

# City of Tipton, Iowa

<b>Meeting:</b>	<b>Tipton City Council Meeting</b>
<b>Place:</b>	<b>Tipton City Hall, 407 Lynn Street, Tipton, Iowa 52772</b>
<b>Date/Time:</b>	<b>December 1, 2014 – 5:30 PM</b>
<b>Web Page:</b>	<b>www.tiptoniowa.org</b>
<b>Posted:</b>	<b>November 26, 2014 (Front door of City Hall &amp; City Website)</b>

<b>Mayor:</b>	Shirley Kepford	<b>City Manager:</b>	Chris Nosbisch
<b>Council At Large:</b>	David Fry	<b>City Attorney:</b>	Lowell Dendinger
<b>Council At Large:</b>	Pam Spear	<b>City Clerk:</b>	Lorna Fletcher
<b>Council Ward #1:</b>	Leanne Zearley	<b>Deputy City Clerk:</b>	Amy Lenz
<b>Council Ward #2:</b>	Dean Anderson	<b>D. of Public Works:</b>	Steve Nash
<b>Council Ward #3:</b>	Dawn Siech	<b>Chief of Police:</b>	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. Establish March 9, 2015 and March 23, 2013 as Council Meeting Dates (In lieu of March 2 and 16)

**G. Public Hearing**

1. Public Hearing on the Amendment to Chapter 75.05 Operation of All-Terrain Vehicles of the City Code. Tabled on November 17, 2014 (will need a motion to remove from tabled status)
  - i. Close Public Hearing – Proceed to H-3
2. Public Hearing on the Amendment to Chapter 110.14 Natural Gas Capital Project and Equipment Charge of the City Code.
  - i. Close Public Hearing – Proceed to H-4

**H. Ordinance Approval/Amendment**

1. Ordinance #546 – An Ordinance Amending Chapter 106.08 Collection Fees
  - i. Motion to approve first reading and proceed with second reading/or suspend rules and proceed to third and final reading. Tabled on November 3, 2014

2. Ordinance #547 – An Ordinance Adopting Chapter 102 Storm Water Utility System and Service Charges
  - i. Motion to approve third and final reading.
3. Ordinance #548 – An Ordinance Amending Chapter 75.05 Operation of All-Terrain Vehicles. Tabled on November 17, 2014 (will need a motion to remove from tabled status)
  - i. Motion to approve first reading and proceed with second reading/or suspend rules and proceed to third and final reading.
4. Ordinance #549 – An Ordinance Amending Chapter 110.14 Natural Gas Capital Project and Equipment Charge.
  - i. Motion to approve first reading and proceed with second reading/or suspend rules and proceed to third and final reading.

**I. Resolutions for Approval**

1. Resolution Designating the Streets within the City of Tipton for the Use of All-Terrain Vehicles

**J. Mayoral Proclamation**

1. None

**K. Old Business**

1. None

**L. Motions for Approval**

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Engineering Contract for 2015 Street, Water and Sewer Projects – Council Action as Needed
3. Discussion and Consideration for One Time Water and Sewer Exemption - 104 E. 11<sup>th</sup> Street – Council Action as Needed
4. Discussion and Consideration of an Request to Bidders for Garbage Services for the City of Tipton – Council Action as Needed Tabled on November 3, 2014

**M. Reports to be Received/Filed**

1. None

**N. Discussion Items (No Action)**

1. FY 2014-2015 Budget Parameters

**O. Reports of Mayor/Council/Manager**

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

**P. 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.



November 17, 2014  
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, Nash, Taber, Wild, DeWulf, Penrod, other visitors and the press.

Mayor Kepford led the meeting in the Pledge of Allegiance.

**Agenda:**

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

**Communications:**

Charlene Thumm regarding the proposed increases. Thumm wants the City to be aware of the citizens on fixed incomes and the young families that are trying to make a living, some on minimum wage. Thumm wants the City to think about the costs to those that live in Tipton.

**USDA Grant, Revolving Loan Correspondence**

City Manager Nosbisch said the City received a letter from the USDA regarding the unused ARRA grant funds. The letter states that any remaining balance whether obligated or unobligated in the account shall be canceled and thereafter not be available for expenditure for any purpose as of December 31, 2014.

**Consent Agenda:**

Motion by Zearley, second by Spear to approve the consent agenda which includes the November 3, 2014, City Council meeting minutes, Clerk's/Investment reports, liquor license renewal for Pizza Hut and Casey's General Store, October Water Report, November Economic Development Report, October Airport Committee minutes, September Library Board Minutes and Directors Report, November Cemetery Board minutes and the appointment of Doug Boldt to the Zoning Board of Adjustment. Following the roll call vote the motion passed unanimously.

**Public Hearing:**

**Amendment to Chapter 75.05 Operations of All-Terrain Vehicles**

Public hearing notice did not meet the publication requirements, therefore no public hearing will be held until the December 1, 2014, meeting.

**Ordinance Approval/Amendment:**

**Ordinance No. 546, Amending Chapter 106.08, Collection Fees**

Tabled at the November 3, 2014, meeting.

**Ordinance No. 547, Ordinance Adopting Chapter 102, Storm Water Utility System and Service Charges**

Motion to move to the third reading of Ordinance Adopting Chapter 102, Storm Water Utility System and Service Charges. Following the roll call vote the motion passed unanimously.

**Ordinance No. 548, Ordinance Amending Chapter 75.05, Operations of All-Terrain Vehicles**

Motion by Fry, second by Anderson to table Ordinance No. 548, the ordinance amending Chapter 75.05, Operations of All-Terrain Vehicles. Following the roll call vote the motion passed unanimously.

**Motions for Approval:**

**1. Claims list**

10-8 VIDEO	WIRELESS TRANSMITTER	229.00
ALLIANCE WATER RESOURCES I	NOVEMBER SERVICES	24,547.17
BARCO MUNICIPAL PRODUCTS I	4 CONE BARS	96.00
BARRON MOTOR SUPPLY	MANIFOLD SET #53	215.30

BARTON SOLVENTS INC  
 BUSINESS RADIO SALES AND S  
 CEDAR CO PUBLIC HEALTH  
 CEDAR COUNTY ASSESSOR  
 CEDAR COUNTY CO-OP  
 CEDAR COUNTY ENGINEER  
 CEDAR COUNTY SOLID WASTE  
 CLIFTON LARSON ALLEN LLP  
 EASTERN IOWA LIGHT & PWR  
 ELECTRICAL ENGINEERING & E  
 EMERGENCY MEDICAL PRODUCTS  
 ENERGY ECONOMICS INC  
 EXLINE INC  
 FAMILY FOODS  
 FASTENAL COMPANY  
 FERRIS TREE NURSERY  
 FLETCHER-REINHARDT CO.  
 FRIENDS OF THE ANIMALS  
 G & K SERVICES  
 GENERAL PEST CONTROL INC  
 GIERKE ROBINSON COMPANY IN  
 GRAINGER  
 GRAYBILL COMMUNICATIONS  
 GROEBNER & ASSOCIATES  
 HASTY AWARDS  
 INTEGRATED TECHNOLOGY PART  
 IOWA UTILITIES BOARD  
 JIM YAU KOVITZ WELDING  
 JOHNSON COUNTY AMBULANCE  
 KELLER'S HOME FURNISHINGS  
 L L PELLING CO INC  
 MANATTS INC  
 MEDIC EMERGENCY MEDICAL SE  
 MIDWEST BREATHING AIR LLC  
 MIDWEST RADAR & EQUIPMENT  
 MISC. VENDOR  
 MOELLER TIPTON TIRE & AUT  
 MUNICIPAL SUPPLY INC  
 PERFORMANCE SYSTEMS LLC  
 PITNEY BOWES INC  
 PRAXAIR DISTRIBUTION INC  
 RESCO  
 RK DIXON CO  
 SANDRY FIRE SUPPLY LLC  
 STAPLES ADVANTAGE  
 STATE HYGIENIC LABORATORY  
 STEVE GRITTON  
 THOMPSON TRUCK & TRAILER  
 TIFFINY'S TIPTON BAKERY  
 TIPTON ELECTRIC MOTORS  
 TRANS-IOWA EQUIPMENT INC  
 TRITECH SOFTWARE SYSTEMS  
 UTILITY SALES & SERVICE IN  
 WASHBURN LAUNDRY & DRYCLEA  
 WENDLING QUARRIES INC  
 WHITFIELD & EDDY PLC  
 XEROX CORPORATION

TOTALS

DRUM DEPOSIT RETURN	882.21
PAGER REPAIRS	260.52
8 FLU SHOTS	200.00
2 PLAT BOOKS	40.00
FUEL DISCOUNT	2,777.06
171.8 GL DSL	2,722.81
TRANSFER FEES	2,940.00
PROGRESS BILLING FOR AUDIT	10,000.00
CEMETERY UTILITIES	862.60
LIGHT FIXTURES	1,021.81
MEDICAL SUPPLIES	185.49
6 METERS & SUPPLIES	2,534.16
2 CYLINDERS REPAIRED	3,667.96
HEALTHY WALK SUPPLIES	92.77
OPERATING SUPPLIES	33.58
10 RED OAKS	1,500.00
UNDERGROUND SUPPLIES	331.44
1 DOG, 2 CATS	175.00
UNIFORMS ELECTRIC & GAS	550.89
PEST CONTROL	161.03
BURLAP	303.50
SAFETY GLASSES	37.90
VHF ANTENNA	82.88
SWIVELS, GASKETS, NUTS	148.53
52 BB MEDALS	139.70
TECH SERVICES	2,960.74
ANNUAL REMAINDER ASSESSMENT	3,146.76
FAB TANK INTO FORD TRUCK	337.75
ALS SUPPORT	400.00
FLOORING INSTALLED	481.50
8.49 TN PREMIX	700.43
4.75 TN MIX/CALCIUM	1,236.25
ALS SUPPORT	133.00
NFPA QUARTERLY AIR TEST	115.00
RECERTIFICATION	120.00
COSTCO MEMBERSHIP:RENEWAL	140.00
TIRE REPAIR #112	57.68
20 ELECTRIC METERS	1,864.69
NEUTRAL CLEANER	144.68
ADHESIVE ROLL TAPE	209.96
OXYGEN	24.42
LED LIGHT	219.13
PRINTER COPIER SCANNER	1,009.66
HIP BOOTS	315.00
RIBBON	282.80
POOL TESTING FEES	12.50
GARAGE DOOR MAINTENANCE	830.50
SEAL #30	30.78
150 COOKIES FOR TRUNK OR TREAT	189.40
REPAIR SAW CORD	30.90
TUBE #30	237.87
AMBULANCE BILLING SERVICES	632.50
SUPPLIES FOR SERVICE LINES	1,534.43
REPAIR WASHER	225.00
64.78 TN SCREENINGS	226.74
OCTOBER SERVICES	15,087.50
COPY CHARGES & BASE CHARGE	1,543.70
FUND TOTALS	91,220.58

001 GENERAL GOVERNMENT	14,221.39
600 WATER OPERATING	11,829.04
610 WASTEWATER/AKA SEWER REVE	12,121.49
630 ELECTRIC OPERATING	11,153.00
640 GAS OPERATING	5,126.34
670 GARBAGE COLLECTION	2,981.06
750 CEMETERY ENTERPRISE	32.81
810 CENTRAL GARAGE	6,271.93
835 ADMINISTRATIVE SERVICES	27,483.52
<b>GRAND TOTAL</b>	<b>91,220.58</b>

City Credit Card Statement

City - One Card (employee check out card)

Misc Supplies - Theisen's (purchase & return)	79.48
	-80.23
<b>Total Charges</b>	<b>-0.75</b>

Ambulance - One Card

Misc Supplies - Family Foods, Viewpoint LLC, Walmart	206.85
Training Supplies - Amazon, IEMSA, Northeast Iowa CC	589.66
Uniforms - Lands End	149.91
Postage/Shipping - USPS	62.64
<b>Total Charges</b>	<b>1,009.06</b>

Police - One Card

Office Supplies - Vistaprint, Walmart	74.02
Travel Training - Bennigans, Holiday Inn	447.14
<b>Total Charges</b>	<b>521.16</b>

Fire - One Card

Training - Grinnell Volunteer Firefighters	480.00
<b>Total Charges</b>	<b>480.00</b>

Electric - One Card

3 diesel meters for power plant - Northern Tool	669.60
Int'l Code Council - certification renewal	75.00
<b>Total Charges</b>	<b>744.60</b>

Gas - One Card

Computer Supplies (electric dept) - EBAY	12.80
Parts (FAC) - EBAY	54.97
Computer Supplies (central garage) - EBAY	18.99
Supplies for mains - Full Source LLC	313.70
Dues - APGA	395.00
<b>Total Charges</b>	<b>795.46</b>

Library - One Card

Postage/Shipping - USPS, Custom Builders	124.67
Office Supplies - Walmart, Holiday Signs	61.21
Materials - Walmart	475.72
Program Supplies - Walmart	3.76
Bldg Maint Supp - Walmart	24.94
Misc Supplies - Mi Tierra, Walmart	168.15
<b>Total Charges</b>	<b>858.45</b>

JKFAC/Recreation - One Card

Operating Supplies (Park) - Menards	19.71
Operating Supplies - SwimOutlet.com, Walmart,	313.83
CableOrganizer.com	
Operating Supplies - Walmart	168.10
Concession Supplies - Walmart	29.04
Office Supplies - Walmart	72.94
Vent exhaust fans for chemicals rooms - Higher Power	1,558.00
Supplies Inc	
<b>Total Charges</b>	<b>2,161.62</b>

Comm Dev - One Card

Training - Amazon, OU/EDI	81.89
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Office Supplies - Walmart, Paypal Zakkacanada, Displays2go,	545.23	
Welter Storage		
Misc Supplies - Walmart, Subway, Tipton Conservative	78.47	
Travel Training - Sonic	10.79	
<b>Total Charges</b>		<b>716.38</b>
City Manager - One Card		
Travel Training - Delta Air, Qdoba Mexican, Carolina Ale House,	1,354.97	
Trade Lounge, Jason's Deli, Taxi Cab Service, Sandwich Club, Ruth's Chris Steak House, Firehouse Subs, Chick-Fil-A, Tarik Abatal, Omni Charlotte, RPS CR Airport		
<b>Total Charges</b>		<b>1,354.97</b>
City Clerk - One Card		
Office Supplies - Staples	42.92	
Computer Supplies - Staples	169.99	
<b>Total Charges</b>		<b>212.91</b>
Deputy City Clerk - One Card		
Misc Supplies - Pizza Hut	16.92	
<b>Total Charges</b>		<b>16.92</b>
<b>Statement Total</b>		<b>8,870.78</b>

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

**2. Funding Request, Tipton Senior Center**

Motion by Spear, second by Zearley to approve annual funding donation in the amount of \$5,000.00, to the Tipton Senior Center. Following the roll call vote the motion passed unanimously.

**3. Street Light Utility Pole Purchase**

Motion by Fry, second by Anderson to purchase ten utility poles for street lights from Border States, in the amount of \$7,637.30. Following the roll call vote the motion passed unanimously.

**4. Annual Urban Renewal Report, FY 2013-2014**

Motion by Siech, second by Zearley to approve fiscal year 2013-2014 annual Urban Renewal Report. Following the roll call vote the motion passed unanimously.

**5. Annual TIF Debt Certification**

Motion by Zearley, second by Spear to approve the annual TIF Debt Certification to the Cedar County Auditor. Following the roll call vote the motion passed unanimously.

**6. FY 2015-2016, Federal CIP Application, Mathews Memorial Airport**

Motion by Anderson, second by Siech to approve the fiscal year 2015-2016, Federal CIP Application for Mathews Memorial Airport. Following the roll call vote the motion passed unanimously.

**7. Set Public Hearing Date, Amending Chapter 110.14, Natural Gas Capital Project and Equipment Charge**

Motion by Siech, second by Fry to set a public hearing date of December 1, 2014, at 5:30 p.m., to amend Chapter 110.14, Natural Gas Capital Project and Equipment Charge. Following the roll call vote the motion passed unanimously.

**8. Geothermal Study, James Kennedy Family Aquatic Center**

Motion by Fry, second by Spear to approve the geothermal study for the James Kennedy Family Aquatic Center, with an estimated cost between \$40,000.00 and \$60,000.00, utilizing Major Geothermal to complete the study. Following the roll call vote the motion passed unanimously.

**9. Change Order No. 1, Lynn Street Manhole Project**

Motion by Zearley, second by Spear to approve change order No. 1 for the Lynn Street sewer project, reducing the pay application by \$4,036.36. Following the roll call vote the motion passed unanimously.

10. Pay Application No. 1, Hagerty Earthworks, LLC, Lynn Street Sanitary Sewer Work  
Motion by Anderson, second by Siech to approve the pay application to Hagerty Earthworks, LLC, for the Lynn Street manhole project in the amount of \$18,716.56. Following the roll call vote the motion passed unanimously.

