

City of Tipton, Iowa

Meeting: Tipton Special City Council Meeting
Place: Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772
Date/Time: Monday, March 2, 2026, 5:30 p.m.
Web Page: www.tiptoniowa.org
Posted: Friday, February 27, 2026 (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)

Mayor: Tammi Goerdts

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

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 state 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 – New Liquor License, The Red Pin
2. Approval – Downtown Revitalization Incentive Program reimbursement request for Scott Edwards DBA Brothers Market, \$5,000

G. City Business

1. Discussion and possible action concerning proposed contract elements from V & K Engineering for the new city hall building at 102 East 5th Street. *(Tara Goldsberry/V & K will be available remotely. The V & K's contract submittal will be based on the council's selection of the contract elements on March 2nd.)*
2. Discussion and possible action concerning a new proposal from CivicPlus to replace the city's website. *(Linda's synopsis is attached. Richie Allencaster/CivicPlus will be available remotely.)*

3. Discussion and possible action concerning Origin Design's preliminary engineering proposal for the Montgomery Drive Project, Phase 2. (*Origin will attend the meeting for this item along with the next item.*)
4. Discussion and possible action concerning Origin Design's proposal to make recommendations to possibly improve the intersection at Lemon Street and West 7th Street. (*This is the first project recommended by the Visioning Committee.*)
5. Resolution No. 030226A: Resolution authorizing the City of Tipton's Community Project Funding (CPF) request for a congressionally directed appropriation for the Montgomery Drive Project, Phase 2
6. Discussion and possible action concerning Core & Main purchase approval for AMI related equipment in lieu of Municipal Supply.
7. Discussion and possible action concerning proposed J & M Displays fireworks contract for July 2026.

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.

AGENDA ITEM

AGENDA INFORMATION

TIPTON CITY COUNCIL COMMUNICATION

DATE:	3/2/2026
AGENDA ITEM:	DRIP Program Reimbursement Request
ACTION:	Motion to approve, deny or table

SYNOPSIS:

Downtown Revitalization Incentive Program (DRIP) request for reimbursement.

Applicant: Scott Edwards DBA Brothers Market

Building location: 610 Cedar Street

Commission corresponded via email (but couldn't legally vote). However, there weren't any objections via email to proceed with granting approval for reimbursement with this project. The Commission is asking the City Council to make final decision regarding this application.

Total amount of project: \$20,028.04.

Reimbursement amount: \$5,000.

Project Summary:

- Replaced existing signage "Family Foods" with "Brothers Market" due to the sale of store.

BUDGET ITEM: 160-5-599-2-64996

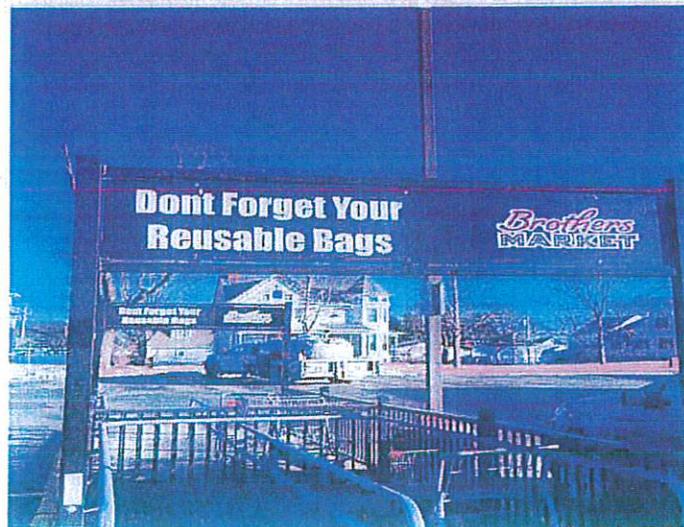
RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Approve, Deny or Table

ATTACHMENTS: Pictures

DATE PREPARED: 2/25/2026

Brothers Market
After Photos



PROJECT SCOPE
TIPTON CITY HALL REMODEL 2026
TIPTON, IOWA

February 26, 2026

The following is an outline of the project scope for each option of the project.

BASE BID – COUNCIL CHAMBERS and COUNCIL MEETING ROOM

- Demo existing window wall between Lobby and new Council Chambers
- Demo existing flooring, lighting and ceiling panel in new Council Chambers and Council Meeting Room
- Demo existing Teller's Window counters
- Install new ceiling tile, lighting, and carpet tile in limits of new Council Chambers and Council Meeting Room
- Update HVAC as required per new space and usage
- Install power for new security cameras, cameras by others, 2 exterior locations, 4 interior locations
- Add power for 3 tv locations within new Council Chambers and 1 location in new Council Meeting Room
- Add new walls and door between new Council Chambers and new Council Meeting Room and new Council Meeting Room and Lobby
- Add power for new security door buzzer from City Clerical Office
- Demo and install new pass through bullet resistant window and wall covering to wall between vestibule and City Clerical Office

ALTERNATE #1 - LOBBY

- Demo and update lighting throughout Lobby
- Demo wall coverings, repair walls as needed, prime and paint walls throughout lobby
- Demo and update with new acoustic ceiling tile and diffusers throughout lobby

ALTERNATE #2 – LOWER LEVEL UPDATED FINISHES

- Demo existing Kitchen Cabinets and Countertops, install new cabinets and countertops
- Demo and update lighting fixtures in Kitchen and Community Room
- Demo and install new carpet tile and LVT in Kitchen and Community Room
- Prime and Paint all walls and ceilings in Kitchen, Community Room, and Lower Level Stairway Lobby
- Enclose exposed cable on ceiling in Community Room
- Update HVAC diffusers as needed

ALTERNATE #3 – LOWER LEVEL ADA UPDATES, RESTROOMS, AND VERTICAL PLATFORM LIFT (VPL)

- Update lower level restrooms for ADA compliance, install new fixtures, sinks, partitions, grab bars
- New platform at 18" above lower level finished floor, platform stairs, and railing
- Add new VPL to service upper level, lower level and intermediate restroom level
- Modify structural flooring, existing CMU walls, vestibule walls, stairway railing, egress doors to accommodate new VPL

