

**City of Tipton, Iowa**

**Meeting:** Tipton City Council Meeting  
**Place:** Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772  
**Date/Time:** Monday, April 1, 2024, 5:45 p.m.  
**Web Page:** [www.tiptoniowa.org](http://www.tiptoniowa.org)  
**Posted:** Friday, March 29, 2024 (Front door of City Hall & City Website)

Please join my meeting from your computer, tablet, or smartphone.

<https://meet.goto.com/642904677>

You can also dial in using your phone.

Access Code:

642-904-677

United States (Toll Free):

[1 866 899 4679](tel:18668994679)

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**Mayor:** Tammi Goerdts

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<b>Council at Large:</b>	Abby Cummins-VanScoy	<b>Council At Large:</b>	Jason Paustian
<b>Council Ward #1</b>	George Welker	<b>Council Ward #2</b>	Mike Helm
<b>Council Ward #3</b>	Luke Johnston	<b>City Attorney:</b>	Lynch Dallas, P.C.
<b>City Manager:</b>	Brian Wagner	<b>Interim Gas Supt:</b>	Virgil Penrod
<b>Finance Director:</b>	Melissa Armstrong	<b>Electric Supt:</b>	Jon Walsh
<b>City Clerk:</b>	Amy Lenz	<b>Water &amp; Sewer Supt:</b>	Brian Brennan
<b>Dir. Of Public Works:</b>	Steve Nash	<b>Ambulance Svc Dir:</b>	Brad Ratliff
<b>Police Chief:</b>	Lisa DuFour	<b>Economic Dev. Dir.</b>	Linda Beck
<b>Park &amp; Recreation:</b>	Adam Spangler	<b>Library Director:</b>	Denise Smith

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**A. Call to Order**

**B. Roll Call**

**C. Pledge of Allegiance**

**D. Agenda Additions/Agenda Approval**

**E. Communications:**

If you wish to address the City Council regarding an issue, whether on the agenda or something not on the agenda, please approach the lectern at this time and give your name and address for the public record before discussing your item. Scheduled communications are allowed to speak up to five minutes. Unscheduled communications are allowed to speak up to three minutes.

1. Discuss alley project. (*Tiffany Meinert*)

**F. Proclamation**

1. Keep Iowa Beautiful Month

**G. 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, March 18, 2024
2. Approval – Development Director’s Report, March 2024
3. Approval – Library Minutes, February 12, 2024
4. Approval – Library Director’s Report, February 2024

5. Approval – Cemetery Minutes, March 21, 2024
6. Approval – Investment & Treasurer’s Report, February 2024
7. Approval – Garbage exemption, Wild Angel Expressions, 403 Cedar Street A
8. Approval – Chamber request to decorate the Green Space throughout the year for seasonal decorating contests.
9. Approval – Additional funds for engineering for the Industrial Feeder Project
10. Approval – Pay Application No. 11, Replace Hwy 38 South Street to IA 130, Triple B Construction, \$15,572.45
11. Approval – Pay Application No. 1, Industrial Circuit Electrical Construction Project, Tri-City Electric Company of Iowa, \$20,947.50
12. Approval – Housing Rehab Program, Radon Mitigation System test for Emrich Project at 612 West 9<sup>th</sup> Street with MidAmerica Basement Systems in the amount of \$2,205
13. Approval – Township Contracts for EMS and Fire Services for Cass Township, Center Township, Fairfield Township, Red Oak Township, Rochester Township and Springfield Township
14. Approval – Claims Register which includes claims paid under the current Purchase Policy

**H. Public Hearing**

1. Public hearing on Housing Sustainability Exterior Housing Rehabilitation Program

**I. City Business**

1. Resolution No. 040124A: Resolution setting the time and place for a public hearing for the purpose of soliciting written and oral comments on the city’s proposed Fiscal Year 2024-2025 Budget
2. Discussion and possible action concerning J & M Displays’ fireworks agreement for July 4<sup>th</sup> (*rain date July 20<sup>th</sup>*)

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

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

**K. Adjournment**

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

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

**CITY OF TIPTON**

**PROCLAMATION**

- WHEREAS,** Iowa's communities and countryside provide the basis for making this a special and unique place to live; and
- WHEREAS,** caring residents and citizens desire to build the pride and respect toward our communities natural lands and the environment, knowing that these are essential to the cultural and economic health and vitality of the state where we live; and
- WHEREAS,** visitors to Iowa will respect and admire the communities and countryside that make us special; and
- WHEREAS,** Iowa's towns and cities and their leaders recognize the importance of maintaining clean and attractive areas; and
- WHEREAS,** Keep Iowa Beautiful, a state affiliate of Keep America Beautiful, works to build partnerships with government organizations, private companies, communities, counties and volunteer/service groups statewide to conduct litter prevention, recycling, beautification, community and landscape enhancement, increased volunteerism and waste minimization programs and projects; and
- WHEREAS,** for more than 20 years, Keep Iowa Beautiful, its Board of Trustees and sponsors, have combined leadership, creativity, insight and expertise that continues to enhance the beauty and cleanliness of Iowa:

**NOW, THEREFORE, I,** Tammi Goerd, Mayor of Tipton will encourage our City Council, city staff, teachers and all our citizens, young and old, to undertake personal and organizational efforts that will enhance the cleanliness, health and beauty in our community and state. I do hereby proclaim,

**April 2024**  
**KEEP IOWA BEAUTIFUL MONTH**

**IN TESTIMONY WHEREOF,** I have hereunto subscribed my name on this 1<sup>st</sup> day of April in the year of our Lord, two thousand and twenty-four.

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Tammi Goerd  
Mayor of Tipton

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Attest:  
City Clerk

March 18, 2024  
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 Goerdt called the meeting to order. Upon roll being called the following named council members were present: Cummins, Welker, Johnston and Paustian. Absent: Helm. Also present: Wagner, Armstrong, Lenz, Nash, Spangler, Walsh, B. Brennan, Ratliff, Beck, Peck, Goerdt, other visitors, and the press.

**Agenda:**

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

**Communications:**

Kelly Sullivan who resides at 407 East 8<sup>th</sup> Street shared her concerns about a sidewalk needing to be put in from 7<sup>th</sup> Street to 10<sup>th</sup> Street along Plum Street.

**Consent Agenda:**

Motion by Welker, second by Cummins to approve the consent agenda which includes February 26<sup>th</sup> Council Meeting Minutes, March 4<sup>th</sup> Council Meeting Minutes, Tipton Revitalization Incentive Program (TRIP) reimbursement request for Dr. John Prickett at 102 Cedar Street in the amount of \$7,500, Anti-Kickback Statement, Owner's Final Acceptance of Completed Housing Rehabilitation Work and Change Order No. 1 for the Emrich Project at 612 West 9<sup>th</sup> Street, pay request for the Housing Rehabilitation Program for the Emrich Project at 612 West 9<sup>th</sup> Street to Aavantis in the amount of \$3,528.88, fix brick façade wall on the newer power plant by Esbeck Masonry in the estimated amount of \$3,700, and the following claims list. Following the roll call vote the motion passed unanimously.

AAVANTIS LLC	PAY REQUEST EMRICH PROJECT	7115.12
ACCESS SYSTEMS LEASING	COPIER AGREEMENT	48.51
AFLAC	AFLAC AFTER TAX PY W/HOLDING	569.25
ALLEN J BONDERMAN	ATTACHMENT O FILING	1960.00
AT&T MOBILITY	WIRELESS	369.37
AUCA CHICAGO LOCKBOX	MATS	180.15
AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	1219.74
AXA EQUI-VEST PROCESSING	DEF. COMP PRETAX	250.00
BAKER & TAYLOR	BOOKS	1716.96
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	994.30
CEDAR COUNTY COOP	230.62 GL FUEL	839.17
CEDAR COUNTY ENGINEER	9.2 GL DSL	1404.09
CEDAR COUNTY SOLID WASTE	TRANSFER FEES	3757.00
CINTAS	UNIFORMS	794.16
CITY OF TIPTON FUNDS	ADMINISTRATIVE SERVICES	33283.67
CITY UTILITIES	CITY UTILITIES	3138.51
CJ COOPER & ASSOCIATES INC	CLEARING HOUSE	70.00
CLARENCE LOWDEN SUN-NEWS	POOL SCHEDULE	180.90
COLLECTION SERVICES CENTER	CHILD SUPPORT	59.52
COPY SYSTEMS	BASE & COPIES	85.42
D & R PEST CONTROL	PEST CONTROL	239.90
EASTERN IOWA LIGHT & POWER	UTILITIES	1052.77

FAMILY FOODS	MISC SUPPLIES	3.99
GRAINGER	SMALL TOOL	43.65
GRASSHOPPER LAWN CARE	CONTRACT PAY 0216-0315	3083.33
HAWKINS INC	CHEMICALS	1377.81
I.R.S.	FEDERAL WITHHOLDING	20780.44
IOWA LIBRARY ASSOCIATION	MEMBERSHIP	30.00
IPERS	IPERS WITHHOLDING, FIRE	14279.10
JOHN DEERE FINANCIAL	OPERATING SUPPLIES	752.15
JOHNSON COUNTY AMBULANCE	ALS SERVICE	400.00
KAY PARK RECREATION	2 PARK BENCHES	766.40
KPE ENGINEERING	DEHUMIDIFICATION UNIT PROJECT	19900.00
LAWSON PRODUCTS INC	SHOP SUPPLIES	48.25
LECTRONICS INC	ALARM SERVICE	120.00
LINDA BECK	MILEAGE REIMBURSEMENT	54.81
LINDE GAS & EQUIPMENT INC	OXYGEN	88.66
LISBON-MT VERNON AMBULANCE	PARAMEDIC INTERCEPT	200.00
MIDWEST SAFETY COUNSELORS	CALIBRATION	80.00
MISC. VENDOR	MISC VENDORS	1312.00
MOTOR PARTS & EQUIPMENT CO	PARTS & SUPPLIES	486.61
MUNICIPAL SUPPLY INC	16 WATER METERS	2555.24
OFFICE EXPRESS	OFFICE SUPPLIES	230.93
PCC	BILLING	2602.69
POWER LINE SUPPLY	UNDERGROUND SUPPLIES	2657.88
PRINCIPAL	PRINCIPAL DENTAL POLICY	1884.16
QC ANALYTICAL SERVICES LLC	WATER CEU CONFERENCE	2039.00
RACOM CORPORATION	PAGER REPAIR	620.34
REPUBLIC SERVICES OF IOWA	RECYCLING SORT FEES	715.37
SCHUMACHER ELEVATOR COMPANY	MONTHLY MAINTENANCE	256.06
SENECA COMPANIES INC	RECERTIFICATION	1227.50
SPAHN & ROSE LUMBER CO	SHOP SUPPLIES	17.94
STAPLES	OFFICE SUPPLIES	175.98
STATE HYGIENIC LABORATORY	TESTING	43.50
STOREY KENWORTHY	ENVELOPES	680.00
THOMPSON TRUCK & TRAILER	REPAIR PARTS #35	70.50
TIFFINY'S TIPTON BAKERY	SAFETY MEETING SUPPLIES	21.95
TIPTON CONSERVATIVE	MINUTES, POOL SCHEDULE, NOTICE	961.15
TIPTON ELECTRIC MOTORS	UPS CHARGES, PARTS	128.21
TIPTON PHARMACY	PHARMACEUTICALS	365.96
TOTAL MAINTENANCE INC	MONTHLY SERVICE	524.00
TREASURER, STATE OF IOWA	STATE WITHHOLDING	2987.00
VERIZON	CELL & DATA	428.77
** TOTAL **		144329.84
FUND TOTALS		

001 GENERAL GOVERNMENT	37705.15
110 ROAD USE TAX FUND	933.47
121 LOCAL OPTION TAX	19900.00
600 WATER OPERATING	7665.64
610 WASTEWATER/AKA SEWER REV	5127.08
630 ELECTRIC OPERATING	18924.35
640 GAS OPERATING	6195.91
660 AIRPORT OPERATING	37.57
670 GARBAGE COLLECTION	9722.98
740 STORM WATER	339.12
810 CENTRAL GARAGE	4341.31
835 ADMINISTRATIVE SERVICES	8930.15
860 PAYROLL ACCOUNT	24507.11
GRAND TOTAL	144329.84

**CITY CREDIT CARD STATEMENT**  
**City Card**

Card Ttl **5,205.05**

Travel Training	Holiday Inn	268.80	
			<b>268.80</b>

**Finance Director**

Telecommunications	GoTo Technologies	30.35	
			<b>30.35</b>

**Economic Development**

Miscellaneous	Tiffany's Bakery, Casey's	70.83	
			<b>70.83</b>

**Library**

Materials	Walmart, Amazon	161.67	
Office Supplies	Amazon	21.87	
Miscellaneous	Walmart, Amazon	99.23	
			<b>282.77</b>

**Ambulance**

Training	Walmart, American Heart ShopCPR	64.04	
Building Maint & Repair	Amazon	122.14	
Equipment/Vehicle Rent	Ebay	333.49	
Com Supp	Ebay, Amazon	233.19	
Operating Supplies	Live Action Sefety	253.98	
Miscellaneous	Crown Security	239.50	
Computer Exp	Ebay	272.85	
Building Maint & Repair	Crown Security	239.50	
			<b>1,758.69</b>

**Police**

Dues/Fees	Iowa Assoc. of Women Police	11.00	
Travel Training -	Muscatine Family Restaurant	13.74	

<b>Electric</b>			<b>24.74</b>
Training -	IAMU	250.00	
Travel Training -	Jethro's BBQ, Courtyard	552.85	
Operational Equip & Repair	Grainger	24.14	
Office Supplies	Vistaprint	51.87	
Grounds Maint. & Repair	Inited-States-Flags.com	250.36	
			<b>1,129.22</b>
<b>Public Works</b>			
Operating Supplies	Iowa Prison Industries	137.50	
Repair Parts	Terminal Supply Co.	94.66	
Computer Supplies		10.57	
			<b>242.73</b>
<b>REC / Aquatic Center</b>			
Training	Iowa Parks & Recreation Assoc.	137.50	
Dues/Fees	Amazon Prime	16.04	
Training	Iowa Parks & Recreation Assoc.	137.50	
Operational Equip & Repair	Fluidtrol Process Tech.	729.70	
Advertising	Canva	12.99	
Operating Supplies	Walmart, Global Industrial	363.19	
			<b>1,396.92</b>
<b>Statement Total</b>			<b>5,205.05</b>

**Public Hearing:**

1. Public hearing for James Kennedy Family Aquatic Center Pool Dehumidification Project 2024  
Motion by Paustian, second by Johnston to open the public hearing at 5:37 p.m. Following the roll call vote the motion passed unanimously.  
With no written or oral objections, a motion was made by Paustian, second by Welker to close the public hearing at 5:54 p.m. Following the roll call vote the motion passed unanimously.

**City Business:**

1. Electronic Safety Data Sheet (SDS) Program  
Motion by Cummins, second by Johnston to table this item. Following the roll call vote the motion passed unanimously.
2. Resolution No. 031824A: Resolution approving the plans, specifications, cost estimates, and form of contract for the James Kennedy Family Aquatic Center Pool Dehumidification Project 2024  
Motion by Cummins, second by Johnston to approve Resolution No. 031824A, the resolution approving the plans, specifications, cost estimates, and form of contract for the James Kennedy Family Aquatic Center Pool Dehumidification Project 2024. Following the roll call vote the motion passed unanimously.
3. Resolution No. 031824B: Resolution setting a public hearing regarding the city's Housing Sustainability Exterior Housing Rehabilitation Program  
Motion by Paustian, second by Welker to approve Resolution No. 031824B, the resolution setting a public hearing for April 1<sup>st</sup>, at 5:30 p.m. at the Tipton Fire Station regarding the city's Housing Sustainability Exterior Housing Rehabilitation Program. Following the roll call vote the motion passed unanimously.

4. Ordinance No. 593: An ordinance amending Chapter 68; One-Way Traffic: Section 68.01, One-Way Traffic Required (*Final Reading*)

Motion by Paustian, second by Johnston to approve the third and final reading of Ordinance No. 593: An ordinance amending Chapter 68; One-Way Traffic: Section 68.01, One-Way Traffic Required. Following the roll call vote the motion passed unanimously.

5. Lynch's Plumbing quote for James Kennedy Family Aquatic Center mechanical room repairs.

Motion by Paustian, second by Johnston to approve Lynch's Plumbing quote for James Kennedy Family Aquatic Center mechanical room repairs. Following the roll call vote the motion passed unanimously.

6. Payment to Partners 524

Motion by Johnston, second by Paustian to approve the payment of \$120,000 to Partners 524 for the building at 524 Cedar Street for their first draw from the Downtown Housing Grant of \$200,000 that they were awarded in June 2022. Following the roll call vote the motion passed unanimously.

7. Closed session pursuant to Iowa Code Section 21.5(1)(c) to discuss strategy with legal 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. Motion by Welker, second by Johnston to adjourn from regular session to closed session at 6:25 p.m. Following the roll call vote the motion passed unanimously.

**Roll call to return to regular session:**

The council reconvened to regular session from closed session at 7:03 p.m. with the following named Council member's present: Cummins, Paustian, Welker and Johnston. Absent: Helm. Motion by Welker, second by Paustian to reconvene to regular session from closed session. Following the roll call vote the motion passed unanimously.

8. Authorize course of action resulting from the previous closed session.

Motion by Johnston, second by Welker to authorize course of action resulting from the previous closed session. Following the roll call vote the motion passed unanimously.

**Adjourn:**

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

Meeting adjourned at 7:05 p.m.

