

City of Tipton, Iowa

Meeting:	Tipton City Council Meeting
Place:	Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772
Date/Time:	5:30 p.m., Monday, June 6, 2016
Web Page:	www.tiptoniowa.org
Posted:	Friday, June 3, 2016 (Front door of City Hall & City Website)

Mayor:	Bryan Carney	Interim City Manager:	Tim D. Long
Council At Large:	Leanne Boots	City Attorney:	Lynch Dallas, P.C.
Council At Large:	Pam Spear	Finance Director:	Lorna Fletcher
Council Ward #1:	Ross Leeper	City Clerk:	Amy Lenz
Council Ward #2:	Dean Anderson	Dir. of Public Works:	Steve Nash
Council Ward #3:	Tim McNeill	Interim Police Chief:	Set. Lisa Kenford

- A. Call to Order**
- B. Roll Call**
- C. Pledge of Allegiance**
- D. Agenda Additions/Agenda Approval**
- E. Communications:**

If you wish to address the City Council 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. City Council Minutes – May 23, 2016
2. April Library Board Minutes and Director's Report

G. Public Hearing

1. Public Hearing – Ordinance No. 556, Amending Provisions Pertaining to Disorderly Conduct, Funeral or Memorial Service.

H. Ordinance Approval/Amendment

1. Ordinance No. 556: Amending Provisions Pertaining to Disorderly Conduct, Funeral or Memorial Service. First Reading.

I. Resolutions for Approval

1. Resolution No. 060616 A: Accepting a Two-Year Bargaining Unit Contract with U/E Local 893-13. Bargaining unit contract for fiscal years 2017 and 2018.

J. Mayoral Proclamation

K. Old Business

L. Motions for Approval

1. Claims Lists.
2. Engine Generator Set Replacement Authorization.
3. Ambulance Assistant Director Position, Comparable Wage.
4. Stumbo Art Galleries Chalk SideWalk Event, 4th of July, 501 Cedar St.
5. Mulberry Block Party Street Closing, 1st to 2nd Street, July 9, 2016.
6. DRIP Reimbursement Request, FY16, \$10,000.27, 311-315 Cedar St.
7. DRIP Reimbursement Request, FY17, \$3,935, 200 E 5th St.

M. Reports to be Received/Filed

1. Follow-up Analysis, In-house Water & Sewer Operations Management.

N. Discussion Items (No Action)

O. Reports of Mayor/ Council/ Manager/ Department Heads

1. Mayor's Report
2. Council Reports
3. Committee Reports
4. Public Works Director's Report
5. Community Development Director's Report
6. City Manager's Report

P. Adjournment

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

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

May 23, 2016
Tipton Fire Station
301 Lynn Street
Tipton, Iowa

The City Council of the City of Tipton, Cedar County, Iowa, met in regular session at 5:30 p.m. Mayor Carney called the meeting to order. Upon roll being called the following named council members were present: Boots, Spear, Leeper, Anderson and McNeill. Also present: Long, Lenz, Nash, Fletcher, Kepford, Beck, T. Johnson, Walsh, Penrod, Taber, B. Brennan, Downs, K. Johnson, Steffen, other visitors and the press.

Agenda:

Motion by Spear, second by Boots to add the public hearing for the FY 2015-2016 Budget Amendment to the agenda. Following the roll call vote the motion passed unanimously.

Motion by Anderson, second by Leeper to approve the agenda with the addition of the public hearing. Following the roll call vote the motion passed unanimously.

Communications:

1. Betty Emrich spoke on behalf of the Tipton Senior Center, asking if the City would consider donating \$5000.00, in the next fiscal year budget. Finance Director Fletcher is going to make sure it is placed in the next budget.

2. Hodgden stated some concerns he has about the budget amendment. He said practically every department has increased by 15 percent.

Consent Agenda:

Motion by Boots, second by Spear to approve the consent agenda which includes the April 27, 2016, May 2, 2016, and May 4, 2016, Council Meeting Minutes, February and April Treasurer's Reports, April Investment Report, April Airport Committee Minutes, and Cedar County VFW Liquor License Renewal. Following the roll call vote the motion passed unanimously.

Public Hearing and Approvals, Louisa Transmission Agreement Amendments

1. Public Hearing

Motion by Anderson, second by Spear to open the public hearing on the proposition of entering into the second amended and restated Louisa Transmission Facilities Agreement and the second amended and restated Louisa Transmission Operating Agreement at 5:43 p.m. Following the roll call vote the public hearing was open. With no written or oral objections a motion was made by Boots, second by McNeill to close the public hearing at 5:47 p.m. Following the roll call vote the motion passed unanimously.

2. Public Hearing

Motion by Anderson, second by McNeill to open the public hearing for the FY 2015-2016 Budget Amendment at 5:49 p.m. Hodgden had several questions and was wanting clarification in many areas of the amendment. Finance Director Fletcher was able to answer his questions. Following the roll call vote the motion passed unanimously. With no written or oral objections a motion was made by Spear, second by Boots to close the public hearing at 6:12 p.m. Following the roll call vote the motion passed unanimously.

Resolutions for Approval:

1. Resolution 052316A: FY 2015-2016 Budget Amendment

Motion by Boots, second by McNeill to approve Resolution 052316A, the resolution approving the FY 2015-2016 Budget Amendment. Following the roll call vote the motion passed unanimously.

2. Resolution 052316B: Interim Police Chief Compensation

Motion by Spear, second by Anderson to approve Resolution 052316B, the resolution to approve the compensation increase for Interim Police Chief Kepford. Following the roll call vote the motion passed unanimously.

3. Resolution No. 052316C-1: Ratify, Confirm and Approve Publication of Notice of Public Hearing on the Proposition of Adopting, Approving and Consenting to the Second Amended and Restated Louisa Transmission Facilities Agreement and the Second Amended and Restated Louisa Transmission Operating Agreement

Motion by Spear, second by McNeill to approve Resolution No. 052316C-1, the resolution to approve the second amended and restated Louisa transmission agreements. Following the roll call vote the motion passed unanimously.

4. Resolution No. 052316C-2: Adopt, Approve and Consent to the Second Amended and Restated Louisa Transmission Facilities Agreement and the Second Amended and Restated Louisa Transmission Operating Agreement

Motion by Leeper, second by Anderson to approve Resolution 052316C-2, the resolution to approve the amended and restated Louisa transmission agreements. Following the roll call vote the motion passed unanimously.

5. Resolution 052316D: Appoint Interim City Clerk, Amy Lenz, to City Clerk

Motion by Boots, second by Spear to approve the appointment of Interim City Clerk, Amy Lenz, to City Clerk. Following the roll call vote the motion passed unanimously.

Motions for Approval:

1. Claims List

ACTION SERVICES INC	PORT A POTTIE SERVICES	332.50
ACTION SEWER & SEPTIC SERV	CAMERA WORK ON PARKVIEW	440.00
ALLEN HOME MAINTENANCE LLC	NEW STORM DOOR & INSTALL	420.35
ALLIANCE WATER RESOURCES I	MAY SERVICES	24904.29
AUCA CHICAGO LOCKBOX	MATS	469.30
CEDAR COUNTY CO-OP	FUEL DISCOUNT	2794.89
CEDAR COUNTY ENGINEER	263.5 GL DSL	1126.17
CEDAR COUNTY SOLID WASTE	TRANSFER FEES	2880.00
CINTAS CORPORATION #342	SHOP TOWELS & UNIFORMS	466.70
CLARENCE LOWDEN SUN-NEWS &	YOUTH REC	264.00
CLIA LABORATORY PROGRAM	CERTIFICATE FEE	150.00
CUSTOM BUILDERS INC	UPS CHARGES	63.41
D & R PEST CONTROL INC	PEST CONTROL	190.99
DURANT AMBULANCE SERVICE I	TIER CHARGE	50.00
EASTERN IOWA LIGHT & PWR	FLAGPOLE LIGHT	868.65
EMERGENCY MEDICAL PRODUCTS	MEDICAL SUPPLIES	50.12
FARNER-BOCKEN COMPANY	CONCESSIONS ORDER	777.01
FILTRATION CORP. OF AMERIC	OPERATING SUPPLIES	124.47
FLETCHER-REINHARDT CO.	CONDUIT STRAPS	62.06
G & K SERVICES	UNIFORMS	138.60
GLOBAL RENTAL CO INC	BUCKET TRUCK RENTAL	492.86

HOLIDAY INN DES MOINES AIR	IMFOA TRAVEL TRAINING	380.80
INTEGRATED TECHNOLOGY PART	MANAGED NETWORK SERVICES	3892.29
IOWA ASSOCIATION OF	RECOVERY OF TRANSMISSION COSTS	1700.00
IOWA LAW ENFORCEMENT ACADE	EVALUATION OF MMPI	140.00
IOWA ONE CALL	LOCATES	62.10
KUNDE OUTDOOR EQUIPMENT	OPERATING SUPPLIES	13.25
LATHAM & ASSOCIATES INC	TRAVEL EXPENSE FOR MEETING	44.28
MANATTS INC	CURB ON EAST 11TH STREET	425.00
MC CLURE ENGINEERING COMPA	SANITARY COLL & SYS EVALUATION	31600.00
MITCHELL 1	MONTHLY WEB SUBSCRIPTIONS	233.05
MUNICIPAL SUPPLY INC	RENEWAL OF SENSUS REPORT	1950.00
OFFICE EXPRESS	OFFICE SUPPLIES	493.38
PEPSI-COLA	DRINK ORDER	1127.99
PRAXAIR DISTRIBUTION INC	OXYGEN	275.20
QUAD CITY TESTING LABORATO	PARTICLE TESTING	256.00
REPUBLIC SERVICES OF IOWA	RECYCLING SORT FEES	549.54
RESCO	DIE KIT	856.00
SPAHN & ROSE LUMBER CO	TRAINING SUPPLIES	159.54
SPINUTECH INC	MAY EMAIL MARKETING	25.00
STANARD & ASSOCIATES INC	TESTING	102.00
STATE HYGIENIC LABORATORY	POOL TESTING FEES	12.50
STEVE GRITTON	REPAIR GARAGE DOOR	870.00
STOREY KENWORTHY/MATT PARR	UTILITY BILLING ENVELOPES	586.44
SUN INDUSTRIES INC	HERBICIDE	329.88
SWICK CABLE CONTRACTOR'S I	DIRECTIONAL BORING SYC & 3RD	3905.00
T & M CLOTHING CO.	LIFEGUARD SWIMWEAR	596.70
TEMPLE DISPLAY LTD	DOWNTOWN GARLAND/DECOR	8119.74
THOMPSON TRUCK & TRAILER	REPAIR PARTS #30	912.94
TIFFINY'S TIPTON BAKERY	DARE SUPPLIES	88.00
TIPTON CONSERVATIVE	4TH OF JULY VENDORS	1061.63
TIPTON ELECTRIC MOTORS	CRIMPING TOOL KIT	2497.23
TIPTON GREENHOUSE	EMS/DISPATCHER WEEK	81.25
TIPTON PHARMACY	PHARMACEUTICALS	788.65
TRANSWORLD SYSTEMS INC	COLLECTION EXPENSE	131.89
TURBO PRO INC	36 TUBES	565.00
UTILITY SALES & SERVICE IN	60 METERS	4921.65
VOGEL TRAFFIC SERVICES	15 GL PAVEMENT MARKING	221.25
WESCO RECEIVABLES CORP	TAP SPLITTER	2055.74
XEROX CORPORATION	BASE & METER CHARGES	1410.22
ZEP SALES & SERVICE	OPERATING SUPPLIES	265.30
	TOTAL	110772.80
	FUND TOTALS	
001 GENERAL GOVERNMENT		12,719.66

600	WATER OPERATING	12,780.26
610	WASTEWATER/AKA SEWER REVE	12,429.40
630	ELECTRIC OPERATING	13,326.61
640	GAS OPERATING	6,519.64
660	AIRPORT OPERATING	544.82
670	GARBAGE COLLECTION	3,589.08
740	STORM WATER	31,600.00
750	CEMETERY ENTERPRISE	32.25
810	CENTRAL GARAGE	5,517.83
835	ADMINISTRATIVE SERVICES	11,713.25
	GRAND TOTAL	110,772.80

