City of Tipton, Iowa

Meeting:	**Tipton City Council Meeting**
Place:	**Tipton City Hall, 407 Lynn Street, Tipton, Iowa 52772**
Date/Time:	**July 15, 2013 – 5:30 PM**
Web Page:	**www.tiptoniowa.org**
Posted:	**July 12, 2013 (Front door of City Hall)**

Mayor:	Shirley Kepford	**City Manager:**	Chris Nosbisch
Council At Large:	David Fry	**City Attorney:**	Lowell Dendinger
Council At Large:	Pam Spear	**City Clerk:**	Lorna Fletcher
Council Ward #1:	Leanne Zearley	**Deputy City Clerk:**	Amy Lenz
Council Ward #2:	Dean Anderson	**D. of Public Works:**	Steve Nash
Council Ward #3:	Dawn Siech	**Chief of Police:**	Heath Holub

A. Call to Order – 5:30 PM

B. Roll Call

C. Pledge of Allegiance

D. Agenda Additions/Agenda Approval

E. Communications:

1. Unscheduled

If you wish to address the City Council on subjects pertaining to today's meeting agenda, please wait until that item on the agenda is reached. If you wish to address the City Council on an item **not** on the agenda, please approach the lectern and give your name and address for the public record before discussing your item.

F. Consent Agenda

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

1. Approval of City Council Minutes
2. Approval of Liquor License – Rhinos Grill
3. Accept June Water Report
4. Accept June Airport Board Minutes
5. Accept June Community Development Director's Report
6. Accept Clerk/Investment Reports
7. Library Board Appointments – Jim McCollough and Jennifer Schuett

G. Public Hearing

1. None

H. Ordinance Approval/Amendment

1. Ordinance #538 – Ordinance Amending Title V Public Order, Chapter 9 Junk and Junk Vehicles of the Tipton Municipal Code
    i. Motion to waive third reading and approve Ordinance #538 or proceed the third reading

I. Resolutions for Approval

1. None

J. Mayoral Proclamation

1. None

K. Old Business

1. Resolution Setting Salaries for the Appointed Officers and Employees of the City of Tipton, for Fiscal Year 2013-2014 (Tabled 7-01-13)

L. Motions for Approval

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Street Closure for Ridiculous Days – Rhino's Bar and Grill - Council Action as Needed
3. Discussion and Consideration of Airport Consulting Agreement – McClure Engineering – Council Action as Needed
4. Discussion and Consideration of Construction Review Agreement – WJE Architects – Tipton Aquatic Center – Council Action as Needed
5. Discussion and Consideration of Pay Application #7 – Tri City Electric – Council Action as Needed

M. Reports to be Received/Filed

1. None

N. Discussion Items (No Action)

1. 4th of July Review
2. Garbage Review

O. Reports of Mayor/Council/Manager

1. Mayor's Report
2. Council Reports
3. Committee Reports
4. City Manager's Report

P. Closed Session – Pursuant to Chapter 21.5 (1) I, the City Council may enter in closed session, "to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session."

1. Exit Closed Session - Consideration of Six Month Pay Increase for City Manager and Approval of Amended Contract - Council Action as Needed

Q. 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.

F. Consent Agenda

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July 1, 2013
Council Chambers
City Hall
Tipton, Iowa

The City Council of the City of Tipton, Cedar County, Iowa, met in regular session at 5:30 p.m. Mayor Kepford called the meeting to order. Upon roll being called the following named council members were present: Fry, Siech, Anderson, Spear and Zearley. Also present: Nosbisch, Fletcher, Holub, Kisling, Spangler, Wild, Goerdt, other visitors and the press.

Mayor Kepford led the meeting in the Pledge of Allegiance.

Agenda:
Motion by Zearley, second by Spear to approve the agenda as presented. Following the roll call vote the motion passed unanimously.

Communications & Reports:
Linda Beck, Cedar Manor, thanked the City Fire, Ambulance and Police Departments for helping with the Kid's Camp that was held at Cedar Manor. Beck recognized Jody Suchomel representing the Ambulance Service, Lisa Kepford representing the Police Department and Kevin Kofron representing the Fire Department for their participation. Beck said there were 58 kids that attended the camp bringing together two generations. Beck said two of the residents wanted to ride the fire truck so the volunteers lifted them up onto the truck to fulfill their wish.

Consent Agenda:
Motion by Anderson, second by Fry to approve the consent agenda which include the minutes from June 17, 2013, council meeting and goal setting session. Following the roll call vote the motion passed unanimously.

Public Hearing:
Public Hearing Amending Title V Public Order, Chapter 9, Junk and Junk Vehicles

Mayor Kepford opened the public hearing at 5:35 p.m. City Manager Nosbisch had two questions regarding the ordinance and said he would like to make a couple of changes and suggested moving to a second reading. Mayor Kepford closed the public hearing at 5:36 p.m.

Ordinance Approval/Amendment:
Ordinance No. 538, Amending Title V Property, Public Order, Chapter 9, Junk and Junk Vehicles

Motion by Siech, second by Spear to move to the second reading of Ordinance No. 538, the ordinance amending Title V Property, Public Order, Chapter 9, Junk and Junk Vehicles. Following the roll call vote the motion passed unanimously.

Resolutions for Approval:
Resolution Approving 070113, Setting Salaries for the Appointed Officers and Employees of the City of Tipton, Fiscal Year 2013-2014

Motion by Fry, second by Spear to table Resolution 070113, so that the staff can collect information from the League of Cities salary survey. Following the roll call vote the motion passed unanimously.

Resolution 070113A Setting Public Hearing Date, August 5, 2013, Urban Renewal Plan Amendment

Motion by Anderson, second by Zearley to approve Resolution 070113A, setting a public hearing date of August 5, 2013, for the Urban Renewal Plan amendment. Following the roll call vote the motion passed unanimously.

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Motion for Approval:

1. Claims List

AUS WATERLOO MC LOCKBOX	SCRAPER MAT	166.99
BALDWIN POLE IOWA CORP	22 POLES	5561.00
BUSINESS RADIO SALES AND S	PAGER REPAIR	130.26
CEDAR COUNTY AUDITOR	DISASTER SERVICES ASSESSMENT	24174.77
CEDAR COUNTY ECONOMIC DEVE	ECONOMIC DEVELOPMENT DUES	8632.00
CLARENCE LOWDEN SUN-NEWS &	FAC & REC ADS	420.00
COMMUNITY INSURANCE SERVIC	4TH OF JULY GENERAL LIABILITY	1250.00
CUSTOM BUILDERS INC	PHONE CHRIS	234.38
DIAMOND VOGEL PAINT CENTER	TRAFFIC PAINT	1731.50
DOMTAR	10 CASES PAPER	699.08
DUANE WHITEHALL	30 POTTED TREES	1000.00
ECIA	MEMBERSHIP DUES 1ST INSTLLMNT	901.88
ELECTRICAL ENGINEERING & EQPT	UNDERGROUND/ST LGHTS SUPPLIES	851.72
FARNER-BOCKEN COMPANY	CONCESSIONS	3316.66
FLETCHER-REINHARDT CO.	3 PENTA WRENCHES	939.46
FREEMAN LOCK & ALARM INC	RECONFIGURE ACCESS CNTRL-FIRE	85.00
G & K SERVICES	UNIFORMS EL/GAS	194.52
GRASSHOPPER LAWN CARE DBA	100 BAGS MULCH FOR PARK	510.00
GRAYBILL COMMUNICATIONS	PARTS #52	967.44
GREAT WESTERN SUPPLY CO	HAIR/BODY SOAP	103.60
HAWKEYE	PARTS #29	1465.35
INTEGRATED TECHNOLOGY PART	SERVICE ELECTRIC DEPT PHONE	511.50
ION EXCHANGE	SEEDING & UPLAND MIX	7626.91
IOWA LEAGUE OF CITIES	MEMBER DUES	1397.00
IOWA ONE CALL	LOCATES	84.60
JOHNSON COUNTY AMBULANCE	ALS SERVICE	200.00
KELLY TREE FARM	68 TREES @ VITENSE DITCH	500.00
KID AGAIN INFLATABLE FUN S	INFLATABLES FOR THE 4TH	1450.00
KIRKWOOD COMMUNITY COLLEGE	AEMT PRACTICAL EXAM - AMB	205.00
KOFRON BUILDERS INC	WORK TO COMPLETE ADA LIFTS	2372.43
KUNDE OUTDOOR EQUIPMENT	EQUIPMENT MAINT REPAIRS	98.44
LYNCH'S EXCAVATING INC	SEWER MAIN RPR SYC & 7TH	13130.75
MBR INC	NEW COMPRESSOR & REPAIRS	415.89
MEDIACOM LLC	INTERNET SERVICE - POLICE	59.95
MH EQUIPMENT CO	CYLINDER #26	2621.97
MUNICIPAL PIPE TOOL CO LLC	4309' JET CLEANING SAN SEWERS	2025.23
MUNICIPAL SUPPLY INC	116 ELECTRIC METERS	12640.00
P & E ENGINEERING CO	SUBSTATION CONVERSION	34301.75
PEPSI-COLA	CREDIT ON DRINK ORDERS	1896.28
PITNEY BOWES INC	TERM RENTAL CHARGES	417.78
POOL TECH MIDWEST INC	WASH GUNS - FAC	501.00
POWER LINE SUPPLY	3000' SWEETBRIAR WIRE	4307.82
RESCO	UNDERGROUND SUPPLIES	521.10
REXCO EQUIPMENT INC	FILTERS FOR SKIDSTEER	204.57
RK DIXON CO	COPIER CONTRACT CHARGE	33.02
S J SMITH WELDING SUPPLY	ARGON ANNUAL MAINT FEE-ELECT	74.58
SANDRY FIRE SUPPLY LLC	PULL ON BOOTS	440.91
SCHIMBERG CO	PARTS FOR SANITARY MANHOLE RPR	861.64
SHERMCO INDUSTRIES INC	GENERATOR CONTROL MODIFICATION	6430.00

SNYDER & ASSOCIATES INC	AIRPORT - EA	2545.94
SPAHN & ROSE LUMBER CO	KEYS	103.23
SPEEDCONNECT	WIRELESS SERVICE - AIRPORT	60.45
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	127.84
T & M CLOTHING CO.	26 SHIRTS FOR SWIM CLUB	299.35
TERRY DURIN COMPANY	1000' INNERDUCT	263.38
TIPTON ELECTRIC MOTORS	REPAIR BLOWER MOTOR - FAC	55.86
TIPTON STRUCTURAL FABRICAT	STEEL	27.96
TRANS-IOWA EQUIPMENT INC	GUTTER BROOM #25	168.85
TYLER TECHNOLOGIES INC	ANNUAL SOFTWARE MAINTENANCE	14847.73
UTILITY SALES & SERVICE IN	6 SADDLES - GAS	460.72
VERMEER SALES & SERVICE IN	SEAT ASSEMBLY & DIPSTICK	2038.02
WALMART COMMUNITY	2 INK CARTRIDGES - CNTRL GRG	196.40
WENDLING QUARRIES INC	5.3 TN SAND/10.79 TN STONE-ST	146.14
TOTALS		170830.05

	FUND TOTALS	
001	GENERAL GOVERNMENT	40,674.82
306	69 KV SUBSTATION PROJECT	40,731.75
314	WETLAND M ITIGATION PRJCT	8,126.91
600	WATER OPERATING	843.68
610	WASTEWATER/AKA SEWER REVE	804.09
630	ELECTRIC OPERATING	26,314.73
640	GAS OPERATING	1,622.08
660	AIRPORT OPERATING	2,606.39
670	GARBAGE COLLECTION	16,938.62
810	CENTRAL GARAGE	6,767.04
835	ADMINISTRATIVE SERVICES	25,399.94
GRAND TOTAL		170,830.05

Motion by Siech, second by Zearley to approve the claims list as presented. Following the roll call vote the motion passed unanimously.

2. Pay Application No. 6, Tri City Electric
Motion by Zearley, second by Siech to approve pay application No. 6, to Tri City Electric, in the amount of $36,337.77, for the substation project. Following the roll call vote the motion passed unanimously.

3. One-Time Sewer, Water Adjustment, 1200 North Avenue
Motion by Fry, second by Spear to approve the one-time water and sewer adjustment for 1200 North Avenue, reducing the water and sewer portion of the bill to $16.21 each, resulting in a total reduction of $150.54. Following the roll call vote the motion passed unanimously.

4. Cellular Phone Service, U.S. Cellular, Verizon WSCA Contract

Nosbisch said that by moving to the Verizon WSCA Government Contract the monthly savings could be as much as $300.00. Motion by Siech, second by Anderson to approve converting the City's cell service from U.S. Cellular to Verizon's WSCA government contract. Following the roll call vote the motion passed unanimously.

5. Contract Knuth Law Office, Real Estate Transition
Motion by Zearley, second by Spear to approve the recommendation of the City's attorney and hire Knuth Law Office to represent the City in regards to a real estate transaction, with a contract not to exceed $5,000.00. Following the roll call vote the motion passed unanimously.

6. Street Closure, 107 Meadow Lane

Motion by Spear, second by Zearley to approve the request from Jason Harmon to close the Meadow Lane cul-de-sac for a July 4th celebration, which has been approved by Police Chief Holub. Following the roll call vote the motion passed unanimously.

Discussion Items (No Action)

1. Zero Tolerance Policy, JKFAC

There have been issues with an individual intentionally fighting and causing injuries at the James Kennedy Family Aquatic Center. Because of this the person's privileges have been revoked for the year.

2. July 4th Update

Staff has been working on the areas for the parking and seating for the fireworks. Nosbisch thanked the community for the donations for the July 4th celebration. Nosbisch added that these changes were necessary because of safety issues and insurance coverage.

Reports of Mayor/Council/Committee/Manager:

Manager's Report

Hopes to have the scope of services identified within the next two weeks at the James Kennedy Family Aquatic Center.

There were more backups with the last rain and in places that we didn't see the last storm. Lines will be televised to be sure there is no system damage.

New light poles have been installed at the park. Electric Department will be working to replace the dirt in the trench that was lost in the last storm.

Cedar County has agreed to participate in the WENS Program with City and will be signing a 28E Agreement. With all of Cedar County onboard it will be a savings of $400.00 to the City.

Adjourn:

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

Meeting adjourned at 6:07 p.m.

_____

Mayor

Attest: _____

City Clerk/Finance Officer

WATER RESOURCES ®
Alliance
Professional Water and Wastewater Operations

Tipton Division

July 11, 2013

City of Tipton
Mr. Chris Nosbisch, City Manager
401 Lynn Street
Tipton, IA 52772

Dear Mr. Nosbisch:

Enclosed please find the City of Tipton's monthly report for the month of June, 2013. Please contact me if you have any questions.

Sincerely,

Alliance Water Resources
Mark Wild, Local Manager

Enclosure

cc: Bob Ross, Division Manager

WATER RESOURCES
Alliance
Professional Water and Wastewater Operations

OPERATIONS REPORT – Tipton

May, 2013

OPERATING DIVISIONS

MISSOURI

Atchison Wholesale Water Commission
Bonne Terre
Boonville
Bowling Green
Buchanan County #1
Cameron
Cape Girardeau
East Central Missouri Water & Sewer Authority
Elsberry
Franklin County #1
Franklin County #3
Henry County Water Company
Henry County #3
Lake Ozark/ Osage Beach
Lincoln County #1
Nevada
Parkville
Phelps County #2
Platte County #C-1
Ralls County #1
St. Charles County #2
Ste. Genevieve
Sedalia
Versailles

IOWA

Maquoketa
Tipton

Administrative

- None

Treatment

- Operations at the Water Plant, East & West Lagoons and Aquatic Center performed 7 days per week.
- The East and West Lagoons had a cBOD removal rate of 96% and 94% respectively. A removal rate of 85 % is required.
- Installed an exhaust fan at the East Lagoon blower building.
- The RPZ in the Water Plant and the West Lagoon tested.
- Both wells and the service pumps at the water plant inspected by Cahoy Well and Pump.

Collection/Distribution

- None

Customer Service

- Replaced a meter at 613 W 2nd St.

Project Updates

- Waiting for the new Lazy River Pool pump motor. It should be here the first part of July.

Safety

- The Safety Topic for the month was on Chlorine and Lab Safety.

Regulatory

- May Operation reports submitted to IDNR.
- Submitted DMR-QA 33 results.

Concerns for the Month

- Repairing the East Lagoon pumps.
- Waiting for the approval of the new Water Use Permit.

Positives for the Month

- All plants stayed in compliance.

Alliance WATER RESOURCES
Professional Water and Wastewater Operations

OPERATIONS REPORT – Tipton

WATER SUPPLY SYSTEM

	Well # 5	Well # 6	Plant / System
Total Gals. Pumped(MG)	5.237MG	6.274MG	9.985 MG
Ave run time/day	4.32 hrs.	4.78 hrs.	6.63 hrs.
Chlorine Used (gallons)			179
Fluoride Used (lbs.)			217
Polyphosphate Used (lbs.)			170
Min. Free Cl2 Residual (mg/l)			.57
Coliform Absent/Present			Absent

Testing

Total water test performed this month – 166 Three Total Coliform required per month.

Aquatic Center Information

Water used gal.	Filter wash water gal.	Chlorine added gal.	pH adjust - Acid added gal.
288,750	24,000	840	165

Testing

Total tests performed this month - 294

Wastewater Treatment

West Wastewater Treatment Plant Loading

Parameter	Unit
Hydraulic Loading	0.574 MG/Day
Organic Loading	309.63 lbs. cBOD/Day

NPDES Permit Compliance 1689001-001

Parameter	Monthly Average	Permit Limit
pH	7.77 min 8.06 max	6.0 (min) – 9.0 (max)
CBOD5	6.035 mg/l- 13.18 lbs.	25 mg/l – 238.0 lbs.
TSS	6.75 mg/l – 31.38 lbs.	80 mg/l – 761.0 lbs.
NH3-N	4.875 mg/l – 17.84 lbs.	20.0 mg/l –191.0 lbs.

Effluent from the West Lagoon met the compliance requirements of the NPDES permit.

East Wastewater Treatment Plant Loading

Parameter	Unit
Hydraulic Loading	0.219 MG/day
Organic Loading	73.0 lbs. cBOD/Day

East Wastewater Treatment NPDES Permit Compliance 1689002-001

Parameter	Monthly Average	Permit Limit
pH	7.86 min 8.05 Max	6.0(min) - 9.0(max)
CBOD5	2.0 mg/l – 3.732 lbs.	25 mg/l – 125 lbs.
TSS	2.6 mg/l – 4.0 lbs.	80 mg/l – 400 lbs.
NH3-N	2.5 mg/l – 3.5 lbs.	20 mg/l – 285.0 lbs.
Chloride	137 mg/l – 151 lbs.	n/a

Effluent from the East Lagoon met the compliance requirements of the NPDES permit.

Testing

Total Wastewater tests performed this month – 221

Tipton Airport Committee Meeting

March 22th, 2013 -7:01 at the terminal, Mathews Memorial Airport, Tipton, Iowa.

Jim Rohlf called the meeting to order with a roll call. Those present: Jim Rohlf, Sandy Gleaves, Dave Kruse, Max Coppess, Jerry Goldsmith, and Pam Spear. Scott Pearson was present as a guest. Andy and Derrick from Mcclure Engineering Company were also present for a presentation. The minutes from the last meeting were accepted with a motion by Max and a second by Sandy. The agenda was approved and passed with a motion from Pam and a second by Dave.