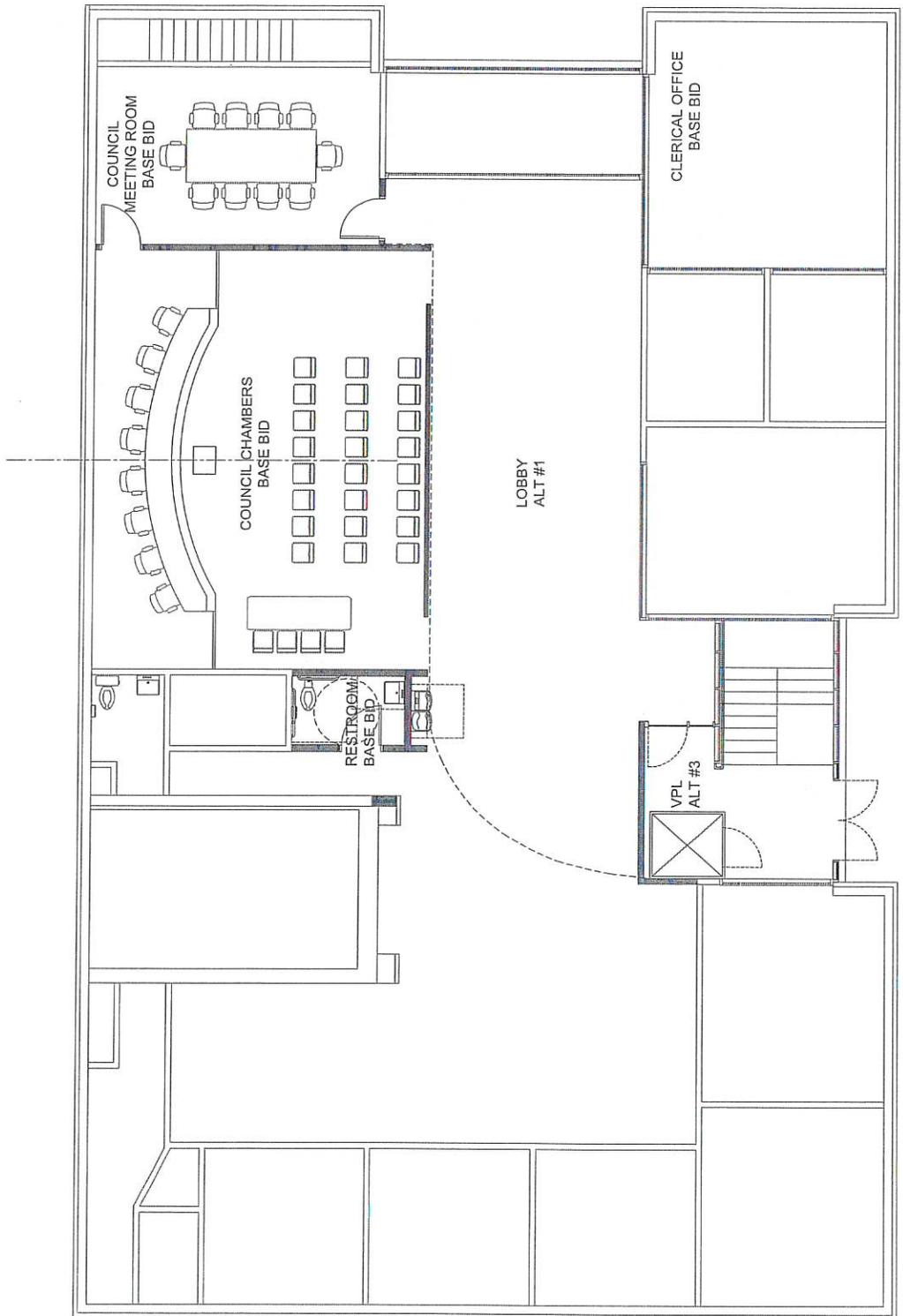
BASE BID	QTY.	COST		TOTAL
ADA Restroom	1	\$	25,000.00	\$ 25,000.00
Dias	1	\$	25,000.00	\$ 25,000.00
Demo Council and Add Walls	1	\$	20,000.00	\$ 20,000.00
Electrical/Lighting	1	\$	20,500.00	\$ 20,500.00
HVAC	1	\$	20,000.00	\$ 20,000.00
Flooring (SF)	1025	\$	8.00	\$ 8,200.00
Ceiling (SF)	1025	\$	14.00	\$ 14,350.00
Security	1	\$	15,000.00	\$ 15,000.00
BASE BID TOTAL				\$ 148,050.00
x10%				\$ 162,855.00

ALTERNATE #1				
Lobby Ceiling (SF)	1830	\$	14.00	\$ 25,620.00
Lobby Flooring (SF)	1830	\$	8.00	\$ 14,640.00
Lobby Electrical/Lighting	1	\$	27,450.00	\$ 27,450.00
Lobby Walls	1	\$	25,000.00	\$ 25,000.00
HVAC (New ceiling diffusers)	1	\$	5,000.00	\$ 5,000.00
ALTERNATE #1 TOTAL				\$ 97,710.00
x10%				\$ 107,481.00

ALTERNATE #2				
Kitchen (400 SF)	1	\$	25,000.00	\$ 25,000.00
Reception Space (SF)	3270	\$	20.00	\$ 65,400.00
Lighting/Electrical	1	\$	30,000.00	\$ 30,000.00
HVAC	1	\$	20,000.00	\$ 20,000.00
ALTERNATE #2 TOTAL				\$ 140,400.00
x10%				\$ 154,440.00

ALTERNATE #3				
Restrooms	1	\$	40,000.00	\$ 40,000.00
Lift, Demo, Structural, Power, Mods	1	\$	95,000.00	\$ 95,000.00
ALTERNATE #3 TOTAL				\$ 135,000.00
x10%				\$ 148,500.00

DESIGN DOCUMENTS AND CONSTRUCTION ADMINISTRATION				
BASE BID				\$ 56,400.00
ALTERNATE #1				\$ 22,300.00
ALTERNATE #2				\$ 35,100.00
ALTERNATE #3				\$ 76,200.00
TOTAL				\$ 190,000.00



PROPOSED UPPER FLOOR PLAN

DATE	BY	REVISION



TIPTON CITY HALL REMODEL 2026
CITY OF TIPTON, IOWA

PROPOSED PLANS - BASE BID & ALTERNATE #1

SHEET NO.	###
PROJECT	A1

AGENDA ITEM

AGENDA INFORMATION

TIPTON CITY COUNCIL COMMUNICATION

DATE:	3/2/2026
AGENDA ITEM:	Discussion and possible action concerning new proposal from CivicPlus to replace the City's Website.
ACTION:	Motion to approve, deny or table

SYNOPSIS: A follow-up discussion was held with Richie Allencaster, Account Executive with CivicPlus regarding updating pricing and scope of services.