City Credit Card Statement

Card Ttl **5,546.51**

City Card - Check out card

Operating Supplies - Ray Allen Manufacturing	157.48
Advertising - Gazette	460.60
Office Supplies - Staples	330.56
Office Supplies - Printing Services	27.86
Travel Training - Clarion Inn, Whiskey Road	86.98

Total Charges

1,063.48

Fire - One Card

Postage/Shipping - USPS	7.15
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Total Charges

7.15

Ambulance - One Card

Travel Training - Embassy Suites	19.00
Training - IEMSA, Amazon, Kirkwood, PWW Media	752.76
Postage/Shipping - USPS	7.35

Total Charges

779.11

Gas - One Card

Equipment Maint & Rpr Supp - Paypal	30.00
Small Tools - Paypal	43.11
USB Adapter Cable - Paypal	18.99

Total Charges

92.10

Electric - One Card

Operating Supplies - Buckeye Enterprises, Outfitters Supply	127.30
Meter Repair - Flir Commercial	120.00
Postage/Shipping - USPS	6.74
Misc Supplies - Walmart	53.21
Equipment Maint & Rpr Supp - Sample Brothers	630.16
Misc Supplies - Pizza Hut	22.44
Training - Fred Pryor Career Track	39.00

Total Charges

998.85

Public Works - One Card

Travel Training - Perkins, Quality Inn	217.87	
Small Tools - Harbor Freight Tools	318.84	
Total Charges		536.71
Library - One Card		
Postage/Shipping - USPS	114.95	
Office Supplies - Walmart, Demco, Better Containers	450.80	
Materials - Walmart, Amazon	304.75	
Program Supplies - Walmart, Family Foods, Fabric Stasher	41.35	
Bldg Maint Supplies - Walmart	3.96	
Total Charges		915.81
JKFAC/Recreation - One Card		
Training - Iowa Park and Recreation	225.00	
	225.00	
Operating Supplies - Fold A Goal	189.50	
Total Charges		639.50
City Clerk - One Card		
Training - Iowa League of Cities	505.00	
Misc Supplies - Tiffany's Tipton Bakery	8.80	
Total Charges		513.80
Statement Total		5,546.51

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

2. Iowa DOT Five Year Agreement, Maintenance & Repair

Motion by Anderson, second by Boots to approve the Iowa DOT Five Year Agreement for maintenance and repairs of the primary roads within the corporate limits of the city. Following the roll call vote the motion passed unanimously.

3. Market Services Agreement, MidAmerican Energy Co.

Motion by Boots, second by McNeill to approve the annual Market Services Agreement with MidAmerican Energy Company. Following the roll call vote the motion passed unanimously.

4. Street Closure, 5th Street, Cedar to Meridian St.

Motion by Leeper, second by Anderson to approve the street closure on 5th Street, between Cedar and Meridian St., on Thursday, June 16, 2016, from 4:00 p.m. to 6:30, for Emergency Awareness. Following the roll call vote the motion passed unanimously.

5. American Public Power Association, Day of Caring

Motion by Boots, second by Spear to approve American Public Power Association, Day of Caring, on Friday, June 10, 2016. Following the roll call vote the motion passed unanimously.

6. Energy Efficient Rebate Program, Tabled May 2, 2016

Motion by Boots, second by Anderson to remove the Energy Efficient Rebate Program from the table. Following the roll call vote the motion passed unanimously.

Motion by Leeper, second by Boots to approve the updated Energy Efficient Rebate Program that will take effect on July 1, 2016. Following the roll call vote the motion passed unanimously.

7. Compressor Unit, Blower Assembly for the James Kennedy Family Aquatic Center, Emergency Repair
Motion by Spear, second by Boots to approve replacement of the compressor unit and blower assembly at the James Kennedy Family Aquatic Center. Following the roll call vote the motion passed unanimously.

8. Gas Utilities Operating & Maintenance Manual Revisions and Update

Motion by Anderson, second by Leeper to approve adopting a new gas utilities O & M Revisions and Update Plan with Iowa Association Municipal Utilities. Following the roll call vote the motion passed unanimously.

9. Set Public Hearing Date – Ordinance No. 556, Amending Provisions Pertaining to Disorderly Conduct, Funeral or Memorial Service

Motion by Spear, second by Leeper to set June 6, 2016, at 5:30 p.m., for the public hearing for Ordinance No. 556. Following the roll call vote the motion passed unanimously.

10. Fee Waiver City Official Golf Carts – 4th of July

Motion by Boots, second by Spear to approve waiving the \$25.00, for each of the four golf carts to be used by city staff on the 4th of July. Following the roll call vote the motion passed unanimously.

Reports to be Received/Filed:

1. Alliance Water Resources April Operations Report
2. Community Development Report, May 2016
3. Substation Transformer Oil Results
4. Engine Generator Report

5. Follow-up Analysis, In-house Water & Sewer Operations Management

Motion by Anderson, second by McNeill to accept reports to be received/filed which includes the April Water Report, the May Community Development Report, Substation Transformer Oil Results, Engine Generator Report, with a power point presentation given by Electric Superintendent Taber, and the follow-up Analysis, In-house Water & Sewer Operations Management, in which Interim Manager Long was not able to get complete, but will get to the council before the June 6, 2016, council meeting. Following the roll call vote the motion passed unanimously.

Reports of Mayor/Council/Manager/Department Heads:

Mayor's Report

Reminder of last day of school is Friday, May 27, 2016.

Council Report

Council person Boots stated that CCEDCO is having a Social Media Seminar, on June 10, 2016, at 10:30 a.m.

Manager's Report

Met with the City engineer and school staff about drainage, signage and parking as a joint project.

Received and accepted a one-time broadleaf control bid from a local contractor for the ball fields.

Pat Callahan filling in June 7-June 30, while gone on vacation.

Will get the analysis of the in-house water and sewer operations to the council before the June 6, 2016, council meeting.

Will complete the union bargaining contract for the June 6, 2016, council meeting.

Closed Session:

Closed Session, Pursuant to Iowa Code Chapter 21.5(1)), 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 Anderson, second by McNeill to adjourn from regular session to closed session pursuant to Iowa Code Chapter 21.5(1)), 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 7:04 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 7:17 p.m., with the following councilmember's present: Leeper, McNeill, Boots, Anderson and Spear.

No action was taken.

Adjourn:

With no further business to come before the council a motion to adjourn was made by Anderson, second by Leeper. Following the roll call vote the motion passed unanimously.
Meeting adjourned at 7:18 p.m.

Mayor

Attest:
City Clerk

April, 27th 6:30pm Library meeting minutes

Jamie called meeting to order 6:30.

In attendance: Denise Smith, Dale Jedlicka, Jennifer Johnson, Jim McCollough, Jamie Meyer, Shirley Kepford.

Motion to approve last month's minutes: Jim approved, Dale 2nd, motion carried. In last month's minutes was "conform with Shirley," no one could recall what to confirm. Jamie moved to strike from minutes, Dale approved, Jim 2nd. Motion carried.

From Friends of the Library: The Friends want the Edie Ford gift to go to an electronic sign out in front of the library. A sign like that is estimated at \$35,000. Conversation moved towards moving/tearing down old sign (made by Brandon Kilburg for Eagle Scout project who is ok with either decision) and getting a new sign out front similar to the rocks "TIPTON" signs at the north and south ends of Tipton.

The Friends have also mentioned making the front of the library handicapped accessible by putting a ramp out front.

Director's Report: Programing: The Library is getting the Summer Reading Program up and going and is visiting Preschool 8th grade classrooms to get kids excited and signed up for the program. 4th-6th book chat and adult book chat.

Continue to supports several transactions: Copies, faxes, interlibrary loans, coffee

Library staff reviewed the discipline policy with children/young adults at the library.

Would like to thank Lisa Horman and the Girl Scouts for their work, Mary Agne and Jen Hertert for their help.

Denise will be leaving for daughter's wedding May, 12 - May 25. Diane will be in charge in her absence.

TMI has been coming by often checking in. They fixed the heater in the back hallway.

Education: Review open records, confidentiality.

Financial committee: financial reports: Maintenance high in Spring, but evens out by July 1. Dale motion to accept financial report, Shirley 2nd. Motion carried.

Personnel committee: N/A

Maintenance: mowing bids (see in Old Business)

Friends of the Library: Jim Gaul resign replaced by Sandy Delaney, Barb Cary added to Friends.
Oct. 3rd Annual Meeting

Old business: Director Evaluation: use the same as before

Mowing Bids:

Rodney Yard Mowing (Rodney Ohrt) Total bid: \$7400 or \$616.67/month

West Side Customs (Brian Meier) Total bid: \$4720 or #393.34/month

Grasshopper Lawn Care (Dan Kessler) Total bid: \$3100 or \$258.33/month

Have had Grasshopper last 2 years, been satisfied with service. Motion to accept Grasshopper's bid Jen J. 2nd Jim M. motion carried.

Light Update: Floyd ordered lights (March 29) saved \$900, 4-6 week delivery

On the lights that are not working need to rewire all lights to fix estimated cost \$1500-\$2000. Will connect to city's wiring so lights will come on at the same time at night as the city's.

Dale motion to accept the rewire and new light. Jen J 2nd. Motion carried.

Dale would still like to see a white flood light on the Civil war monument.

New business: Gift policy: do we need to revise or rewrite? After discussion Jim M. motion to leave as is. Jen J. 2nd. Motion carried.

Misc. Meeting May 25th 6:30 motion to approve and adjourn Jim M. Shirley 2nd. Motion carried

Library Director's Report April 2016

Programming

Kid's Programs
Total 10 Programs 329 kids

Teen Programs
Total 0 programs 0 teens

Adult Programs
Total 1 programs 6 adults



4th-6th Grade Book Chat

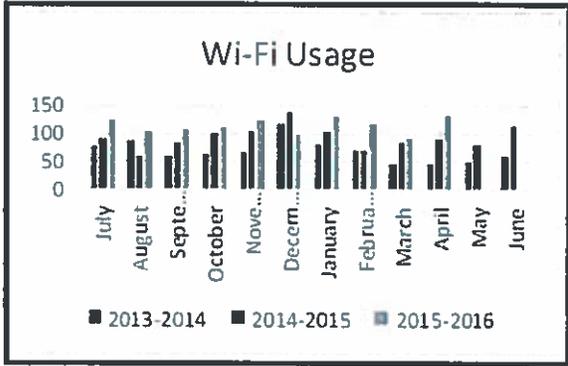
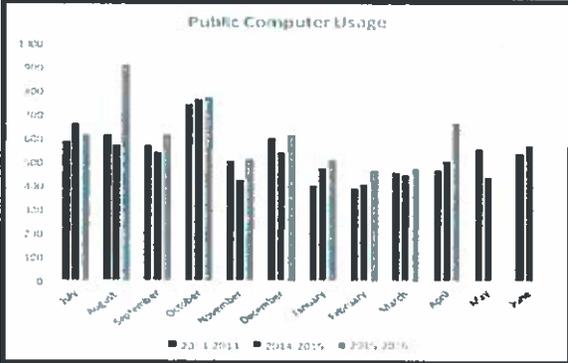
Materials

Adult CDs	5
Total Audios	5
Adult DVD's	12
Blue Ray Disc	1
Total DVD's	13
Adult Fiction	42
Adult Non-fiction	6
Beginner Readers	3
Biographies	1
Board Books	8
Christian Fiction	1
Kid's B. Chapter	4
Kids Fiction	39
Kids Nonfiction	1
Kid's Picture Books	46
Mystery	4
Teen Fiction	33
Total books	188
Magazines	39
Total Magazines	39
Other	17
Total Other	17
Total	262
Discarded	
Books	117
Magazines	37
Audios	4
Videos	7
Other	53
Total	218

Meeting Room Users
Non-profits-1 users
Private Individuals-1 users
Total: 2 times

Monetary amount spent on:
Books: \$1800.92
CDs: \$144
DVDs: \$743.38

Ebook checkouts: 48
Audio checkouts: 39



Transactions written down from 3/29 thru 5/1
Copies-260
Faxes-18
Interlibrary Loans-34
Coffee-38
Friends of the Library-48

AGENDA ITEM # G-1,H-1

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	June 6, 2016
AGENDA ITEM:	Disorderly Conduct at Funerals Ordinance
ACTION:	Motion and vote to approve, table or deny first reading

SYNOPSIS: The Code of Iowa allows cities to establish criteria to restrain or arrest individuals who would protest or disrupt a funeral service or procession, such as has occurred by individuals associating with a small primitive church located near Topeka, Kansas, or any group or individual so inclined with such lack of common decency.