Mayor \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk



## March 2024 Development Director's Report

- Attended Business Growth Board meeting with ECIA.
- Meeting with RSM Auditors concerning Downtown Upper Story Grant.
- Attended Chamber board and special meetings. Ribbon Cuttings and Business of the Month.
- Attended Hardacre Meetings.
- Met with businesses inquiring about DRIP, TRIP, and Revolving Loans.
- Went to Prairie Hills and discussed city updates.
- Met at the Senior Center – city updates.
- Met with residents at Cedar Manor – city updates.
- Working on Veteran Banners for 2024-25 – working on banner placements.
- Assisted with Food Truck permits.
- Met with Josh Sundstom with Fortunto's Finest.
- Meeting with Jon Berg and Dave Schmitz with IEDA Iowa Great Places Grant.
- Organized and attended Hwy 38 meeting with businesses/apartment renters on March 25<sup>th</sup> at 5 p.m. at the Fire Station
- Attended Kirkwood's High School Job Fair on March 6<sup>th</sup> at the Mathew's building.
- Attended the Regional Arts Forum in Cedar Rapids on March 7<sup>th</sup>. I was also a panelist for this conference.
- Working on Community Foundation for this round of grant applications (board member).
- Gave Michelle Gossen (wife of superintendent candidate) a tour of Tipton.
- Arranged with Ann Brumback, Xerxes employees a cleanup day in the downtown scheduled for March 18<sup>th</sup>. This is a community project for their company (was postponed d/t weather).
- Met with Don Roth - WHTC
- Met with Rachel Anderson – District representative with Congresswomen Miller-Meeks.
- Met with Laura Twing
- Met with Mark Adam and Stuart Clark regarding Downtown Housing Grant at Rhino's building.
- Meeting with Lucy Conray – regarding Iowa Arts Council Summit.

Tipton Library

Board of Trustees Meeting

February 12th, 2024 at 6:30

Meeting was called to order by Amanda at 6:30

**Members present** - Denise S., Jacob F., Amanda F., Maggie H., Laura W., Dale J.

**Approval of Agenda** - Dale moved to approve agenda, Laura 2nd; motion passed

**Approval of last meeting minutes** - Dale moved to approve minutes, Jacob 2nd; motion passed

**Director's Report** - Budget from Melissa will be gone over Thursday February 15th at 5:30.

-Advertisement put out for a Children/Teen Librarian

**Education-Effective Board Meeting** - Chapter 15: Intellectual Freedom. Reviewed and Discussed.

**Financial Report** - Maggie moved to accept. Jacob 2nd; motion passed.

**Financial Committee** - None.

**Personnel Committee** - None.

**Maintenance committee** - Limb on the lawn, not sure who took care of it. Two leaks on the flat roof when the snow was melting. When the snow was gone, no more leaks.

**Friends of the Library** -- None.

**Old Business** - None.

**New Business** - Review internet and technology policy. Dale moved to accept. Laura 2nd. Motion approved.

-Court in Library Tuesday Feb. 13th.

**Next Meeting** - March 18, 2024 at 6:30

Motion to adjourn by Maggie; Dale 2nd; motion approved.

Meeting adjourned at 6:56.

# DIRECTOR'S REPORT

February 2024

## TIPTON PUBLIC LIBRARY

*Check it out!*



**Prepared by Denise Smith, Library Director  
To Library Board, Mayor, Council Members and City Manager**

## Statistics

### 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  
Tanya Demmel  
Library Assistant  
James Stratton  
Library Assistant  
Becky Knoche  
Youth Librarian  
John Barnum  
Custodian

### Library Board

Amanda Fonteyne:  
President  
Maggie Helmold:  
V. President  
Holly Kerns:  
Secretary  
Jillian Paustian  
Dale Jedlicka  
Laura Woods  
Jacob McFadon

### Tipton Public Library

206 Cedar Street  
Tipton, IA 52772

Ph: 563-886-6266  
Fax: 563-886-6257

Website:  
[www.tipton.lib.ia.us](http://www.tipton.lib.ia.us)

Email:



Statistics	February	YTD
Total Circulation	951	8651
Bridges Cir	459	4156
Tipton Residents Cir	597	5802
Cedar County Residents Cir	255	1953
Computer Use	65	615
Wifi Use	178	1381
Transactions for Copies Made	73	685
Transactions for Faxes Sent	4	59
Transactions for Keurig Drinks	9	76
Transactions for Friends of Library	27	215
Door Count	1499	11971

Circulation	February	YTD
Adult	357	2958
Teen	26	286
Children	329	3285
DVDs	155	1372
Audios	28	257
Magazines	6	48

Meeting Rooms	February	YTD
Meeting Rooms	11	142



**Revenues/Expenses/Trust**

<b>Revenues</b>	<b>February</b>	<b>YTD</b>
Grants	\$0.00	\$0.00
Rural Funding	\$0.00	\$12,198.47
Fines and Fees	\$0.00	\$0.00
Donations	\$30.25	\$1,437.25
Enrich Iowa	\$0.00	\$2,419.44
Reimbursements	\$0.00	\$12.00
Refunds	\$0.00	\$0.00
Miscellaneous	\$119.85	\$1,603.30
Utility Rem.	\$395.79	\$2,716.15
<b>Total Revenues</b>	<b>\$545.89</b>	<b>\$20,386.61</b>

<b>Expenses</b>	<b>February</b>	<b>YTD</b>
Staff	\$7,539.12	\$62,627.86
Staff Benefits	\$1,604.84	\$11,278.34
Materials	\$1,315.61	\$14,875.25
B. Maintenance	\$0.00	\$125.00
G. Maintenance	\$0.00	\$270.11
Technology	\$0.00	\$5,948.80
Programming	\$35.19	\$1,993.57
Miscellaneous	\$256.89	\$6,502.73
Software	\$0.00	\$1,546.00
CIP	\$0.00	\$8,157.16
<b>Total Expenses</b>	<b>\$14,624.39</b>	<b>\$131,319.38</b>

<b>TF deposits</b>	<b>February</b>	<b>YTD</b>	<b>2022/2023 YEB</b>	<b>2023/2024 YTD Balance</b>
	\$35.11	\$1,339.49	\$16,489.85	\$17,829.34

# Tipton Masonic Cemetery Board Meeting

**Date:** Thursday, March 21, 2024

**Time:** 4:00 p.m.

**Location:** Conference Room, City Hall

Attendees: Luke Johnston, Jodi Freet, Tammi Goerd, Steve Nash, Konnie Daufeldt, Brian Wagner

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## MINUTES:

**June 6, 2023, Cemetery Committee Minutes:** The minutes were approved per the City Council on June 19, 2023.

## OLD BUSINESS:

### **A. Discussion of Implementation of Changes to the Rules & Regulations**

Decoration of Graves – To publicize the new rule that ‘*All decorations shall be placed on the base, or on the tombstone to facilitate care of the cemetery,*’ there has been two posts on Facebook. The committee further suggested to post signs in the kiosk, and laminated signs at the entrances. Regarding enforcement, it was suggested to first move the item to the base, and then notify if possible, or to tag the item.

Landscaping – Committee consensus was to **not** allow personal landscaping of individual plots. Decision was based on concern after current relatives have moved from the area or have passed. This item will be added to the signage mentioned in the previous item. The committee also, asked for clarification or specification regarding the restriction of ‘other structures.’ Nash was asked to look at a specific plot in the cemetery and to report back to the committee.

### **B. Keith Wood Memorial Donation**

Street/Section Signs – Per member Freet, the 911 address for the Tipton Masonic Cemetery is, 1103 Cedar Valley Rd. It was suggested that Daufeldt check with the Cedar County Historical Society, or Recorder’s Office for an existing plat of the cemetery. Members wanted clarification that the ‘streets’ were not already named.

The Keith Wood Memorial Donation stands at \$1600. Nash was asked to provide an estimate regarding the cost of street signs. The expenditure will need to be submitted to the council for approval.

### **C. Mapping / GIS**

Software – The committee was brought up to date with the current mapping status. As noted in the May 3, 2023, minutes: “The cemetery is far from being mapped correctly, as the data originally supplied to NewCom was not complete, nor 100% correct.”

The previous committee had entertained a meeting /proposal from Goldfinch regarding GIS mapping of the cemetery. They were also approached by People Services. Do to timing, and election of new council members, the meeting was postponed. The current committee agreed to meet with People Services. Wagner is to reach out to them to set a meeting.

Fund Raising – In order to move forward with any project, the committee will have to find means to pay for it. Mayor, Goerdt, and member Freet, will look into possible grants and organizational donations.

Trust Fund – Daufeldt asked about the use of funds in the Cemetery Trust. The authority / limitations of the use of these funds will be researched and discussed at a later time.

NEW BUSINESS:

**D. Committee Structure**

Need for 'By-Laws'? - There are not by-laws for the Cemetery Committee. Upon discussion, it was noted, that no other City of Tipton committee has by-laws, therefore there is not be a need for this committee to have such.

Iowa Chapter Act: 523i.501-504 : City authority vs. Trustee(s) – The history of the Cemetery Committee as known per Daufeldt was discussed. It was then noted per Wagner, that the City of Tipton Code states that the committee is actually, "Cemetery Board of Trustees" and is appointed by the Mayor. (Chapter 15.03, APPOINTMENTS).

**E. Adjournment**

Upon the conclusion of the agenda discussion, the group adjourned at 5:20 p.m.

Submitted: 03/22/2024 By: Konnie Daufeldt, Administrative Assistant

City of Tipton  
 MTD Treasurers Report  
 As of February 29, 2024

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	A/R NET CHANGE	M-T-D EXPENSES	A/P CHANGE	ENDING CASH BALANCE	Y-T-D INVESTMENTS	BALANCE WITH INVESTMENTS
001-GENERAL GOVERNMENT	510,195.45	171,891.48	0	189,017.43	-3,581.87	489,487.63	317,555.71	807,043.34
110-ROAD USE TAX FUND	480,896.72	43,418.00	0	22,269.24	0	502,045.48	138,893.75	640,939.23
112-TRUST AND AGENCY FUND	30,841.35	2,473.24	0	47,602.92	0	-14,288.33	0	-14,288.33
119-Emergency Fund	3,976.18	150.01	0	2,655.42	0	1,470.77	0	1,470.77
121-LOCAL OPTION TAX	389,509.65	40,403.74	0	29,166.67	0	400,746.72	0	400,746.72
125-TIF SPECIAL REVENUE FUND	-76,447.37	1,082.14	0	19,697.59	0	-95,062.82	82,826.35	-12,236.47
160-ECONOMIC/INDUSTRIAL DEVEL	176,860.66	10,335.14	0	0	0	187,195.80	13,859.12	201,054.92
168-AQUATIC CENTER CAMPAIGN F	-576,279.12	0	0	0	0	-576,279.12	0	-576,279.12
189-LIBRARY TRUST FUND	17,833.80	35.11	0	0	0	17,868.91	0	17,868.91
190-P S SHARE FUND	48,811.91	268.11	0	0	0	49,080.02	0	49,080.02
192-FIRE ENTERPRISE TRUST	234,676.67	249.23	0	5,465.51	0	229,460.39	0	229,460.39
203-06 ELECTRIC SUBSTATION RE	642,608.96	19,711.05	0	0	0	662,320.01	0	662,320.01
208-WW/SEWER REVENUE BOND SIN	296,058.09	34,724.95	0	0	0	330,783.04	0	330,783.04
214-GO CP BONDS SERIES 2011A	2,570.82	2.79	0	0	0	2,573.61	0	2,573.61
216-GO CP BONDS SERIES 2011B	20,234.31	2,637.76	0	0	0	22,872.07	0	22,872.07
220-GO BONDS 2013 DEBT SRVC	1,980.86	2.15	0	0	0	1,983.01	0	1,983.01
222-GO BOND DEBT SERVICE	144,288.81	4,375.71	0	0	0	148,664.52	0	148,664.52
224-GO BOND DEBT SERVICE	104,348.60	788.21	0	0	0	105,136.81	0	105,136.81
226-GO BOND SERIES 2021	134,131.45	6,444.08	0	0	0	140,575.53	0	140,575.53
228-GO BOND SERIES 2023	307,855.22	23,236.96	0	0	0	331,092.18	0	331,092.18
316-GO CP 2023	-13,898.50	0	0	0	0	-13,898.50	0	-13,898.50
317-GO CP 2023	1,838,467.00	1,961.98	0	34,071.75	0	1,806,357.23	0	1,806,357.23
318-ARPA 2021	356,526.19	387.66	0	0	0	356,913.85	0	356,913.85
319-INDUSTRIAL FEEDER PROJECT	-667,550.20	29,900.00	0	10,133.31	-255.15	-648,038.66	0	-648,038.66
500-CEMETERY TRUST FUND	14,550.00	0	0	0	0	14,550.00	105,056.49	119,606.49
600-WATER OPERATING	812,528.48	50,591.65	0	33,975.66	-418.51	828,725.96	0	828,725.96
610-WASTEWATER/KA SEWER REVE	264,799.42	65,623.45	0	65,967.14	-216.6	264,239.13	227,043.42	491,282.55
630-ELECTRIC OPERATING	175,307.82	417,534.58	800	356,860.94	-82,179.14	153,002.32	348,638.65	501,640.97
631-ELECTRIC DEVELOPMENT	9,184.98	9.99	0	0	0	9,194.97	0	9,194.97
632-ELECTRIC RENEWAL/REPLACEM	401,004.16	436.03	0	0	0	401,440.19	0	401,440.19
633-ELECTRIC RESERVE	290,678.83	316.07	0	0	0	290,994.90	148,500.83	439,495.73
634-ELECTRIC BOND/INT RESERVE	117,883.32	128.18	0	0	0	118,011.50	171,641.12	289,652.62
640-GAS OPERATING	65,436.93	332,636.30	0	358,807.33	-1,841.65	37,424.25	0	37,424.25
641-GAS D.E.I.	5,683.53	6.18	0	0	0	5,689.71	11,268.76	16,958.47
660-AIRPORT OPERATING	93,453.17	3,140.75	0	5,504.17	0	91,089.75	0	91,089.75
670-GARBAGE COLLECTION	137,501.85	44,257.37	0	56,316.85	-232.08	125,210.29	0	125,210.29
740-STORM WATER	329,726.09	8,350.92	0	6,507.55	0	331,569.46	0	331,569.46
810-CENTRAL GARAGE	90,712.95	49,862.52	0	22,312.39	-9,393.88	108,869.20	0	108,869.20
820-PSF HEALTH INSURANCE	59,027.50	12,245.65	0	3,202.16	0	68,070.99	0	68,070.99
835-ADMINISTRATIVE SERVICES	87,709.73	22,266.77	0	23,306.69	-5,073.75	81,596.06	0	81,596.06
860-PAYROLL ACCOUNT	1,269.72	0	0	0	0	1,269.72	0	1,269.72
950-ELECTRIC METER DEPOSITS	1,578.18	301.23	0	750	0	1,129.41	11,268.76	12,398.17
951-WATER METER DEPOSITS	2,788.77	127.96	0	195	0	2,721.73	0	2,721.73
952-GAS METER DEPOSITS	9,902.77	35.5	0	275	0	9,663.27	0	9,663.27
GRAND TOTAL	7,379,225.71	1,402,350.60	800	1,294,060.72	-103,192.63	7,383,522.96	1,576,552.96	8,960,075.92

Ending Cash Bal	7,383,522.96
O/S Deposits	-20,513.15
O/S Checks	163,770.21
CC Cleared	0.00
CC Outstanding	7,063.99
Bank Balance	7,533,844.01





% OF YEAR COMPLETED: 66.67

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>001-GENERAL GOVERNMENT</u>							
TOTAL REVENUE	3,363,914.91	2,134,233.37	3,279,873.60	171,891.48	2,000,407.42	1,279,466.18	60.99
TOTAL EXPENDITURES	<u>3,434,668.93</u>	<u>2,282,477.97</u>	<u>3,414,373.81</u>	<u>189,017.43</u>	<u>1,937,505.72</u>	<u>1,476,868.09</u>	<u>56.75</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 70,754.02)	( 148,244.60)	( 134,500.21)	( 17,125.95)	62,901.70	( 197,401.91)	46.77-
<u>110-ROAD USE TAX FUND</u>							
TOTAL REVENUE	400,760.15	290,893.01	531,862.19	43,418.00	387,865.24	143,996.95	72.93
TOTAL EXPENDITURES	<u>280,014.71</u>	<u>216,697.30</u>	<u>653,193.49</u>	<u>22,269.24</u>	<u>109,243.19</u>	<u>543,950.30</u>	<u>16.72</u>
REVENUES OVER/(UNDER) EXPENDITURES	120,745.44	74,195.71	( 121,331.30)	21,148.76	278,622.05	( 399,953.35)	229.64-
<u>112-TRUST AND AGENCY FUND</u>							
TOTAL REVENUE	515,085.00	289,499.32	571,235.00	2,473.24	320,687.29	250,547.71	56.14
TOTAL EXPENDITURES	<u>515,085.00</u>	<u>343,390.00</u>	<u>571,235.00</u>	<u>47,602.92</u>	<u>380,823.32</u>	<u>190,411.68</u>	<u>66.67</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	( 53,890.68)	0.00	( 45,129.68)	( 60,136.03)	60,136.03	0.00
<u>119-Emergency Fund</u>							
TOTAL REVENUE	33,955.00	19,151.75	31,865.00	150.01	18,977.08	12,887.92	59.55
TOTAL EXPENDITURES	<u>33,955.00</u>	<u>22,636.68</u>	<u>31,865.00</u>	<u>2,655.42</u>	<u>21,243.32</u>	<u>10,621.68</u>	<u>66.67</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	( 3,484.93)	0.00	( 2,505.41)	( 2,266.24)	2,266.24	0.00
<u>121-LOCAL OPTION TAX</u>							
TOTAL REVENUE	303,322.00	258,579.84	360,000.00	40,403.74	289,727.82	70,272.18	80.48
TOTAL EXPENDITURES	<u>700,000.00</u>	<u>203,595.97</u>	<u>450,000.00</u>	<u>29,166.67</u>	<u>259,743.06</u>	<u>190,256.94</u>	<u>57.72</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 396,678.00)	54,983.87	( 90,000.00)	11,237.07	29,984.76	( 119,984.76)	33.32-
<u>125-TIF SPECIAL REVENUE FUND</u>							
TOTAL REVENUE	249,251.00	136,205.00	250,902.00	1,082.14	152,001.67	98,900.33	60.58
TOTAL EXPENDITURES	<u>249,251.00</u>	<u>176,785.63</u>	<u>250,902.00</u>	<u>19,697.59</u>	<u>317,568.11</u>	<u>66,666.11</u>	<u>126.57</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	( 40,580.63)	0.00	( 18,615.45)	( 165,566.44)	165,566.44	0.00
<u>160-ECONOMIC/INDUSTRIAL DEVEL</u>							
TOTAL REVENUE	173,205.00	167,236.30	103,418.00	10,335.14	109,542.19	( 6,124.19)	105.92
TOTAL EXPENDITURES	<u>485,945.00</u>	<u>389,884.11</u>	<u>145,000.00</u>	<u>0.00</u>	<u>58,710.67</u>	<u>86,289.33</u>	<u>40.49</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 312,740.00)	( 222,647.81)	( 41,582.00)	10,335.14	50,831.52	( 92,413.52)	122.24-
<u>168-AQUATIC CENTER CAMPAIGN F</u>							
<u>189-LIBRARY TRUST FUND</u>							
TOTAL REVENUE	0.00	1,567.58	0.00	35.11	1,359.96	( 1,359.96)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,567.58	0.00	35.11	1,359.96	( 1,359.96)	0.00