Derrick introduce Andy and presented a list of airport they have worked at, mostly GA woth some work at Fort Dodge and now Davenport. They will facilitate communications with the committee and the city and are familiar with budgets and plans. Andy works at the Clive office and the have a field office in North Liberty with Kevin doing field services. Our main contact will be Derrick. He provided land acquisition documents to the committee members for our review. His firm will be completing a brochure for the council on the complete project.

Jerry asked Derrick if our original design was good. Derrick responded that he agreed with the work that had be done. He also stated his company will improve the services provided and likes to work directly with property owners to develop trust and provide needed information. He said the Feds would like to make one big purchase but he thought they would accept some piece meal purchases. He indicated they have a on call contract with the City and billing would be preapproved. Zoning needs to be completed before continuing and Mclure with help move that forward. Derrick ended his presentation. At that point Jerry and Sandy left the meeting and Mike Moes came in.

Max indicated he didn't like the high insurance cost of airport day and didn't know if EAA may cover a fly-in. He said if there was enough interest he would continue. Scott offered to check in with the EAA.

Jim reported the mowing agreement needs to be rebid and a wire was broken on the taxiway light. The electrician has been called.

With no other business to discuss, a motion to adjourn was presented by Pam with a second by Max. Meeting closed.

Respectfully submitted by Dave Kruse.

This meeting is usually held the 2nd Tuesday at the airport terminal and is always open to the public. Minutes are posted on the bulletin board inside the terminal.

Tipton Airport Committee Meeting

March 22th, 2015 - 7:00 at the terminal Mathews Memorial Airport, Tipton, Iowa.

Jim Kroll called the meeting to order with a roll-call. Those present: Jim Kroll, Sandy Gleaves, Dave Kruse, Max Coppess, Jerry Goldsmith, and Tom Spencer. Scott Barnson was present as a guest. Andy and Derrick from Meduna Engineering Company were also present for a presentation. The minutes from the last meeting were accepted with a motion by Max and a second by Sandy. The agenda was approved and passed with a motion from Pat and a second by Dave.

Derrick introduce Andy and presented a list of changes they have received at most by Corp work at Fort Dodge and new Davenport. They will facilitate communications with the contractor and the city and are familiar with budgets and plans. Andy works at the Clive office and the have a field office in North Liberty with Kevin doing field services. Our main contact will be Derrick. He provided land acquisition documents to the committee members for our review. His firm will be completing a brochure for the council on the complete project.

Jerry asked Derrick if our original design was good. Derrick responded that he agreed with the work that had be done. He also stated his company will improve the services provided and likes to work directly with property owners to develop trust and provide needed information. He said the Feds would like to make one big purchase but he thought they would accept some piece meal purchases. He indicated they have a on call contract with the City and billing would be preapproved. Zoning needs to be completed before continuing and Melino with help move that forward. Derrick end of his presentation. At that point Jerry and Sandy left the meeting and Mike Moes came in.

Max indicated he didn't like the high insurance cost of airport dry and didn't know if EAA may cover a fly-in. He said it there was enough interest he would continue. Scott offered to check in with the EAA.

Jim reported the mowing agreement needs to be redid and a wire was broken on the taxiway light. The electrician has been called.

With no other business to discuss, a motion to adjourn was presented by Tom with a second by Max. Meeting closed.

Respectfully submitted by Dave Kruse.

This meeting is usually held the 2nd Tuesday at the airport terminal and is always open to the public. Minutes are posted on the bulletin board inside the terminal.

TIPTON COMMUNITY DIRECTOR REPORT – JULY 2013
ABBY KISLING

REPORT

- Finalized details for the Fourth of July celebration: advertising, vendors, sponsorships, ordering supplies, etc. I received a lot of positive feedback from the event especially regarding the parade and the fact there was no parking on Cedar Street. A total of $7,355 was raised through sponsorships and firework donations. Also, I mailed out thank you letters to sponsors and vendors and put a thank you ad in the Conservative.
- The Tipton website is about three weeks away from the start of entering the text. Spinutech will administer training for the new website.
- I have been working with Spinutech to get the email marketing system operating. I will be able to send out newsletters, email blasts and notifications with the program. As soon as the city changes email providers we will be able to implement this program.
- The TEDCO annual meeting is Thursday, July 25 and I have secured Mark Nolte and Eric Hanson of ICAD to be the guest speakers.
- The Tipton Revolving Loan Fund Program through USDA will cease on September 30, 2013. We currently have two applications in process, Tipton Adaptive Daycare and JabInk Designs. I filed the 2nd Quarter federal reports for the RLF program.
- Handling details for remaining Thursday Night on the Square events, July 18 & July 25.
- I have been organizing, cleaning and purging my office.
- I continue to reconcile and enter all the chamber financial information into QuickBooks, updating membership information and working on the chamber bucks process.
- I continue to update the Tipton Facebook page and local access station.

MEETINGS/EVENTS

June 3	Tipton City Council
June 4	Team Meeting/Fourth of July Meeting
June 6	Thursday Night on the Square
June 9	Open House at the Tipton Fire Station
June 12	Department Head
June 13	Tipton Chamber of Commerce Meeting
June 13	Thursday Night on the Square
June 13	Tipton Chamber of Commerce Meeting
June 17	Tipton City Council-Department Head Goal Setting with Council Members
June 18	Team Meeting
June 18	CDS Global Facility Tour
June 20	Thursday Night on the Square
June 20	Tipton Chamber of Commerce Annual Golf Outing
June 26	Department Head Meeting
June 26	EITA Annual Meeting, Fairfield
June 27	TEDCO Meeting
June 27	Thursday Night on the Square
July 1	Tipton City Council
July 2	Team Meeting

TIPTON COMMUNITY DIRECTOR REPORT – JULY 2013
ABBY KISLING

July 4	FOURTH OF JULY!
July 9	Lunch with ICAD, Mark Nolte and Eric Hanson
July 11-12	Abby Vacation-Office Closed
July 19	Abby Vacation-Office Closed
July 25	TEDCO Annual Meeting

MTD Treasurer's Report
as of June 30,3013

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	A/R NET CHANGE	M-T-D EXPENSES	A/P CHANGE	ENDING CASH BALANCE	Y-T-D INVSTMNTS	BALANCE WITH INVSTMNTS
001-GENERAL GOVERNMENT	69,266.40	69,158.55	0.00	277,472.00	15,212.07	-123,834.98	179,593.52	-123,834.98
002-COMMUNICATIONS - LOCAL AC	34,129.95	5.50	0.00	9.95	0.00	34,125.50	0.00	34,125.50
110-ROAD USE TAX FUND	160,384.23	24,772.67	0.00	0.00	0.00	185,156.90	130,000.00	315,156.90
112-TRUST AND AGENCY FUND	40,561.83	3,511.29	0.00	0.00	0.00	44,073.12	0.00	44,073.12
121-LOCAL OPTION TAX	129,240.82	18,633.55	0.00	0.00	0.00	147,874.37	0.00	147,874.37
125-TIF SPECIAL REVENUE FUND	82,098.06	1,356.83	0.00	35,034.50	0.00	48,420.39	76,818.83	125,239.22
160-ECONOMIC/INDUSTRIAL DEVEL	341,770.72	421.64	0.00	0.00	0.00	342,192.36	12,796.76	354,989.12
168-AQUATIC CENTER CAMPAIGN F	-607,329.12	0.00	0.00	0.00	0.00	-607,329.12	0.00	-607,329.12
187-UNEMPLOYMENT TRUST	8.67	0.00	0.00	0.00	0.00	8.67	0.00	8.67
189-LIBRARY TRUST FUND	2,765.55	26.16	0.00	0.00	0.00	2,791.71	0.00	2,791.71
190-P S SHARE FUND	15,898.51	319.61	0.00	0.00	0.00	16,218.12	0.00	16,218.12
191-AMBULANCE TRUST	8,293.28	0.00	0.00	0.00	0.00	8,293.28	0.00	8,293.28
192-FIRE ENTERPRISE TRUST	-1,257.07	15,423.78	0.00	0.00	0.00	14,166.71	0.00	14,166.71
202-ELECTRIC REVENUE BONDS	373,466.13	31.73	0.00	176,642.50	0.00	196,855.36	0.00	196,855.36
203-06 ELECTRIC SUBSTATION RE	575,358.04	65.25	0.00	170,606.25	0.00	404,817.04	0.00	404,817.04
204-WATER REVENUE BOND RESERV	90,110.52	10.52	0.00	24,865.00	0.00	65,256.04	0.00	65,256.04
205-GO FIRE TRUCK 2010	-37,610.64	0.00	0.00	0.00	0.00	-37,610.64	0.00	-37,610.64
208-WW/SEWER REVENUE BOND SIN	516,245.94	53.63	0.00	183,592.50	0.00	332,707.07	0.00	332,707.07
210-GO ST IMPROVEMENT NOTES	103,688.70	731.48	0.00	101,106.25	0.00	3,313.93	0.00	3,313.93
212-03 GO ST IMPROVE NOTES	13,959.09	2.25	0.00	0.00	0.00	13,961.34	0.00	13,961.34
214-GO CP BONDS SERIES 2011A	373,466.26	1,113.18	0.00	392,170.00	0.00	-17,590.56	0.00	-17,590.56
216-GO CP BONDS SERIES 2001B	117,830.51	0.00	0.00	129,812.50	0.00	-11,981.99	0.00	-11,981.99
218-GO CP BONDS SERIES 2011C	256,172.91	0.00	0.00	259,167.50	0.00	-2,994.59	0.00	-2,994.59
300-GO ST IMPROVEMENT PROJECT	1,694.82	0.27	0.00	0.00	0.00	1,695.09	0.00	1,695.09
301-WATER TOWER PROJECT	31,669.03	0.00	0.00	0.00	0.00	31,669.03	0.00	31,669.03
304-AQUATIC CENTER CP	-100.00	0.00	0.00	0.00	0.00	-100.00	0.00	-100.00
305-GO ST IMPROVEMENT 08	115,045.41	18.01	0.00	3,355.65	0.00	111,707.77	0.00	111,707.77
306-69 KV SUBSTATION PROJECT	-151,506.62	0.00	0.00	43,750.55	40,731.75	-154,525.42	0.00	-154,525.42
307-STREETSCAPE PROJECT	30,675.81	1,094.12	0.00	0.00	0.00	31,769.93	0.00	31,769.93
308-SKATE PARK PROJECT	37,650.30	6.07	0.00	0.00	0.00	37,656.37	0.00	37,656.37
310-NEW FIRE STATION	177,114.35	28.46	0.00	576.86	0.00	176,565.95	0.00	176,565.95
311-ADDTNL GENERATION PRJCT	128,475.07	20.71	0.00	0.00	0.00	128,495.78	0.00	128,495.78
312-PUBLIC WORKS BLDGS	-5,955.15	0.00	0.00	0.00	0.00	-5,955.15	0.00	-5,955.15
314-WETLAND M ITIGATION PRJCT	34,002.47	3.99	-9,232.56	9,232.56	-2,995.54	31,010.92	0.00	31,010.92
500-CEMETERY TRUST FUND	4,204.25	0.00	0.00	0.00	0.00	4,204.25	100,000.00	104,204.25
600-WATER OPERATING	-256,757.28	44,142.35	0.00	32,712.85	808.28	-244,519.50	0.00	-244,519.50
610-WASTEWATER/AKA SEWER REVE	-231,738.98	39,811.31	0.00	32,511.82	804.09	-223,635.40	209,220.95	-14,414.45
630-ELECTRIC OPERATING	1,474,336.92	305,977.49	393.49	368,641.89	25,358.79	1,436,637.82	317,326.03	1,753,963.85
631-ELECTRIC DEVELOPMENT	8,530.95	1.38	0.00	0.00	0.00	8,532.33	0.00	8,532.33
632-ELECTRIC RENEWAL/REPLACEM	371,775.78	59.93	0.00	0.00	0.00	371,835.71	0.00	371,835.71
633-ELECTRIC RESERVE	269,211.90	65.26	0.00	0.00	0.00	269,277.16	135,631.24	404,908.40
634-ELECTRIC BOND/INT RESERVE	1,260,071.66	228.05	0.00	0.00	0.00	1,260,299.71	154,581.84	1,414,881.55
640-GAS OPERATING	17,702.59	98,912.68	0.00	58,752.77	1,513.39	59,375.89	0.00	59,375.89
641-GAS D.E.I.	5,234.25	2.50	0.00	0.00	0.00	5,236.75	10,313.94	15,550.69
642-GAS RESERVE	32,845.60	70.72	0.00	0.00	0.00	32,916.32	405,790.58	438,706.90
660-AIRPORT OPERATING	-62,666.03	4,382.22	0.00	5,614.51	-7,799.93	-71,698.25	0.00	-71,698.25
670-GARBAGE COLLECTION	-40,915.37	35,751.18	0.00	52,895.24	16,426.86	-41,632.57	0.00	-41,632.57
750-CEMETERY ENTERPRISE	-62,755.09	516.80	0.00	2,486.20	-223.70	-64,948.19	0.00	-64,948.19
810-CENTRAL GARAGE	198,906.56	58,905.60	0.00	25,280.97	5,406.38	237,937.57	0.00	237,937.57
820-PSF HEALTH INSURANCE	24,180.51	6,307.80	0.00	6,303.90	0.00	24,184.41	0.00	24,184.41
830-CITY RESERVE FUND	132,851.80	76.79	0.00	0.00	0.00	132,928.59	110,855.48	243,784.07
835-ADMINISTRATIVE SERVICES	-12,562.93	17,343.61	0.00	84,918.20	25,114.12	-55,023.40	0.00	-55,023.40
860-PAYROLL ACCOUNT	1,264.43	0.00	0.00	0.00	0.00	1,264.43	0.00	1,264.43

Ending Cash Bal	$4,607,125.72
O/S Deposits	-26,008.12
O/S Checks	380,002.13
Bank Balance	$4,961,119.73

MTD Treasurer's Report
as of June 30,3013

950-ELECTRIC METER DEPOSITS	4,000.51	1,287.37	0.00	901.87	0.00	4,386.01	10,313.94	14,699.95
951-WATER METER DEPOSITS	1,764.37	355.29	0.00	324.26	0.00	1,795.40	0.00	1,795.40
952-GAS METER DEPOSITS	9,163.95	411.43	0.00	685.00	0.00	8,890.38	0.00	8,890.38
GRAND TOTAL	6,205,935.13	751,419.01	-8,839.07	2,479,424.05	120,356.56	4,607,125.72	1,853,243.11	6,280,775.31

**This is a preliminary report for 06/30/13 . Whenthe FYE is complete you will receive the final report.

Bank	Cert. Number	Fund Number and Name	Purchased	Time	Rate	Due	Amount	Fund Total	Cashed	Renewed
itizens Savings	27054	001-660 Ambulance Trust	08/27/12	12 mos.	0.75	08/27/13	$107,296.28			
itizens Savings	27283	001-687 Unemployment Trust	10/10/12	12 mos.	0.75	10/10/13	$72,297.24			
								$179,593.52		
Citizens Savings	27052	110 Road Use Tax	08/27/11	12 mos.	0.75	08/27/12	$100,000.00			
itizens Savings	27174	110 Road Use Tax	09/29/12	12 mos.	0.70	09/29/13	$30,000.00	$130,000.00		10/10/12
itizens Savings	27221	125 TIF	03/26/13	12 mos.	0.50	03/26/14	$76,818.83	$76,818.83		
itizens Savings	27222	160 Economic Development	03/26/12	12 mos.	0.90	03/26/13	$12,796.76	$12,796.76		
Citizens Savings	27053	500 Cemetery Trust	08/27/11	12 mos.	0.75	08/27/12	$100,000.00	$100,000.00		
itizens Savings	26920	610 Wastewater/Sewer Operating	11/06/12	12 mos.	0.75	11/06/13	$209,220.95	$209,220.95		11/07/12
itizens Savings	26667	630 Electric Operating	06/08/11	12 mos.	1.75	06/09/12	$0.00		06/17/13	
ommunity State	522485	630 Electric Operating	06/19/13	12 mos.	0.45	06/19/14	$106,053.56			
itizens Savings	26921	630 Electric Operating	11/06/12	12 mos.	0.95	11/06/13	$104,610.46			11/07/12
itizens Savings	27197	630 Electric Operating	12/16/12	12 mos.	0.95	12/16/13	$106,210.48			
								$316,874.50		
itizens Savings	26786	633 Electric Reserve	08/01/12	12 mos.	0.75	08/01/13	$79,493.36			
itizens Savings	27279	633 Electric Reserve	10/09/12	12 mos.	0.75	10/09/13	$56,041.50			
								$135,534.86		
itizens Savings	27164	634 Electric Bond & Interest	09/02/12	12 mos.	0.75	09/02/13	$154,581.84	$154,581.84		
itizens	27281	641 Gas D.E.I.	10/09/12	12 mos.	0.70	10/09/13	$10,313.94	$10,313.94		
Citizens Savings	26815	642 Gas Reserve	08/19/11	12 mos.	2.05	08/19/12	$93,125.66			
Citizens Savings	27198	642 Gas Reserve	12/16/11	12 mos.	0.95	12/16/12	$312,664.92		12/14/11	
								$405,790.58		
itizens Savings	27282	830 City Reserve Fund	10/10/12	12 mos.	0.75	10/10/13	$111,403.39	$111,403.39		
itizens Savings	27280	950 Electric Meter Deposit	10/09/12	12 mos.	0.70	10/09/13	$10,313.94	$10,313.94		

Bank	Cert. Number	Fund Number and Name	Purchased	Time	Rate	Due	Amount	Fund Total	Cashed	Renewed
Citizen's										
26815	$348.49	2/20/2013								
27198	$1,162.79	6/16/2013								
26815										
as Reserve										
terest Receipted										
Gas Operating										
Citizens										
27052	$378.08	2/27/2013								
27174	$104.14	3/29/2013								
ad Use Tax										
terest receipted										
St. Dept.										
Citizens										
27053										
metery Trust										
ceipted to										
mtery Operating	$378.08	2/27/2013								
		Investments Total					**$1,853,243.11**	**$1,853,243.11**		

H. Ordinance Approval/Amendment

H. Ordinance Approval/Amendment

AGENDA ITEM # H-1

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	July 15, 2013
AGENDA ITEM:	Ordinance #538
ACTION:	None

SYNOPSIS: The changes to the ordinance have been highlighted in yellow and are towards the end of the exhibit. Heath and I think this is a workable ordinance and recommend moving forward. Staff has not received any comment neither for nor against the ordinance to date.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Manager

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: See Ordinance #538

PREPARED BY: Chris Nosbisch **DATE PREPARED:** 7/11/13

Prepared by:	City of Tipton, City Hall, Chris Nosbisch, City Manager	407 Lynn St., Tipton, IA 52772 (563) 886-6564

ORDINANCE NO. 538

AN ORDINANCE ADOPTING TITLE V, PUBLIC ORDER, CHAPTER 9, JUNK AND JUNK VEHICLES OF THE CITY OF TIPTON MUNICIPAL CODE

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF TIPTON, IOWA:

SECTION 1. **ADOPTION.** The Tipton Municipal Code is hereby amended to include the language set forth in Exhibit "A," attached hereto and made a part thereof.

SECTION 2. **SAVINGS CLAUSE**. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 3. **EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved and adopted this _____ day of _____, 2013.

ATTEST:

_____
Shirley Kepford - Mayor

_____
Lorna Fletcher – City Clerk

I certify that the foregoing was published as
Ordinance No. _____ on the _____ day of _____, 2013.