11. Notice to Bidders, Garbage Collection Services  
This item was tabled at the November 3, 2014 meeting.

### **Reports of Mayor/Council/Manager:**

#### **Mayor's Report**

Mayor Kepford thanked Councilmember Spear for representing the City at the Veteran's Day Program at the Middle School.

The "If I Were Mayor" contest will be underway soon. This year the council will judge the selected entries.

#### **Council Reports**

Councilmember Zearley attended the Multi-Jurisdictional Hazard Mitigation plan meeting. The mitigation strategy was discussed. The mitigation strategy forms are due December 31<sup>st</sup>. In mid-January they will have all the plans put together and they will need to be reviewed to be sure they are accurate. In February the plans will be sent to FEMA,, and from July to December they will be visiting the communities to have the plans reviewed with implementation set for January 2016.

#### **Committee Reports**

The Cemetery Board has some grave site repairs that will need to be brought back to the council for payment approval. In the October board minutes raising fees were discussed that will be included in the 2015-2016 budget.

#### **Manager's Report:**

The work in front of City Hall is progressing and has slowed down with the cold weather. The goal is to complete the sidewalk work on the south side of the addition yet this year. The concrete work on the north side of the addition will most likely be completed in the spring unless the weather warms again.

We have received an insurance settlement from the June 30<sup>th</sup> storm in the amount of \$58,387.79. The work that needs to be done will be bid out in the spring.

Director of Public Works Nash had been working on planting ten trees, four have been planted around the fire station and the Library, one at the park and one at City Hall.

The department heads have met to discuss replacing vehicles and future needs of all of the departments and identify where vehicles can be shifted or eliminated to reduce the size of the City fleet.

We would like to extend our sympathy to the family of Jim Ehresman. Jim served on the Zoning Board of Adjustment and most recently as Chairman. A card with a memorial donation was sent to the Ehresman Family.

#### **Closed Session:**

Closed Session, Pursuant to Iowa Code Chapter 21.5 (1) J, the City Council may enter in closed session, "to discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for the property." Motion by Zearley, second by Spear to adjourn from regular session to closed session pursuant to Iowa Code Chapter 21.5 (1) J, the City Council may enter in closed session, "to discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for the property", at 6:20 p.m. Motion carried by the following roll call:

Aye: Siech, Fry, Anderson, Spear, Zearley,

Nay: None

#### **Roll Call to return to regular session:**

The council reconvened to regular session from closed session at 6:48 p.m., with following Councilmember's present: Anderson, Spear, Zearley, Siech and Fry.

Motion by Siech, second by Zearley to approve Amendment No. 4, for the contract with McClure Engineering, to negotiate the phase three land acquisition, subject to the FAA contract. Motion carried by the following roll call vote:

Aye: Anderson, Spear, Zearley, Siech, Fry,  
Nay: None

**Adjourn:**

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

Meeting adjourned at 6:51 p.m.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk/Finance Officer

Public Hearing

Motion for certain records by the City of San Francisco, California, to the Superior Court of the State of California, County of San Francisco, in and to the above captioned matter, is hereby filed for the following reasons:

The records requested are exempt from disclosure under the Freedom of Information Act, 5 U.S.C. § 552(b)(7)(C).

With respect to the records requested, the City of San Francisco has determined that the records are exempt from disclosure under the Freedom of Information Act, 5 U.S.C. § 552(b)(7)(C).

Respectfully,  
City of San Francisco

\_\_\_\_\_  
City of San Francisco

\_\_\_\_\_  
City of San Francisco

## G. Public Hearing

**AGENDA ITEM # G - 1**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	December 1, 2014
<b>AGENDA ITEM:</b>	Public Hearing – All-Terrain Vehicles
<b>ACTION:</b>	Motion

**SYNOPSIS:** This is the time for the public hearing regarding the use of all-terrain vehicles within the corporate limits of Tipton. The ordinance amendment is being requested to place standards on those individuals wanting to use ATV's in Tipton. The State Code of Iowa has passed the authority of allowing ATV use onto the local jurisdictions. If you look at your code book, you will notice that the amendment is adding a section (6.) to 75.05. Late in the agenda, you will be asked to pass on of two resolutions. The resolutions will dictate on what streets the ATV's will be allowed. (I know this is somewhat confusing so I will be explaining further at the meeting)

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Manager

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Proceed to Ordinance #548

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/25/14

**AGENDA ITEM # G - 2**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

**DATE:** December 1, 2014

**AGENDA ITEM:** Public Hearing – Natural Gas Capital Charge

**ACTION:** Motion

**SYNOPSIS:** The capital charge was adopted a year and a half ago although it had two caps in place. The first was if gas cost exceeded 6.50 and the second was if the capital charge reached \$150,000. This amendment is removing the 6.50 cap as we need the capital charge to purchase meters for the radio conversion. With the winters we have had since introducing the fee, we have only sporadically been collecting funds.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Manager

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Ordinance #549

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/25/14

ALBANY COUNTY  
LEGISLATIVE COUNCIL

DATE:	December 1, 2011
REPORTING PERIOD:	December 1, 2011
ACTION:	Adopted

BY ORDER OF THE BOARD OF SUPERVISORS

# H. Ordinance Approval/Amendment

BUDGET YEAR: NA

RESOLUTION NUMBER: 11-00000

MAJORITY VOTE: 11-00000

ATTACHED: Ordinance

DATE PREPARED: 11/21/11

PREPARED BY: Erin Novak

**AGENDA ITEM # H - 1**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	December 1, 2014
<b>AGENDA ITEM:</b>	Ordinance #546
<b>ACTION:</b>	Motion

**SYNOPSIS:** Staff is asking that this remain tabled.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Manager

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Ordinance #546

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/25/14

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

**ORDINANCE NO. 546**

**AN ORDINANCE AMENDING CHAPTER 106.08, COLLECTION FEES OF THE CITY OF TIPTON MUNICIPAL CODE**

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

**SECTION 1. AMENDMENT.** Chapter 106.08 Collection Fees, Section 1(A) Residential and Commercial Non-Dumpster be repealed and a new Chapter 106.08, Section 1(A) be adopted as follows:

“A. Residential and Commercial Non-Dumpster. Each residential and commercial non-dumpster premises shall be billed at a rate that coincides with the size of container used in accordance with the following:

Container Size	Monthly Charge
35-gallon	\$20.25
64-gallon	\$22.25
96-gallon	\$26.25

Additional solid waste must be placed in a City of Tipton garbage bag. One additional bag will be allowed per week.”

**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 \_\_\_\_\_, 2014.

ATTEST:

Shirley Kepford - Mayor

Lorna Fletcher – City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_ on the \_\_\_ day of \_\_\_\_\_, 2014.

Lorna Fletcher, City Clerk

Approved by the Mayor and City Clerk on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

Lorna Fletcher, City Clerk

Ordinance No. \_\_\_\_\_

Section 1. The City Clerk is directed to publish this Ordinance in the City Record on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Section 2. The City Clerk is directed to publish this Ordinance in the City Record on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Ordinance No.	Effective Date
10000	1/1/14
10001	1/1/14
10002	1/1/14
10003	1/1/14

Section 3. The City Clerk is directed to publish this Ordinance in the City Record on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Section 4. The City Clerk is directed to publish this Ordinance in the City Record on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Section 5. The City Clerk is directed to publish this Ordinance in the City Record on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Approved and attested this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**AGENDA ITEM # H - 2**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	December 1, 2014
<b>AGENDA ITEM:</b>	Ordinance #547
<b>ACTION:</b>	Motion

**SYNOPSIS:** Staff has not received any further feedback regarding this item and would ask for approval of the third and final reading.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Manager

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Ordinance #547

**PREPARED BY:** Chris Nobsch

**DATE PREPARED:** 11/25/14

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

**ORDINANCE NO. 547**

**AN ORDINANCE ADOPTING CHAPTER 102, STORM WATER UTILITY SYTEM AND SERVICE CHARGES OF THE CITY OF TIPTON MUNICIPAL CODE**

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

**SECTION 1. ADOPT.** Chapter 102 is adopted as 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 \_\_\_\_\_, 2014.

ATTEST:

\_\_\_\_\_  
Shirley Kepford - Mayor

\_\_\_\_\_  
Lorna Fletcher – City Clerk

I certify that the foregoing was published as  
Ordinance No. \_\_\_ on the \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Lorna Fletcher, City Clerk

Exhibit "A"

CHAPTER 102

STORM WATER UTILITY SYSTEM AND SERVICE CHARGE

102.01	Purpose	102.04	Rates
102.02	Definitions	102.05	Payment of Bills
102.03	Storm Water Drainage District Established	102.06	Lien for Nonpayment

**102.01 PURPOSE.** The purpose of this chapter is to establish a Storm Water Utility and provide a means of funding the construction, operation, and maintenance of storm water management facilities including, but not limited to, detention and retention basins, storm water sewers, inlets, ditches, and drains, cleaning of streets and eliminating I and I (inflow and infiltration) from the sanitary sewer system. The Council finds that the construction, operation, and maintenance of the City's storm and surface water drainage system should be funded through charging users of property which may connect or discharge directly, or indirectly, into the storm, sanitary and surface water drainage system.

**102.02 DEFINITIONS.** For use on this chapter, unless the context specifically indicates otherwise, the following terms are defined:

1. **Connection** means the physical act or process of tapping a public storm water sewer or drainage line, or joining onto an existing side sewer, for the purpose of connecting private impervious surface or other storm and surface water sources or systems to the public storm and surface water system. It also includes creation or maintenance of impervious surface that causes or is likely to cause an increase in the quantity or decrease in quality or both from natural state of storm water runoff, and which drains, directly or indirectly, to the storm and surface water system.
2. **Customer** means, in addition to any person receiving storm water service from the City, the owner of the property served, and as between such parties the duties, responsibilities, liabilities and obligations hereinafter imposed shall be joint and several.
3. **Storm and surface water drainage system** means any combination of publicly owned storm and surface water quantity and quality facilities, pumping, or lift facilities, storm and secondary drain pipes and culverts, open channels, creeks and ditches, force mains, laterals, manholes, catch basins and inlets, including the grates and covers thereof, detention and retention facilities, laboratory facilities and equipment, and other publicly owned facilities for the collection, conveyance, treatment and disposal of storm and surface water system within the City, to which sanitary sewage flows are not intentionally admitted.
4. **User** means any person who uses property that maintains connection to, discharges to, or otherwise receives services from the City for storm water management. The occupant receives services from the City for storm water management. The occupant of occupied is deemed the user. If the property is not occupied, the person who has the right to occupy it shall be deemed the user.

**102.03 STORM WATER DRAINAGE SYSTEM DISTRICT ESTABLISHED.** Pursuant to the authority of Section 384.84(5) of the Code of Iowa, the entire City is hereby declared a Storm Water Drainage System District for the purpose of establishing, imposing, adjusting and providing for the collection of rates for the operation and maintenance of storm water management facilities. The entire City, as increased from time to time by annexation, shall constitute a single Storm Water Drainage System District.

**102.04 RATES.** Each customer shall pay for storm and surface water drainage system service provided by the City. The rates for the operation and maintenance of the storm water management facilities shall be collected by imposing a monthly rate on each residential, commercial, and industrial customer within the City. The Council may adopt rules, charges, rates, and fees for the use of the City's storm and surface water system, and for services provided by the City relating to that system. Such rules may include delinquency and interest charges and penalties. Such charges and fees shall be just and equitable based upon the actual costs of operation, maintenance, acquisition, extension, and replacement of the City's system, the costs of bond repayment, regulation, administration, and services of the City. A fee shall be charged to each utilities customer each billing cycle in the amount of \$5.00.

**102.05 PAYMENT OF BILLS.** All Storm Water Drainage System District charges shall be due and payable under the same terms and conditions provided for payment of all combined service account as contained in Section 92.04 of this Code of Ordinances. All City services may be discontinued in accordance with the provisions contained in Section 92.05 if the combined service account becomes delinquent, and the provisions contained in Section and 92.08 relating to lien exemptions and lien notices shall also apply in the event of a delinquent account.

**102.06 LIEN FOR NONPAYMENT.** Except as provided for in Section 92.07 of this Code of Ordinances, the owner of the premises served and any lessee or tenant thereof shall be jointly and severally liable for charges for the operation and maintenance of the storm water maintenance facilities. Any such charges remaining unpaid and delinquent shall constitute a lien upon the premises served and shall be certified by the Clerk to the County Treasurer for collection in the same manner as property taxes.

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 75.05 OPERATION OF ALL-TERRAIN VEHICLES OF THE CITY OF TIPTON MUNICIPAL CODE**

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

**SECTION 1. AMENDMENT.** By amending Chapter 75.05 OPERATION OF ALL-TERRAIN VEHICLES by adding a new subsection as follows: 75.05 (6.) Unlawful Operation. A person shall not operate an All-terrain Vehicle or Off-road Utility Vehicle under any of the following conditions:

- (1) At a rate of speed not to exceed the posted speed limit.
- (2) In a careless, reckless, or negligent manner so as to endanger any person, cause injury or damage to person or property, or create any unnecessary skidding or sliding.
- (3) Without a lighted headlight or taillight.
- (4) With more persons on the vehicle than it was designed to carry.
- (5) Under the age of 16.
- (6) Without a valid driver's license.
- (7) Being less than 18 years of age without a valid safety certificate on board as proof of successful completion of an Iowa Department of Natural Resources approved ATV Education Course.
- (8) Without proper registration with the Iowa Department of Natural Resources.
- (9) Without proof of Liability Insurance."

**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 \_\_\_\_, 2014.

ATTEST:

\_\_\_\_\_  
Shirley Kepford - Mayor

\_\_\_\_\_  
Lorna Fletcher - City Clerk

I certify that the foregoing was published as  
Ordinance No. \_\_\_\_ on the \_\_\_\_ day of \_\_\_\_, 2014.

\_\_\_\_\_  
Lorna Fletcher, City Clerk

Prepared by:	City of Tipton, City Hall, Chris Nosbisch, City Manager	407 Lynn St., Tipton, IA 52772 (563) 886-6564
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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 110.14 NATURAL GAS CAPITAL PROJECT AND EQUIPMENT CHARGE OF THE CITY OF TIPTON MUNICIPAL CODE**

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

**SECTION 1. AMENDMENT.** By amending Chapter 110.14 NATURAL GAS CAPITAL PROJECT AND EQUIPMENT CHARGE. A \$0.03 charge will be added to the delivery rates found in Sections 110.07, 110.08, 110.09, and 110.10 until such time as the capital project and equipment fund reaches \$150,000 or more. This capital project and equipment charge will be reviewed annually by the City Council during the budget approval process.

**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 \_\_\_\_\_, 2014.

ATTEST:

\_\_\_\_\_  
Shirley Kepford - Mayor

\_\_\_\_\_  
Lorna Fletcher – City Clerk

I certify that the foregoing was published as  
Ordinance No. \_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Lorna Fletcher, City Clerk

City of ...  
...

RESOLUTION NO.

AN ORDINANCE AMENDING CHAPTER 11.10, MUNICIPAL CODE OF THE CITY OF ...

INTRODUCED BY THE CITY COUNCIL OF THE CITY OF ...

**I. Resolutions for Approval**

**SECTION 1. PURPOSE AND SCOPE.** The purpose of this resolution is to ...

**SECTION 2. FINDINGS.** The City Council finds that ...

...

...

...

...

...

**AGENDA ITEM # I - 1**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	December 1, 2014
<b>AGENDA ITEM:</b>	Resolution Designating ATV Routes
<b>ACTION:</b>	Motion

**SYNOPSIS:** This is the second part of the ATV process. According to 75.05 (1.), the City Council may designate certain streets for ATV use. If the City Council does not pass a resolution designating such streets, then ATV use will not be allowed. I have heard various opinions on ATV use have therefore provided you with two resolutions. One resolution designates pass through routes on designated streets, and the second designates all City streets for use.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Manager

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolutions

**PREPARED BY:** Chris Noshisch

**DATE PREPARED:** 11/25/14

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION DESIGNATING THE STREETS WITHIN THE CITY OF TIPTON  
FOR THE USE OF ALL-TERRAIN VEHICLES**

**WHEREAS;** Section 321I.10 (3) of the State Code of Iowa and Chapter 75.05 (1.) of the City Code of Tipton allow for the City of Tipton to designate streets within the City of Tipton for all-terrain vehicle use; and

**WHEREAS;** such use would be subject to all City, State and Federal codes for usage; and

**WHEREAS;** the City has designated all City streets and alleyways for the use of all-terrain vehicles.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TIPTON, IOWA:** That all-terrain vehicles will be allowed City streets and alleyways.

**PASSED and ADOPTED** this \_\_\_\_ day of December, 2014.

\_\_\_\_\_  
Shirley Kepford, Mayor

**ATTEST:**

\_\_\_\_\_  
Lorna Fletcher, City Clerk

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION DESIGNATING THE STREETS WITHIN THE CITY OF TIPTON  
FOR THE USE OF ALL-TERRAIN VEHICLES**

WHEREAS; Section 321I.10 (3) of the State Code of Iowa and Chapter 75.05 (1.) of the City Code of Tipton allow for the City of Tipton to designate streets within the City of Tipton for all-terrain vehicle use; and

WHEREAS; such use would be subject to all City, State and Federal codes for usage; and

WHEREAS; the City has designated pass through routes on Plum Street, South Street, and Lemon Street, and

WHEREAS; all other City streets may only be used to access the designated pass through routes or service/convenience stores with the most direct route to either being utilized.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TIPTON, IOWA: That all-terrain vehicles be allowed on designated City streets.