In order to implement this as an ordinance, there must be a public hearing set, and three readings of the ordinance.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Administration and Public Safety

MAYOR/COUNCIL ACTION: Motion and vote to approve, table or deny first reading of the draft ordinance.

ATTACHMENTS: Draft Ordinance Amending Provisions of the Code Related to Disorderly Conduct

PREPARED BY: Tim Long

DATE PREPARED: 06/03/16

ORDINANCE NO. 556

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF TIPTON, IOWA, BY AMENDING PROVISIONS PERTAINING TO DISORDERLY CONDUCT

Be It Enacted by the City Council of the City of Tipton, Iowa:

SECTION 1. SUBSECTION MODIFIED. Subsection 8 of Section 40.03 of the Code of Ordinances of the City of Tipton, Iowa, is repealed and the following adopted in lieu thereof:

8. Funeral or Memorial Service. Within 1,000 feet of the building or other location where a funeral or memorial service is being conducted, or within 1,000 feet of a funeral procession or burial:

A. Make loud and raucous noise that causes unreasonable distress to the persons attending the funeral or memorial service or participating in the funeral procession.

B. Direct abusive epithets or make any threatening gesture that the person knows or reasonably should know is likely to provoke a violent reaction by another.

C. Disturb or disrupt the funeral, memorial service, funeral procession, or burial by conduct intended to disturb or disrupt the funeral, memorial service, funeral procession, or burial.

This subsection applies to conduct within 60 minutes preceding, during, and within 60 minutes after a funeral, memorial service, funeral procession, or burial.

(Code of Iowa, Sec. 723.5)

SECTION 2. SEVERABILITY CLAUSE. If any section, provision 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 section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, and approved this _____ day of _____

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

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

City Clerk

AGENDA ITEM 1.1

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	June 6, 2016
AGENDA ITEM:	Resolution No. 060616 A: U/E Local 893-13 Contract, FY 17, 18
ACTION:	Motion and vote to approve, table or deny approval of the labor contract.

SYNOPSIS: The City Council accepted the Tentative Approval of contract terms with the bargaining unit at its February 1, 2016 meeting, pending the City staff and bargaining unit formalizing the agreement terms in a written formal contract form, incorporating the findings from the Verisight wage study for the Job Classifications and Pay Scale Appendix. It is noteworthy that this is the City's first significant effort at establishing a job classification and pay scale based on analysis of comparable positions, and is a worthwhile effort to rationalize and equalize pay across all departments.

With the exception of nomenclature around three bargaining unit job classifications, the bargaining unit representatives accept the final draft document as written and presented here to the City Council. Therefore, rather than make a rushed attempt to come to mutual understanding on the job classifications and amend the attached document on the floor Monday night,

I recommend the Council table action on this resolution until June 20.

I have discussed the matter of sorting out the pay scale issues with the union's local representatives and the Union Representative today (Friday), and with the two utilities superintendents affected. All agreed that the issues of staking the job classifications for the three employees should be a relatively straightforward discussion having only minor, if any fiscal impact. I have also discussed this with Pat Callahan, who will facilitate this discussion on the City Council's behalf over the next two weeks, so as to present a final Pay Scale Appendix with the Agreement.

BUDGET ITEM: All funds; and the general terms of the wages have been accommodated in the FY 2017 budget. I anticipate no impact to the budget from clarifying the Pay Scale Appendix.

RESPONSIBLE DEPARTMENT: Administration

MAYOR/COUNCIL ACTION: Motion and vote to approve, table or deny approving the resolution.

ATTACHMENTS: Final Draft, Collective Bargaining Unit Agreement

REPAIRED BY: Tim Long

DATE PREPARED: 6/3/16

RESOLUTION NO. 060616 A

**A RESOLUTION OF ACCEPTANCE OF A FINAL AGREEMENT
BETWEEN THE CITY OF TIPTON, IOWA AND U/E LOCAL 893-13
REGARDING WAGES, BENEFITS AND RULES OF WORK FOR
BARGAINING UNIT EMPLOYEES OF THE CITY OF TIPTON**

WHEREAS, As provided for in Chapter 20 of the Iowa Code, the City Council of the City of Tipton, Iowa ("City) and the employees of the City covered under the collective bargaining agreement with U/E Local 893-13 (the "Union") completed bargaining sessions conducted by their respective representatives to provide for a Tentative Agreement regarding Wages, benefits and rules of work; and,

WHEREAS, Said bargaining sessions concluded a Tentative Agreement on January 15, 2016, with all representatives for the City and the Union having affixed their signatures to said Tentative Agreement; and,

WHEREAS, Whereas, the City passed and approved a resolution on February 1, 2016 accepting a Tentative Agreement pending preparation of a final contract matching said Tentative Agreement in form, intent and substance authorizing its staff and counsel to complete said final contract for review and approval by the City Council.

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

SECTION 1. Said Collective Bargaining Agreement, between the City of Tipton, Iowa and the United Electrical, Radio, & Machine Workers of America Local 893 Iowa United Professional, July 1, 2016 thru June 30, 2018 is attached to and is made a part of and is hereafter a part of this Resolution.

SECTION 2. The City Council accepts this Bargaining Agreement as binding as such, and authorizes the Mayor, City Manager and members of the City Bargaining Committee to execute said Bargaining Agreement on behalf of the City .

PASSED and ADOPTED this ___ day of _____, 2016.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF TIPTON, IOWA

&

UNITED ELECTRICAL, RADIO, & MACHINE
WORKERS OF AMERICA
LOCAL 893 IOWA UNITED PROFESSIONAL

JULY 1, 2016 thru JUNE 30, 2018

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THIS AGREEMENT is entered into by and between the City of Tipton, Iowa hereinafter referred to as "Employer," and the United Electrical, Radio and Machine Workers of America, Local 893 Iowa United Professionals, hereinafter referred to as "Union".

ARTICLE 1.

Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 5431 dated June 4, 1996, to-wit:

INCLUDED: All full-time and part-time employees in the following classifications: Line Mechanic Foreman; Inspection Foreman; Line Person; Apprentice Line Person; Meter Reader ; Power plant operator; Gas Operator, Garbage truck driver; Fleet Mechanic; Equipment operator; Water/Wastewater Superintendent, Administrative Assistant; and Account Clerk.

EXCLUDED: City Manager; Finance Director; City Clerk; Gas Superintendent; Electric Superintendent; Electric Distribution Supervisor; Director of Public Works; all other employees of the City of Tipton and all other persons excluded by Section 20.4 of the Act.

Section 2. The parties further agree that any classification added to or deleted from the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement, shall be recognized thereafter as included or not included within the bargaining unit, as the case may be, pursuant to the Board's certification, and employees in those classifications will be included or not included within the bargaining unit as the case may be.

ARTICLE 2.

Union Representatives--Stewards

Section 1. The Employer agrees to permit any authorized non-employee Union representative to have access to the City facilities and working sites for the purpose of adjusting grievances or conducting other legitimate Union business as described in Section 2 below. The representative agrees to notify the City Manager and obtain permission to confer during working hours. Such permission will not be denied by the City, unless participation in such conference will interfere with the normal operations of the department.

Section 2. The Employer recognizes the right of the Union to designate a steward or stewards to handle Union business. The Union shall keep the Employer notified of the identity of the Union steward(s) at all times. It is understood and agreed that only one (1) employee steward or representative will be designated to participate while on pay status in any one (1) specific duty or activity set forth below. The authority of the steward designated by the Union, as it relates to this Agreement to be conducted during the regular workday, shall be limited to the following duties and activities:

a) To investigate any alleged grievance within the bargaining unit which the steward represents, provided the steward secures prior permission from the City Manager to conduct such investigation for a reasonable time as determined and approved in advance by the Manager.

b) The presentation of grievances with his/her Employer or designated Employer representative in accordance with the provisions of this Collective Bargaining Agreement.

c) The transmission of all authorized bargaining unit information which is in writing; or, if it is verbal, it is of such routine nature that it does not cause work slowdown or work stoppage or interfere with the Employer's business.

d) The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request. After the employee makes the request, the employer must choose from among three options. The employer must: grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; deny the request and end the interview immediately; or give the employee a choice of having the interview without representation or ending the interview. If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

Section 3. Time spent by the designated steward acting under this Article shall be entitled to pay up to three (3) hours per month, up to a maximum of twenty-four (24) hours per year. Time spent by the steward on the above activities, whether on pay status or not, shall not be counted as hours worked for the purposes of calculating overtime. The maximum amount the Employer will be obligated to pay under this Article in any one (1) month is three (3) hours, regardless of the activity or activities occurring or number of stewards involved.

ARTICLE 3. Dues Checkoff

Section 1. The Employer will make monthly deductions from the wages of each employee covered by this Agreement if the employee provides the Employer with written authorization to make such a deduction. The monthly deductions shall be divided between the first two (2) paychecks of the month. The deductions will be made for monthly Union dues, which may include a Two Dollar (\$2.00) per month supplemental dues deduction, in the amounts certified in such authorizations by the employee or as the same may be modified by written notification from the Union. The Employer will remit such money, together with a statement listing the amount of money withheld from each employee, to the Union no later than ten (10) days after the payment of the second monthly paycheck.

Section 2. Any authorization to deduct monthly Union dues may be revoked by the employee at any time, upon thirty (30) days' written notice to the City, and shall automatically be canceled upon termination of employment. The employee shall also send written notice to the Union.

Section 3. The Union, its successors and assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages or judgments brought by an employee, representative or agent of any employee or against any liability found against the Employer arising out of the operation of this Article or as a result of any action taken by the Employer in reliance on individually authorized deduction forms furnished to the Employer by the Union. Nothing herein shall be construed as creating any obligation on the part of the Employer for the payment of any Union dues or deductions on behalf of the employee.

ARTICLE 4. Seniority

Section 1. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire, including service in a temporary position. Employees entering the bargaining unit from positions exempted by statute from collective bargaining shall include, for the purposes of seniority under this Article, only time spent in positions not exempted by statute from collective bargaining. All time spent in positions exempted from collective bargaining by statute shall not be included in the employee's seniority. In the event two (2) employees have the same date of hire, for the purposes of this Article, seniority for those individual employees under the same date of hire shall be placed on the seniority list in alphabetical order.

Section 2. The Employer shall prepare and post complete seniority lists of the employees covered by this Agreement on July 1 of each year. This list shall contain each worker's name, job classification and seniority date. A copy of the list will be given to the Union. Anytime that seniority lists are revised during the term of this Agreement, a revised list shall be posted and a copy shall be given to the Union. Employees shall have thirty (30) days after the date that the seniority list is posted in which to protest the correctness of their seniority date.

Section 3. Seniority shall continue for all periods of sick leave, family medical leave or workers' compensation. The seniority of an employee shall terminate if the employee voluntarily terminates employment for any reason, including retirement; is discharged; fails to report to work after notice of recall within the time limit set out in this Agreement; is laid off for a period exceeding twenty-four (24) months; is absent from work for two (2) consecutive workdays without notice to and approval by the Employer, unless evidence satisfactory to the Employer clearly provides that the employee was physically unable to give notice to the Employer; fails to report to work on the next scheduled workday following completion of a leave of absence without written approval of the Employer; or gives a false reason for obtaining leave of absence. If a discharged employee is ordered reinstated to work by any Court, based on the Employer's violation of the law or public policy, or by the Employer, the Employer agrees to restore the employee's seniority up to the date of the final order.

Section 4. If there is a position vacancy in any bargaining unit position, and if the Employer makes a decision to fill that position, the Employer shall post a notice of such position vacancy on the bulletin board used by the Employer for ten (10) workdays during which time a present employee may apply for such vacancy. In filling a vacancy, if all factors are equal, seniority will prevail. Seniority within the classification shall govern first; after that overall unit seniority shall govern. Notification will be given to all unsuccessful bargaining unit applicants within three (3) workdays following the selection.

