

City of Tipton, Iowa

Meeting:	Tipton City Council Meeting
Place:	Tipton City Hall, 407 Lynn Street, Tipton, Iowa 52772
Date/Time:	July 20, 2015 – 5:30 PM
Web Page:	www.tiptoniowa.org
Posted:	July 17, 2015 (Front door of City Hall & City Website)

Mayor:	Shirley Kepford	City Manager:	Chris Nosbisch
Council At Large:	David Fry	City Attorney:	Lynch Dallas, P.C.
Council At Large:	Pam Spear	City Clerk:	Lorna Fletcher
Council Ward #1:	Beau Holub	Deputy City Clerk:	Amy Lenz
Council Ward #2:	Dean Anderson	D. of Public Works:	Steve Nash
Council Ward #3:	Dawn Siech	Chief of Police:	Heath Holub

- A. **Call to Order – 6:00 PM**
- B. **Roll Call**
- C. **Pledge of Allegiance**
- D. **Agenda Additions/Agenda Approval**
- E. **Communications:**
 - 1. **Unscheduled**
 - 2. **Hardacre Theater Board Representatives**

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. **Accept Clerk/Investment Reports**
- 3. **Approve Planning and Zoning Commission – Chris Cook, Kevin Kofron**
- 4. **Accept June Water Report**
- 5. **Accept June Airport Minutes**
- 6. **Accept May Library Board Minutes**
- 7. **Accept May Library Directors Report**

G. **Public Hearing**

- 1. **Public Hearing for an Amendment to Chapter 55.02 Prohibited Animals of the Tipton Municipal Code**
 - i. **Close Public Hearing – Proceed to H-1**

H. **Ordinance Approval/Amendment**

- 1. **Ordinance #553 - Amending Chapter 55.02, Prohibited Animals of the Tipton Municipal Code**

I. Resolutions for Approval

1. Resolution Approving the Bond for Mobilization and Construction of Water Main, Sanitary Sewer, and Street Improvements, Division 1: Street Improvements
2. Resolution Approving the Bond for Mobilization and Construction of Water Main, Sanitary Sewer, and Street Improvements, Division 2: Water Main and Sanitary Sewer

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 Accepting the Economic Development Commission’s Hiring Recommendation for the Economic Development Director – Council Action as Needed
3. Discussion and Consideration of Police Chief Annual Review – Council Action as Needed
4. Discussion and Consideration of City Manager Annual Review – Council Action as Needed
5. Discussion and Consideration of Donna Oehm to Complete Testing for RICE NESHAP Compliance Review – Council Action as Needed
6. Discussion and Consideration of Rules and Regulations for the Tipton Masonic Cemetery – Council Action as Needed
7. Discussion and Consideration of a Memorandum of Understanding Between the City of Tipton and the Iowa Department of Administrative Services State Accounting Enterprise for Participation in the Income Offset Program – Council Action as Needed
8. Discussion and Consideration of Quotation to Repair Pump #3 at the Tipton West Lagoon – Council Action as Needed
9. Discussion and Consideration of an Agreement With CliftonLarsonAllen for Annual Auditing Services for the City – Council Action as Needed
10. Discussion and Consideration of a Management Services Agreement between the City of Tipton and the University of Iowa – Council Action as Needed

M. Reports to be Received/Filed

1. None

N. Discussion Items (No Action)

1. Language for One Percent Sales Tax Question

O. Reports of Mayor/Council/Manager

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

P. Closed Session – Pursuant to Chapter 21.5 (1)C, the City Council may enter in closed session, “to discuss strategy with Counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.”

1. Exit Closed Session – Council Action as Needed

Q. Adjournment

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

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

F. Consent Agenda

July 6, 2015
Fire Station
Tipton, Iowa

The City Council of the City of Tipton, Cedar County, Iowa, met in regular session at 6:00 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 Holub. Also present: Nobsch, Lenz, Holub, Nash, Taber, other visitors and the press.

Mayor Kepford led the meeting in the Pledge of Allegiance.

Agenda:

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

Communications:

Larry Hodgden

He commented that residents are still learning about the airport expansion and that he agrees with the suggestion to vote on it.

Consent Agenda:

Motion by Siech, second by Anderson to approve the consent agenda which includes the June 15, 2015, Council Meeting Minutes, with two corrections. Correct McNeill spelling to have two L's. And, Mary Swan stated she feels the City has three options. The first - no new airport, give it to the County, they will refuse it, second - sell the airport to the airplane owners, third - close the airport. Following the roll call vote the motion passed unanimously.

Public Hearing:

Public Hearing for the Proposed Contract Documents and Estimated Cost of Improvements for the Water Main, Sanitary Sewer, and Street Improvements, Division 1: Street Improvements and Division 2: Water Main and Sanitary Sewer Improvements

Mayor Kepford opened the public hearing at 6:09. With no written or oral objections Mayor Kepford closed the hearing at 6:11.

Public Hearing for an Amendment to the Tipton Urban Renewal Plan

Mayor Kepford opened the public hearing at 6:15. With no written or oral objections Mayor Kepford closed the hearing at 6:18.

Public Hearing on a Development Agreement Between the City and Bonnie and John Dornfeld

Mayor Kepford opened the public hearing at 6:19. With no written or oral objections Mayor Kepford closed the hearing at 6:20.

Resolutions:

Resolution Approving the Contract and Bond for Mobilization and Construction of Water Main, Sanitary Sewer, and Street Improvements, Division 1: Street Improvements

Motion by Fry, second by Spear to approve the Contract and Bond for Mobilization and Construction of Water Main, Sanitary Sewer, and Street Improvements, Division 1: Street Improvements to Illowa in the amount of \$180,062.96. Following the roll call vote the motion passed unanimously.

Resolution Approving the Contract and Bond for Mobilization and Construction of Water Main, Sanitary Sewer, and Street Improvements, Division 2: Water Main and Sanitary Sewer

Motion by Spear, second by Holub to approve the Contract and Bond for Mobilization and Construction of Water Main, Sanitary Sewer, and Street Improvements, Division 2: Water Main and Sanitary Sewer to Triple B in the amount of \$105,559.00. Following the roll call vote the motion passed unanimously.

Resolution Approving an Urban Renewal Plan Amendment for the Tipton Urban Renewal Area
 Motion by Anderson, second by Siech to approve the Urban Renewal Plan Amendment for the Tipton Urban Renewal Area. Following the roll call vote the motion passed unanimously.

Resolution Approving a Development Agreement with John and Bonnie Dornfeld, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
 Motion by Siech, second by Holub to approve a Development Agreement with John and Bonnie Dornfeld, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement. Following the roll call vote the motion passed unanimously.

Motions for Approval

Claims List

ALLIED GLASS	REPAIRED 7 PAIRS OF DOORS	1,827.00
AR500 ARMOR	ARMOR, POUCHES, PATCHES	1,728.00
ASCENT AVIATION GROUP INC	2000 GL AVIATION FUEL	8,366.35
AUS WATERLOO MC LOCKBOX	MATS CITY HALL	155.88
BARRON MOTOR SUPPLY	BELT TENSIONER #53	39.40
BINNS & STEVENS	DUST CONTROL APPS ON SPRUCE	367.50
BUSINESS RADIO SALES AND S	VEHICLE/RADIO OPERATION ON AMB	983.99
CEDAR COUNTY AUTO PARTS	VARIOUS REPAIR PARTS	405.98
CEDAR COUNTY ECONOMIC DEVE	ANNUAL DUES	8,632.00
CEDAR COUNTY ENGINEER	128.1 GL DSL	1,360.54
CHAPMAN METERING	TEST BENCH CERTIFICATION	481.50
CUSTOM BUILDERS INC	UPS CHARGES	119.86
ELECTRICAL ENGINEERING & E	HAIRBALL SUPPLIES	2,908.97
EMERGENCY MEDICAL PRODUCTS	NEEDLELESS IV	272.30
FARNER-BOCKEN COMPANY	CONCESSIONS	4,508.69
FLETCHER-REINHARDT CO.	METERING SUPPLIES	3,429.96
FOR A CLEANER POOL	BELTS, PULLEYS, BRUSHES	644.12
FRIENDS OF THE ANIMALS	1 DOG, 1 CAT	125.00
G & K SERVICES	UNIFORMS PUBLIC WORKS	422.39
GARDEN & ASSOCIATES INC	STREET IMPROVEMENTS 2015	3,587.50
GRASSHOPPER LAWN CARE DBA	SPRAY ADULT DIAMOND	210.00
GRAYBILL COMMUNICATIONS	4 VIDEO CAMERAS	618.00
IOWA ASSOCIATION OF	OSHA MANUAL	690.00
IOWA CITY LANDSCAPING & GA	5 TREES	733.50
IOWA CITY/COUNTY MANAGEMEN	ANNUAL MEMBERSHIP FEES	150.00
IOWA LEAGUE OF CITIES	MEMBER DUES	1,599.00
IOWA ONE CALL	LOCATES	88.20
IOWA PRISON INDUSTRIES	40 POSTS AND SLEEVES	609.25
JAB INK DESIGN	SIGN FOR EVENT PARKING	45.00
KIMBALL MIDWEST	CABLE TIES	63.68
KINUM INC	COLLECTION EXPENSE	107.71
KUNDE OUTDOOR EQUIPMENT	2 FILTERS	14.99
LYNCH DALLAS PC	LEGAL SERVICES	912.60
MANATTS INC	CURB RESTORATION 8TH & ORANGE	827.65
METERING & TECHNOLOGY SOLU	12 ELECTRIC METERS	630.55
MIDWEST WHEEL COMPANINES	BOLT KIT #4	299.07
MISC. VENDOR	SUNBURY SOD INC:1800 SQ FT SOD	360.00
MOMAR INC	20 GL ONE STEP	1,167.90
McCLURE ENGINEERING COMPAN	AIRPORT LAND USE P & Z ORD	500.00
NEWCOM TECHNOLOGIES INC	LICENSE SOFTWARE AGREEMENTS	1,600.00
OFFICE EXPRESS	CREDIT	87.46
PEPSI-COLA	DRINK ORDER	1,788.31
PITNEY BOWES INC	TERM RENTAL CHARGES	417.78
POOL TECH MIDWEST INC	SKIMMER BASKETS, CARTRIDGE	2,443.91
PRAXAIR DISTRIBUTION INC	OXYGEN	183.51
RK DIXON CO	CONTRACT BASE RATE CHARGE	23.29

SANDRY FIRE SUPPLY LLC	12 PAIRS OF GLOVES, 10 HOODS	1,846.00
SHIVE-HATTERY	LIBRARY HVAC REVIEW	1,250.00
SPAHN & ROSE LUMBER CO	FIREWORKS SUPPLIES	1,558.63
SPINUTECH INC	LICENSE, SUPPORT, HOSTING	540.00
STEFFEN CONSTRUCTION	CITY HALL PROJECT-TEXTURIZING	516.03
STEVE GRITTON	GARAGE DOOR REPAIR PARK	295.00
STUART C IRBY CO	METER PEDESTALS & MOUNTING	536.88
SUMMIT COMPANIES	RECHARGE FIRE EXTINGUISHER	47.25
SUPPLYWORKS	3 CASES TP, 1 CASE SOAP	249.99
SWICK CABLE	DIRECTIONAL BORE FRY	885.00
T & M CLOTHING CO.	23 T-SHIRTS SWIM CLUB	224.73
THE PARADIGM ALLIANCE INC	COLLABORATIVE PROGRAM	1,484.19
THOMAS HEATING & AIR	SERVICE POWER PLANT CONDENSERS	133.50
THOMPSON TRUCK & TRAILER	2 CHAMBER PIGGY BACKS	142.00
UNITED LABORATORIES	BIO BASED HERBICIDE	332.50
UTILITY SALES & SERVICE IN	SUPPLIES FOR GAS SERVICE LINES	810.17
VERISIGHT INC	CONSULTING SERVICES PAY STUDY	4,800.00
VOGEL TRAFFIC SERVICES	5 GL YELLOW PAINT	73.75
WALMART COMMUNITY	HELMETS FOR BIKE SAFETY	1,423.47
WELTER STORAGE EQUIPMENT C	2 STOOLS, 4 CHAIRS, 1 TABLE	611.00
WENDLING QUARRIES INC	8.60 TN CLASS A	777.47
WEST LIBERTY FIRE DEPARTME	EMT CLASS - KERRI FITCH	953.00
WHITFIELD & EDDY PLC	FAC CONSTRUCTION CLAIM	29,879.44
WJE ASSOCIATES INC	PROFESSIONAL SERVICES FAC	7,468.00
	TOTAL	113,376.29

FUND TOTALS

001 GENERAL GOVERNMENT	28,715.03	
300 GO ST IMPROVEMENT PROJECT	3,587.50	
315 JKFAC CP	37,347.44	
600 WATER OPERATING	322.96	
610 WASTEWATER/AKA SEWER REVE	267.60	
630 ELECTRIC OPERATING	11,926.13	
640 GAS OPERATING	2,664.72	
660 AIRPORT OPERATING	8,866.35	
670 GARBAGE COLLECTION	115.02	
750 CEMETERY ENTERPRISE	400.00	
810 CENTRAL GARAGE	2,457.32	
835 ADMINISTRATIVE SERVICES	16,706.22	
	GRAND TOTAL	113,376.29
	Card Ttl	10,307.27

City Credit Card Statement

City - One Card (employee check out card)		
Travel Training - Perkins, McDonalds, Wendys, Hardees, Sidecar Coffee	54.11	
Fuel - Hy Vee	27.19	
Total Charges		81.30
Police - One Card		
Operating Supplies - Galls, Elite K-9	551.87	
Misc Supplies - Walmart	17.12	
Travel Training - Ramada	123.20	
Total Charges		692.19
Ambulance - One Card		
Misc Supplies - Zio Johnos	33.41	
Total Charges		33.41
Gas - One Card		
Fuel - Caseys, Cenex, Brooklyn Travel Center	82.72	
Equipment Maint/Rpr Supplies (for FAC) - Ebay, Menards	460.21	
Operating Supplies (for East Lagoon) - Ebay	42.98	
Travel Training - Holiday Inn	135.87	
Total Charges		721.78

Electric - One Card		
Misc Supplies - Walmart	30.81	
Computer Supplies - Batteries Plus	49.90	
Office Supplies - Walmart	52.63	
Grounds Maint Supplies - Byron Lakeview Nursery	33.82	
Dues - IAEI	102.00	
Total Charges		269.16
Library - One Card		
Postage/Shipping - USPS	94.85	
Office Supplies - Walmart	93.45	
Materials - Walmart, Amazon	466.10	
Program Supplies - Oriental Trading, Stop Falling, Staples, Walmart, Family Foods	325.12	
Bldg Maint Supp - Walmart, Family Foods	30.27	
Total Charges		1,009.79
JKFAC/Recreation - One Card		
Concession Supplies - Walmart	67.64	
Operating Supplies - Walmart, Swim Outlet, Kiefer, Staples	462.30	
Training - UNI	170.00	
Bldg Maint Supplies - Menards	54.55	
T-Ball Hats - Epic Sports	880.15	
Total Charges		1,634.64
City Clerk - One Card		
Microsoft Office 365 and email licenses for departments; Police, Public Works, Recreation, JKFAC, Water, Electric, Gas, Economic Development, Central Garage, Administrative Services, Garbage		
Total Charges		5,100.00
City Manager - One Card		
Ads for Comm Dev Director - PDI, Quad City Times	765.00	
Total Charges		765.00
Statement Total		10,307.27

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

Cost of Service Study – Gas and Electric

Motion by Spear, second by Anderson to approve Latham and Associates for an amount not to exceed \$25,000.00 to do the study. Following the roll call vote the motion passed unanimously.

Position Description Development – Verisight

Motion by Holub, second by Siech to continue with Verisight for an amount not to exceed \$5,500.00. Following the roll call vote the motion passed unanimously.

Request Cedar County Board of Supervisors Place One Percent Local Sales and Service Tax on November Ballot

Motion by Anderson, second by Spear to approve placing the one percent local sales and service tax on the November ballot. Following the roll call vote the motion passed unanimously.

DRIP Reimbursement, Chris Cook – 111 East 4th Street

Motion by Fry, second by Siech to approve the DRIP reimbursement to Chris Cook in the amount of \$4,417.16. Following the roll call vote the motion passed unanimously.

DRIP Reimbursement, Kevin Kofron – 313 and 315 Cedar Street

Motion by Anderson, second by Spear to approve the DRIP reimbursement to Kevin Kofron in the amount of \$5,839.96. Following the roll call vote the motion passed unanimously.

Pay Application #3 – S&S Plumbing, Heating and Air Conditioning, LLC

Motion by Siech, second by Fry to approve Pay Application #3 to S&S Plumbing, Heating and Air Conditioning, LLC, in the amount of \$8,075.00 for the library HVAC project. Following the roll call vote the motion passed unanimously.

Set a Public Hearing Date for the Rezoning of the South ½ of Lot 8, Lot 7,

Lot 6, Lot 5 and the North 42 Feet of Lot 4, in Block 6, Northwestern Improvement Company's Addition, City of Tipton from R-1 Single Family Residential District to R-2 Two Family and Multiple Family Residential District

Motion by Siech, second by Holub to set the public hearing date for July 20, or August 3, 2015, at 5:30 p.m.

Following roll call vote the motion passed unanimously.

Roof Replacement, North Half of Power Plant Building

Motion by Spear, second by Holub to approve roof replacement by Darnell in the amount of \$4,600.00. Following the roll call vote the motion passed unanimously.

Set a Public Hearing Date Amending Chapter 55.02 Prohibited Animals

Motion by Anderson, second by Fry to approve July 20, 2015, at 5:30 p.m., as the public hearing date. Following the roll call vote the motion passed unanimously.

Hire Donna Oehm, as a Consultant, RICE NESHAP Compliance Review

Motion by Siech, second by Fry to approve hiring Donna Oehm, in the amount of \$2,000.00, for RICE NESHAP. Following the roll call vote the motion passed unanimously.

Transfer of Non-Primary Entitlements to City of Waverly

Motion by Spear, second by Holub to approve the agreement for transfer of non-primary entitlements to the City of Waverly, since the City of Tipton is unable to utilize its entitlement funds for the fiscal year, Iowa DOT has requested that we allow the FAA to transfer the funds. Following the roll call vote the motion passed unanimously.

Interconnection Agreement, Inverter Based Distributed Generation

Between the City of Tipton and a Connecting Party

Motion by Siech, second by Fry to approve the interconnection agreement for inverter based distributed generation between the City of Tipton and a connecting party. Following the roll call vote the motion passed unanimously.

Ambulance Volunteer Pay Scale

Motion by Fry, second by Holub to approve the ambulance volunteer pay scale to be reduced to \$25.00 per call unless they meet the number of times they need to be on call per month. Following the roll call vote the motion passed unanimously.

Reports of Mayor/Council/Manager:

Mayor's Report

Mayor Kepford stated the 175th Celebration was awesome. The crowds were awesome. The weather was awesome. There were many compliments. There was an attendance of about 500 at the Mayor's picnic. There were about 6,000 at the parade, with 4,986 popsicles given out by Family Foods. She thanked the committee members, city manager, city department heads, volunteers and sponsors. She stated we have a great community and a lot of pride in it.

Manager's Report:

Thanked the members of the 175th Committee for their hard work and dedication. Thanked City staff. Thanked the Cedar County Fair Board for allowing the City to hold the Hairball concert on their grounds. Thanked the Academic Decathlon for the fairgrounds cleanup.

Will be out of the office July 15-17 for IaCMA summer conference in Burlington.

Interviews for Economic Development Director will take place over the next two weeks and the committee hopes to have a recommendation to the Council before the end of July.

There will be a number of projects that will start in the City over the coming weeks.

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 Holub, second by Anderson 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 6:55 p.m. Following the roll call vote the motion passed unanimously.

Roll call to return to regular session:

The council reconvened to regular session from closed session at 7:33 p.m., with the following Councilmember's present: Siech, Fry, Anderson, Spear and Holub.

No action was taken.

Closed Session, Pursuant to Iowa Code Chapter 21.5(1)C, the City Council may enter in closed session, "to discuss strategy with Counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation." Motion by Fry, second by Holub to adjourn from regular session to closed session Pursuant to Iowa Code Chapter 21.5(1)C, Possible Litigation, at 7:35 p.m. Following the roll call vote the motion passed unanimously.

Roll call to return to regular session:

The council reconvened to regular session from closed session at 7:50 p.m., with the following Councilmember's present: Siech, Fry, Anderson, Spear and Holub

No action was taken.

Adjourn:

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

Meeting adjourned at 7:51 p.m.

