATE BANK	CD PURCHASE	109,280.30
			TOTAL:	109,280.30
ELECTRIC DISTRIBUTION	ELECTRIC OPERATING	I.R.S.	FICA WITHOLDING	625.28
			MEDICARE WITHOLDING	133.43
			MEDICARE WITHOLDING	0.32
			MEDICARE WITHOLDING	0.21
			MEDICARE WITHOLDING	0.35
			MEDICARE WITHOLDING	2.68
			MEDICARE WITHOLDING	8.13
			MEDICARE WITHOLDING	1.12
		ALTEC INDUSTRIES INC	DIGGER DERRICK SERVICE WOR	1,794.05
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	49.87
		CEDAR COUNTY RECORDER	3 RECORDINGS	24.00
		CEDAR COUNTY TREASURER	TAXES	46,500.00
			TAXES	162.00
			TAXES	138.00
			TAXES	162.00
		CINTAS LOC	UNIFORMS, SHOP TOWELS, MAT	92.11
			UNIFORMS, SHOP TOWELS, MAT	46.94
			UNIFORMS, SHOP TOWELS, MAT	130.99
			UNIFORMS, SHOP TOWELS, MAT	46.94
		COMMUNITY INSURANCE SERVICES	POT HOLE VAC, TRAILER	192.34
		MISC. VENDOR DURANT MUNICIPAL ELECT	DURANT MUNICIPAL ELECTRIC:	2,228.46
		FLETCHER-REINHARDT CO.	LED FLOOD LIGHT	299.60
		IOWA ASSOCIATION OF	EIASSO DUES	345.68
		INTEGRATED TECHNOLOGY PARTNERS LLC	BACKUP SUPPORT/CLOUD SRVCS	36.36
			WATCHGUARD SECURITY	14.27

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			07/15 Managed network srvc	350.00
			TECH SERVICES	90.00
		IOWA ONE CALL	LOCATES	20.10
		IPERS	IPERS REGULAR EMPLOYEES	996.76
		JONES COUNTY TREASURER	TAXES	391.00
		LOUISA COUNTY TREASURER	TAXES	12,000.00
		MUSCATINE COUNTY TREASURER	TAXES	2,699.00
		QUAD CITY TESTING LABORATORY INC	EQUIPMENT INSPECTIONS	580.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	92.42
		STUART C IRBY CO	UNDERGROUND SUPPLIES	1,883.20
		TIPTON CONSERVATIVE	EL OPENING,MINUTES,LGL NOT	92.50
		VERIZON WIRELESS	Cell, Data service	261.73
		WASHINGTON COUNTY TREASURER	TAXES	642.00
		CITY UTILITIES	City Hall	4.50
			EL & GAS BLDG	343.24
			TOTAL:	73,481.58
ELECTRIC POWER PLANT	ELECTRIC OPERATING	I.R.S.	FICA WITHOLDING	100.12
			MEDICARE WITHOLDING	23.12
			MEDICARE WITHOLDING	0.30
		CEDAR COUNTY CO-OP	55 GL GENERATOR OIL	881.65
		CINTAS CORPORATION	FIRST AID SUPPLIES	156.34
		D & R PEST CONTROL	PEST CONTROL	31.03
			PEST CONTROL	29.96
		IPERS	IPERS REGULAR EMPLOYEES	157.36
		PRINCIPAL	PRINCIPAL DENTAL POLICY	20.39
		SCHIMBERG CO	GASKETS, CHECK VALVE	381.14
		CITY UTILITIES	BOILER	92.92
			ENGINE 1	15.00
			ENGINE 2	15.00
			POWER PLANT I	1,189.41
			POWER PLANT II	690.22
			POWER PLANT II	30.00
			TOTAL:	3,813.96
ELECTRIC BILL/COLLECT	ELECTRIC OPERATING	I.R.S.	FICA WITHOLDING	127.12
			MEDICARE WITHOLDING	27.43
			MEDICARE WITHOLDING	2.25
			MEDICARE WITHOLDING	0.06
		IPERS	IPERS REGULAR EMPLOYEES	204.85
		PRINCIPAL	PRINCIPAL DENTAL POLICY	32.09
		CITY PETTY CASH	CITY PETTY CASH	5.79
			TOTAL:	399.59
GAS DISTRIBUTION	GAS OPERATING	I.R.S.	FICA WITHOLDING	418.70
			MEDICARE WITHOLDING	74.75
			MEDICARE WITHOLDING	0.33
			MEDICARE WITHOLDING	0.11
			MEDICARE WITHOLDING	7.81
			MEDICARE WITHOLDING	6.40
			MEDICARE WITHOLDING	8.24
			MEDICARE WITHOLDING	0.28
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	49.87
		CINTAS LOC	UNIFORMS, SHOP TOWELS, MAT	44.47
			UNIFORMS, SHOP TOWELS, MAT	44.47
		COMMUNITY INSURANCE SERVICES	POT HOLE VAC, TRAILER	192.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		IOWA ASSOCIATION OF	EIASO DUES	112.35
		INTEGRATED TECHNOLOGY PARTNERS LLC	BACKUP SUPPORT/CLOUD SRVCS	20.38
			WATCHGUARD SECURITY	8.16
			07/15 Managed network srvc	140.00
		IOWA ONE CALL	LOCATES	20.10
		IPERS	IPERS REGULAR EMPLOYEES	654.78
		PRINCIPAL	PRINCIPAL DENTAL POLICY	48.93
		STUART C IRBY CO	GAS MAIN SUPPLIES	160.50
		VERIZON WIRELESS	Cell, Data service	52.80
		CITY UTILITIES	City Hall	4.50
			EL & GAS BLDG	171.63
			GAS BORDER STATION	28.85
			TOTAL:	2,270.74
GAS BILL/COLLECT	GAS OPERATING	I.R.S.	FICA WITHOLDING	79.04
			MEDICARE WITHOLDING	16.52
			MEDICARE WITHOLDING	1.95
		IPERS	IPERS REGULAR EMPLOYEES	128.77
		PRINCIPAL	PRINCIPAL DENTAL POLICY	23.77
		CITY PETTY CASH	CITY PETTY CASH	5.80
			TOTAL:	255.85
GAS PEAK SHAVING PLANT	GAS OPERATING	CITY UTILITIES	PEAK SHAVING PLANT	90.24
			TOTAL:	90.24
AIRPORT	AIRPORT OPERATING	AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	49.87
		INTEGRATED TECHNOLOGY PARTNERS LLC	BACKUP SUPPORT/CLOUD SRVCS	17.53
			WATCHGUARD SECURITY	6.12
		MC CLURE ENGINEERING COMPANY	PLANNING & LAND ACQUISITIO	3,415.00
		MANATTS INC	4 YDS CONCRETE	500.00
		CITY UTILITIES	AIRPORT	146.75
			TOTAL:	4,135.27
GARBAGE COLLECTION	GARBAGE COLLECTION	I.R.S.	FICA WITHOLDING	171.07
			MEDICARE WITHOLDING	36.34
			MEDICARE WITHOLDING	0.27
			MEDICARE WITHOLDING	1.47
			MEDICARE WITHOLDING	1.69
			MEDICARE WITHOLDING	0.26
		CINTAS LOC	UNIFORMS	8.25
			UNIFORMS	8.25
			UNIFORMS	8.25
			UNIFORMS	8.25
		IPERS	IPERS REGULAR EMPLOYEES	275.66
		PRINCIPAL	PRINCIPAL DENTAL POLICY	40.26
		CITY UTILITIES	City Hall	3.60
			TOTAL:	563.62
RECYCLING	GARBAGE COLLECTION	I.R.S.	FICA WITHOLDING	37.72
			MEDICARE WITHOLDING	7.58
			MEDICARE WITHOLDING	0.16
			MEDICARE WITHOLDING	1.08
		GREAT WESTERN SUPPLY CO	5000 YARD WASTE BAGS	4,570.00
		IPERS	IPERS REGULAR EMPLOYEES	61.92
		PRINCIPAL	PRINCIPAL DENTAL POLICY	12.07
		CITY UTILITIES	CARDBOARD PACKER	45.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	4,736.25
STORM WATER	STORM WATER	I.R.S.	FICA WITHOLDING	24.91
			MEDICARE WITHOLDING	5.33
			MEDICARE WITHOLDING	0.01
			MEDICARE WITHOLDING	0.26
			MEDICARE WITHOLDING	0.24
		IPERS	IPERS REGULAR EMPLOYEES	39.54
		PRINCIPAL	PRINCIPAL DENTAL POLICY	5.58
		STAR EQUIPMENT LTD	SHORING BOX	2,396.67
			TOTAL:	2,472.54
INT SRVC-OTHER BUSINES	CENTRAL GARAGE	I.R.S.	FICA WITHOLDING	61.23
			MEDICARE WITHOLDING	12.17
			MEDICARE WITHOLDING	1.43
			MEDICARE WITHOLDING	0.72
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	49.87
		BARRON MOTOR SUPPLY	CAB FILTER #6	15.71
		CCL SUPPLY LLC	SHOP SUPPLIES	162.09
		M3 AUTO PARTS	SHOP SUPPLIES	15.08
			SHOP TOOLS	11.99
			REPAIR PARTS	25.43
		CEDAR COUNTY CO-OP	980 GL FUEL	2,366.58
			FUEL DISCOUNT	24.23-
		CEDAR COUNTY ENGINEER	16.7 GL DSL	35.74
			42.5 GL DSL	90.95
			656.7 GL DSL	1,405.34
		CINTAS LOC	UNIFORMS	8.04
			UNIFORMS	8.04
			SHOP SUPPLIES	45.28
			UNIFORMS	8.04
			UNIFORMS	8.04
		CINTAS CORPORATION	FIRST AID SUPPLIES	137.73
		H & H AUTO	TIRES #14	725.72
		HARRY'S FARM TIRE	TIRE REPAIR #18	50.00
			TIRES #18	1,631.00
		INTEGRATED TECHNOLOGY PARTNERS LLC	BACKUP SUPPORT/CLOUD SRVCS	55.19
			WATCHGUARD SECURITY	22.43
			07/15 Managed network srvc	210.00
		IPERS	IPERS REGULAR EMPLOYEES	98.84
		LAWSON PRODUCTS INC	SHOP SUPPLIES	202.76
			SHOP SUPPLIES	184.77
		PRINCIPAL	PRINCIPAL DENTAL POLICY	15.08
		SHOTTENKIRK	SENSOR #12	49.13
		THOMPSON TRUCK & TRAILER	CORE CREDIT	79.42-
			REPAIR PARTS #18	22.47
			STOCK PARTS, SHOP SUPPLIES	298.63
			STOCK PARTS, SHOP SUPPLIES	71.22
		MOELLER TIPTON TIRE & AUTO	TIRE REPAIR	23.59
		TRANS IOWA EQUIPMENT	PARTS #25	270.58
		VERIZON WIRELESS	Cell, Data service	267.20
		VERMEER SALES & SERVICE INC	PARTS #102	318.01
		CITY UTILITIES	124 W SOUTH ST	204.62
			124 W SOUTH ST	30.00
			815 W SOUTH ST	19.76
			815 W SOUTH ST	41.64