ARTICLE 5. Procedure For Staff Reduction

Section 1. When the Employer determines that layoffs within the classification are necessary, the employees with the least seniority within the affected classification shall be laid off first. The employee removed may then replace the least senior worker in any lower job classification within the bargaining unit for which the employee is qualified. A temporary, probationary or part-time employee performing duties within the affected classification shall be laid off first, in that order. No temporary or probationary employee shall have any right of recall. On recall from layoff, employees, within a department, will be returned to work in the reverse order in which they were laid off.

Section 2. The Employer agrees, insofar as is possible, to give at least twenty (20) calendar days' notice to the Union and any employee who is to be laid off, except where staff reduction is caused by events beyond the control of the Employer.

Section 3. An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail, return receipt requested, to the employee's latest advised address.

Section 4. No new employee will be hired for a job in the affected classification until an employee laid off from that classification has failed to comply with a notice of recall.

Section 5. An employee shall report to work within fourteen (14) calendar days after the notice of recall is returned, either signed or undeliverable, unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report to work on said later effective date.

ARTICLE 6.
Hours of Work

Section 1. The normal workweek for regular, full-time employees, for the purposes of this Article, shall commence at 12:00 a.m. on Thursday and shall end at 12:00 a.m. on the following Thursday.

Section 2. The work schedules for all employees shall not be construed as a guarantee of hours of work or a particular workweek and may be changed by the Employer from time to time to meet the Employer's requirements if it is determined by the Employer that the change will best provide the service to be rendered or to accommodate the public being served. An employee's hours of work will not be changed solely to avoid the payment of overtime, except as provided in Section 4 below. The Employer shall give the Union and the employee as much advance notice as possible of any major change in work schedules.

Section 3. The normal work schedule for employees under this Agreement shall be as follows:

a) The normal workday shall be from 7:30 a.m. through 4:30 p.m., Monday through Friday, with an unpaid lunch period of one (1) hour for personnel assigned to City Hall. The normal workday for all other employees shall be from 7:15 A.M. through 4:00 P.M., Monday through Friday, with an unpaid lunch period of 45 minutes. . Early or later starting and ending times may be mutually agreed upon between the worker and immediate supervisor.

b) To the extent reasonably possible, each employee shall receive a fifteen (15) minute break during the first half of the workday and a fifteen (15) minute break during the second half of the workday. Any employee who works more than three (3) consecutive hours beyond their regular shift, to the extent reasonably possible, will receive an additional fifteen (15) minute break. The times and arrangements for lunch and rest periods may vary. A break period cannot be added to the lunch period and cannot be accumulated or carried over to the next day.

Section 4. If, at any time, it is determined that an above-stated normal work schedule requires the paying of overtime under the Fair Labor Standards Act, the Employer shall have the right to immediately rearrange the normal work schedule to avoid the necessity of paying overtime solely as a result of an employee working the normal work schedule. In the event of the necessity to rearrange the work schedule on the Fair Labor Standards Act, the Employer will notify the Union as soon as possible.

ARTICLE 7.
Overtime/Standby/Callback

A. Overtime.

Section 1. Overtime shall be defined as any time properly authorized by the Employer in excess of the employee's normal forty (40) hour work week, in excess of the employee's normal eight (8) hour work day, or Saturdays and Sundays. An employee shall be required to work such overtime as the Employer requires.

Section 2. No employee shall be paid or otherwise compensated more than once for work performed; nor shall pay, compensation or benefits be pyramided.

Section 3. Overtime shall not be used to punish or reward employees.

Section 4. In determining whether an employee is entitled to overtime, only hours actually worked shall be counted in determining whether an employee is entitled to overtime. Vacation, sick leave, holiday leave, jury duty, military leave and compensatory time off shall not be counted as hours actually worked in determining overtime.

Section 5. Overtime shall be paid at one and one-half (1 ½) times the employee's regular hourly rate of pay, as set out in Exhibit A, or taken as compensatory time. The option of pay or compensatory time shall be decided by the employee, at the time the overtime is earned. If no decision is made at that time, the overtime shall be paid as set forth above.

Section 6. An employee may request compensatory time off in lieu of overtime pay at the rate of

one and one-half (1 ½) hours compensatory time earned for each hour of work performed in excess of forty (40) hours per week. The request for compensatory time off is subject to the approval of the City Manager. No employee shall maintain a balance of unused compensatory time in excess of sixty (60) hours. An employee may request a pay out of any banked compensatory time no more than two (2) times per year. All compensatory time shall be used within the fiscal year earned. Unused compensatory time shall be paid on the last day of the fiscal year in which it was earned, at the employee's regular hourly rate of pay. Compensatory time shall also be paid upon the employee's separation from service.

B. Standby.

Section 1. Standby is defined as time when the Employer specifically requires an employee to carry a pager and be immediately available to report for duty during a scheduled time off. "Immediately available" means the employee must report for duty within one-half (½) hour of being called to work. An employee who fails to comply with the Employer's directive is subject to discipline. The terms "standby" and "on-call" are synonymous for the purposes of this Article.

Section 2. An employee required to be on "standby" will receive one (1) hour of straight time pay for each weekday, Sunday through Thursday, the employee is required to be on standby. An employee required to be on "standby" on Friday or Saturday or a holiday as designated in this Agreement shall receive three (3) hours of straight time pay. Standby constitutes a continuous period from the end of the employee's work shift to the beginning of the next work shift, but, in no event, greater than twenty-four (24) hours. Standby time will not be considered as time worked for the purposes of computing overtime. An employee will not be required to be on standby during approved vacation or approved leaves of absence as defined in this contract.

Section 3. An employee on standby who is called into work shall receive callback pay. If the additional time worked causes the employee to actually work more than forty (40) hours in the workweek, the employee will receive overtime pay for the time actually worked in excess of forty (40) hours.

Section 4. If an employee is on standby and does not report to work within the required one-half (½) hour after receiving notice to report for duty, the employee shall forfeit the callback pay, described in this Article, and may be subject to discipline. The forfeiture of callback pay under the provisions of this section does not relieve the employee from the requirement to be on standby for the remainder of the standby period. The employee will not be required to forfeit the callback pay for failing to report to duty within one-half (½) hour after receiving notice, provided the employee had received advanced permission from the Employer waiving the one-half (½) hour report time or establishing a different report time period or was unable to report within the prescribed period due to an emergency, weather conditions or other events beyond the employee's control. If the employee and Employer agree to establish a different reporting time and the employee does not report to work within the agreed upon report time, the forfeiture provisions set forth above shall apply.

C. Callback.

Section 1. An employee will be considered to have actually worked a minimum of one (1) hour regular pay in the event the employee is called back to work by the Employer. All time actually worked during the callback shall be considered as hours actually worked for the purpose of computing overtime.

Section 2. Callback does not apply if the employee is called to work one (1) hour or less prior to the start of the employee's shift, in which case the employee will be considered to have actually worked from the time the employee reported to work. Callback does not apply where an employee is ordered to work beyond the end of the employee's regular shift.

ARTICLE 8.

Holidays

Section 1. The following eleven (11) days are designated as holidays, to-wit: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas eve, Christmas Day and two (2) personal float days. Effective July 1, 2010, President's Day will be added to the list of designated holidays to equal twelve (12).

Section 2. When a holiday falls on a Saturday, the Friday preceding said holiday shall be declared the holiday. When a holiday falls on a Sunday, the Monday following the holiday shall be declared the holiday for the purpose of this Article. (This section does not apply to the personal float day.)

Section 3. If an employee is required to work on a holiday, the employee shall be paid one and one-half (1 ½) time the employee's regular hourly rate.

Section 4. All employees covered under this Agreement will be paid for eight (8) hours of regular pay for each holiday recognized above, provided that:

- a) The employee has worked for thirty (30) calendar days.
- b) The employee has worked the last scheduled workday and the first scheduled workday following such holiday. (Employees who are on authorized leave time shall be considered as having worked for the purpose of receiving holiday pay.)
- c) In the event a holiday occurs while an employee is on vacation or authorized sick leave, the day will be considered and paid as a holiday and not as vacation or sick leave.

Section 5.

- a) The personal float days will only be considered a holiday for the individual taking the float day. An employee's use of the personal float day will not be recognized as a holiday for the other employees and will not trigger the holiday pay provisions above.
- b) The personal float days must be used during the fiscal year or forfeited and may not be carried over.
- c) The employee must give at least three (3) workdays notice in advance of the date the employee desires to use this personal holiday.

ARTICLE 9.

Vacations

Section 1. An employee shall earn paid vacation after continuous period of service pursuant to the following schedule:

- a) Following the completion of six (6) months of employment, three (3) working days of vacation will be earned.
- b) Following the completion of one (1) year of employment, five (5) working days of vacation will be earned.
- c) Following the completion of two (2) years of employment, ten (10) working days of vacation will be earned.
- d) Following the completion of three (3) years of employment, ten (10) working days of vacation will be earned.
- e) Following the completion of four (4) years of employment, eleven (11) working days of vacation will be earned.
- f) Following the completion of five (5) years of employment, eleven (11) working days of vacation will be earned.
- g) Following the completion of six (6) years of employment, twelve (12) working days of vacation will be earned.

h) Following the completion of seven (7) years of employment, twelve (12) working days of vacation will be earned.

i) Following the completion of each year thereafter, the employee shall earn one (1) additional working day of paid vacation up to a maximum of twenty-five (25) working days of vacation.

Section 2. The purpose of a vacation is to enable the employee to enjoy periodic rest and recreation from the employee's regular job so that the employee may return to work refreshed. The use of vacation time is granted freely in accordance with the needs of the City of Tipton.

Section 3. If more than one (1) employee turns in a vacation request for the same day(s), the employee who turned in the request first will be given the requested time off. If the requests are turned in at the same time, the most senior employee will be given the time off.

Section 4. In the event a holiday occurs during an employee's vacation period, such day will be counted as a holiday and not as a day of vacation. In the event of illness or injury while an employee is on vacation leave, that portion of the vacation leave may be substituted for and charged against the employee's accrued sick leave upon submission of medical verification, acceptable to the Employer, verifying the employee was under a physician's care contemporaneous with the illness or injury, up to a maximum of two (2) days. Such substitution may only be taken in eight (8) hour increments.

Section 5. Accrued vacation leave may be taken by an employee from time to time as approved by the employee's supervisor and City Manager. Vacation leave may be taken in one-half (1/2) hour increments. An employee must notify the supervisor as soon as the employee knows that vacation leave will be requested. Once vacation leave has been approved, it must be taken, unless specific authorization is received from the City Manager to cancel or change the vacation leave.

Section 6. Vacation time must be used within twelve (12) months of entitlement which will be based on an employee's employment anniversary date. No employee will lose vacation as a result of the change from fiscal year to anniversary date. Vacation time may be carried over the following year with approval from the City Manager up to a maximum of five (5) days and will not be unreasonably withheld.

Section 7. A request for vacation will not be unreasonably denied by the Employer. Vacation days shall be computed as days worked for the purposes of calculating seniority and the accrual of other benefits under this Agreement, but shall not be considered as hours of work for the purposes of computing overtime.

Section 8. Upon separating from service, employees will be paid for any unused, earned vacation.

ARTICLE 10. Leaves of Absence

A. Sick Leave.

Section 1. An employee shall earn eight (8) hours of sick leave for each month of employment to a maximum accumulation of one thousand (1000) hours.

Section 2. Sick leave may be used for personal illness and injury including medical or dental appointments during work hours, subject to the provisions set out hereafter.

Section 3. An employee may use up to forty (40) hours of sick leave in the contract year if it is necessary for the employee to take care of the employee's spouse, child, stepchild or a member of the employee's immediate household due to the serious illness or injury of such a person. This includes accompanying such person as listed above to medical and dental appointments, if necessary.

Section 4. The father of a newborn child, or of a newly adopted child, may use up to twenty-four (24) hours of paid sick leave for the purpose of caring for the mother and child. This leave will not constitute an occurrence under the provisions of Section 5 below. Employees may combine the above leave with vacation leave or personal float holiday, if available or with unpaid leave if permitted.

Section 5. An employee who uses a cumulative total of forty-eight (48), or more hours of sick leave in three (3) or more occurrences during any contract year, or upon the Employer's request, shall furnish the employee's supervisor with a doctor's certificate for each absence due to sickness or injury for the remainder of the contract year, which certificate is to be obtained by the employee at the employee's cost.