Mayor

Attest: _____
Deputy City Clerk

City of Tipton
Preliminary MTD Treasurer's Report
as of June 30, 2015

FUND	BEGINNING		M-T-D		A/P		M-T-D		ENDING		Y-T-D		BALANCE		Ending Cash Bal
	CASH	BALANCE	REVENUES	EXPENSES	CHANGE	CHANGE	EXPENSES	CHANGE	CASH	BALANCE	INVTMNTS	INVTMNTS	WITH	O/S Deposits	
001-GENERAL GOVERNMENT	237,520.47	179,955.80	250,562.66	-25,088.91	141,824.70	181,396.88	323,221.58	6,469,681.47							
002-COMMUNICATIONS - LOCAL AC	36,365.36	7.48	2,091.67	0	34,281.17	0	34,281.17	-29,051.03							
110-ROAD USE TAX FUND	188,349.91	36,140.01	23,193.25	0	201,296.67	130,000.00	331,296.67	120,769.44							
112-TRUST AND AGENCY FUND	51,682.18	4,229.58	24,929.42	0	30,982.34	0	30,982.34	Bank Balance							
121-LOCAL OPTION TAX	194,995.23	20,129.39	17,995.41	0	197,729.21	0	197,729.21								
125-TIF SPECIAL REVENUE FUND	46,585.73	1,415.15	32,988.81	0	15,012.07	77,511.44	92,523.51								
160-ECONOMIC/INDUSTRIAL DEVEL	533,369.81	1,624.47	0	0	534,994.28	12,905.75	547,900.03								
168-AQUATIC CENTER CAMPAIGN F	-603,279.12	0	0	0	-603,279.12	0	-603,279.12								
189-LIBRARY TRUST FUND	7,337.32	120.93	0	0	7,458.25	0	7,458.25								
190-P S SHARE FUND	21,586.35	188.95	0	0	21,775.30	0	21,775.30								
192-FIRE ENTERPRISE TRUST	3,937.88	6,386.99	5,211.91	0	5,112.96	0	5,112.96								
202-ELECTRIC REVENUE BONDS	382,668.55	16,770.02	185,340.00	0	214,098.57	0	214,098.57								
203-06 ELECTRIC SUBSTATION RE	653,792.34	18,381.32	189,656.25	0	482,517.41	0	482,517.41								
204-WATER REVENUE BOND RESERV	257,221.19	2,895.92	29,673.75	0	230,443.36	0	230,443.36								
205-GO FIRE TRUCK 2010	-25,151.74	3,128.58	0	0	-22,023.16	0	-22,023.16								
208-WW/SEWER REVENUE BOND SIN	319,694.63	16,021.47	176,160.00	0	159,556.10	0	159,556.10								
210-GO ST IMPROVEMENT NOTES	106,939.71	4,989.39	102,325.00	0	9,604.10	0	9,604.10								
212-03 GO ST IMPROVE NOTES	14,015.26	3.06	0	0	14,018.32	0	14,018.32								
214-GO CP BONDS SERIES 2011A	192,608.28	12,043.95	191,570.00	0	13,082.15	0	13,082.15								
216-GO CP BONDS SERIES 2001B	126,954.00	12,340.72	139,043.75	0	250.97	0	250.97								
218-GO CP BONDS SERIES 2011C	267,879.92	23,243.17	259,417.50	0	31,705.59	0	31,705.59								
220-GO BONDS 2013 DEBT SRVC	73,611.55	7,207.09	80,742.50	0	76.14	0	76.14								
300-GO ST IMPROVEMENT PROJECT	160,992.88	33.86	1,527.28	-4,257.63	155,241.83	0	155,241.83								
305-GO ST IMPROVEMENT 08	111,931.43	24.42	0	0	111,955.85	0	111,955.85								
307-STREETSCAPE PROJECT	41,984.79	9.16	0	0	41,993.95	0	41,993.95								
308-SKATE PARK PROJECT	37,801.78	8.25	0	0	37,810.03	0	37,810.03								
310-NEW FIRE STATION	220,215.02	48.04	0	0	220,263.06	0	220,263.06								
311-ADDTNL GENERATION PRUCT	128,951.80	28.13	0	0	128,979.93	0	128,979.93								
312-PUBLIC WORKS BLDGS	616.15	0.13	0	0	616.28	0	616.28								
314-WETLAND MITIGATION PRJCT	27,994.56	6.11	0	0	28,000.67	0	28,000.67								
315-JKFAAC CP	382,874.56	80.83	3,438.91	-8,921.50	370,594.98	0	370,594.98								
500-CEMETERY TRUST FUND	1,275.00	75	0	0	1,350.00	100,000.00	101,350.00								
600-WATER OPERATING	52,230.78	60,733.80	39,850.52	-12,981.86	60,132.20	0	60,132.20								
610-WASTEWATER/AKA SEWER REVE	-118,088.93	52,860.58	49,967.38	-11,317.00	-126,492.73	211,275.73	84,783.00								
630-ELECTRIC OPERATING	1,435,799.53	343,185.41	329,648.96	-10,666.48	1,437,642.81	319,846.53	1,757,489.34								
631-ELECTRIC DEVELOPMENT	8,565.27	1.87	0	0	8,567.14	0	8,567.14								
632-ELECTRIC RENEWAL/REPLACEM	373,271.54	81.43	0	0	373,352.97	0	373,352.97								
633-ELECTRIC RESERVE	270,674.45	59.05	0	0	270,733.50	136,896.47	407,629.97								
634-ELECTRIC BOND/INT RESERVE	1,265,574.00	276.08	0	0	1,265,850.08	156,099.58	1,421,949.66								
640-GAS OPERATING	93,171.03	79,821.71	87,435.79	-146.14	85,410.81	10,406.44	15,689.25								
641-GAS D.E.I.	5,281.66	1.15	0	0	5,282.81	0	5,282.81								
642-GAS RESERVE	34,106.19	7.44	0	0	34,113.63	404,838.04	438,951.67								
660-AIRPORT OPERATING	-45,492.59	6,028.31	1,478.22	-2,664.92	-43,607.42	0	-43,607.42								
670-GARBAGE COLLECTION	-18,442.33	48,896.94	33,181.30	-86.27	-2,812.96	0	-2,812.96								
740-STORM WATER	35,702.43	9,134.38	0	0	44,836.81	0	44,836.81								
750-CEMETERY ENTERPRISE	17,222.19	7,453.88	3,517.67	0	21,158.40	0	21,158.40								
810-CENTRAL GARAGE	306,644.77	46,411.29	14,446.98	-847.91	337,761.17	0	337,761.17								
820-PSF HEALTH INSURANCE	33,835.22	5,775.38	5,768.00	0	33,842.60	0	33,842.60								
830-CITY RESERVE FUND	-39,413.85	4,973.18	4,166.67	0	-38,607.34	0	-38,607.34								
835-ADMINISTRATIVE SERVICES	-213,877.97	105,070.16	18,210.99	-5,817.79	-132,836.59	112,489.03	73,881.69								
860-PAYROLL ACCOUNT	1,300.44	0	0	0	1,300.44	0	1,300.44								
950-ELECTRIC METER DEPOSITS	4,312.53	1,056.01	720	0	4,548.54	0	4,548.54								
951-WATER METER DEPOSITS	1,705.47	345.39	270	0	1,780.86	10,406.44	15,054.98								
952-GAS METER DEPOSITS	10,152.53	642.25	495	0	10,299.78	0	10,299.78								
GRAND TOTAL	7,717,577.06	1,140,353.06	1,026.69	2,304,425.55	-82,796.41	6,469,681.47	1,864,072.33	8,333,753.80							

Bank	Cert. Number	Fund Number and Name	Purchased	Time	Rate	Due	Amount	Fund Total	Cashed	Renewed	Interest Earned
Community State	522532	001-660 Ambulance Trust	09/04/14	12 mos.	0.40	09/04/15	\$108,395.08			09/04/14	
Citizens Savings	27283	001-687 Unemployment Trust	10/10/14	12 mos.	0.40	10/10/15	\$73,001.80	\$181,396.88		10/10/14	
*Community State	522530	110 Road Use Tax	09/04/14	12 mos.	0.40	09/04/15	\$100,000.00				
*Community State	522719	110 Road Use Tax	10/02/14	12 mos.	0.40	10/02/15	\$30,000.00	\$130,000.00		10/02/14	
Community State	522796	125 TIF	03/27/15	12 mos.	0.40	03/27/16	\$77,511.44	\$77,511.44			
Community State	522797	160 Economic Development	03/27/15	12 mos.	0.40	03/27/16	\$12,905.75	\$12,905.75			
*Community State	522531	500 Cemetery Trust	09/04/14	12 mos.	0.40	09/04/15	\$100,000.00	\$100,000.00			
Citizens Savings	26920	610 Wastewater/Sewer Operating	11/06/14	12 mos.	0.40	11/06/15	\$211,275.73	\$211,275.73		11/06/14	
Community State	522485	630 Electric Operating	06/19/15	12 mos.	0.40	06/19/16	\$106,957.89			06/19/14	212.91
Citizens Savings	26921	630 Electric Operating	11/06/13	12 mos.	0.40	11/06/14	\$105,637.84				
Citizens Savings	27197	630 Electric Operating	12/16/14	12 mos.	0.40	12/16/15	\$107,250.80	\$319,846.53		12/16/14	213.78
Community State	522519	633 Electric Reserve	08/12/14	12 mos.	0.40	08/12/15	\$80,310.07			08/12/14	
Citizens Savings	27279	633 Electric Reserve	10/09/14	12 mos.	0.40	10/09/15	\$56,586.40	\$136,896.47		10/09/14	
Citizens Savings	27164	634 Electric Bond & Interest	09/02/14	12 mos.	0.40	09/02/15	\$156,099.58	\$156,099.58		09/02/14	
Citizens	27281	641 Gas D.E.I.	10/09/14	12 mos.	0.40	10/09/15	\$10,406.44	\$10,406.44		10/09/14	
*Community Savings	522522	642 Gas Reserve	08/21/14	12 mos.	0.40	08/21/15	\$92,173.12				
*Citizens Savings	27198	642 Gas Reserve	12/16/14	12 mos.	0.40	12/16/15	\$312,664.92	\$404,838.04			
Citizens Savings	27282	830 City Reserve Fund	10/10/14	12 mos.	0.40	10/10/15	\$112,489.03	\$112,489.03		10/10/14	
Citizens Savings	27280	950 Electric Meter Deposit	10/09/14	12 mos.	0.40	10/09/15	\$10,406.44	\$10,406.44		10/07/14	
Investments Total							\$1,864,072.33	\$1,864,072.33			\$426.69

Bank	Cart. Number	Fund Number and Name	Purchased	Time	Rate	Due	Amount	Fund Total	Cashed	Renewed	Interest Earned
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Citizens	27281	641 Gas D.E.I.	10/09/14	12 mos.	0.40	10/09/15	\$10,406.44	\$10,406.44		10/09/14	
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Citizens Savings	27282	830 City Reserve Fund	10/10/14	12 mos.	0.40	10/10/15	\$112,489.03	\$112,489.03		10/10/14	
Citizens Savings	27280	950 Electric Meter Deposit	10/09/14	12 mos.	0.40	10/09/15	\$10,406.44	\$10,406.44		10/07/14	
Investments Total							\$1,864,072.33	\$1,864,072.33			\$426.69

OPERATIONS REPORT – Tipton

June, 2015

Administrative

- None.

Treatment

- Operations at the Water Plant, East & West Lagoons and Aquatic Center performed 7 days per week.
- The East and West Lagoons had a cBOD removal rate of 94% and 82% respectively. A removal rate of 85 % is required.
- We are still pumping the East Lagoon effluent to outfall #2.
- Delivered Pump #1 from the East Lagoon to Electric Pump.
- Repaired the lemon drops at the pool.
- Repaired the lazy river acid pump.
- New chemical transfer pump was ordered for the pool
- Phthalate samples taken at the water plant.

Collection/Distribution

- None

Customer Service

- Set new meter at 100 Alexander Dr. #2
- Replaced a meter at 602 W. 8th, 406 W. 4th, 601 Sycamore, 219 E. 12th and 120 E. 1st.

Project Updates

- Applied weed killer to the fence lines and inside lagoons at East and West Lagoon.

Safety

- Safety meeting was on Work Zone Safety.

Regulatory

- May's Operation reports submitted to IDNR.
- Reported SSO at West Lagoon to IDNR

Concerns for the Month

- Heavy rains resulted in an SSO event at the West Lagoon. High I&I

Positives for the Month

- Lagoons handled all the rain.

OPERATING DIVISIONS

MISSOURI

Atchison Wholesale Water Commission

Bonne Terre

Boonville

Bowling Green

Buchanan County #1

Cameron

Cape Girardeau

Craig

East Central Missouri Water & Sewer Authority

Elsberry

Fayette

Franklin County #1

Franklin County #3

Henry County Water Company

Henry County #3

Lake Ozark/ Osage Beach

Lincoln County #1

Nevada

Parkville

Phelps County #2

Platte County #C-1

Ralls County #1

St. Charles County #2

Ste. Genevieve

Sedalia

Versailles

IOWA

Maquoketa

Tipton

TENNESSEE

Dyersburg Welcome

Center

OPERATIONS REPORT – Tipton

WATER SUPPLY SYSTEM

	Well # 5	Well # 6	Plant / System
Total Gals. Pumped(MG)	4.868 MG	6.169 MG	9.15 MG
Ave run time/day	4.04 hrs.	4.48 hrs.	6.33 hrs.
Chlorine Used (gallons)			179
Fluoride Used (lbs.)			147
Polyphosphate Used (lbs.)			120
Min. Free Cl ₂ Residual (mg/l)			0.73
Coliform Absent/Present			Absent

Testing

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

Aquatic Center Information

Water used gal.	Filter wash water gal.	Chlorine added gal.	pH adjust - Acid added gal.
379,500	15,00	785	265

Testing

Total tests performed this month – 280

Wastewater Treatment

West Wastewater Treatment Plant Loading

Parameter	Unit
Hydraulic Loading	0.793 MG/Day
Organic Loading	315 lbs. cBOD/Day

NPDES Permit Compliance 1689001-001

Parameter	Monthly Average	Permit Limit
pH	7.72 min 8.71 max	6.0 (min) – 9.0 (max)
CBOD ₅	12.3 mg/l- 51.6 lbs.	25 mg/l – 238.0 lbs.
TSS	33.25 mg/l – 138.4 lbs.	80 mg/l – 761.0 lbs.
NH ₃ -N	0.4194 mg/l – 4.38 lbs.	16.0 mg/l – 148.0

Effluent from the West Lagoon met the compliance requirements of the NPDES permit except for the 85% removal on the CBOD. It was 82%.

East Wastewater Treatment Plant Loading

Parameter	Unit
Hydraulic Loading	0.310 MG/day
Organic Loading	72.0 lbs. cBOD/Day

East Wastewater Treatment NPDES Permit Compliance 1689002-001

Parameter	Monthly Average	Permit Limit
pH	7.86 min 8.01 Max	6.0(min) - 9.0(max)
CBOD ₅	2.0 mg/l – 4.3 lbs.	25 mg/l – 125 lbs.
TSS	5.8 mg/l – 12.0 lbs.	80 mg/l – 400 lbs.
NH ₃ -N	5.7 mg/l – 16.2 lbs.	16.0 mg/l – 220.0 lbs.
Chloride	174.0 mg/l – 264.0 lbs.	n/a

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

Testing

Total Wastewater tests performed this month – 288

Tipton Airport Committee Meeting

June 10th, 2015 -7:03 at the terminal, Mathews Memorial Airport, Tipton, Iowa.

Max Coppess called the meeting to order with a roll call. Those present: Sandy Gleaves, Dave Kruse, Max Coppess, Scott Pearson, Pam Spear, and Leanne Linn. Larry Lynch, Dave Gott, and Shawn Connelly were present as guests. The minutes from the previous meeting along with a change to #7 on the agenda to discuss council meeting were approved with a motion by Leanne and a second by Sandy.

In the airport manager hiring, Scott nominated Max Coppess and moved that nominations cease and a unanimous ballot be cast for Max, motion approved.

The committee recommends to the council to terminate the ground lease and put the farm ground out for bids again.

Dave Gott and Shawn Connelly may be interested in building private hangers on the airport property. Shawn is getting quotes on a 60x60 building. Max will provide copies of lease to Larry, Shawn, and Dave. Interested lessors should make a proposal of what they intend to build to the committee for review.

Dave also indicated that a FBO from Mt Pleasant may be interested in coming to Tipton.

In the last council meeting, the committee felt that there has been some miss information presented at the meeting by the public. Some kind of response will be written by Kevin Gleaves for the committee to be turned into the paper editor.

In the managers report Max reported that fuel sales are up and the City council approved the fertilizer ban. Max will contact the companies that have used the airport last year so they will be aware of the ban. The manager has ordered an additional 2000 gallons of aviation fuel.

Leanne reported the tall structure ordinance is moving thru the county offices and she will keep in contact will those parties. Dave Gott indicated his business came to Tipton in part because of the airport as he has to travel often and intends to use the airport to attend multiple meetings. Scott reported the Young Eagles Rally has been changed to August 29th and the Green Castle Aero Club had a great meeting at the Tipton Airport with many planes on the ramp.

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

Respectfully submitted by Dave Kruse.

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

Library Board of Trustees
June 1, 2015

Attendance: Jamie Meyer, Dale Jedlicka, Katie Ryan, Penny Webb, Eric Tucker, Marc Hertert, and Denise Smith library director.

Jamie called the meeting to order at 7:07pm

Katie moved to approve the agenda. Jenn seconded. Motion carried.

Dale moved to approve the minutes. Penny seconded. Motion carried.

Open Forum: None

Directors Report:

- John Barnum is our new custodian.
- Denise has met with the security company about cameras being placed inside and outside the library. She will continue to gather more information and then present to the trustees. Heath Holub would like to be involved as well, he is hoping to apply for grants to help cover the cost.
- Heather Weber has been contacted to replace 1 of 3 trustees finishing their term.
- Update with Shive Hattery- Some issues have come up on their end that Kurt is aware of. When they are completed, Jaime suggested Terry Goerdts be present before Kurt signs off.
- SRP begins on Wednesday!

Education:

- Code of Ethics.

Financial Reports:

- Dale moved to approve. Erik seconded. Motion carried.

Finance Committee: None.

Personnel Committee:

- Denise's evaluation will be presented at the June meeting.

Maintenance Committee:

Jamie has contacted:

- Jim Allen will examine the two front west windows. He may need to replace the wood before painting can occur. He will look at the scupper too.
- Wes Fox will patch the flat roof and caulk the west gutters.
- Both of these individuals will be completing the work in the next couple of weeks.
- Attention has been brought to the hole in the front west steps. Temporarily a flower pot has been moved over the hole to reduce accidents. Jamie will contact Steve Nash.

Friends of the Library: None.

Old Business:

- The long range goals will be tabled till next meeting because a goal has been added to building. Add- Upkeep of building i.e. roof, tuckpointing and replacement of windows.
- Wes Fox will be taking care of the flat roof.
- The office space request from the State Library is not needed.

New Business:

- The following names have been suggested to replace the remaining 2 trustees: Buffy Johnson, Kiley Schultz, Kristi or Eric Kruse, Sally Kruse, Jayne Erickson, Jill Carney, and Bethany Wethington.

Misc.: None.

Meeting concluded at 6:40. Next meeting will be Monday June 29th at 6pm.