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	9,178.49
INT SRVC-OTHER BUSINES ADMINISTRATIVE SER		I.R.S.	FICA WITHHOLDING	91.93
			MEDICARE WITHHOLDING	20.97
			MEDICARE WITHHOLDING	0.52
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	1,173.35
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	567.35
		CLIFTON LARSON ALLEN LLP	PROGRESS BILLING FOR AUDIT	18,000.00
		INTEGRATED TECHNOLOGY PARTNERS LLC	BACKUP SUPPORT/CLOUD SRVCS	117.10
			WATCHGUARD SECURITY	46.90
			07/15 Managed network srvc	560.00
		IPERS	IPERS REGULAR EMPLOYEES	147.07
		OFFICE EXPRESS	OFFICE SUPPLIES	41.90
			OFFICE SUPPLIES	79.90
			OFFICE SUPPLIES	39.95
		PRINCIPAL	PRINCIPAL DENTAL POLICY	29.27
		TIPTON CONSERVATIVE	EL OPENING,MINUTES,LGL NOT	409.27
		TYLER TECHNOLOGIES INC	ANNUAL FORMS OVERLAY	674.36
		VERIZON WIRELESS	Cell, Data service	584.08
			TOTAL:	22,583.92
NON-DEPARTMENTAL	PAYROLL ACCOUNT	I.R.S.	FEDERAL WITHHOLDING	6,634.09
			FICA WITHHOLDING	4,995.46
			MEDICARE WITHHOLDING	1,168.31
		AFLAC	AFLAC AFTER TAX PY W/HOLDI	214.67
			AFLAC PY PRETAX WITHHOLDING	347.42
			AFLAC AFTER TAX DEDUCTION	108.18
		CEDAR CO CLERK OF COURT	CHILD SUPPORT-LENZ,CDDC003	671.91
		COLLECTION SERVICES CENTER	CHILD SUPPORT- SPANGLER-96	96.73
		IPERS	IPERS WITHHOLDING, FIRE	37.65
			IPERS REGULAR EMPLOYEES	3,616.90
			IPERS WITHHOLDING EMT	405.43
			IPERS WITHHOLDING POLICE	1,083.78
		PRINCIPAL	PRINCIPAL DENTAL POLICY	763.18
		CITY OF TIPTON FUNDS	IPAD PRO REIMB	30.58
		TREASURER, STATE OF IOWA	STATE WITHHOLDING	3,157.00
		CITY OF TIPTON	IPERS EMPLOYEE REIMBURSEME	20.00
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INSURANCE PYM	1,715.00
			BCBS AVESIS VISION PYMNT	143.60
			TOTAL:	25,209.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====

001	GENERAL GOVERNMENT	96,074.30
110	ROAD USE TAX FUND	26,641.15
121	LOCAL OPTION TAX	258.75
125	TIF SPECIAL REVENUE FUND	61,051.98
303	WASTEWATER PROJECT	1,243.75
315	JKFAC CP	218,438.80
600	WATER OPERATING	6,325.51
610	WASTEWATER/AKA SEWER REVE	279,106.67
630	ELECTRIC OPERATING	186,975.43
640	GAS OPERATING	2,616.83
660	AIRPORT OPERATING	4,135.27
670	GARBAGE COLLECTION	5,299.87
740	STORM WATER	2,472.54
810	CENTRAL GARAGE	9,178.49
835	ADMINISTRATIVE SERVICES	22,583.92
860	PAYROLL ACCOUNT	25,209.89

 GRAND TOTAL: 947,613.15

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-TIPTON, IA
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 9/03/2019 THRU 9/16/2019
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: CLAIMS REGISTER
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM: YES

City Credit Card Statement							Card Ttl	10,587.26
Ambulance								
Office Supplies - Lenoach & Cilek	dr	001	5	160	2	65060	169.27	
Training Supplies - Amazon	dr	001	5	160	1	62300	104.62	
Travel Training - Panera	dr	001	5	160	1	62980	23.69	
Operating Supplies - EBAY	dr	001	5	160	2	65070	524.06	
Total Charges								821.64
City Clerk								
Training - Iowa League of Cities	dr	835	5	899	1	62300	205.00	
Total Charges								205.00
City Manager								
Training - Iowa League of Cities	dr	835	5	899	1	62300	205.00	
Annual Subscription - Copernic	dr	835	5	899	2	64190	55.49	
Total Charges								260.49
Community Development								
Misc Supplies - Tiffany's, Family Foods	dr	835	5	899	2	65980	50.82	
4th of July Supplies - Walmart	dr	001	5	620	2	65315	47.89	
Training - Iowa Economic Development	dr	835	5	899	1	62300	330.00	
Training - Iowa Economic Development	dr	001	5	525	1	62300	165.00	
Total Charges								593.71
Electric								
Equipment Maint/Rpr Supplies - Gustin Hydraulics	dr	630	5	821	2	63500	91.37	
Misc Supplies - Amazon, Walmart, Monty's	dr	630	5	820	2	65980	227.16	
Training Supplies - Casey's	dr	630	5	820	1	62300	140.30	
Water Filtration & Fittings - Menard's	dr	630	5	820	3	67270	488.57	
3 Monitors - Amazon	dr	630	5	820	3	67271	525.45	
Total Charges								1,472.85
Finance Director								
Training - Iowa League of Cities	dr	835	5	899	1	62300	205.00	
Travel Training - Pancheros, Cheesecake Factory, Jimmy John's,	dr	835	5	899	1	62980	93.63	
Noodles & Co., Texas Roadhouse								
Tech Service - Microsoft	dr	001	5	299	2	64190	38.67	
Total Charges								337.30
Fire								
Misc Supplies - Walmart	dr	001	5	150	2	65980	222.92	
Grounds Maint Supplies - Flags, Flagpoles, Banners	dr	001	5	150	2	63200	140.90	
Operating Supplies - Amazon	dr	001	5	150	2	65070	67.82	
Bldg Maint Supplies - Walmart	dr	001	5	150	2	63100	29.54	
Total Charges								461.18
Gas								
Operating Supplies - Jackson Hirsh	dr	640	5	825	2	65070	220.16	
Equipment Maint/Rpr Supplies - EBAY	dr	640	5	825	2	63500	260.48	
Total Charges								480.64
Aquatic Center								
Concession Supplies - Amazon	dr	001	5	465	2	65031	16.08	
Operating Supplies - Great Western Supply, Lifeguard Store,	dr	001	5	465	2	65070	490.27	
Walmart, Safety Products								
Grounds Maint Supplies - Walmart	dr	001	5	430	2	63200	77.54	
Equipment Maint/Rpr Supplies - Pool Supply Unlimited	dr	001	5	465	2	63500	3216.33	

CITY OF TIPTON – SEPT. 16, 2019 CDBG APPLICATION PUBLIC HEARING NOTES

1. HOW THE NEEDS FOR THE PROPOSED ACTIVITIES WERE IDENTIFIED:

The needs for the proposed projects were identified by City staff and engineering consultants based on their knowledge of the City utilities. The proposed projects will address the deficiencies in the NW section of the City where the majority of water and sewer system deficiencies were noted. The water system has had frequent breaks and disrupts service, creates large pressure drops, loses large amounts of water, and creates the potential for contamination of the water system. The sewer system in this area has locations with cracked pipes, broken pipes, and collapsed pipes. There are service lines protruding into the sewer main and manholes with high infiltration identified in six of them.

2. HOW THE PROPOSED ACTIVITIES WILL BE FUNDED AND SOURCES OF FUNDS:

The proposed program would total \$767,965 including the construction work, engineering and administrative fees. The City proposes to use \$400,000 in CDBG funds and \$367,965 of SRF and City funds to fund the activities identified in the CDBG application.

3. DATE APPLICATION WILL BE SUBMITTED:

The application will be submitted to meet the October 1, 2019 deadline.

4. REQUESTED AMOUNT OF CDBG FUNDS:

The City is requesting \$400,000 in CDBG funds.

5. ESTIMATED PORTION OF THE CDBG FUNDS REQUESTED THAT WILL BENEFIT PERSONS OF LOW AND MODERATE INCOME:

The project will take place in the US Census Tract 4503, Block Group 2, which is roughly the NW quarter of the City of Tipton. According to current census data, 62.47% of the persons residing in and benefiting from the project are of low and moderate income.

6. WHERE THE PROPOSED ACTIVITIES WILL BE CONDUCTED:

There are two proposed activities in the CDBG application. The water project will be conducted along North Avenue between 10th St. and Highway 38. The sewer project will be conducted throughout the NW quarter of the City and within US Census Tract 4503, Block Group 2; which is bound by the City limits on the north and west; the east boundary is Cedar Street from the north City limits to East 13th Street, east on East 13th Street to North Avenue, south on North Avenue to East 10th Street, east on East 10th Street to Meridian Street, and south on Meridian Street to East 7th Street, then west on East 7th Street and West 7th Street to the west City limits.

7. PLANS TO MINIMIZE DISPLACEMENT OF PERSONS AND BUSINESSES AS A RESULT OF FUNDED ACTIVITIES:

By the design of the application and project there will be no displacement of households or businesses.

8. PLANS TO ASSIST PERSONS ACTUALLY DISPLACED:

The City anticipates no displacement; however, the city will fully comply with the Uniform Relocation Act and/or Section 104(d) of the Housing and Community Development Act, as amended if there is any displacement.

9. THE NATURE OF THE PROPOSED ACTIVITIES:

The project consists of replacing the water main along North Avenue between 10th St. and Highway 38 and the lining of approximately 3,081 feet of sewer main, grouting of 47 service connections, repairing sewer main in 3 locations, replacement of 7 manholes, and repairs of several additional manholes. The sewer project will occur throughout the Census Tract 4503, Block Group 2 previously delineated within the City of Tipton.

Mayor Carney opened the public hearing to solicit comments on the City's proposed application for a Community Development Block Grant to the Iowa Economic Development Authority at 5:XX PM. The Council discussed the need for improvements to the water and sewer systems in the NW quarter of the City which include the replacement of water and lining and repairs of sewer main and manhole repairs and replacement. The application will be submitted to IEDA no later than October 1, 2019. The proposed water and sewer projects will be in the amount of \$767,965 including construction, engineering and administrative fees. The total amount of CDBG Funds requested will be \$400,000 with the City providing \$367,965 in local matching funds. The projects will be conducted in and benefit the residents of Census Tract 4503, Block Group 2 in the NW quarter of the City of Tipton, which has a 62.47% percent low-to-moderate income. By design, no displacement will occur. If displacement is necessary, the City will comply fully with the Uniform Relocation Act and Section 104(d). Mayor Carney closed the public hearing at X:XX PM with no negative comments from citizens present and no objections on file.

Motion by _____, second by _____, to adopt Resolution No. ___ confirming the City's desire to apply for CDBG funds, pledging the local match, approving the Community Development and Housing Needs Assessment, and granting authority to Mayor to sign application and related documents for the CDBG funds. Vote: Ayes- _____, _____, _____, _____, _____.

RESOLUTION NO. 091419B

RESOLUTION APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) WATER /
SEWER APPLICATION AND PLEDGING LOCAL MATCH

WHEREAS, the City Council of the City of Tipton, Iowa wishes to apply through the Iowa Economic Development Authority (IEDA) for a CDBG Water / Sewer Set-Aside Fund for a CDBG grant; and,

WHEREAS, the City Council has conducted a public hearing to solicit citizen input regarding the proposed application; and,

WHEREAS, the City Council has applied for the Iowa Department of Natural Resources State Revolving Fund (SRF) to; and

WHEREAS, the City Council recognizes the urgent need for these projects; and

WHEREAS, the City Council wishes to pledge the sum of \$367,965 as "Local Effort" toward the activities identified in the CDBG application.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Tipton, Iowa, accepts the authority and responsibilities of their offices, approves the proposed CDBG water and sewer application, approves the Community Development and Housing Needs Assessment, authorizes the Mayor to sign the CDBG application, and pledges to provide the amount of \$367,965 as local effort if, in fact, the CDBG grant is awarded by the Iowa Economic Development Authority.