Section 6. To be eligible for sick leave payment, an employee shall notify the employer as soon as

possible, but in any event, not later than ten (10) minutes after the starting time of the employee's workday, unless the employee is unable to notify the employer because of an emergency.

Section 7. No employee is entitled to compensation for unused sick leave time and termination of service shall terminate any and all obligation of the employer in connection with the unused sick leave time.

Section 8. Sick leave will not be allowed if an employee is injured while gainfully employed by a different employer who should be covered by workers compensation. An employee who is injured while on the job for the City may elect in writing to use up to twenty-four (24) hours of sick leave, if it is available, during the statutory waiting period. Any amount of sick leave taken by an employee pursuant to the previous sentence shall be chargeable against the employee's sick leave, provided that this benefit shall not be available to an employee who fails to report an injury to the supervisor within twenty-four (24) hours of the occurrence.

Section 9. An employee receiving worker's compensation benefits for a job-related injury or illness may elect to receive sick leave pay if it is available on a pro rata basis to offset any difference between the worker's compensation benefits and the employee's regular rate of pay, up to a maximum of thirty (30) hours of sick leave pay per year. In no event may the employee's combination of worker's compensation benefits and sick leave pay permit the employee to earn more than the regular rate of pay earned immediately prior to the injury or illness.

Section 10. Sick leave can be taken in increments of one-half (1/2) hour.

Section 11. Employees may donate vacation days at their discretion to a "Leave Bank" to be maintained by the City Clerk. Donations must be a minimum of one hour of leave. Employees donating vacation time must have a minimum of 120 hours of accumulated sick leave in their account and must retain five (5) days accumulated vacation after the donation. Said sick leave shall be available to eligible employees who, by reason of serious illness or injury, have exhausted their available vacation and sick leave. Determination of eligibility to receive banked leave shall be made by the City Manager following a review and recommendation by the Labor/Management Committee. Vacation hours donated shall be at the hourly rate earned by the employee making the donation. Sick leave hours received shall be at the hourly rate earned by the recipient.

B. Funeral Leave.

Section 1. An employee will be granted up to four (4) days of paid leave for the purpose of making arrangements or attending the funeral of the employee's spouse, child, parents, sister, brother or member of the immediate household.

Section 2. An employee will be granted up to two (2) days of paid leave in order to attend the funeral of the employee's mother-in-law, father-in-law, grandparents, spouse's grandparents, uncles, aunts, brother-in-law, or sister-in-law.

Section 3. Funeral leave shall only be used for the scheduled workdays falling within the period commencing upon the death and extending through the day after the funeral. To qualify for funeral leave pay, the employee must attend the funeral.

Section 4. An employee may request not to exceed one (1) day of time off without pay to attend the funeral of a friend or to serve as a pallbearer.

Section 5. If additional time is needed for the above situations the Supervisor may grant a leave of absence without pay not to exceed three (3) working days, provided such leave will not disrupt the operations of the employee's department.

C. Leave of Absence Without Pay.

Section 1. When staffing needs allow, the City may grant an employee's written request for a leave of absence without pay, provided the request is based upon good and sufficient reasons, which may include an employee's request for leave to participate in Union matters. A request for a leave of absence without pay, which exceeds a three (3) day period, must be accompanied by a detailed written request submitted to the City Manager for approval.

Section 2. In the event an employee fails to return to work at the end of any leave of absence without pay, the employee shall be deemed to have voluntarily resigned on the last day of such leave, unless such failure to return to work is excused by the Employer. In the event an employee becomes gainfully employed while on leave of absence without pay, the employee shall be considered to have voluntarily resigned.

Section 3. During a leave of absence without pay, the employee:

- a) must pay group hospital premiums falling due during any month the employee is not on the payroll;
- b) must pay premiums for coverage under any group life and disability insurance plan;
- c) shall not receive compensation, or earn leave benefits or any other job benefits or allowances;
- d) shall not acquire additional seniority;
- e) shall not be entitled to holiday leave, or any other leave;
- f) may not contribute to municipal retirement funds or programs.

The Employer may make an exception in writing to any of the above conditions (a-e) for unpaid leaves not exceeding thirty (30) days.

Section 4. Employees on a leave without pay shall not accrue vacation leave, sick leave, and are not eligible for holiday pay for any holidays that may occur during the leave period. If leave without pay is the result of documented physical or other incapacity, the City will continue its contribution for all insurance benefits provided the employee until final resolution of the employee's incapacity, but in no event beyond twelve (12) weeks. The employee must pay their share of the insurance costs during the period of time that leave is taken. If the leave without pay is requested by the employee for reasons other than an incapacity to perform the duties of the position, the City's contribution for insurance benefits shall terminate after thirty (30) days, but the employee may remain on the City's plan at their own expense if permitted under COBRA.

D. Jury/Witness Duty.

Section 1. An employee who is summoned for jury duty or called as a city witness shall receive a paid leave of absence for the time the employee spends on such duty. Said employee shall turn over to the Employer any jury service or witness fees to which the employee is entitled.

Section 2. An employee who is summoned for jury duty but who is not selected, shall return to work and an employee who is selected for jury duty shall return to work when released from jury duty within the employee's scheduled work hours.

Section 3. If an employee is subject to call for jury duty, the employee shall promptly notify the employee's immediate supervisor.

E. Military Leave.

Section 1. The Employer shall comply with the statute (§29A.28, Code of Iowa) granting leave of absence for military pay, as the same may be amended from time to time.

F. Voting Leave.

Section 1. The Employer shall comply with the statute (§49.109, Code of Iowa), as the same may be amended, granting an eligible voter time to vote.

G. Family and Medical Leave.

Section 1. An unpaid leave of absence will be granted to employees, upon the employees' request, for the following reasons:

- a) To care for an employee's child after birth, or placement for adoption or foster care, if within one (1) year of the event.
- b) To care for the employee's spouse, son, daughter, parents or parent who has a serious health condition.

c) For the employee's own serious health condition that prevents the employee from performing the employee's job.

Section 2. Nothing in the Leave of Absence Without Pay provisions of this Agreement shall be construed as a waiver of the employees or Employer's rights under the Family and Medical Leave Act (FMLA). Where there is an un-resolvable conflict between the provisions of the FMLA and this Agreement, the provisions of the FMLA shall apply.

ARTICLE 11. Grievance Procedure.

Section 1. A grievance is defined as a dispute arising between the Employer and the Union or any employee, as to the meaning or application of the provisions of this Agreement. A grievance shall be placed in writing and shall contain a statement indicating the issue involved, the relief sought, the date the incident or violation took place and the section or sections of the contract implicated. The grievance shall be presented to the designated Employer representative on forms furnished by the Union. The Union may process a grievance on its own.

Section 2. An employee may consult with a Union steward or representative during working hours, regarding a grievance, provided the steward or representative secures prior permission from the City Manager to consult with the employee and such consultation will not interfere with the normal operations of the department or departments involved.

Section 3. All grievances must be presented promptly and no later than fourteen (14) days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance; however, under no circumstances shall a grievance be considered timely after six (6) months from the date of occurrence. A grievance that may arise shall be processed and settled in the following manner:

Step I. An employee who has a grievance shall orally notify the employee's immediate supervisor as close to the occurrence of the event giving rise to the grievance as possible, and the parties shall make a reasonable effort to resolve the dispute between themselves, with or without the steward within seven (7) workdays. An answer to the grievance will be issued by the employee's supervisor in writing to the grievant within three (3) working days after the Step one meeting.

Step II. If dissatisfied with the supervisor's answer in Step I, to be considered further, the grievance must be appealed to the City Manager or designee in writing as set forth in Section 1, within seven (7) working days from receipt of the answer in Step I. A meeting will be held with the employee, employee representative, if any, and designated representative of the Employer to investigate the grievance and attempt to resolve the grievance within five (5) workdays after the written grievance is filed. A written answer to the grievance will be issued to the Union within three (3) workdays of the meeting. Failure of the Manager to issue a decision within said three (3) workdays shall be deemed a denial, and the grievance may be appealed to the next step.

Step III. Any grievance not settled in Step II of the grievance procedure may be appealed to arbitration by the Union, provided the appeal is in writing and made within fifteen (15) working days that the City Manager's answer was given or was due, whichever is later. The written grievance as submitted to the Employer in Step II, shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing.

After a timely request for arbitration, the parties will meet within ten (10) workdays and attempt to select a mutually agreeable arbitrator to hear and determine the grievance. If the parties are unable to agree upon the selection of an arbitrator within the ten (10) workdays, the Union shall request a list of seven (7) possible grievance arbitrators from PERB. Upon receipt of the list, the parties' designated representative shall determine by lot, the order of elimination and thereafter each shall, in that order, alternatively strike a name from the list, and the seventh (7th) and remaining person shall act as the arbitrator. The fees and

expenses of the arbitrator will be shared equally by the Employer and the Union. Each party shall pay its own costs of preparation and presentation of the grievance arbitration. The arbitrator's decision shall be final and binding on both parties.

Section 4. The time limits at any step of the grievance and arbitration procedure as set forth above, may be extended on a specific case basis, upon the mutual agreement of the Union and the Employer. Extensions of time limits will not be unreasonably denied by either party. If an answer is not appealed within the time limits provided and an extension has not been agreed to, the grievance shall be considered finally settled based on the previous answer, and the employee and Union shall be barred from appealing the grievance further. If an answer is not given to a written grievance within the time limit provided, and an extension has not been agreed to, the grievance shall be considered denied, and the grievance may be appealed to the next step.

Section 5. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon the Employer, the employee and the Union. Any decision rendered shall not be retroactive beyond the date on which the alleged grievance occurred.

Section 6. Discipline and Discharge: The parties recognize the authority of the Employer to reprimand, suspend, discharge, or take other appropriate disciplinary action against employees for just cause. An Employer shall not discipline an employee without just cause, recognizing and considering progressive discipline. Written reprimands will be removed from an employee's personnel file twelve (12) months after the issue date if no other discipline is received within that twelve (12) month period. The Union shall receive written notification of any disciplinary action imposed upon an employee within three (3) working days of the issue date of such action. Any disciplinary action imposed upon an employee may be processed as a grievance through the grievance procedure, if the employee alleges that such action was not based on just cause.

ARTICLE 12.

Insurance

A. Health and Medical Insurance.

Section 1. The Employer shall maintain for each employee a health and medical insurance, policy whose benefits are comparable to, but not necessarily identical to, the policy presently in existence. An employee may elect to cover the employee's family under the health and medical insurance policy under the terms set forth in the insurance policy. The Employer shall establish and maintain a flex spending account through which employees may elect to make pre-tax reductions in wages which will be paid to the account from which allowable medical expenses and dependent care expenses will be reimbursed.

Section 2. Effective July 1, 2016, the Employee will contribute \$125.00 per month to the total premium cost of medical and health insurance family policy and \$25.00 per month to the total premium cost of medical and health insurance single policy. Effective July 1, 2017, the Employee contribution amount will be \$150.00 per month to the total premium cost of medical and health insurance family policy and \$50.00 per month to the total premium cost of medical and health insurance single policy.. If insurance premium costs increase by 10% or more over the established premium cost (as of January 2014), both parties agree to reopen negotiations. The employee shall pay any deductible cost or coinsurance cost as set forth in the policy. The Employer agrees to continue the practice of funding the difference between the previous employee maximum out-of-pocket expense of five hundred dollars (\$500.00) per year for a single policy and one thousand dollars (\$1,000.00) for a family policy for the commercial policy the City purchases from the self-insurance fund. The City will pay the cost of any administrative fees for reimbursing the employees for the out-of pocket expenses. Maximum out-of pocket expense is defined as meaning both the deductible and the co-payment.

Section 3. The Employer guarantees the Union that the self-insurance account will be adequately funded to reimburse the employees in a timely manner.

The Employer shall provide periodic partial self-fund account balance and history information to the Union. This information shall be supplied to the Union upon request, or every six (6) months during the contract period. Partial self-fund account balances remaining at the end of any fiscal year shall remain in the account and be utilized to reduce partial self-fund contribution levels for future policy years.

