

**City of Tipton, Iowa**

**Meeting:** Tipton City Council Meeting  
**Place:** Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772  
**Date/Time:** Monday, November 4, 2024, 5:30 p.m.  
**Web Page:** [www.tiptoniowa.org](http://www.tiptoniowa.org)  
**Posted:** Friday, November 1, 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 Goerdt

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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>Gas Supt:</b>	Darren Lenz
<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 and give your name and address for the public record before discussing your item. Scheduled communications are allowed to speak up to five minutes. Unscheduled communications are allowed to speak up to three minutes.

**F. Consent Agenda**

**Note:** These are routine items and will be enacted by one motion without separate discussion unless a Council Member requests separate consideration.

1. Approval – Council Meeting Minutes, October 21, 2024
2. Approval – Pay Application No. 5, Pool Dehumidification Project, Garling Construction, \$5,061.75
3. Approval – Heath Odorator 2 Methane Gas Reader, \$5,600
4. Approval – Meter testing through Shermco, \$5,000
5. Approval – Move Chris Tholen on the Hinson wage scale from a N03 Step 5 (\$25.39) to N03 Step 8 (\$27.97)

6. Approval – Claims Register which includes claims paid under the current Purchase Policy

**G. City Business**

1. Resolution No. 110424A: Resolution approving Sewer Service Agreement between the City of Tipton, Iowa, and the Cedar County Fair Board (*enclosed is a draft of an agreement, but the resolution authorizes the city attorney and city staff to finalize as long as no substantial changes are made*)
2. Discussion and possible action concerning replacing all the glass doors around the indoor pool at James Kennedy Family Aquatic Center

**H. 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

**I. Adjournment**

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

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

October 21, 2024  
 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, Helm, Johnston, Paustian and Welker. Also present: Wagner, Armstrong, Lenz, Nash, DuFour, Walsh, Ratliff, Beck, Terry Goerdt, Daufeldt, other visitors, and the press.

**Agenda:**

Motion by Cummins, second by Paustian to approve the agenda with Item F9 removed from the Consent Agenda. Following the roll call vote the motion passed unanimously.

**Consent Agenda:**

Motion by Helm, second by Cummins to approve the consent agenda which includes October 7<sup>th</sup> Council Meeting Minutes, September 2024 Investment & Treasurer’s Report, August 12<sup>th</sup> Library Minutes, September 9<sup>th</sup> Library Minutes, August 2024 Library Director’s Report, September 2024 Library Director’s Report, liquor license for Tee Time Tavern, liquor license for Abbey’s, move Konnie Daufeldt on the Hinson wage scale from N02 Step 8 to N02 Step 10, Tipton Revitalization Incentive Program Acquisition Assistance Grant reimbursement to Bobby Kaufmann, Pay Application No. 17, Hwy 38 Project to Triple B Construction in the amount of \$383,264.89, and the following claims list. Following the roll call vote the motion passed unanimously.

ALTEC INDUSTRIES INC	REPAIR PARTS BUCKET TRUCK	425.98
AMAZON CAPITAL SERVICES	BOOKS	90.59
AMERICAN PUBLIC POWER	DUES	1760.64
APGA SIF	DUES	1311.86
AT&T MOBILITY	WIRELESS	1070.92
AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	1212.24
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	866.47
CEDAR COUNTY COOP	FUEL & LAWN MIX	1068.20
CEDAR COUNTY ENGINEER	666.7 GL DSL	1886.75
CENTRAL IOWA DISTRIBUTING	SHOP SUPPLIES	79.00
CHALLIS LAWN CARE	WEED CONTROL,AERATE,SEEDING	2600.00
CINTAS	UNIFORMS	880.42
CINTAS CORPORATION	FIRST AID SUPPLIES	207.89
CITY OF TIPTON FUNDS	ADMINISTRATIVE SERVICES	319387.64
CJ COOPER & ASSOCIATES INC	ANNUAL ADMIN & CLEARING HOUSE	435.00
CLIFTON LARSON ALLEN LLP	AUDIT	23100.00
D & R PEST CONTROL	D & R PEST CONTROL	55.00
EASTERN IOWA LIGHT & POWER	UTILITIES	1197.17
ELECTRIC PUMP	EQUIPMENT MAINT/REPAIRS	9092.85
ELIJAH ENTERPRISES	WELDER GAS	65.00
ESBECK MASONRY	CURB & GUTTER REPLACEMENT	1150.00
FAMILY FOODS	MISC SUPPLIES	113.38
FLETCHER-REINHARDT	UNDERGROUND SUPPLIES	1118.15
GRAINGER	EQUIPMENT MAINT/REPAIRS	110.95
GRASSHOPPER LAWN CARE	CONTRACT PAY 0916-1015	3583.33
H & H AUTO	TIRE REPAIR #163	38.00



IOWA ASSOCIATION OF MUNICIPAL UTILITIES	SAFETY TRAINING DUES	3007.02
IOWA DEPT OF NATURAL RESOURCES	ANNUAL WATER USE FEE	115.00
IOWA ONE CALL	LOCATES	106.20
JOHN DEERE FINANCIAL	OPERATING SUPPLIES	1092.75
KELLY TREE FARM LLC	53 TREES	10910.00
KILBURG EQUIPMENT LLC	REPAIR PARTS #35	2273.78
KOONS GAS MEASUREMENT	6 REGULATORS	371.36
ELECTRONICS INC	AUTOFRY INSPECTION	141.00
LISBON-MT VERNON AMBULANCE	PARAMEDIC INTERCEPT	200.00
LYNCH DALLAS PC	LEGAL SERVICES	4374.65
MANATTS INC	STREET REPAIR ON CEDAR ST	633.40
MICHEL'S TREE SERVICE	9 DAYS BUCKET TRUCK RENTAL	3150.00
MIDWEST WHEEL COMPANIES	REPAIR PARTS #200	23.64
MISC. VENDOR	MISC VENDORS	1070.74
MOTOR PARTS & EQUIPMENT CO	SHOP SUPPLIES & REPAIR PARTS	227.27
MUNICIPAL SUPPLY INC	WATER MAIN SUPPLIES	2809.16
OFFICE EXPRESS	OFFICE SUPPLIES	83.57
OFFICE MACHINE CONSULTANTS	TECH SERVICES	202.50
OLD DOMINION BRUSH	REPAIR PARTS #163	1587.65
PMMIC INSURANCE	FUEL TANK INSURANCE	2355.00
QC ANALYTICAL SERVICES LLC	WASTEWATER TESTING	1739.00
REPUBLIC SERVICES OF IOWA	RECYCLING SORT FEES	564.86
ROTH ELECTRIC	UPGRADE/CONVERSION ALLEY PROJ	21133.68
SCHUMACHER ELEVATOR COMPANY	MONTHLY MAINTENANCE	256.06
SHOTTENKIRK	REPAIR PARTS #55	434.10
SNAP-ON	SHOP TOOLS	404.45
TERRY DURIN COMPANY	UNDERGROUND SUPPLIES	684.60
THOMPSON TRUCK & TRAILER	SHOP SUPPLIES	163.78
TIPTON CONSERVATIVE	MINUTES, AQUATIC CENTER	300.10
TIPTON PHARMACY	PHARMACEUTICALS	352.40
TITAN MACHINERY INC	REPAIR PARTS #138	115.10
TOTAL MAINTENANCE INC	MONTHLY SERVICE	547.00
VERIZON	CELL & DATA	289.83
VESTIS	BLDG MAINT SUPPLIES	445.47
WENDLING QUARRIES INC	20.43 TONS WASHED CHIPS	352.42
WINDSTREAM	MONTHLY SERVICES	273.68
** TOTAL **		435698.65
FUND TOTALS		
001 GENERAL GOVERNMENT		68212.11
110 ROAD USE TAX FUND		3280.00
112 TRUST AND AGENCY FUND		50232.00
121 LOCAL OPTION TAX		21717.00
125 TIF SPECIAL REVENUE FUND		18149.00