PASSED and ADOPTED this \_\_\_\_ day of December, 2014.

\_\_\_\_\_  
Shirley Kepford, Mayor

ATTEST:

\_\_\_\_\_  
Lorna Fletcher, City Clerk

RESOLUTION

RESOLUTION DESIGNATING THE STREETS WITHIN THE CITY OF TITON FOR THE USE OF ALL-TERRAIN VEHICLES

WHEREAS, Section 20.14.01.01 of the City Code of Laws and Chapter 20.14 of the City Code of Ordinances provide that the City Council may, upon the request of the City Manager, designate streets for the use of all-terrain vehicles;

AND WHEREAS, the City Council has received a request from the City Manager to designate the streets listed below for the use of all-terrain vehicles;

THE CITY COUNCIL, by and through its duly authorized officers and employees, hereby designates the streets listed below for the use of all-terrain vehicles:

WHEREAS, the City Council has determined that the designation of the streets listed below for the use of all-terrain vehicles is in the best interests of the City of Titon;

# L. Motions for Approval

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TITON, that all certain articles herein be and they are hereby approved and passed.

PASSED AND ADOPTED this \_\_\_\_ day of December, 2014.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

PACKET: 01885 Council Mtg 120114 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-0060 ALBAUGH PHC INC

I 24357		SUPPLIES FOR WATER LINE IN AP			R	12/25/2014		123.79	123.79CR	
		G/L ACCOUNT						123.79		
	630 5-821-2-63100	BUILDING MAINTENANCE & REPAIR					123.79	SUPPLIES FOR WATER LINE IN PP		
		VENDOR TOTALS		REG. CHECK				123.79	123.79CR	0.00
								123.79	0.00	

01-0154 ASCENT AVIATION GROUP INC

I 269181		1999 GL AVIATION FUEL	AP		R	11/25/2014		8,350.25	8,350.25CR	
		G/L ACCOUNT						8,350.25		
	660 5-835-2-64950	GAS PURCHASED					8,350.25	1999 GL AVIATION FUEL		
		VENDOR TOTALS		REG. CHECK				8,350.25	8,350.25CR	0.00
								8,350.25	0.00	

01-0143 AUS WATERLOO MC LOCKBOX

I 6301586		MATS	AP		R	12/25/2014		55.60	55.60CR	
		G/L ACCOUNT						55.60		
	001 5-650-2-63100	BUILDING MAINTENANCE & REPAIR					55.60	MATS		
		VENDOR TOTALS		REG. CHECK				55.60	55.60CR	0.00
								55.60	0.00	

01-0201 BARRON MOTOR SUPPLY

I 001680		LIGHTING #29	AP		R	11/25/2014		41.80	41.80CR	
		G/L ACCOUNT						41.80		
	810 5-899-2-63321	REPAIR PARTS					41.80	LIGHTING #29		
		VENDOR TOTALS		REG. CHECK				41.80	41.80CR	0.00
								41.80	0.00	

01-0204 BARTON SOLVENTS INC

C 57059		DRUM DEPOSIT	AP		R	11/25/2014		35.00CR	35.00	
		G/L ACCOUNT						35.00CR		
	001 5-465-2-65070	OPERATING SUPPLIES					35.00CR	DRUM DEPOSIT		
I 57063		BARSOL DOWFROST	AP		R	11/25/2014		952.21	952.21CR	
		G/L ACCOUNT						952.21		
	001 5-465-2-65070	OPERATING SUPPLIES					952.21	BARSOL DOWFROST		

PACKET: 01885 Council Mtg 120114 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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		VENDOR TOTALS	REG. CHECK					917.21	917.21CR	0.00
								917.21	0.00	

01-0253 BOUND TREE MEDICAL LLC

I 81606048		MEDICAL SUPPLIES	AP		R	11/25/2014		892.88	892.88CR	
		G/L ACCOUNT						892.88		
	001 5-160-2-65070	OPERATING SUPPLIES					892.88	MEDICAL SUPPLIES		

I 81610593		2 IV WARMER FLOOR MOUNTS	AP		R	11/25/2014		1,119.58	1,119.58CR	
		G/L ACCOUNT						1,119.58		
	001 5-160-2-65070	OPERATING SUPPLIES					1,119.58	2 IV WARMER FLOOR MOUNTS		

		VENDOR TOTALS	REG. CHECK					2,012.46	2,012.46CR	0.00
								2,012.46	0.00	

01-0530 CENTRAL IOWA DISTRIBUTING I

I 115352		SHOP SUPPLIES	AP		R	11/25/2014		263.70	263.70CR	
		G/L ACCOUNT						263.70		
	810 5-899-2-65070	OPERATING SUPPLIES					263.70	SHOP SUPPLIES		

		VENDOR TOTALS	REG. CHECK					263.70	263.70CR	0.00
								263.70	0.00	

01-0587 CLARENCE LOWDEN SUN-NEWS &

I 1014CLSNA		FAC, YOUTH REC, ADULT REC	AP		R	12/25/2014		335.50	335.50CR	
		G/L ACCOUNT						335.50		
	001 5-444-2-64020	ADVERTISING					22.00	FAC, YOUTH REC, ADULT REC ADS		
	001 5-446-2-64020	ADVERTISING					66.00	FAC, YOUTH REC, ADULT REC ADS		
	001 5-465-2-64020	ADVERTISING					247.50	FAC, YOUTH REC, ADULT REC ADS		

		VENDOR TOTALS	REG. CHECK					335.50	335.50CR	0.00
								335.50	0.00	

01-0663 CORRIDOR BUSINESS JOURNAL

I 111014CBJ		1 YEAR SUBSCRIPTION	AP		R	11/26/2014		59.95	59.95CR	
		G/L ACCOUNT						59.95		
	001 5-525-2-65980	MISCELLANEOUS					59.95	1 YEAR SUBSCRIPTION		

		VENDOR TOTALS	REG. CHECK					59.95	59.95CR	0.00
								59.95	0.00	

PACKET: 01885 Council Mtg 120114 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-0840 ECIA

I 12865		HOUSING NEEDS ASSESSMENT	AP		R	12/25/2014		2,048.50	2,048.50CR	
		G/L ACCOUNT						2,048.50		
	835 5-899-2-65980	MISCELLANEOUS					2,048.50	HOUSING NEEDS ASSESSMENT		

I 12905		LUNCH AT ECICA TRAINING	AP		R	12/25/2014		24.00	24.00CR	
		G/L ACCOUNT						24.00		
	835 5-899-1-62980	TRAVEL TRAINING					24.00	LUNCH AT ECICA TRAINING		

VENDOR TOTALS		REG. CHECK						2,072.50	2,072.50CR	0.00
								2,072.50	0.00	

01-0905 ELECTRICAL ENGINEERING & EQ

I 4079856-01		FLOODLIGHT	AP		R	11/25/2014		170.00	168.30CR	
		G/L ACCOUNT				11/25/2014		170.00	1.70CR	
	001 5-160-2-63100	BUILDING MAINTENANCE & REPAIR					170.00	FLOODLIGHT		

I 4112302-00		OPERATING SUPPLIES	AP		R	11/25/2014		378.34	371.96CR	
		G/L ACCOUNT				11/25/2014		378.34	6.38CR	
	630 5-820-2-65070	OPERATING SUPPLIES					378.34	OPERATING SUPPLIES		

I 4112302-01		BATTERIES	AP		R	11/25/2014		3.11	3.11CR	
		G/L ACCOUNT						3.11		
	630 5-820-2-65070	OPERATING SUPPLIES					3.11	BATTERIES		

I 4112303-00		LIGHT BULBS FOR LIBRARY	AP		R	11/25/2014		376.00	368.48CR	
		G/L ACCOUNT				11/25/2014		376.00	7.52CR	
	001 5-410-2-63100	BUILDING MAINTENANCE & REPAIR					376.00	LIGHT BULBS FOR LIBRARY		

I 4112474-00		RECEPTACLE COVERS	AP		R	11/25/2014		145.58	142.67CR	
		G/L ACCOUNT				11/25/2014		145.58	2.91CR	
	001 5-410-2-63100	BUILDING MAINTENANCE & REPAIR					145.58	RECEPTACLE COVERS		

I 4120028-00		OVERHEAD & BLDG MAINT SUPPL	AP		R	11/25/2014		463.84	455.91CR	
		G/L ACCOUNT				11/25/2014		463.84	7.93CR	
	630 5-820-2-65302	OVERHEAD SUPPLIES					267.81	OVERHEAD & BLDG MAINT SUPPLIES		
	001 5-650-2-63100	BUILDING MAINTENANCE & REPAIR					196.03	OVERHEAD & BLDG MAINT SUPPLIES		

VENDOR TOTALS		REG. CHECK						1,536.87	1,510.43CR	0.00
								1,536.87	26.44CR	

PACKET: 01885 Council Mtg 120114 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-1020 FLETCHER-REINHARDT CO.

I S1109754.001		UNDERGROUND SUPPLIES	AP		R	12/26/2014		679.13	679.13CR	
		G/L ACCOUNT						679.13		
	630 5-820-2-65304	UNDERGROUND SUPPLIES						679.13	UNDERGROUND SUPPLIES	
I S1109970.001		24 ARRESTERS	AP		R	12/26/2014		987.40	987.40CR	
		G/L ACCOUNT						987.40		
	630 5-820-2-65303	STREET LIGHTS						987.40	24 ARRESTERS	
		VENDOR TOTALS		REG. CHECK				1,666.53	1,666.53CR	0.00
								1,666.53	0.00	

01-1039 FOR A CLEANER POOL

I 44992		POOL REPAIRS	AP		R	11/26/2014		1,082.45	1,082.45CR	
		G/L ACCOUNT						1,082.45		
	001 5-465-2-63500	OPERATIONAL EQUIPT MAINT & REP						1,082.45	POOL REPAIRS	
		VENDOR TOTALS		REG. CHECK				1,082.45	1,082.45CR	0.00
								1,082.45	0.00	

01-1048 FOSTER COACH SALES INC.

I 5165		FENDER TRIM FOR A8	AP		R	12/26/2014		214.53	214.53CR	
		G/L ACCOUNT						214.53		
	810 5-899-2-63321	REPAIR PARTS						214.53	FENDER TRIM FOR A8	
		VENDOR TOTALS		REG. CHECK				214.53	214.53CR	0.00
								214.53	0.00	

01-1051 FRIENDS OF THE ANIMALS

I 112314		1 DOG, 2 CATS	AP		R	12/26/2014		175.00	175.00CR	
		G/L ACCOUNT						175.00		
	001 5-190-2-64910	CONTRACT SERVICES						175.00	1 DOG, 2 CATS	
		VENDOR TOTALS		REG. CHECK				175.00	175.00CR	0.00
								175.00	0.00	

PACKET: 01885 Council Mtg 120114 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-1055 G & K SERVICES

I 77664		UNIFORMS EL & GAS	AP		R	12/26/2014		139.09	139.09CR	
		G/L ACCOUNT						139.09		
	630	5-820-2-64350 UNIFORMS/EQUIPMENT					112.18	UNIFORMS EL & GAS		
	640	5-825-2-64350 UNIFORMS/EQUIPMENT					26.91	UNIFORMS EL & GAS		

I 80921		UNIFORMS PUBLIC WORKS	AP		R	12/26/2014		67.19	67.19CR	
		G/L ACCOUNT						67.19		
	670	5-840-2-64350 UNIFORMS/EQUIPMENT					8.03	UNIFORMS PUBLIC WORKS		
	600	5-810-2-64350 UNIFORMS/EQUIPMENT					10.70	UNIFORMS PUBLIC WORKS		
	001	5-210-2-64350 UNIFORMS/EQUIPMENT					28.30	UNIFORMS PUBLIC WORKS		
	810	5-899-2-64350 UNIFORMS/EQUIPMENT					7.83	UNIFORMS PUBLIC WORKS		
	001	5-299-2-64350 UNIFORMS/EQUIPMENT					12.33	UNIFORMS PUBLIC WORKS		

I 80922		UNIFORMS EL & GAS	AP		R	12/26/2014		139.09	139.09CR	
		G/L ACCOUNT						139.09		
	630	5-820-2-64350 UNIFORMS/EQUIPMENT					112.18	UNIFORMS EL & GAS		
	640	5-825-2-64350 UNIFORMS/EQUIPMENT					26.91	UNIFORMS EL & GAS		

		VENDOR TOTALS		REG. CHECK				345.37	345.37CR	0.00
								345.37	0.00	

01-1094 GRAINGER

I 9597264721		WELDING CURTAIN	AP		R	12/26/2014		118.60	118.60CR	
		G/L ACCOUNT						118.60		
	640	5-825-2-65071 WELDING MATERIAL/SUPPLIES					118.60	WELDING CURTAIN		

		VENDOR TOTALS		REG. CHECK				118.60	118.60CR	0.00
								118.60	0.00	

01-1170 HARRY'S CUSTOM TROPHIES

I 098238		3 PLAQUES	AP		R	12/26/2014		106.40	106.40CR	
		G/L ACCOUNT						106.40		
	001	5-620-2-65980 MISCELLANEOUS					1.15	3 PLAQUES		
	835	5-899-2-65980 MISCELLANEOUS					37.15	3 PLAQUES		
	001	5-210-2-65980 MISCELLANEOUS					7.15	3 PLAQUES		
	001	5-250-2-65980 MISCELLANEOUS					5.11	3 PLAQUES		
	001	5-240-2-65070 OPERATING SUPPLIES					1.70	3 PLAQUES		
	001	5-290-2-65980 MISCELLANEOUS					1.70	3 PLAQUES		
	001	5-299-2-65980 MISCELLANEOUS					1.70	3 PLAQUES		
	810	5-899-2-65980 MISCELLANEOUS					16.68	3 PLAQUES		
	001	5-410-2-65980 MISCELLANEOUS					34.06	3 PLAQUES		

PACKET: 01885 Council Mtg 120114 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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VENDOR TOTALS			REG. CHECK					106.40	106.40CR	0.00
								106.40	0.00	

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01-1297 INTERSTATE POWER SYSTEMS IN

I R012042402:01	WORK ON ENGINE 5	AP		R	11/26/2014			960.57	960.57CR	
	G/L ACCOUNT							960.57		
	630 5-821-2-63500	OPERATIONAL EQUIPT MAINT & REP				960.57	WORK ON ENGINE 5			

I R012042403:01	WORK ON ENGINE 6	AP		R	11/26/2014			734.29	734.29CR	
	G/L ACCOUNT							734.29		
	630 5-821-2-63500	OPERATIONAL EQUIPT MAINT & REP				734.29	WORK ON ENGINE 6			

VENDOR TOTALS			REG. CHECK					1,694.86	1,694.86CR	0.00
								1,694.86	0.00	

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01-1262 INTOXIMETERS INC

I 482443	DRYGAS CANISTER	AP		R	11/26/2014			115.00	115.00CR	
	G/L ACCOUNT							115.00		
	001 5-110-2-65070	OPERATING SUPPLIES				115.00	DRYGAS CANISTER			

VENDOR TOTALS			REG. CHECK					115.00	115.00CR	0.00
								115.00	0.00	

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01-1270 IOWA ASSOCIATION OF

I 6213	WA/WASTE WA WORKSHOP	AP		R	12/26/2014			200.00	200.00CR	
	G/L ACCOUNT							200.00		
	600 5-810-1-62300	TRAINING				100.00	WA/WASTE WA WORKSHOP			
	610 5-815-1-62300	TRAINING				100.00	WA/WASTE WA WORKSHOP			

I 6235	TRAINING	AP		R	12/26/2014			100.00	100.00CR	
	G/L ACCOUNT							100.00		
	640 5-825-1-62300	TRAINING				100.00	TRAINING			

I 6236	TRAINING	AP		R	12/26/2014			15.00	15.00CR	
	G/L ACCOUNT							15.00		
	640 5-825-1-62300	TRAINING				15.00	TRAINING			

VENDOR TOTALS			REG. CHECK					315.00	315.00CR	0.00
								315.00	0.00	

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PACKET: 01885 Council Mtg 120114 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-1265 IOWA BUSINESS SUPPLY LLC

I 0085973-001		HAND TOWELS	AP		R	12/26/2014		37.99	37.99CR	
		G/L ACCOUNT						37.99		
	835 5-899-2-65980	MISCELLANEOUS					12.67	HAND TOWELS		
	001 5-110-2-65980	MISCELLANEOUS					12.66	HAND TOWELS		
	630 5-820-2-65980	MISCELLANEOUS					12.66	HAND TOWELS		
		VENDOR TOTALS		REG. CHECK				37.99	37.99CR	0.00
								37.99	0.00	