REVENUE AND EXPENDITURES REPORT (UNAUDITED)  
AS OF: FEBRUARY 29TH, 2024

% OF YEAR COMPLETED: 66.67

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>190-P S SHARE FUND</u>							
TOTAL REVENUE	2,000.00	3,503.30	2,000.00	268.11	4,751.28 (	2,751.28)	237.56
TOTAL EXPENDITURES	<u>2,000.00</u>	<u>0.00</u>	<u>2,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,000.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	3,503.30	0.00	268.11	4,751.28 (	4,751.28)	0.00
<u>192-FIRE ENTERPRISE TRUST</u>							
TOTAL REVENUE	102,269.04	71,398.23	105,054.00	249.23	70,769.97	34,284.03	67.37
TOTAL EXPENDITURES	<u>86,137.00</u>	<u>57,424.68</u>	<u>65,587.00</u>	<u>5,465.51</u>	<u>43,724.08</u>	<u>21,862.92</u>	<u>66.67</u>
REVENUES OVER/(UNDER) EXPENDITURES	16,132.04	13,973.55	39,467.00 (	5,216.28)	27,045.89	12,421.11	68.53
<u>202-ELECTRIC REVENUE BONDS</u>							
<u>203-06 ELECTRIC SUBSTATION RE</u>							
TOTAL REVENUE	228,360.00	157,826.05	227,900.00	19,711.05	157,543.64	70,356.36	69.13
TOTAL EXPENDITURES	<u>228,360.00</u>	<u>16,680.00</u>	<u>227,900.00</u>	<u>0.00</u>	<u>13,950.00</u>	<u>213,950.00</u>	<u>6.12</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	141,146.05	0.00	19,711.05	143,593.64 (	143,593.64)	0.00
<u>208-WW/SEWER REVENUE BOND SIN</u>							
TOTAL REVENUE	419,881.00	282,186.32	412,388.00	34,724.95	277,342.32	135,045.68	67.25
TOTAL EXPENDITURES	<u>419,881.00</u>	<u>81,651.50</u>	<u>412,388.00</u>	<u>0.00</u>	<u>79,439.00</u>	<u>332,949.00</u>	<u>19.26</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	200,534.82	0.00	34,724.95	197,903.32 (	197,903.32)	0.00
<u>208-WW/SEWER REVENUE BOND SIN</u>							
TOTAL REVENUE	419,881.00	282,186.32	412,388.00	34,724.95	277,342.32	135,045.68	67.25
TOTAL EXPENDITURES	<u>419,881.00</u>	<u>81,651.50</u>	<u>412,388.00</u>	<u>0.00</u>	<u>79,439.00</u>	<u>332,949.00</u>	<u>19.26</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	200,534.82	0.00	34,724.95	197,903.32 (	197,903.32)	0.00
<u>214-GO CP BONDS SERIES 2011A</u>							
TOTAL REVENUE	222,380.00	139,573.46	0.00	2.79	1,524.09 (	1,524.09)	0.00
TOTAL EXPENDITURES	<u>222,380.00</u>	<u>3,690.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	135,883.46	0.00	2.79	1,524.09 (	1,524.09)	0.00
<u>216-GO CP BONDS SERIES 2011B</u>							
TOTAL REVENUE	32,210.00	21,596.39	31,355.00	2,637.76	21,030.98	10,324.02	67.07
TOTAL EXPENDITURES	<u>32,210.00</u>	<u>1,105.00</u>	<u>31,355.00</u>	<u>0.00</u>	<u>677.50</u>	<u>30,677.50</u>	<u>2.16</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	20,491.39	0.00	2,637.76	20,353.48 (	20,353.48)	0.00
<u>220-GO BONDS 2013 DEBT SRVC</u>							
TOTAL REVENUE	97,210.00	65,131.21	0.00	2.15	219.61 (	219.61)	0.00
TOTAL EXPENDITURES	<u>97,210.00</u>	<u>1,105.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	64,026.21	0.00	2.15	219.61 (	219.61)	0.00

% OF YEAR COMPLETED: 66.67

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>222-GO BOND 2015 DEBT SERVICE</u>							
TOTAL REVENUE	106,877.00	66,082.64	104,502.00	4,375.71	65,212.59	39,289.41	62.40
TOTAL EXPENDITURES	<u>106,877.00</u>	<u>5,937.50</u>	<u>104,502.00</u>	<u>0.00</u>	<u>4,750.00</u>	<u>99,752.00</u>	<u>4.55</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	60,145.14	0.00	4,375.71	60,462.59 (	60,462.59)	0.00
<u>224-GO BOND DEBT SERVICE</u>							
TOTAL REVENUE	178,952.50	106,455.31	179,603.00	788.21	90,405.71	89,197.29	50.34
TOTAL EXPENDITURES	<u>178,952.50</u>	<u>16,976.25</u>	<u>179,603.00</u>	<u>0.00</u>	<u>14,801.25</u>	<u>164,801.75</u>	<u>8.24</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	89,479.06	0.00	788.21	75,604.46 (	75,604.46)	0.00
<u>226-GO BOND SERIES 2021</u>							
TOTAL REVENUE	247,859.00	145,596.94	235,361.00	6,444.08	150,536.50	84,824.50	63.96
TOTAL EXPENDITURES	<u>232,460.00</u>	<u>11,530.00</u>	<u>235,361.00</u>	<u>0.00</u>	<u>10,480.00</u>	<u>224,881.00</u>	<u>4.45</u>
REVENUES OVER/(UNDER) EXPENDITURES	15,399.00	134,066.94	0.00	6,444.08	140,056.50 (	140,056.50)	0.00
<u>228-GO BOND SERIES 2023</u>							
TOTAL REVENUE	0.00	0.00	274,528.00	23,236.96	184,565.52	89,962.48	67.23
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>274,528.00</u>	<u>0.00</u>	<u>71,913.34</u>	<u>202,614.66</u>	<u>26.20</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	23,236.96	112,652.18 (	112,652.18)	0.00
<u>316-GO 2021 CP</u>							
TOTAL REVENUE	9,711.00	9,007.35	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>1,156,444.00</u>	<u>524,942.77</u>	<u>475,057.00</u>	<u>0.00</u>	<u>13,898.50</u>	<u>461,158.50</u>	<u>2.93</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 1,146,733.00 (	515,935.42) (	475,057.00)	0.00 (	13,898.50 (	461,158.50)	2.93
<u>317-GO CP 2023</u>							
TOTAL REVENUE	4,598,318.00	0.00	6,418,088.00	1,961.98	1,740,209.56	4,677,878.44	27.11
TOTAL EXPENDITURES	<u>2,073,188.00</u>	<u>69,394.66</u>	<u>6,418,088.00</u>	<u>34,071.75</u>	<u>3,160,362.93</u>	<u>3,257,725.07</u>	<u>49.24</u>
REVENUES OVER/(UNDER) EXPENDITURES	2,525,130.00 (	69,394.66)	0.00 (	32,109.77) (	1,420,153.37)	1,420,153.37	0.00
<u>318-ARPA 2021</u>							
TOTAL REVENUE	240,956.00	245,321.59	0.00	387.66	3,510.11 (	3,510.11)	0.00
TOTAL EXPENDITURES	<u>481,912.00</u>	<u>0.00</u>	<u>481,912.00</u>	<u>0.00</u>	<u>125,798.50</u>	<u>356,113.50</u>	<u>26.10</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 240,956.00)	245,321.59 (	481,912.00)	387.66 (	122,288.39 (	359,623.61)	25.38
<u>319-INDUSTRIAL FEEDER PROJECT</u>							
TOTAL REVENUE	0.00	0.00	0.00	29,900.00	29,900.00 (	29,900.00)	0.00
TOTAL EXPENDITURES	<u>700,000.00</u>	<u>554,928.63</u>	<u>0.00</u>	<u>10,133.31</u>	<u>30,983.46 (</u>	<u>30,983.46)</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 700,000.00 (	554,928.63)	0.00	19,766.69 (	1,083.46)	1,083.46	0.00
<u>500-CEMETERY TRUST FUND</u>							
TOTAL REVENUE	0.00	1,261.00	0.00	0.00	1,050.00 (	1,050.00)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,261.00	0.00	0.00	1,050.00 (	1,050.00)	0.00

CITY OF ILLION  
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)  
 AS OF: FEBRUARY 29TH, 2024

PAGE: 7  
 % OF YEAR COMPLETED: 66.67

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>600-WATER OPERATING</u>							
TOTAL REVENUE	854,902.00	620,891.16	661,800.00	50,591.65	461,557.12	200,242.88	69.74
TOTAL EXPENDITURES	<u>854,902.00</u>	<u>536,859.09</u>	<u>661,799.95</u>	<u>33,975.66</u>	<u>315,550.10</u>	<u>346,249.85</u>	<u>47.68</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	84,032.07	0.05	16,615.99	146,007.02	(146,006.97)	4,040.00
<u>610-WASTEWATER/AKA SEWER REVE</u>							
TOTAL REVENUE	826,522.00	554,444.68	803,965.00	65,623.45	564,967.26	238,997.74	70.27
TOTAL EXPENDITURES	<u>821,438.00</u>	<u>568,906.17</u>	<u>877,760.78</u>	<u>65,967.14</u>	<u>550,432.12</u>	<u>327,328.66</u>	<u>62.71</u>
REVENUES OVER/(UNDER) EXPENDITURES	5,084.00	(14,461.49)	(73,795.78)	(343.69)	14,535.14	(88,330.92)	19.70-
<u>630-ELECTRIC OPERATING</u>							
TOTAL REVENUE	5,088,479.40	3,778,555.74	4,969,027.59	417,534.58	3,459,036.06	1,509,991.53	69.61
TOTAL EXPENDITURES	<u>5,088,478.87</u>	<u>4,029,324.87</u>	<u>5,083,753.90</u>	<u>356,860.94</u>	<u>3,356,833.22</u>	<u>1,726,920.68</u>	<u>66.03</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.53	(250,769.13)	(114,726.31)	60,673.64	102,202.84	(216,929.15)	89.08-
<u>631-ELECTRIC DEVELOPMENT</u>							
TOTAL REVENUE	0.00	86.40	0.00	9.99	85.93	(85.93)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	86.40	0.00	9.99	85.93	(85.93)	0.00
<u>632-ELECTRIC RENEWAL/REPLACEM</u>							
TOTAL REVENUE	0.00	3,772.28	0.00	436.03	3,751.48	(3,751.48)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	3,772.28	0.00	436.03	3,751.48	(3,751.48)	0.00
<u>633-ELECTRIC RESERVE</u>							
TOTAL REVENUE	0.00	3,179.00	0.00	316.07	4,504.86	(4,504.86)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	3,179.00	0.00	316.07	4,504.86	(4,504.86)	0.00
<u>634-ELECTRIC BOND/INT RESERVE</u>							
TOTAL REVENUE	0.00	1,444.77	0.00	128.18	4,878.01	(4,878.01)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,444.77	0.00	128.18	4,878.01	(4,878.01)	0.00
<u>640-GAS OPERATING</u>							
TOTAL REVENUE	1,816,035.00	1,112,100.52	1,929,817.00	332,636.30	929,681.63	1,000,135.37	48.17
TOTAL EXPENDITURES	<u>1,816,035.00</u>	<u>1,333,480.95</u>	<u>1,929,816.58</u>	<u>358,807.33</u>	<u>1,147,673.67</u>	<u>782,142.91</u>	<u>59.47</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(221,380.43)	0.42	(26,171.03)	(217,992.04)	217,992.46	2,866.67-
<u>641-GAS D.E.I.</u>							
TOTAL REVENUE	0.00	69.81	0.00	6.18	230.74	(230.74)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	69.81	0.00	6.18	230.74	(230.74)	0.00
<u>642-GAS RESERVE</u>							

% OF YEAR COMPLETED: 66.67

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>660-AIRPORT OPERATING</u>							
TOTAL REVENUE	452,695.00	156,517.68	53,821.01	3,140.75	40,540.79	13,280.22	75.33
TOTAL EXPENDITURES	<u>509,296.80</u>	<u>49,663.76</u>	<u>53,821.22</u>	<u>5,504.17</u>	<u>27,050.94</u>	<u>26,770.28</u>	<u>50.26</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 56,601.80)	106,853.92	( 0.21)	( 2,363.42)	13,489.85	( 13,490.06)	3,738.10-
<u>670-GARBAGE COLLECTION</u>							
TOTAL REVENUE	607,508.00	411,813.36	611,000.00	44,257.37	407,534.85	203,465.15	66.70
TOTAL EXPENDITURES	<u>607,508.32</u>	<u>451,480.36</u>	<u>611,000.09</u>	<u>56,316.85</u>	<u>416,800.96</u>	<u>194,199.13</u>	<u>68.22</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 0.32)	( 39,667.00)	( 0.09)	( 12,059.48)	( 9,266.11)	9,266.02	5,677.78
<u>740-STORM WATER</u>							
TOTAL REVENUE	106,118.00	70,862.30	103,000.00	8,350.92	71,274.36	31,725.64	69.20
TOTAL EXPENDITURES	<u>106,118.00</u>	<u>21,779.62</u>	<u>169,000.17</u>	<u>6,507.55</u>	<u>57,358.57</u>	<u>111,641.60</u>	<u>33.94</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	49,082.68	( 66,000.17)	1,843.37	13,915.79	( 79,915.96)	21.08-
<u>810-CENTRAL GARAGE</u>							
TOTAL REVENUE	457,635.98	310,761.31	433,068.61	49,862.52	312,119.03	120,949.58	72.07
TOTAL EXPENDITURES	<u>458,445.98</u>	<u>282,789.09</u>	<u>428,068.25</u>	<u>22,312.39</u>	<u>231,559.68</u>	<u>196,508.57</u>	<u>54.09</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 810.00)	27,972.22	5,000.36	27,550.13	80,559.35	( 75,558.99)	1,611.07
<u>820-PSF HEALTH INSURANCE</u>							
TOTAL REVENUE	115,012.00	75,232.92	91,500.00	12,245.65	67,116.08	24,383.92	73.35
TOTAL EXPENDITURES	<u>115,012.00</u>	<u>65,800.65</u>	<u>91,500.00</u>	<u>3,202.16</u>	<u>64,759.92</u>	<u>26,740.08</u>	<u>70.78</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	9,432.27	0.00	9,043.49	2,356.16	( 2,356.16)	0.00
<u>835-ADMINISTRATIVE SERVICES</u>							
TOTAL REVENUE	377,851.16	276,608.28	416,385.93	22,266.77	349,629.19	66,756.74	83.97
TOTAL EXPENDITURES	<u>377,851.16</u>	<u>269,825.74</u>	<u>416,385.93</u>	<u>23,306.69</u>	<u>270,801.55</u>	<u>145,584.38</u>	<u>65.04</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	6,782.54	0.00	( 1,039.92)	78,827.64	( 78,827.64)	0.00
<u>860-PAYROLL ACCOUNT</u>							
<u>950-ELECTRIC METER DEPOSITS</u>							
TOTAL REVENUE	12,000.00	9,155.51	11,000.00	301.23	6,434.90	4,565.10	58.50
TOTAL EXPENDITURES	<u>12,000.00</u>	<u>8,270.00</u>	<u>11,000.00</u>	<u>750.00</u>	<u>7,600.00</u>	<u>3,400.00</u>	<u>69.09</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	885.51	0.00	( 448.77)	( 1,165.10)	1,165.10	0.00
<u>951-WATER METER DEPOSITS</u>							
TOTAL REVENUE	5,000.00	3,295.50	4,000.00	127.96	2,672.35	1,327.65	66.81
TOTAL EXPENDITURES	<u>5,000.00</u>	<u>3,105.00</u>	<u>4,000.00</u>	<u>195.00</u>	<u>3,055.00</u>	<u>945.00</u>	<u>76.38</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	190.50	0.00	( 67.04)	( 382.65)	382.65	0.00