192	FIRE ENTERPRISE TRUST	4998.00
600	WATER OPERATING	14073.21
610	WASTEWATER/AKA SEWER REV	81408.65
630	ELECTRIC OPERATING	89640.18
640	GAS OPERATING	25642.74
660	AIRPORT OPERATING	391.25
670	GARBAGE COLLECTION	12378.46
740	STORM WATER	5868.77
810	CENTRAL GARAGE	10899.78
835	ADMINISTRATIVE SERVICES	28807.50
	GRAND TOTAL	435698.65

**CITY CREDIT CARD STATEMENT**

Card Ttl **-9,848.35**

**City Card**

Postage/Shipping	USPS	19.36
Travel Training -	McDonald's, HyVee	41.10
Safety	FR Depot	886.96

**947.42**

**City Manager**

Travel Training -	Courtyard	515.73
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**515.73**

**Finance Director**

Training	IMFOA	150.00
Op Equip Maint & Repair	Amazon	171.15
Telecommunications	GoTo Technologies	60.70
Office Supplies	Amazon	41.46

**423.31**

**Library**

Building Maint & Repair	State Library of IA	40.00
Technology	Microsoft	198.00
Materials	Amazon	326.26
Programming	Amazon	17.98
Office Supplies	Walmart	22.35

**604.59**

**Ambulance**

Dues/Fees	Amazon Prime	16.04
Training	Shop CPR, Amazon	270.08
Building Maint & Repair	Amazon	50.78
Telecommunications	JAMF	12.00

32.00

12.00

4.00

Advertising	Indeed	120.00
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Equipment/Vehicle Rent	Midwest Fram & Axle	370.12	<b>887.02</b>
<b>Fire</b>			
Miscellaneous	Walmart	23.76	<b>23.76</b>
<b>Police</b>			
Dues/Fees	National Assoc. of SRO	50.00	
Uniforms/Equipment	Galls	203.17	
Operating Supplies	Amazon	65.90	
Miscellaneous	Muscatine Family Restaurant	24.56	<b>343.63</b>
<b>Electric</b>			
Training -	IAMU	250.00	
Office Supplies	Ink Hero	219.98	
Safety	Binderworks	4,051.75	<b>4,521.73</b>
<b>Public Works</b>			
Repair Parts	Walmart,Vanner Inc	715.69	
Office Supplies	Walmart	118.75	
Operating Supplies	Ebay	-113.24	
Fuel	Cedar County Coop	128.55	
Safety	Cat Foorwear.com	98.87	<b>948.62</b>
<b>REC / Aquatic Center</b>			
Operating Supplies	Walmart	34.79	
Building Maint. & Repair	Koffler Sales Co	526.07	
Advertising	Canva	12.99	
Operating Supplies	Walmart	58.69	<b>632.54</b>
<b>Statement Total</b>			<b>9,848.35</b>

**City Business:**

1. Proposed engineering contract Amendment No. 3 by Garden & Associates for work done on the NN Plum Street Project  
Motion by Johnston, second by Helm to table this item. Following the roll call vote the motion passed unanimously.

2. Resolution No. 102124A: Resolution approving the recordation of contract assignment documents, the filing of 657A consents in pending litigation, the redemption of tax sale certificates reference properties subject to real estate contract assignment to city, and the pursuit of contract forfeitures based upon contract purchaser defaults.  
Motion by Paustian, second by Helm to approve Resolution No. 102124A, the resolution approving the recordation of contract assignment documents, the filing of 657A consents in pending litigation, the redemption of tax sale certificates reference properties subject to real estate contract assignment to city, and the pursuit of contract forfeitures based upon contract purchaser defaults. Following the roll call vote the motion passed unanimously.

3. Change Order No. 7 for the Hwy 38 Project contingent to concurrence by Iowa DOT  
Motion by Helm, second by Welker to approve Change Order No. 7 for the Hwy 38 Project contingent to concurrence by Iowa DOT. Following the roll call vote the motion passed unanimously.

4. Ordinance No. 593

Ordinance No. 593 was passed earlier this year and made a portion of the downtown alleys one-way, but only from April 1<sup>st</sup> to October 31<sup>st</sup>. The question is whether to let the ordinance expire on October 31<sup>st</sup> as designed or consider amending the ordinance to make the one-way portion permanent. It is the consensus of the council to let the ordinance expire on October 31<sup>st</sup>.

**Adjourn:**

With no further business to come before the council a motion to adjourn was made by Helm, second by Cummins. Following the roll call vote the motion passed unanimously.  
Meeting adjourned at 5:49 p.m.

Mayor \_\_\_\_\_

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

**REVENUE RECEIVED**

**Sep-24**

Property Taxes	141,379.61
Local Option Sales Tax	29,094.35
Licenses & Permits	1,749.68
Use of Money and Property	60,618.35
Intergovernmental	987,723.63
Charge for Services	720,636.45
Special Assessment	0.00
Miscellaneous	135,237.55
Sale of Fixed Assets	0.00
<b>TOTAL</b>	<b>\$2,076,439.62</b>



**APPLICATION AND CERTIFICATE FOR PAYMENT**  
AIA DOCUMENT G702

TO (OWNER): CITY OF TIPTON PROJECT: Tipton Pool Dehumidification APPLICATION NO: 05  
 INVOICE NO: 003300  
 PROJECT NO: 54249  
 ARCHITECT PROJECT NO: ARCHITECT LENDOR GENERAL CONTRACTOR CONSTRUCTION MANAGER OTHER  
 OWNER PO NO: 54249  
 CONTRACT DATE: 6/5/2024  
 FROM: 9/16/2024  
 TO: 10/15/2024

Distribution to:  
 OWNER  
 ARCHITECT  
 LENDOR  
 GENERAL CONTRACTOR  
 CONSTRUCTION MANAGER  
 OTHER

FROM: Michael J Svatosch Garling Construction, Inc. 1120 11th Street Belle Plaine, IA 52208  
 ARCHITECT: KPE Architecture, Engineering, Forensics 106 Leavenworth Street Omaha, NE 68102  
 CONTRACT FOR: General Construction

Application is made for Payment, as shown below, in connection with the Contract.  
 Continuation Sheet, AIA Document G703, is attached.