PASSED AND APPROVED this 16th day of September 2019.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution _____ which was passed by the Tipton City Council this 16th day of September 2019.

Amy Lenz, City Clerk

RESOLUTION No. 091619C

RESOLUTION AUTHORIZING AND DIRECTING THAT THE NOVEMBER 5, 2019 CITY ELECTION BALLOT INCLUDE A QUESTION ON THE CREATION OF A UTILITY BOARD IN CHARGE OF THE ELECTRIC AND GAS DEPARTMENTS OF TIPTON

WHEREAS, a valid Petition under Iowa Code 364.2 to establish a utility board under Iowa Code 388 has been submitted to the City Council; and

WHEREAS, Section 388.2(b) of the Code of Iowa, provides that, "Upon receipt of a valid petition as defined in section 362.4, requesting that a proposal be submitted to the voters, the council shall submit the proposal at the next regular city election;" and

WHEREAS, pursuant to its obligations under Iowa Code 388 and 364, the Council hereby submits the following proposed ballot question to be included on the ballot at the next regular election; and

WHEREAS, the Tipton Conservative and Advertiser is a legal newspaper, printed wholly in the English language, as defined by Section 618.3 of the Code of Iowa, and is of general circulation within the City,

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

Section 1. Pursuant to a valid citizen petition under Iowa Code 364.2 and 388, a ballot question to be added to the ballot at the next general City election on Tuesday, the 5th day of November 2019, at which election there shall be submitted to the registered voters of said City the following question, to-wit:

Shall the City of Tipton create a Utility Board with five (5) trustees as per Iowa code chapter 388 (city utilities) and that they be in charge of the electric and gas departments of Tipton with an effective date of July 1, 2020?

Section 2. That the voting place or places for said election, and the hours the polls shall be opened and closed shall be as set out in the notice of election, said notice to be prepared and approved by the County Commissioner of Elections.

Section 3. That the form of ballot to be used at said election shall be of the type authorized by the Code of Iowa that will permit the use of electronic counters and will be in substantially the form set forth in the Notice of Election. That, if more than one public measure shall be submitted to the electors at the time of the said election, all such measures shall be printed upon one ballot.

Section 4. That the Election Board for the voting precinct or precincts shall be appointed by the County Commissioner of Elections, not less than 15 days before the date of said election, a certified copy of which appointment shall be officially placed on file in the office of the Clerk of said City.

Section 5. That the Auditor of Cedar County, Iowa, being the County Commissioner of Elections, is hereby directed to publish the notice of election once in the Tipton Conservative and

Advertiser, being a legal newspaper, printed wholly in the English language, as defined by Section 618.3 of the Code of Iowa, published in said City and of general circulation therein, said publication to be not less than four clear days nor more than twenty days prior to the date of said election.

Section 6. That the County Commissioner of Elections, pursuant to Section 47.2, Code of Iowa, is requested to designate the Clerk of said City as a Deputy County Commissioner of Elections, if said Commissioner believes such designation will be in the best interests of said election, and said Clerk, if so designated, is hereby directed and authorized to assist the Commissioner in administering the election conducted by the Commissioner for said City.

Section 7. That the County Commissioner of Elections shall cause to be prepared all such ballots and election registers and other supplies as may be necessary for the proper and legal conduct of said election. The Clerk is hereby authorized and directed to cooperate with said Commissioner of Elections and to do and prepare all necessary matters in order to make said election legal and valid.

Section 8. That the Clerk is hereby directed to file a certified copy of this Resolution in the office of the County Commissioner of Elections, which filing shall also constitute the "written notice" to the County Commissioner of Elections of the election date required to be given by the governing body under the provisions of Chapter 47 of the Code of Iowa.

PASSED AND APPROVED this 16th day of September 2019.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution _____ which was passed by the Tipton City Council this 16th day of September 2019.

Amy Lenz, City Clerk

AGENDA ITEM I I

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	9/12/2019
AGENDA ITEM:	Interactive Art Project and Crosswalk by Christine Boeve
ACTION:	None

SYNOPSIS: Art projects by Christine Boeve included is an interactive mural at the park. Crosswalk on Meridian and 3rd Street will be completed soon but project has begun. See pictures below:

Mural on Stuart Clark's building located at the old hotel on 6th Street is scheduled for completion by Sunday, September 15th. Mural design by Drew Etienne (U of I Art Student). On July 22nd was the first phase of the Community Mural project where approximately 40 people of all ages helped paint.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Motion to approve, deny or table

ATTACHMENTS: See below

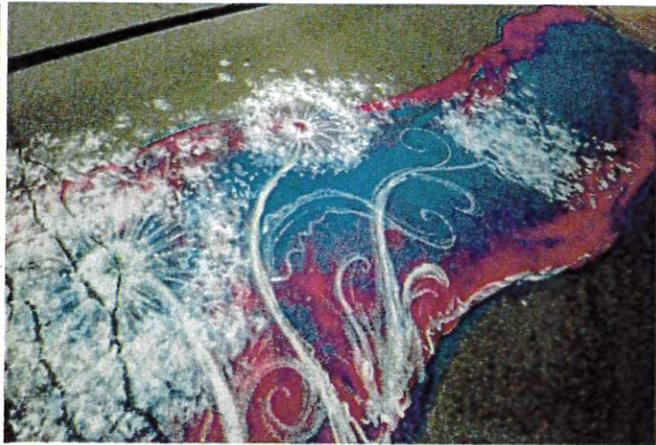
PREPARED BY: Linda Beck

DATE PREPARED: 9/11/2017

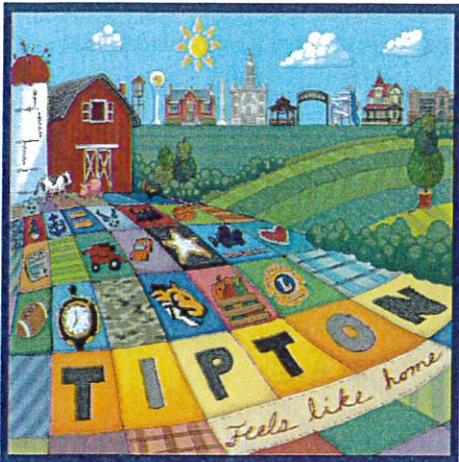
Christine Boeve Art Projects – Interactive Art at the City Park



Crosswalk on Meridian and 3rd Street



Community Working on Mural Project



AGENDA ITEM 12

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	9/16/2019
AGENDA ITEM:	Art Project to include elementary & middle school students
ACTION:	Approve, deny or table

SYNOPSIS:

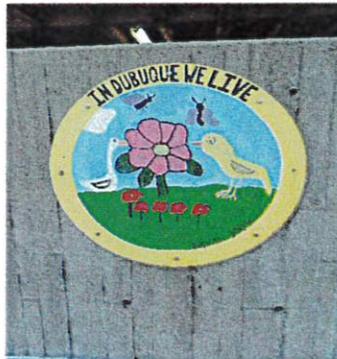
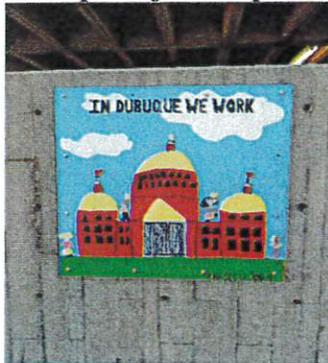
At the 2019 Iowa Downtown Conference there was art done by children attached to a building downtown. I'd like to create a contest for K-8th at Tipton and have 2-3 judges pick 1 winner in each of the following categories:

In Tipton we work

In Tipton We Live

In Tipton We Play

Examples of Dubuque's Art:



The smooth plywood would be 4'x4'. Spahn and Rose will donate the plywood. Then, after a winner in each category is picked Christine Boeve will prime the wood, project the original artwork from the child, and paint and seal with exterior lacquer to protect it. The cost to Christine is \$500.00. This is a Community Development Project.

Art pieces would be attached to the Electric/Gas Building facing Lynn Street. This would be attached late next spring.

BUDGET ITEM: 001-5-525-65120

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Approve, deny or table

ATTACHMENTS: None

AGENDA ITEM 13

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	9/16/2019
AGENDA ITEM:	DRIP Program Request
ACTION:	Motion to approve, deny or table

SYNOPSIS:
Downtown Revitalization Incentive Program (DRIP) Request

Applicant: John and Sally Groves DBS: JS Groves LLC
116 West 5th Street
Tipton

Amount Requested: \$7,500.00 to begin project. Reimbursement will be made after completion of the project
Interior renovation including an apartment on second floor and office space on first floor.



BUDGET ITEM: 125-5-590-2-65800

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Approve, deny or Table

ATTACHMENTS: See attachment below

PREPARED BY: Linda Beck

DATE PREPARED: 9/12/2019



417 Cedar
Street
Tipton, IA 52772
(563) 886-4597

9/12/2019

Dear City Council Members:

The Tipton Development Commission met on September 12, 2019 to consider a DRIP (Downtown Revitalization Incentive Program) request. Request was approved.

DRIP Request:

John & Sally Groves DBS: JS Groves LLC

- Project Total: \$44,982.00
- Program Category: Commercial
- \$7,500.00 approved by the Commission
- Project meets the guidelines

Respectfully Submitted,

Linda Beck
Tipton Development Director

AGENDA ITEM I4

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	9/16/2019
AGENDA ITEM:	TRIP Program Request
ACTION:	Motion to approve, deny or table

SYNOPSIS:

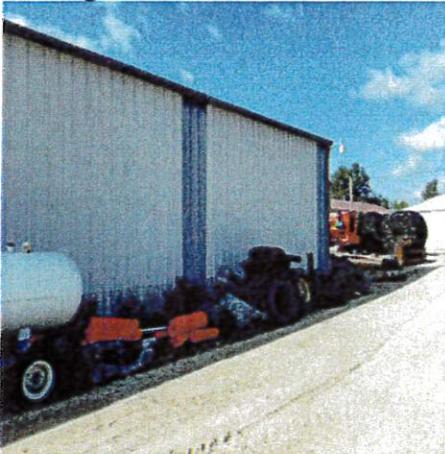
Tipton Revitalization Incentive Program (TRIP) Request

Applicant: Zach Pedersen DBS: Pedersen Land Improvement
67 Spruce Street
Tipton

Amount Requested: \$6,500.00 to begin project. Reimbursement will be made after completion of the project

Commercial Grant for 2 steel insulated commercial doors. Replacing old overhead door with a new door and adding an overhead door to the northside of the building.

Adding new Commercial Door



Replacing Door



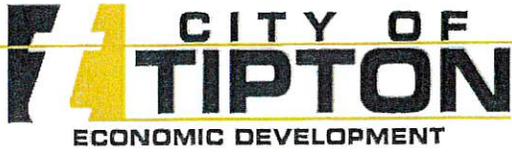
BUDGET ITEM: 125-5-590-2-65800

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Approve, deny or Table
ATTACHMENTS: See attachment below

PREPARED BY: Linda Beck

DATE PREPARED: 9/12/2019



417 Cedar
Street
Tipton, IA 52772
(563) 886-4597

9/12/2019

Dear City Council Members:

The Tipton Development Commission met on September 12, 2019 to consider a TRIP (Tipton Revitalization Incentive Program) request. Request was approved.