_____
Lorna Fletcher, City Clerk

Exhibit "A"

V-9 JUNK AND JUNK VEHICLES

5-9-1 Definitions
5-9-2 Junk and Junk Vehicles Prohibited
5-9-3 Junk and Junk Vehicles a Nuisance
5-9-4 Exceptions
5-9-5 Notice to Abate
5-9-6 Imminent Danger
5-9-7 Outdoor Storage of Motor Vehicles

5-9-1 DEFINITIONS. For use in this chapter, the following terms are defined:

1. "Conceal" means to obscure or hide an object so that the object cannot be observed from any street or adjacent or other property or residence.
2. "Enclosed structure" means any structure or portion thereof built for the enclosure of property, containing a roof and having exterior walls of the structure or portion thereof constructed in such a manner as to obscure from any street or adjacent property any contents thereof and being of a permanent nature.
3. "Inoperable" means not capable of being used or operated.
4. "Junk" means all old or scrap copper, brass, lead, or any other non-ferrous metal; old or discarded rope, rags, batteries, paper, trash, rubber, debris, waste or used lumber, or salvaged wood; dismantled vehicles, machinery and appliances or parts of such vehicles, machinery or appliances; iron, steel or other old or scrap ferrous materials; old or discarded glass, tinware, plastic or old or discarded household goods or hardware. Neatly stacked firewood located on a side yard or a rear yard is not considered junk.
5. "Junk vehicle" means any vehicle, trailer or semi-trailer, whether currently licensed or not, which has any one of the following characteristics:
   A. Any vehicle not capable of being driven from the place of its location under its own power without additional parts or repairs thereon.
   B. Any vehicle, trailer, or semi-trailer which is rendered inoperable because of a missing or broken windshield or window glass, fender, door, bumper, hood, steering wheel, driver's seat, trunk, fuel tank, engine, drive shaft, differential, battery, generator or alternator or other component part of an electrical system, or any component or structural part.
   C. Any vehicle, trailer, or semi-trailer which lacks current registration.
   D. Any vehicle, trailer, or semi-trailer not equipped with the number of inflated tires necessary for its operation.
   E. Any vehicle, trailer, or semi-trailer which has become the habitat of rats, mice, snakes or any other vermin or insects.
   F. Any vehicle, trailer, or semi-trailer which contains stored gasoline or other fuel, paper, cardboard, wood or other combustible materials, garbage, refuse, solid waste, debris, etc.
   G. Any vehicle, trailer, or semi-trailer used for storage purposes or for the harborage, cage or dwelling for animals of any kind.

H. Any vehicle, trailer, or semi-trailer which contains gasoline or any flammable fuel and is not operative.

I. Any vehicle, trailer, or semi-trailer which because of its defective or obsolete condition in any other way constitutes a threat to the public safety of the citizens of Tipton, Iowa.

J. Any vehicle, trailer, or semi-trailer which by reason of its condition, can no longer be used for the purposes for which it was designed and is unfit for legal use upon a public highway.

6. "Restoration vehicle" means an antique or classic vehicle actively being restored or being kept for the purpose of restoring for a period not to exceed 24 months.
7. "Semi-trailer" means every vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle.
8. "Trailer" means every vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.
9. "Vehicle" means an automobile, truck, motorcycle, or other trackless self-propelled vehicle designed primarily to transport persons or property over public streets and highways.

5-9-2 JUNK AND JUNK VEHICLES PROHIBITED. It is unlawful for any person to store, accumulate, or allow to remain on any private or public property within the corporate limits of the City any junk or junk vehicle for more than forty-eight (48) hours.

5-9-3 JUNK AND JUNK VEHICLES A NUISANCE. It is hereby declared that any junk or junk vehicle located upon private or public property for more than forty-eight (48) hours, unless excepted by Section 5-9-4, constitutes a threat to the health and safety of the citizens and is a nuisance within the meaning of Section 657.1 of the Code of Iowa. If any junk or junk vehicle is kept upon private or public property in violation hereof, the owner of or person occupying the property upon which it is located shall be prima facie liable for said violation. (Code of Iowa, Sec. 364.12[3a])

5-9-4 EXCEPTIONS. The provisions of this chapter do not apply to:

1. Any junk or junk vehicle stored within a garage or other enclosed structure;
2. Any junk or junk vehicle stored within areas of the City zoned and classified for outside storage, provided that the area in question meets all requirements of City ordinances pertaining to said classification;
3. Restoration vehicles, which would otherwise constitute a junk vehicle, which are kept concealed and enclosed behind an opaque wall at least six (6) feet in height.

5-9-5 NOTICE TO ABATE. Upon discovery of any junk or junk vehicle located upon private or public property in violation of Section 5-9-3, the City shall within five (5) days initiate abatement procedures as outlined in Title V, Chapter 7 of this Code of Ordinances. (Code of Iowa, Sec. 364.12[3a])

5-9-6 IMMINENT DANGER. If, in the opinion of the Police Department, a condition exists, as described in this chapter, which constitutes imminent danger to the public, immediate action may be taken to correct the condition, including entry upon premises, modification of any vehicle or machinery, immediate removal of the same, or any other steps necessary to alleviate the existing danger.

5-9-7 OUTDOOR STORAGE OF MOTOR VEHICLES. Inasmuch as it is found that the outdoor storage of motor vehicles which are not deemed to be junk can detract from the beneficial use and enjoyment of neighboring properties, certain special regulations are established as follows:

1. No person shall keep, store or display one or more motor vehicles outdoors on property zoned for residential use, or permit the parking outdoors of a motor vehicle on residentially zoned property under such person's ownership, possession or control for more than fifteen (15) days without movement and use of said vehicle as an operating motor vehicle.
   A. Storage of motor vehicles shall be on a driveway or hard surface, dust free parking area. Each resident may be allowed one gravel storage area separate from the driveway for use of storing one vehicle as long as the area contains some form of dust control and remains clear of weeds and debris. This ordinance in no way allows for the construction of new gravel driveways within the City.
2. No person shall store or display one or more motor vehicles outdoors on property zoned for commercial use, or permit the parking outdoors of a motor vehicle on commercial zoned property under such person's ownership, possession or control for more than one year without movement and use of said vehicle as an operating motor vehicle.
3. The provisions of subsection 2 notwithstanding, the keeping, parking or storage, outdoors, of any wrecked or demolished motor vehicle, or motor vehicle stripped for parts, at the same commercial zoned property for more than one hundred eighty (180) days is prohibited.
4. The following are exempt from the regulations of this section:
   A. Vehicles kept in a garage or other enclosed structure or which are kept concealed and enclosed behind an opaque wall at least six feet in height;
   B. Vehicles kept in commercial automobile salvage yards;
   C. A pickup truck with camper top or converted bus or van, which is currently licensed for operation and operable on the public highway;
   D. A motor vehicle currently licensed for operation on the public highway and lawfully parked off the streets while the owner or other person in lawful possession and control thereof, if a resident of this City, is out of the City for more than fifteen (15) days but not more than one hundred eighty (180) days;
   E. Vehicles which are immobilized pursuant to an immobilization order of the District Court;
   F. Vehicles completely concealed under a form-fitting commercially made cloth vehicle cover.

K. Old Business

AGENDA ITEM # K - 1

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	July 15, 2013
AGENDA ITEM:	Resolution Establishing Wages for 2013-2014
ACTION:	Motion

SYNOPSIS: I wanted to clarify my position on the increases for this fiscal year. I do believe that everyone deserves the 3.25% increase for the coming fiscal year. The study that we are trying to conduct is for two reasons. The first is due to the impending negotiation we will be having in December. The second is to provide a true review of salaries based upon population, budget size, etc. This report is will be a part of the overall budget discussion for next fiscal year. We will be making a couple of more staff changes over the next six months and I would like to get them done prior to the comprehensive review by the Council.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Manager

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: Resolution

PREPARED BY: Chris Nosbisch **DATE PREPARED:** 7/11/13

RESOLUTION SETTING THE SALARIES FOR THE APPOINTED OFFICERS AND EMPLOYEES OF THE CITY OF TIPTON, FOR FISCAL YEAR 2013-2014.

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

SECTION 1. The following persons and positions shall be paid salaries or wages indicated and the City Clerk is authorized to issue warrants less legally required authorized deductions from the amounts set out below, bi-weekly or monthly; and make such contributions to IPERS and FICA and other purposes as required by law or authorization of the Council, subject to audit and review by the City Council:

Police:	Base	Total Wage
Holub, Heath	$63,079	$63,079
Kepford, Lisa	$53,689	$53,689
Peck, Brad	$ 21.80/hr	$47,613
McGlaughlin, Scott	$ 19.35/hr	$42,250
Part-Time Officers	$ 17.58/hr	
Public Works:		
Nash, Steve	$57,730	$57,730
Electric Department		
Packwood, John	$78,703	$78,703
Gas Department		
Penrod, Virgil	$58,702	$58,702
Administration:		
Fletcher, Lorna	$52,176	$52,176
Amy Lenz	$40,819	$40,819
Abby Kisling	$44,913	$44,913
Parks, Recreation & Pool:		
Spangler, Adam	$42,969	$42,969
Latare, Deb	$21,881	$21,881

This Resolution shall be effective as of the first pay date in July.

PASSED AND APPROVED this 1st day of July, 2013.

_____
Shirley Kepford, Mayor

ATTEST:

_____
Lorna Fletcher, City Clerk/Finance Officer

L. Motions for Approval

PACKET: 01566 Council Mtg 071513 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-0005	ABC FIRE PROTECTION INC								
	I 36247	SERVICE FIRE EXTINGUISHER	AP		R	8/11/2013	76.00	76.00CR	
		G/L ACCOUNT					76.00		
		001 5-150-2-63500 OPERATIONAL EQUIPT MAINT & REP				76.00	SERVICE FIRE EXTINGUISHER		
	I 36248	SERVICE FIRE EXTINGUISHER	AP		R	8/11/2013	34.42	34.42CR	
		G/L ACCOUNT					34.42		
		001 5-150-2-63500 OPERATIONAL EQUIPT MAINT & REP				34.42	SERVICE FIRE EXTINGUISHER		
		VENDOR TOTALS	REG. CHECK				110.42	110.42CR	0.00
							110.42	0.00	
01-0032	ACTERRA GROUP								
	I 024334	CHECK SOLENOID VALVES	AP		R	7/12/2013	3,772.09	3,772.09CR	
		G/L ACCOUNT					3,772.09		
		630 5-821-2-63500 OPERATIONAL EQUIPT MAINT & REP				3,772.09	CHECK SOLENOID VALVES		
		VENDOR TOTALS	REG. CHECK				3,772.09	3,772.09CR	0.00
							3,772.09	0.00	
01-0040	ACTION SERVICES INC								
	I 63624	PORT A POTTIE SERVICE REC	AP		R	7/12/2013	47.50	47.50CR	
		G/L ACCOUNT					47.50		
		001 5-446-2-65070 OPERATING SUPPLIES				47.50	PORT A POTTIE SERVICE REC		
		VENDOR TOTALS	REG. CHECK				47.50	47.50CR	0.00
							47.50	0.00	
01-0026	ADVOCATE NEWS								
	I 070913AN	4TH OF JULY INSERT	AP		R	8/11/2013	168.00	168.00CR	
		G/L ACCOUNT					168.00		
		001 5-620-2-65315 JULY 4TH CELEBRATION				168.00	4TH OF JULY INSERT		
		VENDOR TOTALS	REG. CHECK				168.00	168.00CR	0.00
							168.00	0.00	

PACKET: 01566 Council Mtg 071513 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-0060	ALBAUGH PHC INC								
	I 20656	NEW TOILET AIRPORT	AP		R	8/11/2013	235.25	235.25CR	
		G/L ACCOUNT					235.25		
		750 5-280-2-65070 OPERATING SUPPLIES					235.25 NEW TOILET AIRPORT		
	I 20681	SEPTIC TANK PUMPED AIRPORT AP			R	8/11/2013	320.00	320.00CR	
		G/L ACCOUNT					320.00		
		660 5-835-2-63500 OPERATIONAL EQUIPT MAINT & REP					320.00 SEPTIC TANK PUMPED AIRPORT		
		VENDOR TOTALS	REG. CHECK				555.25	555.25CR	0.00
							555.25	0.00	
01-0071	ALLIANCE WATER RESOURCES IN								
	I 5688	JULY SERVICES	AP		R	8/11/2013	24,266.50	24,266.50CR	
		G/L ACCOUNT					24,266.50		
		001 5-465-2-64910 CONTRACT SERVICES					1,455.99 JULY SERVICES		
		600 5-810-2-64910 CONTRACT SERVICES					11,647.92 JULY SERVICES		
		610 5-815-2-64910 CONTRACT SERVICES					11,162.59 JULY SERVICES		
		VENDOR TOTALS	REG. CHECK				24,266.50	24,266.50CR	0.00
							24,266.50	0.00	
01-0152	ARROWQUICK SOLUTIONS								
	I 37925	WEB/EMAIL SERVICES	AP		R	8/11/2013	42.95	42.95CR	
		G/L ACCOUNT					42.95		
		002 5-699-2-64190 TECHNOLOGY					9.95 WEB/EMAIL SERVICES		
		001 5-299-2-65070 OPERATING SUPPLIES					1.00 WEB/EMAIL SERVICES		
		001 5-525-2-65070 OPERATING SUPPLIES					1.00 WEB/EMAIL SERVICES		
		640 5-825-2-64190 TECHNOLOGY					2.00 WEB/EMAIL SERVICES		
		835 5-899-2-64190 TECHNOLOGY					20.00 WEB/EMAIL SERVICES		
		630 5-820-2-64190 TECHNOLOGY					5.00 WEB/EMAIL SERVICES		
		001 5-465-2-64190 TECHNOLOGY					2.00 WEB/EMAIL SERVICES		
		001 5-160-2-64190 TECHNOLOGY					1.00 WEB/EMAIL SERVICES		
		001 5-150-2-64190 TECHNOLOGY					1.00 WEB/EMAIL SERVICES		
		VENDOR TOTALS	REG. CHECK				42.95	42.95CR	0.00
							42.95	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-0143	AUS WATERLOO MC LOCKBOX								
I	792329352	BLDG MAINT SUPP CITY HALL	AP		R	8/11/2013	89.37	89.37CR	
		G/L ACCOUNT					89.37		
		001 5-650-2-63100 BUILDING MAINTENANCE & REPAIR					89.37	BLDG MAINT SUPP CITY HALL	
		VENDOR TOTALS	REG. CHECK				89.37	89.37CR	0.00
							89.37	0.00	
01-0196	BARCO MUNICIPAL PRODUCTS IN								
I	206671	TRUCK TAPE	AP		R	8/11/2013	90.00	90.00CR	
		G/L ACCOUNT					90.00		
		810 5-899-2-63324 STOCK-REPAIR PARTS					90.00	TRUCK TAPE	
		VENDOR TOTALS	REG. CHECK				90.00	90.00CR	0.00
							90.00	0.00	
01-0410	CEDAR COUNTY CO-OP								
C	0011492	FUEL DISCOUNT	AP		R	7/12/2013	18.32CR	18.32	
		G/L ACCOUNT					18.32CR		
		810 5-899-2-65075 FUEL					18.32CR	FUEL DISCOUNT	
C	0381347	OIL DRUM DEPOSIT ELECTRIC	AP		R	7/12/2013	60.00CR	60.00	
		G/L ACCOUNT					60.00CR		
		630 5-821-2-65076 OIL					60.00CR	OIL DRUM DEPOSIT ELECTRIC	
I	0187456	29.95 GL UL #42	AP		R	8/11/2013	107.78	107.78CR	
		G/L ACCOUNT					107.78		
		810 5-899-2-65075 FUEL					107.78	29.95 GL UL #42	
I	0187481	18.10 GL PARK TRACTOR	AP		R	8/11/2013	66.94	66.94CR	
		G/L ACCOUNT					66.94		
		001 5-430-2-65075 FUEL					66.94	18.10 GL PARK TRACTOR	
I	0187495	FUEL FOR LEAF BLOWERS FIRE	AP		R	8/11/2013	5.30	5.30CR	
		G/L ACCOUNT					5.30		
		001 5-150-2-65070 OPERATING SUPPLIES					5.30	FUEL FOR LEAF BLOWERS FIRE	
I	0381141	220 GL OIL ELECTRIC	AP		R	8/11/2013	3,380.00	3,380.00CR	
		G/L ACCOUNT					3,380.00		
		630 5-821-2-65076 OIL					3,380.00	220 GL OIL ELECTRIC	
I	0381543	GLYSTAR PARK	AP		R	8/11/2013	52.70	52.70CR	
		G/L ACCOUNT					52.70		
		001 5-430-2-65070 OPERATING SUPPLIES					52.70	GLYSTAR PARK	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
I	0382130	PRAMITOL PARK	AP		R	8/11/2013	101.50	101.50CR	
		G/L ACCOUNT					101.50		
		001 5-430-2-63200 GROUNDS MAINTENANCE & REPAIR				101.50	PRAMITOL PARK		
I	0382883	GREASE GARBAGE	AP		R	8/11/2013	80.70	80.70CR	
		G/L ACCOUNT					80.70		
		670 5-840-2-65070 OPERATING SUPPLIES				80.70	GREASE GARBAGE		
I	0613CCC	613.934 GL UL PARK/CNTRL G	AP		R	8/11/2013	2,149.88	2,149.88CR	
		G/L ACCOUNT					2,149.88		
		810 5-899-2-65075 FUEL				1,963.67	561.266 GL CNTRL GARAGE		
		001 5-430-2-65075 FUEL				186.21	52.668 GL PARK		
		VENDOR TOTALS	REG. CHECK				5,866.48	5,866.48CR	0.00
							5,866.48	0.00	
01-0461	CEDAR COUNTY SOLID WASTE								
I	0613CCSW	TRANSFER FEES	AP		R	8/11/2013	2,296.00	2,296.00CR	
		G/L ACCOUNT					2,296.00		
		670 5-840-2-64850 TRANSFER FEES				2,296.00	TRANSFER FEES		
		VENDOR TOTALS	REG. CHECK				2,296.00	2,296.00CR	0.00
							2,296.00	0.00	
01-0530	CENTRAL IOWA DISTRIBUTING I								
I	8589	GLOVES AND TOWELS FOR SHOP	AP		R	7/12/2013	177.80	177.80CR	
		G/L ACCOUNT					177.80		
		810 5-899-2-65070 OPERATING SUPPLIES				177.80	GLOVES AND TOWELS FOR SHOP		
		VENDOR TOTALS	REG. CHECK				177.80	177.80CR	0.00
							177.80	0.00	
01-0542	CERTIFIED LABORATORIES								
I	1118901	20 GL POWER GLOSS #33	AP		R	8/11/2013	1,008.06	1,008.06CR	
		G/L ACCOUNT					1,008.06		
		670 5-840-2-65070 OPERATING SUPPLIES				1,008.06	20 GL POWER GLOSS #33		
		VENDOR TOTALS	REG. CHECK				1,008.06	1,008.06CR	0.00
							1,008.06	0.00	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-0570	CHAPMAN METERING LLC								
	I 13323	EQUIPMENT FOR REMOTE MTR RD AP			R	7/12/2013	729.74	729.74CR	
		G/L ACCOUNT					729.74		
		306 5-820-2-64070 ENGINEERING				729.74	EQUIPMENT FOR REMOTE MTR RDR		
		VENDOR TOTALS		REG. CHECK			729.74	729.74CR	0.00
							729.74	0.00	
01-0337	CJ COOPER & ASSOC INC								
	I 35562	DRUG/ALCOHOL SCREENING	AP		R	8/11/2013	325.00	325.00CR	
		G/L ACCOUNT					325.00		
		001 5-210-2-65980 MISCELLANEOUS				151.00	DRUG/ALCOHOL SCREENING		
		835 5-899-2-65980 MISCELLANEOUS				58.00	DRUG/ALCOHOL SCREENING		
		810 5-899-2-65980 MISCELLANEOUS				58.00	DRUG/ALCOHOL SCREENING		
		630 5-820-2-65980 MISCELLANEOUS				58.00	DRUG/ALCOHOL SCREENING		
		VENDOR TOTALS		REG. CHECK			325.00	325.00CR	0.00
							325.00	0.00	
01-0695	CUMULUS CEDAR RAPIDS KRNA-F								
	I 472938576	4TH OF JULY ADVERTISING	AP		R	7/12/2013	790.00	790.00CR	
		G/L ACCOUNT					790.00		
		001 5-620-2-65315 JULY 4TH CELEBRATION				790.00	4TH OF JULY ADVERTISING		
		VENDOR TOTALS		REG. CHECK			790.00	790.00CR	0.00
							790.00	0.00	
01-0697	CUSTOM BUILDERS INC								
	I 66942	CELL PHONE JOSH MCADOO	AP		R	8/11/2013	22.49	22.49CR	
		G/L ACCOUNT					22.49		
		630 5-820-2-63730 TELECOMMUNICATIONS EXPENSE				22.49	CELL PHONE JOSH MCADOO		
	I 67032	UPS CHARGES FAC	AP		R	8/11/2013	8.75	8.75CR	
		G/L ACCOUNT					8.75		
		001 5-465-2-65080 POSTAGE/SHIPPING				8.75	UPS CHARGES FAC		
		VENDOR TOTALS		REG. CHECK			31.24	31.24CR	0.00
							31.24	0.00	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-0747	DENDINGER ATTORNEY AT LAW,								
	I 15232	SERVICES ELECTRIC/AIRPORT	AP		R	8/11/2013	437.00	437.00CR	
		G/L ACCOUNT					437.00		
		660 5-835-2-64110 LEGAL EXPENSE				225.00	SERVICES ELECTRIC/AIRPORT		
		630 5-820-2-64110 LEGAL EXPENSE				212.00	SERVICES ELECTRIC/AIRPORT		
		VENDOR TOTALS		REG. CHECK			437.00	437.00CR	0.00
							437.00	0.00	
01-0805	DON'S LOCK & SAFE LLC								
	I 027695	REPAIR SOUTH ENTRANCE LOCK	AP		R	7/12/2013	145.00	145.00CR	
		G/L ACCOUNT					145.00		
		001 5-650-2-63100 BUILDING MAINTENANCE & REPAIR				145.00	REPAIR SOUTH ENTRANCE LOCK		
		VENDOR TOTALS		REG. CHECK			145.00	145.00CR	0.00
							145.00	0.00	
01-0860	EASTERN IOWA LIGHT & PWR								
	I 0613CEM	CEMETERY UTILITIES	AP		R	8/11/2013	21.99	21.99CR	
		G/L ACCOUNT					21.99		
		750 5-280-2-63710 UTILITIES				21.99	CEMETERY UTILITIES		
	I 0613LAG	LAGOON UTILITIES	AP		R	8/11/2013	1,047.41	1,047.41CR	
		G/L ACCOUNT					1,047.41		
		610 5-816-2-63710 UTILITIES				1,047.41	LAGOON UTILITIES		
		VENDOR TOTALS		REG. CHECK			1,069.40	1,069.40CR	0.00
							1,069.40	0.00	
01-0930	EMERGENCY MEDICAL PRODUCTS								
	I 1566371	MEDICAL SUPPLIES	AP		R	8/11/2013	1,662.26	1,662.26CR	
		G/L ACCOUNT					1,662.26		
		001 5-160-2-65070 OPERATING SUPPLIES				1,662.26	MEDICAL SUPPLIES		
		VENDOR TOTALS		REG. CHECK			1,662.26	1,662.26CR	0.00
							1,662.26	0.00	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-0965	FAMILY FOODS								
	I 0613FF	SUPPLIES FAC/ADMIN	AP		R	8/11/2013	73.89	73.89CR	
		G/L ACCOUNT					73.89		
		001 5-465-2-65070 OPERATING SUPPLIES					22.54 SUPPLIES FAC/ADMIN		
		001 5-465-2-65031 CONCESSIONS					39.98 SUPPLIES FAC/ADMIN		
		835 5-899-2-65980 MISCELLANEOUS					11.37 SUPPLIES FAC/ADMIN		
		VENDOR TOTALS	REG. CHECK				73.89	73.89CR	0.00
							73.89	0.00	
01-0970	FARNER-BOCKEN COMPANY								
	I 2257144	CONCESSIONS	AP		R	8/11/2013	619.66	619.66CR	
		G/L ACCOUNT					619.66		
		001 5-465-2-65031 CONCESSIONS					619.66 CONCESSIONS		
	I 2257145	CONCESSIONS	AP		R	8/11/2013	827.63	827.63CR	
		G/L ACCOUNT					827.63		
		001 5-465-2-65031 CONCESSIONS					827.63 CONCESSIONS		
		VENDOR TOTALS	REG. CHECK				1,447.29	1,447.29CR	0.00
							1,447.29	0.00	
01-1	FEDEX								
	I 2-324-76396	COMMUNITY GUIDE SHIPPING	AP		R	7/12/2013	41.68	41.68CR	
		G/L ACCOUNT					41.68		
		001 5-525-2-65080 POSTAGE/SHIPPING					41.68 FEDEX:COMMUNITY GUIDE SHIPPING		
		VENDOR TOTALS	REG. CHECK				41.68	41.68CR	0.00
							41.68	0.00	
01-1055	G & K SERVICES								
	I 1184838079	SHOP TOWELS & SUPPLIES GAR	AP		R	8/11/2013	65.41	65.41CR	
		G/L ACCOUNT					65.41		
		810 5-899-2-65070 OPERATING SUPPLIES					65.41 SHOP TOWELS & SUPPLIES GARAGE		
	I 1184850312	UNIFORMS GAS/ELECTRIC	AP		R	8/11/2013	57.98	57.98CR	
		G/L ACCOUNT					57.98		
		630 5-820-2-64350 UNIFORMS/EQUIPMENT					46.43 UNIFORMS GAS/ELECTRIC		
		640 5-825-2-64350 UNIFORMS/EQUIPMENT					11.55 UNIFORMS GAS/ELECTRIC		
	I 1184853377	UNIFORMS PUBLIC WORKS	AP		R	8/11/2013	46.96	46.96CR	
		G/L ACCOUNT					46.96		
		670 5-840-2-64350 UNIFORMS/EQUIPMENT					7.34 UNIFORMS PUBLIC WORKS		