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Change Orders approved in previous months by Owner	APPROVED	DEDUCTIONS
Total		
Approved this Month		
Number	Date Approved	
<b>TOTALS</b>		
Net change by Change Orders		

1. ORIGINAL CONTRACT SUM ..... \$558,000.00
2. Net change by Change Orders ..... \$558,000.00
3. CONTRACT SUM TO DATE (Line 1 + - 2) ..... \$547,695.64
4. TOTAL COMPLETED & STORED TO DATE .....  
(Column I on G703)
5. RETAINAGE:
  - a. 5.00% of Completed Work ..... \$27,384.78  
(Column F + G on G703)
  - b. of Stored Material .....  
(Column H on G703)
 Total Retainage (Line 5a + 5b or Total in Column L of G703) ..... \$27,384.78
6. TOTAL EARNED LESS RETAINAGE ..... \$520,310.86  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$515,249.11  
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... \$5,061.75
9. BALANCE TO FINISH, PLUS RETAINAGE ..... \$37,689.14  
(Line 3 less Line 6)

State of: IA  
 Subscribed and sworn to before me this 17th day of October 2024  
 Notary Public: *[Signature]*  
 My Commission Expires: 3-6-26



**AMOUNT CERTIFIED** ..... \$ 5,061.75  
**Five Thousand Sixty One Dollars and Seventy Five Cents**

(Attach explanation if amount certified differs from the amount applied for.)

10-22-2024

ARCHITECT: *[Signature]* Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 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.

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 which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Garling Construction, Inc. BY: *[Signature]* DATE: 10-17-24

**ARCHITECTS 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.

**CONTINUATION SHEET AIA DOCUMENT G703 PROJECT: 54249 REGULAR ITEMS**

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
 Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column L on Contracts where variable retainage for Item

ITEM NO	DESCRIPTION OF WORK	BILLING CODES	SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
				AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE
1	<b>GENERAL REQUIREMENTS</b>											
2	General Requirements/Admin/Mobilize		42,250.00	42,250.00	100%				42,250.00	100%		
3	Project Management/Supervision		42,221.00	42,221.00	100%				42,221.00	100%		2,112.50
4	Heat/Utilities/Equipment/Temp Enclo		13,932.00	13,932.00	100%				13,932.00	100%		2,111.05
5	<b>SITING WORK</b>											696.60
6	Scaffolding/Shoring/Protection		37,648.00	37,648.00	100%				37,648.00	100%		1,882.40
7	<b>METALS</b>											
8	Structural Steel Materials/Erection		99,524.00	94,547.80	95%				94,547.80	95%	4,976.20	4,727.39
9	<b>WOODS/PLASTICS</b>											
10	Temp Enclosures		8,317.00	8,317.00	100%				8,317.00	100%		415.95
11	<b>THERMAL &amp; MOISTURE</b>											
12	Roof Patch		11,000.00	11,000.00	100%				11,000.00	100%		550.00
13	<b>FINISHES</b>											
14	Painting		1,200.00	1,200.00	100%				1,200.00	100%		60.00
15	<b>MECHANICAL</b>											
16	HVAC		266,408.00	255,751.68	96%	5,328.16		2%	261,079.84	98%	5,328.16	13,053.99
17	<b>ELECTRICAL</b>											
18	Electrical		35,500.00	35,500.00	100%				35,500.00	100%		1,775.00
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<b>PAGE TOTALS</b>			\$558,000.00	\$542,367.48	97%	\$5,328.16		1%	\$547,695.64	98%	\$10,304.36	\$27,384.78
<b>REGULAR ITEM TOTALS</b>			\$558,000.00	\$542,367.48	97%	\$5,328.16		1%	\$547,695.64	98%	\$10,304.36	\$27,384.78
<b>CHANGE ORDERS</b>												
<b>GRAND TOTALS</b>			\$558,000.00	\$542,367.48	97%	\$5,328.16		1%	\$547,695.64	98%	\$10,304.36	\$27,384.78



**AGENDA ITEM**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

**DATE:** 10/28/2024

**AGENDA ITEM:** Heath Odorator 2 Methane Gas Reader

**ACTION:** Approve or Deny

**SYNOPSIS:** The gas department is requesting the purchase of the Heath Odorant 2 Methane Gas Reader. The departments current reader is very old and can no longer be calibrated, which is a yearly requirement by the Iowa Utilities Commission. We are requesting the purchase from Heath as they are the only company offering this style of reader. They also are the brand of our old reader and serve as the company that has done our yearly recalibrations in the past and will continue to do so with the new reader.

Price Quote: Heath Odorator 2 \$5,600.00

**BUDGET ITEM:** yes

**RESPONSIBLE DEPARTMENT:** Gas Department

**MAYOR/COUNCIL ACTION:** Approve or Deny

**ATTACHMENTS:** 1

**PREPARED BY:** Darren Lenz

**DATE PREPARED:** 10/28/2024





9030 Monroe Rd  
Houston, TX 77061  
(713) 844-1300  
Fax: 713-844-1309  
[www.heathus.com](http://www.heathus.com)

Quote Date 10/22/2024 Expiration Date 11/22/2024  
Contact Name Darren Lenz Quote Number 00021152  
Email [dlenz@tiptoniowa.org](mailto:dlenz@tiptoniowa.org) Ship To Name City of Tipton  
Bill To Name City of Tipton Ship To 407 Lynn St  
Bill To Tipton, IA 52772  
Phone (563) 886-4065

Heath Consultants Incorporated would like to thank you for your recent inquiry into our product(s). We look forward to your order. Below are the products and any recommended value added items if applicable.

Product Code	Product	Product Description	Quantity	Sales Price	Total Price
104175	Odorator 2 Methane Gas - 1.00%	ODORATOR 2 Methane Gas (1.00% Methane Calibration)	1.00	\$5,600.00	\$5,600.00

Grand Total \$5,600.00

Special Terms \*Current lead time is mid to late December, maybe subject to change

Price(s) quoted are valid for 30 days from the date of this letter and orders are shipped F.O.B. Houston, TX. Applicable tax and shipping are not included in grand total

Once again, thank you for the opportunity to work with your company. If you have any questions or choose to place an order, feel free to contact me or visit our website at [www.heathus.com](http://www.heathus.com) to see the full line of Heath products.

Sincerely,

Leticia Rodriguez  
Customer Service Specialist  
Heath Consultants Incorporated  
9030 Monroe Road  
Houston, TX 77061  
(713) 844-1245  
(713) [844-1309](tel:7138441309)  
[leticia.rodriguez@heathus.com](mailto:leticia.rodriguez@heathus.com)  
[www.heathus.com](http://www.heathus.com)

Terms & Conditions

*Terms and Conditions. All Product sales are subject to the Terms and Conditions set forth at <https://heathus.com/about/legal/>*

**AGENDA ITEM**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

**DATE:** 11/4/2024

**AGENDA ITEM:** Meter Testing

**ACTION:** Discussion and/or Approval

**SYNOPSIS:** In the past we have used Chapman Metering to test our poly phase metering. I have reached out to Chapman Metering and have not received a response. We are looking at testing meters which are traditionally our largest customers. These tests are to verify our metering and billing are correct and accurate. Looking back, we haven't had this done since 2019. I have reached out to SHERMCO to provide this service since they are the ones that have taken over our RPGI and Generator meter testing. This is something that going forward should be done every other year.