TRIP Request:

Zach Pedersen DBS: Pedersen Land Improvement

- Project Total: \$13,000.00
- Program Category: Commercial
- \$6,500.00 approved by the Commission
- Project meets the guidelines

Respectfully Submitted,

Linda Beck
Tipton Development Director

AGENDA ITEM # 15

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE: September 16, 2019

AGENDA ITEM: James Kennedy Aquatic Center – Fire Alarm Replacement

ACTION: Motion

SYNOPSIS:

Attached are quotes from Lectronics, Inc. and Johnson Controls for a replacement of our fire alarm panel at the James Kennedy Aquatic Center. We were informed that our fire alarm panel no longer has replacement parts for our existing panel. These quotes include new panel, specs, removal of old and installation of a new panel.

Lectronics, Inc. - \$2,884.86

- Control Panel
- Batteries
- Surge Protector
- Smoke Detector to meet code
- Test and Train

Johnson Controls - \$4,069.00

- Same points as Lectronics, Inc.

My recommendation would be to go through Lectronics, Inc.

I will be at the council meeting if you have any questions.

BUDGET ITEM: Operational Equipment Maintenance and Repair

RESPONSIBLE DEPARTMENT: Aquatic Center

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Quote – Lectronics, Inc. & Johnson Controls

PREPARED BY: Adam Spangler

DATE PREPARED: 9/12/19

Lectronics, Inc.

P.O. Box 3057
522 North 2nd Street
Clinton, IA 52732
(563) 242-1223

1305 - 1st Avenue
Rock Falls, IL 61071
(815) 625-0560

Alarm Proposal For Tipton Aquatic Building

- 1 Firelite FL-MS4 4 Zone Fire Control Panel
- 2 12V 7AH SLA Batteries
- 1 DK-120HWL0K 120V Parallel Prot with Lockout-Surge Protector
- 1 BK-2WB 2 Wire P/E Smoke Detector
- Miscellaneous Hardware

Lectronics will replace old fire alarm panel and install the new Firelite fire alarm control and install a new smoke detector near the fire panel to meet code. Lectronics will hook up existing pull stations, horns, and duct detectors to new system. Test and train.

\$2,884.86 + tax

All prices are subject to sales tax if applicable.

Lectronics, Inc Authorized Signature _____

Accepted by Authorized Signature _____

Date Accepted _____

11318 AURORA AVE
URBANDALE, IA 50322
(515) 278 4100
FAX: (515) 252 0001

Johnson Controls Quotation

TO:
Tipton Aquatic Center
407 Lynn St
TIPTON, IA 52772-1633

Project: Tipton Aquatic Center-
Customer Reference: Tipton Aquatic Center-
Johnson Controls Reference: 320436153
Date: 07/25/2019
Page 1 of 7

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

Comments

A Proposal from Johnson Controls Fire Protection LP

December 15, 2018,

The attached proposal is being submitted under our new company name -- Johnson Controls Fire Protection LP.

Following the recent merger between Tyco and Johnson Controls, the brand identity of SimplexGrinnell and other Tyco businesses is transitioning to Johnson Controls. In your jurisdiction, our license to provide fire protection solutions and services is now listed under Johnson Controls Fire Protection LP. This relicensing involves only a name change from the previous SimplexGrinnell LP corporate name. Therefore, the corporate tax identification, corporate structure and other pertinent information regarding our fire protection business remains the same.

Because we are in the midst of updating the internal business systems that generate proposals and quotes for fire protection solutions and services, the branding on the subsequent page(s) of this submittal is still identified as SimplexGrinnell. The work being proposed, however, will be performed under Johnson Controls Fire Protection LP (f/k/a SimplexGrinnell). We expect the rebranding of our proposal-generating systems to be completed in the coming months.

We thank you for your consideration of this proposal from Johnson Controls Fire Protection LP. Please contact me with any questions at 319-560-1440

Thank you
Charles Whittlesey
ESSR

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.
Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

© 2018 Johnson Controls. ALL RIGHTS RESERVED.

Johnson Controls Quotation

Comments (continued)

Dear Sir or Madam:

Scope of Work:

- SimplexGrinnell will provide Model 4007ES Fire Panel Replacement as noted on proposal.
- Customer will be responsible for any wiring deficiencies at time of replacement.
- SimplexGrinnell will provide Nicet Certified Electrician for removal and installation of new panel per code.
Simplex will mount new panel surface to wall over old panel box per conversation with Adam Spangler.
SimplexGrinnell will add One Smoke Detector and Base to cover panel area per code.
Simplex's Nicet Certified Electrician will be responsible for new conduit and box per code.
SimplexGrinnell will provide Programming of Fire Alarm System.
- SimplexGrinnell's Nicet Certified Technician will program and test device per code.
- SimplexGrinnell will provide a one year warranty on all new equipment.

Note: Due to the complexity of this cross over to a complete new panel and devices, It may require more than one business day to complete and Fire Watch may be required. Customer will be advised if required.

All work by SimplexGrinnell to be done Monday - Friday during normal SimplexGrinnell working hours unless changes are agreed upon by the Customer, Electrical Contractor and SimplexGrinnell.
--SimplexGrinnell Terms & Conditions of Sale apply to this quote. All prices subject to review after 30 days.

--We include: technical support, programming, training, and final checkout of system operation.

--We exclude: wire, installation and taxes.

--Please reference SimplexGrinnell quote number when issuing your PO.

We are enclosing the bid of SimplexGrinnell LP (herein "Contractor") relative to the above captioned bid solicitation (herein the "Specifications") for the furnishing of a [type of system or services to be provided] to [Customer Name].

We are submitting this bid subject to our being able to work out a mutually satisfactory definitive agreement as to the parties obligations under the Specifications. Our submission of the bid is based upon the assumption that if we are the successful bidder, then such a mutually satisfactory, definitive agreement between the parties will be entered into. In the event that you are not agreeable to

the acceptance of this bid pursuant to the conditions set forth above, or, if we are awarded the bid but are

unable to negotiate a mutually satisfactory definitive agreement with you, then our bid will be deemed null

and void and the same shall be withdrawn from consideration by you without penalty.

Please contact me with any questions at 319-560-1440

Thank you

Charles Whittlesey

ESSR

Project: Tipton Aquatic Center-
Customer Reference: Tipton Aquatic Center-
Johnson Controls Reference: 320436153
Date: 07/25/2019
Page 3 of 7

Johnson Controls Quotation

Comments (continued)

Johnson Controls Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION
	Sub Contrator	
	New Material List	
	Fire Alarm Panel	
1	4007-9102	4007ES HYBRID FACP, PLATINUM
1	4007-9806	SDACT MODULE
2	2081-9274	BATTERY 10AH
1	ETHEDROP	ETHERNET-NETWORK COMPATIBLE
1	2975-9813	BOX TRIM BAND PLATINUM
	Smoke above the Panel	
1	4098-9714	PHOTO SENSOR
1	4098-9792	SENSOR BASE
	Sub Contrator	
	DPSUB	SUBCONTRACTING LABOR
	Professional Services - Sub Contrator	
	PM LAB	PROJECT/CONSTRUCTION MGMT
	Technical Services - Sub Contrator	
	COMM LAB	Commissioning Labor

Total net selling price, FOB shipping point, \$4,069.00

TERMS AND CONDITIONS (Rev. 3/19)

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees.

2. Deposit. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit within three (3) business days after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required

will be provided at an additional cost to Customer.

6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be

performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

10. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

11. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage

due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

15. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

16. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

17. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or

construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

18. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

19. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

20. Backcharges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

21. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

22. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

23. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the

Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

24. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

25. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

26. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all

charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current

fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

30. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

31. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

32. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

33. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

36. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.jci.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES.** This proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

<p>Offered By: Johnson Controls Fire Protection LP License#: 11318 AURORA AVE URBANDALE, IA 50322</p> <p>Telephone: (515) 278 4100 Fax: 319-393-3247</p> <p>Representative: <u>Charles Whittlesey</u></p> <p>Email: <u>charles.whittlesey@jci.com</u></p>	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>P.O.#: _____ Date: _____</p>
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Features

Flexible standard combination of conventional and addressable initiation satisfies a wide variety of new and retrofit applications

4.3" (109 mm) Diagonal color touchscreen display:

- Convenient and intuitive user interface provides detailed system status and individual point information

Eight Point Zone/Relay Module:

- Each point is selectable as an IDC input or Relay output, Class A IDCs require 2 points (one out and one return); one module is standard, up to 3 additional modules can be field installed for a total of 4 eight point zone/relay modules per system
- Each point on the IDC/Relay Module can be configured as a control relay rated 2 A @ 30 VDC (resistive) as either normally open or normally closed
- Can be powered directly from the power supply or through the optional 25 VDC Regulator Module
- **IDC end-of-line resistor value can be selected** from a wide range of resistance values for retrofit convenience

Electrically isolated IDNet+ addressable initiating device SLC:

- Provides built-in short circuit isolation for monitoring and control of TrueAlarm analog sensors and IDNet communications monitoring and control devices; for use with either shielded or unshielded, twisted or untwisted single pair wiring; outputs are Class A or Class B
- Standard panel SLC provides up to 100 addressable points; optional additional loop expansion modules provide an additional isolated loop with short circuit isolation for the IDNet+ channel; each loop expansion module also provides an additional 75 addressable points to the IDNet+ channel capacity for a total of up to 250 addressable points

Power Supply Features:

- Four Notification Appliance Circuits (NACs) selectable as Class A or Class B with 6 A total available current
- **NAC end-of-line resistor value can be selected** from a wide range of resistance values for retrofit convenience
- Additional notification power capacity is available using the 4009 IDNet NAC Extender
- Battery backup charging of up to 33 Ah; up to 18 Ah for cabinet mounted batteries and up to 33 Ah batteries for mounting in close-nipped remote battery cabinet

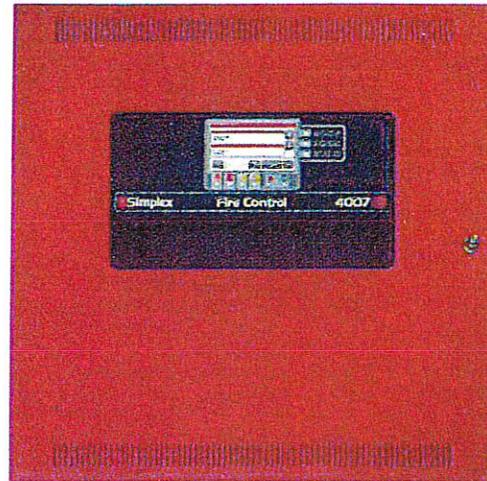
General Mechanical:

- Compact red or platinum cabinet for convenient surface or semi-flush mounting; rated NEMA 1 and IP30

Software Feature Summary:

- Current and previous panel configuration are both maintained in on-board memory to allow easy selection of desired revision

* This product has been approved by the California State Fire Marshal (CSFM) pursuant to Section 13144.1 of the California Health and Safety Code. See CSFM Listing 7165-0026:0378 for allowable values and/or conditions concerning material presented in this document. These products were not FM approved as of document revision date. Additional listings may be applicable; contact your local Simplex product supplier for the latest status. Listings and approvals under Simplex Time Recorder Co. are the property of Tyco Fire Protection Products.