Library Director's Report May 2015

Programming

Kid's Programs
Total 15 Programs 434 kids

Teen Programs
Total 3 programs 224 teens

Adult Programs
Total 1 programs 9 adults



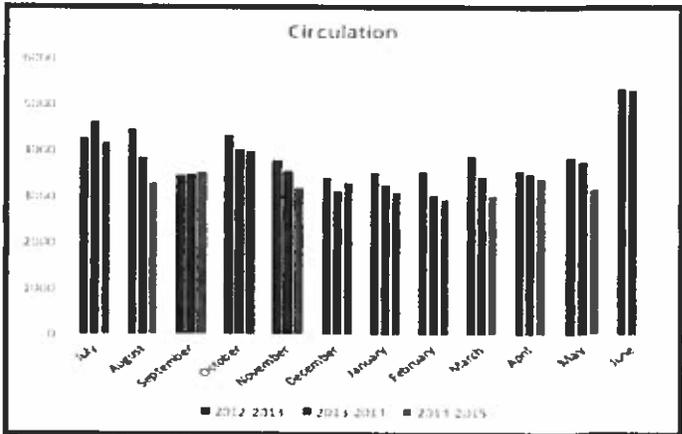
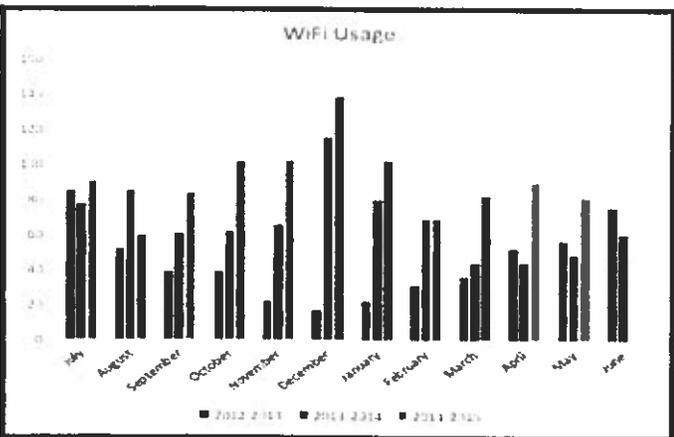
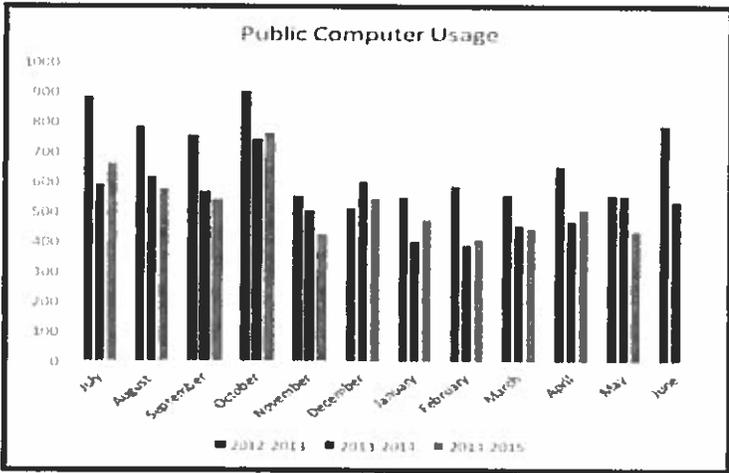
Materials

Adult CDs	3
Total Audios	3
Adult DVD's	21
Kids DVD's	2
Total DVD's	23
Adult Fiction	23
Adult Non-fiction	8
Beginner Readers	5
Christian Fiction	1
Kid's B. Chapter	5
Kids Fiction	38
Kids Nonfiction	1
Kid's Picture Books	21
Teen Fiction	24
Total books	126
Magazines	39
Total Magazines	39
Other	6
Total Other	6
Total	197
Discarded	
Books	112
Magazines	30
Videos	1
Other	35
Total	178

Neibors: 87 checkouts

Meeting Room Users
Non-profits-1 users
Private Individuals-4 users
Total: 5 times

TOTAL CIRCULATION:
3153



G. Public Hearing

AGENDA ITEM # G - 1

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	July 20, 2015
AGENDA ITEM:	Public Hearing – Prohibited Animals
ACTION:	None

SYNOPSIS: This is the time reserved for the first reading of an ordinance that would allow for the keeping of egg laying hens on residential property. The ordinance identified in H-1 is a starting point as the Council requested an ordinance that would add conditions to the application process.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Manager

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: None – Move to H-1

PREPARED BY: Chris Nosbisch

DATE PREPARED: 7/17/15

H. Ordinance Approval/Amendment

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 55.02, PROHIBITED ANIMALS OF THE CITY OF TIPTON MUNICIPAL CODE

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

SECTION 1. AMENDMENT. The existing 55.02 is hereby amended to include Subsection (3.) as follows:

3. However, in any Residential Zoning District the keeping of up to four (4) chickens on a lot will be permitted, provided that:
 1. No person shall keep any rooster.
 2. No person shall slaughter any chickens.
 3. The chickens shall be provided with a covered, fully secure enclosure that they can be locked in at night consisting of 5 square feet per chicken. The enclosure shall have a minimum height of four feet. A completely fenced in area outside of the covered enclosure shall be provided with a minimum of 10 square feet per chicken and a height of five feet. These enclosures shall be completely secure and free of any attractive nuisances as spelled out in Chapter 50 of the municipal code.
 4. No enclosure shall be located closer than twenty-five (25) feet to any residential structure on an adjacent lot.
 5. The owner, operator, or tenant obtains a \$25.00 license from the City. Upon application, the applicant will supply an agreement(s) from each of their adjacent property owners.
 6. Each resident shall sign an agreement that signifies they are in favor of the applicant's license that will be recorded upon receipt of Council approval. Failure to receive a signature from an occupied dwelling will result in a no vote for the applicant.
 7. The application for a chicken license runs with the owner and their current location, any change in ownership or change of address with require the submittal of a new application.
 8. More than two violations of Chapter 50 Nuisance Abatement in a calendar year will result in the revocation of the license and the subsequent removal of the chickens. Upon revocation, the applicant must submit a new application and petition of support to city staff.

SECTION 3. 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 4. 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 _____, 2015.

ATTEST:

Shirley Kepford - Mayor

Lorna Fletcher – City Clerk

I certify that the foregoing was published as
Ordinance No. _____ on the _____ day of _____, 2015.

Lorna Fletcher, City Clerk

I. Resolutions for Approval

AGENDA ITEM # I – 1

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE: July 20, 2015

AGENDA ITEM: Resolution for Contracts and Bonds

ACTION: None

SYNOPSIS: Both I-1 and I-2 will look very similar to the resolutions that were approved in the previous meeting. These resolutions approve the bonds for both projects. Both of the resolutions will very likely be given to you at the Council meeting as I am awaiting the arrival of the bond information.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Manager

MAYOR/COUNCIL ACTION: Proceed to I-1 and I-2

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 7/17/15

L. Motions for Approval

PACKET: 02055 Council Mtg 072015 AL

VENDOR SET: 01

VENDOR SEQUENCE

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

01-0071	ALLIANCE WATER RESOURCES IN									
I 6520		JULY SERVICES	AP		R	8/15/2015		24,904.29	24,904.29CR	
		G/L ACCOUNT						24,904.29		
	001 5-650-2-64910	CONTRACT SERVICES					1,494.26	JULY SERVICES		
	600 5-810-2-64910	CONTRACT SERVICES					11,954.06	JULY SERVICES		
	610 5-815-2-64910	CONTRACT SERVICES					11,455.97	JULY SERVICES		
		VENDOR TOTALS	REG. CHECK					24,904.29	24,904.29CR	0.00
								24,904.29	0.00	

01-0143	AUS WATERLOO MC LOCKBOX									
I 6449392		MATS CITY HALL	AP		R	8/15/2015		62.82	62.82CR	
		G/L ACCOUNT						62.82		
	001 5-650-2-63100	BUILDING MAINTENANCE & REPAIR					62.82	MATS CITY HALL		
I 6449396		MATS AMB BLDG	AP		R	8/15/2015		93.06	93.06CR	
		G/L ACCOUNT						93.06		
	001 5-160-2-63100	BUILDING MAINTENANCE & REPAIR					93.06	MATS AMB BLDG		
		VENDOR TOTALS	REG. CHECK					155.88	155.88CR	0.00
								155.88	0.00	

01-0201	BARRON MOTOR SUPPLY									
I 006809		LUBE #15	AP		R	7/16/2015		15.64	15.64CR	
		G/L ACCOUNT						15.64		
	810 5-899-2-63321	REPAIR PARTS					15.64	LUBE #15		
		VENDOR TOTALS	REG. CHECK					15.64	15.64CR	0.00
								15.64	0.00	

01-0390	CEDAR COUNTY AUDITOR									
I 0715CCA		DISASTER SERVICES ASSESSMEN AP			R	8/15/2015		11,273.50	11,273.50CR	
		G/L ACCOUNT						11,273.50		
	001 5-620-2-64910	CONTRACT SERVICES					11,273.50	DISASTER SERVICES ASSESSMENT		
I 0715CCA-2		SOLID WASTE ASSESSMENT	AP		R	8/15/2015		20,728.64	20,728.64CR	
		G/L ACCOUNT						20,728.64		
	670 5-840-2-64151	COMMERCIAL EQPT RENTAL & LEASE					20,728.64	SOLID WASTE ASSESSMENT		
		VENDOR TOTALS	REG. CHECK					32,002.14	32,002.14CR	0.00
								32,002.14	0.00	

PACKET: 02055 Council Mtg 072015 AL

VENDOR SET: 01

VENDOR SEQUENCE

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

01-0410	CEDAR COUNTY CO-OP									
C 13873		FUEL DISCOUNT	AP		R	7/16/2015		20.42CR	20.42	
		G/L ACCOUNT						20.42CR		
	810 5-899-2-65075	FUEL						20.42CR	FUEL DISCOUNT	
I 01977981		1.38 GL UL PARK	AP		R	8/15/2015		3.58	3.58CR	
		G/L ACCOUNT						3.58		
	001 5-430-2-65075	FUEL						3.58	1.38 GL UL PARK	
I 0198251		29.35 GL UL #1	AP		R	8/15/2015		79.21	79.21CR	
		G/L ACCOUNT						79.21		
	910 5-899-2-65075	FUEL						79.21	29.35 GL UL #1	
I 0199252		5.13 GL UL PARK	AP		R	8/15/2015		15.39	15.39CR	
		G/L ACCOUNT						15.39		
	001 5-430-2-65075	FUEL						15.39	5.13 GL UL PARK	
I 0615000		65.836 GL PARK/644.662 GL P AP			R	8/15/2015		1,895.69	1,895.69CR	
		G/L ACCOUNT						1,895.69		
	001 5-430-2-65075	FUEL						169.62	65.836 GL PARK/644.662 GL PW	
	810 5-899-2-65075	FUEL						1,726.07	65.836 GL PARK/644.662 GL PW	
I 33393		42.6 GL DSL SCHOOL GENERATO AP			R	8/15/2015		95.85	95.85CR	
		G/L ACCOUNT						95.85		
	630 5-821-2-65075	FUEL						95.85	42.6 GL DSL SCHOOL GENERATOR	
I 33395		30.80 GL DSL FOR GENERATOR AP			R	8/15/2015		67.45	67.45CR	
		G/L ACCOUNT						67.45		
	630 5-821-2-65075	FUEL						67.45	30.80 GL DSL FOR GENERATOR	
		VENDOR TOTALS		REG. CHECK				2,136.75	2,136.75CR	0.00
								2,136.75	0.00	

01-0461	CEDAR COUNTY SOLID WASTE									
I 061500SW		TRANSFER FEES	AP		R	8/15/2015		2,795.00	2,795.00CR	
		G/L ACCOUNT						2,795.00		
	670 5-840-2-64850	TRANSFER FEES						2,795.00	TRANSFER FEES	
		VENDOR TOTALS		REG. CHECK				2,795.00	2,795.00CR	0.00
								2,795.00	0.00	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-0516 CEDAR POLY, LLC

I 14918		BALING WIRE	AP		R	7/16/2015		86.00	86.00CR	
		G/L ACCOUNT						86.00		
	670 5-841-2-65980	MISCELLANEOUS					86.00	BALING WIRE		
		VENDOR TOTALS		REG. CHECK				86.00	86.00CR	0.00
								86.00	0.00	

01-0587 CLARENCE LOWDEN SUN-NEWS &

I 201507164936		YOUTH REC	AP		R	8/15/2015		236.50	236.50CR	
		G/L ACCOUNT						236.50		
	001 5-446-2-64020	ADVERTISING					236.50	YOUTH REC		
I 201507164937		AQUATIC CENTER	AP		R	8/15/2015		346.50	346.50CR	
		G/L ACCOUNT						346.50		
	001 5-465-2-64020	ADVERTISING					346.50	AQUATIC CENTER		
I 201507164938		RED CROSS	AP		R	8/15/2015		66.00	66.00CR	
		G/L ACCOUNT						66.00		
	001 5-445-2-64020	ADVERTISING					66.00	RED CROSS		
I 201507164939		SWIM CLUB	AP		R	8/15/2015		22.00	22.00CR	
		G/L ACCOUNT						22.00		
	001 5-442-2-64020	ADVERTISING					22.00	SWIM CLUB		
I 201507164940		MOVIES IN THE PARK	AP		R	8/15/2015		126.50	126.50CR	
		G/L ACCOUNT						126.50		
	835 5-899-2-65980	MISCELLANEOUS					126.50	MOVIES IN THE PARK		
		VENDOR TOTALS		REG. CHECK				797.50	797.50CR	0.00
								797.50	0.00	

01-0860 EASTERN IOWA LIGHT & PWR

I 0615CEM		CEMETERY	AP		R	8/15/2015		28.34	28.34CR	
		G/L ACCOUNT						28.34		
	750 5-280-2-63710	UTILITIES					28.34	CEMETERY		
I 0615LAG		LAGOONS	AP		R	8/15/2015		1,703.99	1,703.99CR	
		G/L ACCOUNT						1,703.99		
	610 5-815-2-63710	UTILITIES					1,703.99	LAGOONS		
I 0615SL		SECURITY LIGHT	AP		R	8/15/2015		10.68	10.68CR	
		G/L ACCOUNT						10.68		
	750 5-280-2-63710	UTILITIES					10.68	SECURITY LIGHT		

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I 0615SL2		SECURITY LIGHT	AP		R	8/15/2015		10.68	10.68CR	
		G/L ACCOUNT						10.68		
	750 5-280-2-63710	UTILITIES					10.68	SECURITY LIGHT		
		VENDOR TOTALS		REG. CHECK				1,753.69	1,753.69CR	0.00
								1,753.69	0.00	

01-0859 EICCD

I 46059		TRAINING RENEWALS	AP		R	7/16/2015		70.00	70.00CR	
		G/L ACCOUNT						70.00		
	001 5-160-1-62300	TRAINING					70.00	TRAINING RENEWALS		
		VENDOR TOTALS		REG. CHECK				70.00	70.00CR	0.00
								70.00	0.00	

01-0905 ELECTRICAL ENGINEERING & EQ

I 4337974-00		175TH SUPPLIES	AP		R	7/16/2015		16.97	16.97CR	
		G/L ACCOUNT						16.97		
	630 5-820-2-65980	MISCELLANEOUS					16.97	175TH SUPPLIES		
I 4343266-00		CITY HALL PROJECT SUPPLIES	AP		R	7/16/2015		48.96	47.98CR	
		G/L ACCOUNT				7/16/2015		48.96	0.98CR	
	001 5-650-2-63100	BUILDING MAINTENANCE & REPAIR					48.96	CITY HALL PROJECT SUPPLIES		
I 4345049-00		UNDERGROUND SUPPLIES	AP		R	7/16/2015		64.17	62.89CR	
		G/L ACCOUNT				7/16/2015		64.17	1.28CR	
	630 5-820-2-65304	UNDERGROUND SUPPLIES					64.17	UNDERGROUND SUPPLIES		
I 4345475-00		SHOP WELDER EXTENSION CORD	AP		R	7/16/2015		137.27	134.52CR	
		G/L ACCOUNT				7/16/2015		137.27	2.75CR	
	810 5-899-2-65070	OPERATING SUPPLIES					137.27	SHOP WELDER EXTENSION CORD		
		VENDOR TOTALS		REG. CHECK				267.37	262.36CR	0.00
								267.37	5.01CR	

01-0930 EMERGENCY MEDICAL PRODUCTS

I 1748411		DEFIB PADS	AP		R	8/15/2015		120.00	120.00CR	
		G/L ACCOUNT						120.00		
	001 5-160-2-65070	OPERATING SUPPLIES					120.00	DEFIB PADS		
		VENDOR TOTALS		REG. CHECK				120.00	120.00CR	0.00
								120.00	0.00	

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						DISC DT	BALANCE	DISCOUNT	

01-0945 ENERGY ECONOMICS INC

I 38617		TEST 6 COMMERCIAL GAS METER AP			R	8/15/2015	1,504.42	1,504.42CR	
		G/L ACCOUNT					1,504.42		
	640	5-825-2-65300 METERS					1,504.42		TEST 6 COMMERCIAL GAS METERS
		VENDOR TOTALS		REG. CHECK			1,504.42	1,504.42CR	0.00
							1,504.42	0.00	

01-0965 FAMILY FOODS

I 0615FF		CONCESSIONS SUPP, MISC SUPP AP			R	8/15/2015	99.50	99.50CR	
		G/L ACCOUNT					99.50		
	001	5-465-2-65031 CONCESSIONS					37.14		CONCESSIONS SUPP, MISC SUPP
	630	5-820-2-65980 MISCELLANEOUS					23.80		CONCESSIONS SUPP, MISC SUPP
	001	5-160-2-65980 MISCELLANEOUS					38.56		CONCESSIONS SUPP, MISC SUPP
		VENDOR TOTALS		REG. CHECK			99.50	99.50CR	0.00
							99.50	0.00	

01-0970 FARNER-BOCKEN COMPANY

I 4084525		CONCESSIONS AP			R	8/15/2015	634.42	634.42CR	
		G/L ACCOUNT					634.42		
	001	5-465-2-65031 CONCESSIONS					634.42		CONCESSIONS
I 4102705		CONCESSIONS AP			R	8/15/2015	560.92	560.92CR	
		G/L ACCOUNT					560.92		
	001	5-465-2-65031 CONCESSIONS					560.92		CONCESSIONS
		VENDOR TOTALS		REG. CHECK			1,195.34	1,195.34CR	0.00
							1,195.34	0.00	

01-1051 FRIENDS OF THE ANIMALS

I 7715		2 CATS, 1 DOG AP			R	8/15/2015	175.00	175.00CR	
		G/L ACCOUNT					175.00		
	001	5-190-2-64910 CONTRACT SERVICES					175.00		2 CATS, 1 DOG
		VENDOR TOTALS		REG. CHECK			175.00	175.00CR	0.00
							175.00	0.00	

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VENDOR SEQUENCE

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01-1055	G & K SERVICES									
I 377888		UNIFORMS EL & GAS	AP		R	8/15/2015		125.69	125.69CR	
		G/L ACCOUNT						125.69		
	630 5-820-2-64350	UNIFORMS/EQUIPMENT						98.81	UNIFORMS EL & GAS	
	640 5-825-2-64350	UNIFORMS/EQUIPMENT						26.88	UNIFORMS EL & GAS	
I 384424		UNIFORMS EL & GAS	AP		R	8/15/2015		125.69	125.69CR	
		G/L ACCOUNT						125.69		
	630 5-820-2-64350	UNIFORMS/EQUIPMENT						98.81	UNIFORMS EL & GAS	
	640 5-825-2-64350	UNIFORMS/EQUIPMENT						26.88	UNIFORMS EL & GAS	
I 387690		SHOFTOWELS, DUSTMOPS	AP		R	8/15/2015		72.73	72.73CR	
		G/L ACCOUNT						72.73		
	630 5-820-2-65070	OPERATING SUPPLIES						72.73	SHOFTOWELS, DUSTMOPS	
I 387703		UNIFORMS PUBLIC WORKS	AP		R	8/15/2015		49.33	49.33CR	
		G/L ACCOUNT						49.33		
	670 5-840-2-64350	UNIFORMS/EQUIPMENT						8.29	UNIFORMS PUBLIC WORKS	
	600 5-810-2-64350	UNIFORMS/EQUIPMENT						6.49	UNIFORMS PUBLIC WORKS	
	001 5-210-2-64350	UNIFORMS/EQUIPMENT						13.48	UNIFORMS PUBLIC WORKS	
	810 5-899-2-64350	UNIFORMS/EQUIPMENT						8.07	UNIFORMS PUBLIC WORKS	
	001 5-299-2-64350	UNIFORMS/EQUIPMENT						13.00	UNIFORMS PUBLIC WORKS	
I 387704		UNIFORMS EL & GAS	AP		R	8/15/2015		111.02	111.02CR	
		G/L ACCOUNT						111.02		
	630 5-820-2-64350	UNIFORMS/EQUIPMENT						84.14	UNIFORMS EL & GAS	
	640 5-825-2-64350	UNIFORMS/EQUIPMENT						26.88	UNIFORMS EL & GAS	
I 390989		UNIFORMS PUBLIC WORKS	AP		R	8/15/2015		49.33	49.33CR	
		G/L ACCOUNT						49.33		
	670 5-840-2-64350	UNIFORMS/EQUIPMENT						8.29	UNIFORMS PUBLIC WORKS	
	600 5-810-2-64350	UNIFORMS/EQUIPMENT						6.49	UNIFORMS PUBLIC WORKS	
	001 5-210-2-64350	UNIFORMS/EQUIPMENT						13.48	UNIFORMS PUBLIC WORKS	
	810 5-899-2-64350	UNIFORMS/EQUIPMENT						8.07	UNIFORMS PUBLIC WORKS	
	001 5-299-2-64350	UNIFORMS/EQUIPMENT						13.00	UNIFORMS PUBLIC WORKS	
I 390990		UNIFORMS EL & GAS	AP		R	8/15/2015		111.02	111.02CR	
		G/L ACCOUNT						111.02		
	630 5-820-2-64350	UNIFORMS/EQUIPMENT						84.14	UNIFORMS EL & GAS	
	640 5-825-2-64350	UNIFORMS/EQUIPMENT						26.88	UNIFORMS EL & GAS	
	VENDOR TOTALS		REG. CHECK					644.81	644.81CR	0.00
								644.81	0.00	

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01-1076	GENERAL PEST CONTROL INC									
I 82072		PEST CONTROL	AP		R	8/15/2015		31.03	31.03CR	
		G/L ACCOUNT						31.03		
	630	5-820-2-63100	BUILDING MAINTENANCE & REPAIR					31.03	PEST CONTROL	
I 82073		PEST CONTROL	AP		R	8/15/2015		35.00	35.00CR	
		G/L ACCOUNT						35.00		
	001	5-650-2-63100	BUILDING MAINTENANCE & REPAIR					35.00	PEST CONTROL	
I 82074		PEST CONTROL	AP		R	8/15/2015		25.00	25.00CR	
		G/L ACCOUNT						25.00		
	001	5-150-2-63100	BUILDING MAINTENANCE & REPAIR					25.00	PEST CONTROL	
I 82075		PEST CONTROL	AP		R	8/15/2015		25.00	25.00CR	
		G/L ACCOUNT						25.00		
	001	5-160-2-63100	BUILDING MAINTENANCE & REPAIR					25.00	PEST CONTROL	
I 82076		PEST CONTROL	AP		R	8/15/2015		125.00	125.00CR	
		G/L ACCOUNT						125.00		
	001	5-410-2-63100	BUILDING MAINTENANCE & REPAIR					125.00	PEST CONTROL	
I 82082		PEST CONTROL	AP		R	8/15/2015		45.00	45.00CR	
		G/L ACCOUNT						45.00		
	001	5-465-2-63100	BUILDING MAINTENANCE & REPAIR					45.00	PEST CONTROL	
		VENDOR TOTALS	REG. CHECK					286.03	286.03CR	0.00
								286.03	0.00	