I recommend using SHERMCO for this cycle and have a quote for \$5,000.

**BUDGET ITEM:** Yes

**RESPONSIBLE DEPARTMENT:** Electric

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

**ATTACHMENTS:** Yes

**PREPARED BY:** Jon Walsh

**DATE PREPARED:** 10/17/2024.



**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 - Power Quality Meter

Approved by:  
Heather Bahnsen

Shermco Quote Number:  
SIQ-00020340-24

October 17, 2024





October 17, 2024

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

Re: Tipton - Power Quality Meter  
Shermco Quote # SIQ-00020340-24

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

**TIME & MATERIAL PRICE ..... \$5,000**

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 to provide one engineer to work with Tipton personnel to evaluate existing metering. Shermco will place a meter in parallel to the existing meter for a short duration, compare the results and inform the Municipal staff if a discrepancy is noted.

**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 \$1,500.00 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





# 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.



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE DEPARTMENT	GENERAL GOVERNMENT	AT&T MOBILITY	WIRELESS	121.94
		OFFICE MACHINE CONSULTANTS INC	5 NEW WORKSTATIONS & INSTA	1,865.00
		CAPITAL ONE	MANAGEMENT SERVICES	216.60
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	MISC & OFFICE SUPPLIES	111.16
			vehicle/equipment charges	5,150.06
			TOTAL:	7,464.76
FIRE DEPARTMENT	GENERAL GOVERNMENT	COUNTY AUTOMOTIVE SERVICES	REPAIR LOOSE TIRE	23.27
		HAWKEYE FIRE AND SAFETY	FIRE EXTINGUISHER INSPECTI	624.45
		OFFICE MACHINE CONSULTANTS INC	5 NEW WORKSTATIONS & INSTA	720.00
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	MANAGEMENT SERVICES	216.60
			vehicle/equipment charges	967.26
			TOTAL:	2,551.58
AMBULANCE	GENERAL GOVERNMENT	ACE ELECTRIC	ANNUAL GENERATOR SERVICE	372.84
		AT&T MOBILITY	WIRELESS	238.54
		MISC. VENDOR	AFFORDABLE METAL:SNOWGUARD	398.38
		IOWA GEMT PAYMENT PROGRAM	NOV STATE SHARE PAYMENT	1,305.21
		JOHNSON COUNTY AMBULANCE SERVICE	ALS SERVICE	200.00
		LISBON-MT VERNON AMBULANCE SERVICE	PARAMEDIC INTERCEPT	200.00
		MIKE FOGG CONSTRUCTION	SNOW FLASHING INSTALL	500.00
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	216.60
		WING PC	MEDICAL DIRECTOR	500.00
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	2,434.94
			TOTAL:	6,366.51
STREET DEPARTMENT	GENERAL GOVERNMENT	CINTAS	UNIFORMS	56.28
		WENDLING QUARRIES INC	UNIFORMS	86.57
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	18,2 TN WASHED CHIPS	313.95
			vehicle/equipment charges	4,240.67
			TOTAL:	4,697.47
SIDEWALKS	GENERAL GOVERNMENT	MISC. VENDOR	RANDY PHELPS:SIDEWALK	750.00
		MANATTS INC	SIDEWALKS	448.50
			TOTAL:	1,198.50
CEMETERY	GENERAL GOVERNMENT	ERIC STORJOHANN	1 BURIAL	300.00
			TOTAL:	300.00
GENERAL ADMINISTRATION	GENERAL GOVERNMENT	CINTAS	UNIFORMS	21.99
		OFFICE MACHINE CONSULTANTS INC	UNIFORMS	21.99
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	MANAGEMENT SERVICES	216.60
			vehicle/equipment charges	1,732.11
			TOTAL:	1,992.69
LIBRARY	GENERAL GOVERNMENT	AMAZON CAPITAL SERVICES	SUPPLIES	15.19
		BAKER & TAYLOR	SUPPLIES	9.81
		BANLEACO	BOOKS	94.99
		COPY SYSTEMS	BOOKS	98.40
		OFFICE MACHINE CONSULTANTS INC	LEASE	105.60
		WINDSTREAM	BASE & COPIES	142.61
			MANAGEMENT SERVICES	216.60
			MONTHLY SERVICES	186.58
			TOTAL:	869.78
PARK	GENERAL GOVERNMENT	ALBAUGH PHC INC	REPAIRS	90.00



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITY UTILITIES	REPAIRS	191.79
		CITY UTILITIES	CITY UTILITIES	169.48
		CITY UTILITIES	CITY UTILITIES	100.31
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	446.28
			TOTAL:	997.86
RECREATION DEPARTMENT	GENERAL GOVERNMENT	CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	113.42
			TOTAL:	113.42
YOUTH RECREATION	GENERAL GOVERNMENT	FUSION SITE MIDWEST LLC T & M CLOTHING	PORT A POTTIE SERVICES	416.00
			32 BASKETBALL SHIRTS	250.00
			TOTAL:	666.00
FAMILY AQUATIC CENTER	GENERAL GOVERNMENT	IOWA PRISON INDUSTRIES OFFICE MACHINE CONSULTANTS INC	12 FILTERS	164.94
			5 NEW WORKSTATIONS & INSTA	1,581.00
			MANAGEMENT SERVICES	216.60
		CITY UTILITIES	CITY UTILITIES	1,694.02
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	113.43
			TOTAL:	3,769.99
ECONOMIC DEVELOPMENT	GENERAL GOVERNMENT	MARCIA MEYERS OFFICE MACHINE CONSULTANTS INC	NOVEMBER RENT	600.00
			MANAGEMENT SERVICES	216.60
		CAPITAL ONE	MISC & OFFICE SUPPLIES	48.38
		CITY UTILITIES	CITY UTILITIES	113.07
			TOTAL:	978.05
FINANCE & ADMINISTRATI	GENERAL GOVERNMENT	OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	216.60
			TOTAL:	216.60
BUILDING MAINTENANCE	GENERAL GOVERNMENT	VESTIS CAPITAL ONE	MATS	189.17
			MISC & OFFICE SUPPLIES	11.98
			TOTAL:	201.15
STREET DEPARTMENT	ROAD USE TAX FUND	CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,601.94
			TOTAL:	1,601.94
SNOW AND ICE REMOVAL	ROAD USE TAX FUND	CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	940.82
			TOTAL:	940.82
STREET CLEANING	ROAD USE TAX FUND	CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	825.42
			TOTAL:	825.42
REVOLVING LOAN PRGRM	ECONOMIC/INDUSTRIA	CEDAR COUNTY TREASURER	TAXES DUE - THOLEN PROPERT	34,497.18
			TOTAL:	34,497.18
INDUSTRIAL FEEDER PJT	INDUSTRIAL FEEDER	WESCO RECEIVABLES CORP	WIRE	38,951.42
			TOTAL:	38,951.42
WATER DISTRIBUTION	WATER OPERATING	ALBAUGH PHC INC CINTAS	LEAK/PLUMBING REPAIR	526.50
			UNIFORMS	0.00
			UNIFORMS	0.00
		HAWKINS INC	CHEMICALS	1,138.98
		STATE HYGIENIC LABORATORY	TESTING	148.50
		OFFICE MACHINE CONSULTANTS INC	5 NEW WORKSTATIONS & INSTA	225.00
			MANAGEMENT SERVICES	216.60
		RODNEY'S YARD MOWING	MOWING	30.00