4007ES Hybrid Panel Front View

Software Feature Summary (Continued):

- An internal Ethernet service port and an internal serial service port are available for service computer connections to perform configuration updates, downloads and uploads; report downloads, and system software updates (Ethernet port only)
- An internal USB interface allows a compatible portable memory device (memory stick/thumb drive) to store job revisions, upload revised jobs, upload panel software updates, and download detailed system reports without requiring connection of a service computer to the panel

Optional modules and connections include:

- Point or Event DACT assembly that is compatible with IP Communicators
- Up to two additional IDNet+ addressable device output loop connections with short circuit fault protection and with 75 additional point capacity each
- Front mounted 48 LED annunciator with custom label inserts provides 24 Yellow LEDs, 20 Red LEDs, and 4 Red/Green LEDs; LEDs are programmable for up to 24 IDC zones of alarm and trouble annunciation or as required for custom annunciation requirements
- Remote LED annunciator support via RUI (remote unit interface) communications port for use with unshielded, twisted pair wiring (UTP)
- Alarm relays and auxiliary relays
- City connections, with or without disconnect switch
- 4003EC Voice Control Panels
- 4009 IDNet NAC Extenders to extend NAC capability for power and distance

4007ES Listings reference:

- UL 864, Fire Detection and Control (UOJZ)
- ULC S527, Control Units for Fire Alarm Systems

Change or Extra Work Order

Date Prepared	September 5, 2019
Project Name	Tipton Family Aquatic Center
Contractor	Sheets Construction
HBK Job#	17-0974

You Are Hearby Authorized to Make the Following Changes to the Contract Documents

Deduct \$4,250.00 from original contract amount.

Reason for Change or Extra Work

This cost deduction is associated with the reuse of the existing metal coping.

Description of Items Involved	Count	Cost	Line Total
Reusing the existing coping metal cap in lieu of fabricating and installing new coping cap metal			- 4,250.00

Additional Notes, Instructions or Attachments

Subtotal	\$	-4,250.00
Discount		-
Sales Tax Rate	%	0.00
Sales Tax		-
Total Change	\$	-4,250.00

Approval of Change Order

Sandra Smith
Project Manager


Signature

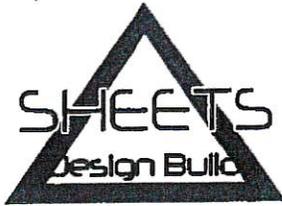
9/5/2019
Date

Owner Approval

Signature

Date

Should you have any inquiries concerning this document, please contact Sandra Smith on 319-338-7557



August 27th, 2019

HBK Engineering
Joel Miller
509 S. Gilbert St.
Iowa City, IA 52240

RE: Tipton Aquatic Center – ITC #3

Dear Mr. Miller:

Please find below the cost deductions associated with the reuse of the existing metal coping. The price generated from HBK Engineering. Attached, you will find estimates with labor and material cost breakdowns regarding the scope change.

Item 1

TOTAL COST ITEM 1:

-\$4,250.00

Please don't hesitate to call with any questions or concerns.

Sincerely,
Greg Rickels
Greg Rickels,
Project Manager
Sheets Design Build

Work Order Estimate

Project: CITY OF TIPTON AQUATIC CENTER
 Location: TIPTON
 Job #: 3412019
 Date: 8/27/2019

Insurance: 0.00%
 OH & P: 10.0%
 Estimate By: Greg Rickels
 Checked By: Same

Item #: PR-3							
REUSE OF METAL COPING							
CSI #	Description	Quantity	Unit	Labor	Mat'l	Subcont.	Extended Cost
	GIESE ROOFING COMPANY ESTIMATE	1.0	LS			\$ (3,750.00)	\$ (3,750.00) (4,167)
							\$ - -
							\$ - -
							\$ - -
							\$ - -
							\$ - -
	INSURANCE 1%	1.0			\$ (37.50)		\$ (37.50) (42)
	BOND 1%	1.00	LS		\$ (37.50)		\$ (37.50) (42)
						Subtotal	(3,825)
						OH & P	(425)
						Total This Alternate	\$ (4,250) (4,250)

GIESE

ROOFING COMPANY

2820 Elm Street ◊ Dubuque, Iowa 52001
Phone (563)-588-2060 ◊ FAX (563)-588-2068

CHANGE ORDER REQUEST

PROJECT:
City of Tipton – James Kennedy Aquatic Center

CHANGE ORDER NUMBER: #1

DATE: 8-27-2019

THE CONTRACT IS CHANGED AS FOLLOWS:

Reusing the existing coping metal cap in lieu of fabricating and installing new coping cap metal.

ADD/DEDUCT: (S3,750.00)

AGENDA ITEM # I7

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	September 10, 2019
AGENDA ITEM:	Northern Natural Gas Rate Case
ACTION:	Motion

SYNOPSIS: Requesting approval for payment to NMDG (Northern Municipal Distributors Group) Litigation and Regulatory Fund Assessment.

Northern has increased transportation rates 91% starting in January 2020. The NMDG has joined with the MRGTF (Midwest Region Gas Task Force) a group of Minnesota Northern Natural Gas customers to file a protest to intervene with FERC (Federal Energy Regulatory Commission).

It is up to FERC to determine if this massive rate increase is justified. If FERC determines it is not justified, all or a portion of the rate increase could be refunded. This process could take up to 2 years.

An estimate of the litigation expenses and the protest are attached.

I am recommending the council approve paying the invoice of \$2,795.13 from NMDG. The members of NMDG and MRGTF contribute to this fund and the litigation fees are paid as needed from the fund.

BUDGET ITEM:

RESPONSIBLE DEPARTMENT: Gas

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Invoice

PREPARED BY: Virgil Penrod

DATE PREPARED: 9/10/19

NMDG

Litigation & Regulatory Fund Assessments

Assessment Year	2019
Total Assessment	\$100,000.00
Throughput Period	11/1/2017 through 10/31/2018

Utility Name	2018	% of Total	75%	25%	Total Assessment
	Throughput		Throughput Assessment	Base Assessment	
Alton	80,694	1.02%	767.72	833.33	\$1,601.05
Cascade	95,385	1.21%	907.49	833.33	\$1,740.82
Cedar Falls	2,427,840	30.80%	23,098.30	833.33	\$23,931.64
Coon Rapids	76,835	0.97%	731.00	833.33	\$1,564.34
Emmetsburg	239,443	3.04%	2,278.04	833.33	\$3,111.38
Everly	38,981	0.49%	370.86	833.33	\$1,204.20
Gilmore City	100,507	1.27%	956.22	833.33	\$1,789.55
Graettinger	50,070	0.64%	476.36	833.33	\$1,309.70
Guthrie Center	134,107	1.70%	1,275.88	833.33	\$2,109.22
Harlan	472,468	5.99%	4,495.03	833.33	\$5,328.36
Hartley	117,314	1.49%	1,116.12	833.33	\$1,949.45
Hawarden	118,927	1.51%	1,131.46	833.33	\$1,964.80
Lake Park	102,412	1.30%	974.34	833.33	\$1,807.67
Manilla	28,002	0.36%	266.41	833.33	\$1,099.74
Manning	137,454	1.74%	1,307.73	833.33	\$2,141.06
Orange City	353,964	4.49%	3,367.59	833.33	\$4,200.92
Osage	354,080	4.49%	3,368.69	833.33	\$4,202.03
Preston	57,634	0.73%	548.33	833.33	\$1,381.66
Remsen	118,927	1.51%	1,131.46	833.33	\$1,964.80
Rock Rapids	164,077	2.08%	1,561.02	833.33	\$2,394.35
Rolfe	37,226	0.47%	354.17	833.33	\$1,187.50
Sabula	25,872	0.33%	246.14	833.33	\$1,079.48
Sac City	120,409	1.53%	1,145.56	833.33	\$1,978.90
Sanborn	175,174	2.22%	1,666.59	833.33	\$2,499.93
Sioux Center	1,188,061	15.07%	11,303.13	833.33	\$12,136.46
Tipton	206,203	2.62%	1,961.80	833.33	\$2,795.13
Waukee	636,810	8.08%	6,058.57	833.33	\$6,891.90
West Bend	99,909	1.27%	950.53	833.33	\$1,783.86
Whittemore	68,086	0.86%	647.77	833.33	\$1,481.10
Woodbine	56,305	0.71%	535.68	833.33	\$1,369.02
Total	7,883,176	100%	75,000.00	25,000.00	\$100,000.00

Northern Municipal Distributors Group

1735 NE 70th Ave
Ankeny, IA 50021-9353

Invoice

Date	Invoice #
9/5/2019	202

Terms
Due on receipt

Bill To
Tipton Municipal Utilities 407 Lynn Street Tipton, IA 52772-1633

Description	Quantity	Rate	Amount
L&R Fund Assessment - 2019	1	2,795.13	2,795.13

Email Address	Phone #	Fax #
jvandusseldorp@iamu.org	515-289-1999	515-289-2499

Payments/Credits	\$0.00
Total Due	\$2,795.13

Please make check payable to NMDG

RESOLUTION NO. 091619A

RESOLUTION APPROVING THE STREET FINANCE REPORT
FOR ROAD USE TAX FUNDS USED ON CITY STREETS
AND PARKING

WHEREAS, the City of Tipton, Iowa has accepted and expended funds from the Road Use Tax Fund; and,

WHEREAS, the City of Tipton is required to submit an annual Street Finance Report to the Iowa Department of Transportation.

NOW, THEREFORE, Be It Resolved by the City Council of the City of Tipton, Iowa, that the 2019 Fiscal Year Street Finance Report as prepared by City staff is hereby approved and City staff is directed to file said report with the Iowa Department of Transportation.

PASSED AND APPROVED this 16th day of September, 2019.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution No. 091619A which was passed and approved this 16th day of September 2019.

Amy Lenz, City Clerk



Form 517007 {5-2019}
Office of Local Systems
Ames, IA 50010

City Name
TIPTON
City Number
7677

City Street Financial Report

Report Generated
9/12/2019 8:17 AM
Fiscal Year
2019
Sheet
1 of 8

Cover Sheet

Now therefore let it be resolved that the city council _____ TIPTON _____, Iowa
(City Name)

On _____ 09/16/2019 _____ did hereby approve and adopt the annual
(month/day/year)

City Street Financial Report from July 1, _____ 2018 _____ to June 30, _____ 2019 _____
(Year) (Year)

Contact Information

Name	E-mail Address	Street Address	city	ZIP Code
Melissa Armstrong	marmstrong@tiptoniowa.org	407 Lynn	Tipton	52772-1699
Hours	Phone	Extension	Phone(Alternative)	
7:30 - 4:00	563-886-6187		563-886-4231	

Preparer Information

Name	E-mail Address	Phone	Extension
Melissa Armstrong	marmstrong@tiptoniowa.org	563-886-6187	

Mayor Information

Name	E-mail Address	Street Address	city	ZIP Code
Bryan Carney	mayor@tiptoniowa.org	407 Lynn	Tipton	52772-1699
Phone	Extension			
563-886-4542				

Resolution Number _____ 091619A _____

Signature Mayor

Signature City Clerk



Form 517007 {5-2019}
Office of Local Systems
Ames, IA 50010

City Name
TIPTON
City Number
7677

City Street Financial Report

Printed on
9/12/2019 8:17 AM
Fiscal Year
2019
Page
2 of 8

Summary Statement Sheet

Column 1 Column 2 Column 3 Column 4
Road use Other Street Street Debt Totals
Tax Fund Monies

Round Figures to Nearest Dollars

A. BEGINNING BALANCE				
	Column 1	Column 2	Column 3	Column 4
	Road use	Other Street	Street Debt	Totals
	Tax Fund	Monies		
1. July 1 Balance	\$832,572	\$2,297,780	-\$53,916	\$3,076,436
2. Adjustments (Note on Explanation Sheet)	-\$31,514	\$0	\$0	-\$31,514
3. Adjusted Balance	\$801,058	\$2,297,780	-\$53,916	\$3,044,922
B. REVENUES				
	Column 1	Column 2	Column 3	Column 4
	Road use	Other Street	Street Debt	Totals
	Tax Fund	Monies		
1. Road Use Tax	\$416,107			\$416,107
2. Property Taxes		\$0	\$78,746	\$78,746
3. Special Assessments		\$0	\$0	\$0
4. Miscellaneous		\$390,412	\$0	\$390,412
5. Proceeds from Bonds, Notes, and Loans		\$0	\$0	\$0
6. Interest Earned		\$10,702	\$11,689	\$22,391
7. Total Revenues (Lines B1 thru B6)	\$416,107	\$401,114	\$90,435	\$907,656
C. Total Funds Available (Line A3 + Line B7)				
	\$1,217,165	\$2,698,894	\$36,519	\$3,952,578