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		600 5-810-2-64350 UNIFORMS/EQUIPMENT					6.91	UNIFORMS PUBLIC WORKS	
		001 5-210-2-64350 UNIFORMS/EQUIPMENT					17.46	UNIFORMS PUBLIC WORKS	
		001 5-299-2-64350 UNIFORMS/EQUIPMENT					8.34	UNIFORMS PUBLIC WORKS	
		810 5-899-2-64350 UNIFORMS/EQUIPMENT					6.91	UNIFORMS PUBLIC WORKS	
I	1184853389	SHOP TOWELS ELECTRIC	AP		R	8/11/2013	55.28	55.28CR	
		G/L ACCOUNT					55.28		
		630 5-820-2-65070 OPERATING SUPPLIES					55.28	SHOP TOWELS ELECTRIC	
I	1184856475	DUSTMOPS ELECTRIC	AP		R	8/11/2013	43.52	43.52CR	
		G/L ACCOUNT					43.52		
		630 5-820-2-65070 OPERATING SUPPLIES					43.52	DUSTMOPS ELECTRIC	
		VENDOR TOTALS	REG. CHECK				269.15	269.15CR	0.00
							269.15	0.00	
01-1066	GARDEN & ASSOCIATES INC								
I	30977	CITY HALL SURVEY	AP		R	8/11/2013	1,487.29	1,487.29CR	
		G/L ACCOUNT					1,487.29		
		001 5-650-2-63100 BUILDING MAINTENANCE & REPAIR					1,487.29	CITY HALL SURVEY	
		VENDOR TOTALS	REG. CHECK				1,487.29	1,487.29CR	0.00
							1,487.29	0.00	
01-1076	GENERAL PEST CONTROL INC								
I	68169	PEST CONTROL ELECTRIC	AP		R	8/11/2013	31.03	31.03CR	
		G/L ACCOUNT					31.03		
		630 5-821-2-63100 BUILDING MAINTENANCE & REPAIR					31.03	PEST CONTROL ELECTRIC	
I	68170	PEST CONTROL CITY HALL	AP		R	8/11/2013	35.00	35.00CR	
		G/L ACCOUNT					35.00		
		001 5-650-2-63100 BUILDING MAINTENANCE & REPAIR					35.00	PEST CONTROL CITY HALL	
I	68171	PEST CONTROL FIRE DEPT	AP		R	8/11/2013	25.00	25.00CR	
		G/L ACCOUNT					25.00		
		001 5-150-2-63100 BUILDING MAINTENANCE & REPAIR					25.00	PEST CONTROL FIRE DEPT	
I	68172	PEST CONTROL AMB BLDG	AP		R	8/11/2013	25.00	25.00CR	
		G/L ACCOUNT					25.00		
		001 5-160-2-63100 BUILDING MAINTENANCE & REPAIR					25.00	PEST CONTROL AMB BLDG	
I	68173	PEST CONTROL LIBRARY	AP		R	8/11/2013	125.00	125.00CR	
		G/L ACCOUNT					125.00		
		001 5-410-2-63100 BUILDING MAINTENANCE & REPAIR					125.00	PEST CONTROL LIBRARY	

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I 68178		PEST CONTROL FAC	AP		R	8/11/2013	45.00	45.00CR	
		G/L ACCOUNT					45.00		
		001 5-465-2-63100 BUILDING MAINTENANCE & REPAIR					45.00 PEST CONTROL FAC		
		VENDOR TOTALS		REG. CHECK			286.03	286.03CR	0.00
							286.03	0.00	
01-1098		GRASSHOPPER LAWN CARE DBA A							
I 201307124096		MOWING & TRIMMING 611 CEDAR AP			R	8/11/2013	40.00	40.00CR	
		G/L ACCOUNT					40.00		
		835 5-899-2-65980 MISCELLANEOUS					40.00 MOWING & TRIMMING 611 CEDAR ST		
I 201307124097		MOWING & TRIMMING 323 W 3RD AP			R	8/11/2013	35.00	35.00CR	
		G/L ACCOUNT					35.00		
		835 5-899-2-65980 MISCELLANEOUS					35.00 MOWING & TRIMMING 323 W 3RD ST		
I 201307124098		28 BAGS MULCH FOR PARK	AP		R	8/11/2013	84.00	84.00CR	
		G/L ACCOUNT					84.00		
		001 5-430-2-63200 GROUNDS MAINTENANCE & REPAIR					84.00 28 BAGS MULCH FOR PARK		
		VENDOR TOTALS		REG. CHECK			159.00	159.00CR	0.00
							159.00	0.00	
01-1102		GREAT WESTERN SUPPLY CO							
I 058622		YARD WASTE BAGS	AP		R	8/11/2013	4,532.30	4,532.30CR	
		G/L ACCOUNT					4,532.30		
		670 5-841-2-65070 OPERATING SUPPLIES					4,532.30 YARD WASTE BAGS		
		VENDOR TOTALS		REG. CHECK			4,532.30	4,532.30CR	0.00
							4,532.30	0.00	
01-1160		HAWKEYE							
I X101010314:01		FILTERS #33	AP		R	7/12/2013	70.62	70.62CR	
		G/L ACCOUNT					70.62		
		810 5-899-2-63321 REPAIR PARTS					70.62 FILTERS #33		
		VENDOR TOTALS		REG. CHECK			70.62	70.62CR	0.00
							70.62	0.00	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-1239	HYGIENIC LABORATORY-AR								
	I 21782	POOL TESTING FEES	AP		R	8/11/2013	33.00	33.00CR	
		G/L ACCOUNT					33.00		
		001 5-465-2-64121 HEALTH SERVICES					33.00 POOL TESTING FEES		
		VENDOR TOTALS		REG. CHECK			33.00	33.00CR	0.00
							33.00	0.00	
01-1	IEDA								
	I 1238592-57750391	ATTENDEE EVENT FEE	AP		R	7/12/2013	210.00	210.00CR	
		G/L ACCOUNT					210.00		
		001 5-525-1-62300 TRAINING					210.00 IEDA:ATTENDEE EVENT FEE		
		VENDOR TOTALS		REG. CHECK			210.00	210.00CR	0.00
							210.00	0.00	
01-1289	INTEGRATED TECHNOLOGY PARTN								
	I 94541	TECH SERVICE FAC	AP		R	7/12/2013	21.25	21.25CR	
		G/L ACCOUNT					21.25		
		001 5-465-2-64190 TECHNOLOGY					21.25 TECH SERVICE FAC		
	I 94638	MONTHLY SERVICE CHARGE ADM	AP		R	7/12/2013	66.00	66.00CR	
		G/L ACCOUNT					66.00		
		835 5-899-2-64190 TECHNOLOGY					66.00 MONTHLY SERVICE CHARGE ADMIN		
	I 94652	MONTHLY SERVICE CHARGE FAC	AP		R	7/12/2013	9.00	9.00CR	
		G/L ACCOUNT					9.00		
		001 5-465-2-64190 TECHNOLOGY					9.00 MONTHLY SERVICE CHARGE FAC		
	I 94653	MONTHLY SERVICE CHARGE POL	AP		R	7/12/2013	39.00	39.00CR	
		G/L ACCOUNT					39.00		
		001 5-110-2-64190 TECHNOLOGY					39.00 MONTHLY SERVICE CHARGE POLICE		
		VENDOR TOTALS		REG. CHECK			135.25	135.25CR	0.00
							135.25	0.00	
01-1270	IOWA ASSOCIATION OF								
	I 1112	OQ GRADE/RECORD KEEPING-GAS	AP		R	8/11/2013	15.00	15.00CR	
		G/L ACCOUNT					15.00		
		640 5-825-1-62300 TRAINING					15.00 OQ GRADE/RECORD KEEPING-GAS		

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
		VENDOR TOTALS	REG. CHECK				15.00	15.00CR	0.00
							15.00	0.00	
01-1322	IOWA DEPT. OF NATURAL RESOU								
I	201307124099	ANNUAL WATER SUPPLY FEE	AP		R	8/11/2013	376.12	376.12CR	
		G/L ACCOUNT					376.12		
		600 5-810-1-62100 DUES/FEES				376.12	ANNUAL WATER SUPPLY FEE		
		VENDOR TOTALS	REG. CHECK				376.12	376.12CR	0.00
							376.12	0.00	
01-1332	IOWA ONE CALL								
I	152390	LOCATES	AP		R	8/11/2013	34.20	34.20CR	
		G/L ACCOUNT					34.20		
		630 5-820-2-65304 UNDERGROUND SUPPLIES				11.40	LOCATES		
		600 5-810-2-65307 SERVICE LINES				11.40	LOCATES		
		640 5-825-2-65307 SERVICE LINES				11.40	LOCATES		
		VENDOR TOTALS	REG. CHECK				34.20	34.20CR	0.00
							34.20	0.00	
01-1301	IOWA UTILITIES BOARD								
I	37292	2014 ASSESSMENT ELECTRIC	AP		R	8/11/2013	3,457.00	3,457.00CR	
		G/L ACCOUNT					3,457.00		
		630 5-820-2-64904 REGULATORY CMMSSN/FRANSHISE FE				3,457.00	2014 ASSESSMENT ELECTRIC		
I	37351	2014 ASSESSMENT GAS	AP		R	8/11/2013	1,192.00	1,192.00CR	
		G/L ACCOUNT					1,192.00		
		640 5-825-2-64904 REGULATORY CMMSSN/FRANSHISE FE				1,192.00	2014 ASSESSMENT GAS		
		VENDOR TOTALS	REG. CHECK				4,649.00	4,649.00CR	0.00
							4,649.00	0.00	
01-2701	JIM YAUKOVITZ WELDING								
I	925942	REPAIR VALVE HANDLE #188	AP		R	7/12/2013	15.00	15.00CR	
		G/L ACCOUNT					15.00		
		001 5-150-2-63320 VEHICLE REPAIRS				15.00	REPAIR VALVE HANDLE #188		
		VENDOR TOTALS	REG. CHECK				15.00	15.00CR	0.00
							15.00	0.00	

PACKET: 01566 Council Mtg 071513 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-1690	MATT PARROTT/STOREY KENWORT								
	I 0124088	20,000 WINDOW ENVELOPES	AP		R	8/11/2013	1,114.36	1,114.36CR	
		G/L ACCOUNT					1,114.36		
		835 5-899-2-65060 OFFICE SUPPLIES				1,114.36	20,000 WINDOW ENVELOPES		
		VENDOR TOTALS		REG. CHECK			1,114.36	1,114.36CR	0.00
							1,114.36	0.00	
01-1728	MIDWEST BREATHING AIR LLC								
	I 17232	EQUIPMENT MAINT/REPAIRS-FIR	AP		R	8/11/2013	532.97	532.97CR	
		G/L ACCOUNT					532.97		
		001 5-150-2-63500 OPERATIONAL EQUIPT MAINT & REP				532.97	EQUIPMENT MAINT/REPAIRS-FIRE		
		VENDOR TOTALS		REG. CHECK			532.97	532.97CR	0.00
							532.97	0.00	
01-1748	MITCHELL 1								
	I IB15641382	WEB SUBSCRIPTIONS	AP		R	7/12/2013	212.24	212.24CR	
		G/L ACCOUNT					212.24		
		810 5-899-2-65065 COMPUTER SUPPLIES				212.24	WEB SUBSCRIPTIONS		
		VENDOR TOTALS		REG. CHECK			212.24	212.24CR	0.00
							212.24	0.00	
01-1729	MMTG								
	I 794	MMTG DUES JULY - DEC 2013	AP		R	7/12/2013	1,010.00	1,010.00CR	
		G/L ACCOUNT					1,010.00		
		630 5-820-1-62100 DUES/FEES				1,010.00	MMTG DUES JULY - DEC 2013		
		VENDOR TOTALS		REG. CHECK			1,010.00	1,010.00CR	0.00
							1,010.00	0.00	
01-1885	NGES								
	I 5220	CALIBRATE ODORATOR GAS	AP		R	7/12/2013	110.89	110.89CR	
		G/L ACCOUNT					110.89		
		640 5-825-2-63500 OPERATIONAL EQUIPT MAINT & REP				110.89	CALIBRATE ODORATOR GAS		
		VENDOR TOTALS		REG. CHECK			110.89	110.89CR	0.00
							110.89	0.00	