01-1332 IOWA ONE CALL

I 166035		LOCATES	AP		R	12/26/2014		49.50	49.50CR	
		G/L ACCOUNT						49.50		
	630 5-820-2-65304	UNDERGROUND SUPPLIES					16.50	LOCATES		
	600 5-810-2-65307	SERVICE LINES					16.50	LOCATES		
	640 5-825-2-65307	SERVICE LINES					16.50	LOCATES		
		VENDOR TOTALS		REG. CHECK				49.50	49.50CR	0.00
								49.50	0.00	

01-1468 KINUM INC

I 1468		COLLECTION EXPENSE	AP		R	11/26/2014		347.76	347.76CR	
		G/L ACCOUNT						347.76		
	630 5-822-2-64040	COLLECTION EXPENSE					309.50	COLLECTION EXPENSE		
	600 5-811-2-64040	COLLECTION EXPENSE					9.14	COLLECTION EXPENSE		
	610 5-815-2-64040	COLLECTION EXPENSE					15.84	COLLECTION EXPENSE		
	670 5-840-2-64040	COLLECTION EXPENSE					13.28	COLLECTION EXPENSE		
I 1652		COLLECTION EXPENSE	AP		R	11/26/2014		20.00	20.00CR	
		G/L ACCOUNT						20.00		
	001 5-160-2-64040	COLLECTION EXPENSE					20.00	COLLECTION EXPENSE		
		VENDOR TOTALS		REG. CHECK				367.76	367.76CR	0.00
								367.76	0.00	

01-1660 MANATTS INC

I 757971		CONCRETE, REBAR & CALCIUM	AP		R	12/26/2014		1,103.35	1,066.35CR	
		G/L ACCOUNT				12/26/2014		1,103.35	37.00CR	
	001 5-650-2-63100	BUILDING MAINTENANCE & REPAIR					1,103.35	CONCRETE, REBAR & CALCIUM		
I 758403		CONCRETE & REBAR	AP		R	12/26/2014		625.05	604.05CR	
		G/L ACCOUNT				12/26/2014		625.05	21.00CR	
	001 5-650-2-63100	BUILDING MAINTENANCE & REPAIR					625.05	CONCRETE & REBAR		

PACKET: 01885 Council Mtg 120114 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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VENDOR TOTALS			REG. CHECK					1,728.40	1,670.40CR	0.00
								1,728.40	58.00CR	

01-1734 MIDWEST SAFETY COUNSELORS I

I IVC0039944		INSTRUMENT CALIBRATION	AP		R	11/26/2014		90.00	90.00CR	
		G/L ACCOUNT						90.00		
	001 5-290-2-63500	OPERATIONAL EQUIPT MAINT & REP					90.00	INSTRUMENT CALIBRATION		
VENDOR TOTALS			REG. CHECK					90.00	90.00CR	0.00
								90.00	0.00	

01-1748 MITCHELL 1

I IB17134422		WEB SUBSCRIPTIONS	AP		R	11/26/2014		216.52	216.52CR	
		G/L ACCOUNT						216.52		
	810 5-899-2-65065	COMPUTER SUPPLIES					216.52	WEB SUBSCRIPTIONS		
VENDOR TOTALS			REG. CHECK					216.52	216.52CR	0.00
								216.52	0.00	

01-1832 MUNICIPAL SUPPLY INC

I 0578062-IN		LOGIC HOSTING MONTHLY FEE	AP		R	11/26/2014		2,400.00	2,400.00CR	
		G/L ACCOUNT						2,400.00		
	630 5-822-2-65070	OPERATING SUPPLIES					1,200.00	LOGIC HOSTING MONTHLY FEE		
	640 5-826-2-65070	OPERATING SUPPLIES					1,200.00	LOGIC HOSTING MONTHLY FEE		
VENDOR TOTALS			REG. CHECK					2,400.00	2,400.00CR	0.00
								2,400.00	0.00	

01-2071 QUILL CORPORATION

I 8110981		OFFICE SUPPLIES	AP		R	12/26/2014		329.11	329.11CR	
		G/L ACCOUNT						329.11		
	001 5-525-2-65060	OFFICE SUPPLIES					329.11	OFFICE SUPPLIES		
VENDOR TOTALS			REG. CHECK					329.11	329.11CR	0.00
								329.11	0.00	

PACKET: 01885 Council Mtg 120114 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-2165 SANDRY FIRE SUPPLY LLC

I 46434		HOODS & GLOVES	AP		R	11/26/2014		1,080.00	1,080.00CR	
		G/L ACCOUNT						1,080.00		
	001 5-150-2-64350	UNIFORMS/EQUIPMENT					1,080.00	HOODS & GLOVES		
		VENDOR TOTALS	REG. CHECK					1,080.00	1,080.00CR	0.00
								1,080.00	0.00	

01-2167 SCHIMBERG CO

I 7326741-00		PIPE #26	AP		R	12/26/2014		118.73	118.73CR	
		G/L ACCOUNT						118.73		
	810 5-899-2-63321	REPAIR PARTS					118.73	PIPE #26		
		VENDOR TOTALS	REG. CHECK					118.73	118.73CR	0.00
								118.73	0.00	

01-2235 SPINUTECH INC

I 19641		NOV EMAIL MARKETING	AP		R	11/26/2014		25.00	25.00CR	
		G/L ACCOUNT						25.00		
	001 5-525-2-64020	ADVERTISING					25.00	NOV EMAIL MARKETING		
		VENDOR TOTALS	REG. CHECK					25.00	25.00CR	0.00
								25.00	0.00	

01-2247 STAPLES ADVANTAGE

I 3248253306		BLACK TONER	AP		R	12/26/2014		84.99	84.99CR	
		G/L ACCOUNT						84.99		
	630 5-820-2-65060	OFFICE SUPPLIES					84.99	BLACK TONER		
I 3248253307		1 BLACK TONER, 3 COLOR TONE AP	AP		R	12/26/2014		294.96	294.96CR	
		G/L ACCOUNT						294.96		
	630 5-820-2-65060	OFFICE SUPPLIES					294.96	1 BLACK TONER, 3 COLOR TONERS		
		VENDOR TOTALS	REG. CHECK					379.95	379.95CR	0.00
								379.95	0.00	

PACKET: 01885 Council Mtg 120114 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-2300 STUELAND AUTO CENTER INC

I 21058		ACTUATOR #11	AP		R	12/26/2014		45.05	45.05CR	
		G/L ACCOUNT						45.05		
	810 5-899-2-63321	REPAIR PARTS					45.05	ACTUATOR #11		
		VENDOR TOTALS		REG. CHECK				45.05	45.05CR	0.00
								45.05	0.00	

01-1 SUN INDUSTRIES INC

I 00020201		DE ICER	AP		R	11/26/2014		142.38	142.38CR	
		G/L ACCOUNT						142.38		
	640 5-825-2-65010	CHEMICALS					142.38	SUN INDUSTRIES INC:DE ICER		
		VENDOR TOTALS		REG. CHECK				142.38	142.38CR	0.00
								142.38	0.00	

01-2317 T & M CLOTHING CO.

I 1046		16 EMBROIDERED CITY CAPS	AP		R	12/26/2014		112.00	112.00CR	
		G/L ACCOUNT						112.00		
	630 5-820-2-64350	UNIFORMS/EQUIPMENT					112.00	16 EMBROIDERED CITY CAPS		
I 1048		BOOTS, JUMPSUIT, PANTS	AP		R	12/26/2014		250.00	250.00CR	
		G/L ACCOUNT						250.00		
	001 5-110-2-64350	UNIFORMS/EQUIPMENT					250.00	BOOTS, JUMPSUIT, PANTS		
I 1050		2 SHIRTS WITH LOGO	AP		R	12/26/2014		88.50	88.50CR	
		G/L ACCOUNT						88.50		
	001 5-465-2-64350	UNIFORMS/EQUIPMENT					44.25	2 SHIRTS WITH LOGO		
	001 5-440-2-64350	UNIFORMS/EQUIPMENT					44.25	2 SHIRTS WITH LOGO		
		VENDOR TOTALS		REG. CHECK				450.50	450.50CR	0.00
								450.50	0.00	

01-2400 TIPTON CONSERVATIVE

I 201411264649		MINUTES, PUBLIC HEARING	AP		R	12/26/2014		688.51	688.51CR	
		G/L ACCOUNT						688.51		
	835 5-899-2-64140	PRINTING & PUBLISHING					688.51	MINUTES, PUBLIC HEARING		
I 201411264650		ADULT BASKETBALL	AP		R	12/26/2014		28.40	28.40CR	
		G/L ACCOUNT						28.40		
	001 5-444-2-64020	ADVERTISING					28.40	ADULT BASKETBALL		

PACKET: 01885 Council Mtg 120114 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 201411264651		YOUTH REC	AP		R	12/26/2014		85.20	85.20CR	
		G/L ACCOUNT						85.20		
	001 5-446-2-64020	ADVERTISING					85.20	YOUTH REC		
I 201411264652		PUBLIC HEARING	AP		R	12/26/2014		8.04	8.04CR	
		G/L ACCOUNT						8.04		
	001 5-110-2-64020	ADVERTISING					8.04	PUBLIC HEARING		
I 201411264653		TRUNK OR TREAT	AP		R	12/26/2014		115.38	115.38CR	
		G/L ACCOUNT						115.38		
	001 5-525-2-64020	ADVERTISING					115.38	TRUNK OR TREAT		
I 201411264654		VARIOUS FAC ADS	AP		R	12/26/2014		291.10	291.10CR	
		G/L ACCOUNT						291.10		
	001 5-465-2-64020	ADVERTISING					291.10	VARIOUS FAC ADS		
I 201411264655		STORM WATER CHARGE	AP		R	12/26/2014		8.61	8.61CR	
		G/L ACCOUNT						8.61		
	001 5-291-2-64020	ADVERTISING					8.61	STORM WATER CHARGE		
I 201411264656		CONTRACT OUT GARBAGE PICKUP	AP		R	12/26/2014		8.03	8.03CR	
		G/L ACCOUNT						8.03		
	670 5-840-2-64020	ADVERTISING					8.03	CONTRACT OUT GARBAGE PICKUP		
		VENDOR TOTALS		REG. CHECK				1,233.27	1,233.27CR	0.00
								1,233.27	0.00	

01-2450 TIPTON PHARMACY

I 110314TP		PHARMACEUTICALS	AP		R	12/26/2014		482.46	482.46CR	
		G/L ACCOUNT						482.46		
	001 5-160-2-65070	OPERATING SUPPLIES					482.46	PHARMACEUTICALS		
		VENDOR TOTALS		REG. CHECK				482.46	482.46CR	0.00
								482.46	0.00	

01-2489 TRANSWORLD SYSTEMS INC

I 100817		COLLECTION EXPENSE	AP		R	11/26/2014		53.64	53.64CR	
		G/L ACCOUNT						53.64		
	640 5-826-2-64040	COLLECTION EXPENSE					53.64	COLLECTION EXPENSE		
		VENDOR TOTALS		REG. CHECK				53.64	53.64CR	0.00
								53.64	0.00	

PACKET: 01885 Council Mtg 120114 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DT	GROSS	PAYMENT	OUTSTANDING
								BALANCE	DISCOUNT	

01-2568 VERISIGHT INC

I N3816035		CONSULTING SERVICES PAY STU AP			R	11/26/2014		5,000.00	5,000.00CR	
		G/L ACCOUNT						5,000.00		
	835 5-899-2-65980	MISCELLANEOUS					5,000.00	CONSULTING SERVICES PAY STUDY		
		VENDOR TOTALS		REG. CHECK				5,000.00	5,000.00CR	0.00
								5,000.00	0.00	

01-2574 WALMART COMMUNITY

I 1978		MISC SUPPLIES FIRE STATION AP			R	12/26/2014		55.11	55.11CR	
		G/L ACCOUNT						55.11		
	001 5-150-2-65980	MISCELLANEOUS					55.11	MISC SUPPLIES FIRE STATION		
I 3140		SUPPLIES FOR TRUNK OR TREAT AP			R	12/26/2014		150.74	150.74CR	
		G/L ACCOUNT						150.74		
	001 5-160-2-65980	MISCELLANEOUS					150.74	SUPPLIES FOR TRUNK OR TREAT		
I 5800		MISC & CONCESSION SUPP FA AP			R	12/26/2014		61.58	61.58CR	
		G/L ACCOUNT						61.58		
	001 5-465-2-65980	MISCELLANEOUS					4.72	MISC & CONCESSION SUPP FAC		
	001 5-465-2-65031	CONCESSIONS					56.86	MISC & CONCESSION SUPP FAC		
I 920		WIRELESS MOUSE AP			R	12/26/2014		13.97	13.97CR	
		G/L ACCOUNT						13.97		
	835 5-899-2-65065	COMPUTER SUPPLIES					13.97	WIRELESS MOUSE		
I 921		MISC SUPP & MOUSE ELECTRIC AP			R	12/26/2014		51.60	51.60CR	
		G/L ACCOUNT						51.60		
	630 5-820-2-65980	MISCELLANEOUS					37.63	MISC SUPP & MOUSE ELECTRIC		
	630 5-820-2-65065	COMPUTER SUPPLIES					13.97	MISC SUPP & MOUSE ELECTRIC		
		VENDOR TOTALS		REG. CHECK				333.00	333.00CR	0.00
								333.00	0.00	

01-2640 WENDLING QUARRIES INC

I 576230		9.44 TN SCREENINGS CITY HAL AP			R	12/26/2014		33.04	33.04CR	
		G/L ACCOUNT						33.04		
	001 5-650-2-63100	BUILDING MAINTENANCE & REPAIR					33.04	9.44 TN SCREENINGS CITY HALL		
		VENDOR TOTALS		REG. CHECK				33.04	33.04CR	0.00
								33.04	0.00	

PACKET: 01885 Council Mtg 120114 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DT	GROSS	PAYMENT	OUTSTANDING
						DISC DT		BALANCE	DISCOUNT	

01-2650 WESCO RECEIVABLES CORP

I 941066		UNDERGROUND SUPPLIES	AP		R	12/26/2014		461.07	461.07CR	
		G/L ACCOUNT						461.07		
	630 5-820-2-65304	UNDERGROUND SUPPLIES					461.07	UNDERGROUND SUPPLIES		
		VENDOR TOTALS		REG. CHECK				461.07	461.07CR	0.00
								461.07	0.00	

01-1 WEST LIBERTY AMB

I 112014WLA		MUTUAL AID	AP		R	11/26/2014		150.00	150.00CR	
		G/L ACCOUNT						150.00		
	001 5-160-2-64130	PAYMENT TO OTHER AGENCIES/FUND					150.00	WEST LIBERTY AMB:MUTUAL AID		
		VENDOR TOTALS		REG. CHECK				150.00	150.00CR	0.00
								150.00	0.00	

01-2737 ZEP SALES & SERVICE

I 9001317311		SHOP SUPPLIES	AP		R	12/26/2014		201.87	201.87CR	
		G/L ACCOUNT						201.87		
	810 5-899-2-65070	OPERATING SUPPLIES					201.87	SHOP SUPPLIES		
		VENDOR TOTALS		REG. CHECK				201.87	201.87CR	0.00
								201.87	0.00	

PACKET: 01885 Council Mtg 120114 AL

VENDOR SET: 01

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
001	GENERAL GOVERNMENT	10,827.31CR
600	WATER OPERATING	136.34CR
610	WASTEWATER/AKA SEWER REVE	115.84CR
630	ELECTRIC OPERATING	6,902.08CR
640	GAS OPERATING	1,699.94CR
660	AIRPORT OPERATING	8,350.25CR
670	GARBAGE COLLECTION	29.34CR
810	CENTRAL GARAGE	1,126.71CR
835	ADMINISTRATIVE SERVICES	7,824.80CR
** TOTALS **		37,012.61CR

----- 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		37,012.61	36,928.17CR	0.00
		37,012.61	84.44CR	
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		37,012.61	36,928.17CR	0.00
		37,012.61	84.44CR	

TOTAL CHECKS TO PRINT: 45

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ERRORS: 0                      WARNINGS: 0

**AGENDA ITEM # L - 2**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	December 1, 2014
<b>AGENDA ITEM:</b>	Engineering Contract
<b>ACTION:</b>	Motion

**SYNOPSIS:** Garden and Associates has submitted a contract for the design and construction services needed for the spring capital improvement projects. The estimated costs for all of the road and sewer related projects will be \$55,700. I have provided the contract to you as it designates the projects we plan to cover under this contract.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** Police

**MAYOR/COUNCIL ACTION:** None

**ATTACHMENTS:** Contract

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/25/14



# GARDEN & ASSOCIATES, LTD.

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

Phone: 641.672.2526 • Fax: 641.672.2091

November 12, 2014

City of Tipton  
Attn: Chris Nosbisch, City Manager  
407 Lynn Street  
Tipton, IA 52772

Re: Engineering Contract  
2015 Street, Water Main, and Sanitary Sewer  
Tipton, IA  
G&A 5014140

Dear Chris:

Enclosed herewith are two (2) copies of the engineering contract for the referenced project. If you and the council find the contracts satisfactory have the mayor execute where instructed, keep one copy for your records and return one copy to our office.