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	332.94
			TOTAL:	2,618.52
		STOREY KENWORTHY/MATT PARROTT	DOOR HANGERS	99.00
			TOTAL:	99.00
		WASTEWATER/AKA SEW ACTION SEWER & SEPTIC SERVICE INC	WATER JET, VAC, CAMERA	1,664.00
		STOREY KENWORTHY/MATT PARROTT	DOOR HANGERS	99.00
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	216.60
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	919.05
			TOTAL:	2,898.65
		ELECTRIC DISTRIBUTION	UNIFORMS, SHOP TOWELS, MAT	126.14
			UNIFORMS, SHOP TOWELS, MAT	67.35
			UNIFORMS, SHOP TOWELS, MAT	102.85
			UNIFORMS, SHOP TOWELS, MAT	67.35
			UNDERGROUND SUPPLIES	1,940.00
			UNDERGROUND SUPPLIES	3,360.00
			UNDERGROUND SUPPLIES	1,095.00
			WIRE	2,600.00
			NOVEMBER RENT	500.00
			ELECTRIC ASSESSMENT	1,281.00
			5 NEW WORKSTATIONS & INSTA	1,601.00
			MANAGEMENT SERVICES	216.60
			CITY UTILITIES	67.80
			CITY UTILITIES	19.98
			vehicle/equipment charges	5,692.55
			TOTAL:	18,737.62
			vehicle/equipment charges	685.85
			TOTAL:	685.85
		STOREY KENWORTHY/MATT PARROTT	DOOR HANGERS	99.00
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	480.10
			TOTAL:	579.10
			Est cash request	9,800.00
			Est cash request	16,240.00
			Est cash request	280.00
			Est cash request	1,680.00
			TOTAL:	28,000.00
		CINTAS	UNIFORMS, SHOP TOWELS, MAT	45.23
			UNIFORMS, SHOP TOWELS, MAT	45.23
			GAS ASSESSMENT	1,853.00
			MANAGEMENT SERVICES	216.60
			CITY UTILITIES	28.34
			vehicle/equipment charges	546.20
			TOTAL:	2,734.60
		STOREY KENWORTHY/MATT PARROTT	DOOR HANGERS	99.00
			TOTAL:	99.00
		WRIGHT LAWN CARE	CONTRACT PAY NOVEMBER	358.33
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	136.50
			TOTAL:	494.83

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
GARBAGE COLLECTION	GARBAGE COLLECTION	CINTAS	UNIFORMS	19.48
			UNIFORMS	19.48
		STOREY KENWORTHY/MATT PARROTT	DOOR HANGERS	99.00
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	216.60
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	2,371.33
			TOTAL:	2,725.89
RECYCLING	GARBAGE COLLECTION	CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,580.89
			TOTAL:	1,580.89
STORM WATER	STORM WATER	CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	90.90
			TOTAL:	90.90
INT SRVC-OTHER BUSINES	CENTRAL GARAGE	BAUER BUILT TIRE	REPAIR PARTS #21	1,967.88
		CINTAS	UNIFORMS	17.24
			SUPPLIES	153.44
			UNIFORMS	17.24
		MISC. VENDOR	LACAL EQUIPMENT:REPAIR PAR	1,288.16
		GRAINGER	SHOP SUPPLIES	36.65
		MITCHELL 1	WEB SUBSCRIPTION	304.65
		OFFICE MACHINE CONSULTANTS INC	5 NEW WORKSTATIONS & INSTA	1,601.00
			MANAGEMENT SERVICES	216.60
		THOMPSON TRUCK & TRAILER	REPAIR PARTS #21	225.11
			REPAIR PARTS	304.00
			REPAIR PARTS	112.43
			TOTAL:	6,244.40
INT SRVC-OTHER BUSINES	ADMINISTRATIVE SER	HOLIDAY INN DES MOINES AIRPORT	TRAVEL TRAINING	237.44
		QUADIENT FINANCE USA INC	POSTAGE	1,500.00
		OFFICE MACHINE CONSULTANTS INC	5 NEW WORKSTATIONS & INSTA	1,601.00
			5 NEW WORKSTATIONS & INSTA	39.00
			SSL CERTIFICATE FOR VPN	125.00
			MANAGEMENT SERVICES	216.60
		RODNEY'S YARD MOWING	MOWING	75.00
		WINDSTREAM	MONTHLY SERVICES	933.74
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	9.17
			TOTAL:	4,736.95

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
001		GENERAL GOVERNMENT		32,384.36
110		ROAD USE TAX FUND		3,368.18
160		ECONOMIC/INDUSTRIAL DEVEL		34,497.18
319		INDUSTRIAL FEEDER PROJECT		38,951.42
600		WATER OPERATING		2,717.52
610		WASTEWATER/AKA SEWER REVE		2,898.65
630		ELECTRIC OPERATING		48,002.57
640		GAS OPERATING		2,833.60
660		AIRPORT OPERATING		494.83
670		GARBAGE COLLECTION		4,306.78
740		STORM WATER		90.90
810		CENTRAL GARAGE		6,244.40
835		ADMINISTRATIVE SERVICES		4,736.95
----- GRAND TOTAL: -----				181,527.34



RESOLUTION NO. 110424A

RESOLUTION APPROVING SEWER SERVICE AGREEMENT BETWEEN THE CITY OF TIPTON, IOWA AND THE CEDAR COUNTY FAIR BOARD

**WHEREAS**, The City and the Cedar County Fair Board (CCFB) have been in discussions related to the provision of sanitary sewer services to building or buildings on property owned or overseen by the CCFB, and

**WHEREAS**, the City Council finds it appropriate to work with the CCFB, and to allow connection by the CCFB to the City Sanitary Sewer System under and in accordance with the terms of the proposed agreement, and

**WHEREAS**, a draft agreement has been prepared and reviewed by the City Attorney, with consultation received from City staff, and

**WHEREAS**, the Council finds that the draft agreement, a copy of same being appended hereto, appropriately addresses the material terms of the agreement between the City and CCFB, and that same should be approved, with the City Attorney and staff being granted discretion to make such as amendments to the draft agreement that do not materially or significantly change the agreement in consultation with the CCFB and its representatives hereafter without subsequent consideration and approval by the City Council, with the understanding that said agreement, if so amended, when in final form is reviewed by the Mayor prior to execution and the Mayor agrees with staff that any changes were not material or significant, and