01-1098	GRASSHOPPER LAWN CARE DBA A									
I 15-156		MID DRY FERTILIZER SOCCER F	AP		R	8/16/2015		1,400.00	1,400.00CR	
		G/L ACCOUNT						1,400.00		
	001	5-430-2-63200	GROUNDS MAINTENANCE & REPAIR					1,400.00	MID DRY FERTILIZER SOCCER FLDS	
I 15-163		DRY FERTILIZER ADULT DIAMON	AP		R	8/16/2015		240.00	240.00CR	
		G/L ACCOUNT						240.00		
	001	5-430-2-63200	GROUNDS MAINTENANCE & REPAIR					240.00	DRY FERTILIZER ADULT DIAMOND	
I 5-488		MOW & TRIM 4 UNKEPT PROPERT	AP		R	8/16/2015		147.50	147.50CR	
		G/L ACCOUNT						147.50		
	835	5-899-2-65980	MISCELLANEOUS					147.50	MOW & TRIM 4 UNKEPT PROPERTIES	
		VENDOR TOTALS	REG. CHECK					1,787.50	1,787.50CR	0.00
								1,787.50	0.00	

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01-1289	INTEGRATED TECHNOLOGY PARTN									
I 100394		FIBER CONNECTION TO CH & AM AP			R	7/17/2015		3,183.75	3,183.75CR	
		G/L ACCOUNT						3,183.75		
	001	5-160-2-64190 TECHNOLOGY					3,183.75	FIBER CONNECTION TO CH & AMB		
I 100421		FAX LINE ISSUE	AP		R	7/17/2015		85.00	85.00CR	
		G/L ACCOUNT						85.00		
	835	5-899-2-64190 TECHNOLOGY					85.00	FAX LINE ISSUE		
I 100462		RECONNECT CHECK PRINTER	AP		R	7/17/2015		94.61	94.61CR	
		G/L ACCOUNT						94.61		
	835	5-899-2-64190 TECHNOLOGY					94.61	RECONNECT CHECK PRINTER		
I 100491		FIBER CONNECTION/WAP AT PW AP			R	7/17/2015		697.58	697.58CR	
		G/L ACCOUNT						697.58		
	810	5-899-2-64190 TECHNOLOGY					697.58	FIBER CONNECTION/WAP AT PW		
I 100498		AERIAL FIBER FAC	AP		R	7/17/2015		372.00	372.00CR	
		G/L ACCOUNT						372.00		
	001	5-465-2-64190 TECHNOLOGY					372.00	AERIAL FIBER FAC		
I 100489		FIBER CONNECTION/WAP AMB AP			R	7/17/2015		1,364.46	1,364.46CR	
		G/L ACCOUNT						1,364.46		
	001	5-160-2-64190 TECHNOLOGY					1,364.46	FIBER CONNECTION/WAP AMB		
I 100602		ANNUAL PCI COMPLIANCE REVIE AP			R	7/17/2015		345.00	345.00CR	
		G/L ACCOUNT						345.00		
	835	5-899-2-64190 TECHNOLOGY					345.00	ANNUAL PCI COMPLIANCE REVIEW		
		VENDOR TOTALS		REG. CHECK				6,142.40	6,142.40CR	0.00
								6,142.40	0.00	

01-1322	IOWA DEPT. OF NATURAL RESOU									
I 201507174941		ANNUAL WATER SUPPLY FEE	AP		R	8/16/2015		375.96	375.96CR	
		G/L ACCOUNT						375.96		
	600	5-810-1-62100 DUES/FEES					375.96	ANNUAL WATER SUPPLY FEE		
		VENDOR TOTALS		REG. CHECK				375.96	375.96CR	0.00
								375.96	0.00	

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01-1301 ICWA UTILITIES BOARD

I 40831		FY 2016 ASSESSMENTS	ELECTR AP		R	8/16/2015		2,446.00	2,446.00CR	
		G/L ACCOUNT						2,446.00		
	630 5-820-2-64904	REGULATORY CMSSN/FRANSHISE FE					2,446.00	FY 2016 ASSESSMENTS	ELECTRIC	

I 40889		FY 2016 ASSESSMENTS	GAS AP		R	8/16/2015		1,717.00	1,717.00CR	
		G/L ACCOUNT						1,717.00		
	640 5-825-2-64904	REGULATORY CMSSN/FRANSHISE FE					1,717.00	FY 2016 ASSESSMENTS	GAS	

VENDOR TOTALS		REG. CHECK						4,163.00	4,163.00CR	0.00
								4,163.00	0.00	

01-1407 JAB INK DESIGN

I 1240		BUSINESS CARDS, BANNER	AP		R	7/17/2015		94.00	94.00CR	
		G/L ACCOUNT						94.00		
	001 5-110-2-64020	ADVERTISING					94.00	BUSINESS CARDS, BANNER		

VENDOR TOTALS		REG. CHECK						94.00	94.00CR	0.00
								94.00	0.00	

01-1426 JOHNSON COUNTY AMBULANCE

I 062515JCA		ALS SERVICE	AP		R	8/16/2015		200.00	200.00CR	
		G/L ACCOUNT						200.00		
	001 5-160-2-64130	PAYMENT TO OTHER AGENCIES/FUND					200.00	ALS SERVICE		

VENDOR TOTALS		REG. CHECK						200.00	200.00CR	0.00
								200.00	0.00	

01-1437 KELTEK INCORPORATED

I 8089		MOUNTING PLATFORM 2015 F150 AP			R	7/17/2015		264.00	264.00CR	
		G/L ACCOUNT						264.00		
	810 5-839-2-63321	REPAIR PARTS					264.00	MOUNTING PLATFORM 2015 F150		

VENDOR TOTALS		REG. CHECK						264.00	264.00CR	0.00
								264.00	0.00	

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01-1495 KLUESNER CONSTRUCTION INC

I 17538/17539		VARIOUS STREET REPAIRS	AP		R	8/16/2015		26,360.60	26,360.60CR	
		G/L ACCOUNT						26,360.60		
	001 5-210-2-63991	MAINTENANCE - STREET DEPT					10,080.00	PARK RD PAVING SOUTH ENTRANCE		
	001 5-210-2-63991	MAINTENANCE - STREET DEPT					5,892.45	STREET REPAIRS		
	600 5-810-2-65308	MAINS					2,574.00	WATER MAIN STREET REPAIRS		
	001 5-290-2-63991	MAINTENANCE					7,814.15	SEWER REPAIRS-TO BE REIMBURSED		
		VENDOR TOTALS		REG. CHECK				26,360.60	26,360.60CR	0.00
								26,360.60	0.00	

01-1634 MAHER PLUMBING HEATING & A/

I 013016		BLDG MAINT SUPPLIES	AMB	AP		R	8/16/2015	75.35	75.35CR	
		G/L ACCOUNT						75.35		
	001 5-160-2-63100	BUILDING MAINTENANCE & REPAIR					75.35	BLDG MAINT SUPPLIES	AMB	
		VENDOR TOTALS		REG. CHECK				75.35	75.35CR	0.00
								75.35	0.00	

01-1 MANAIRCO INC

I 0065438-IN		AIRPORT SUPPLIES		AP		R	7/17/2015	50.38	50.38CR	
		G/L ACCOUNT						50.38		
	660 5-835-2-65070	OPERATING SUPPLIES					50.38	MANAIRCO INC AIRPORT SUPPLIES		
		VENDOR TOTALS		REG. CHECK				50.38	50.38CR	0.00
								50.38	0.00	

01-1748 MITCHELL I

I 1817808247		WEB SUBSCRIPTIONS		AP		R	7/17/2015	228.48	228.48CR	
		G/L ACCOUNT						228.48		
	810 5-899-2-65065	COMPUTER SUPPLIES					228.48	WEB SUBSCRIPTIONS		
		VENDOR TOTALS		REG. CHECK				228.48	228.48CR	0.00
								228.48	0.00	

PACKET: 02055 Council Mtg 072015 AL

VENDOR SET: 01

VENDOR SEQUENCE

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

01-1729	MMTG									
I 959		MMTG DUES JULY-DEC	AP		R	7/17/2015		1,140.00	1,140.00CR	
		G/L ACCOUNT						1,140.00		
	630 5-820-1-62100	DUES/FEES					1,140.00	MMTG DUES JULY-DEC		
		VENDOR TOTALS		REG. CHECK				1,140.00	1,140.00CR	0.00
								1,140.00	0.00	

01-1832	MUNICIPAL SUPPLY INC									
I 0594124-1N		WATER MAIN REPAIR SUPPLIES	AP		R	7/17/2015		1,566.50	1,566.50CR	
		G/L ACCOUNT						1,566.50		
	600 5-810-2-65308	MAINS					1,566.50	WATER MAIN REPAIR SUPPLIES		
		VENDOR TOTALS		REG. CHECK				1,566.50	1,566.50CR	0.00
								1,566.50	0.00	

01-1885	INJES									
I 5706		CALIBRATE ODORATOR&ULTRA-TR	AP		R	7/17/2015		61.90	61.90CR	
		G/L ACCOUNT						61.90		
	640 5-825-2-63500	OPERATIONAL EQUIPT MAINT & REP					61.90	CALIBRATE ODORATOR&ULTRA-TRAC		
		VENDOR TOTALS		REG. CHECK				61.90	61.90CR	0.00
								61.90	0.00	

01-1957	O'ROURKE MOTORS INC									
I 31230		ENGINE REPAIRS #53 (K9)	AP		R	8/16/2015		5,080.30	5,080.30CR	
		G/L ACCOUNT						5,080.30		
	810 5-899-2-63321	REPAIR PARTS					5,080.30	ENGINE REPAIRS #53 (K9)		
		VENDOR TOTALS		REG. CHECK				5,080.30	5,080.30CR	0.00
								5,080.30	0.00	

01-1914	OFFICE EXPRESS									
I 0502579-001		OFFICE SUPPLIES	AP		R	7/17/2015		162.26	162.26CR	
		G/L ACCOUNT						162.26		
	835 5-899-2-65060	OFFICE SUPPLIES					9.98	OFFICE SUPPLIES		
	630 5-822-2-65060	OFFICE SUPPLIES					10.46	OFFICE SUPPLIES		
	640 5-826-2-65060	OFFICE SUPPLIES					10.46	OFFICE SUPPLIES		

PACKET: 02055 Council Mtg 072015 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
	600	5-811-2-65050	OFFICE SUPPLIES					30.46	OFFICE SUPPLIES	
	610	5-815-2-65060	OFFICE SUPPLIES					30.45	OFFICE SUPPLIES	
	670	5-840-2-65060	OFFICE SUPPLIES					30.45	OFFICE SUPPLIES	
		VENDOR TOTALS		REG. CHECK				162.26	162.26CR	0.00
								162.26	0.00	

01-2019 PEPSI-COLA

I 14639488	DRINK ORDER	AP		R	7/17/2015			172.07	172.07CR	
	G/L ACCOUNT							172.07		
001	5-465-2-65031	CONCESSIONS					172.07	DRINK ORDER		
I 35220811	DRINK ORDER	AP		R	7/17/2015			236.10	236.10CR	
	G/L ACCOUNT							236.10		
001	5-465-2-65031	CONCESSIONS					236.10	DRINK ORDER		
		VENDOR TOTALS		REG. CHECK				408.17	408.17CR	0.00
								408.17	0.00	

01-2057 PRAXAIR DISTRIBUTION INC

I 53107612	SUPPLIES FOR HAIRBALL	AP		R	8/16/2015			124.66	124.66CR	
	G/L ACCOUNT							124.66		
835	5-899-2-65980	MISCELLANEOUS					124.66	SUPPLIES FOR HAIRBALL		
		VENDOR TOTALS		REG. CHECK				124.66	124.66CR	0.00
								124.66	0.00	

01-1 PW MEDIA INC

I 6247	ABC QUIKGUIDE	AP		R	7/17/2015			49.00	49.00CR	
	G/L ACCOUNT							49.00		
001	5-160-2-65070	OPERATING SUPPLIES					49.00	PW MEDIA INC.ABC QUIKGUIDE		
		VENDOR TOTALS		REG. CHECK				49.00	49.00CR	0.00
								49.00	0.00	

01-2112 RESCO

I 604145-00	REFLECTIVE CABLE WRAP MARKE	AP		R	8/16/2015			798.50	798.50CR	
	G/L ACCOUNT							798.50		
630	5-820-2-65302	OVERHEAD SUPPLIES					798.50	REFLECTIVE CABLE WRAP MARKER		
I 614180-00	OVERHEAD SUPPLIES	AP		R	8/16/2015			173.88	173.88CR	
	G/L ACCOUNT							173.88		
630	5-820-2-65302	OVERHEAD SUPPLIES					173.88	OVERHEAD SUPPLIES		

PACKET: 02055 Council Mtg 072015 AL

VENDOR SET: 01

VENDOR SEQUENCE

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

I 614589-00		LED FLASHLIGHT	AP		R	8/16/2015	169.18	169.18CR	
		G/L ACCOUNT					169.18		
	630 5-820-2-65100	SAFETY					169.18		LED FLASHLIGHT
I 615027-00		POLE TOP TRANSFORMER	AP		R	8/16/2015	535.00	535.00CR	
		G/L ACCOUNT					535.00		
	630 5-820-2-65305	TRANSFORMERS					535.00		POLE TOP TRANSFORMER
		VENDOR TOTALS		REG. CHECK			1,676.56	1,676.56CR	0.00
							1,676.56	0.00	

01-1	RODNEY LAUCAMP								
I 100594		FLOOR PAINT	AP		R	7/17/2015	75.00	75.00CR	
		G/L ACCOUNT					75.00		
	001 5-650-2-63100	BUILDING MAINTENANCE & REPAIR					75.00		RODNEY LAUCAMP:FLOOR PAINT
		VENDOR TOTALS		REG. CHECK			75.00	75.00CR	0.00
							75.00	0.00	

01-2165	SANDRY FIRE SUPPLY LLC								
I 48321		8 SETS OF BOOTS	AP		R	7/17/2015	2,640.98	2,640.98CR	
		G/L ACCOUNT					2,640.98		
	001 5-150-2-64350	UNIFORMS/EQUIPMENT					2,640.98		8 SETS OF BOOTS
		VENDOR TOTALS		REG. CHECK			2,640.98	2,640.98CR	0.00
							2,640.98	0.00	

01-2197	SHOTTENKIRK								
I 679427		MUFFLER & EXTENSION #68	AP		R	7/17/2015	598.28	598.28CR	
		G/L ACCOUNT					598.28		
	810 5-899-2-63321	REPAIR PARTS					598.28		MUFFLER & EXTENSION #68
		VENDOR TOTALS		REG. CHECK			598.28	598.28CR	0.00
							598.28	0.00	

01-1	SPIEGEL & MCDIARMID LLP								
I 061015SM LLP		ATT O	AP		R	7/17/2015	1,778.00	1,778.00CR	
		G/L ACCOUNT					1,778.00		
	630 5-820-2-64110	LEGAL EXPENSE					1,778.00		SPIEGEL & MCDIARMID LLP:ATT O

PACKET: 02055 Council Mtg 072015 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					1,778.00	1,778.00CR	0.00
								1,778.00	0.00	

01-2235 SPINUTECH INC

I 21263		JULY EMAIL MARKETING	AP		R	7/17/2015		25.00	25.00CR	
		G/L ACCOUNT						25.00		
	001 5-525-2-64020	ADVERTISING					25.00	JULY EMAIL MARKETING		
VENDOR TOTALS			REG. CHECK					25.00	25.00CR	0.00
								25.00	0.00	

01-2317 T & M CLOTHING CO.

I 1213		8 SHIRTS 3 ON 3 TOURNEY	AP		R	8/16/2015		128.00	128.00CR	
		G/L ACCOUNT						128.00		
	001 5-446-2-64350	UNIFORMS/EQUIPMENT					128.00	8 SHIRTS 3 ON 3 TOURNEY		
VENDOR TOTALS			REG. CHECK					128.00	128.00CR	0.00
								128.00	0.00	

01-1 TIGERDIRECT INC

I L22922930102		LED MONITOR	AP		R	7/17/2015		172.64	172.64CR	
		G/L ACCOUNT						172.64		
	001 5-160-2-65065	COMPUTER SUPPLIES					172.64	TIGERDIRECT INC LED MONITOR		
VENDOR TOTALS			REG. CHECK					172.64	172.64CR	0.00
								172.64	0.00	

01-1713 TIPTON CHAMBER OF COMMERCE

I 15-16TCC		2015-2016 CHAMBER DUES	AP		R	8/16/2015		400.00	400.00CR	
		G/L ACCOUNT						400.00		
	035 5-899-1-62100	DUES/FEES					400.00	2015-2016 CHAMBER DUES		
VENDOR TOTALS			REG. CHECK					400.00	400.00CR	0.00
								400.00	0.00	

PACKET: 02055 Council Mtg 072015 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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01-2400 TIPTON CONSERVATIVE

I 201507174942		YOUTH REC	AP		R	8/16/2015		305.30	305.30CR	
		G/L ACCOUNT						305.30		
	001 5-446-2-64020	ADVERTISING					305.30	YOUTH REC		
I 201507174943		AQUATIC CENTER	AP		R	8/16/2015		489.90	489.90CR	
		G/L ACCOUNT						489.90		
	001 5-465-2-64020	ADVERTISING					489.90	AQUATIC CENTER		
I 201507174944		RED CROSS	AP		R	8/16/2015		183.95	183.95CR	
		G/L ACCOUNT						183.95		
	001 5-446-2-64020	ADVERTISING					183.95	RED CROSS		
I 201507174945		SUMMER BALL	AP		R	8/16/2015		40.00	40.00CR	
		G/L ACCOUNT						40.00		
	001 5-441-2-64020	ADVERTISING					40.00	SUMMER BALL		
I 201507174946		MOVIES IN THE PARK	AP		R	8/16/2015		149.10	149.10CR	
		G/L ACCOUNT						149.10		
	835 5-899-2-65940	MISCELLANEOUS					149.10	MOVIES IN THE PARK		
I 201507174947		MINUTES, BID-LET, WAGES, PH AP			R	8/16/2015		566.54	566.54CR	
		G/L ACCOUNT						566.54		
	835 5-899-2-64140	PRINTING & PUBLISHING					566.54	MINUTES, BID-LET, WAGES, PH		
		VENDOR TOTALS	REG. CHECK					1,734.79	1,734.79CR	0.00
								1,734.79	0.00	

01-2410 TIPTON ELECTRIC MOTORS

I 271523		48' CORD FOR 175TH	AP		R	8/16/2015		121.44	121.44CR	
		G/L ACCOUNT						121.44		
	630 5-820-2-65980	MISCELLANEOUS					121.44	48' CORD FOR 175TH		
I 271694		HEX IMPACT	AP		R	8/16/2015		521.73	521.73CR	
		G/L ACCOUNT						521.73		
	630 5-820-2-65053	SMALL TOOLS					521.73	HEX IMPACT		
		VENDOR TOTALS	REG. CHECK					643.17	643.17CR	0.00
								643.17	0.00	

PACKET: 02055 Council Mtg 072015 AL

VENDOR SET: 01

VENDOR SEQUENCE

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

01-2450	TIPTON PHARMACY									
I 0615TP		PHARMACEUTICALS	AP		R	8/16/2015		478.33	478.33CR	
		G/L ACCOUNT						478.33		
	001 5-160-2-65070	OPERATING SUPPLIES					478.33	PHARMACEUTICALS		
		VENDOR TOTALS		REG. CHECK				478.33	478.33CR	0.00
								478.33	0.00	

01-2461	TIPTON STRUCTURAL FABRICATI									
I 11859		STEEL FOR RAILS IN PARK	AP		R	8/16/2015		11.42	11.42CR	
		G/L ACCOUNT						11.42		
	001 5-430-2-65070	OPERATING SUPPLIES					11.42	STEEL FOR RAILS IN PARK		
		VENDOR TOTALS		REG. CHECK				11.42	11.42CR	0.00
								11.42	0.00	

01-2483	TRITECH SOFTWARE SYSTEMS									
C CMD001494		BILLING CREDIT	AP		R	7/17/2015		22.00CR	22.00	
		G/L ACCOUNT						22.00CR		
	001 5-160-2-64910	CONTRACT SERVICES					22.00CR	BILLING CREDIT		
I 047578		AMB BILLING SERVICES	AP		R	7/17/2015		1,045.00	1,045.00CR	
		G/L ACCOUNT						1,045.00		
	001 5-160-2-64910	CONTRACT SERVICES					1,045.00	AMB BILLING SERVICES		
		VENDOR TOTALS		REG. CHECK				1,023.00	1,023.00CR	0.00
								1,023.00	0.00	

01-2500	TYLER TECHNOLOGIES INC									
I C25-128757		UB NOTIFICATION	AP		R	8/16/2015		33.50	33.50CR	
		G/L ACCOUNT						33.50		
	630 5-822-2-65980	MISCELLANEOUS					33.50	UB NOTIFICATION		
		VENDOR TOTALS		REG. CHECK				33.50	33.50CR	0.00
								33.50	0.00	