If you have any questions, please contact me at 641-672-2526.

Sincerely,  
**GARDEN & ASSOCIATES, LTD.**

Jack Pope, P.E.

Enc: Engineering Contract (2 copies)

JP/ng

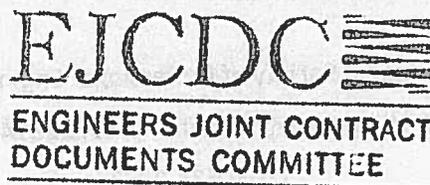
**ENGINEERS AND SURVEYORS**

OSKALOOSA, IOWA

CRESTON, IOWA

**AGREEMENT  
BETWEEN  
OWNER (CITY OF TIPTON, IOWA)  
AND  
ENGINEER (GARDEN & ASSOCIATES, LTD.)  
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



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**National Society of Professional Engineers**  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

**American Council of Engineering Companies**  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

**American Society of Civil Engineers**  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of December 1, 2014 ("Effective Date") between The City of Tipton Iowa ("Owner") and Garden & Associates, Ltd., Oskaloosa, Iowa ("Engineer").

Owner's Project, of which the Engineer's services under this agreement are a part, is generally identified as follows: construction of East Relief Sewer, 3<sup>rd</sup> Ave water main improvements between Sycamore and Cedar, and hot mix asphalt paving and sealcoating at multiple locations including the cemetery (see attached map). ("Project").

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or
  - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

## ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

### 3.01 Commencement

Engineer is authorized to begin rendering services as of the ~~Effective Date~~ written notice to proceed issued by the Owner.

### 3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

## ARTICLE 4 – INVOICES AND PAYMENTS

### 4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

### 4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and

other related charges. Owner waives any and all claims against Engineer for any such suspension.

- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### 5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties,

express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

### 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. ~~Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.~~
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. ~~Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

## 6.06 *Suspension and Termination*

### A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

### B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

#### 1. For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

#### b. by Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

#### 3) Engineer shall have no liability to Owner on account of such termination.

- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

#### 2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

- ### C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks

whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

**D. *Payments Upon Termination:***

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

**6.07 *Controlling Law***

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

**6.08 *Successors, Assigns, and Beneficiaries***

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

#### 6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

## 6.11 Indemnification and Mutual Waiver

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

## 6.12 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's

performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and

which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. **Basic Services**—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. **Change Order**—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. **Change Proposal**—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. **Construction Contract**—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. **Construction Contract Documents**—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
11. **Construction Contract Price**—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. **Construction Contract Times**—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. **Construction Cost**—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or

compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. **Consultants**—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
17. **Documents**—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. **Engineer**—The individual or entity named as such in this Agreement.
21. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. **Owner**—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. **Project**—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. **Total Project Costs**—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
  36. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
  37. **Work Change Directive**—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. **Day:**
1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 Exhibits Included:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work. (NOT USED)
- F. Exhibit F, Construction Cost Limit. (NOT USED)
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability. (NOT USED)
- J. Exhibit J, Special Provisions.

K. Exhibit K, Amendment to Owner-Engineer Agreement. **(NOT USED)**

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **City of Tipton, Iowa**

Engineer: **Garden & Associates, Ltd.**

By: \_\_\_\_\_  
Print name: Shirley Kepford  
Title: Mayor  
Date Signed: \_\_\_\_\_

By:   
Print name: Robert A. Nielsen  
Title: President  
Date Signed: 11/14/11

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

407 Lynn Street  
Tipton, Iowa 52772  
Designated Representative (Paragraph 8.03.A):  
Chris Nosbisch  
Title: City Administrator  
Phone Number: (563)886-6187  
E-Mail Address: cnosbisch@tiptoniowa.org

P.O. Box 451  
Oskaloosa, Iowa  
Designated Representative (Paragraph 8.03.A):  
Robert A. Nielsen  
Title: President  
Phone Number: (641)672-2526  
E-Mail Address: bnielsen@gardenassociates.net

This is EXHIBIT A, consisting of 16 pages referred to in and part of the Agreement between Owner and Engineer for Professional Services dated December 1, 2014.

## Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### **A1.01 ~~Study and Report Phase~~ (Deleted)**

##### **A. ~~Engineer shall:~~**

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~
  - ~~a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: N/A~~
  - ~~b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~
  - ~~c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify N/A alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
- ~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~
- ~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~
- ~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~
- ~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

- ~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~
- ~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~
- ~~9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~
- ~~10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~
- ~~11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
- ~~12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
- ~~13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
- ~~14. Perform or provide the following other Study and Report Phase tasks or deliverables:  
N/A.~~
- ~~15. Furnish N/A review copies of the Report and any other Study and Report Phase deliverables to Owner within N/A days of the Effective Date and review it with Owner. Within N/A days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
- ~~16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish N/A copies of the revised Report and~~

Exhibit A - Engineer's Services

~~any other Study and Report Phase deliverables to the Owner within N/A days of receipt of Owner's comments.~~

- ~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

#### A1.02 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
  2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
  3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
  4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
  5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
  6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
  7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

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#### Exhibit A – Engineer's Services

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
  9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: None.
  10. Furnish 2 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 60 days of authorization to proceed with this phase, and review them with Owner. Within 20 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
  11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 2 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 10 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

#### A1.03 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
  3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such

authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
  5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
  6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
  7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
  8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
  9. Perform or provide the following other Final Design Phase tasks or deliverables: None.
  10. Furnish for review by Owner, its legal counsel, and other advisors, 3 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 30 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 20 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
  11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final copies of such documents to Owner within 10 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

#### **A1.04 Bidding or Negotiating Phase**

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
  - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
  - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  - 4. Consult with Owner as to the qualifications of prospective contractors.
  - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
  9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: None.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors ~~(except as may be required if Exhibit F is a part of this Agreement)~~.

#### A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. **General Administration of Construction Contract:** Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. **Resident Project Representative (RPR):** Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
  3. **Selection of Independent Testing Laboratory:** Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
  4. **Pre-Construction Conference:** Participate in a pre-construction conference prior to commencement of Work at the Site.
  5. **Electronic Transmittal Protocols:** If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data,

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#### Exhibit A – Engineer's Services

drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. **Original Documents:** If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. **Schedules:** Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. **Baselines and Benchmarks:** As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. **Visits to Site and Observation of Construction:** In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or

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Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. **Defective Work:** Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. **Compatibility with Design Concept:** If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. **Clarifications and Interpretations:** Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. **Non-reviewable Matters:** If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. **Field Orders:** Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. **Change Orders and Work Change Directives:** Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. **Differing Site Conditions:** Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

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Exhibit A – Engineer's Services

17. **Shop Drawings, Samples, and Other Submittals:** Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. **Substitutes and "Or-equal":** Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. **Inspections and Tests:**
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. **Change Proposals and Claims:** (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. **Applications for Payment:** Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information

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Exhibit A – Engineer's Services

and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: None.
  25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
  26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

#### A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
  3. Perform or provide the following other Post-Construction Phase tasks or deliverables: None.

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#### Exhibit A – Engineer's Services

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

## **PART 2 – ADDITIONAL SERVICES**

### **A2.01 Additional Services Requiring Owner's Written Authorization**

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
  5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
  6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
  7. Undertaking investigations and studies including, but not limited to:
    - a. detailed consideration of operations, maintenance, and overhead expenses;
    - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering

and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

- c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
  9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
  10. Providing the following services:
    - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
    - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
  11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
  12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
  13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
  14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
  15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
  16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total

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**Exhibit A – Engineer's Services**

quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

#### A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease

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#### Exhibit A – Engineer's Services

performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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**Exhibit A – Engineer's Services**

This is EXHIBIT B, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated December 1, 2014.

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

**B2.01** In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with 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 expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
  4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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**Exhibit B – Owner's Responsibilities**

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: None.



This is EXHIBIT C, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated December 1, 2014.

## Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

### **ARTICLE 2 – OWNER’S RESPONSIBILITIES**

#### **C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment**

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendix 1.
4. The total compensation for services under Paragraph C2.01 is estimated to be \$55,700.00 based on the following estimated distribution of compensation:

a. Preliminary and Final Design Phase

Sewer	\$ 5,000.00
Water	\$ 4,000.00
Streets	<u>\$18,200.00</u>
Sub-Total	\$27,200.00

b. Construction Phase

Sewer	\$ 6,000.00
Water	\$ 5,000.00
Streets	<u>\$17,500.00</u>
Sub-Total	\$28,500.00

TOTAL \$55,700.00

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.4 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of March 1) to reflect equitable changes in the compensation payable to Engineer.

**C2.02 Compensation For Reimbursable Expenses**

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.00.

**C2.03 Other Provisions Concerning Payment**

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.00.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.



This is Appendix 1 to EXHIBIT C, consisting of 1 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated December 1, 2014.

**GARDEN & ASSOCIATES, LTD.  
2014 RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 127.00
Project Manager	\$ 120.00
Engineer 1	\$ 111.00
Engineer 2	\$ 106.00
Engineer 3	\$ 94.00
Engineer 4	\$ 92.00
Engineer 5	\$ 80.00
Surveyor 1	\$ 102.00
Surveyor 2	\$ 99.00
Surveyor 3	\$ 83.00
Technician 1	\$ 86.00
Technician 2	\$ 78.00
Technician 3	\$ 74.00
Technician 4	\$ 71.00
Technician 5	\$ 63.00
Technician 6	\$ 49.00
 <u>REIMBURSABLE EXPENSES</u>	
Mileage, Per Mile	\$ 0.56
Printing, Per Square Foot	\$ 0.25
Printing - Color, Per Square Foot	\$ 2.00
Copying, Per Sheet	\$ 0.25
Copying - Color, Per Sheet	\$ 1.50
GPS Survey Equipment, Per Hour	\$ 45.00
Robotic Total Station Equipment, Per Hour	\$ 45.00
ATV GPS Mapping, Per Hour	\$ 120.00
 <u>OTHER REIMBURSABLE EXPENSES</u>	
1	Charges for outside services such as soils and materials testing, fiscal, and legal will be billed at their invoice cost.
2	All other direct expenses will be invoiced at cost.

**ADJUSTMENTS TO FEE SCHEDULE**

- 1 Rate Schedule effective March 1, 2014 through February 28, 2015. The Rate Schedule shall be subject to change each March 1st of each year.



This is EXHIBIT D, consisting of 5 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated December 1, 2014.

## Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

### ARTICLE 1 - SERVICES OF ENGINEER

#### D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

Exhibit D - Resident Project Representative.

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and American Society of Civil Engineers. All rights reserved.

3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. **Safety Compliance:** Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. **Liaison:**
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. **Clarifications and Interpretations:** Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. **Shop Drawings and Samples:**
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. **Proposed Modifications:** Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. **Review of Work; Defective Work:**

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

**10. *Inspections, Tests, and System Start-ups:***

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

**11. *Records:***

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities,

decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

**12. Reports:**

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

**13. Payment Requests:** Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

**14. Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

**15. Completion:**

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
  - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
  - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
  2. Exceed limitations of Engineer's authority as set forth in this Agreement.
  3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
  4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
  5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

Authorize Owner to occupy the Project in whole or in part.



This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **December 1, 2014**.

## **Insurance**

---

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

### **G6.05 Insurance**

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Bodily injury, each accident: \$ 100,000
  - 2) Bodily injury by disease, each employee: \$ 100,000
  - 3) Bodily injury/disease, aggregate: \$ 500,000
- c. General Liability --
  - 1) Each Occurrence (Bodily Injury and Property Damage): \$ 500,000
  - 2) General Aggregate: \$1,000,000
- d. Excess or Umbrella Liability --
  - 1) Per Occurrence: \$2,000,000
  - 2) General Aggregate: \$2,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): \$ 500,000
- f. Professional Liability --
  - 1) Each Claim Made \$2,000,000
  - 2) Annual Aggregate \$2,000,000
- g. Other (specify): N/A

2. By Owner:

- a. Workers' Compensation: - Statutory
- b. Employer's Liability --

---

**Exhibit G – Insurance.**

- 1) Bodily injury, Each Accident \$1,000,000
- 2) Bodily injury by Disease, Each Employee \$1,000,000
- 3) Bodily injury/Disease, Aggregate \$1,000,000

c. General Liability --

- 1) General Aggregate: No Aggregate
- 2) Each Occurrence (Bodily Injury and Property Damage): \$ 500,000

d. Excess Umbrella Liability

- 1) Per Occurrence: \$2,000,000
- 2) General Aggregate: \$2,000,000

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage): \$ 500,000

f. Other (specify): N/A

~~B. Additional Insureds:~~

~~1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

- a. \_\_\_\_\_  
Engineer
- b. \_\_\_\_\_  
Engineer's Consultant
- c. \_\_\_\_\_  
Engineer's Consultant
- d. \_\_\_\_\_  
{other}

~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~

~~3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.~~

Exhibit G -- Insurance.

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **December 1, 2014**.

## **Dispute Resolution**

---

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

### **H6.08 Dispute Resolution**

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by mediator agreed upon by both Parties to this Agreement. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

---

**Exhibit H - Dispute Resolution.**

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**Page 1**



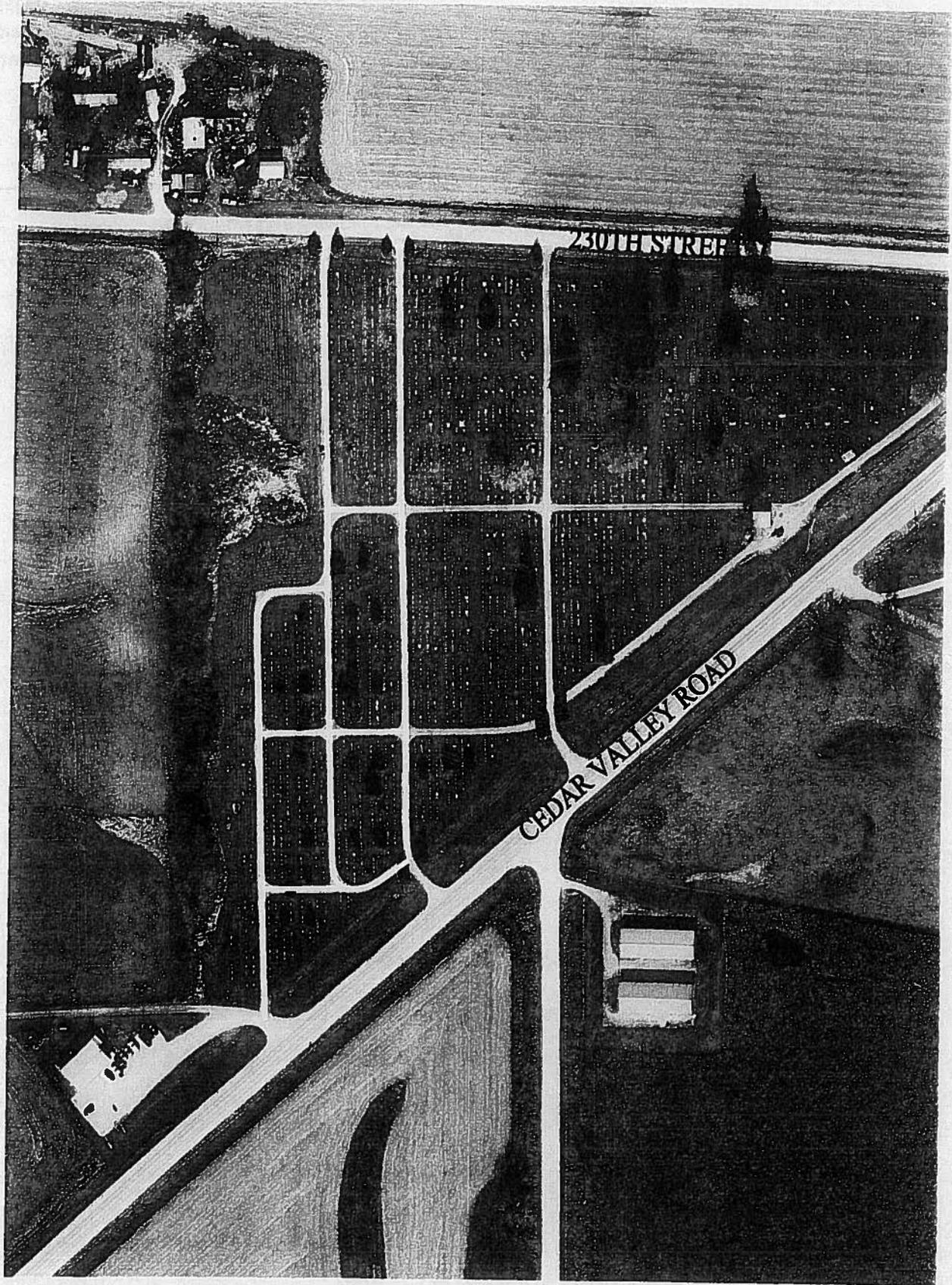
This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated December 1, 2014.