Column 1 Column 2 Column 3 Column 4
Road use Other Street Street Debt Totals
Tax Fund Monies

Round Figures to Nearest Dollars

EXPENSES				
	Column 1	Column 2	Column 3	Column 4
	Road use	Other Street	Street Debt	Totals
	Tax Fund	Monies		
D. Maintenance				
1. RoadWay Maintenance	\$15,698	\$162,815	\$0	\$178,513
2. Snow and Ice Removal	\$59,619	\$0	\$0	\$59,619
E. Construction, Reconstruction and Improvements				
1. Engineering	\$240,564	\$0	\$0	\$240,564
2. Right of Way Purchased	\$0	\$0	\$0	\$0
3. Street/Bridge Construction	\$373,404	\$0	\$1,387,037	\$1,760,441
4. Traffic Services	\$6,130	\$0	\$0	\$6,130
F. Administration	\$0	\$56,572	\$0	\$56,572
G. Equipment	\$0	\$109	\$0	\$109
H. Miscellaneous		\$10,699	\$8,778	\$19,477
J. street Debt				
1. Bonds, Notes and Loans -Principal Paid	\$0	\$0	\$270,946	\$270,946
2. Bonds, Notes and Loans - Interest Paid	\$0	\$0	\$76,318	\$76,318
TOTALS				
K. Total Expenses (Lines D thru J)	\$695,415	\$230,195	\$1,743,079	\$2,668,689
L. Ending Balance (Line C-K)	\$521,750	\$2,468,699	-\$1,706,560	\$1,283,889
M. Total Funds Accounted For (K + L = C)	\$1,217,165	\$2,698,894	\$36,519	\$3,952,578



Form 517007 {5-2019}
Office of Local Systems
Ames, IA 50010

City Street Financial Report

Report Generated
9/12/2019 8:17 AM
Fiscal Year
2019
Sheet
3 of 8

City Name
TIPTON
City Number
2019

Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
170---Reimbursements (misc.)	\$850.00	\$0.00
190---Other Miscellaneous	\$3,446.00	\$0.00
192---Donations	\$2,000.00	\$0.00
112---Utility Revenue	\$28,238.00	\$0.00
194---General Fund Transfers	\$355,878.00	\$0.00
Line B4 Totals	\$390,412.00	\$0.00

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees, bond fees etc. (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
220---Insurance	\$9,407.00	\$0.00
240---Administrative Costs (Printing, Legal Fees, etc.)	\$1,292.00	\$8,778.00
Line H Totals	\$10,699.00	\$8,778.00



Form 517007 {5-2019}
Office of Local Systems
Ames, IA 50010

City Street Financial Report

Report Generated
9/12/2019 8:17 AM
Fiscal Year
2019
Page
4 of 8

City Name
TIPTON
City Number
7077

Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
<input type="checkbox"/>	General Obligation	Street Improvements	102	03/23/2015	\$162,000	100	2026	\$119,500	\$14,450	\$3,294	\$14,450	\$3,294	\$105,050
<input type="checkbox"/>	General Obligation	Street Improvements	103	11/14/2011	\$610,000	100	2022	\$205,000	\$55,000	\$4,980	\$55,000	\$4,980	\$150,000
<input type="checkbox"/>	General Obligation	Street Improvements	104	11/14/2011	\$970,000	100	2022	\$412,500	\$105,000	\$13,020	\$105,000	\$13,020	\$307,500
<input type="checkbox"/>	General Obligation	Street Improvements	105	03/11/2013	\$400,814	100	2023	\$256,867	\$47,983	\$4,080	\$47,983	\$4,080	\$208,884
<input type="checkbox"/>	General Obligation	Street Improvements	106	06/19/2018	\$1,502,066	100	2029	\$1,502,066	\$0	\$43,827	\$0	\$43,827	\$1,502,066
<input type="checkbox"/>	General Obligation	Equipment	401	03/11/2013	\$153,618	100	2023	\$98,078	\$18,513	\$1,574	\$18,513	\$1,574	\$79,565
<input type="checkbox"/>	General Obligation	Bridge or Building	601	11/14/2011	\$305,000	100	2024	\$215,000	\$30,000	\$5,543	\$30,000	\$5,543	\$185,000
New Bond Totals					\$0	\$0	Totals	\$2,809,011	\$270,946	\$76,318	\$270,946	\$76,318	\$2,538,065



Form 517007 {5-2019}
Office of Local Systems
Ames, IA 50010

City Name
TIPTON
City Number
7877

City Street Financial Report

Report Generated
9/12/2019 8:17 AM
Fiscal Year
2019
Page
5 of 8

Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

Check here if there are no entities for this year

Project Final Costs Sheet (Section A)

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
-------------------	-------------------	-----------------	--------------------	---

Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/ Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
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Form 517007 {5-2019}
Office of Local Systems
Ames, IA 50010

City Street Financial Report

City Name
TIPTON
City Number
7077

9/12/2019 8:17 AM
Fiscal Year
2019
Sheet
6 of 8

Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
017	1976	Caterpillar Road Grader	\$32,000	\$0		\$0		No	NOCH
021	2007	International 4300	\$48,049	\$0		\$0		No	NOCH
026	2001	Freightliner FL-70	\$35,000	\$0		\$0		No	NOCH
018	2017	Case Backhoe/Loader	\$105,945	\$0		\$0		No	NOCH
138	2005	Bobcat Skid Steer	\$25,326	\$0		\$0		No	NOCH
029	2001	International 4300	\$50,000	\$0		\$0		No	NOCH
015	2012	Ford 550 Dump Truck	\$61,843	\$0		\$0		No	NOCH
025	2013	Elgin Pelican Street Sweeper	\$157,265	\$0		\$0		No	NOCH
27	2019	Freighliner	\$141,000	\$0		\$0		Yes	NEW
	2019	Vermeer VX50-500 Pothole Vac	\$28,333	\$0		\$0		Yes	NEW
	2015	Crafco Pothole Patcher	\$40,000	\$0		\$0		Yes	NEW



Form 517007 {5-2019}
Office of Local Systems
Ames, IA 50010

City Street Financial Report

Report Generated
9/12/2019 8:17 AM
Fiscal Year
2019
Sheet
7 of 8

City Name
TIPTON
City Number
0000

Explanation Sheet

Comments
Adjustment was made on Summary Page A, Column 1, Road Use Tax Fund Beginning Balance. I have attached our audit that shows the balance on June 30, 2018 was \$801,058, as shown on page 16.
Adjustment was made on Summary Page E, Column 1, Engineering. I added in \$59,856 that was not included as an engineering expense in the FY17-18 SFR.



Form 517007 {5-2019}
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City Name
TIPTON
City Number
1677

City Street Financial Report

Report Generated
9/12/2019 8:17 AM
Fiscal Year
2019
Page
8 of 8

Monthly Payment Sheet

Month	Road Use tax Payments
July	\$30,717.98
August	\$48,702.20
September	\$46,730.71
October	\$28,871.29
November	\$36,112.64
December	\$36,561.53
January	\$35,143.37
February	\$34,827.01
March	\$28,366.74
April	\$17,530.10
May	\$38,831.49
June	\$33,712.16
Totals	\$416,107.22



GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

September 5, 2019

Brian Wagner, City Manager
City of Tipton
407 Lynn Street
Tipton, IA 52772

Re: Street Improvements 2018-2019
Tipton, Iowa
G&A 5018234

Dear Brian:

Enclosed is our last invoice for the referenced project in the amount of \$15,665.35. This will bring our total billed for the project to \$58,205.89. Our original contract was in the amount of \$40,800.

The reason for the increase was the additional work added to the project which increased our time for staking of the project, mapping that was supplied to the contractor, and construction observation.

The original construction was for \$294,922.00 and our engineering costs were 13.83% of the construction costs. With the additional amount we are requesting our engineering costs will be 13.17% of the revised costs of \$442,082.00

Please review and contact me with any questions.

Sincerely,
GARDEN & ASSOCIATES, LTD.

Jack Pope, P.E.

JP/



GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

City of Tipton
407 Lynn
Tipton, IA 52772

September 5, 2019
Invoice No: 38576

Project 5018234 Tipton - 2018-2019 Street Projects.
Client ID# 11333

Professional Services for the Period: May 23, 2019 to August 29, 2019

Professional Services

	Hours	Rate	Amount
Principal Engineer	16.50	145.00	2,392.50
Technician #3	124.00	87.00	10,788.00
Technician #4	11.00	81.00	891.00
Technician #5	.50	71.00	35.50
Technician #6	2.25	57.00	128.25
Totals	154.25		14,235.25
Total Professional Services			14,235.25

Unit Billing

Copies-Specs.			7.35
Mileage			1,321.50
Robot Total Station Equipment			101.25
Total Units			1,430.10

Total Project Invoice Amount \$15,665.35

GARDEN & ASSOCIATES, LTD.

JACK POPE, PE

ENGINEERS AND SURVEYORS

OSKALOOSA IOWA

CRESTON IOWA

AGENDA ITEM I 10

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	September 16, 2019
AGENDA ITEM:	One Time Water & Sewer Bill Exemption, 42 Spruce Street
ACTION:	Motion

SYNOPSIS: Attached is a current utility bill and letter from Duane Webb requesting a one-time water and sewer adjustment for the Heartland Sports Complex 42 Spruce Street. If the council would approve the request, it would reduce their bill by \$500, which is the maximum exemption.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Utilities

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Exemption Request

PREPARED BY: Cindy Doermann

DATE PREPARED: 09/12/2019

RECEIVED SEP 06 2019



P.O. Box 67
Tipton, IA 52772

September 6, 2019

City of Tipton
407 Lynn Street
Tipton, IA 52772

To whom it may concern:

We are asking that you please waive the fee for the excessive water usage noted on the most recent billing. The service dates are July 5, 2019 through August 5, 2019. The usage should have been zero or close to it, as there was no activity at the complex during this billing period.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Duane Webb". The signature is written in a cursive, slightly slanted style.

Duane Webb
Board Treasurer

A local nonprofit.