PACKET: 02055 Council Mtg 072015 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NUM	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-2556	USA BLUE BOOK									
	I 674731	POOL REPAIR SUPPLIES	AP		R	8/16/2015		132.18	132.18CR	
		G/L ACCOUNT						132.18		
	001 5-465-2-63500	OPERATIONAL EQUIPT MAINT & REP					132.18	POOL REPAIR SUPPLIES		
		VENDOR TOTALS		REG. CHECK				132.18	132.18CR	0.00
								132.18	0.00	

01-2553	UTILITY SALES & SERVICE INC									
	I 14222	GAS LINE SUPPLIES	AP		R	7/17/2015		70.00	70.00CR	
		G/L ACCOUNT						70.00		
	640 5-825-2-65307	SERVICE LINES					70.00	GAS LINE SUPPLIES		
	I 14282	GAS LINE SUPPLIES	AP		R	7/17/2015		192.50	192.50CR	
		G/L ACCOUNT						192.50		
	640 5-825-2-65307	SERVICE LINES					192.50	GAS LINE SUPPLIES		
		VENDOR TOTALS		REG. CHECK				262.50	262.50CR	0.00
								262.50	0.00	

01-2568	VERISIGHT INC									
	I M38827016	CONSULTING SERVICES PAY STU AP			R	7/17/2015		4,400.00	4,400.00CR	
		G/L ACCOUNT						4,400.00		
	835 5-899-2-65980	MISCELLANEOUS					4,400.00	CONSULTING SERVICES PAY STUDY		
		VENDOR TOTALS		REG. CHECK				4,400.00	4,400.00CR	0.00
								4,400.00	0.00	

01-2639	WELTER STORAGE EQUIPMENT CO									
	I M116499	ARMS FOR 2 STOOLS	AP		R	7/17/2015		80.00	80.00CR	
		G/L ACCOUNT						80.00		
	630 5-822-2-65060	OFFICE SUPPLIES					16.00	ARMS FOR 2 STOOLS		
	640 5-826-2-65060	OFFICE SUPPLIES					16.00	ARMS FOR 2 STOOLS		
	600 5-811-2-65060	OFFICE SUPPLIES					16.00	ARMS FOR 2 STOOLS		
	610 5-815-2-65060	OFFICE SUPPLIES					16.00	ARMS FOR 2 STOOLS		
	670 5-840-2-65060	OFFICE SUPPLIES					16.00	ARMS FOR 2 STOOLS		
		VENDOR TOTALS		REG. CHECK				80.00	80.00CR	0.00
								80.00	0.00	

PACKET: 02055 Council Mtg 072015 AL

VENDOR SET: 01

VENDOR SEQUENCE

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

01-2640	WENDLING QUARRIES INC									
I 597840		3.27 TN SAND, 18.81 TN ROCK AP			R	8/16/2015		197.78	197.78CR	
		G/L ACCOUNT						197.78		
	001 5-210-2-65070	OPERATING SUPPLIES					197.78	3.27 TN SAND, 18.81 TN ROCK		
	VENDOR TOTALS			REG. CHECK				197.78	197.78CR	0.00
								197.78	0.00	

01-2650 WESCO RECEIVABLES CORP

I 105638		POP N WORK TENT	AP		R	8/16/2015		1,614.63	1,614.63CR	
		G/L ACCOUNT						1,614.63		
	630 5-820-2-65100	SAFETY					1,614.63	POP N WORK TENT		
	VENDOR TOTALS			REG. CHECK				1,614.63	1,614.63CR	0.00
								1,614.63	0.00	

01-2700 XERCX CORPORATION

I 080319557		COPY CHARGES	AP		R	8/16/2015		1,126.71	1,126.71CR	
		G/L ACCOUNT						1,126.71		
	835 5-899-2-65070	OPERATING SUPPLIES					1,126.71	COPY CHARGES		
	VENDOR TOTALS			REG. CHECK				1,126.71	1,126.71CR	0.00
								1,126.71	0.00	

01-2735 ZEE MEDICAL INC

I 0158691600		1ST AID SUPPLIES	AP		R	8/16/2015		144.55	144.55CR	
		G/L ACCOUNT						144.55		
	810 5-899-2-65070	OPERATING SUPPLIES					53.07	1ST AID SUPPLIES		
	630 5-820-2-65070	OPERATING SUPPLIES					40.41	1ST AID SUPPLIES		
	640 5-825-2-65070	OPERATING SUPPLIES					20.20	1ST AID SUPPLIES		
	001 5-620-2-65980	MISCELLANEOUS					30.87	1ST AID SUPPLIES		
	VENDOR TOTALS			REG. CHECK				144.55	144.55CR	0.00
								144.55	0.00	

PACKET: 02055 Council Mtg 072015 AL

VENDOR SET: 01

----- REPORT TOTALS -----

FUND DISTRIBUTION

FUND NO#	FUND NAME	AMOUNT
001	GENERAL GOVERNMENT	52,883.87CR
600	WATER OPERATING	16,529.96CR
610	WASTEWATER/AKA SEWER REVE	13,206.41CR
630	ELECTRIC OPERATING	10,156.63CR
640	GAS OPERATING	3,720.00CR
660	AIRPORT OPERATING	50.38CR
670	GARBAGE COLLECTION	23,672.67CR
750	CEMETERY ENTERPRISE	49.70CR
810	CENTRAL GARAGE	8,875.62CR
835	ADMINISTRATIVE SERVICES	7,575.60CR
** TOTALS **		136,720.84CR

----- 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		136,720.84	136,715.83CR	0.00
		136,720.84	5.01CR	
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		136,720.84	136,715.83CR	0.00
		136,720.84	5.01CR	

TOTAL CHECKS TO PRINT: 40

ERRORS: 0 WARNINGS: 0

AGENDA ITEM # L – 2

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	July 20, 2015
AGENDA ITEM:	Economic Development Director
ACTION:	None

SYNOPSIS: The Tipton Development Commission is recommending the hire of Linda Beck as the new economic development director. The offer was made to Linda for \$45,000 a year with an additional \$1,000 after the successful completion of one year in the position. She will also receive 2 weeks' vacation to start with an additional week after successful completion of one year in the position.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Manager

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 7/17/15

AGENDA ITEM # L – 3

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	July 20, 2015
AGENDA ITEM:	Police Chief Annual Review
ACTION:	None

SYNOPSIS: It is my understanding that the Police Chief has received a positive review from the Mayor. The Police Chief has elected to keep his review in open session.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Manager

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 7/17/15

AGENDA ITEM # L - 4

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	July 20, 2015
AGENDA ITEM:	City Manager Annual Review
ACTION:	Motion

SYNOPSIS: I did not receive an actual review sheet from everyone, but I did not receive less than a four from any of the reviews that were submitted. I have enclosed the final report from the Institute of Public Affairs that was used to establish the goals and objectives for the past year. I would like to use this time to re-evaluate the goals and objectives that the City Council would like me to work towards completing for the next calendar year. I have also chosen to keep my review in open session.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Manager

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 7/17/15

City of Tipton, Iowa Goal Setting Report

August 18, 2014

Mayor:
Shirley Kepford

City Council:
Dean Anderson
David Fry
Sawn Siech
Pam Spear
Leanne Zearly

City Staff:
Chris Nosbisch, City Administrator



Facilitated by:
Jeff Schott
Institute of Public Affairs
University of Iowa

**CITY OF TIPTON, IOWA
GOAL SETTING SESSION
2014**

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CITY OF TIPTON, IOWA GOAL SETTING SESSION 2014

Introduction

The City of Tipton requested the Institute of Public Affairs (IPA) to assist the city with goal setting. IPA agreed to organize and facilitate a process that involved the following steps:

1. Prepare a questionnaire to identify recent accomplishments, issues/trends/concerns, potential new initiatives/programs/policies and suggestions to improve organizational effectiveness.
2. Conduct a preliminary session with department heads.
3. Conduct a goal-setting session with the elected officials.
4. Preparation of this final report.

Goal Setting Work Session

City Council Members and the Mayor held a goal setting work session conducted by the IPA on August 18, 2014. In attendance and participating at this meeting were Mayor Shirley Kepford and City Council Members Dean Anderson, Dawn Siech, and Pam Spear. Also present and participating were City Manager Chris Nosbisch, Deputy City Clerk Amy Lenz, Police Chief Heath Holub, Electric Superintendent Floyd Taber, Director of Public Works Steve Nash, Recreation Director Adam Spangler, Economic Development Director Abby Kissling, Water and Wastewater Superintendent Mark Wild, Ryan Brennan (Streets Department), Clay Johnson (Central Garage), Tawnya Johnson (Electric Department), Virgil Penrod (Gas Department), and Eldon Downs (Public Works Department).

A preliminary session with department heads was held on August 12, 2014. Present and participating in this session were City Manager Chris Nosbisch, City Clerk/Finance Officer Lorna Fletcher, Police Chief Heath Holub, Electric Superintendent Floyd Taber, Director of Public Works Steve Nash, Recreation Director Adam Spangler, Economic Development Director Abby Kissling, Water and Wastewater Superintendent Mark Wild and Ambulance Director Brett Becker

Major Accomplishments

The following were identified as major city accomplishments during the past two years:

- Continued downtown revitalization incentive program
- Three business expansions:
 - Cedar Poly
 - O'Rourke Ford
 - David's Famous Gourmet Frozen Custard
- Brine Building at Public Works
- Tree program
- Storm clean-ups
 - Well-structured
 - Outstanding job working together
- Cemetery clean-up and progress
- New fire station
- City building upgrades:
 - Police Dept remodel
 - City Hall improvements
 - Electric and gas offices to old fire station
- Clean-up in various depart. areas
- Electric utility improvements:
 - Rebuilt Engine #3
 - New 69KV substation and engines
- Identifying Aquatic Center issues & repairs
- Worker improved safety equipment usage
- Large equipment purchases:
 - Bucket truck (for electrical)
 - Street sweeper
 - Garbage truck
 - Police cars
 - Fire Department vehicle
 - Brush truck
- K-9 Unit and vehicle – obtained through donations
- Hiring of personnel:
 - Electric Superintendent
 - Ambulance Director
- 28E Agreement with school – facility usage agreement
- Developed Capital Improvements Program
- Street projects
 - Updated 5 year Street Construction Plan
- New residential housing
- Movies in the park
- Completed recodification of City Code
- New improved website – shared with Chamber of Commerce, TEDCO
- Wireless emergency notification program initiated
- Airport Layout Plan developed and adopted

Major Accomplishments, continued

- Water tower cleaned
- Improved code enforcement activities
- Community newsletter developed and distributed
- New logos
- Open coffees to enhance communication between city and public

Issues, Concerns, Trends and Opportunities

The following were identified as issues, concerns, trends, and opportunities that may affect future city services, policies, finances or operations:

- Garbage/recycling rates
- Aquatic facilities and maintenance
- City debt too high/debt service limit
- Continuing increase in cost of services
- Recent state property tax reform legislation will impact city revenues – could impact city services
- Street conditions
- Sewer conditions
 - Infiltration/Inflow (I/I) issues
 - DNR/EPA regulations impact on sewer/water services – potentially very expensive to meet new requirements
 - Need for certain sewer equipment
- Infrastructure needs overlooked for feel good items
- Different city department need to continue to work together
- Employee involvement needed in more areas
 - Rank and file still forgotten in some areas
- Trend looking good for growth
- Stagnant population growth
- Business retention
- Downtown vacancies
- Ambulance rates
- Council Chambers not handicap accessible
- Service sharing/consolidation opportunities

On-Going Commitments/Priorities

The following were identified as on-going city commitments/priorities for the upcoming 24 month period:

- Street improvements
- Airport land acquisition
- Enhance Equipment Replacement Funding
- Aquatic Center Upgrades and Maintenance
- Sewer Maintenance/Infiltration & Inflow remediation
- City Hall Addition – front end security
- Continue economic development programs
 - Complete economic development strategic plan
 - Housing Needs Assessment
- Conversion to radio-read metering
- Wage and benefit study

New Priority Projects, Programs, Policies and Initiatives

The Mayor and City Council were asked to identify potential new projects, programs, policies and initiatives for consideration as priorities for the upcoming 24 month period. After review and discussion, the Mayor and City Council selected the following as new priorities for the planning period (listed in priority order by the number of votes received):

- 1 (Tie) Council Chambers – location, handicap accessibility, etc.
- 1 (Tie) Review utility and other rates on a regular basis
 - Garbage/recycling rates
 - Ambulance rates
- 3 (Tie) Implement wage and benefit study recommendations
- 3 (Tie) Establish sewer cleaning/inspection regimen; develop sewer improvement plan

Possible #5 Industrial Park development - infrastructure planning
(depending on whether Council Member Fry selects this as a priority)

A complete list of all programs and initiatives considered by the Mayor and City Council members is attached as **Exhibit A**.

Organizational Effectiveness

The Mayor and City Council reviewed a variety of ideas relating to improving organizational effectiveness to accomplish the selected goals and priorities. After review and discussion, the Mayor and City Council selected the following steps to improve organizational effectiveness:

- Continue departmental cooperation
- Team training
- Continue to utilize workshops when possible
- Emphasize staff training and professional development
- Provide more employee recognition
- Evaluate service-sharing opportunities

Note: The agenda for the Goal Setting Session and the Preliminary Questionnaire are attached to this report as **Exhibits B** and **C** respectively.

Final Comments

It was a pleasure to assist the City of Tipton with this goal setting process. I was very impressed with the level of cooperation and positive attitudes exhibited at this session.

It is important to note that the prioritization of projects and initiatives is not “cast in stone.” They can be modified as new circumstances may occur.

It is recommended that city staff prepare an “action plan” for accomplishing the planning goals. The action plan would define the steps that would be needed to accomplish each goal, identify who is responsible for implementation, and establish a timeline for accomplishment. The action plan should then be presented to the Mayor and City Council for review and approval. It is also recommended that staff review with the Mayor and City Council the status of implementing the goals on a quarterly basis.

Jeff Schott
Institute of Public Affairs
University of Iowa
August 22, 2014

Exhibit A

City of Tipton
Goal Setting Session – 2014

SIGNIFICANT INITIATIVES OR PROGRAMS CONSIDERED

- Implement wage and benefit study recommendations
- Dept. Head salaries
- Additional Parks & Rec programming
- Develop program for upgrading park facilities
- Review utility and other rates on a regular basis
 - Garbage/recycling rates
 - Ambulance rates
- Council Chambers – location, handicap accessibility, etc.
- Review/enhance downtown revitalization incentive programs
- Sidewalk incentives – review and update current program; publicize
- Tree replacement programs
- Industrial Park development - infrastructure planning
- Walk/bike paths – West Drainage Trail construction
- Community Center
- Establish storm water utility to be used for I/I projects
- Establish sewer cleaning/inspection regimen; develop sewer improvement plan
- Start conversion to underground electric utility lines
- Update Comprehensive Plan
- Adopt Rental Housing Code

Exhibit B

AGENDA

**GOAL SETTING SESSION
CITY OF TIPTON
MONDAY, AUGUST 18, 2014
CITY HALL
5:30 - 8:30 PM**

1. Introductions and Opening Comments
 - a. Name, Tenure, and Background
2. General Overview of the Meeting and the Goal Setting Process
 - a. The Ground Rules for this session
3. Progress Report and Update – 2013 Goal Setting Report
4. Update regarding status of 2013 goals/priorities
5. Discussion regarding City's recent major accomplishments (2012 – 14)
6. Review and Discuss Issues, Concerns, Opportunities, and Trends
7. Review/Confirm Continuing Commitments/ On-Going Priorities
8. New Programs, Policies, Projects and Initiatives
 - a. Review Results of Questionnaire
 - b. Selection of Priorities
 - c. Implementation discussion
8. Organizational Effectiveness
 1. Review Results of Questionnaire
9. IPA Report to the Mayor and City Council – 2014 Goal Setting Process
 - a. Development of Action Plan
 - b. Importance of Quarterly Updates
10. Questions, comments, and suggestions
11. Adjourn

Exhibit C

CITY OF TIPTON
GOAL SETTING SESSION – 2014

QUESTIONNAIRE

INTRODUCTION

The City of Tipton's Goal Setting Session will be held on Monday, August 18, at City Hall. The purpose of the session will be to identify and prioritize the City's overall goals and objectives for the next two years.

In order to prepare for this session, you are requested to identify key issues and potential objectives that will be reviewed and discussed at the session. Please complete all sections of this questionnaire. If you need additional space, please feel free to attach additional page(s).

Major Accomplishments

Please list the major city accomplishments over the past two years. These accomplishments could be as large as a street project or as simple as a newly adopted city policy. The items do not need to be in any particular order.

Issues, Concerns, Trends, and Opportunities

Please list specific issues, concerns, trends, and opportunities that affect future city services, policies, finances or operations (for example, loss of population, major new economic development success or resolving a policy question). You do not need to identify potential solutions to your concerns.

Significant Initiatives or Programs

Please list any initiatives, programs or policies that you think the City should consider in the next two years (for example, downtown revitalization, updating employee job descriptions, adopting a policy on open burning, conducting an annexation study, reviewing water and sewer rates, etc.)

Organizational Effectiveness

Please list several things that the Mayor/City Council and/or staff could do in the future to improve organizational effectiveness, decision-making process, teamwork and the ability to accomplish the City's stated goals and objectives.

RETURN OF QUESTIONNAIRE

Please return this questionnaire to Chris Nosbisch by **Tuesday, July 22.**

AGENDA ITEM # L - 5

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	July 20, 2015
AGENDA ITEM:	Testing for RICE NESHAP
ACTION:	Motion

SYNOPSIS: At the last Council meeting, Donna Oehm was hired to help complete the necessary paperwork for the RICE NESHAP compliance review. City staff also bid the actual testing for the compliance review and are now recommending Donna Oehm to complete the compliance testing for \$15,000.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Manager

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 7/17/15

Tipton Municipal Electric Utility conducted an initial performance test in November 2012 and requires subsequent performance testing every 3 years. For compliance with the RICE NESHAP regulation, the following is to be performed in accordance with our testing requirements:

Specifically:

1. Review our compliance documents and procedures as it pertains to the RICE rule
 - a. Verify records from installation and initial testing, identifying missing documents
 - b. Offer guidance for ongoing compliance
 - c. Preparation of Site-Specific Monitoring Plans for 3 engines
2. Train operators how to download from the monitors as a refresher course
3. Provide fresh batteries and replace in the monitors, notating expiration dates from their packaging.
4. Coordinate the performance test, making sure all the data required is collected
 - a. If the test company is sub-contracted to do the test, the main contractor then supervises the procedures of the sub-contractor to assure collection of pertinent information
 - b. Testing consists of three (3) one-hour runs with calibration of test equipment in between. Methods 3A and 10 are to be utilized. Engines to remain at full load $\pm 10\%$ with continuous operation. This typically results in 4 hours of run time per engine.
5. Provide and document one of the required annual audits of the monitoring system at the time of the performance test
 - a. Thermocouple verification with separate thermocouple to exhaust stream
 - b. Backpressure verification with manometer to inlet and outlet ports
6. Provide compliance documents
 - a. Notice of Intent to test, prepared for Electric Superintendent's signature
 - b. Test Protocol
 - c. Test Results in a bound format
 - d. Notice of Compliance Status Report with a comparative narrative from the initial performance test, made ready for Electric Superintendent's signature
7. Submit all signed documents via email and postal service to the IDNR and EPA Region 7 with a signed copy for Tipton Municipal Utilities files.

A certificate of insurance naming the City of Tipton as additional insured is required prior to testing date.

Tipton Electric Department will assist and be responsible for the following items if needed:

- ❖ Determination of which engines require testing on a 3-year / 5-year basis
 ≥100 total operating hours = 3 years <100 total operating hours = 5 years
 Tipton will supply and maintain engine logs substantiating operating hours
- ❖ Safe operation of the engine(s)
- ❖ Catalyst element cleaning prior to test, as needed
- ❖ Recording type and quantity of fuel used during test
- ❖ Recording kW generated during test
- ❖ Supplying 50A 240V single phase power for the Test Company as needed
- ❖ Providing bucket truck, lift, or safe means to access farthest outlet port of stack



Power Plant Compliance

Power Plant Compliance, LLC

Donna Oehm

289 10th Rd.

Oketo, KS 66518

(785) 556-0980

15 June 2015

Floyd Taber, Electric Superintendent
City of Tipton Electric Department
407 Lynn St
Tipton Iowa 52772

Dear Floyd,

With reference to our phone conversation Friday June 12th, Power Plant Compliance proposes to assist Tipton Electric Department with subsequent performance testing and compliance with the RICE NESHAP regulation.

Specifically:

1. Review your compliance documents and procedures as it pertains to the RICE rule
 - a. Verification of records
 - b. Offer guidance for ongoing compliance
 - c. Preparation of Site-Specific Monitoring Plans for 3 engines
2. Train operators how to download from the monitors as a refresher course
3. Provide and replace batteries in the monitors
 - a. Batteries are 5 year life span; however, unknown how long they were on shelf in inventory
 - b. If electric power fails while battery is exhausted, software program in monitor may not recover
4. Coordinate the performance test, making sure all the data required is collected
 - a. Power Plant Compliance subcontracts the test company and supervises the procedures to assure collection of pertinent information
 - b. Testing consists of three (3) one-hour runs with calibration of test equipment in between. We ask that the engine remain at full load $\pm 10\%$ with continuous operation. This typically results in 4 hours of run time per engine.
5. Provide one of the required annual audits of the monitoring system at time of performance test
 - a. Thermocouple verification with separate thermocouple to exhaust stream
 - b. Backpressure verification with manometer to inlet and outlet ports
6. Provide compliance documents
 - a. Notice of Intent to test, prepared for Responsible Party signature
 - b. Test Protocol
 - c. Test Results in bound format
 - d. Notice of Compliance Status Report, ready for signature
7. Submit the signed documents via email and postal service to IDNR and EPA Region 7 with copy for Tipton Electric Department files.