Section 4. Coverage of an employee and family, if so elected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy. Prior to any change in the policy, the Employer agrees to meet and confer with the Union. The final decision as to the carrier shall be made by the Employer and shall not be grievable.

Section 5. The Employer agrees to pay 100 % of the premium cost of a single dental insurance plan, outside the health insurance cap addressed in Section 2, for each employee. This dental plan will be the Blue Cross/Blue Shield Dental Plan II, Code 207, or equivalent. The employee may purchase a family plan that is available or may become available through this program by paying the difference in costs between a single plan and the family plan.

B. Life Insurance.

Section 1. The Employer shall maintain a group term life insurance policy for each full-time employee in the face amount of Ten Thousand Dollars (\$10,000.00) at no cost to the employee.

Section 2. Coverage of an employee shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

Section 3. The employee may purchase additional life insurance at the employee's cost in accordance with and to the extent provided under the terms of the policy.

ARTICLE 13 Health and Safety/Uniforms

Section 1. The parties agree that maintaining a safe and healthy work environment is a common goal and agree to cooperate in achieving a safe and healthy work environment. The Employer agrees to maintain its facilities, vehicles and equipment in compliance with applicable federal, state and local laws. The Union and the employee agree to cooperate in maintaining Employer policies, rules and regulations as to health and safety and agree to cooperate in the maintenance of all facilities, vehicles and equipment to ensure compliance with federal, state and local laws.

Section 2. The Employer shall be responsible for providing safety or protective clothing and equipment, which the Employer requires the employee to wear or to use, including the following: lineman's gloves, hard hats, hard hat liner, earplugs, leather work gloves, rubber boots, rain gear and safety glasses. The Employer will pay for the cost of prescription safety glasses, but the cost of the eye examination shall

be the employee's responsibility. The equipment and safety and protective clothing furnished to the employee shall be in safe work order, and the employee agrees to use such equipment and clothing properly for its intended purpose and return it to the Employer in the same condition as received, normal wear and tear excluded.

Section 3. Safety or protective clothing and equipment furnished by the Employer shall be used properly and the employee shall return to the Employer such clothing and equipment at such time as the employment is terminated.

Section 4. The Employer shall provide an appropriate number of uniform pants and shirts and provide uniform laundry service to public works and utility workers, at no cost to the employee. Uniforms shall be replaced when they become worn. The Employer shall provide each employee \$150.00 during the period of this contract to be used to purchase protective footwear and a winter coat with a City emblem. The employee shall provide receipts/proof of purchase to his/her supervisor within ten (10) days of purchasing his/her protective footwear and winter coat. Front office staff shall be provided with four (4) summer shirts and four (4) winter shirts with City emblem per year. Front office personnel shall be provided one (1) additional shirt or sweater instead of the coat or footwear. Winter coats provided to the Electric and Gas Department personnel shall meet OSHA standards for flame retardation. Clothing provided herein shall be worn at all times when on duty. Modifications to clothing provided herein are not allowed except as may be required to fit.

Section 5. Employees are expected to work safely, wear required safety equipment at all times, observe all safety rules and regulations, and keep the work place neat, clean and free from hazards.

ARTICLE 14. General Conditions

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. Employees shall be reimbursed for expenses incurred in attending training or educational programs required by the City. An employee shall be paid for time actually spent in training or educational programs required by the Employer. The amount of reimbursement for expenses shall be in accordance with the then current City policy on reimbursements, including tuition, lodging, meals, required instructional materials and mileage, if applicable. Reimbursements shall only be provided upon the presentation of paid receipts.

Section 4. City Employees will use a city vehicle when on city business outside of the city limits unless otherwise approved by the City Manager. If the use of a personal vehicle for city business is approved, the employee shall be reimbursed at the current IRS rate per mile.

Section 5. Any work rules established by the Employer may not conflict or alter the terms of this Agreement. Newly established work rules or amendments to existing work rules shall be in writing and provided to the Union prior to the effective date. The right of the Employer to establish work rules or the reasonableness of the work rules shall not be grievable.

Section 6. The Employer agrees to allow the Union to utilize a portion of the existing space next to the time clocks, for posting information to the employees.

Section 7. There shall be established a Labor Management Committee. It shall be the mission of the committee to understand and address issues of concern to either party creating a harmonious working environment by increasing the flow of meaningful communications resulting in constructive recommendations. Regular meetings will be monthly as needed on the second Tuesday at 5:00 p.m. at the call of the chair. However, any two (2) members may request an additional meeting by notifying the chair

of their request and the chair will call the meeting with a minimum of ten (10) days' notice. The meetings may last up to two (2) hours and will be held at Tipton City Hall in the old council chambers. The committee will be comprised of three members of the bargaining unit appointed by the union and two members appointed by the city manager (one of which will be a council person) and the city manager who shall serve as chair of the committee. A quorum shall exist when two members from management and two members from the union are present and at least one member from each side is a regular member of the committee. Each party may designate alternates to serve on the committee when a regular member is absent. Visitors will be allowed to attend committee meetings only when approved by committee consensus. The facilitation of meetings will rotate between labor and management every other meeting. The Chair will not serve as facilitator. Each party will designate the facilitator at the meeting preceding the assignment. Minutes will be taken and distributed by the party not providing the facilitator. Agenda issues should be submitted to committee members in writing with a brief explanation of the issue at least eleven (11) days in advance of a scheduled meeting. Each party will prioritize its issues using a method developed by consensus within that party. The prioritized issues will be submitted to the facilitator by each party. The facilitator will generate the committee's agenda by alternating issues by priority from the lists provided by the parties. The first item on the agenda will alternate each meeting between labor and management with labor having the first item at the first regular meeting. The facilitator will distribute the committee's agenda to the other committee members at least seven (7) days prior to a scheduled meeting by placement of the agenda in an envelope in the employee's mailbox at City Hall or by mailing the agenda to the committee member if it is requested. Decisions of the committee will be made by consensus.

Ground Rules

1. There will be no discussion of active grievances.
2. There will be no bargaining of issues covered by specific contract language.
3. Nothing stated in a meeting or in the minutes can be used by either party in a grievance hearing or any other legal procedure.
4. Decisions, recommendations or projects coming out of the committee belong to the Committee and not to either labor or management.

ARTICLE 15. Performance Evaluations

A performance evaluation of any employee by the Employer shall be fair and reasonable. The evaluation will be discussed with the employees. Employees shall be required to sign the evaluation as evidence of its receipt, but will not necessarily signify agreement with the evaluation. A copy of the evaluation will be provided to the employee if requested by the employee. An employee may respond to the evaluation in writing within five (5) days of receiving the evaluation. The employee's response will be attached to the evaluation. Each evaluation will be placed in the employee's personnel file.

ARTICLE 16 Job Classifications

Job classifications for all bargaining unit employees shall be established by the employer and become part of this agreement. The employer will notify and provide the Union a copy of any changes, deletions, or additions to job classifications during the period of this agreement.

ARTICLE 17

Wages

Section 1. A 2.0% increase effective July 1, 2016 and a 2.0% increase effective July 1, 2017. Employees found below the midpoint pursuant to the Verisight, Inc. City of Tipton Compensation, Classification, & Benefits Study, Union Appendix shall receive a 2.0% increase in addition to the above increase July 1, 2016 if the employee's job evaluation is satisfactory or above. The employees found below the midpoint shall receive a 2.0% increase in addition to the above increase July 1, 2017 if the employee's job evaluation is satisfactory or above. There is no longer any incentive pay effective July 1, 2016. The wage structure shall be adjusted annually by half of the average wage increase of all employees as suggested by Verisight, Inc.

Effective July 1, 2006 the regular rate of pay for each Job Classification is set out in Exhibit A, which is attached hereto and by this reference made a part hereof. New employees, except apprentice line person, will receive a starting wage of not less than 80% of the regular rate of pay for their classification and will receive 100% of the rate of pay for their classification by the end of the first year of employment.

Section 2. Any employee whose pay is in dispute shall have the right to examine at reasonable times the time sheets and other records pertaining to the computation of the pay of that employee.

Section 3. The standard payroll shall be paid biweekly. Payday will be every other Friday.

Section 4. The Apprentice Line Person program will be implemented under the conditions of Appendix B, which is attached hereto and by this reference made a part hereof.

Section 5. The Gas Operator Qualification program will be implemented under the conditions of Appendix C, which is attached hereto and by this reference made a part hereof.

Section 6. The Electric Technician Program will be implemented under the conditions of Appendix D, which is attached hereto and by this reference made a part hereof.

Section 7. Effective July 1, 2002 there shall be a differential pay rate of fifty (.50) cents per hour for any employee for actual hours spent on the garbage and recycling routes.

ARTICLE 18

Effective Period

Section 1. This Agreement shall be effective July 1, 2016, and shall continue through June 30, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this ___ day of _____ 2016.

CITY OF TIPTON, IOWA

UNITED ELECTRICAL, RADIO AND MACHINE
WORKERS OF AMERICA,
LOCAL 893 IOWA UNITED PROFESSIONALS

By:

By:

Bryan Carney, Mayor

Michael Hansen, Field Organizer

Tim Long, City Manager

Konnie Daufeldt, Union Negotiating Committee

Pam Spear, City Negotiating Committee

Jon Walsh, Union Negotiating Committee

Steve Nash, City Negotiating Committee

Eldon Downs, Union Negotiating Committee

Floyd Taber, City Negotiating Committee

Appendix A

JOB CLASSIFICATIONS AND PAY SCALE

JOB CLASSIFICATION			07/01/15	<i>Below MidPt Adjstnt 2.0%</i>	07/01/16	<i>Below MidPt Adjstnt 2.0%</i>	07/01/17
Account Clerk	U6	<i>Steffen,</i>	17.252		17.949		18.674
Admin Asst	U6	<i>Doerman</i>		17.597	18.458	18.308	18.827
Fleet Mechanic	U8	<i>Daufeldt</i>	18.096		18.458		18.827
City Worker I	U4	<i>Johnson</i>	23.750		24.225		24.710
City Worker II	U5	<i>Brennan</i>	18.587		18.959		19.338
City Worker III	U6	<i>Dewulf</i>	18.587		18.959		19.338
City Worker IV	U8	<i>vacant</i>					
Water / W. Water Operator	U10	<i>Downs</i>	20.471	22.200	22.644		23.097
Gas Operator		<i>Brennan</i>	20.471	27.850	28.407		28.975
Step I	U5		19.221		18.662		19.221
Step II	U5		19.787		20.183		20.586
Step III	U6		20.352		20.759		21.174
Step IV	U9		20.918		21.336		21.763
Step IVa	U9.5	<i>Fitch</i>	21.483	21.913	22.351	22.798	23.254
Line Mechanic Foreman	U11	<i>Walsh</i>	22.733		23.188		23.652
Journey Line Wkr	U10	<i>vacant</i>	29.443	30.032	30.632	31.245	31.870
Apprentice Line Wkr		<i>Percentage of Journey Line Worker U10</i>	26.898	27.436	27.985	28.544	29.115
		75.00%			20.577		20.989
		76.25%	20.174		20.920		21.339
		77.50%	20.510		21.263		21.688
		80.00%	20.846		21.948		22.387
		82.50%	21.518		22.635		23.088
		85.00%	22.191		23.320		23.787
		87.50%	22.863		24.007		24.487
		90.00%	23.536		24.692		25.186
		96.00%	24.208		25.610		26.122
Power Plant Operator	U10	<i>McAdoo</i>	25.108		23.533	24.003	24.484
Meter Reader	U6	<i>vacant</i>	22.619	23.071	21.722		22.156
Electric Production, Meter, and Inspection Foreman	U8	<i>Stiff</i>	21.296		24.091		24.573
		<i>Johnson</i>	23.619				

*nr, Verisight/ Newport Group,
5/19/2016*

*tdl, City of Tipton,
6/2/2016*

APPENDIX B

ELECTRIC APPRENTICE PROGRAM

The City of Tipton, Iowa and United Electrical, Radio and Machine Workers of America, Local 893 Iowa United Professionals agrees as follows:

Electric Apprentice Program

An Apprentice Line person Program is hereby established for the Electric Department of the City of Tipton. The Union and the City of Tipton recognize the importance of an Apprentice Lineperson program for the City of Tipton.