CivicPlus is recognized as the leading and most widely municipal technology vendors in the US, specializing in local municipal governments.

Website Investment Packages

- **Option One:**

Premium Website with Department Header for Grow Tipton with Business Directory

Initial Investment Year One: **\$10,296**

Annual Fee Starting in Year Two: **\$7,060**

- **Option Two:**

Premium Website No Department Header for Grow Tipton* with Business Directory

Initial Investment Year one: **\$6,754**

Annual Fee Starting in Year Two: **\$6,122**

- **Option Three**

Standard Website No Department Header for Grow Tipton* with Business Directory

Initial Investment Year one: **\$5,073**

Annual Fee Year two: **\$5,014**

* **“No Department Header for Grow Tipton”** means that Grow Tipton will still be provided, but it will be accessed by a button the website's Home Page rather than being set-up as its own website.

Examples of Premium and Standard websites will be presented at the March 2 Council meeting.

Annual Fee Reduction Details

The reduction in annual fees also reflects the following adjustments:

- Elimination of the **Mass Notification Platform** (previously \$3,000 annually)

Annual Fee Inclusions

Reduced the annual uplift from 5% to 3%, resulting in a fixed 3% annual increase to the annual fee.

Software Updates

- Quarterly software updates to improve the website software, pushing out new features, like the new the AI editor

Training

- Staff will be trained up during implementation, with the redesigned website before launch.
- Additional training sessions are available at \$180 per session, for new staff that needs to be trained up from ground zero.

Customer Support Services

- Online ticket submission with response time within 3-4 hours
- Access to an online Help Center with thousands of user guides (e.g., adding images, creating pages, content management)
- Telephone support is available from 7 am – 7 pm Central Time
- After-hours emergency support at no additional cost
- Live chat support
- Assigned Customer Success Manager

ADA Website Standards

- New DOJ ruling requires websites are incompliant with ADA guidelines The **U.S. Department of Justice (DOJ)** *did* issue a **final rule under Title II of the Americans with Disabilities Act (ADA)** in 2024 requiring **state and local government websites and mobile apps** to meet defined accessibility standards — specifically the **Web Content Accessibility Guidelines (WCAG) 2.1 Level AA** — by upcoming deadlines (April 2026/2027). This is a binding legal requirement for those public entities.

- CivicPlus will launch the website highly compliant to the ADA, and they'll include built in guardrails to remain compliant (for example, making sure CivicPlus has descriptions on images, headers in the correct order.)

Account Management & Performance Review

- Dedicated Account Manager
- Customer Success Manager
- Biannual analytics review with Account Manager

Security & Hosting

- Secure hosting services
- Ongoing platform security management through Guardian Cloudflare

BUDGET ITEM:

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Approve, Deny or Table

ATTACHMENTS: Quotes for three packages

DATE PREPARED: 2/26/2026



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-118204-1
2/25/2026 2:02 PM
3/18/2026

Client:
City of Tipton, IA

Bill To:
TIPTON CITY, IOWA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Richie Allencaster		ricardo.allencaster@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Premium Department Header Implementation - Municipal Websites	Premium Department Header Implementation
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup: https://www.tiptoniowa.org/
1.00	Municipal Websites Central : Starter Premium Implementation	Central Starter Premium Implementation includes virtual group system training - up to two 3-hour blocks for up to 3 users, migration of up to 150 pages of content and the current year plus two previous years of simple meeting agendas and minutes.

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Municipal Websites Central: AI Editing Assistant	AI Editing Assistant is an optional CivicPlus Municipal Websites Central feature that lets authorized users create and improve content using integrated AI tools to generate, summarize, rewrite, and polish text across supported fields.

QTY	PRODUCT NAME	DESCRIPTION
1.00	Premium Department Header Annual Fee - Municipal Websites	Premium Department Header Annual Fee: Department Name
1.00	Municipal Websites Central : Resource Directory Module Annual Fee	Municipal Websites Central: Resource Directory Module Annual Fee
1.00	Municipal Websites Central: Starter Premium Annual Fee	Municipal Websites Central: Starter Premium Annual Fee
1.00	Municipal Websites Central: Starter Hosting and Security Annual Fee	Municipal Websites Central: Module Based Hosting and Security Annual Fee
1.00	Municipal Websites Central: Starter Guardian Security (Cloudflare WAF/CDN)	Starter Cloudflare Tier 1 WAF/CDN security protection
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: https://www.tiptoniowa.org/
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: https://www.tiptoniowa.org/

List Price - Initial Term Total	USD 13,275.00
Total Investment - Initial Term	USD 10,296.90
Annual Recurring Services (Subject to Uplift)	USD 7,060.00

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	50% invoiced on signature date and 50% invoiced 6 months from signature date or completion of implementation, if earlier

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	3% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-118204-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

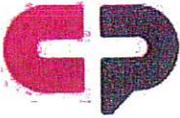
Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



CivicPlus

302 South 4th St, Suite 500
 Manhattan, KS 66502
 US

Quote #:
Date:
Expires On:

Statement of Work
 Q-118258-1
 2/26/2026 12:23 PM
 4/27/2026

Client:
 City of Tipton, IA

Bill To:
 TIPTON CITY, IOWA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Richie Allencaster		ricardo.allencaster@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup: https://www.tiptoniowa.org/
1.00	Municipal Websites Central : Starter Premium Implementation	Central Starter Premium Implementation includes virtual group system training - up to two 3-hour blocks for up to 3 users, migration of up to 150 pages of content and the current year plus two previous years of simple meeting agendas and minutes.
1.00	Municipal Websites Central : Starter 1 Hour Training/ Consulting	Municipal Websites Central : Starter 1 Hour Training/Consulting

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Municipal Websites Central: Starter Premium Annual Fee	Municipal Websites Central: Starter Premium Annual Fee
1.00	Municipal Websites Central: Starter Hosting and Security Annual Fee	Municipal Websites Central: Module Based Hosting and Security Annual Fee

QTY	PRODUCT NAME	DESCRIPTION
1.00	Municipal Websites Central: Starter Guardian Security (Cloudflare WAF/CDN)	Starter Cloudflare Tier 1 WAF/CDN security protection
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: https://www.tiptoniowa.org/
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: https://www.tiptoniowa.org/
1.00	Municipal Websites Central : Resource Directory Module Annual Fee	Municipal Websites Central: Resource Directory Module Annual Fee