A certificate listing City of Tipton as additional insured will be provided prior to test date.

Tipton Electric Department to be responsible for:

- ❖ Determination of which engines require testing on a 3-year / 5-year basis
 - ≥100 total operating hours = 3 years
 - <100 total operating hours = 5 years
 - Must have logs substantiating operating hours
- ❖ Safe operation of the engine(s)
- ❖ Catalyst element cleaning prior to test, if needed
- ❖ Recording type and quantity of fuel used during test
- ❖ Recording kW generated during test
- ❖ Supplying 50A 240V single phase power for test company
- ❖ Providing bucket truck, lift, or safe means to access farthest outlet port of stack

Power Plant Compliance proposes the aforementioned performance test to take place beginning Tuesday, November 3, 2015 and continuing that week until each engine has completed testing. Two engines per day can be tested.

Compliance Review & Preparation of 3 Site Specific Monitoring Plans: \$2,000.00

Performance Testing, Battery Changes and Documentation for 3 Engines: \$15,000.00

Floyd, for the compliance review and preparation of the Site Specific Monitoring Plans, this portion would take place immediately (prior to July 15th). It has been noted that other installations by Fairbanks-Morse received owner's manuals; however, the balance of the compliance was left to the Superintendent to complete.

A simplified agreement is attached should Tipton choose to hire Power Plant Compliance to assist with the upcoming performance test and compliance requirements. I have enjoyed working with your crew in the past and hope to continue our relationship for years to come. If you require any further information, feel free to contact me.

Sincerely,

Power Plant Compliance, LLC

Donna Oehm

Donna Oehm, Founder

Acceptance Agreement

15 June 2015

Between:

Power Plant Compliance, LLC
289 10th Rd.
Oketo, KS 66518

and

City of Tipton
407 Lynn St.
Tipton, IA 52772

The prior two pages are included as part of this agreement. This agreement can be canceled by either party with 5 days' written notice. Cancellation within 5 days may result in mobilization fees.

Payment to be made to Power Plant Compliance, LLC
\$500 to initiate contract with balance due 30 days after performance test date, or submission of Notice of Compliance Status Report, whichever comes first. If Review and Plans only, balance due upon receipt of SSMP binders. Sales tax to be added, where applicable.

Compliance Review & Preparation of 3 Site Specific Monitoring Plans: \$2,000.00

3 engines tested in one mobilization: \$15,000.00 (\$5,000 each engine)

Total: \$17,000.00

(please include sales tax exemption certificate, if applicable)

Purchase Order Number: _____

Printed Name and Title

Signature

Date



Power Plant Compliance

Donna Oehm, Founder

Printed Name and Title

Donna Oehm

15 June 2015

Signature

Date



Master Service Agreement - #8624

Master Service Agreement (MSA) for professional environmental services between AeroMet Engineering, Inc., a Missouri corporation, (hereinafter, "AeroMet"), and Tipton, IA City Utilities (hereinafter, "Owner").

This contract is to confirm our mutual agreement that AeroMet will provide certain emissions testing and consulting services to Owner in connection with a variety of the Owner's projects upon the terms and conditions hereinafter described.

- 1. Description of Services.** Owner is engaging AeroMet to provide emissions testing and related consulting services to Owner. Such services may be requested by verbal or written direction by authorized representatives of the Owner. AeroMet will respond in writing to requests with a Proposal of Services. The Proposal of Services shall define the scope of work, cost and schedule estimates, and any special provisions required by the nature of the professional services to be performed for the specified project. The Proposal of Services (hereinafter, "Services") to be performed under this Agreement is reflected in Attachment A, and may be followed by further Proposal of Services subject to this Master Service Agreement.
- 2. Duration of Services.** The Services shall commence on the date Owner accepts this agreement in the space provided below and shall continue until the earlier of: (a) the date of completion of the Services; or (b) the date seven (7) days following written notice from either party to the non-terminating party that this agreement is terminated, with or without cause. In the event of termination, Owner must compensate AeroMet for a pro-rated portion of the Services provided prior to the date of termination and AeroMet must provide Owner (at the Owner's expense) with a hard copy of any project-related documents that Owner desires to receive.
- 3. Compensation for Services.** AeroMet shall be compensated by the Owner for the Services on a lump sum and/or time and materials basis as specified in Attachment A. AeroMet shall submit invoices to Owner for payment. Owner shall pay the full amount of each invoice within 60 days of AeroMet's invoice date. If payment is not received when due, AeroMet has the right to suspend services to the Owner, and to terminate the contract at any time if payment is not made after such suspension. Furthermore, AeroMet may recover interest (1.5% per month) on past due amounts and/or recover legal fees necessary to collect payment.

4. **No Assignment.** Neither party may assign its rights and obligations under this Agreement without the prior written consent of the non-assigning party. Any assignment in violation of this restriction shall be null and void.
5. **Cooperation.** Owner agrees to cooperate to the best of its ability with AeroMet in connection with the Services to be provided hereunder. Owner shall provide all information within Owner's possession that is reasonably required and requested by AeroMet for the Project and shall appoint a representative familiar with the Project to respond to inquiries, provide information, and to act as a liaison between Owner and AeroMet. The Owner's representative shall have the authority to bind the Owner. AeroMet may reasonably rely upon the accuracy and completeness of all information furnished by or on the behalf of the Owner without need for verification.

The Owner's Representative will examine all submittals made by AeroMet and render decisions pertaining thereto within a reasonable time so as not to delay the services of AeroMet. Whenever the Owner's Representative may observe or otherwise become aware of any defective execution of the work, he or she shall give prompt notice to AeroMet.

Owner appoints the following individual to act as its representative.

Owner's Representative: Floyd Taber

6. **Notices.** All notices required or permitted under this agreement shall either be personally delivered or placed in the United States mail, first class postage prepaid, and shall be deemed received upon the earlier of the date of actual receipt or forty-eight (48) hours after being placed in the United States mail. Such notices shall be sent to the parties at the addresses below.

City of Tipton, IA
407 Lynn St.
Tipton, IA 52772
Attn: Floyd Taber

AeroMet Engineering, Inc.
107 Adams Street
Jefferson City, MO 65101
Attn: Andrew Samson

7. **No Partnership.** Notwithstanding anything to the contrary herein contained, this agreement does not and shall not be construed to create any partnership whatsoever between AeroMet and Owner.
8. **Dispute, Collection and Jurisdiction.** Should a dispute arise concerning the collection of any amount due and owing from Owner to AeroMet, AeroMet shall be entitled to receive, and Owner agrees to pay, any and all costs of collection, including, but not limited to, attorney fees, filing costs and other costs of litigation. This Agreement shall be governed by the laws of the State of Missouri. The parties agree that all actions or proceedings instituted by either party hereunder shall be brought in a court of Competent Jurisdiction in Cole County, Missouri. Owner waives, insofar as permitted by law, trial by jury in any action between the parties hereto.

9. **Ownership of Documents.** Owner acknowledges that all reports, drawings, plans, specifications, and other similar documents are instruments of professional service and not products. AeroMet retains ownership of all documents resulting from the Services rendered in this Agreement until final and complete payment is made by Owner and received by AeroMet. Following final payment, AeroMet shall not be deprived of the right to retain reproducible copies of the instruments of service and the right to reuse information contained in them in the normal course of AeroMet's practice. Furthermore, following final payment, the Owner recognizes that the instruments of service shall not be reused for additions, modifications or renovations on this Project or for any new project without an evaluation of the documents in relation to applicable codes and standards by a legally competent agent of the Owner. The Owner agrees to waive any claim against AeroMet and to defend, indemnify and hold AeroMet harmless from any claim or liability for injury or loss allegedly arising from reuse of AeroMet's design or instruments of service including, specifically, any claims alleging AeroMet's own negligence. The Owner further agrees to compensate AeroMet for any time spent or expenses incurred by AeroMet in defense of any such claim, in accordance with AeroMet's prevailing fee schedule and expense reimbursement policy.
10. **Third Parties.** AeroMet shall not be responsible for the acts or omissions of third parties, including, without limitation, any construction or remediation contractor, or subcontractor, or any of their agents, representatives, officers, directors, principals or employees, or any other persons, at the site or otherwise performing any of the Contractor's work and the Owner agrees that AeroMet will be named as an additional insured on any policy of insurance the Owner has with any such third parties. AeroMet shall not undertake any of the responsibilities of the Contractor, subcontractors or Contractor's superintendent, to expedite the work. Nor shall AeroMet be responsible for any aspect of the means, methods, sequences, techniques, procedures of construction, safety precautions, or programs.
11. **Opinion of Probable Construction Cost.** Since AeroMet has no control over the cost of labor, material, or equipment, or over a contractor's method for determining prices, or over competitive bidding or market conditions, his/her opinions of probable construction cost or total project cost are made on the basis of his/her experience and qualifications. These opinions of probable cost represent AeroMet's judgment as an experienced and qualified professional firm and do not guarantee the actual project costs.
12. **Force Majeure.** Neither party shall be liable for its failure to perform acts required under this Agreement in the event that either party is delayed or hindered in or prevented from the performance of such acts by reason of strikes, lockouts, labor troubles, inability to procure materials, land acquisition difficulties, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or other reason of a like nature not the fault of the party delayed in performing acts required under the terms of this Agreement.

13. **Indemnification.** To the fullest extent permitted by law, AeroMet shall indemnify and save harmless OWNER, OWNER'S officers, directors, partners, employees and agents, from and against any and all claims, costs, losses and damages (including but not limited to all fees of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of or breach of this Agreement by AeroMet or AeroMet's officers, directors, partners, employees and agents and AeroMet's subconsultants in the performance and furnishing of AeroMet's services under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and save harmless AeroMet, AeroMet's officers, directors, partners, employees and agents and AeroMet's subconsultants from and against any and all claims, costs, losses and damages (including but not limited to all fees of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of or breach of this Agreement by the OWNER or OWNER's officers, directors, partners, employees and agents and OWNER's consultants with respect to this Agreement or Project.

14. **Limitation of Liability.** OWNER and AeroMet have discussed the risks and rewards associated with this project, as well as AeroMet's fee for services. Based on these discussions, and notwithstanding any other provision of this Agreement to the contrary, OWNER and AeroMet agree as follows:
- a. OWNER and AeroMet shall allocate certain of the risks so that, to the fullest extent permitted by law, AeroMet's total aggregate liability to OWNER is limited to \$100,000 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include but are not limited to, AeroMet's errors, omissions, strict liability, statutory liability, breach of misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute.
 - b. OWNER and AeroMet shall allocate certain of the other risks so that, to the fullest extent permitted by law, OWNER shall limit AeroMet's total aggregate liability to all third-parties, including contractors, subcontractors at all levels, materialmen, and others involved in OWNER's project, as well as persons and other entities not involved in the project (excluding AeroMet's subconsultants, and subcontractors) to \$100,000 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to AeroMet's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute.
15. **Permits and Approvals.** AeroMet shall help OWNER obtain the permits and approvals typically required. AeroMet shall complete and submit to the

appropriate parties forms indicating the results of certain services included in the scope of service. AeroMet is available to provide additional services as needed, including special tests and research studies, preparation of special documentation, and development and delivery of fact or expert witness testimony. OWNER and AeroMet agree to discuss the scope, fee, and expenses associated with such additional services before AeroMet performs them.

16. **Entire Agreement.** No change or modification of this agreement shall be valid unless the same is in writing and signed by the parties hereto. There are no promises, agreements, conditions, undertakings, and representations, either written or oral, express or implied, between the parties hereto other than as set forth herein. This agreement is an integration of all prior and contemporaneous promises, agreements, conditions, undertakings, and representations between the parties hereto. There are no warranties between AeroMet and Owner, express or implied.
17. **Termination.** This Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

If this Agreement is terminated prior to completion of Services, Owner shall compensate Aeromet for all services provided and expenses incurred prior to receiving notice and AeroMet must provide Owner with a summation and results of services provided prior to receiving notice.

Notwithstanding termination of this Agreement for any reason, the provisions in the following paragraphs shall survive termination and be fully enforceable by the parties: 5. *Cooperation*, 6. *Notices*, 8. *Dispute, Collection and Jurisdiction*, 9. *Ownership of Documents*, 10. *Third parties*, 12. *Force Majeure*, 13. *Indemnification*, 14. *Limitation of Liability*.

18. **Insurance.** AeroMet agrees to have in place the following insurance coverage at the project onset and throughout the length of the project.

Insurance Type	Limit of Insurance
Personal Injury	\$1,000,000
Medical Expenses (Per Person)	\$5,000
Fire Legal Liability (Any One Fire or Explosion)	\$100,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate (Other Than Products/Completed Operations)	\$2,000,000
Automobile Liability	\$1,000,000
Workman's Compensation & Employer's Liability	\$500,000
Professional Liability	\$1,000,000
Commercial Umbrella Liability	\$1,000,000

19. **Acceptance of Agreement.** This Agreement can be accepted only by signing the Acceptance set forth below and returning said copy via fax (573-636-6394) or mail (107 Adams Street, Jefferson City, MO 65101) within thirty (30) days of the date hereof. Unless so accepted by such date, the same shall be null and void.

AeroMet Engineering, Inc..

Signature: _____

Printed Name: Tom Scheppers

Title: President

Date: _____

"AeroMet"

ACCEPTANCE

Intending to be legally bound Owner, on its own behalf and for its successors and assigns, hereby accepts the foregoing Agreement and agrees to pay and perform the undertakings of Owner described therein.

Signature: _____

Printed Name:

An Authorized Representative of the Owner

Title:

Date: _____

"OWNER"

ATTACHMENT A

Proposal of Services



Wednesday, July 8, 2015

Mr. Floyd Taber
Electric Superintendent
City of Tipton, IA
407 Lynn St.
Tipton, IA 52772

**RE: Compliance Emissions Testing Proposal
And Cost Estimate.
Proposal of Services #8624**

Mr. Taber:

AeroMet Engineering, Inc. (AeroMet) appreciates the opportunity to present this proposal for professional testing services to assist the City of Tipton (CLIENT) in completing testing at their facility located in Tipton, IA. AeroMet will conduct testing for compliance purposes.

Source	Testing
3 catalysts	CO Reduction according to subpart ZZZZ (RICE NESHAP)

COST ESTIMATE AND TERMS OF SERVICE

The cost estimate provided below assumes that the aforementioned test can be performed in three (3) days including mobilization.

Budgetary Quote:

Estimated Project Total	\$8,400
--------------------------------	----------------

If, due to delays, or if CLIENT requests additional testing not included in the original scope of services, the additional effort will be billed on a time and materials basis at a rate of \$75 per man-hour for the test team plus the cost of any expenses, travel, per diem, equipment charges, etc.

Additional Pricing:

Additional Mobilization	\$2,500
Daily Delay*	\$4,000
Delays* or Additional Testing	\$75/man-hour

*For a Definition of Delays See Attachment: *Out-of-Scope Work*.

CLIENT's Responsibilities:

- Have sampling ports in the stack at locations specified by USEPA Method 1.
- Provide safe and reasonable access to the test location (e.g., OSHA-approved ladders, platforms, scaffolding, man lift, etc.).
- Provide ample (3x15x110V) electrical power within 100 feet of the test platform
- Operate the subject process at the operating conditions specified by the air pollution agency, applicable air pollution regulations, or predetermined operating rate.
- Record and provide AeroMet will all the necessary production and process control data to be included in the final report.

AeroMet's Responsibilities:

- AeroMet will prepare and transport all necessary equipment to the site.
- Preliminary results may be available onsite, but should not be considered final until they have been reviewed by our QA
- Perform analysis of the collected sample. All analysis will be conducted in accordance with the applicable standards.
- Compile all data, perform necessary emissions calculations, develop emission factors, and prepare a detailed report.

GENERAL CONDITIONS

AeroMet Engineering is committed to performing the proposed work in an efficient and timely manner. A three-day field schedule is proposed. Once CLIENT has agreed to a field test date, a reschedule within a 2-week period of the agreed test date may result in lost opportunity costs and/or pretest costs to AeroMet. Each reschedule by CLIENT within this two-week period may result in additional charges. Any alternative scheduling shall be mutually agreed upon between AeroMet and CLIENT.

It is our understanding that CLIENT will provide AeroMet with all available information pertinent to the assignment identified herein. AeroMet shall rely on information made available by CLIENT as accurate without independent verification.

Upon authorization by signature, this Proposal of Services is subject to the conditions of Master Services Agreement #8624.

To accept the services listed in this proposal, please sign and return (via mail or fax) the *Proposal of Services Authorization* attached to this document. If there are any questions regarding this proposal, please contact AeroMet Engineering, Inc. at (573) 636-6393.

Sincerely,



Andrew A. Samson
Project Manager
Stack Testing Division
Attachments

Proposal of Services Authorization

This constitutes an authorization by:

Mr. Floyd Taber
Electric Superintendent
City of Tipton, IA
407 Lynn St.
Tipton, IA 52772

For the performance of services as specified in the attached Proposal of Services #8624, which is hereby subject to the terms and conditions established in *Master Services Agreement - #8624*

The return of one signed copy of this document will effect this agreement.

AeroMet Engineering, Inc.

CLIENT



Andrew A. Samson
Project Manager

(Printed Name)

(Signature)

(Title)

(Date)



AeroMet
Engineering, Inc.
Solutions for a Changing Environment

Out-of-Scope Work

Delays That Constitute "Out-of-Scope" Work For stack Testing Projects Conducted by AeroMet Engineering, Inc. Test Teams

Any delays not caused by the action/inaction of AeroMet Engineering, Inc. (AeroMet) personnel (i.e. not within AeroMet's control), that result in additional time and expense required to complete all required testing will be considered "out-of-scope" work requiring additional compensation from the client beyond the basic authorized project amount. Delays not within AeroMet's control include, but are not limited to:

- Irregular and/or interrupted process operations;
- Process malfunction;
- Fires;
- Strikes (labor disputes between the client and the client's employees that disrupt the testing work);
- Inclement weather (showers excluded; thunderstorms not) and other acts of God; and
- Such other circumstances that are not within AeroMet's control and that result in a significant increase in the labor effort and expenses incurred by AeroMet's test team in conducting the test work.

The AeroMet test team will maintain a field log book to document all test activities, including delays that may occur as described above.

AGENDA ITEM # L - 6

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	July 20, 2015
AGENDA ITEM:	Cemetery Rules and Regulations
ACTION:	Motion

SYNOPSIS: These are the rules that have been suggested by the cemetery committee. Councilpersons Spear and Fry are you Council liaison's to the committee.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Manager

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Cemetery Rules

PREPARED BY: Chris Nosbisch

DATE PREPARED: 7/17/15

TIPTON MASONIC CEMETERY

EST4/8/15

Rules for Visitors:

- The cemetery is open to visitors at all times between the hours of sunrise and sunset.
- Visitors are forbidden to pick any flowers (either wild or cultivated); injure any shrub, tree or plant; or mar or deface any monument, stone or structure in the cemetery.
- Vehicles traveling within the cemetery shall proceed at a speed not to exceed ten (10) miles per hour.
- Dogs will be permitted. They must be cleaned up after and under control of their owner at all times.
- Firearms will not be allowed at the cemetery except at military funerals.
- The spreading of ashes above ground is prohibited.

Decorating of graves:

- Any flower that sets into or on the floral containers on the tombstones will be permitted at all times, but will be removed when they become unsightly.
- Only annual flowers may be planted. Flowers should be planted as close to the tombstone as possible. It will be the responsibility of the planter to keep the planted area trimmed.
- Planting of trees, shrubs, and perennial flowers is forbidden.
- Artificial wreaths and evergreen blankets and wreaths are permitted between November 1st and April 15th only.
- Glass containers are forbidden.
- The complete burying of any container is forbidden.
- All decorations should be placed as close to the tombstone as possible to facilitate mowing.
- The cemetery will be completely cleared of all decorations on the 1st of April and October. Exceptions to this are decorations in permanent planters or in permanent containers on the tombstones. These will be removed only when they become unsightly.
- If you wish to save any flowers, pots, wire stands, etc., they need to be removed prior to the times described above; they may be placed out after the clean-up dates.

Cemetery Records:

- A plat of the cemetery, records of lot owners, lot descriptions, and grave locations are kept in the Tipton City office at 407 Lynn Street; the sale of a plot is evidenced by a deed. For any one plot there may be one full burial; one full burial with cremated remains; or two cremated remains.

Interments/Inurnments:

- The Cemetery Contractor shall be given a minimum of forty-eight (48) hours notice prior to all grave openings for the opening and preparation of the interment.
- All burials shall be in an outer burial vault.
- All grave openings and closings shall be made under the direction of the Cemetery Contractor. Persons ordering grave openings will be held responsible for payment in full per the established fees and charges.