Murry Mente
Lesley Puffer

563-357-1402
319-530-3494

Randy Shumaker
Duane Webb

563-357-3682
563-886-4158

Jim Becker

563-886-6729



407 Lynn St. Tipton, Iowa 563.886.6187 www.tiptoniowa.org

Account Number	Amount Due
10-0160-00	\$1,088.48
Due Date	After Due Date Pay
09/18/2019	\$1,104.83
Service Address	
42 SPRUCE	

There will be a \$30.00 charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

HEARTLAND SPORTS COMPLEX
PO BOX 67
TIPTON IA 52772

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



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

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name		Service Address			Account Number	
HEARTLAND SPORTS COMPLEX		42 SPRUCE			10-0160-00	
Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
ACTIVE	07/05/2019	08/05/2019	31	08/28/2019	09/19/2019	09/18/2019

PREVIOUS BALANCE 263.38
PAYMENTS 263.38

CURRENT		PREVIOUS	
DATE	READING	DATE	READING
08/05/2019	11211	07/05/2019	11174
	11591		11591
08/05/2019	4917	07/05/2019	3912

CURRENT BALANCE		
USAGE		
1480	COMMERCIAL ELECTRI	100.38
	ENERGY ADJ 0.0331	49.13
0		
10050	COMMERCIAL WATER	287.93 137.93
	C- EL BASE CHARGE	18.75
	C- GAS BASIC CHARGES	15.00
	C- SWR BASIC CHARGE	13.00
	C- WTR BASIC CHARGE	13.00
10050	COMMERCIAL SEWER	287.93 137.93
	STORM WATER FEE -	5.00
	C - GARBAGE 35 GAL	21.75
	SWR WWTP FLAT FEE	10.00
	SALES TAX	43.33
	WATER EXCISE TAX	23.28

max water adj \$250.00
max sewer adj \$250.00
500.00

ELEC USAGE - PREV YEAR : 1120
WATER USAGE - PREV YEAR : 70

CURRENT BILL ~~\$1,088.48~~ 588.48
AMOUNT DUE \$1,088.48
AMOUNT DUE AFTER 09/18/2019 \$1,104.83

		Read		Total	Demand		Reading		
Month	Date	Previous	Current	Consumption	Read	Consumption	Flag	Source	Occupant
Year : 2019 Total 8									
Aug	08/05/2019	3912	4917	10050			Regular	Hand Held	00
Jul	07/05/2019	3900	3912	120			Regular	Manual Read	00
Jun	06/05/2019	3892	3900	80			Regular	Hand Held	00
May	05/06/2019	3886	3892	60			Regular	Hand Held	00
Apr	04/04/2019	3836	3886	500			Regular	Hand Held	00
Mar	03/08/2019	3722	3836	1140			Regular	Hand Held	00
Feb	02/06/2019	3626	3722	960			Regular	Hand Held	00
Jan	01/07/2019	3601	3626	250			Regular	Hand Held	00
Year : 2018 Total 12									
Dec	12/10/2018	3555	3601	460			Regular	Hand Held	00
Nov	11/07/2018	3104	3555	4510			Regular	Hand Held	00
Oct	10/05/2018	3097	3104	70			Regular	Hand Held	00
Sep	09/06/2018	3090	3097	70			Regular	Hand Held	00
Aug	08/06/2018	3083	3090	70			Regular	Hand Held	00
Jul	07/06/2018	3078	3083	50			Regular	Hand Held	00
Jun	06/06/2018	3074	3078	40			Regular	Hand Held	00
May	05/07/2018	3069	3074	50			Regular	Hand Held	00
Apr	04/06/2018	3059	3069	100			Regular	Hand Held	00
Mar	03/07/2018	2959	3059	1000			Regular	Hand Held	00
Feb	02/05/2018	2839	2959	1200			Regular	Hand Held	00
Jan	01/05/2018	2833	2839	60			Regular	Hand Held	00
Year : 2017 Total 12									
Dec	12/06/2017	2827	2833	60			Regular	Hand Held	00
Nov	11/06/2017	2823	2827	40			Regular	Hand Held	00
Oct	10/06/2017	2818	2823	50			Regular	Hand Held	00
Sep	09/07/2017	2813	2818	50			Regular	Hand Held	00
Aug	08/07/2017	2808	2813	50			Regular	Hand Held	00
Jul	07/07/2017	2803	2808	50			Regular	Hand Held	00
Jun	06/07/2017	2786	2803	170			Regular	Hand Held	00
May	05/08/2017	2767	2786	190			Regular	Hand Held	00
Apr	04/07/2017	2703	2767	640			Regular	Hand Held	00
Mar	03/08/2017	2568	2703	1350			Regular	Hand Held	00
Feb	02/07/2017	2387	2568	1810			Regular	Hand Held	00
Jan	01/06/2017	2357	2387	300			Regular	Manual Read	00
Year : 2016 Total 12									
Dec	12/08/2016	2265	2357	920			Regular	Hand Held	00
Nov	11/07/2016	2210	2265	550			Regular	Hand Held	00
Oct	10/06/2016	2175	2210	350			Regular	Hand Held	00
Sep	09/07/2016	2138	2175	370			Regular	Hand Held	00
Aug	08/08/2016	2103	2138	350			Regular	Hand Held	00
Jul	07/06/2016	2068	2103	350			Regular	Hand Held	00
Jun	06/05/2016	2034	2068	340			Regular	Hand Held	00
May	05/06/2016	1989	2034	450			Regular	Hand Held	00
Apr	04/06/2016	1940	1989	490			Regular	Hand Held	00
Mar	03/06/2016	1794	1940	1460			Regular	Hand Held	00
Feb	02/05/2016	1630	1794	1640			Regular	Hand Held	00
Jan	01/06/2016	1487	1630	1430			Regular	Hand Held	00
Year : 2015 Total 12									
Dec	12/04/2015	1371	1487	1160			Regular	Hand Held	00
Nov	11/04/2015	1311	1371	600			Regular	Hand Held	00
Oct	10/05/2015	1254	1311	570			Regular	Hand Held	00
Sep	09/04/2015	1207	1254	470			Regular	Hand Held	00
Aug	08/05/2015	1160	1207	470			Regular	Hand Held	00
Jul	07/05/2015	1126	1160	340			Regular	Hand Held	00

*Average
LAD*

AGENDA ITEM 11

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	September 16, 2019
AGENDA ITEM:	Garbage Exemption – 208 East 6 th Street Apt. 3
ACTION:	Motion and roll call vote to approve, amend, table or deny the request.

SYNOPSIS: Luann Mausser is requesting a garbage exemption for 208 East 6th Street Apt. 3

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: 09/13/2019

RECEIVED SEP 12 2019

Luann Mausser
604B Meadowland Ct.
Epworth, IA 52045
563.506.3553
lumausser@aol.com

September 12, 2019

City of Tipton
407 Lynn Street
Tipton, IA 52772

Dear City Council,

I am requesting to remove the monthly 'Garbage 35 Gal' charge from my Utility bill (Acct. #05-1402-06). There has been no one living in that unit since July. It will be unoccupied until we can get plans approved for a variance which I am waiting on my contractor to complete with the plan details.

I currently have City Utility services at 208 E. 6th Street, Unit #1.

Please let me know if you have any questions regarding this.

Sincerely,

Luann Mausser

MEMORANDUM OF AGREEMENT
Between

The University of Iowa
Iowa City, Iowa

and

City of Tipton
Tipton, Iowa

THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement") is made and entered into on **September 12, 2019** by and between The University of Iowa, Iowa City, Iowa; (hereinafter "University") and the City of Tipton, 407 Lynn St, Tipton, IA 52772 (hereinafter "Supplier").

RECITALS

WHEREAS, the Supplier desires to collaborate with the University on a public art project consisting of the creation of a mural design for Supplier.

WHEREAS, it is the desire of the University to enter into an Agreement with Supplier to provide The University of Iowa with services as outlined in this agreement.

THEREFORE, In consideration of the promises and the mutual covenants contained therein, the Parties agrees to the following terms and conditions.

TERM

This Agreement shall begin on or about **June 1, 2019** and remain in effect through and including **October 31, 2019** unless earlier terminated.

TERMINATION OF AGREEMENT

Termination for Breach of Agreement: The University may terminate this Agreement upon ten (10) days written notice for breach of this Agreement or any obligation thereof by the Supplier.

Termination for Convenience: The University may terminate at any time within the first 45 days of the initial contract or any and all extension periods, should the University determine the Supplier's performance is or becomes unsatisfactory in the sole opinion of the University, then the contract may be terminated.

Supplier may terminate the Agreement any time within the first 45 days of the initial contract or any and all extension periods should the Supplier determine, in its sole discretion, that the University is not acting in accordance with the terms and conditions of the contract.

LIABILITY

Supplier Liability: To the fullest extent allowed by law, Supplier agrees to indemnify and hold harmless the University of Iowa, the State of Iowa, the Board of Regents, State of Iowa and their agents and employees from and against all claims or losses including reasonable attorneys' fees, arising out of or resulting from the negligence or omissions of the Supplier, its partners, directors, officers, employees, licensees, subcontractors or agents, in the provision of products and services under this contract.

During the performance of Services, Supplier shall be in compliance with all applicable state and federal laws, and the Policies and Procedures of the Board of Regents, State of Iowa, and the University of Iowa, including

but not limited to the University of Iowa Conflict of Interest policy. **Refer to University Operations Manual at www.uiowa.edu/~our/opmanual/**

SCOPE OF WORK

University of Iowa student, Alexis Beucler, hereinafter referred to as the Artist, under the supervision of the University, will design a mural for the Supplier. The Supplier agrees to partner with the University and Artist on this project.

DESIGN PROCESS

- The Artist will submit up to 3 designs in the form of a MURAL DESIGN PROPOSAL to the Supplier via the University by **June 1, 2019**.
- Final selection by the Supplier of the preferred mural design is due by **July 31, 2019**.
- Up to **3** design revisions may be requested by the SUPPLIER by **August 15, 2019**.
- Revisions will be provided within two weeks of SUPPLIER'S request.

THE SUPPLIER AGREES TO

1. Provide a single point managerial-level contact for the University to coordinate all requirements; to be the point of contact for any problems/questions that may arise; meet periodically with University personnel; research information; and deliver special reports as needed or directed by the University related to the Scope of Work.

Supplier's Single Point Contact Person:

Name: Brian Wagner
 Title: City Manager
 Address: 407 Lynn St.
 Tipton, IA 52772
 Email: citymanager@tiptoniowa.org
 Phone: 563.886.6187

2. Comply with all applicable Federal and State laws.
3. To possess and maintain all applicable licenses necessary to conduct business in the State of Iowa.
4. Intentionally Omitted.
5. Intentionally Omitted.
6. Supplier is an independent Supplier and shall not be considered the agent or employee of the University.

FEE STRUCTURE OR PRODUCT PRICING

The University agrees to pay **\$1,500** in artist design fees to **the Artist** and fringe in the amount of **\$177.60** , in accordance with the employment offer letter between the University and Artist.

The Supplier agrees to pay a **\$1,727** invoiced project fee (including design fees, fringe, and some travel). The University will invoice the Supplier following submission of the MURAL DESIGN PROPOSAL.

This Agreement including incorporated addenda shall constitute the entire agreement between the Parties and shall supersede all previous agreements, written or oral. No modification or waiver of any provision shall be valid unless in writing and signed by the Parties.

In the event any portion of this Agreement is found to be invalid or unenforceable for any reason, the remainder of the Agreement shall remain intact. That portion deemed invalid shall be amended in writing

Contract ID:
to the minimum extent necessary to be considered valid and enforceable.

Version: 0.00

The Supplier may not assign this Agreement without prior written consent of the University. The Parties agree that the term assigned includes acquisition of the Supplier by another party. Supplier agrees to provide the University with written notice of any assignment a minimum of thirty (30) business days prior to date of such event.

This Agreement shall be governed by the laws of the State of Iowa and applicable Federal law.

The University's failure to enforce provisions of this Agreement in whole or in part will not negate the Agreement or the enforcement of provisions at a future time.

The Parties are acting herein as independent Suppliers. Nothing herein contained shall create or be construed as creating a partnership, joint venture or Supplier relationship between any of the Parties and no Party shall have the authority to bind the other Party in any respect.

Having read and understood this Memorandum of Agreement in witness thereof, the Parties have hereunto signed this Agreement.