PACKET: 01566 Council Mtg 071513 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-1957	O'ROURKE MOTORS INC								
	I 27616	REPAIRS #68	AP		R	8/11/2013	972.84	972.84CR	
		G/L ACCOUNT					972.84		
		810 5-899-2-63321 REPAIR PARTS					972.84 REPAIRS #68		
		VENDOR TOTALS	REG. CHECK				972.84	972.84CR	0.00
							972.84	0.00	
01-2015	PENGUIN MANAGEMENT INC								
	I 17351	CHARGES FOR EXTRA CALLS-FIR	AP		R	7/12/2013	35.72	35.72CR	
		G/L ACCOUNT					35.72		
		001 5-150-2-64190 TECHNOLOGY					35.72 CHARGES FOR EXTRA CALLS-FIRE		
		VENDOR TOTALS	REG. CHECK				35.72	35.72CR	0.00
							35.72	0.00	
01-2019	PEPSI-COLA								
	I 80828253	DRINK ORDER	AP		R	7/12/2013	416.97	416.97CR	
		G/L ACCOUNT					416.97		
		001 5-465-2-65031 CONCESSIONS					416.97 DRINK ORDER		
	I 97065011	DRINK ORDER	AP		R	7/12/2013	452.38	452.38CR	
		G/L ACCOUNT					452.38		
		001 5-465-2-65031 CONCESSIONS					452.38 DRINK ORDER		
		VENDOR TOTALS	REG. CHECK				869.35	869.35CR	0.00
							869.35	0.00	
01-2109	RED BIRD CONSTRUCTION								
	I 328	OUTFIELD SIGNS MENS SLOWPI	AP		R	7/12/2013	81.39	81.39CR	
		G/L ACCOUNT					81.39		
		001 5-444-2-65070 OPERATING SUPPLIES					81.39 OUTFIELD SIGNS MENS SLOWPITCH		
		VENDOR TOTALS	REG. CHECK				81.39	81.39CR	0.00
							81.39	0.00	

PACKET: 01566 Council Mtg 071513 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-2199	SHERMCO INDUSTRIES INC								
I	13-11776	GENERATOR CONTROL MODIFICAT AP			R	7/12/2013	9,850.00	9,850.00CR	
		G/L ACCOUNT					9,850.00		
		306 5-820-2-64070 ENGINEERING				9,850.00	GENERATOR CONTROL MODIFICATION		
		VENDOR TOTALS		REG. CHECK			9,850.00	9,850.00CR	0.00
							9,850.00	0.00	
01-1	SHOTTENKIRK								
I	496071	632 GLASS #13	AP		R	7/12/2013	58.76	58.76CR	
		G/L ACCOUNT					58.76		
		810 5-899-2-63321 REPAIR PARTS				58.76	SHOTTENKIRK:632 GLASS #13		
		VENDOR TOTALS		REG. CHECK			58.76	58.76CR	0.00
							58.76	0.00	
01-2238	STAATS								
I	62642	780 RIBBONS SWIM CLUB	AP		R	7/12/2013	281.90	281.90CR	
		G/L ACCOUNT					281.90		
		001 5-442-2-65070 OPERATING SUPPLIES				281.90	780 RIBBONS SWIM CLUB		
		VENDOR TOTALS		REG. CHECK			281.90	281.90CR	0.00
							281.90	0.00	
01-2247	STAPLES BUSINESS ADVANTAGE								
I	3202787690	PAPER FOR 4TH, OFFICE SUPPL AP			R	8/11/2013	380.91	380.91CR	
		G/L ACCOUNT					380.91		
		001 5-620-2-65315 JULY 4TH CELEBRATION				269.80	PAPER FOR 4TH OF JULY INSERTS		
		835 5-899-2-65060 OFFICE SUPPLIES				111.11	OFFICE SUPPLIES ADMIN		
I	3203249112	LABELS, PAPER FOR THE 4TH AP			R	8/11/2013	63.55	63.55CR	
		G/L ACCOUNT					63.55		
		001 5-620-2-65315 JULY 4TH CELEBRATION				43.56	PAPER FOR 4TH OF JULY INSERTS		
		835 5-899-2-65060 OFFICE SUPPLIES				19.99	LABELS ADMIN		
		VENDOR TOTALS		REG. CHECK			444.46	444.46CR	0.00
							444.46	0.00	

PACKET: 01566 Council Mtg 071513 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-2261	STORM STEEL								
I	331660	PLATE FOR SHOP BENCH	AP		R	8/11/2013	256.87	256.87CR	
		G/L ACCOUNT					256.87		
		810 5-899-2-63100 BUILDING MAINTENANCE & REPAIR				256.87	PLATE FOR SHOP BENCH		
		VENDOR TOTALS	REG. CHECK				256.87	256.87CR	0.00
							256.87	0.00	
01-2260	STUART C IRBY CO								
I	S007591428.001	ARC FLASH KIT ELECTRIC	AP		R	7/12/2013	747.55	747.55CR	
		G/L ACCOUNT					747.55		
		630 5-820-2-65100 SAFETY				747.55	ARC FLASH KIT ELECTRIC		
		VENDOR TOTALS	REG. CHECK				747.55	747.55CR	0.00
							747.55	0.00	
01-2400	TIPTON CONSERVATIVE								
I	201307124100	FAC AD	AP		R	8/11/2013	16.00	16.00CR	
		G/L ACCOUNT					16.00		
		001 5-465-2-64020 ADVERTISING				16.00	FAC AD		
I	201307124101	WAGES,PUBLIC HRG,MIN,ORD	AP		R	8/11/2013	950.86	950.86CR	
		G/L ACCOUNT					950.86		
		835 5-899-2-64140 PRINTING & PUBLISHING				950.86	WAGES,PUBLIC HRG,MIN,ORD		
I	201307124102	4TH OF JULY INSERTS	AP		R	8/11/2013	210.00	210.00CR	
		G/L ACCOUNT					210.00		
		001 5-620-2-65315 JULY 4TH CELEBRATION				210.00	4TH OF JULY INSERTS		
		VENDOR TOTALS	REG. CHECK				1,176.86	1,176.86CR	0.00
							1,176.86	0.00	
01-2410	TIPTON ELECTRIC MOTORS								
I	258942	FLOAT VAVLE PRESSURE WASHER	AP		R	8/11/2013	23.98	23.98CR	
		G/L ACCOUNT					23.98		
		810 5-899-2-63321 REPAIR PARTS				23.98	FLOAT VAVLE PRESSURE WASHER		
I	259321	POWER WASHER INSTALL	AP		R	8/11/2013	169.89	169.89CR	
		G/L ACCOUNT					169.89		
		310 5-750-3-67500 NEW FIRE STATION				169.89	POWER WASHER INSTALL		

PACKET: 01566 Council Mtg 071513 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
I 259322		POWER WASHER INSTALL	AP		R	8/11/2013	440.88	440.88CR	
		G/L ACCOUNT					440.88		
		310 5-750-3-67500 NEW FIRE STATION				440.88	POWER WASHER INSTALL		
I 259326		VEHICLE UNDERSIDE WASH SYST	AP		R	8/11/2013	1,086.00	1,086.00CR	
		G/L ACCOUNT					1,086.00		
		310 5-750-3-67500 NEW FIRE STATION				1,086.00	VEHICLE UNDERSIDE WASH SYSTEM		
		VENDOR TOTALS	REG. CHECK				1,720.75	1,720.75CR	0.00
							1,720.75	0.00	
01-2488		TRANS-IOWA EQUIPMENT INC							
I 7131672		3 FILTER ELEMENTS #33	AP		R	7/12/2013	265.04	265.04CR	
		G/L ACCOUNT					265.04		
		810 5-899-2-63321 REPAIR PARTS				265.04	3 FILTER ELEMENTS #33		
		VENDOR TOTALS	REG. CHECK				265.04	265.04CR	0.00
							265.04	0.00	
01-2483		TRITECH SOFTWARE SYSTEMS							
I 040072		AMBULANCE BILLING	AP		R	7/12/2013	715.00	715.00CR	
		G/L ACCOUNT					715.00		
		001 5-160-2-64910 CONTRACT SERVICES				715.00	AMBULANCE BILLING		
		VENDOR TOTALS	REG. CHECK				715.00	715.00CR	0.00
							715.00	0.00	
01-2553		UTILITY SALES & SERVICE INC							
I 9873		2" PLASTIC PIPE GAS	AP		R	7/12/2013	705.67	705.67CR	
		G/L ACCOUNT					705.67		
		640 5-825-2-65300 METERS				705.67	2" PLASTIC PIPE GAS		
I 9874		SUPPLIES FOR GAS SERVICE LI	AP		R	7/12/2013	553.00	553.00CR	
		G/L ACCOUNT					553.00		
		640 5-825-2-65307 SERVICE LINES				553.00	SUPPLIES FOR GAS SERVICE LINES		
		VENDOR TOTALS	REG. CHECK				1,258.67	1,258.67CR	0.00
							1,258.67	0.00	

PACKET: 01566 Council Mtg 071513 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT / DISC DT	GROSS / BALANCE	PAYMENT / DISCOUNT	OUTSTANDING
01-2559	VERIZON WIRELESS								
	I 9707575557	MONTHLY 4G SERVICE	AP		R	8/11/2013	440.00	440.00CR	
		G/L ACCOUNT					440.00		
		835 5-899-2-63730 TELECOMMUNICATIONS EXPENSE					440.00 MONTHLY 4G SERVICE		
		VENDOR TOTALS	REG. CHECK				440.00	440.00CR	0.00
							440.00	0.00	
01-2640	WENDLING QUARRIES INC								
	I 516706	21.04 TN STONE & SAND - STR AP			R	8/11/2013	194.51	194.51CR	
		G/L ACCOUNT					194.51		
		001 5-210-2-65070 OPERATING SUPPLIES					194.51 21.04 TN STONE & SAND - STREET		
		VENDOR TOTALS	REG. CHECK				194.51	194.51CR	0.00
							194.51	0.00	
01-2651	WEST BRANCH TIMES								
	I 062713WBT	4TH OF JULY AD	AP		R	8/11/2013	160.00	160.00CR	
		G/L ACCOUNT					160.00		
		001 5-620-2-65315 JULY 4TH CELEBRATION					160.00 4TH OF JULY AD		
		VENDOR TOTALS	REG. CHECK				160.00	160.00CR	0.00
							160.00	0.00	
01-2700	XEROX CORPORATION								
	I 068925930	METER CHARGES	AP		R	8/11/2013	961.13	961.13CR	
		G/L ACCOUNT					961.13		
		835 5-899-2-65070 OPERATING SUPPLIES					961.13 METER CHARGES		
	I 068925931	BASE CHARGE	AP		R	8/11/2013	1,002.73	1,002.73CR	
		G/L ACCOUNT					1,002.73		
		835 5-899-2-64151 COMMERCIAL EQPT RENTAL & LEASE					1,002.73 BASE CHARGE		
		VENDOR TOTALS	REG. CHECK				1,963.86	1,963.86CR	0.00
							1,963.86	0.00	

PACKET: 01566 Council Mtg 071513 AL

VENDOR SET: 01

REPORT TOTALS

FUND DISTRIBUTION

FUND NO#	FUND NAME	AMOUNT
001	GENERAL GOVERNMENT	12,187.97CR
002	COMMUNICATIONS - LOCAL AC	9.95CR
306	69 KV SUBSTATION PROJECT	10,579.74CR
310	NEW FIRE STATION	1,696.77CR
600	WATER OPERATING	12,042.35CR
610	WASTEWATER/AKA SEWER REVE	12,210.00CR
630	ELECTRIC OPERATING	12,791.79CR
640	GAS OPERATING	2,601.51CR
660	AIRPORT OPERATING	545.00CR
670	GARBAGE COLLECTION	7,924.40CR
750	CEMETERY ENTERPRISE	257.24CR
810	CENTRAL GARAGE	4,311.60CR
835	ADMINISTRATIVE SERVICES	4,830.55CR
	** TOTALS **	81,988.87CR

---- TYPE OF CHECK TOTALS ----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS		81,988.87	81,988.87CR	0.00
		81,988.87	0.00	
EFT		0.00	0.00	0.00
		0.00	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS		81,988.87	81,988.87CR	0.00
		81,988.87	0.00	

TOTAL CHECKS TO PRINT: 62

ERRORS: 0 WARNINGS: 0

AGENDA ITEM # L-2

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	July 15, 2013
AGENDA ITEM:	Street Closure
ACTION:	Motion

SYNOPSIS: Rhino's Bar and Grill is requesting the closure of 6th Street north of their building for a street dance during Ridiculous Days. The Chamber has decided not to have a band this year so there is no conflict between events.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Manager

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Request from Rhino's

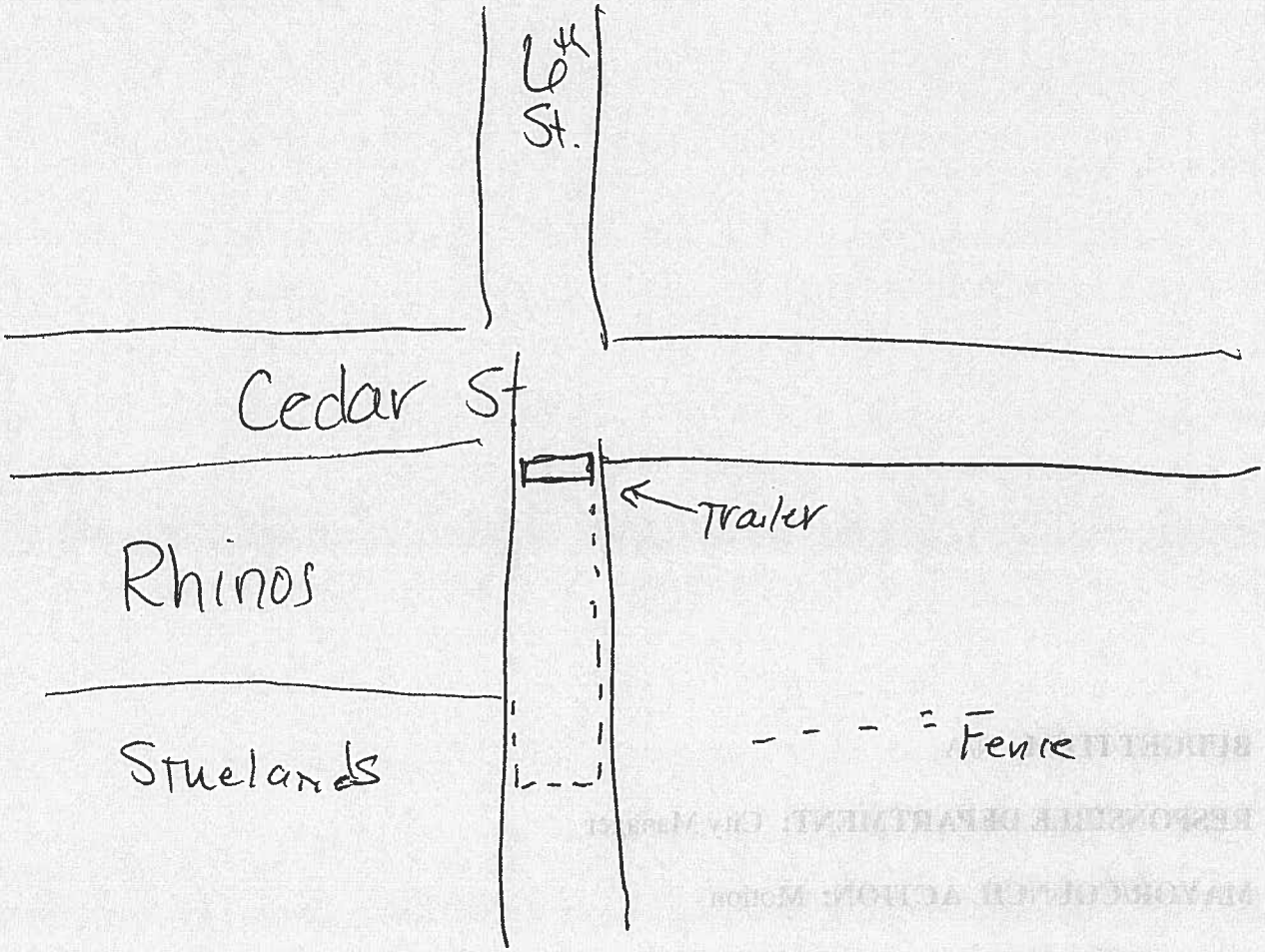
PREPARED BY: Chris Nosbisch **DATE PREPARED:** 7/11/13

RECEIVED JUL - 5 2013

I would like to request permission from the City of Tipton to block off a portion of 6th street on Aug 3rd, 2013 from approximately 10am to 10am the following day for a Rhino's street dance.
We are hoping the dance will bring more people to Tipton's Ridiculous Days events as well as boost profits for Rhino's.
We will use snow fence to ensure all alcoholic beverages are kept within the approved area. We will have a door person at each opening to ensure no beverages are taken out of the area. All drinks will be served in plastic, no glass will be used.

Thank you.

Nicole Reynolds
Manager
Rhino's Grill
563-212-2444



AGENDA ITEM # L - 3

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	July 15, 2013
AGENDA ITEM:	Airport Consulting Addendum
ACTION:	Motion

SYNOPSIS: Enclosed is a copy of the addendum to the Airport consulting agreement. By approving this addendum, you are giving McClure Engineering the go ahead to start working on the Land Acquisition of the project. The $7,500 that is proposed includes the surveys and the appraisal process.

BUDGET ITEM: N/A

MAYOR/COUNCIL ACTION: Motion

RESPONSIBLE DEPARTMENT: City Manager

ATTACHMENTS: Addendum # 1

PREPARED BY: Chris Nosbisch **DATE PREPARED:** 7/11/13

AGENDA ITEM # L - 3

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	July 15, 2013
AGENDA ITEM:	Airport Consulting Addendum
ACTION:	Motion

SYNOPSIS: Enclosed is a copy of the addendum to the Airport consulting agreement. By approving this addendum, you are giving McClure Engineering the go ahead to start working on the Land Acquisition of the project. The $7,500 that is proposed includes the surveys and the appraisal process.

BUDGET ITEM: N/A

MAYOR/COUNCIL ACTION: Motion

RESPONSIBLE DEPARTMENT: City Manager

ATTACHMENTS: Addendum # 1

PREPARED BY: Chris Nosbisch DATE PREPARED: 7/11/13

Project No. TIP-2513001-01
Project Name: Amend No. 1 – Phase I Land Acquisition Services
Project Manager: Andy Maysent, P.E.

AIRPORT IMPROVEMENTS
Amendment No. 1 to the Agreement Dated February 4, 2013
Phase I Land Acquisition Services

This Amendment No. 1, made on the _____ day of _____, ***2013***, by and between ***McClure Engineering Company, of North Liberty, Iowa*** (herein referred to as **"Engineer"**) and the ***City of Tipton, Iowa*** (hereinafter referred to as **"Owner"**). Services shall be performed per the fees, terms and conditions outlined in this agreement. The **Engineer** shall provide land acquisition services for the project which are based on the CIP data sheets attached to this agreement as Exhibit 'B', located at the **Mathews Memorial Airport.**

PROJECT DESCRIPTION:
In anticipation of the future Runway 12/30 construction at the Mathews Memorial Airport, land will be acquired to attain the proper approaches and safety areas according to the FAA approved Airport Layout Plan (ALP) drawings.

The first phase of land acquisition services includes finalizing the Exhibit A Property Map which clearly identifies the land to be acquired, consulting with the FAA Project Manager to verify proposed parcels for acquisitions, verifying environmental requirements of the National Environmental Policy Act (NEPA) are satisfied, initiating contact with affected land owners, meeting individually with each affected land owner, determine their willingness to sell, and report findings to Council/Staff.

Phase II of the land acquisition services will include preparing survey and plats for the proposed property acquisition, completing Environmental Site Assessments (ESA), and coordinating appraisals and appraisals reviews.