### **Special Provisions**

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Exhibits A and B of the Agreement are amended to include the following agreement of the parties:

1. Section A1.01 Report and Study Phase is deleted in its entirety from this Agreement.

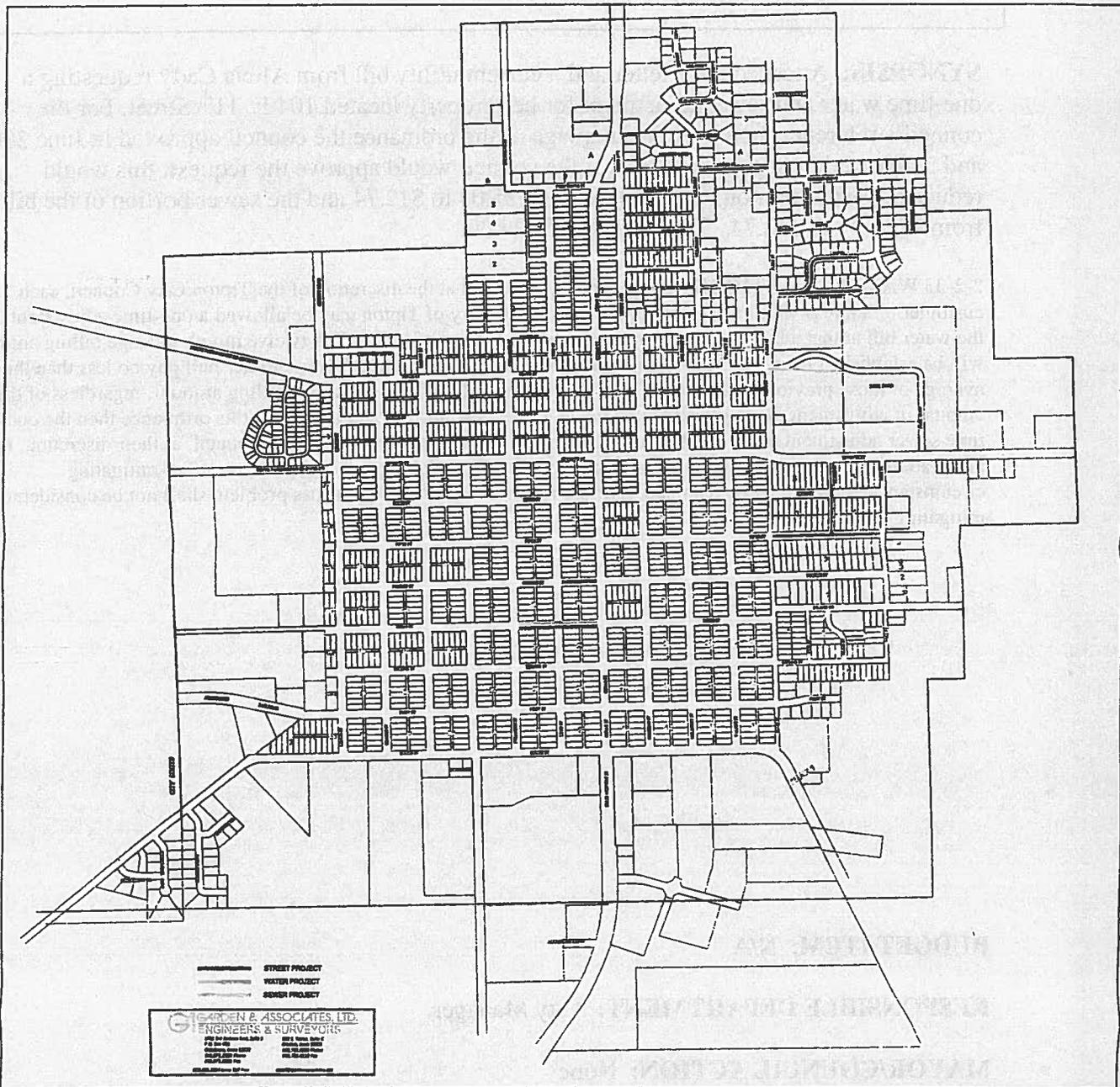


TIPTON - CEMETERY DRIVE SURFACING

DATE: December 1, 2014

AGENDA ITEM: Water and Sewer Engineering

ACTION: Motion



**AGENDA ITEM # L - 3**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

**DATE:** December 1, 2014  
**AGENDA ITEM:** Water and Sewer Exemption  
**ACTION:** Motion

**SYNOPSIS:** Attached are a letter and a current utility bill from Alicia Cady requesting a one-time water and sewer adjustment for her property located 104 E. 11<sup>th</sup> Street. For the council's reference, below is the language of the ordinance the council approved in June 2009 and reaffirmed in September 2013. If the council would approve the request, this would reduce the water portion of the bill from \$225.04 to \$12.74 and the sewer portion of the bill from \$225.04 to \$12.74. Total credit is \$424.60.

**2-2-33 WATER ADJUSTMENT.** Upon application to and at the discretion of the Tipton City Council, each customer or address within the Corporate Limits of the City of Tipton may be allowed a one-time adjustment on the water bill at that address or meter with an adjustment cap of \$250.00. A twelve month average billing amount will be established from the twelve immediate previous billing cycles. The customer will pay no less than the average of those previous twelve months. Tax will be paid on the original full billing amount, regardless of the amount of adjustment. If an adjustment is made to the customer's water bill under this ordinance then the one-time sewer adjustment under 2-4-9 must also be used at the same time. The City Council, at their discretion, may allow additional exemptions to an address or resident due to a change in occupancy or other mitigating circumstance approved by the Council. Failure to correct and/fix a water loss problem shall not be considered a mitigating circumstance.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Manager

**MAYOR/COUNCIL ACTION:** None

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/25/14

11-21-14

To: The City of Tipton

I am writing in a request for the one time water and sewer exemption. On the very day Melissa called to inform me my reading was HIGH, I called Maher Plumbing immediately and he fixed the issue that afternoon.

Thank you so much for your consideration of my request!

-Alicia Cady



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

<b>Account Number</b>	<b>Amount Due</b>
11-0280-02	\$582.09
<b>Due Date</b>	<b>After Due Date Pay</b>
12/10/2014	PAID BY DRAFT
<b>Service Address</b>	
104 EAST 11TH ST	

There will be a \$20.00 charge on all returned checks.  
Please return this portion with your payment.  
When paying in person, please bring both portions of this bill.

ALICIA CADY  
104 EAST 11TH ST  
TIPTON IA 52772

CRRT US

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



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

**CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS**

Name		Service Address			Account Number	
ALICIA CADY		104 EAST 11TH ST			11-0280-02	
Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
ACTIVE	09/26/2014	10/28/2014	32	11/19/2014	12/11/2014	12/10/2014

PREVIOUS BALANCE 153.68  
PAYMENTS 153.68

CURRENT		PREVIOUS	
DATE	READING	DATE	READING
10/28/2014	83376	09/26/2014	82945
10/28/2014	6030	09/26/2014	5447
10/28/2014	9858	09/26/2014	9847

USAGE	DESCRIPTION	AMOUNT
	<b>CURRENT BALANCE</b>	<b>\$0.00</b>
431	RESIDENTIAL ELECTR	43.68
	ENERGY ADJ 0.0173	7.47
5830	RESIDENTIAL WATER <b>12.74</b>	<del>225.04</del>
11	RESIDENTIAL GAS	2.09
	GAS COST 0.6500	7.15
5830	RESIDENTIAL SEWER <b>12.74</b>	<del>225.04</del>
	R - GARBAGE 64 GAL	17.25
	R-EL BASIC CHARGE	6.00
	R-WTR BASIC CHARGE	13.00
	R-SWR BASIC CHARGE	13.00
	R-GAS BASIC CHARGE	5.00
	SALES TAX	17.37

ELEC USAGE - PREV YEAR : 276  
WATER USAGE - PREV YEAR : 290  
GAS USAGE - PREV YEAR : 14

CURRENT BILL \$157.49 ~~\$582.09~~

AMOUNT DUE \$582.09

\* DO NOT PAY - PAID BY DRAFT\*

FRIDAY NOV. 28TH GARBAGE WILL MOVE TO WEDNESDAY NOV. 26TH  
IN OBERVANCE OF THANKSGIVING.



Account Number - 11-0280-02 CADY, ALICIA Service Address: 104 EAST 11TH ST

Service: 300 WA RESIDENTIAL WATER Meter: 55390900

Month	Date	Read		Total	Demand		Reading		Occupant
		Previous	Current	Consumption	Read	Consumption	Flag	Source	
Year : 2014 Total 11									
Nov	10/28/2014	5447	6030	5830			Regular	Hand Held	02
Oct	09/26/2014	5415	5447	320			Regular	Hand Held	02
Sep	08/27/2014	5381	5415	340			Regular	Hand Held	02
Aug	07/27/2014	5299	5381	820			Regular	Hand Held	02
Jul	06/27/2014	5235	5299	640			Regular	Hand Held	02
Jun	05/28/2014	5210	5235	250			Regular	Hand Held	02
May	04/27/2014	5203	5210	70			Regular	Hand Held	02
Apr	03/28/2014	5190	5203	130			Regular	Hand Held	02
Mar	02/26/2014	5174	5190	160			Regular	Hand Held	02
Feb	01/26/2014	5152	5174	220			Regular	Hand Held	02
Jan	12/27/2013	5149	5152	30			Regular	Hand Held	02
Year : 2013 Total 2									
Dec	11/27/2013	5146	5149	30			Regular	Hand Held	02
Nov	10/27/2013	5144	5146	20			Regular	Hand Held	02
				Avg 682					

**AGENDA ITEM # L - 4**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	December 1, 2014
<b>AGENDA ITEM:</b>	Request for Bidders
<b>ACTION:</b>	Motion

**SYNOPSIS:** Staff would ask that this item remain tabled.

*(no discussion items (no action))*

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Manager

**MAYOR/COUNCIL ACTION:** None

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/25/14

MEMORANDUM FOR THE BOARD  
CITY OF CHICAGO

DATE:	December 1, 2014
MEMORANDUM FOR:	Request for Bid
TO:	City of Chicago

MEMORANDUM FOR THE BOARD

## N. Discussion Items (No Action)

MEMORANDUM FOR THE BOARD

MEMORANDUM FOR THE BOARD

MEMORANDUM FOR THE BOARD

MEMORANDUM FOR THE BOARD

DATE PREPARED: 11/24/14

MEMORANDUM FOR THE BOARD

**AGENDA ITEM # N - 1**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	December 1, 2014
<b>AGENDA ITEM:</b>	FY 2014-2015 Budget Parameters
<b>ACTION:</b>	Motion

**SYNOPSIS:** I want to use this opportunity to discuss some of the budget parameters for the FY 2015-2016 budget. I would also like to run through the information that was provided to Lorna and I by the Iowa League of Cities.

**BUDGET ITEM:** N/A

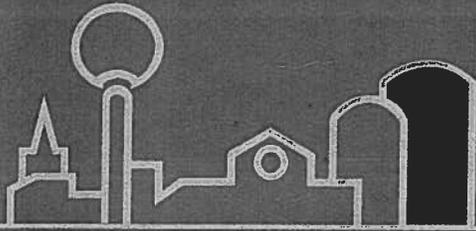
**RESPONSIBLE DEPARTMENT:** City Manager

**MAYOR/COUNCIL ACTION:** None

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nobsch

**DATE PREPARED:** 11/25/14



Iowa League of Cities

# Special Report

## Budget Special Report for Fiscal Years (FY) 2015-16

**Reminder:** All city budgets must be completed using the file provided by the Iowa Department of Management (IDOM) and submitted electronically as prescribed by IDOM. The budget form must also be filed with the county auditor. Forms can be found at [www.dom.state.ia.us/local/city/index.html](http://www.dom.state.ia.us/local/city/index.html).

500 SW 7th Street, Suite 101  
 Des Moines, IA 50309  
 Phone (515) 244-7282  
 Fax (978) 367-9733  
[www.iowaleague.org](http://www.iowaleague.org)



Maintaining a fiscally sound budget while providing important municipal services is one of the most important duties for all city governments. Accomplishing this will only become more challenging as reforms to Iowa's property tax system continue to take effect.

Information in this special report touches on the key issues needed to prepare your city budget and serves as a starting point for the upcoming budget process. It is also important to note that several topics covered in this report are not only important to the city budget process, but are also likely to be major issues during the 2015 Iowa legislative session.

Many of the numbers used in this report are projections only and may be subject to change based on actions by the legislature and the Governor. If the League becomes aware of changes to the numbers in this report, the information will be posted at [www.iowaleague.org](http://www.iowaleague.org).

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• The IPERS regular contribution rates for FY 2016 will remain the same with a 5.95 percent contribution rate for employees and 8.93 percent contribution rate for the employer. The total contribution rate for protection class members dropped by .5 percent.	
• The cost of many raw materials, goods and services is trending slightly upward. The Consumer Price Index for All Urban Consumers (CPI-U) was 1.7 percent higher in September 2014 than in September 2013.	
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## Revenues

**Assessment Limitation Order – Rollback and Major Changes to Iowa’s Property Tax System**  
The January 1, 2014 property valuation serves as the basis for calculating property taxes in fiscal year (FY) 2016.

Since 1978, residential and agricultural property has been subject to an assessment limitation order, or “rollback”, that limits annual growth of property values (all other classes of property were eventually added). Prior to the 2013 overhaul of the property tax system, property value growth was limited to 4 percent per year for agricultural, commercial, industrial and residential properties. If property values grew by more than 4 percent, the taxable value was rolled back to comply with the assessment limitation system.

In addition, the rollback included a formula that tied the growth of residential property to that of agricultural property. This connection is commonly referred to as “coupling” and limited the valuation of either property class to the smaller of the two. Since the law’s inception, residential property has always been subject to significant rollbacks while the other property classes did not grow as much and were usually taxed at or near their full assessed value.

While the property tax rollback system remains in place, several major changes were made during the 2013 legislative session. For each assessment year beginning in 2013, residential and agricultural property value growth will now be capped at 3 percent, or whichever is lowest between the two classes (the coupling provision remains).

Commercial, industrial and railroad property will now have their own rollback, which will be 95 percent for valuations established during the 2013 assessment year (affecting FY 2015) and 90 percent for the 2014 assessment year and thereafter. The rollback percentage for these properties will remain fixed at 90 percent regardless of how fast or slow valuations grow.

The legislature created a standing appropriation, beginning in FY 2015, to reimburse local governments for the property tax reductions resulting from the new rollback for commercial and industrial property (railroad not included). The “backfill” was funded at 100 percent by the legislature for FY 2015, and cities will receive the funds in a similar manner as property tax revenue. Future backfill appropriations will be capped at the FY 2017 level. The first payment for the new backfill should have been received with the October 2014 tax receipt. These funds should be recorded as intergovernmental revenue from the state. For those using the standard Chart of Accounts the account number will be 4464: Commercial/Industrial Replacement Claim Payments.

A new property class was established for multi-residential property, which takes effect in FY 2017 and will likely have long-term impacts for many cities around the state. The definition of multi-residential property is broad and includes:

- Mobile home parks
- Manufactured home communities
- Land-leased communities
- Assisted living facilities
- Property primarily used or intended for human habitation containing three or more separate living quarters
- For buildings that are not otherwise classified as residential property, that portion of a building that is used or intended for human habitation can be classified as a multi-residential property, even if human habitation is not the primary use of the building and regardless of the number of dwelling units located in the building\*

\* *At the time of this writing, the Iowa Department of Revenue (IDR) is considering the adoption of an administrative rule that would require assessors to determine the primary use of such property and classify it as either fully multi-residential or as dual classification (mix of multi-residential, commercial and/or industrial)*

Excluded properties include, hotels, motels and other buildings where rooms or dwelling units are typically rented for less than one month. Multi-residential properties will be subject to a separate rollback schedule for eight years, as shown in the table below, before reaching the residential rollback percentage. As opposed to the new rollback for commercial and industrial properties where cities will receive backfill funding from the state for property tax revenue reductions, there will be no backfill for the multi-residential property rollback.

Fiscal Year	Rollback Percentage
FY 2017	86.25%
FY 2018	82.50%
FY 2019	78.75%
FY 2020	75%
FY 2021	71.25%
FY 2022	67.50%
FY 2023	63.75%
FY 2024 (and beyond)	Equal to residential

A new exemption for telecommunications companies was created that is based on “the actual value that is used by the companies in the transaction of telegraph and telephone business.” The actual value for telecommunication companies focuses primarily on the lines used to operate telegraph and telephone services. Once the properties have been assessed, they will receive partial property tax exemptions based on their total value as detailed below:

- 40 percent of the actual value of the property that exceeds \$0 but does not exceed \$20 million.
- 35 percent of the actual value of the property that exceeds \$20 million but does not exceed \$55 million.
- 25 percent of the actual value of the property that exceeds \$55 million but does not exceed \$500 million.
- 20 percent of the actual value of the property that exceeds \$500 million.