REVENUE AND EXPENDITURES REPORT (UNAUDITED)  
AS OF: FEBRUARY 29TH, 2024

% OF YEAR COMPLETED: 66.67

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>952-GAS METER DEPOSITS</u>							
TOTAL REVENUE	7,000.00	6,734.45	7,000.00	35.50	3,943.85	3,056.15	56.34
TOTAL EXPENDITURES	<u>7,000.00</u>	<u>7,065.00</u>	<u>7,000.00</u>	<u>275.00</u>	<u>4,300.00</u>	<u>2,700.00</u>	<u>61.43</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	330.55)	0.00 (	239.50) (	356.15)	356.15	0.00
<hr/>							
GRAND TOTAL REVENUES	22,673,116.14	12,290,017.95	23,627,707.93	1,437,075.55	13,046,441.36	10,581,266.57	55.22
GRAND TOTAL EXPENDITURES	<u>22,915,898.27</u>	<u>12,690,835.45</u>	<u>25,182,145.17</u>	<u>1,294,060.72</u>	<u>13,188,830.68</u>	<u>(1,993,314.49)</u>	<u>52.37</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 242,782.13 (	400,817.50) (	1,554,437.24)	143,014.83 (	142,389.32 (	1,412,047.92)	9.16

\*\*\* END OF REPORT \*\*\*

CITY OF TIPTON  
 FUND BALANCE REPORT  
 AS OF: FEBRUARY 29TH, 2024

	BEGINNING FUND BALANCE	YTD REVENUES	YTD EXPENSES	ENDING FUND BALANCE
001-GENERAL GOVERNMENT	411,648.02CR	2,000,407.42CR	1,937,505.72	474,549.72CR
110-ROAD USE TAX FUND	362,317.18CR	387,865.24CR	109,243.19	640,939.23CR
112-TRUST AND AGENCY FUND	45,847.70CR	320,687.29CR	380,823.32	14,288.33
119-Emergency Fund	3,737.01CR	18,977.08CR	21,243.32	1,470.77CR
121-LOCAL OPTION TAX	370,761.96CR	289,727.82CR	259,743.06	400,746.72CR
125-TIF SPECIAL REVENUE FUND	153,329.97CR	152,001.67CR	317,568.11	12,236.47
160-ECONOMIC/INDUSTRIAL DEVEL	150,223.40CR	109,542.19CR	58,710.67	201,054.92CR
168-AQUATIC CENTER CAMPAIGN F	576,279.12	0.00	0.00	576,279.12
189-LIBRARY TRUST FUND	16,508.95CR	1,359.96CR	0.00	17,868.91CR
190-P S SHARE FUND	44,328.74CR	4,751.28CR	0.00	49,080.02CR
192-FIRE ENTERPRISE TRUST	202,414.50CR	70,769.97CR	43,724.08	229,460.39CR
203-06 ELECTRIC SUBSTATION RE	518,726.37CR	157,543.64CR	13,950.00	662,320.01CR
208-WW/SEWER REVENUE BOND SIN	132,879.72CR	277,342.32CR	79,439.00	330,783.04CR
208-WW/SEWER REVENUE BOND SIN	132,879.72CR	277,342.32CR	79,439.00	330,783.04CR
214-GO CP BONDS SERIES 2011A	1,049.52CR	1,524.09CR	0.00	2,573.61CR
216-GO CP BONDS SERIES 2011B	2,518.59CR	21,030.98CR	677.50	22,872.07CR
220-GO BONDS 2013 DEBT SRVC	1,763.40CR	219.61CR	0.00	1,983.01CR
222-GO BOND 2015 DEBT SERVICE	88,201.93CR	65,212.59CR	4,750.00	148,664.52CR
224-GO BOND DEBT SERVICE	29,532.35CR	90,405.71CR	14,801.25	105,136.81CR
226-GO BOND SERIES 2021	519.03CR	150,536.50CR	10,480.00	140,575.53CR
228-GO BOND SERIES 2023	218,440.00CR	184,565.52CR	71,913.34	331,092.18CR
316-GO 2021 CP	0.00	0.00	13,898.50	13,898.50
317-GO CP 2023	3,226,510.60CR	1,740,209.56CR	3,160,362.93	1,806,357.23CR
318-ARPA 2021	479,202.24CR	3,510.11CR	125,798.50	356,913.85CR
319-INDUSTRIAL FEEDER PROJECT	646,955.20	29,900.00CR	30,983.46	648,038.66
500-CEMETERY TRUST FUND	118,556.49CR	1,050.00CR	0.00	119,606.49CR
600-WATER OPERATING	682,718.91CR	461,557.12CR	315,550.10	828,725.93CR
610-WASTEWATER/AKA SEWER REVE	476,747.64CR	564,967.26CR	550,432.12	491,282.78CR
630-ELECTRIC OPERATING	398,752.66CR	3,459,036.06CR	3,356,833.22	500,955.50CR
631-ELECTRIC DEVELOPMENT	9,109.04CR	85.93CR	0.00	9,194.97CR
632-ELECTRIC RENEWAL/REPLACEM	397,688.71CR	3,751.48CR	0.00	401,440.19CR
633-ELECTRIC RESERVE	434,990.87CR	4,504.86CR	0.00	439,495.73CR
634-ELECTRIC BOND/INT RESERVE	284,774.61CR	4,878.01CR	0.00	289,652.62CR
640-GAS OPERATING	255,416.27CR	929,681.63CR	1,147,673.67	37,424.23CR
641-GAS D.E.I.	16,727.73CR	230.74CR	0.00	16,958.47CR
660-AIRPORT OPERATING	77,599.90CR	40,540.79CR	27,050.94	91,089.75CR
670-GARBAGE COLLECTION	134,476.70CR	407,534.85CR	416,800.96	125,210.59CR
740-STORM WATER	317,653.67CR	71,274.36CR	57,358.57	331,569.46CR
810-CENTRAL GARAGE	28,309.85CR	312,119.03CR	231,559.68	108,869.20CR
820-PSF HEALTH INSURANCE	65,714.83CR	67,116.08CR	64,759.92	68,070.99CR
835-ADMINISTRATIVE SERVICES	2,768.42CR	349,629.19CR	270,801.55	81,596.06CR
860-PAYROLL ACCOUNT	1,305.19CR	0.00	0.00	1,305.19CR
950-ELECTRIC METER DEPOSITS	13,563.27CR	6,434.90CR	7,600.00	12,398.17CR
951-WATER METER DEPOSITS	3,104.38CR	2,672.35CR	3,055.00	2,721.73CR
952-GAS METER DEPOSITS	10,019.42CR	3,943.85CR	4,300.00	9,663.27CR
GRAND TOTAL FUND BALANCE	9,100,105.14CR	13,046,441.36CR	13,188,830.68	8,957,715.82CR

\*\*\* END OF REPORT \*\*\*



Cheryl Fisher – Wild Angels EXPRESSIONS - 403 Cedar St - Tipton, Iowa 52772

March 28, 2024

Ms. Cindy Doermann  
City of Tipton Utilities  
C/O Tipton City Council  
Tipton, Iowa 52772

Dear Ms. Doermann,

Thank you for the time today as you helped clarify the ongoing charges to my two separate utility bills for my property at 403 Cedar Street. As discussed, I am concerned about being charged two sets of “basic charges” for a retail building we purchased which has an apartment space upstairs.

I know the previous owner of the building rented the apartment out. My family, however, chooses to use that space for “get aways”. I also have friends join me upstairs and we craft late into the evening on occasion. Needless to say, the apartment is for our personal use. Being charged “basic fees” for both the shop downstairs and the apartment seems not only redundant, but excessive.

I also called attention to the double charge I receive each month for garbage pick up. On my shop bill, I am charged \$25.75 monthly for a 64-gallon container – which, as I told you, I have never seen. I have one small, black trash can on my property. That’s it – and, upon closer inspection, I noted there was a SECOND charge for the “apartment” garbage at \$21.75 for a 35-gallon container. This smaller container is more than adequate – so I ask that the larger container (which, again, I don’t have, have never had, and have never seen) be removed from my billing.

Now that I have explained my situation to you, and you, in turn, explained that “basic charges” on two separate bills is because there are two meters, I am going to make some calls to have those meters combined – however that works. Again, we shouldn’t have two sets of charges for one set of utilities that supply the same building used by the same people. If there any of these charges that can be retroactive at all, or if they can be absolved without my having to have plumbers, electricians, heaters, and gas people out to do costly work, I would greatly appreciate it.

“Wild Angels EXPRESSIONS” has been in Tipton since 2012. Owning our own building has been a long-time dream of ours. We love this community and plan on being here many years. We support Tipton and look forward to being an on-going presence here on our “little corner”.

I thank you for your time and attention and look forward to hearing from you and/ or the City Council regarding this matter in the near future. If you have any questions, you can contact me via cell at (319) 560-2949.

Sincerely,

/S/

Cheryl C. Fisher  
Wild Angels EXPRESSIONS  
403 Cedar Street  
Tipton, Iowa 52772

Account Management - (View)

File Edit Options Functions Consoles Help Chat



Account Number: 08-1380-02   
 Zone: 04

Address: 403 CEDAR ST   
 Name: FISHER, CHERYL

General Metered Non-Metered Financial Information Comments History Consumption History Service Orders Devices Notifications

Serv/Tbl: 400 SC  Quantity: 0.00 Tax Exempt Percent: 0.000  
 Status: On  Amount: 0.00  
 Units: 1.00  
 Step: 0

Apply to Address

Serv	Tbl	Description	Status	Units	Step	Quantity	Amount	Pickup	Containers	Cubic F
400	SC	COMMERCIAL SEWER	On	1.00			0.00			
500	CGR	C - GARBAGE 64 GAL	On	1.00	1		25.75			
600	BGC	C-GAS BASIC CHARGES	On	1.00	1		15.00			
600	BEC	C-EL BASE CHARGE	On	1.00	1		18.75			
600	BWC	C-WTR BASIC CHARGE	On	1.00	1		13.00			
600	BSC	C-SWR BASIC CHARGE	On	1.00	1		13.67			

Account Management - (Edit)

↑ Retail account

File Edit Options Functions Consoles Help Chat



↓ Apt. account

Account Number: 08-1400-12   
 Zone: 04

Address: 403 CEDAR ST   
 Name: FISHER, CHERYL

General Metered Non-Metered Financial Information Comments History Consumption History Service Orders Devices Notifications

Serv/Tbl: 400 SR  Quantity: 0.00 Tax Exempt Percent: 0.000  
 Status: On  Amount: 0.00  
 Units: 1.00  
 Step: 0

Apply to Address

Serv	Tbl	Description	Status	Units	Step	Quantity	Amount	Pickup	Containers	Cubic F
400	SR	RESIDENTIAL SEWER	On	1.00			0.00			
500	RGa	R - GARBAGE 35 GAL	On	1.00	1		21.75			
600	BER	R-EL BASIC CHARGE	On	1.00	1		12.50			
600	BWR	R-WTR BASIC CHARGE	On	1.00	1		13.00			
600	BSR	R-SWR BASIC CHARGE	On	1.00	1		13.67			
550	SWF	STORM WATER FEE -	On	1.00	1		5.00			
600	BGR	R-GAS BASIC CHARGE	On	1.00	1		10.00			
400	SRF	SWR WWTP FLAT FEE	On	1.00	1		12.00			

**AGENDA ITEM**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

**DATE:** 4/01/2024

**AGENDA ITEM:** Chamber Request – decorate green space.

**ACTION:** Motion to approve, deny, or table.

**SYNOPSIS:** Chamber Board Request

Decorating the green space was popular with Tipton businesses (and community) that the chamber board is requesting permission to use this space throughout the year for seasonal decorating contests.

Chamber board asking permission to use green space during these times:

Making America Beautiful - set up beginning on May 25<sup>th</sup> and contest running June 1<sup>st</sup> – June 30<sup>th</sup>. Displays removed by July 15<sup>th</sup>.

Scarecrow Fest - set up beginning on September 24<sup>th</sup> and contest running October 1<sup>st</sup> – October 24<sup>th</sup>. Displays removed by November 1<sup>st</sup>.

Downtown for the Holidays – set up beginning on November 16<sup>th</sup> and contest runs November 23<sup>rd</sup> – December 23<sup>rd</sup>. Displays removed by January 1.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** Economic Development – Linda Beck

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

**ATTACHMENTS:** None

**DATE PREPARED:** 3/28/2024

**AGENDA ITEM**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

**DATE:** 4/1/2024

**AGENDA ITEM:** SHERMCO Engineering

**ACTION:** Discussion and possible Approval

**SYNOPSIS:** SHERMCO engineering has used the last of the budgeted money for this project and additional funding is requested. \$15,000 is what they are requesting. This will mostly be used for the programming of relays and switches, both in the field and in the power plant switchgear room.

**BUDGET ITEM:** CIP Feeder Project

**RESPONSIBLE DEPARTMENT:** Electric

**MAYOR/COUNCIL ACTION:** Discussion and Possible Approval

**ATTACHMENTS:** yes

**PREPARED BY:** Jon Walsh

**DATE PREPARED:** 3/27/2024.



**Cedar Rapids Service Center**  
1711 Hawkeye Drive Hiawatha, IA 52233  
Office (319) 377-3377  
[www.shermco.com](http://www.shermco.com)

Proposal prepared for:

Jon Walsh  
of  
Tipton Municipal  
for  
Tipton - 15kV Industrial Feeder Site  
Engineering Support

Approved by:  
Heather Bahnsen

Shermco Quote Number:  
SIQ-00005856-24

March 23, 2024



March 23, 2024

Jon Walsh  
Tipton Municipal  
407 Lynn Street  
Tipton, Iowa, 52772

Re: Tipton - 15kV Industrial Feeder Site Engineering Support  
Shermco Quote # SIQ-00005856-24

Shermco Industries is pleased to offer this proposal for the scope of work listed below:

**TIME & MATERIAL PRICE ..... \$15,000.00**

Payment terms net 30 days from the date of invoice. Pricing does not include any applicable taxes, permits and licensing fees. All sales subject to Shermco Industries, Inc. standard terms and conditions dated 9-14-2023. All freight will be prepaid and added to the invoice.

**WORKSCOPE**

Shermco will provide an Engineer(s) to provide 15kV industrial feeder site engineering support.

**SCHEDULE**

Personnel will be scheduled upon written acceptance of this proposal in the form of a contract, work order, purchase order, or similar documentation. Allow two (2) weeks from receipt of acceptance for scheduling of personnel and equipment. All efforts will be made to accommodate the project schedule; however, personnel and equipment are scheduled on a first come, first served basis.

Monday through Friday 7:00AM until 4:00 PM will be billed at a straight time (ST) rate.  
Monday through Friday before 7:00AM or after 4:00PM will be billed at an overtime (OT) rate.  
Saturday and after eight consecutive ST hours worked will be billed at an OT rate.  
Sunday and after twelve consecutive hours worked will be billed at a premium time (PT) rate.

**REPORT**

Upon completion of the above listed work scope you will receive one (1) electronic copy of the report, prepared within thirty (30) working days. The report will include conditions and test data, with a summary of recommendations for future maintenance, replacement of components or replacement of apparatus.

**GENERAL CONDITIONS**

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

1. The customer's electrician or engineer, familiar with the distribution system, is to be available during the testing and commissioning period.
2. The customer shall provide an auxiliary source of 120 volts, 60 hertz, single-phase power for lights, vacuum cleaners, small power tools and test equipment unless other agreements are made.

3. If primary injection testing of low voltage breakers is required, the customer shall provide an auxiliary source of single phase, 480-volt power (minimum 150 amperes), to operate high current test equipment. Upon customer request, Shermco can supply a generator for \$1,000.00 per day.
4. The customer is responsible for providing Shermco with all facility one-line drawings/ diagrams, control schematics, and equipment drawings. Shermco will require this information prior to the beginning of the project, during the pricing and submittal phase of the project. It is recommended that the customer provides an up-to-date protective device coordination study report including a device settings table, prior to Shermco starting to perform onsite testing. Otherwise all protective devices including but not limited to the following: protective relays, low voltage circuit breakers, ground fault protection devices, etc. will be tested and left at the "as found" settings.
5. Switching of electrical equipment is the responsibility of the customer. If Shermco is requested or required to perform the switching operations, no responsibility will be assumed by Shermco for any possible equipment failure during these switching operations. In the event Shermco has to perform switching, the customer will be charged for any cost incurred per Shermco established rates. Any utility service-disconnect or reconnect is to be scheduled by the customer so that the electrical equipment is available without delay. The "line side" or entire service entrance of the electrical equipment must be de-energized and available for testing before any system performance testing can be performed.
6. Site specific training, up to one hour per technician, is included in the proposal. Any additional site specific training or other safety requirements are hereby excluded from this proposal, unless specifically referenced herein.
7. Prior to the start of any onsite work, the customer shall familiarize Shermco personnel with their safety practices, regulations in effect at the jobsite, and any chemical and physical hazards, including process safety issues associated with the work environment. Shermco shall be under no obligation to commence work unless safety practices are acceptable to Shermco.
8. Cancellations, which may include weather related issues, will be assessed with a mobilization and/or project management/completion charge based on expenses incurred. Delays due to circumstances beyond the control of the Shermco service personnel will be subject to additional billing at established rates. This includes stand-time for switching, power-up operations & equipment clearances and permitting.
9. This quotation is effective for 30 days from quotation date, unless otherwise authorized by Shermco Industries. If materials have been quoted and to be provided, additional costs may apply due to the rapid changing price of raw materials.
10. All permits required will be the responsibility of the customer.

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

Respectfully Submitted  
Shermco Industries, Inc.

*Heather Bahnsen*

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

Copy:  
Brandon Snyder – Sales Operations Specialist



# Shermco Terms and Conditions

A proposal or quotation issued by the Shermco company named in the proposal ("Shermco") provided to you (the "Proposal") is an offer to sell services to you and/or procure equipment, parts, components, and software ("Procured Items") for you as specified in the Proposal ("Services") pursuant to these terms (the "Terms"). By accepting the Proposal, instructing Shermco to begin work or by executing the Proposal, you are agreeing to be bound by these Terms. The Proposal and Terms together form the entire agreement between you and Shermco (the "Agreement"). Shermco reserves the right to increase fees via Change Order should the terms or conditions of the service or the costs associated with the procurement of equipment, parts, components, and software increase during the term of the engagement.