List Price - Initial Term Total	USD 8,197.00
Total Investment - Initial Term	USD 6,754.00
Annual Recurring Services (Subject to Uplift)	USD 6,122.00

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	50% invoiced on signature date and 50% invoiced 6 months from signature date or completion of implementation, if earlier

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	3% to be applied in year 2

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Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-118259-1
2/26/2026 12:23 PM
4/27/2026

Client:
City of Tipton, IA

Bill To:
TIPTON CITY, IOWA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Richie Allencaster		ricardo.allencaster@civicplus.com		Net 30

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One-time(s)

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1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup: https://www.tiptoniowa.org/
1.00	Municipal Websites Central : Starter Standard Implementation	Central Starter Standard Implementation includes virtual group system training - up to two 3-hour blocks for up to 3 users, migration of up to 150 pages of content the current year plus two previous years of simple meeting agendas and minutes.
1.00	Municipal Websites Central : Starter 1 Hour Training/ Consulting	Municipal Websites Central : Starter 1 Hour Training/Consulting

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Municipal Websites Central : Starter Standard Annual Fee	Municipal Websites Central : Starter Standard Annual Fee
1.00	Municipal Websites Central: Starter Hosting and Security Annual Fee	Municipal Websites Central: Module Based Hosting and Security Annual Fee

QTY	PRODUCT NAME	DESCRIPTION
1.00	Municipal Websites Central: Starter Guardian Security (Cloudflare WAF/CDN)	Starter Cloudflare Tier 1 WAF/CDN security protection
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: https://www.tiptoniowa.org/
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: https://www.tiptoniowa.org/
1.00	Municipal Websites Central : Resource Directory Module Annual Fee	Municipal Websites Central: Resource Directory Module Annual Fee

List Price - Initial Term Total	USD 6,239.00
Total Investment - Initial Term	USD 5,073.00
Annual Recurring Services (Subject to Uplift)	USD 5,014.00

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	50% invoiced on signature date and 50% invoiced 6 months from signature date or completion of implementation, if earlier

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	3% to be applied in year 2

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CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Premium = Custom Site
Standard = Template Site
Department Header = "mini website"
Business Directory = Directory for Businesses

WEBSITE PACKAGES

Option 1:

PREMIUM WEBSITE w/ Department Header for
GrowTipton w/ Business Directory

Initial Investment Yr1: \$10,296

Annual Fee Yr2 : \$7,060

Option 2:

PREMIUM WEBSITE NO Department Header for
GrowTipton w/ Business Directory

Initial Investment Yr1: \$6,754

Annual Fee Yr2: \$6,122

Option 3 :

STANDARD WEBSITE NO Department Header for
GrowTipton w/ Business Directory

Initial Investment Yr1: \$5,073

Annual Fee Yr2: \$5,014

February 23, 2026

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

RE: **Agreement for Professional Services
City of Tipton
Montgomery Drive Improvements Phase 2 Study
Project No.: 26049**

Dear Mr. Wagner:

It's an exciting time for the City of Tipton (Client) as you begin planning for construction of the Montgomery Drive Improvements (Phase 1) made possible by a 1-million-dollar Federal grant through the Miller-Meeks Congressional office. The next round of Federal grant application opportunities was announced to be in March 2026. Origin Design (Consultant) prepared the Phase 1 concept and cost estimate information utilized by Client staff for the successful grant funding. To fully develop the area, there are two remaining streets, a cul-de-sac and through street, (Phase 2) within the Montgomery Drive area that were not included in the grant application. See attached Exhibit showing the project areas. This agreement includes preparing a concept plan and budgetary cost estimate information for Phase 2 to be ready for the March 2026 application period. We are grateful for the opportunity to contribute to this effort and look forward to partnering with you.

Project Description

The Consultant will utilize information from the previous Phase to develop Phase 2 concept plans for street layouts, water main, sanitary sewer, storm sewer, mass grading and erosion control. Budgetary cost estimates will be prepared for the above improvements. Collaboration with Client staff for both layout and grant application narrative will be provided.

Basic Scope of Services

The following list of services will be provided by or under the direct personal supervision of a Professional Engineer licensed to practice in the State of Iowa.

A. Concept Plan and Budgetary Estimate

1. Meet with Client staff one (1) time to identify project footprint including street alignments and utility layout.
2. Prepare a conceptual site layout in plan view of the Phase 2 site clearly showing the location of the residential subdivision streets, utilities, mass grading and erosion control.
3. Prepare itemized budgetary cost estimate and summary for Phase 2 improvements.
4. Submit conceptual layout to Client for evaluation and approval.
5. Teams with Client staff to review.
6. Modify concept plan and associated estimate of probable construction cost per Client comments.
7. Provide support to Client staff entering application information to the website location to be identified by the Miller-Meeks Congressional office.

Client's Responsibilities

1. Designate a person to act as Client's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define Client's policies and decisions with respect to Consultant's services for the project.
2. Provide all criteria and full information as to the Client's requirements for the project, including design objectives and constraints, performance requirements, and any budgetary limitations, and furnish copies of all design and construction standards which the Client will require to be included.
3. Assist Consultant by placing at Consultant's disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
4. Furnish to Consultant, as required for performance of Consultant's Scope of Services (except to the extent provided otherwise under Scope of Services), all of which Consultant may use and rely upon in performing services under this agreement, the following:
 - a. Data prepared by or services of others including without limitation borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests, and inspections of samples, materials, and equipment, as may be available;
 - b. Appropriate professional interpretations of all of the foregoing;
 - c. Environmental assessment and impact statements as may be available;
 - d. Property, boundary, easement, right-of-way, topographic, and utility surveys;
 - e. Property descriptions;
 - f. Zoning, deed, and other land use restrictions;
 - g. Other special data or consultations not covered in the scope of services;
5. Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform his services under this agreement.
6. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
7. Furnish approvals and permits as may be required from the Client.
8. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the project, such legal services as Client may require or Consultant may reasonably request with regard to legal issues pertaining to the project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the work.
9. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or nonconformance in the work of any Contractor.

Optional Professional Services

The Consultant can perform any of the following items under a separate agreement or amendment.