Property Class	FY 2016	FY 2015	FY 2014	FY 2013
Agricultural	44.7021%	43.3997%	59.9334%	57.5411%
Commercial	90%	95%	100%	100%
Industrial	90%	95%	100%	100%
Railroad	90%	95%	100%	100%
Residential	55.7335%	54.4002%	52.8166%	50.7518%
Multi-Residential	*Begins FY 2017			

Other changes included a new business property tax credit funded by the state that can be claimed by commercial, industrial and railroad property owners; the creation of the Iowa Taxpayers Trust Fund, which makes individuals who file a tax return eligible for a tax credit; an extension of the Property Assessment Appeal Board to 2018; and an increase of the Earned Income Tax Credit from 7 to 14 percent.

With the sweeping changes to the property tax system, it may be difficult for cities to accurately forecast how their budget will be affected. The League will continue to study the impact of these changes and provide additional resources for cities to use, including the Property Tax Model which allows cities to enter in their own property tax valuations and see how their budget is affected. Please visit [www.iowaleague.org](http://www.iowaleague.org) to use the model and view other property tax resources.

**Property Tax Levies**

Cities may levy up to \$8.10 per \$1,000 of taxable value on residential, commercial and industrial property and up to \$3.00375 per \$1,000 on the taxable value of agricultural property for their general fund (*Code of Iowa* Section 384.1). If a city is unable to meet the essential costs for services within the \$8.10/\$1,000 levy limit, there are several other levies available.

- A city may levy for the city's contribution under the Federal Insurance Contributions Act (FICA), the Iowa Public Employees' Retirement System (IPERS), the Municipal Fire and Police Retirement System of Iowa (MFPRSI) and certain other employee benefits. On the state budget forms, these are shown in the special revenues fund column of the Revenues Detail (Form 631B). The expense would be shown on the Expenditures Schedule (Form 631A) under the appropriate activity in the special revenues fund (column D). Alternatively, the city may need to transfer the benefits into the general fund where the expenses are recorded.
- Insurance premiums, including workers' compensation, necessary for the operation of the city and the costs of self-insurance or risk pools may also be levied outside the \$8.10/\$1,000 limit. The levy rate is the actual cost of the premiums divided by the total property tax base. Insurance costs on projects or improvements covered by revenue bonds and insurance on proprietary fund activities may not be levied, as these activities should fund themselves. These revenues are typically credited to the general fund even though they are restricted.
- An emergency levy rate of up to \$0.27/\$1,000 of taxable valuation that can be used for any governmental purpose (*Code* Section 384.8). This is a special revenue that must be transferred to the general fund for expenditure prior to the end of the fiscal year.
- A city may levy to cover principal and interest payments on general obligation bonds under debt service. Provided proper procedures were followed on lease-purchase or loan agreements, the annual principal and interest payments may also be levied under debt service. The debt service levy is the dollars needed to cover the annual debt obligations divided by the total property tax base.

Section 384.12 lists several other levies available to a city for specific purposes, some requiring a referendum. Non-voted levy activities include funding for the operation and maintenance of a publicly owned transit system; liability, property and self-insurance costs; a joint county-city building lease and rent; support of a local emergency management commission; and operation and maintenance of a city-owned civic center. Activities requiring a voted levy include funding for instrumental or vocal music groups, memorial buildings, symphony orchestras, cultural and scientific facilities, aid to public transportation companies, library services and emergency medical districts.

#### **Employee Benefits Levy**

Cities may levy for the city's contribution to certain employee benefits. The definition of employee benefits includes:

- Retiree hospital/medical/prescription benefits pursuant to *Code of Iowa* Section 364.25
- Workers' compensation cost or insurance premiums
- Employer's share of employee benefit plan costs for employees and their dependents which would include only:
  - Hospital/medical/prescription benefits
  - Dental benefits
  - Disability insurance benefits
  - Life insurance benefits
  - Long-term care insurance benefits
  - Vision benefits
- Deferred compensation programs for city managers, fire chiefs and police chiefs who do not participate in either IPERS or MFPRSI
- Employee wellness programs that are a part of or included in a document approved by the city council
- Employee assistance programs providing free counseling for employees and their dependents
- Occupational Safety and Health Administration (OSHA) required tests
- Regularly-scheduled, city-required post-employment physicals for employees, police reserves and volunteer firefighters

**Utility Replacement Tax**

The Utility Replacement Excise Tax is collected on the generation, distribution and delivery of electricity and natural gas. This tax replaced the taxation on utility property in 1999. Cities are required to calculate their property tax revenues with and without utility property valuations. The difference that is calculated is necessary to establish the General Property Tax Equivalents, the basis for determining the distribution of the excise tax. The IDR calculates the amount of revenue that a city will receive and includes this information with the budget packet cities receive from the Iowa Department of Management (IDOM).

**Franchise Fee Legislation**

In 2009, the state legislature passed a bill that legalized the collection of gas and electric franchise fees not to exceed 5 percent of the franchisee’s gross revenues “without regard to the city’s cost of inspecting, supervising and otherwise regulating the franchise.” Revenue from franchise fees can only be used for certain purposes outlined in the bill, but does include such items as public improvements, property tax relief, public safety, energy conservation and economic development activities.

■ For more information, please read the League’s special report on franchise fees at [www.iowaleague.org](http://www.iowaleague.org).

IDOT RUTF Per Capita Forecast (includes Time-21)	
Fiscal Year	Current IDOT Per Capita Forecast
FY 2015	\$98.50
FY 2016	\$99.50
FY 2017	\$100.00
FY 2018	\$100.50
FY 2019	\$102.00

**Road Use Tax Fund**

The Road Use Tax Fund (RUTF) is accumulated through motor vehicle registration fees, motor vehicle fuel taxes, an excise tax imposed on the rental of automobiles and a use tax on trailers. Economic instability and fluctuating fuel costs can result in immediate changes in the fund.

Cities are reminded that the Iowa Department of Transportation (IDOT) issues per capita forecasts only. Cities are only entitled to receive their share of the amount actually collected. The

estimates are subject to dramatic changes and cities should consider using a conservative estimate.

Also, the estimates are based on current law regarding specific revenue to and disbursement from the RUTF. Any change in the law could change the per capita amount to be distributed to cities.

**Transfer of Road Jurisdiction: Cities Under 500**

In 2004, counties in Iowa assumed responsibility for maintenance of Farm-to-Market (FM) roads in cities with a population less than 500. A transfer of RUTF money based on the total length of the FM roads in each of these cities was also transferred to the respective county. Many cities have entered into 28E agreements with the county to return a portion or all of the responsibility for the road back to the city, along with a corresponding amount of RUTF funds. The State Auditor’s Office has stated that funds transferred back to the city from the county are still restricted in the same manner as all Road Use Tax revenue, because road use tax funds are restricted to be spent for roads by Article VII (8), Iowa Constitution. As such, the revenue received under the 28E agreement should be recorded in the city’s Special Revenue Fund as:

- Intergovernmental
- Local grants and Reimbursements

This revenue should not be recorded as road use tax revenue by the city since it is already recorded as road use tax revenue when received by the county. The money must also be spent in accordance with the *Code of Iowa* Chapter 312 and any terms and conditions of the 28E agreement.

■ *FY 2015 FM RUTF estimates are available online at [www.iowaleague.org](http://www.iowaleague.org).*

### **Local Option Sales Tax**

Cities in Iowa are allowed to establish a Local Option Sales Tax (LOST) upon approval by its citizens. Rates are limited to 1 percent and cities must specify on the ballot the purposes of the revenue, including any that will be used for property tax relief.

The IDR is required to send an estimate of the monthly tax revenues each city will receive for the year by August 15 of each fiscal year. Ninety-five percent of estimated tax receipts are paid to the city monthly. A final payment of any remaining tax due to a city for the fiscal year will be made before the due date of the first payment of the next fiscal year. If an overpayment to a city exists for a previous fiscal year, the first and/or second payment of the subsequent fiscal year will be adjusted to deduct the overpayment.

The FY 2015 statewide LOST estimate is \$298,538,961, an increase from the FY 2014 estimate of \$288,327,304. The IDR has several helpful files regarding LOST, including a history of revenues for each city, monthly estimates, and a tool that shows how distributions would be impacted by a city approving or rescinding a LOST. Those files can be accessed at [tax.iowa.gov/local-option-tax-information-local-government](http://tax.iowa.gov/local-option-tax-information-local-government).

■ *More detailed information may be obtained by contacting the IDR at (800) 367-3388 or [tax.iowa.gov](http://tax.iowa.gov).*

### **Hotel/Motel Tax**

A city may impose a hotel/motel tax at a rate not to exceed 7 percent after successful approval of a simple majority vote within the city. State law requires that 50 percent of such revenues are used for acquiring, improving, operating or improving recreational, cultural or entertainment facilities. The remaining revenues may be spent on any other lawful purpose.

■ *The IDR has additional information, including files showing rates and quarterly payment distributions, at [tax.iowa.gov/iowa-hotel-motel-tax](http://tax.iowa.gov/iowa-hotel-motel-tax).*

### **Enrich Iowa Funds for Libraries**

The Enrich Iowa Program includes Direct State Aid, Open Access and Interlibrary Loan.

- Direct State Aid is a direct payment to public libraries and is intended to be used to improve and enhance library services.
- Open Access provides a partial reimbursement to participating libraries to make it possible for patrons to check out materials at other participating libraries.
- Interlibrary Loan provides partial reimbursement for interlibrary loans among all types of libraries.

■ *Additional information on these programs is available at the State Library of Iowa Web site, [www.statelibraryofiowa.org/ld/e/enrich-ia](http://www.statelibraryofiowa.org/ld/e/enrich-ia).*

### **Fuel Tax Refunds**

Cities are eligible for refunds from both federal and state governments for taxes paid on gasoline. In most cases, cities must pay the fuel taxes at the pump and then file for a refund with the state and federal governments. Cities on a modified accrual accounting basis should not consider payment of the tax as an expenditure nor should they consider the refund as revenue. However, cities on a cash accounting basis should charge the tax as an expense and receipt the refund as revenue. In order to receive a refund from the state, the city must:

- 1) Have a refund number
- 2) Keep a record of gallons purchased (cities are not required to send the actual invoices with the refund request)
- 3) Apply for the refund within one year of purchase

Cities may apply for a refund number and obtain forms necessary for filing the refund by contacting the IDR at (800) 367-3388 or download the forms by visiting [tax.iowa.gov/motor-fuel-booklet.html](http://tax.iowa.gov/motor-fuel-booklet.html). Cities may also file for a refund by telephone and request direct deposit of their refunds.

If your city is entitled to a federal refund of \$750 or more per quarter for tax paid on gasoline purchases, you may file quarterly for a refund. If the refund is less than \$750 per quarter, you must file annually. To receive the refund on the gas tax, a refund request must be filed on Internal Revenue Service (IRS) Form 8849. See IRS Publication 510 Fuel Tax Credits and Refunds for further information.

■ *You may request IRS forms by calling (877) 829-4933 or download the forms at [www.irs.gov/Forms-&Pubs](http://www.irs.gov/Forms-&Pubs).*

## **Expenditures**

### **U.S. Consumer Price Index**

The U.S. Consumer Price Index (CPI) is a measure of the changes in retail prices of a fixed market grouping of consumer goods and services. The CPI for all urban consumers (not seasonally adjusted) for September 2014 is 1.7 percent higher than it was in September 2013. The CPI-U is based on the major expenditure categories of food and beverages, housing, clothing, transportation and energy, medical care, recreation, education and communication as well as other goods and services.

The Midwest Region CPI had a similar increase as the national index, rising 1.6 percent from September 2013 to September 2014.

■ *The most recent CPI figures and more information can be obtained by visiting [www.bls.gov/cpi/](http://www.bls.gov/cpi/).*

### **FICA Deductions**

The city (employer) and the employee each contribute 7.65 percent of wages for Social Security and Medicare. The maximum taxable earnings subject to the Social Security portion (6.2 percent) of the Federal Insurance Contributions Act (FICA) is \$117,000 this year and is projected to be \$118,500 in 2015. There is no limit on the salary covered for the Medicare portion (1.45 percent) of FICA. Please note that rates may change during the fiscal year. Questions on FICA may be directed to the Des Moines office of the Social Security Administration (SSA) at (800) 772-1213.

■ *You can also visit the SSA Web site at [www.ssa.gov](http://www.ssa.gov) for questions, publications and other information.*

IPERS Contribution Rates Regular Class Members			
Regular Class Members	July 1, 2013	July 1, 2014	July 1, 2015
Employee Rate	5.95%	5.95%	5.95%
Employer Rate	8.93%	8.93%	8.93%
Combined Rate	14.88%	14.88%	14.88%

IPERS Contribution Rates Protection Class Members			
Protection Class Members	July 1, 2013	July, 2014	July 1, 2015
Employee Rate	6.76%	6.76%	6.56%
Employer Rate	10.14%	10.14%	9.84%
Combined Rate	16.90%	16.90%	16.40%

**Iowa Public Employees' Retirement System (IPERS)**

IPERS contribution rates have largely held steady the past couple of years after significant increases were previously necessary to keep the system fully funded as market instability led to investment losses several years ago. In addition, important changes for current and newly vested members were made in 2010 to help protect and grow the fund in the future. City officials are also encouraged to consult with an IPERS representative should they have any questions about their retirement account.

Employer and employee contribution rates are posted to the IPERS Web site at [www.ipers.org/contributionrates.html](http://www.ipers.org/contributionrates.html).

**Important Note: All part-time elected officials must be covered by IPERS unless they specifically opt out of coverage. All employers will be audited on a regular cycle, based on the number of employees.**

Questions may be directed to the IPERS office at (800) 622-3849 or visit their Web site at [www.ipers.org](http://www.ipers.org) for more information.

MFPRSI Contribution Rates		
MFPRSI City Contribution Rates	July 1, 2014	July 1, 2015
Employee Rate	9.40%	9.40%
Employer Rate	30.41%	27.77%
Combined Rate	39.81%	37.17%

**Municipal Fire and Police Retirement System of Iowa (MFPRSI)**

The MFPRSI contribution rate formula is established in Code of Iowa Chapter 411 and currently sets the employee rate at a fixed 9.40 percent. Each year, the MFPRSI Board of Trustees sets the employer rate after the completion of an annual actuarial valuation. The city's contribution rate, effective July 1, 2015, will be 27.77 per-

cent, a slight decrease from the current rate. Recent actuarial projections show that future employer contribution rates could decline slightly.

**Mileage**

Cities may reimburse city officials and employees using their own vehicles up to the amount allowable under IRS rules. While cities are not required to use the IRS rate, any changes made in the city reimbursement rate should be done by resolution. The current IRS rate of 56 cents per mile is valid until December 31, 2014. Rates for 2015 have not yet been determined and will be available at [www.irs.gov](http://www.irs.gov) in December.

**Minimum Wage Rate**

Both the state and federal minimum wage have remained the same for several years. The state hourly wage is \$7.25 and the hourly wage for youth employees working less than 90 days is \$6.35 (the lower rate only applies to employees under the age of 20). The federal minimum wage is also \$7.25 per hour. As a reminder, if there is a disparity between the federal and state minimum wage rate, employers are required to pay the higher of the two.

### **Unemployment Compensation**

Most cities are reimbursable for unemployment compensation upon application, unless they elect to be contributory by completing an additional form stating such. Cities must reimburse the state for actual unemployment benefits paid out by Iowa Workforce Development (IWD) within 30 days following the billing for any quarter in which the state has made payments to the city's former employees. If a city anticipates the possibility of layoffs during a fiscal year, they may want to budget for the expense of reimbursing unemployment benefits.

Contributory tax rates are based on the extent that tax payments made by the city are in excess of benefits paid out by IWD, and this reserve balance is then divided by the average taxable payroll. The tax due is found by taking the percentage calculated for the city multiplied by the first \$26,800 of each employee's gross salary. IWD will mail tax rate notices giving the percentage for each city in November. The city has 30 days from the Rate Notice Date on the form to appeal their contribution rate.

All cities have the option to change their status to contributory or reimbursable. Cities can change their status by December 1 for the next calendar year by contacting IWD for the appropriate forms in advance of the deadline. However, if a city opts to switch from contributory to reimbursable, it is required to pay to IWD any deficit that may be due to claims against its current account in excess of contributions.

■ *Information regarding IWD can be found at [www.iowaworkforce.org](http://www.iowaworkforce.org).*

### **Workers' Compensation Insurance**

Premium for workers' compensation coverage can be estimated using the audited payroll from the previous year with adjustments for cost of living and other increases, taking into consideration anticipated changes in personnel and/or operations. Once payroll has been adjusted for each class code, apply the rate for each code per \$100 of payroll. The city should check with its agent to see if any rate changes will go into effect prior to its renewal.