THE UNIVERSITY OF IOWA
The Office of Outreach and Engagement
782 Van Allen Hall
Iowa City, IA 52242-25000

THE UNIVERSITY OF IOWA

COMMUNITY PARTNER

Name

Name

Title

Title

Date

Date

Acknowledged and Agreed by

Artist Name

Date

MEMORANDUM OF AGREEMENT
Between

The University of Iowa
Iowa City, Iowa

and

City of Tipton
Tipton, Iowa

THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement") is made and entered into on **September 12, 2019** by and between The University of Iowa, Iowa City, Iowa; (hereinafter "University") and the City of Tipton, 407 Lynn St, Tipton, IA 52772 (hereinafter "Supplier").

RECITALS

WHEREAS, the Supplier desires to collaborate with the University on a public art project consisting of the installation of a painted mural for Supplier.

WHEREAS, it is the desire of the University to enter into an Agreement with Supplier to provide The University of Iowa with services as outlined in this agreement.

THEREFORE, In consideration of the promises and the mutual covenants contained therein, the Parties agrees to the following terms and conditions.

TERM

This Agreement shall begin on or about **June 1, 2019** and remain in effect through and including **October 31, 2019** unless earlier terminated.

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LIABILITY

Supplier Liability: To the fullest extent allowed by law, Supplier agrees to indemnify and hold harmless the University of Iowa, the State of Iowa, the Board of Regents, State of Iowa and their agents and employees from and against all claims or losses including reasonable attorneys' fees, arising out of or resulting from the negligence or omissions of the Supplier, its partners, directors, officers, employees, licensees, subcontractors or agents, in the provision of products and services under this contract.

During the performance of Services, Supplier shall be in compliance with all applicable state and federal laws, and the Policies and Procedures of the Board of Regents, State of Iowa, and the University of Iowa, including but not limited to the University of Iowa Conflict of Interest policy. **Refer to University Operations Manual at www.uiowa.edu/~our/opmanual/**

University of Iowa student, **Drew Etienne**, hereinafter referred to as the Artist, under the supervision of the University, will install a mural for the Supplier, according to the design selected from the Mural Design Proposal, incorporated herein. The Supplier agrees to partner with the University and Artist on this project.

MURAL INSTALLATION

- Mural shall be painted by the Artist at **100 W. 6th Street, Tipton, Iowa** on the **north side of the building**.
- The executed mural will faithfully reflect the final design. Any alterations of the design after commencing shall be approved by the Supplier and/or University.
- The mural will be executed by the Artist in a professional and timely manner, in close communication with the Supplier and University, and in accordance with an agreed upon schedule.
- The Artist shall use lightfast, professional quality materials supplied by Nova Color, Montana, or a similar product specified for long term exterior use and light exposure approved by the University.
- The Artist will varnish the mural using Nova Color Satin Exterior Varnish 216, applied with a brush or sprayed, or a similar non-yellowing exterior varnish approved by the University.
- The Artist will complete the mural using best practices.
- The Artist shall not be responsible for delamination sourced internally (e.g. failure of wall cap, flashing, etc.), or vandalism, accidental damage, or graffiti.

SCHEDULE

- Work shall commence **July 15, 2019** and be finished on or before **September 20, 2019** pending weather delays. It is estimated that it will take approximately **8 week(s)** to complete the mural (depending on weather, paint drying times, etc.).
- The Artist's standard work hours will be **Monday through Friday, 8 a.m. to 5 p.m.**
- Unexpected delays due to weather, health or injury, will be accommodated within reason, and to the best of the ability of the artist and the University in consensus agreement. Artist shall communicate closely with the Supplier and University in regards to any project delays or unanticipated challenges.

SITE PREPARATION / MATERIALS

- The Supplier will secure all necessary permissions and permits for the installation of the mural. In some cases, the Supplier may need to enter into an agreement with a private property owner.
- The overall site repair and preparation will be completed by and paid for by the Supplier, before painting of the mural begins.
- The Supplier will have the substrate assessed by a professional for any needed repairs (e.g. cracks, gauges, and/or buckling in the brick, mortar joints, carpentry, and plaster) and pay for any associated fees. Completing any needed repairs is recommended to promote the mural's longevity. In addition, the Supplier will have the wall cleaned of dirt, debris, and flaking paint.
- Bare walls will be properly cleaned and prepped by the Supplier and allowed to dry sufficiently before priming and pay for any associated fees.
- Bare walls shall be primed with a high-grade professional product designed for exterior applications by the Artist, and product will be purchased by the University.

- The University will purchase all other materials described in the Mural Design Proposal.

EQUIPMENT / SECURITY / SAFETY

- The Supplier will provide scaffolding (and provide a contact person to adjust the scaffolding, as needed, throughout the duration of the project) and pay for any associated fees. The Supplier will provide throughout the duration of the project (for scaffolding: also a number to call in case it needs to be moved from time to time).
- The Supplier, at its discretion, may request work to be temporarily suspended in order to accommodate large events or other maintenance activities associated with the location.
- The Artist will place tarps and secure them at the base of the wall's entirety to protect the sidewalks. The Artist will "pack it in / pack it out," maintaining a clean and orderly jobsite, sweeping up loose paint, using drop cloths/plywood/cardboard if necessary.
- The Supplier will provide access to nearby storage space for supplies, identify a restroom for Artist to use near the project site during working hours a nearby water source, and secure overnight housing for the Artist (if necessary) and pay for any associated fees..
- Scaffolding, ladders, and lifts may be stored on site during the project, but materials including paint shall be stored off site, or in a secured location on site (e.g. locked tool box or in the raised bucket of a lift). The Artist will be responsible for security of any supplies bought, borrowed, or rented.
- The Artist will adhere to all government safety protocols as outlined by the Occupational Health and Safety Administration (OSHA) of the United States Department of Labor. These regulations can be found at osha.gov and are the responsibility of the Artist to follow when using scaffolding, ladders, and lifts, etc.
- If in an active alley/sidewalk location, bases of scaffolding, ladders, and lifts shall be traffic coned by the Artist at all times during active and inactive periods of use. Cones will be provided by the Supplier.

DOCUMENTATION / PUBLICITY

- The Artist shall be available within reason to aid Supplier and University marketing efforts, and agrees to allow the progress of the mural to be documented by the University, as well as the final piece.
- The Supplier and University will own the rights to the documentary images, and they will be used to promote the project and the artist in traditional print and social media platforms. Artist may have fair-use of the publicity images, but may not profit from their use (e.g. sell the images as prints). Similarly, the Supplier will not sell or directly profit from images of the mural in accordance with US copyright law and the 1990 Visual Artists Rights Act (VARA).

OWNERSHIP / RIGHTS/ FUTURE

- The Artist agrees to the perpetual license of the right to display and transmit the work to Supplier, excluding the right to authorship credit and modification. The Supplier does not need to display the Artist's name together with the mural, unless being described with any editorial usage, but Supplier may not seek to mislead others that the mural was created by anyone other than the Artist.
- The Artist retains access to the mural image for his/her professional portfolio or promotional use. The Artist will retain exclusive right to make and distribute copies, to display the work publicly, and to make derivative works (subsequent copyrightable creations based on the

original work) in line with US copyright law, protecting the mural as an “original work of authorship fixed in [a] tangible medium of expression.”

- The Artist agrees that the mural is produced with the intent that it be unique.
- In accordance with VARA, the artist shall have the right to “prevent any intentional distortion, mutilation, or other modification of that work which would be prejudicial to his or her honor or reputation, and any intentional distortion, mutilation, or modification of that work is a violation of that right, and to prevent any destruction of a work of recognized stature.”
- Unless otherwise noted, the Supplier is expected to maintain the mural for at a minimum of five (5) years from completion and pay for any associated fees. However, if the Supplier plans to demolish or paint over the mural prior that time, the Supplier must make efforts to contact the University and the Artist. The Supplier must make reasonable effort to contact the Artist to make repairs to the mural within the five (5) years.
- Upon completion, the Artist shall present a PDF indicating technical specifications for all primers/paints/colors/varnish/etc used in the mural, as well as multiple forms of contact information for the artist.

THE SUPPLIER AGREES TO

1. Provide a single point managerial-level contact for the University to coordinate all requirements; to be the point of contact for any problems/questions that may arise; meet periodically with University personnel; research information; and deliver special reports as needed or directed by the University related to the Scope of Work.

Supplier's Single Point Contact Person:

Name: Brian Wagner
 Title: City Manager
 Address: 407 Lynn St.
 Tipton, IA 52772
 Email: citymanager@tiptoniowa.org
 Phone: 563.886.6187

2. Comply with all applicable Federal and State laws.
3. To possess and maintain all applicable licenses necessary to conduct business in the State of Iowa.
4. Intentionally Omitted.
5. Intentionally Omitted.
6. Supplier is an independent Supplier and shall not be considered the agent or employee of the University.

FEE STRUCTURE OR PRODUCT PRICING

The University agrees to pay **\$2,500** in artist fees to **the artist** and fringe in the amount of **\$296**, in accordance with the employment offer letter between the University and Artist.

The Supplier agrees to pay a **\$2,873** invoiced project fee. The University will invoice the Supplier following completion of the mural installation.

If the Artist fails to complete the mural installation, the payment to the Artist will be prorated based on percentage of completion, as determined by the University and Supplier. In this event, the University will invoice the Supplier for that amount.

The Supplier agrees to pay any and all fees as indicated in the **SITE PREPATION/MATERIALS, EQUIPMENT/SECURITY/SAFETY, and OWNERSHIP/RIGHTS/FUTURE** sections of the scope of work.

The University agrees to pay any and all fees as indicated in the **SITE PREPATION/MATERIALS, EQUIPMENT/SECURITY/SAFETY, and OWNERSHIP/RIGHTS/FUTURE** sections of the scope of work.

This Agreement including incorporated addenda shall constitute the entire agreement between the Parties and shall supersede all previous agreements, written or oral. No modification or waiver of any provision shall be valid unless in writing and signed by the Parties.

In the event any portion of this Agreement is found to be invalid or unenforceable for any reason, the remainder of the Agreement shall remain intact. That portion deemed invalid shall be amended in writing to the minimum extent necessary to be considered valid and enforceable.

The Supplier may not assign this Agreement without prior written consent of the University. The Parties agree that the term assigned includes acquisition of the Supplier by another party. Supplier agrees to provide the University with written notice of any assignment a minimum of thirty (30) business days prior to date of such *event*.

This Agreement shall be governed by the laws of the State of Iowa and applicable Federal law.

The University's failure to enforce provisions of this Agreement in whole or in part will not negate the Agreement or the enforcement of provisions at a future time.

The Parties are acting herein as independent Suppliers. Nothing herein contained shall create or be construed as creating a partnership, joint venture or Supplier relationship between any of the Parties and no Party shall have the authority to bind the other Party in any respect.

Having read and understood this Memorandum of Agreement in witness thereof, the Parties have hereunto signed this Agreement.

THE UNIVERSITY OF IOWA
The Office of Outreach and Engagement
782 Van Allen Hall
Iowa City, IA 52242-25000

THE UNIVERSITY OF IOWA

COMMUNITY PARTNER

Name

Name

Title

Title

Date

Date

Acknowledged and Agreed by

Artist Name

Date

Office of Outreach & Engagement
University of Iowa
782 Van Allen Hall
Iowa City, Iowa, 52242



**Office of Outreach
and Engagement**

Invoice 0005

09.12.2019

BILL TO	SEND TO	INSTRUCTIONS
City of Tipton	Kelly Carr Office of the Provost University of Iowa 791 Van Allen Hall Iowa City, IA, 52241	Please make check payable to: University of Iowa Office of Outreach & Engagement

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Design Fees	\$1,727	\$1,727
1	Installation Fee	\$2,873	\$2,873

TOTAL **\$4,600**

PAYMENT DUE BY 10.31.2019

Thank you!