**NOW, THEREFORE**, Be It Resolved, the City Council of the City of Tipton hereby authorizes and directs the City Manager to forward the draft agreement approved hereby to the CCFB for review and to thereafter work with the City Attorney on any final amendments requested by the CCFB or otherwise deemed appropriate, and authorizes the Mayor to thereafter execute same on behalf of the City Council so long as the Mayor, upon review of the agreement as amended, if amended, finds that said final agreement does not include any material or significant changes to the draft agreement approved hereby.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_  
Tammi Goerd, Mayor

ATTEST:

\_\_\_\_\_  
Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution No. 110424A which was passed by the Tipton City Council this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Amy Lenz, City Clerk

## SEWER SERVICE AGREEMENT

This agreement made this *[day]* of *[month, year]*

### BETWEEN:

*CITY OF TIPTON, IOWA*  
*[Address]*

(hereinafter called the "City or City of Tipton")

### AND:

*[CEDAR COUNTY FAIR BOARD]*  
*[Address]*

(hereinafter called "CCFB")

(collectively, the "Parties")

### WHEREAS:

- A. The Cedar County Fair Board has approved this Agreement by passing Board Resolution *[Name of Resolution]* at its meeting held on *[Date]*. A copy of the Resolution is attached to this Agreement as Exhibit A.
- B. The City of Tipton City Council has approved this Agreement by passing Resolution No. *[Number of Resolution]* at its meeting held on *[Date]*. A copy of the Resolution is attached to this Agreement as Exhibit B.
- C. The City of Tipton owns and operates a municipal wastewater treatment and collection system for the collection and treatment of sanitary sewer from properties located within the City limits of the City of Tipton
- D. The Parties deem it to their mutual interest to enter into this Agreement.

**THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained the sufficiency of which is hereby acknowledged, the PARTIES hereto agree as follows:**

### 1.0 DEFINITIONS

- 1.1 In this agreement, including this section, the recitals and schedules hereto, unless the context otherwise requires:

"**Agreement**" means this agreement, including the recitals and exhibits hereto, as might be amended and supplemented from time to time upon appropriate approval



of the Parties.

“**City System**” means the City’s system of sanitary sewer mains and sewage treatment facilities.

“**Municipal Specifications**” means the engineering and design standards as indicated by the City.

“**CCFB**” means the Cedar County Fair Board which is an organization that manages and oversees the Cedar County fairgrounds.

“**CCFB System**” means the system of sanitary sewer mains and laterals constructed by the CCFB for the purpose of collection and conveying sanitary waste from the Cedar County fairgrounds to the City System under the Agreement.

“**Services**” means the municipal services of the City of Tipton that are described in section 3.0.

“**Term**” means a period of time which this Agreement remains in force and effect, as described in Section 2.

## 2.0 TERM

- 2.1 Subject to earlier termination under Section 2.2, 9.1, or 9.2 below, this Agreement commences on \_\_\_\_\_ and shall continue to \_\_\_\_\_.
- 2.2 This Agreement may be terminated on six (6) months prior written notice by either Party, at their sole discretion.
- 2.3 Failure to renew or replace this Agreement or to terminate this Agreement under Section 2.2, 9.1 or 9.2 below, shall result in the Agreement continuing forward in full force and effect subject to termination at all times under and consistent with said provisions.

### 3.0 SERVICES

- 3.1 During the Term, the City will provide the following Services to the CCFB:
- (a) the collection, conveyance, treatment and disposal of sanitary waste that is discharged from the CCFB through the CCFB Sewer System to the City System, generated from the use by the CCFB or others of the \_\_\_\_\_; (New Building Description here)
- 3.2 The CCFB must construct at its sole cost, and to the Municipality's satisfaction, any works required for the purpose of connecting the CCFB System to the City System;
- whether such works are required to be constructed on or off the CCFB property. Any required extension of the CCFB System on City property or right-of-way will remain the property of the CCFB upon certification by the City of the completion of such works to the standards required under this Agreement and/or Tipton City Code, whichever is more stringent, further being subject to the inspection and approval of the City Engineer.
- 3.3 The quality and quantity of the Services to be provided by the City under this Agreement will be substantially the same as the quality and quantity of Services provided by the City to the users of the City System. The City is not obliged to provide Services at a greater level or degree than the level or degree to which the same Service is provided to other users of the City System. The City makes no representation or warranty that the level or degree of Services provided under this Agreement will be maintained or continued to any particular standard, other than as stated expressly herein. The CCFB acknowledges and agrees that there may be from time to time interruptions or reductions in the level of Services, and that the City will not be held liable for any losses, costs, damages, claims or expenses arising from or connected with such interruptions or reductions in the level of a Service provided under this Agreement.

### 4.0 PAYMENT FOR SERVICES

- 4.1 The CCFB will pay the City for providing Service as described under Section 3.1(a) of this Agreement:
- (a) In accordance with rates and/or fees established under applicable City Ordinances as may be amended from time to time.
  - (b) If and/or when the CCFB connects additional buildings/structures, whether new or old, to the CCFB System with the intent to connect to the City system, and the connection is allowed by the City, the CCFB shall pay for said additional Service in accordance with City rates and fees in place at that time.
- 4.2 The fee calculated under section 4.1(a) will be determined by the quantity of water used as determined by meters to be installed in locations that are approved in advance by the City. The CCFB is responsible for the cost of purchasing and installing the meter(s) to the City's satisfaction in accordance with City Code, rule, regulation, all subject to review and approval by the City Engineer. The Municipality is responsible for maintaining the meters.



(a) At the approval and execution of this Agreement it is anticipated that the only CCFB building to use the City System will be the \_\_\_\_\_(new building). While all water used and invoiced to the CCFB runs through one meter, the "Master Meter", the water entering and utilized by the \_\_\_\_\_(new building) shall be separately metered so that the amount used therein can be subjected to appropriate Sanitary Sewer Rates and Fees as contemplated herein. If and/or when additional structures are connected to the City System, the Parties agree to take such steps as are necessary to separately meter the water being used within said structure so as to appropriately calculate sewage fees tied to the use of the City System. City and CCFB agree to consider the use by CCFB of Permanent or Temporary Accessory meters to meter water used solely for purposes that will not result in said water being deposited into the City System, the water usage measured by said secondary meters to be used for purposes of calculating a credit on the City billing to CCFB, the credit to treat said accessory water usage as being exempt from the application of sewer rates, if and when appropriate.