Not included in this agreement are the Phase III services. Phase III services will include making written offers, negotiating the purchase agreements, coordinating closing, and providing relocation assistance.

1. The **Owner** shall provide information, which shall set forth the **Owner's** objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. (See Exhibit 'C' for **Owner's** responsibilities).
2. The **Engineer** shall provide the following services, including:

	Item	Included	Not Included
A.	***Preliminary Design***		
	1. Conduct Project Kickoff Meeting with Owner.	☐	☒
	2. Confirm Scope, Extent and Character of the Project:		
	▪ Final Design Criteria	☐	☒
	▪ Field Surveys to Determine Existing Conditions	☐	☒
	▪ Develop Construction Item List	☐	☒
	▪ Review Project Questions and Issues	☐	☒
	▪ Building Layouts	☐	☒
	▪ Operation and Maintenance Concepts	☐	☒
	▪ Utility Requirements	☐	☒
	▪ Site Plans	☐	☒
	3. Topographic Survey	☐	☒
	4. Prepare Revised "Opinion of Probable Costs".	☐	☒
	5. Conduct Meeting with Owner to Review Preliminary Design.	☐	☒
B.	***Final Design***		
	1. Prepare Final Project Drawings.	☐	☒
	2. Prepare Final Project Specifications.	☐	☒
	3. Prepare written applications for permits for construction from the IDOT/FAA and other agencies.	☐	☒
	4. Prepare *Revised Opinion of Probable Cost.*	☐	☒
	5. Prepare Construction Contract Agreement form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders, and Instructions to Bidders.	☐	☒
	6. Review 70% and 100% Final Design with the Owner (2 meetings).	☐	☒
	7. Furnish the following copies of the above documents:		
	▪ 5 Copies to Owner	☐	☒
	▪ 2 Copies to IDOT	☐	☒
	▪ 2 Copies to FAA	☐	☒
C.	***Advertising, Bidding, Contract Award***		
	1. Assist Owner in advertising for and obtaining bids.	☐	☒
	2. Conduct Prebid Conference at Owner's location (1 meeting).	☐	☒
	3. Provide Drawings, Specifications, Contract Documents and Bid Documents to prospective Bidders.	☐	☒
	4. Issue Addenda to interpret or clarify bid documents.	☐	☒
	5. Review prebid submittals from Bidders.	☐	☒
	6. Attend Bid opening (at Owner's location) and prepare Bid Tabulation (1 meeting).	☐	☒
	7. Review Bidders qualifications, bids, and other documents and make recommendation for award of contract.	☐	☒
	8. Attend one (1) meeting to present bids to owners	☐	☒

McCLURE ENGINEERING CO.

	Item	Included	Not Included
D.	***Construction Administration***		
	1. Provide general administration of construction contract as Owner's representative.	☐	☒
	2. Visit site of construction at appropriate stages of construction to observe the Contractor's work.	☐	☒
	3. Issue interpretations and clarifications of contract documents.	☐	☒
	4. Review Shop Drawings.	☐	☒
	5. Act as initial interpreter of the requirements of the Contract Documents.	☐	☒
	6. Review and process the Contractor's application for payment.	☐	☒
	7. Attend Construction Progress Meetings.	☐	☒
E.	***Construction Staking***		
	8. Establish field construction controls	☐	☒
	9. Set control points	☐	☒
F.	***Resident Project Representative***		
	1. Provide a Resident Project Representative to be on-site during construction (see Exhibit 'D', "A Listing of Duties, Responsibilities and Limitations of Authority of the Resident Project Representative" in the original agreement).	☐	☒
G.	**Legal Surveys**		
	1. Courthouse Research/Title Search	☐	☒
	2. Field Work/Surveying	☐	☒
	3. Preparation of Plats/Legal Descriptions	☐	☒
H.	**Soil Boring Coordination**		
	1. Request for Proposal to Geotechnical Firms	☐	☒
	2. Review Proposals/Recommendation for Award	☐	☒
I.	**Erosion Control Plan/Permit**		
	1. Preparation of Plan	☐	☒
	2. Application for Erosion Control Permit	☐	☒
J.	**Airport Improvement Program (AIP) Funding Administration**		
	1. Prepare AIP Project Application	☐	☒
	2. Prepare AIP Sponsor Assurance	☐	☒
	3. Prepare AIP Sponsor Certifications	☐	☒
	4. Prepare AIP Outlay Requests	☐	☒
	5. Prepare AIP Grant Closeout	☐	☒
	6. Prepare AIP Quarterly Performance Reports	☐	☒
K.	**Record Drawings**		
	1. As-Built Record Drawings	☐	☒
	2. Hard Copies ____0____ EA @ $_100__*	☐	☒
	3. Electronic Copies __0___ EA @ $_50__*	☐	☒
L.	**Airport Layout Drawing**		
	1. Update Airport Layout Drawing to incorporate infrastructure changes under this agreement.	☐	☒
	2. Hard Copies ____0____ EA @ $____100__*	☐	☒
	3. Electronic Copies ___0____ EA @ $__50__*	☐	☒
M.	**Geographical Information Systems (GIS)**		
	1. Provide GIS Services (see Exhibit 'G')	☐	☒
N.	**Assurance Testing**		
	1. Request for Proposal to Testing Firms	☐	☒
	2. Review Proposals/Recommendation for Award	☐	☒
	3. Provide Assurance Testing in accordance with Iowa DOT/FAA standards	☐	☒

	Item	Included	Not Included
O.	**Land Acquisition**		
	Phase I Services:		
	1. Develop and Update Exhibit A Property Map that clearly delineates the land to be required	☒	☐
	• Initiate contact with affected land owners	☒	☐
	• Meet individually with each affected land owner	☒	☐
	• Determine willingness to sell	☒	☐
	• Report to Council/Staff summary of findings	☒	☐
	2. Consult with the FAA Project Manager to verify that proposed parcels on approved ALP)	☒	☐
	3. Verify environmental requirements of the National Environmental Policy Act (NEPA) are met	☒	☐
	Phase II Services:		
	4. Surveys and Plats		
	• Identify surveys and plats that will be needed for proposed property acquisition	☒	☐
	• Prepare Survey Plats and Legal Descriptions for parcels	☒	☐
	• Prepare and submit revised Exhibit 'A' Property Map to Iowa DOT/FAA	☒	☐
	5. Preliminary Title Search		
	• Identify title search companies	☒	☐
	• Order Preliminary title searches to confirm ownership and encumbrances	☒	☐
	6. Appraisals		
	• Select and Negotiate contract for Appraisals and Review Appraisals	☒	☐
	7. Select and negotiate contract for Environmental Site Assessment (ESA) consultant, if required	☒	☐
	8. Select and negotiate contract for land acquisition and relocation consultant, if required	☒	☐
	9. Conduct a due diligence environmental audit to determine if hazardous material or contamination are present on the subject properties.	☒	☐
	10. Prepare relocation plan if there are any persons to be displaced	☒	☐
	11. Coordinate appraisals and appraisal review, and approve appraised fair market value.	☒	☐
	12. Submit appraisal and review appraisal reports to the FAA for review and acceptance	☒	☐
	Phase III Services:		
	13. Make written offer of just compensation.	☐	☒
	• At initiation of negotiations, provide general notice of the property owner's rights and entitlements on the acquisition of their property and an explanation of the relocation assistance and payment entitlements.	☐	☒
	• Provide notice of relocation eligibility to displaced persons.	☐	☒
	14. Negotiate purchase agreements	☐	☒
	15. Coordinate Closing / Court Award, Title Conveyance and Scheduled Possession	☐	☒
	16. Coordinate Relocation Assistance for displaced persons	☐	☒
	17. Coordinate Land Acquisition Parcels and Funding with Iowa DOT/FAA	☐	☒
P.	**Other Meetings**		
	1. Special meetings with Council/Staff	☐	☒
	2. Public Informational Meetings	☐	☒
	3. Regulatory Agencies	☐	☒

3. The following Services are not included in this Agreement, but shall be provided as Additional Services if authorized or confirmed in writing by the Owner:

   A. Phase III Land Acquisition Services (making written offers, negotiating the purchase agreements, coordinating closing, and providing relocation assistance)

4. Payment to the **Engineer** shall be made on a monthly basis, within 30 days of invoice for work completed to date, as per the following basis:

☐	A.	Preliminary Design	Lump Sum	$	-
☐	B.	Final Design	Lump Sum	$	-
☐	C.	Advertise, Bidding, Contract Award	Lump Sum	$	-
☐	D.	Construction Administration	Lump Sum	$	-
☐	E.	Construction Staking	Lump Sum	$	-
☐	F.	Resident Project Representative	Cost + Fixed Fee (NTE)	$	-
☐	G.	Legal Surveys	Lump Sum	$	-
☐	H.	Soil Boring Coordination	Lump Sum	$	-
☐	I.	Erosion Control Plan/Permit	Lump Sum	$	-
☐	J.	AIP Funding Administration	Lump Sum	$	-
☐	K.	Record Drawings	Lump Sum	$	-
☐	L.	Airport Layout Drawing	Lump Sum	$	-
☐	M.	GIS	Lump Sum	$	-
☐	N.	Assurance Testing	Cost	$	-
☒	**O.**	**Land Acquisition**			
		Phase I Services	**Time and Materials (NTE*)**	$	7,500
		Phase II Services	**Lump Sum**	$	TBD
☐	P.	Other Meetings	Time and Materials	$	TBD

TOTAL $ 7,500

*NTE – Not to Exceed

5. This Agreement represents the entire and integrated Agreement between the **OWNER** and the **ENGINEER**.

		Included	Not Included
Exhibit 'A'	Hourly Rate Schedule	☒	☐
Exhibit 'B'	CIP Data Sheets	☒	☐
Exhibit 'C'	Owner's Responsibilities	☒	☐
Exhibit 'D'	Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	☐	☒
Exhibit 'E'	Federal Aviation Administration Requirements	☒	☐
Exhibit 'F'	Estimated Costs for Consultant Services	☒	☐
Exhibit 'G'	Project Schedule	☒	☐

SPECIAL INSTRUCTIONS:
Full authorization to begin with the Phase II Land Acquisition services including survey and plats, appraisals and review appraisals shall be based on the need and direction from the City.
Phase III authorization shall be based on the need and direction from the City.

OWNER: City of Tipton, Iowa

By: _____

Title: _____

ENGINEER: McClure Engineering Company
North Liberty, Iowa

Signed: _____

Title: _____

McCLURE ENGINEERING CO.

McCLURE ENGINEERING COMPANY
FEDERAL TERMS AND CONDITIONS

ACCESS TO SITE: The **Engineer** shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The **Engineer** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The Engineer does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Engineer** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Engineer.**

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the **Engineer's** work by the **Owner**, the **Engineer** shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The **Engineer** will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by **Engineer** in doing work on the project, shall remain the property of the **Owner**. The documents prepared by the **Engineer** for this Project are for use solely with respect to this Project. The **Engineer's** Drawings, Specifications or other documents shall not be used by the **Owner** on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the **Engineer.**

OPINIONS OF PROBABLE COSTS: It is recognized that neither the **Engineer** nor the **Owner** has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the **Engineer** cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the **Engineer.**

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than $200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner, Engineer,** and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: See Termination of Contract in Exhibit 'E'.

This Agreement may be terminated by either party upon not less than seven days written notice. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the Engineer in the event the Project is permanently abandoned.

Failure of the **Owner** to make payments to the **Engineer** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Engineer** for services, the **Engineer** may, upon seven days' written notice to the **Owner,** suspend performance of services under this Agreement. Unless payment in full is received by the **Engineer** within seven days of the date of the notice, the suspension shall take effect without further notice.

In the event of termination not the fault of the **Engineer**, the **Engineer** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

CONTRACTOR MATTERS: The **Engineer** has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the **Engineer** shall not be responsible for or assume liability for the same.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the **Owner**, third parties, and/or research performed by the **Engineer** or its subcontractors. Unfortunately, the information the **Engineer** must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the **Owner** agrees to indemnify and hold harmless the **Engineer** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Engineer** under this Agreement.

SHOP DRAWING REVIEW: If, as part of this Agreement **Engineer** reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by **Engineer**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. **Engineer** shall not be responsible for any deviations from the contract documents not brought to the attention of **Engineer** in writing by the contractor. **Engineer** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Engineer** is providing construction observation services, **Engineer** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is preceding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the **Owner** has not retained the **Engineer** to make detailed inspections or to provide exhaustive or continuous project review and observation services. **Engineer** does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

HAZARDOUS MATERIALS – INDEMNIFICATION: The **Engineer** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Engineer** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

LIMITATION OF LIABILITY: The **Engineer's liability** shall be limited to $50,000 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

WAIVERS: The **Owner** and the **Engineer** waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Engineer** each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The **Owner** and **Engineer,** respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Engineer** shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the law of the principal place of business of the **Engineer.**

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **Engineer** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Engineer.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Engineer.**

EXHIBIT 'A'

McCLURE ENGINEERING CO

McCLURE ENGINEERING COMPANY
HOURLY RATE SCHEDULE
(Effective through December 31, 2013)

PERSONNEL	HOURLY RATE
Administrative Assistant (AA)	$55.00
Engineer II (E-II)	$110.00
Engineer I (E-I)	$140.00
Registered Land Surveyor	$145.00
Principal	$165.00
Senior Principal	$185.00
Engineering Technician (ET)	$90.00
Cad Technician (CT)	$65.00
Senior On-Site Representative (OSR)	$85.00
On-Site Representative (OSR)	$70.00
GPS Survey Crew	$160.00
Survey Crew	$150.00
Crew Chief (CC)	$80.00
Crew Member (CM)	$65.00

MISCELLANEOUS EXPENSES	
Survey Vehicle Mileage	$0.75/Mile
Automobile Mileage	$0.55/Mile
Plans	$0.12/Sq. Ft.
Vellums	$0.50/Sq. Ft.
Out-of-Pocket Expenses (Meals, Hotels, etc.)	At Cost + 10%
Large Format Color Prints	$5.00/Sq. Ft

Iowa Department of Transportation
Form 291112wd (09-121)

FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PROGRAM (CIP)

Airport Name: Mathews Memorial Airport-Tipton, IA

Telephone: 563-886-4259

Prepared By: Chris Nosbisch, City Manager

Date Approved:

Date Prepared: November 2012

Project Description	Funding Source	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
Land Acquisition-Parcel A (15 acres) (See Exhibit A-Airport Property)	Federal State Local Total	$ 185,400.00 $ 0.00 $ 20,600.00 $ 206,000.00	$ No project $ $	$ $ $ $	$ No project $ $	$ $ $ $
Land Acquisition-Parcels D & E (33.5 acres) (See Exhibit A-Airport Property)	Federal State Local Total	$ $ $ $	$ $ $ $	$ 388,350.00 $ 0.00 $ 43,150.00 $ 431,500.00	$ $ $ $	$ $ $ $
Land Acquisition-Parcels B,C & F (78.7 acres m/l-may defer until 2019)	Federal State Local Total	$ $ $ $	$ $ $ $	$ $ $ $	$ $ $ $	$ 905,760.00 $ 0.00 $ 100,640.00 $ 1,006,400.00
	Federal State Local Total	$ $ $ $	$ $ $ $	$ $ $ $	$ $ $ $	$ $ $ $
	Federal State Local Total	$ $ $ $	$ $ $ $	$ $ $ $	$ $ $ $	$ $ $ $
	Federal State Local Total	$ $ $ $	$ $ $ $	$ $ $ $	$ $ $ $	$ $ $ $

Iowa Department of Transportation
Form 291113wd (09-12)

AIRPORT LONG RANGE NEEDS ASSESSMENT

FFY 2019 – FFY 2023

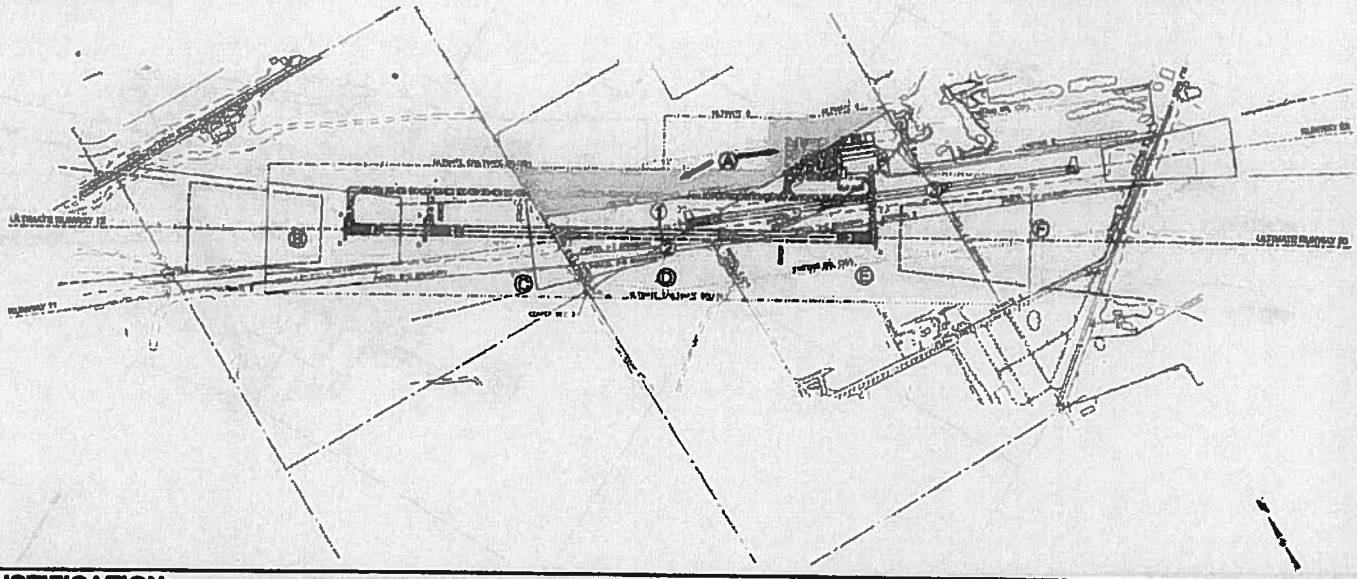
Airport Name: Mathews Memorial Airport

Description of Project (Include estimated Fiscal Year)	Funding Source	Total Estimated Cost
RW 12/30 Grade & Drain (75' x 3,400') turnaround	Federal: State: Local: Total:	$ 807,075.00 $ 0.00 $ 88,675.00 $ 895,750.00
RW 12/30 Pave, Mark, Light (75' x 3,400') turnaround	Federal: State: Local: Total:	$ 2,182,219.00 $ 0.00 $ 242,469.00 $ 2,424,688.00
Aircraft Storage-10 unit tee hangar	Federal: State: Local: Total:	$ 0.00 $ 347,675.00 $ 347,675.00 $ 695,350.00
Rotating Beacon Light	Federal: State: Local: Total:	$ 0 $ 30,000.00 $ 30,000.00 $ 60,000.00
	Federal: State: Local: Total:	$ $ $ $
	Federal: State: Local: Total:	$ $ $ $

CIP DATA SHEET

AIRPORT	Mathews Memorial	LOCID	8C4	LOCAL PRIORITY	1
PROJECT DESCRIPTION	Acquire Parcel A (15 acres)			Identify FFY that you desire to construct (FFY: Oct 1-Sept 30)	2014

SKETCH



JUSTIFICATION:
Acquire Parcel A (15 acres).