1. Field topographic survey.
2. Preliminary and Final Platting.

3. Construction Plans and documentation.
4. Preparation of any plats such as: easement plats, vacation of easements, or plats of survey.
5. Permit application preparation. The Client shall be responsible for the payment of all permit, publishing, and application fees.
6. Construction Staking.
7. Construction Administration, which includes preparation of bidding documents, solicitation of bids from contractors, preparation and administration of contracts, preparation of partial or final pay requests, and certification of substantial completion of the project.
8. Construction Inspection and Material Testing. This would include, but not be limited to, moisture and density control for grading, observation of utility installation, concrete testing for pavements, curb and gutters, and buildings.
9. Design of any retaining walls.
10. Design of and specifications for any required sewage handling pumps.
11. Preparation of a Statement of Probable Construction Cost.

Compensation

Origin Design proposes to complete the Scope of Professional Services as follows:

- A. **Concept Plan and Budgetary Estimate:** For a Lump Sum Fee of \$5,000.00 (Five thousand dollars and zero cents).

The Lump Sum includes compensation for Consultant's services and services of Consultant's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).

In addition to the Lump Sum, Consultant is also entitled to reimbursement from Client for the Reimbursable Expenses listed in Appendix 1 as applicable.

Project Schedule

It is anticipated that the Concept and Estimate deliverables can be submitted to the Client for review within fifteen (15) working days of the receipt of a signed Agreement.

General Terms and Conditions

The attached General Terms and Conditions are a part of this Agreement. This agreement is valid for 30 days from the date it was issued. If the services and fees defined in this agreement are acceptable, please return one signed copy to our office. I will be reaching out to you in the next few days to address any questions or concerns. If you'd like to speak to me in the meantime, please feel free to contact me at on my direct line 563.556.2464 or via email at jon.lutz@origin.design.com. Again, thank you for this opportunity to be of service.

Sincerely,

Origin Design Co.



Jon Lutz, PE
Senior Civil Engineer



Lauren Ray, PE, SE
Vice President/Secretary

I hereby accept this Agreement and General Terms and Conditions and authorize this work.

FOR: **City of Tipton**

Authorized Signature

Date

Typed or Printed Name

The following General Terms and Conditions shall apply to the attached Agreement for Professional Services between Origin Design Co., herein referred to as the Consultant, and the Client identified in the attached Agreement.

General Terms and Conditions

1. Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's service.

2. Client Responsibilities

The Client shall provide all criteria and full information with regard to his or her requirements for the Project and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the schematic design phase, design development phase, and contract documents phase. These approvals shall include an authorization to proceed to the next phase.

3. Additional Services

Services beyond those outlined in the agreement may be required or be required as a result of unforeseen circumstances. The Consultant under terms mutually agreed upon by the Client and the Consultant may provide these services.

4. Compensation

For the scope of services agreed upon, the Client agrees to pay the Consultant the compensation as stated. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. Payment of any invoice indicates Client's acceptance of the Agreement and these Terms and Conditions. Payment of invoice is in no case subject to unilateral discounting, back-charges, or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party. A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowed by law on the then outstanding balance of Past Due accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

5. Insurance

The Consultant shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect the Consultant from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the Consultant's services under this Agreement, and from claims under the Worker's Compensation Acts. The Consultant shall, if requested in writing, issue a certificate confirming such insurance to the Client.

6. Hold Harmless

The Client and the Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

7. Limitation of Liability

In recognition of the relative risks, rewards and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, the Consultant's and the Consultant's Officers, Employees', Agents', Directors', Shareholders' and Representatives' (hereinafter collectively "Consultant's Group") total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement or arising out of services performed pursuant to this Agreement from any cause or causes, shall not exceed the amount of the Consultant's fee. Such causes include, but are not limited to, the Consultant Group's negligence, errors, omissions, strict liability, breach of

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contract or breach of warranty. Further, no claim may be brought against Consultant's Group, in contract or in tort or otherwise, more than two (2) years after the cause of action arose. The Client's sole and exclusive remedy under this Agreement for any claim, demand or suit shall be directed or asserted only against Consultant and not against other members of Consultant's Group and shall be limited to the recovery as specifically set forth herein.

8. Immunity of Individuals

It is agreed that the Consultant's Officers, Employees, Agents, Directors, Shareholders and Representatives shall not be individually liable for negligence, errors, omissions, strict liability, breach of contract or breach of warranty or any other claims arising out of or related to services performed under this Agreement and shall not be named as a party in any action brought related to the services performed pursuant to this Agreement. Further, the Consultant's Officers, Employees, Agents, Directors, Shareholders and Representatives (even if identified by name in this agreement) shall not be deemed or named a party to any action brought under this Agreement.

9. Betterment

If, due to the Consultant's omission, a required item or component of the project is omitted from the Construction Documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original Construction Documents.

10. Default

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

11. Dispute Resolution

The Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this agreement.

12. Instruments of Service

All documents including calculations, computer files, drawings, and specifications prepared by the Consultant pursuant to this Agreement are instruments of professional service intended for the one time use in construction of this project. They are and shall remain the property of the Consultant. Any re-use without written approval or adaptation by the Consultant shall be at the Client's sole risk and the Client agrees to indemnify and hold the Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse of documents by the Client and by others acting through the Client.

13. Official Documents

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format or text, data, graphic, or of other types that are furnished by the Consultant to the Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, the Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the Consultant at the beginning of this project.

14. Electronic Data

The delivery of electronic information to Contractors is for the benefit of the Owner for whom the design services have been performed. Nothing in the transfer should be construed to provide any right of the Contractor to rely on the information provided or that the use of the electronic information implies the review and approval by the Design Professional of the information. Electronic information is drawings, data, modeled data, or computational models. It is our professional opinion that this electronic information provides design information current as of the date of its release. Any use of this information is at the sole risk and liability of the user who is also responsible for updating the information to reflect any changes in the design following the preparation date of this information. The transfer of electronic information is subject to the approval of the Design Professional. Depending upon the type of information requested, and the format, a fee may be required for acquisition of the data, payable to the Design Professional. Contractors are required to submit a request in writing to the Design Professional indicating the type and format of the information requested. The Design Professional will make a reasonable effort to determine whether or not the information can be provided as requested, and the fee for providing the information.

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15. Artificial Intelligence

The Consultant may use artificial intelligence (AI) as a resource during the course of this work.

16. Construction Phase Services

If this Agreement provides for any construction phase services by the Consultant, it is understood that the Contractor, not the Consultant, its agents, employees, or sub-consultants, is responsible for the construction of the project, and that the Consultant is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures employed by the Contractor.

17. Opinions of Probable Construction Cost

When included in the Consultant's scope of services, opinions of probable construction cost are prepared on the basis of the Consultant's experience and qualifications and represent the Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others; over contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the Consultant's opinions of probable construction cost.