## Your Obligations and Changes

You agree to pay Shermco's fees, charges, and reimbursable expenses for the Services and applicable taxes thereon (the "Charges") within 30 days after receipt of the invoice by you unless otherwise specified in the Proposal. Invoices are deemed received by you within 24 hours of being sent by Shermco. If the invoice is not paid by the due date, such charges may accrue late interest up to 1.5% of the outstanding balance per month, or the maximum permitted by law, whichever is lower, from the date such payment is due until the date paid. A surcharge of 2.5% of the invoice amount will apply for all invoices paid by credit card. You will be billed weekly for Services performed during the prior week for Services provided on a time and materials basis, as well as fixed price jobs without milestones; otherwise, you will be billed upon the completion of applicable milestones as set out in the Proposal. In addition, Shermco may suspend performance of the Services without liability to you until payment of all overdue amounts is made in full, including applicable interest and may require a retainer for Services to be rendered in future. All expenses incurred by Shermco relating to collection of past due amounts shall be charged to your account.

You will provide Shermco with access to the job site and all information about hazards including Material Safety Data Sheets as well as timely decisions upon request and all documentation and information reasonably required by Shermco for its provision of the Services. Shermco is entitled to rely upon the accuracy of that documentation and information and you assume the risk of any inaccuracy unless validation of that documentation and information is specifically part of the Services. You may not require Shermco or its employees, as a condition to site access or otherwise, to further agree or to enter into any agreement which waives, releases, indemnifies or otherwise limits or expands any right or obligations whatsoever hereunder. You and Shermco shall take all such reasonable steps to protect the confidentiality of information provided by one to the other and neither party shall disclose same or use it for purposes other than for the project under which the Services are rendered.

If, during the term of this Agreement, circumstances or conditions that were not originally known to Shermco become known, to the extent that they affect the Services, Prices, Charges, schedule, allocation of risks or other material terms of this Agreement, Shermco reserves the right to renegotiate appropriate portions of this Agreement. Shermco shall notify you in writing of the changed conditions necessitating renegotiation, and you and Shermco shall promptly and in good faith enter into renegotiation of this Agreement to address them and it is specifically agreed that the re-negotiation may result in a change in the scope of the Services, the Charges, the schedule, or other material terms of this Agreement and that a change order premium may be applied by Shermco.

## Standard of Care and Warranty

Shermco's Services shall reflect that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality

(the "Standard of Care"). Upon prompt, written notice to Shermco, but in any event within one (1) year of completion of the Services, that the Services or part of the Services fail to meet that Standard of Care, Shermco shall, at its option, re-perform the portion of the Services not meeting the Standard of Care to remedy the deficiency, or pay you the amount of the Charges paid by you for the Services not meeting the Standard of Care.

All Procured Items carry only the specific manufacturer's warranty related to it or extended to Shermco by its supplier and Shermco provides no separate warranty including but not limited to any warranties relating to title and non-infringement of third-party intellectual property rights. Shermco will assign or flow through to you all warranties provided by third parties with respect to the Services. You will be responsible for all Shermco's costs associated with your cancellation of any order of Procured Items including shipping and cancellation or re-stocking charges. Shermco bears no liability for any delays in shipping or delivery of Procured Items. Risk of loss of Procured Items passes to you at the same time as Shermco's supplier's terms transfer that risk to Shermco.

Except for the Standard of Care, Shermco disclaims all warranty, guarantee or condition, statutory or otherwise, express, or implied, written, or oral, including but not limited to warranties of merchantability and fitness for a particular purpose. Nothing in the Agreement creates a fiduciary duty owed by one party to the other. The Limitation of Liability provision below limits Shermco's liability to you.

## Limitation of Liability

In recognition of the relative risks and rewards for you and Shermco in connection with the project under which Shermco provides the Services, you and Shermco agree that notwithstanding any other provision in the Agreement, the common law, applicable statutes, or any other legal theory, and to the fullest extent permitted by law, **THE TOTAL AGGREGATE LIABILITY OF SHERMCO AND, TO THE EXTENT LEGALLY LIABLE IN ANY MANNER, THE LIABILITY OF ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, SHAREHOLDERS, OWNERS AND SUBCONSULTANTS, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER OR CLAIMS OR EXPENSES FROM ANY CAUSE OR CAUSES RESULTING FROM OR IN ANY WAY RELATED TO THE PROJECT, THE SERVICES OR THE AGREEMENT, INCLUDING LEGAL FEES AND COSTS AND EXPERT-WITNESS FEES AND COSTS, IS LIMITED to**, at Shermco's option, either the re-performance by Shermco of the Services not meeting the Standard of Care to remedy the deficiency or the payment by Shermco to you for actual damages incurred by you directly up to an amount equal to the Charges paid by you for the Services not meeting the Standard of Care.

This limitation limits any and all of Shermco's liability or cause of action however alleged or arising including any indemnity obligations, and regardless of the success or effectiveness of other remedies, relating in any fashion to any work and any Services, whether originally performed or re-performed, any revisions to the work or the services rendered hereunder and any misrepresentations made during the course of rendering those services whether by Shermco's employees, sub-contractors, consultants, or agents, and includes without limitation, those caused by Shermco's negligence or gross negligence, a fundamental breach of contract or breach of a fundamental term or any other breach of duty whatsoever unless otherwise prohibited by law.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party shall ever be liable to the other for any special, indirect, incidental, punitive, or consequential damages arising out of the project, the provision of the Services or the Agreement regardless of whether such losses were foreseeable at the time of the making of the Agreement. This mutual waiver of damages includes, but is not limited to loss of use, business interruption or loss of



revenue, savings, reputation, data, computer functionality, use of equipment, earnings, income or profits, that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of warranty of any kind even if such party has been advised of the possibility of such potential loss or damage in advance. Shermco shall not be responsible for the acts or omissions of you, your employees, contractors, subcontractors, agents, or their employees, nor liable for any loss, injury, or damage to persons or property caused by their negligence or fault.

#### Ownership and Use of Documents, Patents and Trademarks

All documents, including drawings, plans, models, designs, specifications, reports, photographs, computer software, surveys, calculations, computer print-outs, electronic files, and other data used in connection with the Services and which were prepared by, or on behalf of, Shermco (the "Documents") and all patents, trademarks, copyrights, industrial or other intellectual property rights resulting from the Services or from concepts, products, or processes that are developed or first reduced to practice by Shermco, or others on behalf of Shermco, in performing the Services (the "Intellectual Property") are Shermco's property whether the work is executed or not and together, are Shermco's "Instruments of Service". Shermco retains all common law, statutory and other reserved rights thereto.

You may only use the Instruments of Service as permitted under these Terms if you have paid the Charges. Thereafter, you are granted a non-exclusive license to use the Intellectual Property inherent in the Instruments of Service for the life of, and only for, the project under which Shermco provided the Services and retain and use a copy of the Documents all solely for purposes of its maintenance and repair. The terms of use and license of any of Shermco's intellectual property licensed to you under a separate license agreement are not governed by this Agreement.

You will not, directly, or indirectly, disclose to third parties, use, misuse or modify the Instruments of Service except as specifically authorized in this Agreement or explicitly agreed to in writing by Shermco. You will, to the fullest extent permitted by law, indemnify and hold harmless Shermco from any and all claims by any party (including claims of infringement of third-party intellectual property rights), damages, liabilities or costs, including reasonable legal fees and expenses on a solicitor and own client basis, arising, directly or indirectly in any manner whatsoever, out of any such unauthorized disclosure, use, misuse or modification of the Instruments of Service. You agree that Shermco is not responsible or liable to you or anyone else for the consequences, financial, legal or otherwise, of your disclosure, use, misuse or modification of the Instruments of Service.

#### Remedies on Breach

Nothing in the Agreement shall operate to limit a party's legal remedies for breach of the other party's obligations hereunder which shall, at all times, be cumulative. You agree that any material breach of this Agreement will cause irreparable harm to Shermco, that such harm will be difficult if not impossible to ascertain, and that Shermco shall be entitled to equitable relief, including injunction, against any actual or threatened breach hereof, without bond and without liability should such relief be denied, modified, or vacated. Neither the right to obtain such relief nor the obtaining of such relief shall be exclusive of or preclude Shermco from any other remedy.

#### Force Majeure

Shermco shall not be responsible or liable for any loss, damage, detention or delay arising directly or indirectly from any cause or event beyond Shermco's reasonable control including war, invasion, insurrection, riot, the order of any civil or military authority, or by fire, flood, weather or other acts of the elements or acts of God or other emergencies, pandemics or other public health emergencies, breakdown, lockouts, strikes or labor disputes; the lack of availability of equipment, supplies or products (but not to the extent that any such lack of availability of any of the foregoing results from Shermco's failure to

have exercised reasonable diligence); failure of any Government agency to act in a timely manner, or, failure of performance by you or your contractors or consultants; or without limiting the foregoing, any other cause beyond Shermco's reasonable control.

#### General

Nothing in the Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party. The Services are being performed solely for your benefit and no other party shall have any claim against Shermco because of the Agreement or the performance or non-performance of the Services. Shermco may provide Services through resources of its subsidiaries or affiliates and may subcontract performance of the Services without your consent but remains liable, therefore.

Neither party shall, during the term of the Agreement and for a period of two (2) years thereafter, without the prior written consent of the other party, offer employment to or actively solicit any employees or personnel of the other party who have been engaged in or associated with the Services.

Unless the Services are rendered in Canada, your relationship with Shermco and the Agreement shall be governed by the applicable laws of the State of Texas and the Courts thereof and the courts of appeal therefrom. If the Services are rendered in Canada, same will be governed by the jurisdiction where the Services are provided and the Courts of that jurisdiction and the courts of appeal therefrom.

This Agreement supersedes all prior negotiations, discussions, agreements, or representations whether written or oral. No other terms, conditions, warranties, or understandings whether express or implied, form a part of this Agreement. No amendment or waiver of the Agreement is binding unless agreed to in writing by both parties, a waiver of one provision does not operate to waive any other provision and no waivers of a provision of the Agreement shall act as a subsequent waiver of the same provision. If any provision of the Agreement is invalid or unenforceable, the remaining provisions are valid and binding. Shermco may, at any time, at its sole option, assign this Agreement wholly or in part.

#### Termination and Survival

Either party may terminate this Agreement upon material breach of this Agreement by the other party upon five (5) days' written notice to the breaching party or for convenience upon giving the other party not less than fifteen (15) calendar days' written notice and, in the event of termination of this Agreement by either party, you shall, within fifteen (15) calendar days of receipt of Shermco's final invoice, pay Shermco for all Charges up to and including the date of termination. If a party is purporting to terminate for material breach, the breaching party shall have seven (7) days to resolve the breach in which case, the Agreement shall not be terminated. Obligations related to confidentiality, payment for Services and indemnification survive the termination of this Agreement.

Client: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The Terms and Conditions detailed herein will supersede any Client Terms that may be issued subsequent to this Proposal.



**CONTRACTOR'S PAYMENT FORM**

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PREPARED BY: ORIGIN DESIGN

PROJECT: CITY OF BERGSHIRE  
 PROJECT: PCC PAVEMENT - REGRADE  
 PROJECT NO: 172301  
 DOT Project No.: 10P-03-20100-1-1-18  
 DATE START DATE: APRIL 17, 2023  
 COPI Address: 0.50 day, COBZ added 2 days, COB added 2.5 days  
 WORKING DAYS: 280

CONTRACTOR: TRIPLE E CONSTRUCTION GROUP  
 ADDRESS: 701 WEST WINDYBUSH DRIVE  
 WINDYBUSH, GA 30156  
 Phone: 404-727-2478

AMOUNT OF CONTRACT: Original: \$6,202,939.40  
 Revised: \$6,200,192.41  
 CMT: \$31,167.00, COBZ: \$33,992.00, COB: \$42,713.97  
 Plan Quantity

DATES OF PAYMENT: From: 12/1/2023 To: 12/31/2023  
 Month: 1, 2024

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

REF. NO.	ITEM CODE	CONTRACT ITEM DESCRIPTION	PAVEMENT PARTIAL	CONTRACT ITEM PARTIAL	UNIT	UNIT COST	PREVIOUS PERIOD QUANTITY	PREVIOUS PERIOD AMOUNT	THIS PERIOD PARTICIPATING QUANTITY	THIS PERIOD AMOUNT	NON-PARTICIPATING QUANTITY	NON-PARTICIPATING AMOUNT	TOTAL TO DATE PARTICIPATING QUANTITY	TOTAL TO DATE PARTICIPATING AMOUNT	PERCENT	TOTAL TO DATE NON-PARTICIPATING QUANTITY	TOTAL TO DATE NON-PARTICIPATING AMOUNT	PERCENT	TOTAL TO DATE QUANTITY	TOTAL TO DATE AMOUNT	PERCENT
0010	2105-2710070	EXCAVATION CLASS 10, ROADWAY AND BORROW	2082		CY	\$10.50	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	100%	0	\$0.00	0%	0	\$0.00	100%
0020	2105-2710090	EXCAVATION CLASS 10, WASTE	9494.6		CY	\$9.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	43%	0	\$0.00	0%	0	\$0.00	43%
0030	2105-4429005	TOPSOIL, FURNISH AND SPREAD	620		CY	\$55.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	61%	0	\$0.00	0%	0	\$0.00	61%
0040	2105-4429015	TOPSOIL, STRIP SALVAGE AND SPREAD	600		CY	\$8.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	100%	0	\$0.00	0%	0	\$0.00	100%
0050	2105-8500100	CONSTRUCTION OF NATURAL SUBGRADE FOR PAVEMENT, BASE COURSE, PAVEMENT WIDTHS OR SUBBASE	0.82		MILES	\$80,000.00	0.254	\$20,320.00	0	\$0.00	0	\$0.00	0.254	\$20,320.00	41%	0	\$0.00	0%	0.254	\$20,320.00	41%
0060	2115-0100000	MODIFIED SUBBASE	6,861.10		CY	\$45.00	3019.80	\$1,021.50	0	\$0.00	22.7	\$1,021.50	3019.80	\$1,021.50	44%	22.70	\$1,021.50	100%	3042.5	\$1,943.00	44%
0070	2123-2650020	SHOULDER FINISHING, EARTH	18.91		STA	\$150.00	13.41	\$2,011.50	0	\$0.00	0	\$0.00	13.41	\$2,011.50	71%	0	\$0.00	0%	13.41	\$2,011.50	71%
0080	2210-0473200	MACADAM STONE BASE	1350		TON	\$26.00	522.31	\$13,580.06	0	\$0.00	0	\$0.00	522.31	\$13,580.06	39%	0	\$0.00	0%	522.31	\$13,580.06	39%
0090	2215-0745500	REMOVAL OF CURB	0.22		STA	\$1,000.00	0.22	\$220.00	0	\$0.00	0	\$0.00	0.22	\$220.00	69%	0	\$0.00	0%	0.22	\$220.00	69%
0100	2215-0501005	BASE WIDENING, 6.5 IN. HOT MIX ASPHALT MIXTURE	377.4		SY	\$75.00	377.40	\$28,205.00	0	\$0.00	0	\$0.00	377.4	\$28,205.00	100%	0	\$0.00	0%	377.4	\$28,205.00	100%
0110	2215-5415150	PAVEMENT SCURFICATION	1623.7		SY	\$2.50	6033.60	\$15,084.00	0	\$0.00	0	\$0.00	6033.6	\$15,084.00	37%	0	\$0.00	0%	6033.6	\$15,084.00	37%
0120	2301-1033000	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	2650.5		SY	\$71.50	1216.70	\$87,137.05	0	\$0.00	0	\$0.00	1216.7	\$87,137.05	48%	0	\$0.00	0%	1216.7	\$87,137.05	48%
0130	2301-1033100	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 10 IN.	14430.7		SY	\$90.25	6354.00	\$569,978.75	161	\$14,620.25	0	\$0.00	6315	\$569,978.75	45%	0	\$0.00	0%	6515	\$569,978.75	45%
0140	2301-0811722	PORTLAND CEMENT CONCRETE PAVEMENT (SMILES ASPHALT FINISH), AS PER PLAN	1		LS	\$3,500.00	0.50	\$1,750.00	0	\$0.00	0	\$0.00	0.5	\$1,750.00	60%	0	\$0.00	0%	0.5	\$1,750.00	60%
0150	2303-0000100	HOT MIX ASPHALT, STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIN. NO. SPECIAL FRICTION REQUIREMENT	99.9		TON	\$275.00	30.60	\$8,415.00	0	\$0.00	0	\$0.00	30.6	\$8,415.00	31%	0	\$0.00	0%	30.6	\$8,415.00	31%
0160	2303-1133000	HOT MIX ASPHALT, STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIN. NO. SPECIAL FRICTION REQUIREMENT	377.4		SY	\$35.00	377.40	\$13,309.00	0	\$0.00	0	\$0.00	377.4	\$13,309.00	100%	0	\$0.00	0%	377.4	\$13,309.00	100%
0170	2401-0750001	STEEL PIPE RESTRICTION HAND ROLLING	24.4		LF	\$300.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%
0180	2415-0444100	APPROX. CONCRETE, 42 IN. DIA.	1		LF	\$4,000.00	1.00	\$4,000.00	0	\$0.00	0	\$0.00	1	\$4,000.00	100%	0	\$0.00	0%	1	\$4,000.00	100%
0190	2416-0100042	CULVERT, 2000 CONCRETE ENTRANCE PIPE, 42 IN. DIA.	13		LF	\$450.00	24.00	\$10,800.00	0	\$0.00	0	\$0.00	24	\$10,800.00	185%	0	\$0.00	0%	24	\$10,800.00	185%
0200	2435-0140146	MANHOLE, STORM SEWER, SM-01, 48 IN.	2		EACH	\$3,700.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	5	\$30,000.00	63%	5	\$30,000.00	63%
0230	2435-0140172	MANHOLE, STORM SEWER, SM-01, 72 IN.	7		EACH	\$8,700.00	5.00	\$43,500.00	0	\$0.00	0	\$0.00	5	\$43,500.00	71%	0	\$0.00	0%	5	\$43,500.00	71%
0240	2435-0140300	MANHOLE, STORM SEWER, SM-03, 84 IN.	1		EACH	\$21,500.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%
0250	2435-0250100	INTAKE, SW-501	17		EACH	\$3,600.00	11.00	\$39,600.00	0	\$0.00	0	\$0.00	11	\$39,600.00	65%	0	\$0.00	0%	11	\$39,600.00	65%
0260	2435-0250110	INTAKE, SW-504 MODIFIED	3		EACH	\$9,300.00	3.00	\$27,900.00	0	\$0.00	0	\$0.00	3	\$27,900.00	100%	0	\$0.00	0%	3	\$27,900.00	100%
0270	2435-0400000	EXTERNAL DROP CONNECTION, SW-307	1		EACH	\$8,000.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%
0280	2435-0500110	INTAKE ADJUSTMENT, MINOR	1		EACH	\$1,500.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%
0290	2435-0700010	CONNECTION TO EXISTING MANHOLE	1		EACH	\$2,500.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%
0310	2505-8213154	SUBDRAIN, LONGITUDINAL, (SHOULDER) 1 IN. DIA.	4819		LF	\$8.50	3514.20	\$29,870.70	0	\$0.00	0	\$0.00	3514.2	\$29,870.70	71%	0	\$0.00	0%	3514.2	\$29,870.70	71%
0320	2505-8213105	SUBDRAIN OUTLET, DR-303	16		EACH	\$350.00	4.00	\$1,400.00	0	\$0.00	0	\$0.00	4	\$1,400.00	29%	0	\$0.00	0%	4	\$1,400.00	29%
0330	2505-0114230	STORM SEWER GRADITY MAIN, TRENCHED, REINFORCED	393		LF	\$300.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	3	\$900.00	300%	3	\$900.00	300%
0340	2505-0114242	STORM SEWER GRADITY MAIN, TRENCHED, REINFORCED	460		LF	\$238.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%
0350	2505-0114415	CONCRETE PIPE (RCP), 2000 (CLASS III), 42 IN.	98		LF	\$95.00	450.00	\$107,100.00	0	\$0.00	0	\$0.00	450	\$107,100.00	98%	0	\$0.00	0%	450	\$107,100.00	98%
0360	2505-0114418	CONCRETE PIPE (RCP), 3000 (CLASS IV), 18 IN.	622		LF	\$100.00	128.60	\$10,931.00	0	\$0.00	0	\$0.00	128.6	\$10,931.00	131%	0	\$0.00	0%	128.6	\$10,931.00	131%
Indicates this quantity was modified via a change order																					
SUBTOTAL WORK COMPLETED - Page 1										\$14,530.25	\$1,021.50		\$1,300,653.47		\$31,021.50		\$1,331,684.97				