### **General Liability and Property Insurance**

Liability coverage contribution is based on several factors such as number of employees, number and types of automobiles and expenditures. However, the easiest way to project cost of liability coverage is to apply the current inflation factor. Premium for liability coverage is based on the number of employees and a 5 percent increase to the entity's total budget. Rating for property and auto physical damage coverage is based solely on the total insured value (TIV) of the schedule. A simple way to project cost is to calculate the TIV of the previous year, divide it into last year's contribution and apply the factor to this year's TIV.

## Legislation

When re-estimating revenues and expenditures for FY 2015 and budgeting for FY 2016, cities should keep in mind recent legislative actions that may have a significant fiscal impact on the city. Full coverage of the laws passed by the 2014 General Assembly is included in the *New Laws of Interest to Iowa Cities* report, which can be found on the League Web site at [www.iowaleague.org](http://www.iowaleague.org).

### **HF 2448 – High Quality Jobs Program Creation**

Creates the High Quality Jobs and Workforce Housing Tax Credit Programs while phasing out the Enterprise Zones program. Amends Multiple Sections.

### **HF 2453 – Changes to Historic Preservation Tax Credit Program**

Eliminates the lottery-based reservation system to create a more predictable application process, transitions from a three-year reservation system to a “use when ready” system and retools the review process. Amends Sections 16.188 and 404A.2-6.

### **HF 2460 – High Quality Jobs Program Appropriation**

The appropriations bill for the Iowa Economic Development Authority gives \$16.9 million for assistance under the newly created High Quality Jobs program that was passed with HF 2448. Also, up to \$1 million of this can be used for infrastructure grants to Main Street Communities under the Main Street Iowa program.

### **HF 2466 – HUD Housing Property Class Election**

Allows the owner of Housing and Urban Development (HUD) Section 42 Housing to make a one-time, irrevocable election to be included within the new multi-residential class created by the 2013 property tax bill. Amends Sections 426C.4 and 441.21.

### **SF 2339 – Abandoned School Building Redevelopment**

Changes the redevelopment tax credit program by allowing the credits to be used for abandoned public buildings and making them refundable for nonprofit entities. Amends Sections 15.291, 15.293A, 15.293B and 15.294.

### **SF 2349 – Rebuild Iowa Infrastructure Fund**

- Appropriates \$1 million in FY 2014-2015 for the Iowa Great Places Fund program projects that meet the definition of “vertical infrastructure” in Section 8.57.
- Appropriates \$9.6 million for implementation of lake projects that have established watershed improvement initiatives and community support in accordance with the department’s annual lake restoration plan and report.
- Appropriates \$2 million for the administration of water trails and low head dam public hazard statewide plan.
- \$6 million for acquisition, construction and improving recreational trails with \$1 million earmarked for trail bridges that have documented historical or architectural significance.
- \$400,000 for implementation of statewide mass notification and emergency messaging system.
- Creates mass notification and messaging system to be operated by the Department of Homeland Security.

### **HF 2458 – Agriculture and Natural Resources Budget**

- Appropriates \$16 million out of the Environment First Fund for the Resources Enhancement and Protection (REAP) fund and program.
- \$1,325,000 for research at the Iowa Nutrient Research Center on research related to the Iowa Nutrient Reduction Strategy.

- \$200,000 for the Keep Iowa Beautiful Initiative to assist communities in developing and implementing beautification and community development plans.

#### **HF 2473 – Standings Bill**

- Appropriates \$416,702 for operational support grants and community cultural grants under Section 99F.11.
- Amends law related to operation of snowmobiles on public lands for residents and nonresidents of Iowa.
- Increases tax reduction available for solar tax credit from fifty percent to sixty percent under the federal energy credit.

### *Other Budget Issues*

#### **City Budget Form Changes**

The IDOM has updated the city budget form that is filed with the state. The tab in the Excel file that estimates the city's backfill revenue to be received from the state as part of the new rollback of commercial and industrial property valuations has been updated to include the Capital Improvement Levy. Cities need to record this revenue as a state grant and reimbursement and ensure they include any other state revenue in the same slot.

Also of note, the IDOM will pre-fill actual year data from each city's Annual Financial Report into the city budget form. As a reminder, the budget form must be filed with IDOM and the county auditor by March 15.

#### **Affordable Care Act**

The rollout of the Affordable Care Act (ACA) continued in 2014 and additional provisions take effect in 2015, such as penalties for employers and individuals in noncompliance of the law. With that in mind, cities need to know how the ACA affects them and their employees and prepare for any coming changes. The various aspects of the ACA could impact cities in many different ways and cities are encouraged to consult with their health care advisors to determine the best course of action.

■ *Additional information is available at [www.iowaleague.org](http://www.iowaleague.org).*

#### **Annual Urban Renewal Report**

Legislation approved in 2012 requires all cities that have an urban renewal area to submit the Annual Urban Renewal Report. Cities must provide a variety of information for each of their urban renewal areas, including urban renewal plans, maps, tax increment financing ordinances, debt and financing data, and urban renewal projects.

The report is due December 1 of each year and must be completed and filed using the IDOM online reporting system ([www.dom.state.ia.us/local/tif/index.html](http://www.dom.state.ia.us/local/tif/index.html)). The system requires users to upload associated documents in PDF format. City councils must approve the form prior to submittal. Failure to file the report by the deadline will result in the city being unable to certify their budget and being placed on a list sent to the legislature.

■ *In 2013, the League and IDOM recorded training webinars on how to complete the report. Those webinars and other helpful information can be found at [www.iowaleague.org](http://www.iowaleague.org).*

**Certification of TIF Debt**

Cities must certify debt payable with Tax Increment Financing (TIF) funds on or before December 1. *Code of Iowa* Section 403.19 requires cities to certify to the county auditor the amount of any “loans, advances, indebtedness, or bonds” that qualify for payment from TIF revenue from a TIF district. This certification of TIF debt is only required once. However, due to the unique nature of many TIF financing programs, some cities may need to file on an annual basis.

The auditor is responsible for collecting and distributing the funds available from the increment in subsequent years until the entire certified amount is paid into the city’s tax increment fund. However, if additional debt is incurred, that amount must be certified by the following December 1 in order for the county auditor to make the proper distribution in the next fiscal year. Failure to certify the debt before December 1 will delay payments to the city by one year. IDOM and the State Auditor’s Office have developed a TIF Debt Certification form that cities may use when certifying their debt to the county auditor.

■ In 2013, the League and IDOM recorded training webinars on how to complete the certification forms. Those webinars and other helpful information can be found at [www.iowaleague.org](http://www.iowaleague.org).

**Bid and Quote Thresholds for Iowa Cities**

Current Bid/Quote Thresholds		
<i>Horizontal Infrastructure – Roads, streets, bridges, culverts</i>		
	Cities Less Than or Equal to 50,000	Cities Greater Than 50,000
Competitive Bid Required	\$49,000	\$70,000
Competitive Quote Required	N/A	N/A

Current Bid/Quote Thresholds		
<i>Vertical Infrastructure – Buildings, parking facilities, utilities, trails</i>		
	Cities Less Than or Equal to 50,000	Cities Greater Than 50,000
Competitive Bid Required	\$130,000	\$130,000
Competitive Quote Required	\$50,000	\$72,000

2015 Bid/Quote Thresholds		
<i>Horizontal Infrastructure – Roads, streets, bridges, culverts</i>		
	Cities Less Than or Equal to 50,000	Cities Greater Than 50,000
Competitive Bid Required	\$50,000	\$72,000
Competitive Quote Required	N/A	N/A

2015 Bid/Quote Thresholds		
<i>Vertical Infrastructure – Buildings, parking facilities, utilities, trails</i>		
	Cities Less Than or Equal to 50,000	Cities Greater Than 50,000
Competitive Bid Required	\$135,000	\$135,000
Competitive Quote Required	\$55,000	\$75,000

The bid and quote thresholds for qualifying public improvement projects as defined in Chapter 26 of the *Code of Iowa* will slightly increase in 2015.

**W-2 and 1099 Forms**

Cities are reminded that W-2 and 1099 forms are due to employees and vendors, respectively, by January 31 of each year. Completed paper forms must be filed with the state and federal governments by March 2, 2015 while electronic forms have a deadline of March 31, 2015. For employees that claim exemption from federal income taxes, they must file a new form W-4 with the city by February 15.

The ACA requires employers to report the cost of coverage under an employer-sponsored group health plan on an employee's Form W-2 in Box 12 using Code DD. For cities filing fewer than 250 W-2 forms this requirement is optional.

**GASB 45**

Governmental Accounting Standards Board Statement 45 (GASB 45) requires many public entities to reflect the value of post-employment benefits (health, life, dental, etc.) that are provided to retired employees in your future audited financial statements. Your auditor has likely informed you when (and if) your city will meet the requirements for compliance with this accounting standard.

**GASB 54**

Governmental Accounting Standards Board Statement Number 54 (GASB 54) provides guidance for fund balance categories and classifications and governmental fund type definitions. In Iowa, the Annual Financial Report, sent to the State Auditor's office by December 1 of each year, has been changed due to GASB 54. This means all cities in Iowa are impacted.

GASB 54 changed the way we look at cash balances, specifically reporting what cash balances, by major governmental fund type, are or are not available for public purposes. Additional information can be found at [www.iowaleague.org/members/Pages/GASB54FundBalanceClassifications.aspx](http://www.iowaleague.org/members/Pages/GASB54FundBalanceClassifications.aspx).

**Red Flag Rules**

The Fair and Accurate Credit Transactions (FACT) Act of 2003 requires utilities and government entities to implement identity theft prevention programs. These provisions are known more commonly as the Red Flags Rule. Municipal utilities, local governments and any entity that can broadly be classified as a creditor should develop and implement a written identity theft prevention program. More information regarding this policy is available at [www.business.ftc.gov/privacy-and-security/red-flags-rule](http://www.business.ftc.gov/privacy-and-security/red-flags-rule).

**Training Costs**

The League and others offer several training events directed at city officials throughout the year. The list below includes the planned workshops and their estimated registration price:

Annual Conference & Exhibit.....	\$185
Budget Workshops .....	\$35
Small City Workshops.....	\$35
League Webinar Series .....	\$35/Webinar
Leadership Summit.....	Varies
Municipal Leadership Academy .....	Varies
Iowa Municipal Professionals Institute .....	Varies depending on courses taken
Iowa Municipal Professionals Academy .....	\$185
Iowa Municipal Finance Officers Association.....	\$105
Iowa Municipal Attorney Association Annual Seminar .....	\$65
City Finance 101 .....	Varies

**Consumer Confidence Report**

Cities are required to complete a Consumer Confidence Report, which is designed to inform consumers of their local water quality. A copy of the report must be mailed or otherwise directly delivered to each customer annually by July 1. A city with a population less than 10,000 with no violations during the past year may use a mailing waiver. If these cities choose to use the mailing waiver:

- For a city with a population less than 500, the mailing waiver must provide notice at least once per year to their customers by mail, door-to-door delivery or posting that the report is available upon request.
- For a city between 500 and 10,000 in population, the mailing waiver must inform customers that the report will not be mailed. The cities must publish the report in the newspaper and make the report available upon request.

**Single Audit Act**

Cities that expend a total of \$500,000 or more in federal assistance in a fiscal year must comply with the Single Audit Act, which requires a single or program-specific audit of city financial records. This will increase to \$750,000 in FY 2016.

### *Model Budget Calendar*

The following schedule is an example for cities to follow during the budgeting process. The following information assumes the city has a Thursday newspaper with a Tuesday deadline and the council meets on the first and third Monday. Cities should adopt a calendar that meets their specific circumstances.

*\*Dates noted by an asterisk are statutory deadlines or requirements.*

#### **Typical Budget Timeline**

- City elected officials and staff members meet to hold preliminary budget discussions and schedule formal work sessions and budget adoption dates..... November and December
- City department heads give budget and proposals to city finance officer ..... January 6
- Budget work session(s) with staff members and city council..... January 20 (and February 3)
- Council receives and adopts final proposed budget and orders notice of hearing.. February 17
- Notice of hearing on adoption of final budget published..... February 20

**NOTICE REQUIREMENT:** Notice of the budget hearing must be given not more than 20\* days nor less than 10\* days before the date of the hearing.

**DETAILED BUDGET:** The detailed budget must be available for public inspection at least 10\* days before the final budget hearing and 20\* days before final date for certification, and is to be available at the clerk's and mayor's offices and the public library, or posted at three places designated by ordinance if there is no library.

- Budget hearing ..... March 3
- Adoption of final budget ..... March 3
- Certified budget to county auditor ..... March 15\*
- Persons affected by the budget have 10 days after the date of certification to file a written protest..... March 25\*
- IDOM certifies taxes back to county auditor..... June 15\*
- Budget takes effect ..... July 1\*

Cities might find that they need to exceed the general fund levy limit set by statute (\$8.10 per \$1,000 of taxable property value). If that is the case, a city may appeal to the IDOM/City Finance Committee and use a unique schedule and set of guidelines. Please contact the League for assistance with such schedules.

### *One-Stop Web References*

**Iowa League of Cities** - [www.iowaleague.org](http://www.iowaleague.org)

*The League's Web site has numerous reports on budget matters*

**League Salary Survey** - [www.iowaleague.org/members/Pages/salariesurvey.aspx](http://www.iowaleague.org/members/Pages/salariesurvey.aspx)

*Requires login to League's Members Only section*

**Snapshot of Tax Increment Finance**

[www.iowaleague.org/members/Publications/TIF%20Report\\_2014.pdf](http://www.iowaleague.org/members/Publications/TIF%20Report_2014.pdf)

*Requires login to League's Members Only section*

**Franchise Fees Special Report**

[www.iowaleague.org/members/Publications/franchise\\_fees\\_20102011.pdf](http://www.iowaleague.org/members/Publications/franchise_fees_20102011.pdf)

*Requires login to League's Members Only section*

**Law Enforcement Special Report (including sample Training Reimbursement contract)**

[www.iowaleague.org/members/Publications/law%20enforcement%20special%20report\\_2014.pdf](http://www.iowaleague.org/members/Publications/law%20enforcement%20special%20report_2014.pdf)

*Requires login to League's Members Only section*

**Index of Iowa Laws** - [www.iowaleague.org/members/Pages/IndexofIowaLaws.aspx](http://www.iowaleague.org/members/Pages/IndexofIowaLaws.aspx)

*Requires login to League's Members Only section*

**Code of Iowa** - [www.legis.iowa.gov](http://www.legis.iowa.gov)

*Requires Entry of Chapter and Section numbers*

**Iowa Department of Revenue Fuel Tax Refund Forms** - [tax.iowa.gov/motor-fuel-booklet.html](http://tax.iowa.gov/motor-fuel-booklet.html)

**Iowa Public Employees' Retirement System** - [www.ipers.org](http://www.ipers.org)

**Iowa Workforce Development** - [www.iowaworkforce.org](http://www.iowaworkforce.org)

**Internal Revenue Service** - [www.irs.gov](http://www.irs.gov)

**Local Option Sales Tax Information** - [tax.iowa.gov/local-option-tax-information-local-government](http://tax.iowa.gov/local-option-tax-information-local-government)

**Minimum Wage**

The Iowa Division of Labor | [www.iowaworkforce.org/labor](http://www.iowaworkforce.org/labor)

The U.S. Department of Labor | [www.dol.gov](http://www.dol.gov)

**Municipal Fire & Police Retirement System of Iowa** - [www.mfprsi.org](http://www.mfprsi.org)

**Publication Rates** - [www.inanews.com](http://www.inanews.com)

**Social Security Administration** - [www.ssa.gov](http://www.ssa.gov)

**State Library of Iowa Enrich Iowa Funds** - [www.statelibraryofiowa.org/ld/e/enrich-ia](http://www.statelibraryofiowa.org/ld/e/enrich-ia)

**U.S. Department of Labor** - [www.dol.gov](http://www.dol.gov)

**U.S. Department of Labor Consumer Price Index information** - [www.bls.gov/cpi](http://www.bls.gov/cpi)

# O. Reports Mayor/Council/Manager

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**CITY OF TIPTON  
CITY MANAGER  
REPORT TO THE CITY COUNCIL  
December 1, 2014**

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- City staff was able to pour the south side sidewalks while there was a lull in the early freeze. This will allow us to maintain the entrance while the work on the north side is completed next spring.
- Staff will be looking at a new digital records storage and search system in December. The program is called Lazerfiche, and would allow staff to scan existing documents into a searchable system.
- The holiday party is scheduled for Friday, December 12, 2014 from 6 p.m. to 8 p.m. The event will once again be held at the Tipton Country Club although there will be no game this year (consensus of those attending not to have one).
- I will be meeting with Speer Financial this month to finalize the numbers for the upcoming borrowing. We will also be looking at a proposals for them to complete the necessary bond reporting as recommended by John Danos.
- I have met with Tim Mallot to complete the update to the hazard mitigation plan for the City of Tipton.
- The City has received seven submittals for the City Attorney RFP. I will be looking though these over the course of the next week along with the Mayor, Heath and One Council person.
- I would like to thank the Tipton Lion's Club for donating the tree on the corner of Cedar and 4<sup>th</sup> Street. Staff and the Lion's hope to have it decorated within the next week.