COST ESTIMATE: (Attach detailed cost estimate)

Federal (90%)	$185,400.00	State	$0.00	Local (10%)	$20,600.00	Total	$206,000.00

SPONSOR'S VERIFICATION:
For each and every project as applicable

Date	(see instruction sheet)
2-1-10	- Date of approved ALP with project shown
In Progress	- Date of environmental determination (ROD, FONSI, CE), or cite CE paragraph # (307-312) in Order 1050.1E
	- Date of land acquisition or signed purchase agreement
	- Date of pavement maintenance program
	- Snow removal equipment inventory & sizing worksheet (for SRE acquisition)
	- Apron sizing worksheet (for apron projects)
—	Revenue producing facilities (for fuel farms, hangers, etc.)
	- Date statement submitted for completed airside development
	- Date statement submitted for runway approaches are clear of obstructions

FAA USE ONLY
FAA Verification (initial/date)

SPONSOR'S SIGNATURE: Chris Nosbisch DATE: 11/30/12

PRINTED NAME: Chris Nosbisch TITLE: City Manager

PHONE NUMBER: 563-886-6465

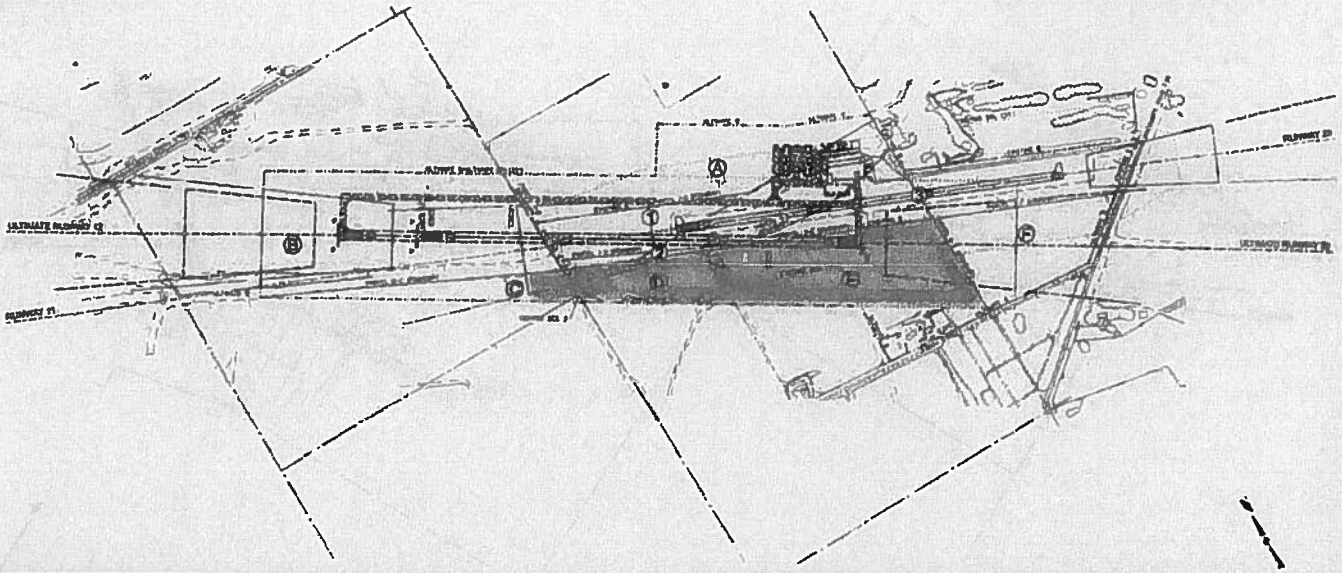
FAA USE ONLY

PROAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL $

CIP DATA SHEET

AIRPORT	Mathews Memorial	LOCID	8C4	LOCAL PRIORITY	2
PROJECT DESCRIPTION	Acquire Parcels D and E (33.5 acres)			Identify FFY that you desire to construct (FFY: Oct. 1-Sept. 30)	2016

SKETCH



JUSTIFICATION:
Land needed to accommodate construction of a new runway (RW 12/30); close existing runway (RW 11/29).

COST ESTIMATE: (Attach detailed cost estimate)

Federal (90%) $388,350.00 **State** $0.00 **Local (10%)** $43,150.00 **Total** $431,500.00

SPONSOR'S VERIFICATION:
For each and every project as applicable

FAA USE ONLY
FAA verification (initial/date)

Date	(see instruction sheet)
2-1-10	- Date of approved ALP with project shown
In Progress	- Date of environmental determination (ROD, FONSI, CE), or cite CE paragraph # (307-312) in Order 1050.1E
	- Date of land acquisition or signed purchase agreement
	- Date of pavement maintenance program
	- Snow removal equipment inventory & sizing worksheet (for SRE acquisition)
	- Apron sizing worksheet (for apron projects)
---	Revenue producing facilities (for fuel farms, hangers, etc.)
	- Date statement submitted for completed airside development
	- Date statement submitted for runway approaches are clear of obstructions

SPONSOR'S SIGNATURE: Chris Nosbisch DATE: 11/20/12

PRINTED NAME: Chris Nosbisch TITLE: City Manager

PHONE NUMBER: 563-886-6465

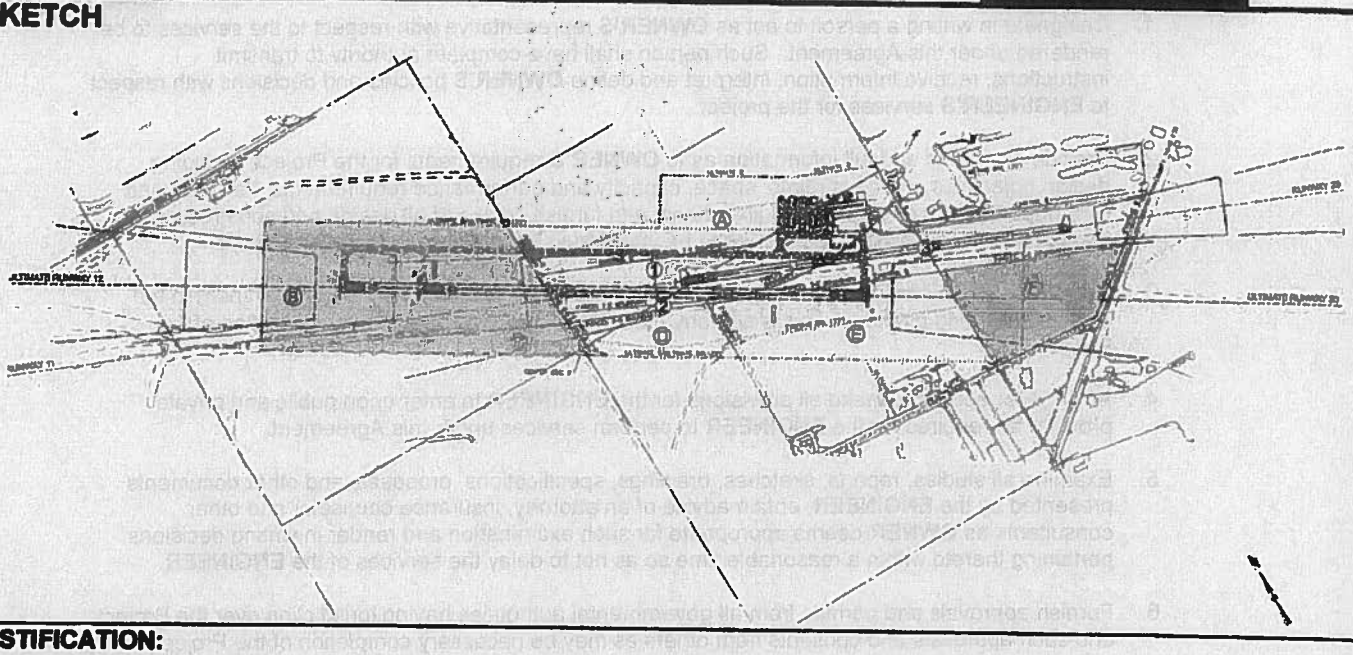
FAA USE ONLY

PRE-APP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL $

CIP DATA SHEET

AIRPORT	Mathews Memorial	LOCID	8C4	LOCAL PRIORITY	3
PROJECT DESCRIPTION	Acquire Parcels B,C, and F (78.7 acres)			Identify FFY that you desire to construct (FFY: Oct 1-Sept 30)	2018

SKETCH



JUSTIFICATION:
Acquire parcels B, C, and F.

COST ESTIMATE: (Attach detailed cost estimate)

Federal (90%)	$905,760.00	State	$0.00	Local (10%)	$100,640.00	Total	$1,006,400.00

SPONSOR'S VERIFICATION:
For each and every project as applicable

Date	(see instruction sheet)
2-1-10	- Date of approved ALP with project shown
In Progress	- Date of environmental determination (ROD, FONSI, CE), or cite CE paragraph # (307-312) in Order 1050.1E
	- Date of land acquisition or signed purchase agreement
	- Date of pavement maintenance program
	- Snow removal equipment inventory & sizing worksheet (for SRE acquisition)
	- Apron sizing worksheet (for apron projects)
----	Revenue producing facilities (for fuel farms, hangers, etc.)
	- Date statement submitted for completed airside development
	- Date statement submitted for runway approaches are clear of obstructions

FAA USE ONLY
FAA Verification (initial/date)

SPONSOR'S SIGNATURE: Chris Nosbisch DATE: 11/20/12

PRINTED NAME: Chris Nosbisch TITLE: City Manager

PHONE NUMBER: 563-886-4465

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL $

EXHIBIT 'C'

OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of the **ENGINEER.**

1. Designate in writing a person to act as **OWNER'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 **OWNER'S** policies and decisions with respect to **ENGINEER'S** services for the project.

2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.

3. Assist **ENGINEER** by placing at **ENGINEER'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. Arrange for access to make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.

5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the **ENGINEER**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** 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 **ENGINEER.**

6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary completion of the Project.

7. Attend the Prebid Conference, Bid opening, Preconstruction Conferences, Construction Progress Meetings and other job related meetings and Substantial Completion Inspection and Final Payment Inspection.

8. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of the **ENGINEER'S** services, or any defect or non-conformance in the work of any Contractor.

9. Retain all records relating to project cost, including supporting documents, for a period of three (3) years following payment by the FAA and/or Iowa DOT, and to make such records and documents available to DOT personnel for audit.

EXHIBIT 'E'

FEDERAL PROVISIONS REQUIRED FOR ALL A/E CONTRACTS

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS
During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

1.1 Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Consultant shall provide all information and reports required by the Regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Consultant assures that it will comply with pertinent Federal statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ***60*** days from the receipt of each payment the Consultant receives from ***the Owner.*** The Consultant agrees further to return retainage payments to each subcontractor within ***60*** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the ***Owner.*** This clause applies to both DBE and non-DBE subcontractors.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The Consultant or their subcontractors, by execution of a contract, certifies that it:

a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Additional Federal Provisions Required
for
A/E Contracts exceeding $10,000

TERMINATION OF CONTRACT

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Additional Federal Provisions Required
for
A/E Contracts exceeding $25,000

CERTIFICATION REGARDING DEBAREMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

Exhibit F

I. Direct Salary Costs

Title	Hours	Estimated Rate		Cost
Principal	26	$57.45	$	1,494
Project Manager/Engineer I	14	$48.75	$	683
CAD Technician	8	$22.62	$	181
Administrative Assistant	3	$19.16	$	57
		Total Direct Salary Costs	**$**	**2,415**

II. Labor and General Administrative Overhead

Percentage of Direct Salary Costs	149.70%	$	**3,615**

III. Direct Non-Salary Expenses

Printing	$	120
Postage	$	22
Travel	$	300
Lodging	$	-
Meals	$	50
Total Direct Non-Salary Expenses	**$**	**492**

IV. Subtotal (I+II+III) $ 6,521

V. Fixed Payment $ 978

15% of Item IV

VI. Subcontract Costs

N/A

Total Subcontract Costs $ -

VII. Total Not To Exceed Costs (IV+V+VI) $ 7,500

EXHIBIT 'G'

PROJECT SCHEDULE

MATHEWS MEMORIAL AIRPORT
PHASE 1 LAND ACQUISITION SERVICES

Phase I:

Engineering Contract Executed	July 15, 2013
Initiate contact with affected land owners	August-September 2013
Meet individually with each affected land owner	September 2013
Determine willingness to sell	September 2013
Report to Council/Staff summary of findings	September 2013

Phase II:

Prepare Survey and Plats	TBD*
Preliminary Title Searches	TBD*
Perform appraisals/review appraisals	TBD*
Conduct Environmental Site Assessments	TBD*
Prepare Relocation Plan	TBD*
Submit appraisal and review appraisal reports to FAA	TBD*

Phase III:

Make written offer of just compensation	TBD*
Negotiate purchase Agreements	TBD*
Finalize Purchase Agreements	TBD*
Land Acquisition Closings	TBD*
Finalize Land Grants	TBD*

*Completion of Phase II and III land acquisition will be based on the speed and direction of the City.

AGENDA ITEM # L - 4

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	July 1, 2013
AGENDA ITEM:	Building Review
ACTION:	Motion

SYNOPSIS: As I reported when we first started this project, I expected that the professional services needed would be increased to complete a full review. The initial assessment has been completed and the new agreement is for a more in depth review of the building. Sections will be opened up to look for causes and a more in depth report will be issued. If we can get this approved, they would like to come into town the week of the 29th which will get us back on schedule. Unfortunately, this agreement is for an amount not to exceed $39, 400 which may take us over the $50,000 mark with legal fees. Based upon their initial assessment, I do believe we need to move forward with this agreement. We need to have a thorough examination of the building to determine the cause of our problems and we will need a company to become our experts in this matter. There will likely be some additional expense with a local contractor as we will need someone to make the openings in the roof and walls and close them back up after the investigation.

BUDGET ITEM: N/A

MAYOR/COUNCIL ACTION: Motion.

RESPONSIBLE DEPARTMENT: City Manager

ATTACHMENTS: WJE Agreement

PREPARED BY: Chris Nosbisch **DATE PREPARED:** 7/11/13

AGENDA ITEM # L - 4

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	July 1, 2015
AGENDA ITEM:	Building Review
ACTION:	Motion

SYNOPSIS: As I reported when we first started this project, I expected that the professional services needed would be increased to complete a full review. The initial assessment has been completed and the new agreement is for a more in depth review of the building. Sections will be opened up to look for causes and a more in depth report will be issued. If we can get this approved, they would like to come into town the week of the 29th which will get us back on schedule. Unfortunately, this agreement is for an amount not to exceed $39, 400 which may take us over the $50,000 mark with legal fees. Based upon their initial assessment, I do believe we need to move forward with this agreement. We need to have a thorough examination of the building to determine the cause of our problems and we will need a company to become our experts in this matter. There will likely be some additional expense with a local contractor as we will need someone to make the openings in the roof and walls and close them back up after the investigation.

BUDGET ITEM: N/A

MAYOR/COUNCIL ACTION: Motion.

RESPONSIBLE DEPARTMENT: City Manager

ATTACHMENTS: WIP Agreement

PREPARED BY: Chris Nosbisch DATE PREPARED: 7/1/15

WJE | ENGINEERS ARCHITECTS MATERIALS SCIENTISTS

Wiss, Janney, Elstner Associates, Inc.
3609 South Wadsworth Boulevard, Suite 400
Lakewood, Colorado 80235
303.914.4300 tel | 303.914.3000 fax
www.wje.com

Via Email: [cnosbisch@tiptoniowa.org]

July 11, 2013

Mr. Chris Nosbisch
City Manager
407 Lynn Street
Tipton, IA 52772

Re: James Kennedy Aquatics Center Proposal
WJE No. 2013.3423.0

Dear Mr. Nosbisch:

At your request, Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to submit this proposal for professional services related to the investigation of various building envelope performance issues at the James Kennedy Aquatics Center located in Tipton, Iowa. This letter outlines the scope of services that WJE is proposing, as well as a budget for our services.

BACKGROUND

Construction of the James Kennedy Aquatics Center was reportedly completed in the summer of 2005. The facility consists of both an outdoor water park as well as an indoor pool facility. The building that houses the indoor pool, which is the focus of our investigation, includes a two-story tall natatorium flanked on each end with one-story structures. The natatorium is rectangular is shape with its long axis oriented in the east-west direction. The walls are constructed of insulated precast concrete wall panels and the low-sloped roof is framed with steel joists and protected by a single-ply EPDM membrane.

The one-story portions of the building house various support spaces including the lobby entrance, locker rooms, concessions area, office space, and mechanical equipment rooms. The facades are clad with lap siding and the sloped roofs are covered with a standing seam metal roofing.

It is our understanding that a recent evaluation of the facility by City of Tipton (the City) personnel has raised concerns regarding the building's current condition and long-term performance. These are primarily associated with moisture damage and staining, cracking of the precast facade panels, and billowing of the EPDM roofing membrane.

SCOPE OF SERVICES

Due to the nature of the issues at this facility, we recommend that a staged approach be taken. This approach will limit, as much as possible, the disruption to building operations; allow us to more effectively focus our exploratory work; and help control the overall cost of the investigation. Each step of this process is driven by what is learned during the previous phase, so it is not possible to give you a pre-determined list of what will take place during each phase. However, based on our experience with these types of investigations, we have outlined below what we anticipate will be necessary to properly evaluate your concerns and to develop a preliminary remediation scope.

Phase I - Document Review

It is our understanding that the City is in possession of numerous documents related to the construction of the James Kennedy Aquatics Center, and that these documents likely include the original construction drawings and specifications, shop drawings, product submittals, correspondence, photographs, etc.

Prior to our initial site visit WJE will request that the City provide us with the following documents:

- The original architectural and structural drawings and specifications (which we have already received).
- Precast wall panel shop drawings
- Concrete mix design for precast concrete wall panels
- Submittal packages for both roofing systems to include product data for single-ply membrane, standing seam metal, underlayment, adhesives, fasteners, cover board, insulation, etc.

We will use this and any related information provided to familiarize ourselves with the primary building enclosure assemblies before visiting the project site.

Phase II - Initial On-site Investigation

WJE will visit the site to document the existing conditions and collect physical samples for further analysis. This is likely to include exploratory openings at the low-sloped roof, temporary disassembly of a typical standing seam metal roof to side wall flashing condition, and 3 or 4 concrete cores that will be extracted from the outer wythe of the concrete wall panels.

The use of infrared thermography and ground penetrating radar may also be used to guide our exploratory work and to better understand underlying conditions beyond those revealed by these openings.

While on-site we will also further discuss with you and others familiar with the project the nature and history of the issues that have been observed. We would also like to conduct a review of the various documents you have relating to the project in an effort to determine if there is other pertinent information that should be included in our investigation.

We anticipate that WJE can create and provide temporary repairs at the exploratory openings within the roofing system. However, a local contractor will need to be retained to assist us with extraction of cores from the precast wall panels and patching of these locations. We will work with you to coordinate these services, but recommend that the contractor's services be provided and billed directly to the City. As such, the contactor's fees have not been included in our fee estimate below.

Phase III - Analysis and Report

Following our on-site investigation we will analyze the information collected in the field and develop a report that summarizes our observations, conclusions, and initial opinions as to the required scope of repairs necessary to address the issues identified. As part of this analysis, we may have the concrete cores microscopically examined by a petrographer to help us more accurately understand the physical characteristics of the concrete and determine the root cause of the concrete deterioration.

Once our report has been issued, we will be available by phone to discuss our findings and to answer any questions that you may have.