CONTRACT WORK COMPLETED - CONTINUED

REF. NO.	ITEM CODE	CONTRACT ITEM DESCRIPTION	TERRACE PAVING	CONTRACT ITEM	UNIT COST	PREVIOUS PERIOD PAVING	PREVIOUS PERIOD CONTRACT PAVING	THIS PERIOD DIVISION 1		THIS PERIOD DIVISION 2		TOTAL TO DATE DIVISION 1		TOTAL TO DATE DIVISION 2		TOTAL TO DATE		
								AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT			
0370	2503-011443E	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 3000 CLASS IV, 36 IN. CONCRETE PIPE (RCP), 3000 CLASS IV, 36 IN. REINFORCED CONCRETE PIPE (RCP), 3000 CLASS IV, 36 IN.	1094	LF	\$205.00	391.50		0	\$0.00			391.5	\$74,107.50	33%		391.5	\$74,107.50	33%
0380	2503-011444E	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN. SANITARY SEWER SERVICE STUD, POLYVINT CHLORIDE PIPE (PVC), 4 IN.	474	LF	\$295.00	469.00		0	\$0.00			469	\$138,355.00	99%		469	\$138,355.00	99%
0390	2503-020003E	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN. SANITARY SEWER SERVICE STUD, POLYVINT CHLORIDE PIPE (PVC), 4 IN.	1113	LF	\$15.00	1257.10		0	\$0.00			1257.1	\$18,856.50	113%		1257.1	\$18,856.50	113%
0400	2503-020004E	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN. SANITARY SEWER SERVICE STUD, POLYVINT CHLORIDE PIPE (PVC), 4 IN.	580	LF	\$15.00	0.00		0	\$0.00			0	\$0.00	0%		0	\$0.00	0%
0410	2504-011400E	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINT CHLORIDE PIPE (PVC), 36 IN.	1370	LF	\$95.00	1147.00		0	\$0.00			1147	\$97,495.00	84%		1147	\$97,495.00	84%
0420	2504-011401E	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINT CHLORIDE PIPE (PVC), 36 IN.	437	LF	\$93.00	262.00		0	\$0.00			262	\$24,366.00	60%		262	\$24,366.00	60%
0430	2504-020004E	SANITARY SEWER SERVICE STUD, POLYVINT CHLORIDE PIPE (PVC), 4 IN.	281	LF	\$60.00	391.00		0	\$0.00			391	\$23,460.00	134%		391	\$23,460.00	134%
0440	2504-020005E	SANITARY SEWER SERVICE STUD, POLYVINT CHLORIDE PIPE (PVC), 6 IN.	1122	LF	\$70.00	24.00		0	\$0.00			24	\$1,680.00	2%		24	\$1,680.00	2%
0450	2504-020006E	SANITARY SEWER SERVICE STUD, POLYVINT CHLORIDE PIPE (PVC), 6 IN.	926	LF	\$1.00	119.00		0	\$0.00			119	\$119.00	13%		119	\$119.00	13%
0460	2504-020226E	SANITARY SEWER ABANDONMENT, FILL AND PLUG, LESS THAN OR EQUAL TO 36 IN. DIA.	551	LF	\$10.00	677.00		0	\$0.00			677	\$6,770.00	123%		677	\$6,770.00	123%
0470	2507-325003E	ENGINEERING FABRIC	29	SY	\$10.00	19.80		0	\$0.00			19.8	\$198.00	68%		19.8	\$198.00	68%
0480	2507-680005E	REVEALMENT CLASS E	30	TON	\$65.00	33.55		0	\$0.00			33.55	\$2,180.75	112%		33.55	\$2,180.75	112%
0490	2510-674585E	REMOVAL OF PAVEMENT	1462.2	SY	\$7.50	7920.40		0.0	\$0.00			7920.4	\$59,403.00	54%		7920.4	\$59,403.00	54%
0500	2510-675980E	REMOVAL OF WINGS AND UTILITY ACCESSSES	28	EACH	\$455.00	19.00		0	\$0.00			19	\$8,645.00	69%		19	\$8,645.00	69%
0510	2511-030260E	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN. SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	1218.5	SY	\$73.00	1218.50		0	\$0.00			1218.5	\$88,950.50	100%		1218.5	\$88,950.50	100%
0520	2511-031010E	REMOVAL OF SIDEWALK	17.3	SY	\$175.00	17.30		0	\$0.00			17.3	\$3,027.50	100%		17.3	\$3,027.50	100%
0530	2511-674590E	REMOVAL OF SIDEWALK	4298	SY	\$7.00	1051.80		0	\$0.00			1051.8	\$7,422.60	25%		1051.8	\$7,422.60	25%
0540	2511-752600E	SIDEWALK P.C. CONCRETE, 4 IN. *	798	SY	\$75.00	461.80		0	\$0.00			461.8	\$34,635.00	58%		461.8	\$34,635.00	58%
0550	2511-752605E	SIDEWALK P.C. CONCRETE, 6 IN.	2581.9	SY	\$90.00	10.50		0	\$0.00			10.5	\$945.00	0%		10.5	\$945.00	0%
0560	2511-752606E	SIDEWALK P.C. CONCRETE, 8 IN.	4707	SY	\$92.00	140.30		0	\$0.00			140.3	\$12,907.60	30%		140.3	\$12,907.60	30%
0570	2511-752810E	DETECTABLE WARNINGS	877	SF	\$50.00	443.80		0	\$0.00			443.8	\$22,190.00	51%		443.8	\$22,190.00	51%
0580	2512-172525E	CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	32	LF	\$32.00	0.00		0	\$0.00			0	\$0.00	0%		0	\$0.00	0%
0590	2512-182500E	CURB SPECIAL, APP	95	LF	\$120.00	15.80		0	\$0.00			15.8	\$1,896.00	17%		15.8	\$1,896.00	17%
0600	2515-242506E	DRIVEWAY, P.C. CONCRETE, 6 IN. *	54.7	SY	\$117.00	33.00		0	\$0.00			33	\$3,861.00	61%		33	\$3,861.00	61%
0610	2515-242507E	DRIVEWAY, P.C. CONCRETE, 7 IN.	661.3	SY	\$98.00	407.80		0	\$0.00			407.8	\$35,888.40	62%		407.8	\$35,888.40	62%
0620	2515-674580E	REMOVAL OF PAVED DRIVEWAY *	1124.2	SY	\$8.00	524.40		0	\$0.00			524.4	\$4,195.20	47%		524.4	\$4,195.20	47%
0630	2516-682500E	COMBINED CONCRETE SIDEWALK AND RETAINING WALL *	7.9	CY	\$1,025.00	4.80		0	\$0.00			4.8	\$3,720.00	61%		4.8	\$3,720.00	61%
0640	2519-330080E	SAFETY FENCE	80	LF	\$10.00	42.50		0	\$0.00			42.5	\$425.00	53%		42.5	\$425.00	53%
0650	2520-335001E	FIELD OFFICE	1	LS	\$20,000.00	0.50		0.00	\$0.00			0.5	\$10,000.00	50%		0.5	\$10,000.00	50%
0660	2523-000010E	HANDHOLES AND JUNCTION BOXES	28	EACH	\$1,000.00	0.00		0	\$0.00			0	\$0.00	0%		0	\$0.00	0%
0670	2523-000011E	TRAPPED SIGNALIZATION	16	EACH	\$1,000.00	8.00		0	\$0.00			8	\$8,000.00	50%		8	\$8,000.00	50%
0680	2527-028311E	PAINTED PAVEMENT MARKINGS, DURABLE	1	LS	\$100,000.00	0.00		0	\$0.00			0	\$0.00	0%		0	\$0.00	0%
0700	2527-028313E	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	107.22	SY	\$275.00	0.00		0	\$0.00			0	\$0.00	0%		0	\$0.00	0%
						118.45		0	\$0.00			79.47	\$0.00			79.47	\$13,907.25	68%
									\$0.00				\$0.00				\$550,280.40	
									\$0.00				\$0.00				\$162,535.00	
									\$0.00				\$0.00				\$712,815.40	

SUBTOTAL WORK COMPLETED - Page 2

CONTRACT WORK COMPLETED - CONTINUED

REF. NO.	ITEM CODE	CONTRACT ITEM DESCRIPTION	PARTIAL FINISH	NON-PARTIAL	CONTRACT ITEM UNIT	UNIT COST	PREVIOUS PERIOD PARTIAL FINISH	PREVIOUS PERIOD NON-PARTIAL FINISH	THIS PERIOD DIVISION 1		THIS PERIOD DIVISION 2		TOTAL TO DATE DIVISION 1		TOTAL TO DATE DIVISION 2		TOTAL TO DATE				
									QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	PERCENT	QUANTITY	AMOUNT	PERCENT	QUANTITY	AMOUNT	PERCENT
0710	2527-9293143	PAINTED SYMBOLS AND LEGENDS DURABLE	11		EACH	\$400.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%	
0720	2527-9293180	PAVEMENT MARKINGS REMOVED	2.1		STA	\$2,000.00	0.00	0	\$0.00	0.9	\$1,800.00	43%	0.9	\$1,800.00	43%	0	\$0.00	0%	0.9	\$1,800.00	43%
0730	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	63.38		STA	\$275.00	0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%
0740	2528-2518004	SAFETY CLOSURE	31		EACH	\$200.00	18.00	0	\$0.00	18	\$3,600.00	58%	18	\$3,600.00	58%	0	\$0.00	0%	18	\$3,600.00	58%
0750	2528-8400048	TEMPORARY BARRIER RAIL, CONCRETE	2100		L.S.	\$45,000.00	0.50	0.00	\$0.00	0.5	\$22,500.00	50%	0.5	\$22,500.00	50%	0	\$0.00	0%	0.5	\$22,500.00	50%
0760	2528-8445110	TRAFFIC CONTROL	1		EACH	\$595.00	8.50	0	\$0.00	8.5	\$4,717.50	34%	8.5	\$4,717.50	34%	0	\$0.00	0%	8.5	\$4,717.50	34%
0770	2528-8445113	FLAGGERS	25		EACH	\$35.00	48.80	0	\$0.00	48.8	\$4,148.00	10%	48.8	\$4,148.00	10%	0	\$0.00	0%	48.8	\$4,148.00	10%
0780	2528-5070111	PATCHES, FULL-DEPTH FINISH, BY AREA 60 FEET OR GREATER IN LENGTH	498.4		SY	\$95.00	48.80	0	\$0.00	1	\$1,500.00	100%	1	\$1,500.00	100%	0	\$0.00	0%	1	\$1,500.00	100%
0790	2528-5070120	PATCH FULL-DEPTH FINISH BY COLUMN	1		EACH	\$1,500.00	1.00	0	\$0.00	1	\$300,000.00	100%	1	\$300,000.00	100%	0	\$0.00	0%	1	\$300,000.00	100%
0800	2533-4890005	MOBILIZATION	1	1720	LS	\$300,000.00	1.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%	1	\$300,000.00	100%	1	\$300,000.00	100%
0810	2552-0800220	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL			CY	\$31.00		8550.00			\$0.00					8550	\$265,380.00	50%			50%
0820	2554-0112004	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 4 IN.	15		LF	\$125.00	0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%
0830	2554-0112006	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 6 IN.	105		LF	\$90.00	0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%
0840	2554-0112008	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 8 IN.	1977		LF	\$100.00	595.00	0	\$0.00	595	\$59,500.00	30%	595	\$59,500.00	30%	0	\$0.00	0%	595	\$59,500.00	30%
0850	2554-012012	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.	31		LF	\$140.00	0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%
0860	2554-0114004	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	19		LF	\$62.00	0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%
0870	2554-0114008	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 10 IN.	888		LF	\$60.00	811.00	0	\$0.00	811	\$54,880.00	91%	811	\$54,880.00	91%	0	\$0.00	0%	811	\$54,880.00	91%
0880	2554-0114010	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 10 IN.	33		LF	\$100.00	22.00	0	\$0.00	22	\$2,200.00	67%	22	\$2,200.00	67%	0	\$0.00	0%	22	\$2,200.00	67%
0890	2554-0293000	FITTINGS BY WEIGHT, DUCTILE IRON	3848		LB	\$22.00	1759.00	0	\$0.00	1759	\$38,698.00	46%	1759	\$38,698.00	46%	0	\$0.00	0%	1759	\$38,698.00	46%
0900	2554-0295110	WATER SERVICE STUB, COPPER, 1 IN.	1228		LF	\$47.50	439.00	0	\$0.00	439	\$20,822.50	35%	439	\$20,822.50	35%	0	\$0.00	0%	439	\$20,822.50	35%
0910	2554-0295120	WATER SERVICE STUB, COPPER, 2 IN.	26		LF	\$75.00	0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%
0920	2554-0295410	WATER SERVICE CORPORATION COPPER, 1 IN.	45		EACH	\$1,350.00	14.00	0	\$0.00	14	\$18,900.00	31%	14	\$18,900.00	31%	0	\$0.00	0%	14	\$18,900.00	31%
0930	2554-0295420	WATER SERVICE CORPORATION COPPER, 2 IN.	1		EACH	\$1,600.00	0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%
0940	2554-0295710	WATER SERVICE CURB STOP AND BOX, COPPER, 1 IN.	19		EACH	\$500.00	13.00	0	\$0.00	13	\$6,500.00	68%	13	\$6,500.00	68%	0	\$0.00	0%	13	\$6,500.00	68%
0950	2554-0295720	WATER SERVICE CURB STOP AND BOX, COPPER, 2 IN.	1		EACH	\$1,000.00	0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%
0960	2554-0297006	VALVE, GATE, DIP, 6 IN.	1		EACH	\$2,000.00	0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%	0	\$0.00	0%
0970	2554-0297008	VALVE, GATE, DIP, 8 IN.	19		EACH	\$2,200.00	9.00	0	\$0.00	9	\$24,300.00	47%	9	\$24,300.00	47%	0	\$0.00	0%	9	\$24,300.00	47%