18. Binding Agreement

The Client and the Consultant each binds himself or herself, partners, successors, executors, administrators, assigns, and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.

19. Assignment and Waiver

Neither the Client nor the Consultant shall assign, sublet, or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates, and sub-contractors, as he or she may deem appropriate to assist in the performance of services hereunder.

20. Hazardous Materials

It is acknowledged by both parties that the Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste, or radioactive materials. The Client acknowledges that the Consultant is performing professional services for the Client and the Consultant is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

21. Termination

The Client may terminate this Agreement with seven days (7) prior written notice to the Consultant for convenience or cause. The Consultant may terminate this Agreement for cause with seven (7) days prior written notice to the Client. The Client is obligated to pay for all services rendered up to the date the Consultant receives the written notice of intent to terminate. Failure of the Client to make payments when due shall be cause for suspension of services or ultimately termination, unless and until the Consultant has been paid in all full amounts due for services, expenses, and other related charges.

22. Purchase Orders

This Agreement supersedes all terms and conditions contained on a purchase order typically procuring products. It is understood by both parties upon execution of this agreement that if a purchase order is issued, it is for accounting purposes only. Purchase order terms and conditions are void and are not a part of our agreement.

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Specs/Reports (up to 25 Pages)	\$5.00 each
Specs/Reports (Over 25 Pages)	\$10.00 each
Copies (Black/White)	\$0.05 per page
Copies (Color)	\$0.10 per page
Plots (Up to 15 sheets)	\$10.00 each
Plots (Over 15 sheets)	\$20.00 each
Flash Drive	\$10.00 each
Binder	\$5.00 each
Comb Binding	\$1.00 each
Cover Stock	\$0.20 per page
GPS Equipment	\$15.00 per hour
Robotic Survey Equipment	\$15.00 per hour
Air/Slump/Beams	\$100.00 Each
Air/Slump/Cylinders	\$75.00 Each
Air/Slump	\$50.00 Each
Mailing/UPS	At Cost
Mileage - Reimbursement	IRS Rate (\$0.72 per mile)
Mileage - Survey Vehicle	\$0.75 per mile
Travel Expenses, Lodging & Meals	At Cost
Traffic Counting Equipment	At Cost
Trimble Scanner	\$30.00 per hour
Boat Rental (Small with trolling motor)	\$125.00 per day
Boat Rental (Large motorized boat)	\$200.00 per day
Gator	\$120.00 per day
Architectural Scanner	\$50.00 per hour

Client Name
CITY OF TIPTON

Project Name
WATER TREATMENT FACILITY

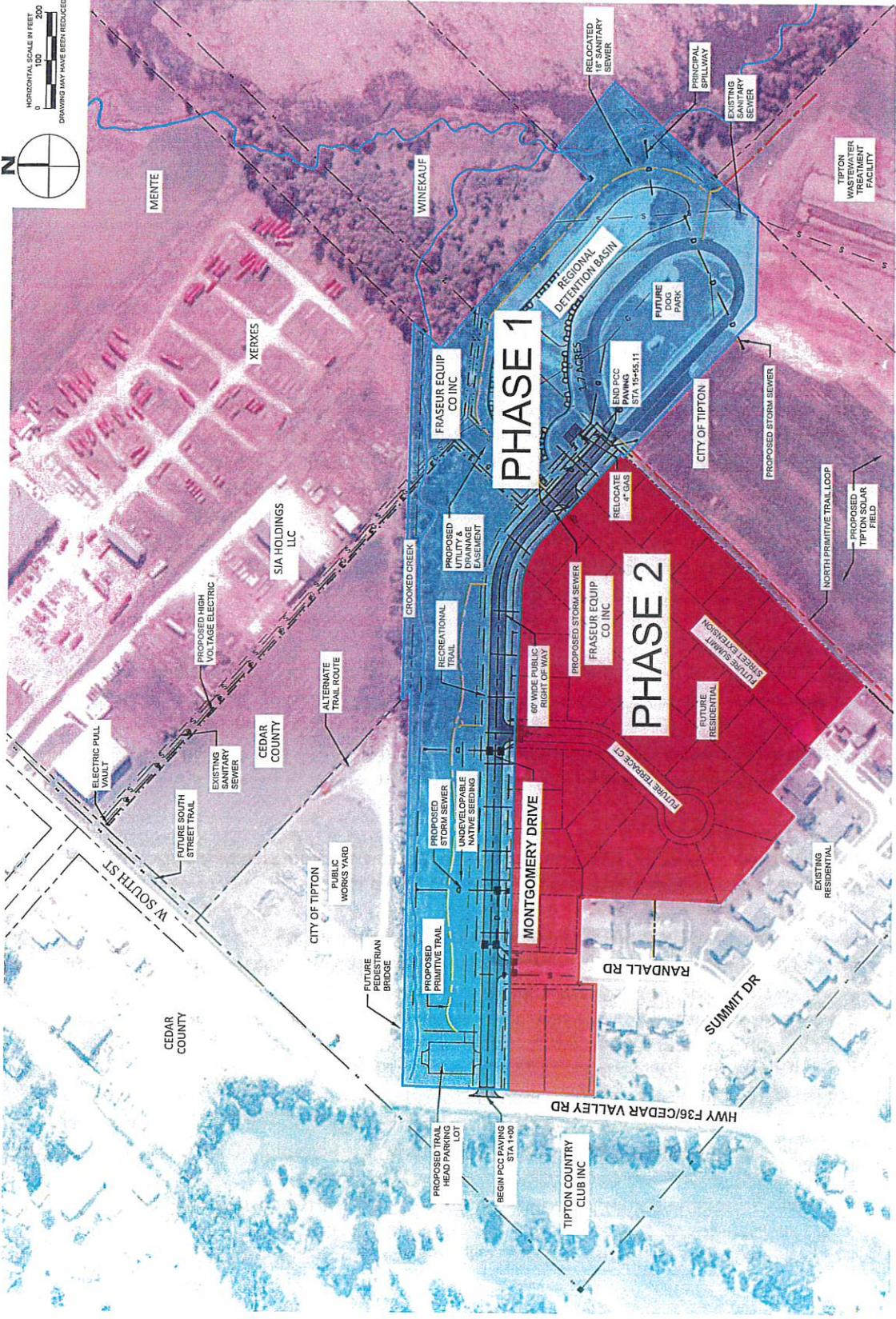
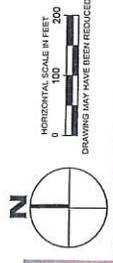
Location / Description
TIPTON, IA