Subconsultant Services

In addition to our review of the building envelope, we have also been asked to retain subconsultants to evaluate potential issues associated with the building mechanical system and the pool mechanical system.

Relative to the building mechanical system we have received a proposal from Mr. Mark Scott with MEP Engineers Inc. (MEP). Mark has previously visited the site to conduct an initial survey of the mechanical systems. Based on that site visit, an initial review of the mechanical design, and discussions with the City of Tipton, Mark is proposing to evaluate and report his findings on the following:

- The ground source heat pump heat rejection field capacity
- The original air balance of the outside air versus exhaust air
- The overall air balance of the facility as it relates to performance of the natatorium's building envelope performance
- The possible contribution of air sock ductwork to air quality issues

At this time it is not anticipated that MEP will need to return to the site to complete their evaluation. Also worth noting, MEP will be retaining a subconsultant, Major Geothermal, to assist with evaluation of the ground source heat pump. MEP's proposal is attached for your reference. If WJE's proposal is accepted, we will execute a subconsultant agreement with MEP and their services will be coordinated and billed through WJE.

Relative to the pool mechanical system we have discussed this aspect of the project with Mr. Doug Whiteaker of Water Technology, Inc. (WTI). However, we have not yet received a proposal from WTI for inclusion in this proposal. As such, we have excluded these services from this proposal. We will issue a supplemental proposal once a scope and fee for this work has been received.

Schedule of Deliverables

At this time we are anticipating that our on-site investigation will be conducted during the week of July 29th. The City has requested that our report be delivered by the end of August and we expect to meet this timeline.

FEES, TERMS AND CONDITIONS

For the scope of services described above, we propose that our services be performed on an hourly plus reimbursable expense basis. The hourly rates of those most likely to be involved with this project are provided below.

Associate Principal	$ 195.00
Senior Associate	$ 175.00
Associate III	$ 155.00
Senior Technician	$ 90.00

For budgeting purposes, we estimate that the following fees can reasonably be expected through the submission of our report and follow-up discussion with you.

Building Enclosure Investigation & Report	$ 22,000
Petrographic Analysis (if required)	$ 3,400
Building Mechanical Analysis & Report	$ 14,000
Total Estimated Fee =	$ 39,400
Estimated Reimbursable Expenses	$ 3,400

Our Terms and Conditions for Professional Services, dated October 1, 2009, are part of this proposal and are attached for your review.

We are available to discuss this proposal with you in more detail should you have any questions. If you agree to the terms of this proposal, please sign in the space provided below and return a copy as our authorization to proceed. We look forward to working with you and thank you for this opportunity.

Sincerely,
WISS, JANNEY, ELSTNER ASSOCIATES, INC.

Scott E. Riley, AIA
Associate Principal

Authorization to Proceed
WJE Job No. 2013.3423.0

FOR: _____
(company)

_____ _____
(signature) (printed signature)

_____ _____
(title) (date)

Wiss, Janney, Elstner Associates, Inc. or **WJE Engineers & Architects, P.C. (WJE)** has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

1. Independent Contractor. WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

2. Performance. The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided.

3. Client Duties. In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the subject property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

4. Safety. Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and that of its subconsultants and is not responsible for the safety of other persons or property.

5. Compensation and Expenses. Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and out-of-pocket expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at $0.60 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. Invoices considered past due are subject to any related attorneys' fees and collection expenses. WJE reserves the right to suspend its services if the Client fails to make payment when due providing that WJE gives seven calendar days' notice to Client as practicable. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

6. Termination. Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

7. Reports, Drawings, and Work Product. WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever.

8. Environmental Hazards. Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault

of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

9. Dispute Resolution. Prior to the initiation of any legal proceedings, WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree.

10. Governing Law. The laws of the state where WJE performs its services shall govern.

11. Successors and Assigns. These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld.

12. Insurance. WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal, and WJE will not undertake to guarantee continued coverage beyond the individual policy term. Excess coverage is available for exposures over primary policy limits except for professional liability.

13. Indemnity. To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

14. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

15. Third-Party Beneficiaries. Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

16. Entire Agreement. These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

17. Severability. If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Copyright 2009 Wiss, Janney, Elstner Associates, Inc.

MEP ENGINEERING INC.

Via email: (sriley@wje.com)

July 9, 2013

Mr. Scott Riley
Wiss Janney Elstner
3609 South Wadsworth Blvd Suite 400
Lakewood, CO 80235

Re: Investigation of HVAC issues James Kennedy Family Aquatic Center
MEP Job No. to be determined

Dear Mr. Riley:

It is our understanding that MEP Engineering, Inc. (MEP) has been retained to investigate and report on the Heating, Ventilation and Air Conditioning at the James Kennedy Family Aquatic Center, Tipton, Iowa, as it relates to the following issues:

- The ground source heat pump heat rejection field appears to be undersized and does not have the capacity to handle the heat rejected. (to be addressed by our subconsultant)
- The original air balance of the outside air versus exhaust air may have contributed to the envelope deterioration.
- The overall facility air balance may have contributed to the envelope deterioration for spaces that abut the natatorium.
- The use of air sock ductwork may be contributing to the poor air quality at the deck level.

Our proposal is based on our June 9, 2013 initial survey assignment which included a visit to the site and a cursory review of the documents provided by the City of Tipton.

Based on our initial survey and the availability of contract documents, we do not believe that an additional site visit is necessary. However, if there are holes discovered in the available information we may need to visit the site or have a representative visit the site to fill in missing information.

Because a comprehensive review of all of the existing construction documents has not been completed, it is difficult to generate a complete estimate of our fees and expenses for the work. However, based upon our discussions and a review of the above referenced issue, we suggest that an initial budget of between $8,800 and $11,800 be established for our services leading up to and including the issuance of a report. This budget includes an estimated allowance for work with a geotechnical subconsultant, Terry Proffer ($150/hr) with Major Geothermal, of $4,000.

Actual charges will be billed in accordance with our enclosed Conditions of Agreement, dated April 25, 2013, and using the (Forensic Engineer) hourly rate of ($170.00) per hour.

6402 South Troy Circle, Centennial, CO 80111 • (w) 303 936-1633• (f) 303-934-3299 • (e) info@mep-eng.com

We appreciate the opportunity to provide these services. If you have any questions, please do not hesitate to contact us.

Sincerely,
MEP ENGINEERING, INC.

Mark Scott P.E.
Senior Engineer

Mr. Scott Riley
Associate Principal

3565 S. Yosemite St., Denver, Colorado • (w) 303 936-1633• (f) 303-934-3299 • (e) info@mep-eng.com

We appreciate the opportunity to provide these services. If you have any questions, please do not hesitate to contact us.

Sincerely,
MHF ENGINEERING, INC.

Mark Scott P.E.
Senior Engineer

Mr. Sean Kirby
Associate Principal

AGENDA ITEM # L - 5

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	July 15, 2013
AGENDA ITEM:	Pay Application #7 – Tri City
ACTION:	Motion

SYNOPSIS: This pay application is for $ 2,704.58 and represents 87.33% of the project payout.

BUDGET ITEM: N/A

MAYOR/COUNCIL ACTION: Motion

RESPONSIBLE DEPARTMENT: City Manager

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch **DATE PREPARED:** 7/11/13

Transmittal

Date 7/10/13

Tri-City Electric Co.
Since 1895

Electrical Construction
Residential Services
Renewable Energy
Power Testing Solutions
Engineering & Integration
Service
Structured Cabling
Security Solutions
Telecommunications
Audio/Visual

6225 N. Brady Street
Davenport, IA 52806
telephone.563.322.7181
fax.563.322 1643
www.tricityelectric.com

To: **City of Tipton**
407 Lynn St.
Tipton, IA 52772

Attention: **Chris Nosbisch, City Manager**

From: **Jan Foley**

RE: **City of Tipton**
Substation Conversion

Job Number: **26A67260**

We are forwarding...
- ☒ enclosed herewith
- ☐ under separate cover

the below listed...
- ☐ shop drawings
- ☐ tracings
- ☐ copies
- ☐ specifications
- ☐ samples
- ☐ brochures
- ☐ prints
- ☒ pay app

to be delivered...
- ☐ by hand
- ☒ by mail
- ☐

for your...
- ☐ approval.
- ☐ coordination.
- ☐ data sheets.
- ☐ review.
- ☐ job use.
- ☒ records.
- ☐ information.
- ☐ file.
- ☒ payment.

Number of Copies	Description
1	**Pay app #7**
1	**lien waiver for Lovewell Fencing**
1	**lien waiver for Taylor Ridge Drilled Foundations**

Prepared By: _____

Received By: _____ Date: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 115793 Page 1

To Owner: P & E Engineering Co
PO Box 620
Carlisle, IA 50047

Project: 26A67260 P&E Engineering/City of Tipton, Substation Conv.

Application No.: 7
Application Date: 7/10/2013
Period To:

Distribution to:
- ☐ Owner
- ☐ Architect
- ☐ Contractor
- ☐
- ☐

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

Architect:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum		$801,600.00
2. Net Change By Change Order		$123,579.81
3. Contract Sum To Date		$925,179.81
4. Total Completed and Stored To Date		$807,983.93
5. Retainage :		
a. 5.00% of Completed Work	$40,399.28	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$40,399.28
6. Total Earned Less Retainage		$767,584.65
7. Less Previous Certificates For Payments		$764,880.07
8. Current Payment Due		$2,704.58
9. Balance To Finish, Plus Retainage		$157,595.16

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$123,579.81	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$123,579.81	$0.00
Net Changes By Change Order	**$123,579.81**	

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

CONTRACTOR: Tri-City Electric Company of Iowa

By: Donald J. Lee Date: 7/10/13

State of: Iowa County of: Scott
Subscribed and sworn to before me this 10 day of July 2013
Notary Public: Janet L Foley
My Commission expires: 1/27/14

Janet L. Foley
Notary Public - State of Iowa
Commission Number 197765
My Commission Expires

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $ 2,704.58

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

ARCHITECT:

By:_____ Date:_____

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

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 7
Application Date : 7/10/2013
To:
Architect's Project No.:

Invoice # : 115793 **Contract :** 26A67260 P&E Engineering/City of Tipton, Substation Conv.

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)			
1	Bonds & Insurance	5,333.00	5,333.00	0.00	0.00	5,333.00	100.00%	0.00	266.65
2	TCE Overhead	38,833.00	38,833.00	0.00	0.00	38,833.00	100.00%	0.00	1,941.66
3	TCE Profit	23,300.00	23,300.00	0.00	0.00	23,300.00	100.00%	0.00	1,165.01
4	Mobilization (TCE)	8,200.00	8,200.00	0.00	0.00	8,200.00	100.00%	0.00	410.00
5	De-Mobilization (TCE)	4,100.00	4,100.00	0.00	0.00	4,100.00	100.00%	0.00	205.00
6	Project Management (TCE)	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00%	0.00	170.00
7	Supervision (TCE)	8,700.00	8,700.00	0.00	0.00	8,700.00	100.00%	0.00	435.00
8	General Condtions (TCE)	4,800.00	4,800.00	0.00	0.00	4,800.00	100.00%	0.00	240.00
9	Temporary Power (TCE)	3,600.00	3,600.00	0.00	0.00	3,600.00	100.00%	0.00	180.00
10	Control & Power Raceway (TCE)	108,993.00	108,993.00	0.00	0.00	108,993.00	100.00%	0.00	5,449.66
11	Grounding (TCE)	104,701.00	104,701.00	0.00	0.00	104,701.00	100.00%	0.00	5,235.05
13	Cabling (TCE)	106,783.00	106,783.00	0.00	0.00	106,783.00	100.00%	0.00	5,339.16
14	Hand Hole (TCE)	7,540.00	7,540.00	0.00	0.00	7,540.00	100.00%	0.00	377.00
15	Switch Gear Room (TCE)	37,650.00	37,650.00	0.00	0.00	37,650.00	100.00%	0.00	1,882.50
16	Structures & Transformers (TCE)	125,037.00	125,037.00	0.00	0.00	125,037.00	100.00%	0.00	6,251.86
17	Drilled Piers (Taylor Ridge)	96,730.00	96,730.00	0.00	0.00	96,730.00	100.00%	0.00	4,836.51
18	Drilled Piers (TCE)	9,300.00	9,300.00	0.00	0.00	9,300.00	100.00%	0.00	465.00
19	Testing & Commissions (Steinmetz)	32,000.00	32,000.00	0.00	0.00	32,000.00	100.00%	0.00	1,600.00
20	Testing & Commissions (TCE)	6,240.00	6,240.00	0.00	0.00	6,240.00	100.00%	0.00	312.00
21	Permanent Fencing (Lovewell)	13,700.00	13,700.00	0.00	0.00	13,700.00	100.00%	0.00	685.00
22	Permanent Fencing (TCE)	520.00	520.00	0.00	0.00	520.00	100.00%	0.00	26.00
23	Temporary Fencing (Lovewell)	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00%	0.00	75.00
24	Survey (Verbeke/Meyer)	2,300.00	2,300.00	0.00	0.00	2,300.00	100.00%	0.00	115.00
25	Excavation 6" Top Soil (Carew)	3,430.00	3,430.00	0.00	0.00	3,430.00	100.00%	0.00	171.50
26	Haul Out Spoils (Carew)	2,720.00	2,720.00	0.00	0.00	2,720.00	100.00%	0.00	136.00
27	Macadam (Carew)	16,050.00	16,050.00	0.00	0.00	16,050.00	100.00%	0.00	802.51
28	Arborvitae (Carew)	3,915.00	3,915.00	0.00	0.00	3,915.00	100.00%	0.00	195.75
29	Oil Containment (Carew)	6,800.00	6,800.00	0.00	0.00	6,800.00	100.00%	0.00	340.00
30	Concrete Driveways (Carew)	4,800.00	4,800.00	0.00	0.00	4,800.00	100.00%	0.00	240.00
31	Soil & Concrete Testing (Terrcon)	10,625.00	10,625.00	0.00	0.00	10,625.00	100.00%	0.00	531.26
901	Change Order #1 (Verbeke Meyer)	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00%	0.00	90.00
902	Change Order #1 (TCE)	214.00	214.00	0.00	0.00	214.00	100.00%	0.00	10.70

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 7
Application Date : 7/10/2013
To:
Architect's Project No.:

Invoice # : 115793 **Contract :** 26A67260 P&E Engineering/City of Tipton, Substation Conv.

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	%	Balance To Finish	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)	(G / C)	(C-G)	
903	Change Order #2	1,523.00	1,523.00	0.00	0.00	1,523.00	100.00%	0.00	76.15
904	Change Order #3	117,195.88	0.00	0.00	0.00	0.00	0.00%	117,195.88	0.00
905	Change Order #4	2,846.93	0.00	2,846.93	0.00	2,846.93	100.00%	0.00	142.35
	Grand Totals	**925,179.81**	**805,137.00**	**2,846.93**	**0.00**	**807,983.93**	**87.33%**	**117,195.88**	**40,399.28**

WAIVER OF LIEN TO DATE
LABOR AND MATERIALS

State of: Iowa

County of: Scott

To All Whom it may Concern:

Whereas we the undersigned, Taylor Ridge Drilled Foundations have performed work, labor, services and/or material for the building known as City of Tipton, Substation Conversion.

Now, therefore, know ye, that said company has been paid $3,869.20 by Tri-City Electric Company of Iowa. Other good and valuable considerations, the receipt whereof is hereby acknowledged, we do hereby waive and release any and all liens, and claim or right to lien on said above described building and premises under the Statutes of the State of Iowa relating to Mechanics' Liens, on account of labor or materials, or both, furnished by us up to this date by the undersigned to or on account of the said owner for said building and premises. The undersigned represents that no other person or party has any right to a lien on the above property on account of any work performed or materials furnished to said company.

Given under our hands and seals this 10th day of July, 2013

Witness: .....

Curtis C. Agnew

Pres.

Tri-City Electric Job Number 26A67260

Vendor Invoice Number(s) #I-1005B

WAIVER OF LIEN TO DATE
LABOR AND MATERIALS

State of: Iowa

County of: Scott

To All Whom it may Concern:

Whereas we the undersigned, Lovewell Fencing have performed work, labor, services and/or material for the building known as City of Tipton, Substation Conversion.

Now, therefore, know ye, that said company has been paid $16,458.00 by Tri-City Electric Company of Iowa. Other good and valuable considerations, the receipt whereof is hereby acknowledged, we do hereby waive and release any and all liens, and claim or right to lien on said above described building and premises under the Statutes of the State of Iowa relating to Mechanics' Liens, on account of labor or materials, or both, furnished by us up to this date by the undersigned to or on account of the said owner for said building and premises. The undersigned represents that no other person or party has any right to a lien on the above property on account of any work performed or materials furnished to said company.

Given under our hands and seals this 10th day of July, 2013

Witness:

Sandy Jorgensen

John Schneider, Controller

Tri-City Electric Job Number 26A67260

Vendor Invoice Number(s) 23762, 23845, 24290

N. Discussion Items (No Action)

N. Discussion Items (No Action)

AGENDA ITEM # N - 1

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	July 15, 2013
AGENDA ITEM:	4th of July Review
ACTION:	Motion

SYNOPSIS: Well Mother Nature cooperated this year and we had a wonderful event. We have held some staff debriefings on the event and wanted to utilize this time to receive feedback from any of the Councilmembers on what they have heard during the past week.

BUDGET ITEM: N/A

MAYOR/COUNCIL ACTION: Motion

RESPONSIBLE DEPARTMENT: City Manager

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch **DATE PREPARED:** 7/11/13

AGENDA ITEM # N - 2

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	July 15, 2013
AGENDA ITEM:	Garbage Review
ACTION:	Motion

SYNOPSIS: Steve has asked to present a concept that he has been working on and I have concurred with for this fiscal year. This truck, with an upgrade of $1,500, is able to pick up 300 gallon circular totes. Steve would like to order some of these totes and use them at our apartment complexes. The apartment complexes currently have 4 – 6 of the smaller totes and we believe that this will be a good test as to whether we should expand into the commercial hauling market.

BUDGET ITEM: N/A

MAYOR/COUNCIL ACTION: Motion

RESPONSIBLE DEPARTMENT: City Manager

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch **DATE PREPARED:** 7/11/13

O. Reports Mayor/Council/Manager

CITY OF TIPTON
CITY MANAGER
REPORT TO THE CITY COUNCIL
July 15, 2013

- FEMA has been in town reviewing the claims for the City from the April 17-19 rain event. Staff will be working through the necessary paperwork to try and receives some reimbursement for our expenses. Staff is also working on compiling a list of areas that saw damage during the event in an effort to prioritize them for the City Council.
- Jim Rohlf has decided to step down as the Airport Manager and Max Coppess will fill in temporarily until a new manager can be found. The Airport Commission will make a recommendation to the City Council if they can within the next 30 days.
- The City has received its FONSI (findings of no significant impact) from the U.S. Department of Transportation. This allows us to move forward with the airport relocation project.
- I will be on vacation starting on the afternoon of July 19th and running through the 29th. I will have very limited cell phone usage as I will be in northern Minnesota and only seem to get a signal in the middle of the lake. I have appointed Steve Nash as my fill in for the week and will be checking in with him periodically.
- We are set to receive our fiber within the next couple of weeks and will be frantically working to complete that project as soon as possible. The first leg of the connection will be from the Aquatics Center to City Hall.
- Staff is hopeful that we will be able to complete the Electric Department's move within the next couple of weeks and free up space for the Police Department. A preliminary design of the front of the City Hall building has been completed and staff plans to have local contractors provide estimates.