Memorials:

- FOUNDATIONS for all monuments/markers in the Tipton Masonic Cemetery:
 1. No foundation or digging before first consulting the Cemetery Contractor or Public Works Director.
 2. All foundations must be of concrete.
 3. Foundation must have no less than four-inch (4") extension on each end and no less than four-inch (4") extension on front and back.
 4. Foundation must be at least 42" deep. (min. of 2 pillars or post holes with 8" cylinder to support 8"-10" thick foundation base.)
 5. If government-provided veteran marker is the only marker it must be placed at the head of a grave. If a government provided veteran marker is a secondary marker (in addition to a personal marker) it will have to be the bronze niche-plate type marker and it will be installed at the head of the grave. Foot markers will be allowed, but will need to be flush with the ground.
- All setting of monuments and markers and the transportation of all tools, materials, etc., within the cemetery grounds shall be subject to the supervision and control of the cemetery contractor or the Public Works director.
- All new graves must have a temporary marker.
- A monument or engraved marker must be in place after interment no longer than one year after burial.
- All foundations shall be set by the monument company under the supervision of the cemetery contractor or public works director.
- The City of Tipton reserves the right to refuse permission to erect any memorial not in keeping with the good appearance of the cemetery grounds.

Fees for services: Lot costs \$350; Perpetual Care \$150; Grave opening \$700; \$750 Saturdays; \$850 Sunday and Holidays; Cremation opening \$300; \$350 Saturdays; \$450 Sunday and Holidays.

- In the event that interment spaces, memorials or memorilizations are damaged or defaced by acts of vandalism, the City of Tipton shall not be liable.

AGENDA ITEM # L - 7

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	July 20, 2015
AGENDA ITEM:	Memorandum of Understanding
ACTION:	Motion

SYNOPSIS: The attached agreement is necessary for the City of Tipton to utilize the State of Iowa's income offset program. The State of Iowa will withhold the amount owed to the City from an individual's State Income tax return.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Manager

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 7/17/15

MEMORANDUM OF UNDERSTANDING
between
The Iowa Department of Administrative Services
State Accounting Enterprise
and

_____ for
Participation in the INCOME OFFSET PROGRAM

SECTION 1. Identity of the Parties. The parties to this Memorandum of Understanding (MOU) are the Iowa Department of Administrative Services, State Accounting Enterprise (DAS/SAE), and _____ (Public Agency).

SECTION 2. Purpose. The purpose of this MOU is to set forth the terms and conditions between DAS/SAE and Public Agency for reimbursement of offsetting liabilities owed to Public Agency as authorized in Iowa Code section 8A.504 and 11 Iowa Administrative Code (IAC) 40, et seq.

SECTION 3. Eligibility. To be eligible for offset, both the debt ("debt" means the liability owed to the Public Agency by a member of the public), and the claim ("claim" means the liability owed by the Public Agency to a member of the public), shall be in the form of a liquidated sum due, owing and payable. All applicable remedies with regard to such a debt and claim must be exhausted or the time frame for exhaustion must have expired as a condition precedent for eligibility to participate in the offset program, provided in 11 IAC 40.3 (3).

SECTION 4. Compensation.

4.1 Fee. The parties agree that in exchange for participation in the offset program, DAS/SAE shall charge a fee of seven dollars (\$7.00) (the "fee") to the Public Agency to which the debt is owed for each individual debt that is placed in the offset program. The fee is to recover costs incurred by DAS/SAE in administering the offset program.

4.2 Deduction when Debt is Offset. If a debt is offset by DAS/SAE under this program, the fee will be deducted from the gross proceeds collected through offset. The fee will be charged for each individual offset event related to an individual debt.

4.3 Billing upon Termination. Following written notice of termination of this MOU, as provided in Section 7 below, DAS/SAE shall be entitled to compensation. DAS/SAE shall submit an invoice and proof of claim to the Public Agency within sixty (60) days of the receipt of the written notice of termination as required under Section 7 below.

4.4 Fee Review. DAS/SAE shall periodically review the costs of administering the offset program. Per Section 8.2 of this MOU, proposed adjustments to the specified fee shall require an amendment.

SECTION 5: DAS/SAE's Responsibilities.

5.1 Offset of Debt. DAS/SAE shall offset liabilities owed to Public Agency by implementing an offset program for Public Agency, developed and managed by DAS/SAE in accordance with Iowa Code chapter 8A and 11 Iowa Administrative Rules 40.

5.2 Compliance with AGA. DAS/SAE will comply with the Accountable Government Act, Iowa Code chapter 8E, in the performance of this MOU.

5.3 Refund of Balance after Offset. Before issuing an authorized payment to a debtor, DAS/SAE shall request verification of the claim pursuant to subrule 40.5. If notification is not made to DAS/SAE by the Public Agency within forty-five (45) days, the amount of the payment shall be released to the debtor or entity. DAS/SAE will apply the offset to the debt only after the Public Agency has notified the debtor as prescribed in subrule 40.4(4). DAS/SAE shall then refund any balance amount due from the Public Agency to the debtor or entity.

SECTION 6: Public Agency's Responsibilities.

6.1 Offset Eligibility Program. The Public Agency shall be responsible for developing and maintaining a system for reporting debts eligible for offset and any subsequent claims associated with those debts as required under Iowa Code section 8A.504 and 11 IAC chapter 40 to DAS/SAE at Public Agency's expense.

6.1.1 Minimum Debt Amount. Before a debt may be placed into the offset program, the amount of a debtor's original liability must be at least \$50, except when the source of the claim is a tax refund or tax rebate, in which case the debt may be as low as \$25.

6.1.2 Debtor's opportunity to challenge placement of debt in offset program. Before a debt may be placed into the offset program, the Public Agency must have:

- a. Made a good faith effort to collect the debt through other means;
- b. Provided the debtor advance notice that the debt will be placed in the offset program if not paid when due; and
- c. Provided a formal or informal opportunity for the debtor to challenge placement of the debt into the offset program, as described in 11 IAC 40.3(4).

6.2 Formatting Requirements of Debtor Lists. The Public Agency shall provide the list of debtors it wishes to place into the offset program in a format and type prescribed by DAS/SAE.

6.3 Proof of Liability. Public agencies may only place debts into the offset program if the debts are legally enforceable. To establish enforceability the debt shall have been confirmed by mutual agreement of the parties or have been reduced to a final judgment or final agency determination that is no longer subject to appeal, certiorari, or judicial review, or has been affirmed through appeal, certiorari, or judicial review.

6.4 Notification of Changes. The Public Agency shall notify DAS/SAE within thirty (30) calendar days of any changes in the status of a debt to the state.

6.5 Semi-Annual Certification. The Public Agency shall provide on at least a semi-annual basis, certification of the liability file as prescribed by DAS/SAE.

6.6 Debtor Notification. The Public Agency shall comply with 11 IAC 40.4 when sending notifications to the debtor under this MOU which shall occur within ten (10) calendar days from the date Public Agency was notified by the DAS/SAE of a potential offset.

6.7 Payment of Residual Funds to Debtor. It is the responsibility of the Public Agency to reimburse the debtor for the difference between the amount of liability payable and the amount of the claim payable to the debtor.

6.8 Appeal Process. The Public Agency must provide an appeal process for debtors to challenge each offset after debtors are notified of a potential offset event. The appeal process shall include notice to the debtor and an opportunity for the debtor to contest the amount of the debt through a contested case procedure under Iowa Code chapter 17A or a substantially equivalent process, in accordance with Iowa Code section 8A.504(2)(f) and 11 IAC 40.4(6).

SECTION 7: Termination. This MOU shall remain in full force and effect until terminated or cancelled for convenience by written notice of the party wishing to cancel the MOU. Each party agrees to provide the other party with a sixty (60) day written notice of any intent to terminate this MOU. Either party may terminate without advance notice to the other at any time upon a material breach of the Agreement, or violation of Iowa Code section 8A.504 or 11 IAC chapter 40.

SECTION 8: Confidentiality of Information. Information shared between DAS/SAE and the Public Agency shall be deemed confidential pursuant to Iowa Code section 8A.504(2)(b) and shall be disclosed only to the extent necessary to sufficiently identify the debtor(s) liable to the public agency. Identifying information is to be used only for the purpose of participation in the offset program.

SECTION 8: MOU Administration.

8.1 Compliance with the Law. The parties, their employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing services under this MOU, including without limitation, all laws applicable for the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The parties, their employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the activities performed under this MOU.

8.2 Amendments. This MOU may only be amended in writing by mutual consent of the parties. All amendments to this MOU must be in writing and fully executed by the parties.

8.3 Third Party Beneficiaries. There are no third party beneficiaries to this MOU. However, this MOU is intended to benefit the citizens and governments in the State of Iowa as well as DAS/SAE and Public Agency.

8.4 Assignment and Delegation. This MOU may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in Public Agency shall be considered an assignment.

8.5 Integration. This MOU represents the entire MOU between the parties regarding participation in the offset program. The parties shall not rely upon any representation that may have been made which is not included in this MOU.

8.6 Headings or Captions. The paragraph headings or captions used in this MOU are for identification purposes only and do not limit or construe the contents of the paragraphs.

8.7 Supersedes Former Agreements. This MOU supersedes all prior Agreements between the parties for services regarding participation in the offset program.

8.8 Notice. Notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing which shall be addressed to each party as set forth as follows:

If to DAS/SAE:

Calvin McKelvogue, Chief Operating Officer
Department of Administrative Services – State Accounting Enterprise
1305 East Walnut
Hoover State Office Building, Level 3
Des Moines, IA 50319

If to Public Agency:

Authorized Representative

Mailing Address

City, State, Zip Code

If a party changes its designated person and/or address hereunder, such change shall be in writing as provided herein.

8.9 Severability. If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this MOU.

8.10 Non-Appropriation. In the event a non-appropriation, de-appropriation, or other legislative or gubernatorial action significantly impairs DAS/SAE's budget or ability to perform the terms of this agreement, DAS/SAE may immediately terminate this Agreement.

8.11 Indemnification. The following indemnification provisions shall apply to Public Agencies that are not agencies of the State of Iowa subject to Iowa Code chapter 669 and Iowa Code section 679A.19.

8.11.1 Public Agency agrees to defend, indemnify and hold DAS/SAE and the State of Iowa, its officers, employees and agents, harmless from any and all liabilities, damages, losses, demands, causes of action, claims, settlements, judgments, costs, expenses, and attorney fees, including a reasonable cost attributed to the services of the Attorney General, related to or arising from any violation of this Agreement, any negligent or intentional act or omission of Public Agency, its officers, employees, or agents, and any failure of Public Agency, its officers, employees, or agents to comply with all applicable local, state, and federal laws, rules, and regulations.

8.11.2 Consistent with Article VII, Section I of the Iowa Constitution, Iowa Code chapter 669, and other applicable law, DAS/SAE agrees to defend and indemnify Public

Agency and hold Public Agency harmless against all losses, costs, damages, expenses, attorney fees, claims, demands, causes of action, judgments, and settlements arising out the negligence or wrongful acts or omissions of DAS/SAE or its officers, employees or agents in the performance of this Agreement. DAS/SAE shall not defend, indemnify or hold harmless Public Agency or its officers, employees, or agents for any acts or omissions of any type attributable to Public Agency or its officers, employees, or agents.

Section 9. Execution

This MOU is fully executed by the following signatures:

IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES:

Janet Phipps, Director
Iowa Department of Administrative Services

Date

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF PUBLIC AGENCY:

Date

Public Agency

Printed Name of Authorized Representative

Title

AGENDA ITEM # L - 8

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	July 20, 2015
AGENDA ITEM:	Pump Repair – Pump #3 West Lagoon
ACTION:	Motion

SYNOPSIS: The amount to complete the repair is \$6,675.00 as opposed to a replacement of \$15,605.00. Due to a faulty part, the pump became submerged and tried to pump with water in the pump itself.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Manager

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 7/17/15

MVP
MISSISSIPPI VALLEY PUMP, INC.
435 S. Devils Glen Road
Bettendorf, IA 52722

Phone: 563-359-3223
Fax: 563-359-6737
Toll Free: 877-711-7587

QUOTATION

TO: City of Tipton, IA.

DATE: 7/17/15

ATTN: Mark

RE: WO #4743

MVP is pleased to offer the following quotation to repair one (1) Flygt Pump Model #3153.090, Serial #S0360055, 18HP to include the following:

New impeller, FLS, bearings, seals, o-ring kit, spring, rotor repair, ceramic coat volute, glycol, clean and bake stator and shop labor.

TOTAL PRICE \$6,675.00

Delivery time on parts – 2 weeks

For one (1) New Flygt Pump Model #3153.095, 20HP, 460 Volt, 3 Phase, 6" Discharge, 50' Cable, FLS, FV, Explosion Proof.

TOTAL PRICE \$15,605.00 + Frt.

Delivery time – 8 weeks

If you have any further questions regarding this quotation please contact me at the above listed number.

Respectfully Submitted:

Shellie Cabana

Shellie Cabana

Proceed with repair: _____
Do not repair: _____
Date/PO#: _____

AGENDA ITEM # L - 9

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	July 20, 2015
AGENDA ITEM:	Auditor Agreement
ACTION:	Motion

SYNOPSIS: Attached is the annual audit agreement between the City of Tipton and CliftonAllenLarson. The estimated cost of the audit is \$20,400 additional expenses a possibility. The specifics for items that may come up in the process begin on page 8 of the agreement. Staff has been pleased with CliftonAllenLarson's work over the past two audits.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Manager

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Agreement

PREPARED BY: Chris Nosbisch

DATE PREPARED: 7/17/15



July 8, 2015

Mayor and City Council Members
City of Tipton, Iowa
407 Lynn Street
Tipton, IA 52772

CLIENT'S COPY

Dear Ladies and Gentlemen:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP (CLA) will provide for City of Tipton, Iowa ("you," "your," or "the City") for the year ended June 30, 2015.

Bill Murray is responsible for the services provided to you. He will be assisted by Craig Popenhagen, who is responsible for the performance of the audit engagement.

Audit services

We will audit the cash basis financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Tipton, Iowa, as of and for the year ended June 30, 2015, and the related notes to the financial statements.

We will also evaluate and report on the presentation of the supplementary information accompanying the financial statements in relation to the financial statements as a whole.

The following information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

1. Management's Discussion and Analysis
2. Budgetary comparison schedule of receipts, disbursements and changes in balances – budget and actual (cash basis) – all government funds and proprietary funds
3. Notes to other information – budgetary reporting
4. Schedule of the City's Proportionate Share of the Net Pension Liability
5. Schedule of City Contributions

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of a trial balance.

- Preparation of your financial statements and related notes.
- Preparation of adjusting journal entries.
- Assisting with the drafting of the State of Iowa Annual Financial Report.

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with the cash basis of accounting (a special purpose framework), which is a basis of accounting other than accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions.

We will issue a written report upon completion of our audit of your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We will also perform procedures for testing compliance guidelines in the City compliance guide published by the Iowa Auditor of State.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of laws, regulations, contracts,

and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements in accordance with the cash basis of accounting. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for including all informative disclosures that are appropriate for the cash basis of accounting. Those disclosures will include (a) a description of the cash basis of accounting, including a summary of significant accounting policies, and how the cash basis of accounting differs from U.S. GAAP; (b) informative disclosures similar to those required by U.S. GAAP; and (c) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

You are responsible for the design, implementation, and maintenance of effective internal control, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the City complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible

for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements. During our engagement, we will request information and explanations from you regarding, among other matters, the City's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the City's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a trial balance for use during the audit. Our preparation of the trial balance is limited to formatting information into a working trial balance based on management's chart of accounts or general ledger. You will be required to review, approve, and accept responsibility for the trial balance.

- We will prepare a draft of your financial statements and related notes. Since the preparation and fair presentation of the financial statements is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for those financial statements. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements.
- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.
- We will prepare a draft of the State of Iowa Annual Financial Report. You will be required to review and approve the report prior to submission to the State.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If we agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We expect to begin our audit on approximately September 28, 2015.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Iowa, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the State of Iowa. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the fee for the engagement should approximate \$20,400 for the audit and an A-133 audit is an additional \$7,500 per program, if applicable. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include the following activities:

- Account reconciliations
- Bank statement reconciliations
- Analyzing transactions for proper recording

- Processing immaterial adjustments through the financial statements
- Adjusting the financial statements for new activities and new disclosures

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the City's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements
- New financial statement disclosures

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.

- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of City personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf. You and your attorney will receive a copy of every subpoena or request we are asked to respond to. You can control the costs of any discovery process or document request by informing us which requests you would like us to act on.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of City of Tipton, Iowa's information in these cost comparison, performance indicator, and/or benchmarking reports.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between us. If you have any questions, please let us know. Please sign, date, and return the enclosed copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements

for our audit of your financial statements including the terms of our engagement and our respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Craig Popenhagen, CPA
Principal
319-363-2697
craig.popenhagen@CLAconnect.com

Enclosures

Response:

This letter correctly sets forth the understanding of City of Tipton, Iowa.

Authorized governance signature: _____

Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____

AGENDA ITEM # L - 10

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	July 20, 2015
AGENDA ITEM:	Management Services Agreement
ACTION:	Motion

SYNOPSIS: The attached agreement is between the City of Tipton and the University of Iowa to become the City's medical director. The City's Attorneys have reviewed and made any necessary changes to the agreement.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Manager

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Agreement

PREPARED BY: Chris Nosbisch

DATE PREPARED: 7/17/15

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (“Agreement”) is made and entered into on this 1st day of August, 2015 (“8/1/15”) by and between The City Tipton, Tipton Ambulance Service (“TAS”) and The University of Iowa, through its Carver College of Medicine University of Iowa Physicians, Department of Emergency Medicine (“UI”) for the provision of Medical Director services.

RECITALS

WHEREAS, UI employs certain physicians with special qualifications, training and expertise in the field of Emergency Medicine;

WHEREAS, TAS is located in an Health Professional Shortage Area (HPSA)

WHEREAS, TAS has determined that in the interest of the patients and the community it serves and/or to meet its’ charitable or regulatory obligations, that certain management services be available to TAS;

WHEREAS, TAS desires to engage UI to provide management services as described in this Agreement and UI desires to provide such services to TAS;

IN CONSIDERATION of the above recitals and the mutual covenants contained in this Agreement, the parties agree as follows:

1. **SERVICES.** In accordance with all the terms and conditions of this Agreement, TAS hereby engages UI to provide the services set forth on attached **Exhibit “A”** (“Management Services”) by certain UI physicians set forth on attached **Exhibit “B”** as may be amended from time to time (“Management Services Assigned Physicians”). Services shall be provided at the following locations:

1.1 Periodic Service Reviews. The parties shall meet on a periodic basis as may be mutually determined but at least prior to any renewal of this Agreement to determine that the Management Services have been rendered in accordance with this Agreement. Prior to renewal of this Agreement (if any), the parties will ensure the necessity of the continued provision of the Management Services by UI and the Management Services Assigned Physicians.

2. **STANDARD OF CARE.** UI shall perform Management Services in accordance with the accepted standard of care in the professional specialty of Medical Director under Iowa Code Chapter 147A and Iowa Administrative Code 641--Chapter 132.

2.1 TAS shall not exercise any control or direction over the professional medical judgment, decisions or methods of Management Services Assigned Physicians in the performance of Services hereunder.

3. **QUALIFICATIONS.** As a condition to participating under this Agreement, each Management Services Assigned Physician must, at all times during the term of this Agreement, possess the qualifications set forth below.

- 3.1 State Licensure. Management Services Assigned Physicians shall be duly licensed by the State of Iowa to practice medicine without restriction. Management Services Assigned Physicians will provide current proof of licensure to TAS upon request.
- 3.2 Board Certification. Management Services Assigned Physicians shall be certified, or eligible for certification, in the specialty or sub-specialty of Emergency Medicine.
- 3.3 Medicare/Medicaid Participation. Management Services Assigned Physicians shall maintain provider numbers and remain eligible for payment from Medicare and Medicaid programs.
- 3.4 Medical Staff Membership. Each Management Services Assigned Physician shall the opportunity to be an active member of the medical staff of TAS and remain in good standing on the medical staff. TAS shall evaluate, in good faith, the application of Management Services Assigned Physicians for clinical privileges to perform the Management Services in compliance with this Agreement. If a Management Services Assigned Physician's medical staff membership or clinical privileges at TAS are terminated or suspended in accordance with TAS's policies and procedures applicable to all medical staff of TAS, That Management Services Assigned Physician may not continue to render Management Services during the period of such termination or suspension. If a Management Services Assigned Physician's medical staff membership or clinical privileges are restricted, that Management Services Assigned Physician may continue to render Services during the period of restriction, subject to the terms of the restriction. For purposes of medical staff membership, TAS shall act with regard to Management Services Assigned Physicians in the same manner as with all medical staff members.

4. **COVERAGE REQUIREMENTS.**

- 4.1 UI Responsibility. UI shall provide duties as set forth on attached **Exhibit C**. UI shall employ or otherwise engage and schedule a sufficient number of qualified physicians to be Management Services Assigned Physicians to provide Management Services in accordance with this Agreement. All such Management Services Assigned Physicians shall be selected, retained or dismissed by UI, at UI's sole discretion.
- 4.2 TAS Responsibility. TAS agrees and acknowledges that TAS is ultimately responsible for its operations and determining the appropriate duties it deems appropriate.