The oversight of this program will be administered by a joint Apprenticeship Committee. The Apprenticeship Committee shall consist of 5 members. The Electric Department Head shall chair the Committee. The balance of the committee shall consist of up to two members appointed by management and two members appointed by the Union. The Chairperson shall not vote on any question before the committee except to break a tie vote.

On-the-Job training requirements of this program will be provided by the city of Tipton. Other training requirements of this program as required by law will be provided through the IES/IBEW Joint Training program.

The Union and the City of Tipton mutually agree that the value of this Apprentice Training Program is \$6,000. Should the employee's previous training and experience indicate that the Apprentice Training Program need not start at step one, the value of this program will be prorated for the percentage of the apprenticeship remaining with the City of Tipton. The City of Tipton shall pay 100% of the cost of the apprenticeship training and 100% of any other out of pocket expenses.

Should the employee resign from the apprentice training program, resign employment with the City of Tipton or the employee be terminated for just cause during the training period or within three years following completion of apprentice training, he/she will reimburse the City of Tipton for the training expenses the City has incurred at the following rate:

- A. 100% if less than 1 year has been completed as a line person with the City of Tipton.
- B. 66.67% if more than 1 year but less than 2 years has been completed as a line person with the City of Tipton.
- C. 33.33% if more than 2 years but less than 3 years has been completed as a line person with the City of Tipton.
- D. After 3 years as a line person with the City of Tipton, no obligation for reimbursement remains under this training program.

The City of Tipton shall reimburse each employee for his/her Journey person or Master License fee. The City will also be responsible for any approved or authorized renewal cost of the license.

APPENDIX C
GAS OPERATOR QUALIFICATION PROGRAM

A Gas operator Qualification program is hereby established for the Natural Gas Department of the city of Tipton. The Union and the City recognize the importance of a Gas operator Qualification Program for the City.

The oversight of this program will be administered by a joint Operator Qualification committee. The Operator Qualification committee shall consist of five (5) members. The Gas Superintendent shall chair the committee and the balance of the committee shall consist of two members appointed by the city and two members appointed by the Union. The Chairperson shall not vote on any question before the committee except to break a tie vote. It shall be the responsibility of the committee to review the progress of the employee toward the completion of the Qualification program and approve movement of the employee through the steps of the program.

The City will provide on-the-job training requirements for this Gas Operator Qualification with additional training requirements of this program, as required by Federal Law, provided through the Iowa Association of Municipal utilities (IAMU) joint training program.

The Union and the City mutually agree that the value of this Gas Operator Qualification program is \$3,000. Should the employee's previous training and experience indicate that the Operator Qualification program need not start at step one for this employee, the value of this program will be prorated for the percentage of qualification remaining and provided through the City of Tipton. The City shall pay 100% of the cost of the Gas Operator Qualification training and 100% of any out-of pocket expenses associated with said training.

Should the employee resign from the operator qualification program, resign from employment, or be terminated for just cause during the program or within three (3) years following completion of the operator qualification training, said employee will reimburse the City for training expenses at the following rates:

A. 100% if less than one year has elapsed following completion of the operator qualification training program.

B 66.67% if more than one year but less than two years has elapsed following completion of the operator qualification program.

C. 33.33% if more than two years but less than three years has elapsed following completion of the operator qualification program.

The City of Tipton shall reimburse an employee for any expenses related to the licensing or certification, including renewals for Gas Operator qualification.

APPENDIX D

ELECTRIC TECHNICIAN

The City of Tipton (City) and United Electrical, Radio, and Machine Workers of America, Local 893 Iowa United Professionals (Union) agree as follows:

An Electric Technician Program is hereby established for the Electric Department of the City of Tipton. The oversight of this program will be administered by the Joint Apprenticeship Committee established in Appendix B.

The City will provide on-the-job training through its' Electrical Technician Training Program. The Union and City mutually agree that the value of this training program is three (3) thousand dollars. Should the employee's previous training and experience indicate that the training program need not start at step one, the value of this program will be prorated for the percentage of the training remaining and provided by the City of Tipton. The City of Tipton shall pay 100% of the cost of the training and 100% of any other out-of-pocket expenses.

Should the employee resign from the Electric Technician program, resign from employment with the City or be terminated for just cause during the program or within three (3) years following completion of the training, said employee will reimburse the City for training expenses at the following rates:

- A. 100% if less than one year has elapsed following the completion of the training program.
- B. 66.67% if more than one year but less than two years has elapsed following completion of the training program.
- C. 33.33% if more than two years but less than three years has elapsed following completion of the training program.

The City of Tipton shall reimburse an employee for any expenses related to the licensing or certification, including renewals for the Electric Technician.

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-0088 ALTORFER INC

I 19347		NEW PP EQUIPMENT RPR/MAINT	AP		R	7/02/2016		767.35	767.35CR	
		G/L ACCOUNT						767.35		
	630 5-821-2-63500	OPERATIONAL EQUIPT MAINT & REP					767.35	NEW PP EQUIPMENT RPR/MAINT		
				REG. CHECK				767.35	767.35CR	0.00
								767.35	0.00	

01-0151 ARROW INTERNATIONAL INC

I 93933851		NEEDLE SETS & STABILIZERS	AP		R	6/02/2016		1,342.03	1,342.03CR	
		G/L ACCOUNT						1,342.03		
	001 5-160-2-65070	OPERATING SUPPLIES					1,342.03	NEEDLE SETS & STABILIZERS		
				REG. CHECK				1,342.03	1,342.03CR	0.00
								1,342.03	0.00	

01-0231 BINNIS & STEVENS

I 0516B45		DUST CONTROL E SOUTH ST	AP		R	7/02/2016		564.00	564.00CR	
		G/L ACCOUNT						564.00		
	001 5-210-2-63992	MAINTENANCE SUPPLIES					564.00	DUST CONTROL E SOUTH ST		
				REG. CHECK				564.00	564.00CR	0.00
								564.00	0.00	

01-0430 CEDAR COUNTY ENGINEER

I 0516AMB	247.4 GL DSL		AP		R	7/02/2016		420.58	420.58CR	
	G/L ACCOUNT							420.58		
	810 5-899-2-65075	FUEL					420.58	247.4 GL DSL		
I 0516FIRE	100.7 GL DSL		AP		R	7/02/2016		171.19	171.19CR	
	G/L ACCOUNT							171.19		
	810 5-899-2-65075	FUEL					171.19	100.7 GL DSL		
I 0516PW	585.4 GL DSL		AP		R	7/02/2016		995.18	995.18CR	
	G/L ACCOUNT							995.18		
	810 5-899-2-65075	FUEL					995.18	585.4 GL DSL		
				REG. CHECK				1,586.95	1,586.95CR	0.00
								1,586.95	0.00	

PACKET: 02262 Council Mtg 060616 AL

VENDOR SET: 01

VENDOR SEQUENCE

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

31-0461	CEDAR COUNTY SOLID WASTE									
I	05160CTS	TRANSFER FEES	AP		R	7/02/2016		2,990.00	2,990.00CR	
		G/L ACCOUNT						2,990.00		
	670	5-840-2-64850	TRANSFER FEES				2,990.00	TRANSFER FEES		
				REG. CHECK				2,990.00	2,990.00CR	0.00
								2,990.00	0.00	

31-0580 CINTAS CORPORATION #342

C	342000005	UNIFORMS	AP		R	6/02/2016		17.95CR	17.95	
		G/L ACCOUNT						17.95CR		
	630	5-820-2-64350	UNIFORMS/EQUIPMENT				17.95CR	UNIFORMS		
I	342575251	SUPPLIES & UNIFORMS	AP		R	6/02/2016		167.16	167.16CR	
		G/L ACCOUNT						167.16		
	630	5-820-2-65070	OPERATING SUPPLIES				29.13	SUPPLIES & UNIFORMS		
	630	5-820-2-64350	UNIFORMS/EQUIPMENT				108.71	SUPPLIES & UNIFORMS		
	640	5-825-2-64350	UNIFORMS/EQUIPMENT				29.32	SUPPLIES & UNIFORMS		
I	342576942	SUPPLIES & UNIFORMS	AP		R	6/02/2016		167.16	167.16CR	
		G/L ACCOUNT						167.16		
	630	5-820-2-65070	OPERATING SUPPLIES				29.13	SUPPLIES & UNIFORMS		
	630	5-820-2-64350	UNIFORMS/EQUIPMENT				108.71	SUPPLIES & UNIFORMS		
	640	5-825-2-64350	UNIFORMS/EQUIPMENT				29.32	SUPPLIES & UNIFORMS		
				REG. CHECK				316.37	316.37CR	0.00
								316.37	0.00	

31-0965 FAMILY FOODS

I	191	MISC SUPPLIES	AP		R	7/02/2016		56.07	56.07CR	
		G/L ACCOUNT						56.07		
	001	5-160-2-65980	MISCELLANEOUS				56.07	MISC SUPPLIES		
				REG. CHECK				56.07	56.07CR	0.00
								56.07	0.00	

31-0970 FARNER-BOCKEN COMPANY

I	4842363	CONCESSIONS	AP		R	7/02/2016		2,435.31	2,435.31CR	
		G/L ACCOUNT						2,435.31		
	001	5-465-2-65031	CONCESSIONS				2,435.31	CONCESSIONS		

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 4859451		CONCESSIONS	AP		R	7/02/2016		1,142.05	1,142.05CR	
		G/L ACCOUNT						1,142.05		
	001 5-465-2-65031	CONCESSIONS					1,142.05	CONCESSIONS		
				REG. CHECK				3,577.36	3,577.36CR	0.00
								3,577.36	0.00	

01-1020 FLETCHER-REINHARDT CO.

I 51138728.001		SPLICES	AP		R	7/02/2016		105.28	105.28CR	
		G/L ACCOUNT						105.28		
	630 5-820-2-65304	UNDERGROUND SUPPLIES					105.28	SPLICES		
I 51138743.001		LOCATE FLAGS	AP		R	7/02/2016		113.03	113.03CR	
		G/L ACCOUNT						113.03		
	630 5-820-2-65304	UNDERGROUND SUPPLIES					113.03	LOCATE FLAGS		
				REG. CHECK				218.31	218.31CR	0.00
								218.31	0.00	

01-1039 FOR A CLEANER POOL

I 46829		BRUSHES, DRIVE BELTS	AP		R	6/02/2016		342.24	342.24CR	
		G/L ACCOUNT						342.24		
	001 5-465-2-63500	OPERATIONAL EQUIPT MAINT & REP					342.24	BRUSHES, DRIVE BELTS		
				REG. CHECK				342.24	342.24CR	0.00
								342.24	0.00	

01-1055 G & K SERVICES

I 539673		UNIFORMS	AP		R	7/02/2016		45.76	45.76CR	
		G/L ACCOUNT						45.76		
	001 5-210-2-64350	UNIFORMS/EQUIPMENT					15.73	UNIFORMS		
	670 5-840-2-64350	UNIFORMS/EQUIPMENT					7.91	UNIFORMS		
	600 5-810-2-64350	UNIFORMS/EQUIPMENT					6.30	UNIFORMS		
	810 5-899-2-64350	UNIFORMS/EQUIPMENT					7.68	UNIFORMS		
	001 5-299-2-64350	UNIFORMS/EQUIPMENT					8.14	UNIFORMS		
I 539675		SHOP TOWELS	AP		R	7/02/2016		109.31	109.31CR	
		G/L ACCOUNT						109.31		
	810 5-899-2-65070	OPERATING SUPPLIES					109.31	SHOP TOWELS		
I 542946		UNIFORMS	AP		R	7/02/2016		45.76	45.76CR	
		G/L ACCOUNT						45.76		
	001 5-210-2-64350	UNIFORMS/EQUIPMENT					15.73	UNIFORMS		

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
	670	5-840-2-64350						7.91		
		UNIFORMS/EQUIPMENT								
	600	5-810-2-64350						6.30		
		UNIFORMS/EQUIPMENT								
	810	5-899-2-64350						7.68		
		UNIFORMS/EQUIPMENT								
	001	5-299-2-64350						8.14		
		UNIFORMS/EQUIPMENT								
				REG. CHECK				200.83	200.83CR	0.00
								200.83	0.00	