Revisions	Rev	Description
	6/20/19	Project Manager JHL Issued For Construction
	5/27/19	Project Engineer JHL Issued For Bidding
		Date

Sheet Title
PROPOSAL EXHIBIT

PROPOSAL EXHIBIT

EX 1



PROPOSAL EXHIBIT

February 25, 2026

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

RE: **Agreement for Professional Services**
City of Tipton - Lemon St. and West 7th St. Intersection Study
Project No.: 25216

Dear Mr. Wagner:

Through recent community engagement, Tipton residents identified the intersection of Lemon Street and West 7th Street as a primary area of concern, particularly regarding its role as the main access to the local elementary and middle schools. This intersection requires a design that balances high-volume traffic with student and pedestrian safety. Origin Design (Consultant) is excited to assist the City of Tipton (Client) in evaluating the concepts generated by this visioning process. Our goal is to refine these ideas and explore additional engineering alternatives that encourage a safe, efficient environment for Tipton's students and residents. We are grateful for the opportunity to contribute to this effort and look forward to partnering with you.

Project Description

Consultant's team will rely on the input of Client staff and other community members in addition to in-house experience with the corridor to identify and refine up to two (2) proposed concepts aimed to improve the intersection's function(s). Once the two concepts have been developed the Consultant will assemble budgetary Opinion of Probable Construction Costs (OPCC) for the recommended improvements and present them to the Tipton City Council for consideration.

Basic Scope of Services

The following list of services will be provided by or under the direct personal supervision of a Professional Engineer licensed to practice in the State of Iowa.

A. Concept Identification and Budgetary Recommendations

1. Data Collection and Background Review: Compile and analyze essential site data, including existing roadway and sidewalk geometry, approximate right-of-way (ROW) limits, aerial imagery, and LiDAR-derived ground elevations to establish a project baseline.
2. Visioning Document Analysis: Perform a technical evaluation of the intersection improvement concepts proposed in the 2025 Visioning Document to determine their feasibility and alignment with current engineering standards.
3. Alternative Component Identification: Identify additional safety and operational enhancements, focusing on optimized roadway geometry, ADA-compliant pedestrian access, and modernized traffic control configurations.
4. Initial Stakeholder Engagement (Virtual): Facilitate a review meeting with Client staff and project stakeholders to present preliminary findings and capture operational insights regarding traffic patterns during school peak hours (drop-off/pick-up) and special events.

5. Conceptual Intersection Alternatives Analysis and Estimating: Develop two (2) refined intersection alternatives based on staff feedback. This task includes the creation of conceptual layout exhibits and the preparation of an OPCC for each alternative. The exhibits will contain two-dimensional concept drawings of alternatives to establish a basis for the OPCC. The OPCC will be budgetary (preliminary) in nature.
6. Progress Review Meeting (Virtual): Conduct a second working session with Client staff to evaluate the two refined concepts, review the associated OPCC's, and confirm the preferred direction
7. Final Refinement: Incorporate minor revisions into the conceptual layouts and OPCC based on Client feedback.
8. City Council Presentation: Prepare for and attend one (1) Tipton City Council meeting to present the finalized intersection alternatives and budgetary findings for formal consideration and feedback.

Client's Responsibilities

1. Designate a person to act as Client's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define Client's policies and decisions with respect to Consultant's services for the project.
2. Provide all criteria and full information as to the Client's requirements for the project, including design objectives and constraints, performance requirements, and any budgetary limitations, and furnish copies of all design and construction standards which the Client will require to be included.
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 - b. Appropriate professional interpretations of all of the foregoing;
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7. General Administration of the Construction Contract, which includes preparation of bidding documents, solicitation of bids from contractors, preparation and administration of contracts, preparation of partial or final pay requests, and certification of substantial completion of the project.
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Compensation

Origin Design proposes to complete the Scope of Professional Services as follows:

- A. **Concept Plan and Budgetary Recommendations** For a Lump Sum Fee of \$9,000.00 (Nine thousand dollars and zero cents).

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Project Schedule

It is anticipated that the Concept and Estimate deliverables can be submitted to the Client for review within fifteen (15) working days of the receipt of a signed Agreement.



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Sincerely,
Origin Design Co.

A handwritten signature in black ink that reads "Andy Goedken".

Andy Goedken, PE
Municipal Engineer

A handwritten signature in black ink that reads "Lauren Ray".

Lauren Ray, PE, SE
Vice President/Secretary

I hereby accept this Agreement and General Terms and Conditions and authorize this work.

FOR: **City of Tipton**

Authorized Signature

Date

Typed or Printed Name

The following General Terms and Conditions shall apply to the attached Agreement for Professional Services between Origin Design Co., herein referred to as the Consultant, and the Client identified in the attached Agreement.

General Terms and Conditions

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contract or breach of warranty. Further, no claim may be brought against Consultant's Group, in contract or in tort or otherwise, more than two (2) years after the cause of action arose. The Client's sole and exclusive remedy under this Agreement for any claim, demand or suit shall be directed or asserted only against Consultant and not against other members of Consultant's Group and shall be limited to the recovery as specifically set forth herein.

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9. Betterment

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The Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this agreement.

12. Instruments of Service

All documents including calculations, computer files, drawings, and specifications prepared by the Consultant pursuant to this Agreement are instruments of professional service intended for the one time use in construction of this project. They are and shall remain the property of the Consultant. Any re-use without written approval or adaptation by the Consultant shall be at the Client's sole risk and the Client agrees to indemnify and hold the Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse of documents by the Client and by others acting through the Client.

13. Official Documents

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format or text, data, graphic, or of other types that are furnished by the Consultant to the Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, the Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the Consultant at the beginning of this project.

14. Electronic Data

The delivery of electronic information to Contractors is for the benefit of the Owner for whom the design services have been performed. Nothing in the transfer should be construed to provide any right of the Contractor to rely on the information provided or that the use of the electronic information implies the review and approval by the Design Professional of the information. Electronic information is drawings, data, modeled data, or computational models. It is our professional opinion that this electronic information provides design information current as of the date of its release. Any use of this information is at the sole risk and liability of the user who is also responsible for updating the information to reflect any changes in the design following the preparation date of this information. The transfer of electronic information is subject to the approval of the Design Professional. Depending upon the type of information requested, and the format, a fee may be required for acquisition of the data, payable to the Design Professional. Contractors are required to submit a request in writing to the Design Professional indicating the type and format of the information requested. The Design Professional will make a reasonable effort to determine whether or not the information can be provided as requested, and the fee for providing the information.