SUBTOTAL WORK COMPLETED - Page 3

\$0.00

\$0.00

\$5774,096.00

\$2965,360.00

\$893,458.00

REF. NO.	ITEM CODE	CONTRACT ITEM DESCRIPTION	PARTIC- PARTIC	CONTRACT ITEM NON-PARTIC	UNIT	UNIT COST	PERIODS PARTIC- PARTIC	PERIODS NON-PARTIC- PARTIC	THIS PERIOD DIVISION 1		THIS PERIOD DIVISION 2		TOTAL TO DATE DIVISION 1		TOTAL TO DATE DIVISION 2		TOTAL TO DATE	
									QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	PERCENT	QUANTITY	AMOUNT	PERCENT
0980	2554-020710	VALVE GATE DIP- 10 IN.	2		EACH	\$4,000.00	2.00	0.00	0	\$0.00	0	\$0.00	2	\$8,000.00	100%	2	\$8,000.00	100%
0989	2554-020712	VALVE GATE DIP- 12 IN.	1		EACH	\$4,000.00	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%
1000	2554-021021	FIRE HYDRANT ASSEMBLY, WMA-20T	6		EACH	\$2,500.00	3.00	0.00	0	\$0.00	0	\$0.00	3	\$24,000.00	50%	3	\$24,000.00	50%
1010	2554-021025	FIRE HYDRANT ASSEMBLY REMOVAL	6		EACH	\$700.00	2.00	0.00	0	\$0.00	0	\$0.00	2	\$1,400.00	33%	2	\$1,400.00	33%
1020	2554-021400	FIRE HYDRANT ADJUSTMENT	1		EACH	\$3,000.00	1.00	0.00	0	\$0.00	0	\$0.00	1	\$3,000.00	100%	1	\$3,000.00	100%
1030	2555-000010	REMOVAL OF CURB AND CURB PATCHED MATERIALS (Replaced by 10)	1		LS	\$25,000.00	0.50	0.00	0	\$0.00	0	\$0.00	0.5	\$12,500.00	50%	0.5	\$12,500.00	50%
1040	2599-999905	INSTALL NEW TREE GRATE	5		EA	\$2,000.00	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%
1050	2599-999905	LIGHT POLE BASE EXTENSION	5		EA	\$1,000.00	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%
1060	2599-999905	REMOVE & REINSTALL LIGHT POLE BASE FRAME	2		EA	\$1,000.00	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%
1070	2599-999905	EXPLODATORY EXCAVATION	19		EA	\$1,500.00	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%
1080	2599-999909	COMMUNICATION CONDUIT OPEN CUT HOPE 2 INCH	40		LRS	\$500.00	8.00	0.00	0	\$0.00	0	\$0.00	8	\$4,000.00	20%	8	\$4,000.00	20%
1100	2599-999909	REMOVE AND REINSTALL HANDRAIL	156.64		LF	\$12.00	602.00	0.00	0	\$0.00	0	\$0.00	602	\$7,224.00	38%	602	\$7,224.00	38%
1110	2599-999910	VIBRATION MONITORING	1		LS	\$50,000.00	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%
1120	2599-999914	CONCRETE UNIT PAVERS WITH SAND SETTING BED	9		SF	\$200.00	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%
1140	2599-999914	REMOVE DECORATIVE BRICK PAVERS	44.80		SF	\$4.00	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%
1150	2599-999920	MULLINGS - PLACE ONLY	312		TON	\$10.00	177.43	0.00	0	\$0.00	0	\$0.00	177.43	\$1,774.30	57%	177.43	\$1,774.30	57%
1170	2601-263410	MULCHING - BONDED FIBER MATRIX	1.56		ACRE	\$3,200.00	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%
1180	2601-263410	MULCHING - RURAL	0.31		ACRE	\$3,200.00	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%
1190	2601-263944	SEEDING AND FERTILIZING (URBAN)	1.25		ACRE	\$1,000.00	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%
1200	2601-263952	SLOPE PROTECTION WOOD EXPOSURE MAT	14		SQ	\$16.00	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%
1210	2601-263910	SODDING	10		SO	\$95.00	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%
1220	2601-264210	STABILIZING CHOP - SEEDING AND FERTILIZING SPECIAL FOR SOIL PROTECTION	0.5		ACRE	\$400.00	0.70	0.00	0	\$0.00	0	\$0.00	0.7	\$280.00	140%	0.7	\$280.00	140%
1230	2601-264310	WATERING FOR SOIL PROTECTION	50		MGAL	\$60.00	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%
1240	2602-000020	SILT FENCE	390		LF	\$2.00	290.10	0.00	0	\$0.00	0	\$0.00	290.1	\$580.20	64%	290.1	\$580.20	64%
1250	2602-000030	SILT FENCE FOR DITCH CHECKS	150		LF	\$2.00	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%
1260	2602-000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	540		LF	\$0.25	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%
1270	2602-0000101	PERIMETER AND SCOPE SEDIMENT CONTROL DEVICE 9IN.	540		LF	\$0.25	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%
1280	2602-0000309	DIA. SEDIMENT CONTROL DEVICE	1040		LF	\$3.00	207.00	0.00	0	\$0.00	0	\$0.00	207	\$621.00	20%	207	\$621.00	20%
1290	2602-0000351	REMOVAL OF PERIMETER AND SCOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	1040		LF	\$0.10	0.00	0.00	207	\$20.70	20%	\$20.70	207	\$20.70	20%	207	\$20.70	20%
1300	2602-000050	GRAVE INTAKE SEDIMENT FILTER BAG	22		EACH	\$140.00	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%
1310	2602-000050	MAINTENANCE OF GRAVE INTAKE SEDIMENT FILTER BAG	22		EACH	\$140.00	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%
1320	2602-0000550	REMOVAL OF GRAVE INTAKE SEDIMENT FILTER BAG	22		EACH	\$25.00	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%
1330	2602-0010010	MOBILIZATIONS, EROSION CONTROL	20		EACH	\$500.00	6.00	0.00	0	\$0.00	0	\$0.00	6	\$3,000.00	30%	6	\$3,000.00	30%
1340	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	1		EACH	\$1,000.00	0.00	0.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	0	\$0.00	0%

SUBTOTAL WORK COMPLETED - Page 4

\$20,370

\$0.00

\$55,232.20

\$12,500.00

\$67,232.20

DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE

REF.	ITEM	CONTRACT ITEM DESCRIPTION	PARTIC- PATING	CONTRACT ITEM NON- PARTIC- UNIT	UNIT COST	PREVIOUS PARTIC- PATING	PREVIOUS NON-PARTIC- PATING	THIS PERIOD		TOTAL TO DATE		TOTAL TO DATE		TOTAL TO DATE	
								QUANTITY	AMOUNT	QUANTITY	AMOUNT	PERCENT	QUANTITY	PERCENT	QUANTITY
1-0100	2213-320105	BASE WIDENING, 6.5 IN. HOT MIX ASPHALT MIXTURE	141.4	SY	\$75.00										
1-0150	2303-1133500	HOT MIX ASPHALT STANDARD TRAFFIC SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	141.4	SY	\$25.00										
3-0020	2102-2710090	Excavation, Class 1.0, Waste Modified Subbase	122.8	CY	\$9.00										
3-0020	2102-2710090	Excavation, Class 1.0, Waste Modified Subbase	85	SY	\$45.00										
3-0120	2301-1033000	Standard or Slip Form PCC, C1 C, C1.3 Dcr., 8 inch	.96	SY	\$71.50										
3-0130	2301-1031100	Standard or Slip Form PCC, C1 C, C1.3 Dcr., 10 inch	175.5	SY	\$90.25										
3-0510	2511-729004	Stemwall, PCC, 4 inch	-21.6	SY	\$75.00										
3-0610	2515-874500	Driveway, PCC, 6 inch	.33	SY	\$117.00										
3-0620	2515-874500	Removal of Paved Driveway	14.2	SY	\$8.50										
3-0630	2518-8825000	Combined Concrete Sidewalk and Retaining Wall	3.1	CY	\$1825.00										
1-0001	2435-0140100	Manhole, Storm Sewer, SIV4011, 60 inch	1	EACH	\$8,000.00										
1-0002	2503-020225	RFR Storm Sewer Pipe less or equal to 36 inch	46	LF	\$48.50										
1-0003	2552-0002010	Trench Foundation	150	TON	\$36.00										
1-0004	2528-8445110	Additional Traffic Control	1	LS	\$2,750.04	184.45									
2-0005	2537-8748000	Removal of Underground Tanks	2	EACH	\$9,925.00	0.50									
2-0006	2537-8911020	Sample and Test Panel Contamination (Remove Tank)	2	EACH	\$1,512.50	2.00									
2-0007	2537-8820900	Water Sampling Well	2	EACH	\$2,000.00	2.00									
2-0008	2537-8800000	Remediation of Petroleum Contaminated Soil	20	CY	\$169.69	91.70									
2-0009	2537-8800100	Sample and Test Panel Contamination (Remediation)	2	EACH	\$1,512.50	2.00									

TOTAL CHANGE ORDER WORK  
TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED

Less: Amount Retained Per Contract 3%  
Value of Stored Materials (See Attached List)  
Less: Stored Materials Amount Retained Per Contract 3%  
Net Amount Earned to Date  
Less: Previous Amount Paid  
BALANCE DUE TO CONTRACTOR THIS PAYMENT

\$0.00  
\$14,550.95  
\$0.00  
\$1,021.50  
\$52,092.52  
\$2,552,464.59  
\$3,330.27  
\$274,746.27  
\$55,422.79  
\$3,807,211.36

\$30,000.00  
\$156,464.93  
\$4,729.95  
\$3,130,922.34  
\$3,118,349.89  
\$19,572.45

CONTRACT PAYMENT NO. 11

DOT Project No.: HR-43-2(100)-7-16

CERTIFICATION OF CONTRACTOR: The undersigned contractor certifies that to the best of his knowledge, information and belief the work covered by this Contract Payment has been completed in accordance with the Contract Documents for this project; that this Contract Payment is a true and correct statement of the amount of the work completed to date of this Contract Payment and that the amount paid to the Contractor will be utilized by him to pay for labor, materials, equipment and subcontracts involved in the performance of this Contract.

CONTRACTOR:

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

RECOMMENDATION OF ENGINEER: In accordance with the Contract Documents for this project, the undersigned Engineer recommends payment to the Contractor of the balance due this payment as shown.

ORIGIN DESIGN CO.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVAL OF OWNER:

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ AMOUNT PAID: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ AMOUNT PAID: \_\_\_\_\_ DATE: \_\_\_\_\_





# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 308133

Page 1

To Owner: City of Tipton  
407 Lynn Street  
Tipton, IA 50047

Project 13A175630 Industrial Circuit Electrical  
Construction

Application No.: 1  
Application Date 3/26/2024  
Due Date: 4/25/2024

Distribution to:  
 Owner  
 Architect  
 Contractor

From Contractor: Tri-City Electric Company of Iowa  
6225 N Brady St  
Davenport, IA 52806

Via Architect:

Project Nos:

Contract

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

1. Original Contract Sum ..... \$88,200.00
  2. Net Change By Change Order ..... \$0.00
  3. Contract Sum To Date ..... \$88,200.00
  4. Total Completed and Stored To Date ..... \$22,050.00
  5. Retainage:
    - a. 5.00% of Completed Work ..... \$1,102.50
    - b. 0.00% of Stored Material ..... \$0.00
- Total Retainage ..... \$1,102.50
6. Total Earned Less Retainage ..... \$20,947.50
  7. Less Previous Certificates For Payments ..... \$0.00
  8. Current Payment Due ..... \$20,947.50
  9. Balance To Finish, Plus Retainage ..... \$67,252.50

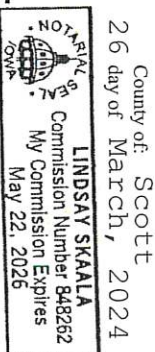
CHANGE ORDER SUMMARY		Additions	Deductions
Total changes approved in previous months by Owner		\$0.00	\$0.00
Total Approved this Month		\$0.00	\$0.00
TOTALS		\$0.00	\$0.00
Net Changes By Change Order		\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Tri-City Electric Company of Iowa

By: *Mike West* Date: 3/26/24

State of: IOWA  
Subscribed and sworn to before me, this  
Notary Public: *LINDSAY SKALA*  
My Commission expires:



**ARCHITECT'S CERTIFICATE FOR PAYMENT**  
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$20,947.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# PAYMENT REQUEST LOG

Project: 15KV I.C. UNDERGROUND CIRCUIT - ELECTRICAL      A/E Project Number: 90002312  
 Owner: CITY OF TIPTON      Contractor: TRI CITY ELECTRIC

APPL. NO.	DATE REC'D	PREVIOUS CONTRACT AMOUNT (\$)	CHANGE ORDERS APP'D (\$)	CURRENT CONTRACT AMOUNT (\$)	AMOUNT REQ'T'D (\$)	AMOUNT APP'D (\$)	AMOUNT RETAINED (\$)	AMOUNT DUE (\$)	REMARKS	DATE APP'D
1	3-26-2024	\$ 88,200		\$ 88,200	\$ 22,050	\$ 22,050	\$1,102.50	\$ 20,947.50	Construction Progress Payment 1	03-27-2024

© Copyright 2007, Construction Specifications Institute,  
 110 South Union Street, Suite 100, Alexandria, VA 22314  
 SHERMCO INDUSTRIES

Form Version: July 1994  
 CSI Form 2.2B

**APPROVALS:**  
 David Charles      3/27/2024  
 ENGINEER      DATE

OWNER      DATE

# CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Invoice # : 308133

Contract : 13A175630 Industrial Circuit Electrical Construction

Architect's Project No.:

Application No. : 1

Application Date : 3/26/2024

Due Date : 4/25/2024

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)							
1	Industrial Circuit Electrical Construction	88,200.00	0.00	22,050.00	22,050.00	0.00	22,050.00	25.00%	66,150.00	1,102.50
<b>Grand Totals</b>		<b>88,200.00</b>	<b>0.00</b>	<b>22,050.00</b>	<b>22,050.00</b>	<b>0.00</b>	<b>22,050.00</b>	<b>25.00%</b>	<b>66,150.00</b>	<b>1,102.50</b>

Prepared by:	Prepared for:
Noel McDonald	Emrich, Rita
nmcDonald@mabasement.com	(319) 693-6481
MidAmerica Basement Systems	Job Location:
www.midamericabasementsystems.com	612 W 9th St
4525 Buckeye St	Tipton IA 52772
Davenport IA 52802	PR#PR162159
TF (800) 541-8006	
F (563) 326-3214	
License #0700209*GEN	
Prepared on:	
Thu Mar 14 2024	

### Project Summary

Dig down to footing for exterior pen point .....	\$200.00
Exterior manometer .....	\$180.00
Premium Radon Mitigation System Premium Radon Mitigation System .....	\$1,200.00
Radon Electrical (0-55) .....	\$625.00
<b>Total Contract Price .....</b>	<b>\$2,205.00</b>
<b>Amount Due Upon Installation .....</b>	<b>\$2,205.00</b>

### Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be executed only upon written orders at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. Installation of the system does not include painting, finished carpentry, extending discharge lines, electrical work, or replacement of floor coverings.

This Proposal may be withdrawn if not accepted by the Customer within 30 days. All material is guaranteed to be as specified. All work to be completed according to standard practices. If the existing construction and/or concrete thickness are not of normal construction and/or do not meet building code, additional charges may be required to prepare the affected area for proper installation.

Authorized Signature Alvin ANNETT 10101

Date 3-15-24

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I fully understand and accept the transferable warranty provided, which covers only the areas of the basement addressed and does not cover water damage. This Proposal is based primarily on the Customer's description of the problem. Customer shall grant contractor a 60 day right to remedy any problem after reported. Some dust should be expected from work, homeowner is responsible for covering personal items prior to start of work. Project to be scheduled within 180 days of the signed date or the contract is subject to price/product changes. I will pay your service charge of 1-1/2% per month (18% per annum) if my account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this contract.

Customer Signature X

Date X

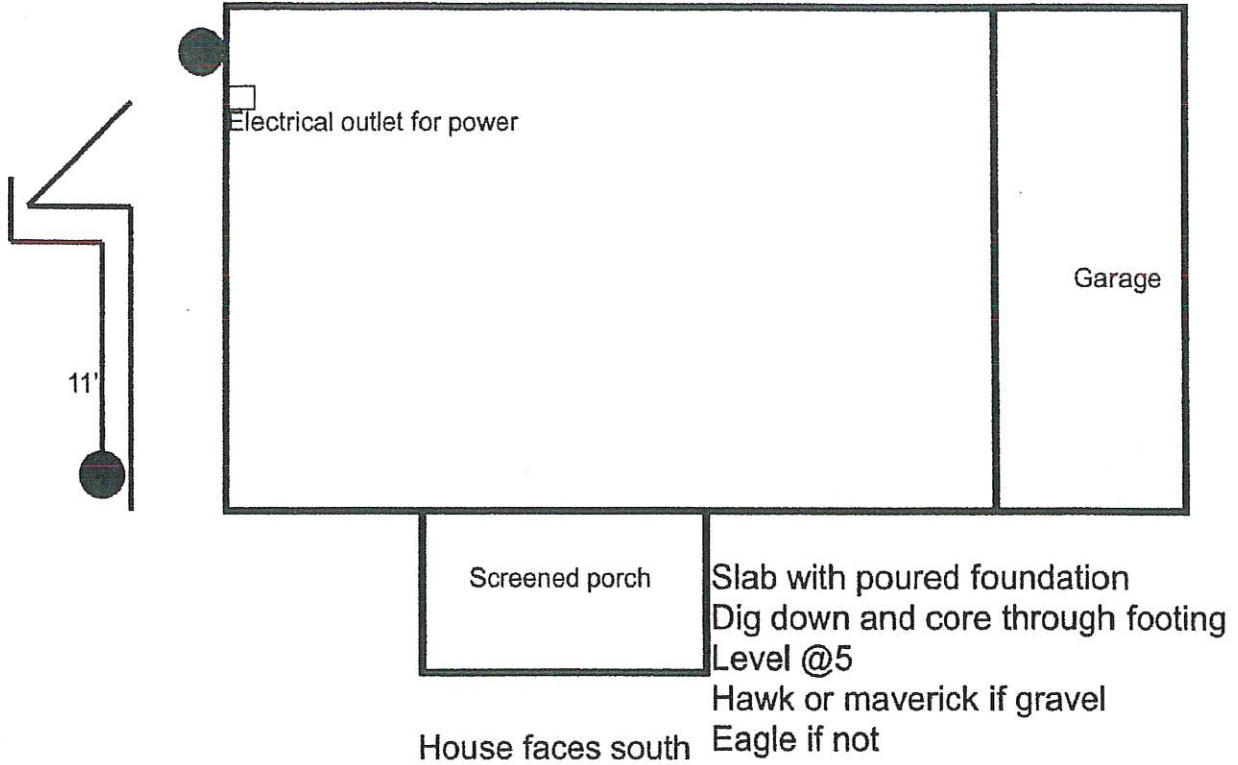
Payments to be made in full upon completion

Initial X

Full Perimeter system, TripleSafe sump, & Full wall system recommended

Initial \_\_\_\_\_

Drawing



## Job Details

Company will install a radon mitigation system with a Premium Radon Fan with (SubSlab SumpPit, or SubMembrane) Depressurization with full Pressure Field Extension Testing. The actual radon mitigation system design may change at the time of the install after Field Pressure Extension Testing has been performed by our licensed installers. Company installation team leader will discuss system design options and make final decision with homeowner prior to system installation. Company will provide a 3rd Party Test kit for post testing. MABS to sub contract out the electrical to Rock River Electric.