- 4.3 The CCFB will pay the Municipality for the collection, treatment, and disposal of sanitary waste under Section 3.1(a) of this agreement:
- 4.4 No deduction/reduction from or of the established rates as described and set forth within Section 4 shall be allowed on account of any rupture, leak, breakdown, or malfunction of the CCFB System.
- 4.5 The City will invoice the CCFB as provided by City Code, for water and sanitary sewer usage..
- 4.6 The CCFB shall, within [*number of days*] of the date upon which the agreement is executed, provide the Municipality with an irrevocable standby Letter of Credit drawn upon a US Chartered bank in the amount of [*estimated cost of services for one month*] dollars to be used as security for payment of amounts owing to the Municipality pursuant to this. Any renewed or substituted Letter of Credit shall be delivered by the CCFB to the Municipality not less than [*number of days*] prior to the expiration of the then current Letter of Credit.

## **5.0 CONSTRUCTION OF NEW CCFB SYSTEMS**

- 5.1 Each CCFB System, including any extension of a CCFB System and any replacement of a CCFB System made necessary by accidental loss, wear and tear, breakdown, malfunction or obsolescence, must be constructed at the sole cost of the CCFB and must meet the specifications and standards of the Municipality, subject to City Engineer approval.
- 5.2 The CCFB will retain a Professional Engineer to design and to provide engineering services for the construction of a CCFB System, which Engineer shall certify to the City that such works have been constructed to City Specifications. The Engineer's certification must be delivered to the City, along with all of the Engineer's inspection records and as-built drawings before any new CCFB System may be connected to the Municipal Sewer System. Prior to construction of any new CCFB system, the engineered plans and specifications shall be delivered to the City for City Engineer review and approval as a condition precedent to construction.
- (a). The following conditions apply to the design, operation, and maintenance of the CCFB System:
1. A plumbing permit application along with design documents including plans and specifications must be submitted to the City for review and approval prior to any construction and/or connection to the City System.
  2. CCFB must pay a sewer connection fee prior to construction.
  3. CCFB shall require a State of Iowa licensed plumber to install the CCFB System and any additions thereto, and to repair and/or maintain as appropriate, all of said system that in any way connects to the City System.
  4. CCFB shall require installing contractor to afford City of Tipton to inspect sewer lines and service lines prior to backfilling sewer trenches.

5. CCFB system shall include a grease interceptor or grease trap to serve any services that include cooking areas, kitchens, wash areas or sinks.



6. CCFB shall contract with a professional contractor to monitor and maintain all grease interceptors or grease traps installed in CCFB System.
7. CCFB must maintain its system to prevent inflow and infiltration into the system. Initial connection shall only serve **new** buildings with new service lines and sewer lines.
8. Connections shall be limited to buildings and fixtures that will contribute domestic waste to the CCFB system. No industrial, agricultural, chemical or high strength waste will be allowed to enter the City System.
9. CCFB acknowledges that the City must operate its Wastewater Treatment Facilities in full compliance with State of Iowa DNR permitting, and agrees that it will operate and use the CCFB system in a manner that is in full compliance with City Permits.

## **6.0 OWNERSHIP OF CCFB SYSTEMS**

- 6.1 The CCFB shall at all times retain ownership of the CCFB System, and no interest, right or title to the CCFB System shall be conveyed to the City under this Agreement.
- 6.2 Except with the prior written consent of the CCFB, the City will not utilize the CCFB System or establish any connection thereto, except for the purpose of providing Services under this Agreement.

## **7.0 REPAIRS AND MAINTENANCE**

- 7.1 During the Term of the Agreement, the CCFB will provide all necessary repairs and maintenance of the CCFB Systems, including any preventative maintenance that the Municipality considers necessary. In the case of any newly constructed CCFB System, the CCFB's obligation under this section will commence following completion of the maintenance period provided under the contract for the construction of that system, assuming there is an applicable maintenance bond in place with the installing contractor. If there is no maintenance bond/period, the obligations of CCFB shall commence immediately.
- 7.2 The CCFB will use reasonable efforts to carry out the repair and maintenance of the CCFB Systems in a timely manner and in accordance with the City's infrastructure maintenance standards and policies.
- 7.3 The CCFB will promptly notify the City of any breakdown or accidental discharge into a CCFB System that requires repair or maintenance work.

## **8.0 RIGHTS OF ACCESS**

- 8.1 Representatives of the City may at any time enter upon the CCFB property for the purpose of conducting inspections to verify that no illegal connections have been made, that grease interceptors are being maintained as required in accordance with this Agreement as outlined by Section 3, and for the purposes of inspecting the CCFB

Systems and ensuring compliance with the terms of the Agreement.

- 8.2 The CCFB may apply to have access to City's property, easements or Rights of Way for the purpose of constructing any works or services required under this Agreement

## **9.0 TERMINATION FOR BREACH OF AGREEMENT**

- 9.1 Whether or not Services are discontinued or any disconnections are made, where invoices remain unpaid by the CCFB after the passage of 30 days following the cessation of Services, the City may without any additional notice, this Agreement being the required notice, file a lien against the CCFB property with the County Treasurer in the amount due and unpaid. The City may also take any and all other legal action deemed appropriate by the City to collect the balance due. CCFB agrees that the City is entitled to request and receive reimbursement of any and all legal expenses incurred by the City to collect hereunder. Should invoices become 30 or more days delinquent, the City may immediately take steps to discontinue Service to CCFB after written notice to the CCFB, providing a seven (7) day notice to cure.
- 9.2 Should either party be in breach of its covenants or undertakings under this Service Agreement, other than a failure by the CCFB to pay for Services, which remains unrectified as set forth in Section 9.1, following written notification of such breach, the party not in breach may, at its option and without prejudice to any other rights or remedies it might have, immediately terminate this Agreement.

## **10.0 LIABILITY**

- 10.1 The City does not warrant or guarantee the continuance or quality of any of the services provided under this Agreement and shall not be liable for any damages, expenses, or losses occurring by reason of suspension or discontinuance of the Services for any reason which is beyond the reasonable control of the City, including without limitation acts of God, forces of nature, soil erosion, landslides, lightning, washouts, floods, storms, serious accidental damage, strikes or lockouts, vandalism, negligence in the design and supervision or construction of the CCFB System, or in the manufacture of any materials used therein, and other similar circumstances.

## **11.0 COMMUNICATIONS AND CONTRACT PROTOCOL**

- 11.1 All the Parties to this agreement will appoint one or more representatives, with notice to the other Parties of such appointments as the principal contacts for official communications about this Agreement, and as the principal contacts for operational matters pursuant to this Agreement. The Parties further agree to establish a communications protocol to manage issues arising under this Agreement.

## **12.0 DISPUTE RESOLUTION**

- 12.1 In the interest of cooperative and harmonious co-existence, the parties agree to use their best efforts to avoid conflict and to settle any disputes arising from or in relation to this Agreement. The Parties acknowledge and agree that this Section 12.1 does not limit either Party's respective rights under Section 9 above.



12.2 In the event the parties fail to resolve matters, the parties are free to take whatever action deemed appropriate said Party under applicable law.

### **13.0 ACKNOWLEDGEMENT OF RIGHTS**

13.1 Nothing contained in this Agreement will be deemed to limit or affect any other rights or claims the City or the CCFB may have at law or in equity. Nothing contained in this Agreement will be deemed to limit or affect the legal rights, duties or obligations of the CCFB or the Municipality. The Parties agree that nothing in this Agreement will affect the cooperation or consultation covenants the Parties have entered into pursuant to other Agreements.