DUBUQUE OFFICE

137 Main Street, Ste. 100
Dubuque, Iowa 52001

origindesign.com

800 556-4491

15. Artificial Intelligence

The Consultant may use artificial intelligence (AI) as a resource during the course of this work.

16. Construction Phase Services

If this Agreement provides for any construction phase services by the Consultant, it is understood that the Contractor, not the Consultant, its agents, employees, or sub-consultants, is responsible for the construction of the project, and that the Consultant is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures employed by the Contractor.

17. Opinions of Probable Construction Cost

When included in the Consultant's scope of services, opinions of probable construction cost are prepared on the basis of the Consultant's experience and qualifications and represent the Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others; over contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the Consultant's opinions of probable construction cost.

18. Binding Agreement

The Client and the Consultant each binds himself or herself, partners, successors, executors, administrators, assigns, and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.

19. Assignment and Waiver

Neither the Client nor the Consultant shall assign, sublet, or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates, and sub-contractors, as he or she may deem appropriate to assist in the performance of services hereunder.

20. Hazardous Materials

It is acknowledged by both parties that the Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste, or radioactive materials. The Client acknowledges that the Consultant is performing professional services for the Client and the Consultant is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

21. Termination

The Client may terminate this Agreement with seven days (7) prior written notice to the Consultant for convenience or cause. The Consultant may terminate this Agreement for cause with seven (7) days prior written notice to the Client. The Client is obligated to pay for all services rendered up to the date the Consultant receives the written notice of intent to terminate. Failure of the Client to make payments when due shall be cause for suspension of services or ultimately termination, unless and until the Consultant has been paid in all full amounts due for services, expenses, and other related charges.

22. Purchase Orders

This Agreement supersedes all terms and conditions contained on a purchase order typically procuring products. It is understood by both parties upon execution of this agreement that if a purchase order is issued, it is for accounting purposes only. Purchase order terms and conditions are void and are not a part of our agreement.

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Specs/Reports (up to 25 Pages)	\$5.00 each
Specs/Reports (Over 25 Pages)	\$10.00 each
Copies (Black/White)	\$0.05 per page
Copies (Color)	\$0.10 per page
Plots (Up to 15 sheets)	\$10.00 each
Plots (Over 15 sheets)	\$20.00 each
Flash Drive	\$10.00 each
Binder	\$5.00 each
Comb Binding	\$1.00 each
Cover Stock	\$0.20 per page
GPS Equipment	\$15.00 per hour
Robotic Survey Equipment	\$15.00 per hour
Air/Slump/Beams	\$100.00 Each
Air/Slump/Cylinders	\$75.00 Each
Air/Slump	\$50.00 Each
Mailing/UPS	At Cost
Mileage - Reimbursement	IRS Rate (\$0.72 per mile)
Mileage - Survey Vehicle	\$0.75 per mile
Travel Expenses, Lodging & Meals	At Cost
Traffic Counting Equipment	At Cost
Trimble Scanner	\$30.00 per hour
Boat Rental (Small with trolling motor)	\$125.00 per day
Boat Rental (Large motorized boat)	\$200.00 per day
Gator	\$120.00 per day
Architectural Scanner	\$50.00 per hour

AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	FEB 27, 2026
AGENDA ITEM:	CORE & MAIN PURCHASE APPROVAL IN LEU OF MUNICIPAL SUPPLY
ACTION:	DISCUSSION/POSSIBLE ACTION

SYNOPSIS: SENSUS HAS DROPPED MUNICIPAL SUPPLY, DES MOINES, AS THE IOWA DISTRIBUTOR AND HAS NAMED CORE AND MAIN, GRIMES, AS THE NEW DISTRIBUTOR FOR THIS REGION. AS A RESULT, THE FEB 2ND COUNCIL VOTE APPROVING A MUNICIPAL SUPPLY QUOTE OF \$393,200.50 IS NOW NULL AND VOID AND MUST BE CHANGED TO CORE AND MAIN. CORE AND MAIN QUOTE WILL NOT BE AVAILABLE UNTIL TUESDAY MARCH 3RD. CORE AND MAIN HAS PROMISED IN WRITING TO PROVIDE THE EXACT MATERIAL AND SERVICES FOR EQUAL OR LESSER VALUE. TONIGHT, WE REQUEST YOUR YES VOTE TO APPROVE A SOON COMING QUOTE FROM CORE AND MAIN OF EQUALL OR LESSER VALUE, NOT TO EXCEED \$393,200.50

BUDGET ITEM: YES

RESPONSIBLE DEPARTMENT: WATER, ELECTRIC, GAS

MAYOR/COUNCIL ACTION:

ATTACHMENTS: POTENTIAL HAND OUT MATERIALS AT MEETING

PREPARED BY: BB

DATE PREPARED: 2/27/2026

Brian,

Per your Cities council packet page 46-47 (February 2nd council meeting packet), Core and Main is going to be honoring the pricing given to the City of Tipton by Municipal Supply. Tuesday 3/3 Core and Main will have a final quote and order whatever is needed once given the green light by the City. We are here to fully support you during this transition. Please reach out with any questions.

Have a great weekend,

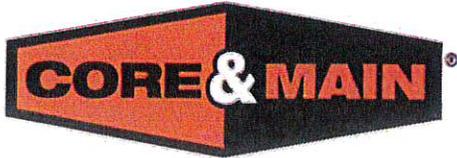
Hannah Peterson

Outside Municipal Sales Rep.

Core & Main

P: 557-777-9008

hannah.peterson@coreandmain.com





FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20²⁶, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and _____ City of Tipton _____, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ _____ program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of July 4th _____, 20²⁶ at approximately 9:30 _____ p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
 - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
 - ii. Protection of the display area by roping off or similar facility;
 - iii. Adequate police or security protection to prevent spectators from entering the display area; and
 - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requirement minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- The sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½ %) per month shall be added to the unpaid balance if the account is not paid in full with the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- \$ _____ in full by April 24th, 2026 _____ (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- \$ _____ in full by June 4th, 2026 _____ (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

III. LOYALTY PROGRAM

- a. Seller has in place a bonus system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional 5% 10% 15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of _____ or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.
A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.
- d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.
The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that

may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks for the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

- b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the course of Buyer's event.
- c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.

VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER

BUYER

BY: _____

BY: _____

ROLE: _____

ROLE: _____

J&M Displays, Inc.

ENTITY: _____

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.