5. **COMPENSATION.** TAS shall compensate UI in accordance with the attached **Exhibit D** for all Management Services performed under this Agreement. UI will provide TAS a monthly or annual invoice describing the dates of service, types of services, and time involved. TAS shall pay UI the amount due no later than 30 days from the date of such invoice.

- 5.1 Periodic Review of Compensation. Compensation provided in accordance with this Agreement shall be reviewed and revised as required based on then current fair market valuations. Such reviews and adjustments, as applicable, shall occur prior to each

renewal period and as market forces may change so as to render the current compensation as no longer reflective of fair market value.

6. BILLING.

TAS and UI agree Management Services provided under this Agreement are not billable to patients and third party payors.

7. NO REFERRALS.

It is not the purpose of this Agreement to induce the referral of patients. The parties acknowledge that there is no requirement under this Agreement or any other agreement between UI and TAS that TAS's personnel refer any patients to UI for products or services. Additionally, no payment under this Agreement is in return for the referral of patients, if any, or in the return for the purchasing, leasing, or ordering of any products or services from UI. The foregoing provisions of this paragraph notwithstanding, nothing in this Agreement precludes the parties from providing services to the other party's patients.

8. STATUS OF PARTIES.

- 8.1 The parties understand and agree that UI and its officers, directors, agents or employees (including Management Services Assigned Physicians) are engaged by this Agreement strictly as independent contractors and that nothing in this Agreement is intended or shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow TAS to exercise control or direction over the manner or method by which UI or its Management Services Assigned Physicians perform the Management Services pursuant to this Agreement.
- 8.2 UI understands and agrees that TAS will not withhold on behalf of UI or its Management Services Assigned Physicians, employees or subcontractors pursuant to this Agreement any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any governmental body relating to UI or make available to UI or its Management Services Assigned Physicians, employees or subcontractors any of the benefits afforded to employees of TAS.
- 8.3 UI will be solely responsible for the payment to or on behalf of Management Services Assigned Physicians all distributions, wages, salaries, required taxes and withholdings, and professional liability coverage.
- 8.4 Administrative direction, performance evaluations and salary/compensation determinations for Management Services Assigned Physicians will be the sole responsibility of UI.

9. NON-EXCLUSIVITY.

The parties acknowledge that UI and Management Services Assigned Physicians may provide Management Services at various other clinics, hospitals, ambulatory surgical centers and

medical facilities. Nothing in this Agreement is intended to prevent UI from providing services at other facilities, provided that such provision of services at other facilities does not relieve UI or Management Services Assigned Physicians from their obligation to perform Management Services under the standards set forth in this Agreement.

10. TAS OPERATIONS.

TAS shall at all times exercise ultimate control over the assets and operations of TAS and determine all policies and issues regarding the operation of TAS. TAS shall notify UI and Management Services Assigned Physicians of any determinations of TAS that may materially affect the performance of Services. TAS shall be solely responsible for its compliance with applicable licensure, accreditation, quality assurance program, and regulatory survey standards and requirements.

11. MEDICAL RECORDS AND CONFIDENTIALITY.

- 11.1 Patient Information. All patient information shall be regarded by both parties as confidential and both parties shall comply with all federal and state laws and regulations pertaining to confidentiality of patient records. The parties acknowledge and agree that this Agreement shall be subject to the Health Insurance Portability and Accountability Act of 1996, regulations promulgated thereunder and any modifications or amendments to same, including, but not limited to the Health Information Technology for Economic and Clinical Health (HITECH) Act (collectively referred to herein as (“HIPAA”), and each party agrees to fully comply with HIPAA in the performance of its obligations under this Agreement.
- 11.2 Medical Records. TAS shall be solely responsible for the proper keeping and maintenance of TAS patients’ records and all patient records, films, charts and other data shall be and remain the property of TAS.
- 11.3 Confidential Information. The Parties hereunder acknowledges that it may receive confidential and proprietary business information from the other Party. To the extent permitted by law, each Party shall, and shall direct Management Services Assigned Physicians to, at all times, maintain in strict confidence all patient, medical, confidential, proprietary business or financial information disclosed to the other Party or its Management Services Assigned Physicians pursuant to performance of this Agreement (“Confidential Information”). Neither Party may disclose to any third party or use for itself any such Confidential Information, except where disclosure is required by law or court order. Notwithstanding the foregoing, subject to applicable laws, TAS shall provide access to Confidential Information for UI and Management Services Assigned Physicians as necessary or appropriate for providing Management Services and in connection with any claim, lawsuit or other legal proceeding, or for other legitimate purposes. The term “Confidential Information” shall not apply to any information that: (a) is in the public domain through no fault of either Party or Management Services Assigned Physicians, (b) was in the possession of that Party before receipt from the other Party, (c) was developed independently by either party or

Management Services Assigned Physicians without access to the Confidential Information, or (d) is required to be disclosed pursuant to law or court order.

12. GOVERNMENT EXAMINATION OF RECORDS.

The parties agree that UI shall retain and make available upon request for a period of four (4) years after the furnishing of such services this Agreement and any, books, documents and records which are necessary to certify the nature and extent of the costs thereof when requested by the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, for services furnished under this Agreement for which payment is made under Medicare, Medicaid or other reimbursement programs. This provision relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable then this clause shall be deemed to be inoperative and without force and effect.

13. FACILITIES AND PERSONNEL SUPPORT.

13.1 Space. TAS shall provide Management Services Assigned Physician providing Management Services pursuant to this Agreement the use of space necessary to provide such Management Services. UI physicians shall also be entitled to the reasonable nonexclusive use of TAS's common areas.

13.2 Facilities. TAS shall provide and maintain such facilities, equipment, utilities, housekeeping, laundry, and supplies reasonably necessary to support the performance of Management Services under this Agreement at no cost to UI. Maintenance shall include, but is not limited to, custodial services and services reasonable required for the handling and disposal of hazardous, infectious, or medical waste.

13.3 Administrative Support and Non-Physician Personnel. TAS shall provide technical, clerical, and other non-physician personnel reasonably necessary to support the performance of Management Services under this Agreement at no cost to UI. TAS will be solely responsible for the payment to or on behalf of administrative support and non-physician personnel all distributions, wages, salaries, required taxes and withholdings, and professional liability coverage. Such administrative support and non-physician personnel shall be selected, retained or dismissed by TAS, at TAS's sole discretion.

14. USE OF UNIVERSITY NAME.

14.1 TAS agrees it will not use the name or intellectual property, including, but not limited to, UI trademarks in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the UI. Any publicity regarding the Services provided pursuant to this Agreement will be the joint responsibility of UI and TAS. The parties shall not take any action and shall refrain from taking any action which would mislead the public as to the true nature of the relationship between UI and TAS.

- 14.2 UI agrees that TAS may use the colors of yellow, gold, and black or variations thereof in its'; logos, graphics, equipment, and uniforms, as those colors have been in use by the City of Tipton in official capacities previous to this agreement.
- 14.3 Previous to this agreement TAS has been in the process of a new marketing program that includes the colors outlined in 14.2. TAS in no way is attempting to mislead the public to as to the true nature of its' relationship with UI or use it's trademarks.

15. TERM AND TERMINATION.

- 15.1 Term and Expiration. This Agreement shall commence on the Effective Date and continue for an initial term of one year ("8/1/15"). Following the expiration of the initial term, this Agreement shall automatically renew for successive one-year terms for a maximum of two such renewal terms, with a rate adjustment, consistent with the mutual agreement of the parties, in each term, unless otherwise terminated in accordance with this Agreement. If this Agreement is terminated during the Initial Term, with or without cause, the parties shall not enter into a subsequent service agreement to provide the Services during the remainder of the first year of the Initial Term.
- 15.2 Termination. This Agreement may be terminated as follows:
 - 15.2.1 By mutual written agreement of the parties. If the parties agree to terminate this Agreement within the first year of the initial term, the parties agree that they will not enter into another agreement for the same or similar services for a period of one-year after termination;
 - 15.2.2 Following the expiration of the initial term, by either party, without cause, upon giving 90 days prior written notice to the other party, with such termination to become effective upon the 90th day after receipt of such notice
 - 15.2.3 By either party in the event that the other party has materially defaulted in the performance of any obligation under this Agreement and such default shall not have been cured within 30 days following the receipt of notice to the reasonable satisfaction of the noticing party.
 - 15.2.4 By UI for any reason by providing ninety (90) days prior written notice to TAS.
 - 15.2.5 Replacement for Management Services Assigned Physicians. Notwithstanding the foregoing, before TAS may terminate this Agreement subject to a termination event under this section resulting from the unavailability or conduct of one or more of the Management Services Assigned Physicians, or in the event that one or more Management Services Assigned Physicians cease to be employed by UI (at which time such Management Services Assigned Physicians shall cease to be an

“Management Services Assigned Physician”), UI shall recommend a suitable replacement for one or more of the Management Services Assigned Physicians subject to the approval of TAS, which shall not be unreasonably withheld. Such replacement shall be evidenced in writing by the execution of a suitable amendment to Exhibit B of this Agreement

16. LIABILITY AND INSURANCE.

- 16.1 UI Liability. UI agrees for itself and on behalf of its Management Services Assigned Physicians to be responsible for any and all claims and liability for injury to persons or property directly arising out of or caused by the negligence of UI, its employees or agents in the performance of its duties and obligations under this Agreement, to the extent permitted by Chapter 669 of the Code of Iowa.
- 16.2 TAS Liability. TAS agrees to defend, indemnify, and hold harmless the UI, the State of Iowa, the Board of Regents, State of Iowa and their agents and employees from and against all liability, loss, damage, cause of action, cost and expense, including reasonable attorneys’ fees, arising out of or in connection with the acts or omissions of TAS, its partners, directors, officers, employees, licensees or agents in performing their duties and responsibilities under this Agreement or their breach of the terms of this Agreement.
- 16.3 UI Insurance. The University is a unit of the State of Iowa, and as such is covered by the state's self-insurance. The state coverage does not extend to third parties. Claims against the State of Iowa are handled as provided in the Iowa Tort Claims Act (Iowa Code, Chapter 669) which also sets forth the procedures by which tort claims may be brought. There is no dollar limitation to the statutory protections under Chapter 669. The financial obligation of the State of Iowa for payment of liability claims is limited only by the State's tax base.
- 16.4 TAS Insurance. TAS shall at all times during the term of this Agreement obtain and maintain at its expense general and professional liability insurance coverage for itself and its employees and agents for all claims of professional and/or general liability made during the term of this Agreement or thereafter arising from TAS’s or its employees’ or agents’ performance under this Agreement, including “tail” liability coverage if applicable. TAS will provide certificates of insurance upon UI’s request.
- 16.5 Claims. Each party shall promptly notify the other of any claims in connection with any activity undertaken by either party under this Agreement, and, subject to applicable laws, of any facts and circumstances known to each which relate to such claim or which might reasonably be deemed to give rise to a future claim asserted against the parties or any of their respective agents or employees in connection with such activities. Each of the parties hereto shall reasonably cooperate with the other in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to either of the parties because of injury with respect to which insurance is afforded, and each of the parties hereto shall attend the hearings and trials and reasonably assist in securing evidence and obtaining the attendance of witnesses.

16.6 Changes in Laws. In the event there are any changes in Medicaid, Medicare, Joint Commission accreditation standards or requirements, federal or state tax exemption requirements, and/or substantial changes under other public or private health and/or hospital care insurance programs or policies which may have a material effect on the operations of the parties, either party may elect to renegotiate this Agreement. Such party shall indicate the basis upon which it has determined that such a material impact on its operations may result. In any case where such notice is provided, both parties shall negotiate in good faith during the thirty (30) day period thereafter in an effort to develop a revised Agreement, which to the extent reasonably practicable, will adequately protect the interests of both parties in light of the changes that constituted the basis for the exercise of this provision.

17. MISCELLANEOUS.

- 17.1 Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Iowa, which shall also be the forum for any disputes arising hereunder.
- 17.2 Compliance. Each of the parties shall comply with all laws, rules, and regulations adopted by the federal, state and local government authorities pertaining in any way to the performance of this Agreement.
- 17.3 Assignment. Neither this Agreement nor any obligation to be performed under this Agreement may be assigned by either party without the prior written consent of the other party.
- 17.4 Severability. The provisions of this Agreement are severable, and the invalidity or lack of enforceability of any particular provision will not affect the validity or enforceability of the other provisions.
- 17.5 Waiver. No provision of this Agreement may be waived, except by the express written consent of both parties. Failure by either party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.
- 17.6 Amendment. This Agreement may not be modified, amended, rescinded, canceled or waived in whole or in part, except by written instrument signed by both parties.
- 17.7 Notice. All communications or notices required or permitted by this Agreement must be in writing and will be deemed to have been given at the earlier of the date when actually delivered to a party or when deposited in United States mail, certified or registered mail, postage prepaid, return receipt requested, and addressed as follows, unless and until either of the parties notifies the other in accordance with this section of a change of address:

If to UI:
Megan Threlkeld

If to TAS:
Tipton Ambulance Service

Director of Payor Relations
University of Iowa Health Care
2100 UCC
Iowa City, IA 52242

407 Lynn St.
Tipton, IA 52772

- 17.8 No Third Party Rights. The parties do not intend to confer benefits upon any third parties or persons not a party to this Agreement. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or persons other than the parties thereto.
- 17.9 Entire Agreement. This Agreement, including its Exhibits, contains the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior agreements and understandings, whether oral or written, with respect to such matters.
- 17.10 Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original but such counterparts together shall constitute one and the same instrument. Counterparts may be transmitted electronically in Portable Document Format (PDF) and the same will constitute an original document.

~ SIGNATURES ON FOLLOWING PAGE ~

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement.

UNIVERSITY OF IOWA

**City of Tipton
Tipton Ambulance Service**

By: _____

By: _____

Name: Andrew Nugent, MD

Name: Shirley Kepford

Title: Department Executive Officer
Department of Emergency Medicine

Title: City of Tipton Mayor

Date: _____

Date: _____

By: _____

By: _____

Name: Debra A. Schwinn, M.D.

Name: Brett Becker _____

Title: Dean, Roy J. & Lucille A. Carver
College of Medicine, University of Iowa

Title: Ambulance Service Director

Date: _____

Date: _____

By: _____

Name: Jean E. Robillard, MD

Title: Vice President for Medical Affairs

Date: _____

By: _____

Name: David W. Kieft.

Title: Business Manager, University of Iowa

Date: _____

EXHIBIT A

MANAGEMENT SERVICES

1. UI shall employ an Emergency Medicine Physician who will serve as Medical Director of TAS (“Dr. Gregory Bell”) and assist in the administrative direction of patient care services rendered in at TAS. The specific duties of the Medical Director are set forth in Exhibit C.
2. UI shall provide management of UI physicians, medical direction, and leadership to TAS
3. In furtherance of UI’s obligations and in order to maintain the quality levels required under this Agreement:
 - 3.1. TAS agrees that this Agreement shall be exclusive with UI for medical management of the Ambulance Service.
 - 3.2. TAS shall employ or otherwise retain such non-physician personnel as is reasonably necessary for the proper performance of the Tipton Ambulance Service including but not limited to, Emergency Medical Services personnel, such that the Tipton Ambulance Service shall be staffed at a level to support a high quality service.
4. UI Medical Director shall dialogue regularly with local providers to stress outcomes, quality, address concerns and build practice.
5. UI shall meet with TAS to review and discuss the following quality metrics on an annual basis. Medical Director shall make meeting minutes available to both parties. Data for such metrics shall be provided by TAS and may include the following:
 - 5.1. Monitor patient satisfaction data.
 - 5.2. Monitor business practice parameters such as patient volume.
 - 5.3. Monitor practice efficient parameters such as response time.
 - 5.4. Monitor patient care errors.
 - 5.5. Monitor sentinel events.

EXHIBIT B
MANAGEMENT SERVICES ASSIGNED PHYSICIAN

Dr. Gregory Bell

EXHIBIT C

MEDICAL DIRECTOR JOB DESCRIPTION AND RESPONSIBILITIES

The UI Emergency Department agrees to provide medical directorship for TAS. Such administrative duties, which are integral for providing medical directorship include, but are not limited to:

1. Read and adhere to Iowa Code Chapter 147A and Iowa Administrative Code 641--Chapter 132.
2. Develop, review and approve patient care protocols;
3. Draft, endorse and maintain a current and comprehensive Continuous Quality Improvement (CQI) document in accordance with State of Iowa Code;
4. Conduct training for TAS at least two times per calendar year;
5. Act as a reference point for questions relating to patient care;
6. Attend an approved Iowa Bureau of EMS Medical Director work-shop within one year of appointment if one has not been attended within the past years, and such other events as may be mutually agreed as necessary and appropriate.
7. Multidisciplinary Patient Care Review with TAS and UI Emergency Department physicians as appropriate. Participation in quality assurance (peer review) via conferences between facilities. This may be accomplished via electronic chart rounds.
8. Participation in TAS staff meetings at least quarterly. Minutes will be maintained of these meetings.
9. At the request of TAS administration, annual review meetings will be held with the Medical Director, UI Emergency Departmental Executive Officer and UI Emergency Department Administrator.
10. Make recommendations / decisions regarding TAS personnel's ability to perform their duties when deemed necessary.

EXHIBIT D
MANAGEMENT SERVICES COMPENSATION

1. It is the intent of the parties that the Management Services provided under this Agreement meet all the conditions of the personal services and management contracts safe harbor found in 42 CFR § 1001.952(d) and that the amounts paid for these services are consistent with fair market value determined in an arms length transaction and not in a manner that takes into account the volume or value of any referrals or business generated between the parties.
2. Tipton Ambulance agrees to pay UI \$3,568.00 per year for Medical Director Services. UI will provide documentation and an invoice for services rendered on either an annual or a monthly basis, at its option. Tipton Ambulance agrees to pay UI within thirty (30) days from receipt of invoice.
3. Compensation provided in accordance with this Agreement shall be reviewed and revised as agreed between the parties. Such reviews and adjustments, as applicable, shall occur prior to each renewal period and as market forces may change so as to render the current compensation as no longer reflective of fair market value.

EXHIBIT E

PARTY REPRESENTATIVES FOR MARKETING AND USE OF NAME PURPOSES

UI hereby designates the following representative for purposes of Section 14 of this Agreement:

Ellen Barron
Associate Vice President, Marketing and Communication
University of Iowa Health Care
300 CMAB
Iowa City, Iowa 52242

TAS hereby designates the following representative for purposes of Section 14 of this Agreement:

Chris Nosbisch, City Manager

Lorna Fletcher, City Clerk

Brett Becker, Ambulance Service Director

Either party may revise their respective designations above upon written notice to the other party.

**EXHIBIT F
MEDICAL DIRECTOR
OFFICIAL TIME RECORD**

Document Purpose: This time record shall be used to account for time spent fulfilling duties specified in Exhibit A of that certain Professional Services Agreement ("Agreement") between "TAS and University of Iowa Health Care ("UI"), dated 08/01/15.

Instructions: In the boxes shown below, show the date and time of day of services delivered pursuant to the Agreement and enter time incurred. Time should be documented in ¼ hour (.25) increments. For example, an hour and a half would be shown as 1.5 hours.

This record covers one (1) month of services. UI shall require Medical Director to, and Medical Director shall, submit to the Department of Surgery the time records for its review and approval not later than thirty (30) days after the end of the calendar month in which Medical Director performed the Services reported herein. If Medical Director fails to submit the time records within the required time period, then UI may, in its sole discretion, withhold payment of any compensation until timesheet(s) are completed.

Physician Name: _____, MD/DO

Month: _____

Date	Description of Services	Total Time Spent on Function

Attestation:
I, the above noted physician, attest that the hours shown above as "incurred" were actually worked by me.

Physician's Signature:

Administrative Use Only:
Hours Total: _____ x \$ _____ per hour

Payment for Month: \$ _____
Administrative Approval:

Date: _____

N. Discussion Items (No Action)

AGENDA ITEM # N - 1

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	July 20, 2015
AGENDA ITEM:	Language for One Cent Sales Tax Question
ACTION:	Motion

SYNOPSIS: The language for the question is due to the County by August 28. I have put this on the agenda as a discussion item for this meeting to see if the Council wanted to keep the existing language or make some changes before it is placed on the ballot. Enclosed is the question that was adopted by the City Council during the last election.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Manager

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documentation

PREPARED BY: Chris Nobsch

DATE PREPARED: 7/17/15

O. Reports Mayor/Council/Manager

**CITY OF TIPTON
CITY MANAGER
REPORT TO THE CITY COUNCIL
July 20, 2015**

- I want to thank Councilperson Spear for attending the latest Lion's Club meeting this past week. Once again, the Lion's Club stepped forward and sought donations for the fireworks show. The amount of this year's check is \$2,493.40.
- I have placed maps on the walls of City Hall to show the street projects that have been completed over the last ten years. I encourage citizens to view the maps as they also contain information on the potential projects moving forward.
- It is staff's hope that the 175th Committee will be present at a future Council meeting in August. They are currently working on finalizing the numbers from the event and preliminary estimates are looking positive.
- The roof over the Electric Power Plant has been completed.
- FEMA has closed out a significant amount of the City projects relating to the June 30, 2014 storm event. It is our hope that all documents and projects will be complete in August.
- The E911 Board elected to delay the P-25 radio conversion project until August 2016 so that West Branch can have more time to secure funding for the transition.