### **14.0 HEADINGS**

14.1 Headings that precede sections are provided for the convenience of the reader only and shall not be used in constructing or interpreting the terms of this Agreement.

### **15.0 ENTIRE AGREEMENT**

15.1 This Agreement constitutes the entire Agreement between the Parties and there are no undertakings, representations or promises express or implied, other than those expressly set out in this Agreement.

15.2 This Agreement supersedes, merges, and cancels any and all pre-existing agreements and understandings in the course of negotiations between the Parties.

### **16.0 NOTICE**

16.1 The address for delivery of any notice or other written communication required or permitted to be given in accordance with this Agreement, including any notice advising the other Party of any change of address, shall be as follows:

(a) to Municipality:

*[Provide Address including the attention the letter should be directed to and other relevant contact information]*

(b) to Cedar County Fair Board:

*[Provide Address including the attention the letter should be directed to and other relevant contact information]*

16.2 Any notice mailed shall be deemed to have been received on the fifth (5<sup>th</sup>) business day following the date of mailing. By notice faxed or emailed will be deemed to have been received on the first (1<sup>st</sup>) business day following the date of transmission. For the purposes of Section 16.2, the term "business day" shall mean Monday to Friday, inclusive of each week, excluding days which are statutory holidays in the State of Iowa.

16.3 The Parties may change their address for delivery of any notice or other written communication in accordance with section 16.1.

**17.0 SEVERANCE**

17.1 In the event that any provision of the Agreement should be found to be invalid, the provision shall be severed and the Agreement read without reference to that provision.

17.2 Where any provision of the Agreement has been severed in accordance with Section 17.1 and that severance materially affects the implementation of this Agreement, the parties agree to meet to resolve any issues as may arise as a result of that severance and to amend this Agreement accordingly.

**18.0 AMENDMENT**

18.1 The Agreement shall not be varied or amended except by written agreement of both Parties.

18.2 No waiver of the terms, conditions, warranties, covenants, and agreements set out herein shall be of any force and effect unless the same is reduced to writing and executed by all parties hereto and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) and no waiver will constitute a continuing waiver unless otherwise expressly provided.

**19.0 GOVERNING LAWS**

19.1 The provisions of this Agreement will be governed and interpreted in accordance with the laws of the State of Iowa, as applicable.

**20.0 ASSIGNMENT**

20.1 The rights and obligations of the Parties may not be assigned or otherwise transferred. An amalgamation by a Party does not constitute an assignment.

**21.0 ENUREMENT**

21.1 The Agreement enures to the benefit and is binding upon the Parties and their respective heirs, executors, administrators, successors, and assigns.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.

On behalf of the **City of Tipton, Iowa**

On behalf of the **Cedar County Fair Board**

\_\_\_\_\_  
[Position]

\_\_\_\_\_  
[Position]

\_\_\_\_\_  
[Position]

\_\_\_\_\_  
[Position]

**AGENDA ITEM #**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

**DATE:** November 4, 2024

**AGENDA ITEM:** Replace all glass doors around indoor pool at James Kennedy Aquatic Center

**ACTION:** Motion

**SYNOPSIS:**

Attached is a quote from Allied Glass to replace all glass doors around the indoor pool at the James Kennedy Aquatic Center. Two of the double doors will be replaced with just windows.

Within the past couple years all of our glass doors have been deteriorating and now all closers, pins, hardware and doors need replaced.

Looking over the quote you will see that all doors that will be replaced will have removable vertical mullion between the double doors to allow them to install rim panic devices, rather than concealed vertical rods. This should limit the corrosion to the door hardware.

We are also planning on removing two of the doors and just put big windows in its place. This will save some money doing it this way.

I wanted to inform the council and receive approval.

**BUDGET ITEM:** Aquatic Center

**RESPONSIBLE DEPARTMENT:** Aquatic Center

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Allied Glass

**PREPARED BY:** Adam Spangler

**DATE PREPARED:** 10/29/2024



# Proposal

10/25/2024

1575 Ketelsen Dr. Suite 500

Hiawatha, IA 52233

Phone: (319) 364-2495 | Fax: (319) 363-1944



Subject to the provisions shown on front and back of this sheet, we propose to furnish materials as per specifications below. Proposal is for materials F.O.B. our Cedar Rapids dock unless so stated otherwise below. Proposal is subjected to any applicable tax if not included and so stated below. Proposal does not include the installation of the specified material unless so stated below. We do not clean any glass or storefront construction or facing materials.

FOR **Tipton Aquatic Center**

TO BE ERECTED AT 700 Park Rd., Tipton, IA 52772 PER PLAN NO. \_\_\_\_\_

CONSISTING OF SHEETS \_\_\_\_\_ DATED \_\_\_\_\_ SPECS. DATED \_\_\_\_\_ ADDENDUM NOS. \_\_\_\_\_ ONLY.

PREPARED BY \_\_\_\_\_ ARCHITECT

FOR THE SUM OF \_\_\_\_\_

DOLLARS (NET CASH) **\$17,890.00 (Labor & Materials, No Tax)**

## Scope of Work:

-Demo (2) Existing Double Doors and Infill Openings w/ Kawneer 451T Window Frames @ Approx. 76" x 82"

-Demo (3) Existing Double Doors and Replace w/ New Kawneer 190 Narrow Stile Doors

-Door Hardware: LCN 1461 Door Closers, Butt Hinges, Rim Panic Devices, Pull Handles, Door Sweeps, and Thresholds

-Doors to have 10" Bottom Rails to Comply with ADA

-Demo (1) Existing Single Door and Replace w/ New Kawneer 190 Narrow Stile Door

-Door Hardware: LCN 1461 Door Closer, Butt Hinges, Rim Panic Device, Pull Handle, Door Sweep, and Threshold

-Door to have 10" Bottom Rail to Comply with ADA

-Door and Frame finish to be Dark Bronze

-All Glass to be 1" OA Clear Low-E (Hardcoat) over Clear Insulated Units (Tempered)

## Exceptions:

-No Final Cleaning of Glass or Metal

**Please contact Brad Kramer (319.364.2495) with Any Questions**

### ACCEPTANCE

This proposal is subject to acceptance within 30 days of the above date and providing that such acceptance, properly signed, is delivered to Allied Glass Products, prior to any rise in prices of material or labor required as part of this proposal. This proposal may be withdrawn at any time prior to acceptance, and may also be withdrawn or cancelled after acceptance if the credit status of the one to whom this proposal is made is not approved by Allied Glass Products. Any clerical errors are subject to correction.

This proposal, together with the Terms, Liability and Conditions stated on the reverse side hereof, shall become the governing contract upon execution by both parties in the appropriate space provided.

Accepted \_\_\_\_\_

Allied Glass Products

Date \_\_\_\_\_

By Brad Kramer

SEE OTHER SIDE