## Contractor Will

--Perform the work specified.

## Customer Will

- ~~-If Customer does not have the prep work (listed below) done as specified in the paperwork, an additional cost of \$225 per man, per hour will be added to the quoted price.~~
- ~~-Mark any private lines that may be hidden underground, and assumes all liability if damage should occur to such lines.~~
- ~~-Repair any sprinkler lines that may be damaged during the installation~~

## Product List

Dig down to footing for exterior pen point .....	1
Exterior manometer .....	1
Premium Radon Mitigation System Premium Radon Mitigation System .....	1
Radon Electrical (0-55) .....	1

## Limited Warranty

Standard Exclusions Permitted By State Law - This Limited Warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of the contractor ("Contractor") to the customer ("Customer"). There are no other verbal or written warranties, no warranties which extend beyond the description on the face hereof, and NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the exclusion or limitation of certain warranties, so some of the above exclusions and limitations may not apply to Customer.

General Terms - For the applicable time periods indicated below, this Warranty is transferable, for a fee, to future owners of the structure on which the work specified in this Contract is completed and the contractor is notified within 30 days of the real estate transfer. This Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. If, at a later date, customer fails to pay contractor within thirty (30) days for additional services contractor provides to customer at customer's request (for example an annual maintenance appointment), this warranty will be suspended until full payment is made. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as specified in this Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Contractor's workers are fully covered by Workers' Compensation insurance. Customer should retain this document for full details on the warranty.

Radon Mitigation System - The Radon Mitigation System (the "System") is warranted to be free of defects due to workmanship or materials for five (5) years from the date of installation. Additionally,

If initialed here: MM, Contractor warrants that after completion of the Work, the radon levels in the livable areas of the Structure will measure below 4 pCi/L for five (5) years from the day the Work is installed. Should a radon test measure levels at or above 4 pCi/L after the completion of the Work and prior to the end of the five (5) year period, Contractor will, at no further cost to Customer, take whatever actions it deems necessary to reduce the levels to below 4 pCi/L or, at Contractor's discretion, may refund to Customer the price that Customer paid to Contractor for the System. If initialed here: \_\_\_\_\_, Contractor warrants that after completion of the Work, the radon levels in the livable areas of the Structure will measure below 4 pCi/L for ten (10) years from the day the Work is installed. Should a radon test measure levels at or above 4 pCi/L after the completion of the Work and prior to the end of the ten (10) year period, Contractor will, at no further cost to Customer, take whatever actions it deems necessary to reduce the levels to below 4 pCi/L or, at Contractor's discretion, may refund to Customer the price that Customer paid to Contractor for the System.

If initialed here: \_\_\_\_\_, Contractor does NOT warrant that after completion of the Work that the radon levels in the livable areas of the Structure will measure below 4 pCi/L. Should a radon test measure levels at or above 4 pCi/L after the completion of the Work, Contractor can, at Customer's request, attempt further mitigation measures at an additional cost to Customer to reduce the levels to below 4 pCi/L although such reduction may not be possible.

Exclusions From This Warranty - This Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) system damage caused by Customer's negligence, misuse, abuse, or alteration; 3) dust incidental to installation; 4) damage to real or personal property of any type such as walls, counter tops, floor coverings, framing, sheetrock, exterior materials, cabinets, appliances and so on including any damage alleged to have been done by the Contractor's use of heavy equipment necessary to complete the job, or alleged to have been done by the foundation lifting operation; 5) utility line breakage; 6) Any injury or damage caused by mold to property or person; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; 8) damage done during a lifting operation; 9) damage from basement water seepage; 10) heave of foundation or slab or any damages caused by it including adjacent slabs that have heaved making the repaired slabs look lower; and 11) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments. 12) any damages caused by radon gas including, but not limited to, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. 13) if additional radon piping is needed to help with warranty concerns and not able to connect to the existing radon mitigation system, either by home obstructions or the customer/homeowner not wanting to remove finished ceilings/drywall, an additional radon mitigation system may be required at an additional charge to the customer.

Items For Which Customer Is Responsible - Customer is responsible for: 1) making full payment to the crew leader upon completion of the work; 2) preparing the work area for installation including moving all obstacles; 3) any finish carpentry, painting, paneling, landscaping, sealing of joints and cracks in concrete etc. that may be necessary after Contractor's work is finished if not included in scope of work; 4) marking any private lines such as satellite cables, propane lines, sprinkler system lines, etc.; 5) maintaining positive drainage away from the repaired wall(s); 6) keeping gutters clean and in good working order; 7) directing downspouts a sufficient distance away from the repaired wall(s) and slabs and maintaining positive drainage away from the foundation; 8) maintaining proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); and 9) any items mentioned in this Contract under "Customer Will" or "Additional Notes."

Prevent System Problems/Service Calls - To optimize performance of the System, Contractor recommends annual maintenance at an additional charge. During the applicable warranty period, service calls made to address issues that are not caused by Contractor or that are a result of abuse to the System will be billed at Contractor's regular rate.

Electrical - Electrical installation is performed by Rock River Electric. Rock River Electric is a separate business not attached in any way to MidAmerica Basement Systems. MidAmerica Basement Systems is excluded from liability in any cases involved in work performed by Rock River Electric. Electrical work is limited to basic installation of outlets or electrical service to components installed by MidAmerica Basement Systems. Additional work needed to ensure electrical meets code is not included in any basic installation. Additions of panels, sub-panels or replacement of electrical panels would be at an additional cost to the homeowner. Any changes would be the responsibility of the homeowner and completed by Rock River Electric or licensed electrician.



## Notice of Right to Cancel

The date of the transaction, which is: \_\_\_\_\_

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sales, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

## How to Cancel

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to:

**MidAmerica Basement Systems**  
(800) 541-8006

4525 Buckeye St  
Davenport IA 52802

If you do not agree to return the goods to the seller or if the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you decide to cancel this contract, for any reason, after your legal THREE DAY RIGHT TO CANCEL, you will forfeit your total deposit amount.

\_\_\_\_\_  
Owner's Signature Date

The undersigned acknowledges receipt of the a copy of the Notice of Right to Cancel.

X  
\_\_\_\_\_  
Owner's Signature Date

\_\_\_\_\_  
Owner's Signature Date

**RADON MITIGATION CONTRACT**

City of Tipton, hereinafter referred to as the "CITY",  
ADDRESS: 407 Lynn Street  
Tipton IA 52772

MidAmerica Basement Systems, hereinafter referred to as the "CONTRACTOR",  
ADDRESS: 4525 Buckeye Street  
Davenport IA 52802

Rita Emrich, hereinafter referred to as the "OWNERS",  
ADDRESS: 612 W. 9<sup>th</sup> Street  
Tipton IA 52772

**GENERAL CONDITIONS**

- 1.) Payment under this Contract shall be lump sum. CONTRACTOR agrees that no payment shall be due him/her until all the work is completed, and the CITY has received all copies of required documentation under State and Federal Regulations to include, but not be limited to, test report after work is completed verifying current level.
- 2.) The CONTRACTOR shall be required and agrees to:
  - a.) Furnish evidence of insurance required by State and Federal Regulations. The CONTRACTOR shall submit a Certificate of Coverage to the CITY for approval and no cancellation or change in coverage shall be permitted without a written notice of such change or cancellation, which must be presented to the CITY ten days prior to any such alteration. If coverage is due to expire during the contract period, a new Certification of Coverage shall be presented to the CITY.
  - b.) Obtain and pay for all permits and licenses required by local, State and Federal Regulations, necessary for the execution and completion of the work and labor to be performed. All work is to be performed in accordance with all Federal and State Regulations.
  - c.) Perform all work in accordance with the Proposal. If the Proposal is silent or ambiguous, the CONTRACTOR shall immediately contact the CITY for appropriate instructions. If the Proposal conflicts with State, Federal or local codes or ordinances, the more stringent requirements shall apply.
  - d.) During the performance of this Contract, the CONTRACTOR agrees as follows:

**THE FOLLOWING SHOULD BE INCLUDED IN ALL CDBG PROJECT SPECIFICATIONS:**

A. Executive Orders 11246 and 11375.  
The Contractor will comply with all provisions of Executive Orders 11246 and 11375. During the performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The Contractor will send to each labor union or representative of workers with which they have a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of

September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
- 5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The Contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Title VI of the Civil Rights Act of 1964.

This act provides that no person shall be excluded from participation, denied benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.

C. Section 109 of Title I of the Housing and Community Development Act.

This act provides that no person shall be excluded from participation, including employment, denied program benefits, or subjected to discrimination on the basis of race, color, physical or mental disabilities, national origin, sex, handicap, religion or religious affiliation, or age under any program or activity funded in whole or in part under Title I of this act.

D. Section 3 of the Housing and Urban Development Act of 1968 (as amended).

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

E. The Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

This act guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

F. Access to and Maintenance of Records. The Contractor must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available and furnish all information and reports required, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Iowa Economic Development Authority or their authorized representatives, for purposes of investigation to ascertain compliance.

G. Termination. The Owner and/or the Contractor shall have the right to terminate this Contract at any time by giving at least ten (10) days notice in writing. The notice shall specify the effective date of such termination. Upon cancellation, the Owner will be responsible only for those costs incurred by the Contractor to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

H. Awarding Agency Reporting Requirements. The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

I. Energy Efficiency. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.  
Pub. L 94-163, 89 Stat. 871

J. All Contracts in Excess of \$100,000

In addition to the preceding provisions, Contracts in excess of \$100,000 shall require compliance with the following laws and regulations:

- Section 306 of the Clean Air Acts [42 U.S.C. 1857 (h)].
- Section 508 of the Clean Water Act [33 U.S.C. 1368].
- Executive Order 11738.
- EPA Regulations - 40 CFR, Part 15.

In accordance with the Clean Air and Water Act, the Contractor agrees as follows:

- 1) The Contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 15.20.
- 2) The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- 3) The Contractor agrees that as a condition for the award of a Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- 4) The Contractor agrees that it will include or cause to be included the criteria and requirements in Paragraphs (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.
  - e.) He/she shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work.
  - f.) He/she shall not assign or modify this Contract without written consent from the CITY. Such a request shall be made in writing and shall be addressed to the CITY.
  - g.) He/she shall guarantee the work performed for a minimum period of one (1) year from the date of final acceptance, except where longer warranties are specified in the Rehabilitation Specifications. He/she shall furnish the OWNER, in care of the CITY all manufacturer's and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.
  - h.) He/she shall permit the CITY to examine and inspect the work on a continuing basis.
- 3.) The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work, including access authorization.
- 4.) The premises shall be occupied during the course of the work under this Contract.
- 5.) The CONTRACTOR will defend, indemnify and hold harmless the OWNER, the CITY and its officers, commissioners and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.
- 6.) The CONTRACTOR shall protect, defend and indemnify the OWNER from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until he/she has delivered to the CITY complete release of all liens arising out of this contract or receipts in full, covering all labor and materials from which a lien could be filed, or a bond satisfactory to the OWNER, and the CITY, all to the satisfaction of the CITY.
- 7.) No modification of this Contract shall be made except ~ written Change Order, signed by the CONTRACTOR, and approved by the CITY. Any changes made this Contract without obtaining such approval shall be the CONTRACTOR'S liability.
- 8.) No public official, employee, or board or commission member of the CITY shall have any interest, direct or indirect, in this Contract.
- 9.) This Contract consists of the Bid and Proposal, including acceptance by the OWNER, and CITY.
- 10.) The CITY will mediate disputes or claims pertaining to the Proposal or workmanship and a written determination of finding will be provided the OWNER, and CONTRACTOR. If any interested party desires to contest such determination, a written request for appeal shall be submitted to the City Administrator/Mayor for review and determination. The decision of the City Administrator/Mayor shall be final and binding on all interested parties.
- 11.) If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the CITY may, after seven (7) days written notice from the CITY's designated project administrator to the CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. If the unpaid balance of the contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the CITY.

12.) Neither the final payment nor any provision of this Contract, nor partial or entire use of occupancy of the premises by the OWNER shall constitute an acceptance of work not done in accordance with this Contract or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly remedy any defects in the work performed hereunder, and pay for any damage to other work resulting therefrom, which may appear within a period of one (1) year from the date of final acceptance of the work. The OWNER shall give prompt written notice of observed defects in materials or workmanship to the CONTRACTOR and the CITY.

13.) Nothing contained herein shall establish the CITY in this Contract as other than a grantor or lender of funds with authority to review and inspect work performed under this Contract to the end that funds will be efficiently used as intended for the betterment of the community in general and the OWNER in particular.

14.) Prior to executing this Contract, the CONTRACTOR certifies that he/she has thoroughly inspected the premises and has determined the conditions of occupancy, availability of temporary utilities, identified any hazards or special conditions that might arise during the course of the work. If water, electricity, or telephone service is connected to the premises at the time this Contract is executed, the OWNER shall permit the CONTRACTOR to use any such services so connected without charge during the course of the work. The telephone may be used by the CONTRACTOR for non-toll calls only.

Any binding provisions between the OWNER and CONTRACTOR shall be set forth in this Contract; the CITY shall not under any instance, become involved in a dispute between the OWNER and the CONTRACTOR arising from work performed outside this contract.

15.) The CONTRACTOR certifies and represents that he/she is not now nor has he/she ever been barred from participating in Federal contracts.

16.) The CITY reserves the right to institute legal proceedings on behalf of the OWNER in any and all instances where the CONTRACTOR refuses to comply with the stipulations of this Contract. However, no such action will be instituted until all reasonable attempts to resolve the noncompliance have failed.

17.) The CONTRACTOR and his/her subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.

18.) The CONTRACTOR agrees that in the event of the death of the OWNER not survived by a spouse prior to the commencement of the work, this Contract shall terminate immediately. The CONTRACTOR further agrees that should the death of the OWNER occur after commencement of the work, but before completion and acceptance, this Contract shall also terminate immediately; provided, however, that the CONTRACTOR shall be allowed to continue that phase of the work commenced, as is necessary to complete that segment of the work being carried out at the time of the OWNER's death. In such event, the CONTRACTOR shall be reimbursed on the basis of a pro-ration of the completed work as compared with the work remaining to be completed. In either case of the termination of this Contract upon the OWNER'S death, the OWNER'S estate, and the CITY shall be released and relieved of any such duties and obligations under this contract, except as listed in this clause.

d.) The CONTRACTOR shall provide each labor union or organization with which he/she has a collective bargaining agreement or contract or understanding, if any, a notice advertising the said organization of the CONTRACTOR'S commitment under the Section 3 clause. The CONTRACTOR shall post such notice in conspicuous places available to employees and applicants for employment or training.

19.) Age Discrimination Act of 1975, as amended. No person in the United States shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

20.) Section 504 of the Rehabilitation Act of 1973, as amended. No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment)~ denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

21.) Executive Order 11063. Provides that no person shall on the basis of race, color, religion, sex, or national origin be discriminated against in housing and related facilities which are owned or operated by the federal government or housing and related facilities provided by federal financial assistance including mortgage insurance and guaranty programs.

22.) Title VIII of Civil Rights Act of 1968 (as amended by the Community Development and Housing Act of 1974 to include discrimination based on sex) provides protection against the following acts if they are based on race, color, religion, sex, or national origin:

- a.) Refusing to sell or rent to, deal or negotiate with any person (section 804a).
- b.) Discriminating in terms or conditions for buying or renting housing (section 804b).
- c.) Discriminating by advertising that housing is available only to persons of a certain race, color, religion, sex, or national origin (section 804c).
- d.) Denying that housing is available for inspection, sale or rent when it really is available (section 804d).
- e.) "Blockbusting" - for profit, persuading owners to sell or rent housing by telling them that minority groups are moving into the neighborhood (section 804e).
- f.) Denying or making different terms or conditions for home loans by commercial lenders (section 805).
- g.) Denying to anyone the use of or participation in any real estate service related to the selling or renting of housing (section 806).

23.) CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING. The CONTRACTOR certifies, to the best of his/her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL-"Disclosure Form to report Federal Lobbying" in accordance with its instruction.

C. The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

24.) This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the CITY.

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials and perform all the work described in attached Proposal for Services (Appendix A), and in accordance with, the Contract for an amount not to exceed \$2,205.00. This amount includes all sales and other taxes. Payment shall be as defined in above #1.

CONTRACTOR further certifies that he/she will follow current OSHA and NESHAP related regulations.

The undersigned agree to all provisions of this Contract:

CONTRACTOR: \_\_\_\_\_  
Noel McDonald – MidAmerica Basement Systems

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

CITY: \_\_\_\_\_  
City of Tipton

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

OWNER: \_\_\_\_\_  
Rita Emrich

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