11-1098 GRASSHOPPER LAWN CARE DBA A

I 060116GLC		SPRAY 4 BALL FIELDS	AP		R	7/02/2016		255.00	255.00CR	
		G/L ACCOUNT						255.00		
	001	5-430-2-63200						255.00		
		GROUNDS MAINTENANCE & REPAIR								
				REG. CHECK				255.00	255.00CR	0.00
								255.00	0.00	

11-1115 H & H AUTO

I 32369		TIRE REPAIR #52	AP		R	7/02/2016		15.00	15.00CR	
		G/L ACCOUNT						15.00		
	810	5-899-2-63323						15.00		
		TIRE REPAIR								
				REG. CHECK				15.00	15.00CR	0.00
								15.00	0.00	

11-1289 INTEGRATED TECHNOLOGY PARTN

I 103420		DATTO BACKUP ISSUES	AP		R	6/02/2016		405.00	405.00CR	
		G/L ACCOUNT						405.00		
	835	5-899-2-64190						405.00		
		TECHNOLOGY								
				REG. CHECK				405.00	405.00CR	0.00
								405.00	0.00	

11-1270 IOWA ASSOCIATION OF

I 13546		TESTING	AP		R	7/02/2016		15.00	15.00CR	
		G/L ACCOUNT						15.00		
	640	5-825-1-62300						15.00		
		TRAINING								
				REG. CHECK				15.00	15.00CR	0.00
								15.00	0.00	

VENDOR SEQUENCE

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

01-1468 KIMUM INC

I 201606025254		COLLECTION EXPENSE	AP		R	6/02/2016	99.37	99.37CR	
		G/L ACCOUNT					99.37		
	630 5-822-2-64040	COLLECTION EXPENSE					2.50	COLLECTION EXPENSE	
	670 5-840-2-64040	COLLECTION EXPENSE					3.57	COLLECTION EXPENSE	
	835 5-899-2-65980	MISCELLANEOUS					93.30	COLLECTION EXPENSE	
			REG. CHECK				99.37	99.37CR	0.00
							99.37	0.00	

01-1500 KUNDE OUTDOOR EQUIPMENT

I 7073		OPERATING SUPPLIES	AP		R	7/02/2016	35.50	35.50CR	
		G/L ACCOUNT					35.50		
	001 5-221-2-65070	OPERATING SUPPLIES					35.50	OPERATING SUPPLIES	
I 9985		OPERATING SUPPLIES	AP		R	7/02/2016	14.04	14.04CR	
		G/L ACCOUNT					14.04		
	001 5-430-2-65070	OPERATING SUPPLIES					14.04	OPERATING SUPPLIES	
			REG. CHECK				49.54	49.54CR	0.00
							49.54	0.00	

01-1593 LYNCH DALLAS PC

I 134000		LEGAL SERVICES	AP		R	6/02/2016	156.00	156.00CR	
		G/L ACCOUNT					156.00		
	835 5-899-2-64110	LEGAL EXPENSE					156.00	LEGAL SERVICES	
I 134001		LEGAL SERVICES	AP		R	6/02/2016	100.00	100.00CR	
		G/L ACCOUNT					100.00		
	835 5-899-2-64110	LEGAL EXPENSE					100.00	LEGAL SERVICES	
I 134002		LEGAL SERVICES	AP		R	6/02/2016	676.00	676.00CR	
		G/L ACCOUNT					676.00		
	835 5-899-2-64110	LEGAL EXPENSE					676.00	LEGAL SERVICES	
I 134003		LEGAL SERVICES	AP		R	6/02/2016	289.50	289.50CR	
		G/L ACCOUNT					289.50		
	835 5-899-2-64110	LEGAL EXPENSE					289.50	LEGAL SERVICES	
I 134004		LEGAL SERVICES	AP		R	6/02/2016	953.50	953.50CR	
		G/L ACCOUNT					953.50		
	835 5-899-2-64110	LEGAL EXPENSE					953.50	LEGAL SERVICES	

PACKET: 02262 Council Mtg 060616 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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				REG. CHECK				2,175.00	2,175.00CR	0.00
								2,175.00	0.00	

01-1660 MANATTS INC

I 809989		PARKVIEW DR STREET REPAIR	AP		R	7/02/2016		1,390.00	1,350.00CR	
		G/L ACCOUNT				7/02/2016		1,390.00	40.00CR	
	001 5-210-2-61992	MAINTENANCE SUPPLIES					1,390.00	PARKVIEW DR STREET REPAIR		
				REG. CHECK				1,390.00	1,350.00CR	0.00
								1,390.00	40.00CR	

01-1605 MBR INC

I TIC22817		LABOR ON DEEP FREEZER	AP		R	6/02/2016		226.00	226.00CR	
		G/L ACCOUNT						226.00		
	001 5-465-2-61500	OPERATIONAL EQUIPT MAINT & REP					226.00	LABOR ON DEEP FREEZER		
				REG. CHECK				226.00	226.00CR	0.00
								226.00	0.00	

01-1717 METERING & TECHNOLOGY SOLUT

I 6401		2 ELECTRIC METERS	AP		R	6/02/2016		200.25	200.25CR	
		G/L ACCOUNT						200.25		
	630 5-820-2-65100	METERS					200.25	2 ELECTRIC METERS		
				REG. CHECK				200.25	200.25CR	0.00
								200.25	0.00	

01-1832 MUNICIPAL SUPPLY INC

I 0623177-IN		12 WATER METERS	AP		R	6/02/2016		1,527.25	1,527.25CR	
		G/L ACCOUNT						1,527.25		
	600 5-810-2-65300	METERS					1,527.25	12 WATER METERS		
				REG. CHECK				1,527.25	1,527.25CR	0.00
								1,527.25	0.00	

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-2017 PCH

I 596396730101		COMPUTER	AP		R	6/02/2016		567.99	567.99CR	
		G/L ACCOUNT						567.99		
	001 5-160-2-65065	COMPUTER SUPPLIES					567.99	COMPUTER		
				REG. CHECK				567.99	567.99CR	0.00
								567.99	0.00	

01-2019 PEPSI-COLA

I 29907561		DRINK ORDER	AP		R	6/02/2016		104.23	104.23CR	
		G/L ACCOUNT						104.23		
	001 5-465-2-65031	CONCESSIONS					104.23	DRINK ORDER		
				REG. CHECK				104.23	104.23CR	0.00
								104.23	0.00	

01-2112 RESCO

I 636398-00		UNDERGROUND SUPPLIES	AP		R	7/02/2016		1,377.55	1,377.55CR	
		G/L ACCOUNT						1,377.55		
	630 5-820-2-65304	UNDERGROUND SUPPLIES					1,377.55	UNDERGROUND SUPPLIES		
I 643517		UNDERGROUND SUPPLIES	AP		R	7/02/2016		781.67	781.67CR	
		G/L ACCOUNT						781.67		
	630 5-820-2-65304	UNDERGROUND SUPPLIES					781.67	UNDERGROUND SUPPLIES		
I 644177-00		RATCHET TOOL	AP		R	7/02/2016		112.67	112.67CR	
		G/L ACCOUNT						112.67		
	630 5-820-2-65053	SMALL TOOLS					112.67	RATCHET TOOL		
				REG. CHECK				2,271.89	2,271.89CR	0.00
								2,271.89	0.00	

01-2239 SPEER FINANCIAL INC

I 051616SF		CONTINUING DISCLOSURE STMT AP			R	6/02/2016		510.00	510.00CR	
		G/L ACCOUNT						510.00		
	630 5-820-2-65980	MISCELLANEOUS					255.00	CONTINUING DISCLOSURE STMT		
	835 5-899-2-65980	MISCELLANEOUS					255.00	CONTINUING DISCLOSURE STMT		
				REG. CHECK				510.00	510.00CR	0.00
								510.00	0.00	

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-2410 TIPTON ELECTRIC MOTORS

I 276636		HOIST REPAIR	AP		R	7/02/2016		35.00	35.00CR	
		G/L ACCOUNT						35.00		
	810 5-899-2-63500	OPERATIONAL EQUIPT MAINT & REP					35.00	HOIST REPAIR		
								REG. CHECK		
								35.00	35.00CR	0.00
								35.00	0.00	

01-2435 TIPTON GREENHOUSE

I 060216TGF		FLOWERS FOR PARK ENTRANCE	AP		R	7/02/2016		38.50	38.50CR	
		G/L ACCOUNT						38.50		
	001 5-430-2-63200	GROUNDS MAINTENANCE & REPAIR					38.50	FLOWERS FOR PARK ENTRANCE		
								REG. CHECK		
								38.50	38.50CR	0.00
								38.50	0.00	

01-2461 TIPTON STRUCTURAL FABRICATI

I 12223		STEEL FOR MANHOLE LID	AP		R	7/02/2016		162.50	162.50CR	
		G/L ACCOUNT						162.50		
	001 5-290-2-65070	OPERATING SUPPLIES					162.50	STEEL FOR MANHOLE LID		
								REG. CHECK		
								162.50	162.50CR	0.00
								162.50	0.00	

01-2556 USA BLUE BOOK

I 955448		2 PUMPS	AP		R	7/02/2016		991.31	991.31CR	
		G/L ACCOUNT						991.31		
	001 5-465-2-63500	OPERATIONAL EQUIPT MAINT & REP					991.31	2 PUMPS		
								REG. CHECK		
								991.31	991.31CR	0.00
								991.31	0.00	

01-2640 WENDLING QUARRIES INC

I 635475		109.27 TN ROAD STONE	AP		R	7/02/2016		1,107.22	1,107.22CR	
		G/L ACCOUNT						1,107.22		
	001 5-210-2-63992	MAINTENANCE SUPPLIES					1,107.22	109.27 TN ROAD STONE		
								REG. CHECK		
								1,107.22	1,107.22CR	0.00
								1,107.22	0.00	

REPORT TOTALS

FUND DISTRIBUTION

FUND NO#	FUND NAME	AMOUNT
001	GENERAL GOVERNMENT	12,219.63CR
600	WATER OPERATING	1,545.85CR
610	WASTEWATER/AKA SEWER REVE	6.00CR
630	ELECTRIC OPERATING	3,979.03CR
640	GAS OPERATING	79.64CR
670	GARBAGE COLLECTION	3,165.39CR
810	CENTRAL GARAGE	1,761.62CR
835	ADMINISTRATIVE SERVICES	2,928.30CR
** TOTALS **		25,685.46CR

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		25,685.46	25,645.46CR	0.00
		25,685.46	40.00CR	
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		25,685.46	25,645.46CR	0.00
		25,685.46	40.00CR	

TOTAL CHECKS TO PRINT: 33

ERRORS: 0 WARNINGS: 0

AGENDA ITEM: L.2

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	June 3 rd 2016
AGENDA ITEM:	3516 A Gen Set/Or Rebuild the Fairbanks and Morse OP, or Remain with Status quo 2 MW Short of Peak
ACTION:	Motion and Roll Call Vote to Approve, Table or Deny to Proceed with One or Another Alternative for Replacement Generation.

SYNOPSIS: To the Honorable Mayor and Council Members

Awaiting final numbers on several critical components. Anticipate delivery at council meeting.

BUDGET ITEM: Money would come from Electric Reserve funds from FY 17 Budget

RESPONSIBLE DEPARTMENT: Electric Utility Dept.

MAYOR/COUNCIL ACTION: Approval needed

ATTACHMENTS: Synopsis

PREPARED BY: Floyd Taber

DATE PREPARED: 05/31/2016



May 27, 2016

To: Tim Long
Interim Tipton City Manager

From: Brett Becker
Tipton Ambulance Director

Subject: Pay increase for Billing Position

1. When the billing position was created it was discussed with the prior City Manager that after one year, an analysis would be conducted on the position to determine an appropriate increase in pay if justified.
2. After reviewing the benefits and the increased revenue from creating this position it is my recommendation that the pay for the position be increased from \$12.00 per hour to \$18.00 per hour.
3. Currently when the Biller receives a 911 call the hourly rates stop until the employee returns back to the office and the employee is paid \$50.00 per call just as all of the other employees are paid. With the new rate the employee would continue to be paid \$18.00 per hour if a 911 call comes in. The employee would still be paid \$50.00 per call for any call that is attended during non-scheduled hours.
4. It has been found that the employee is needed more than 10 hours per week as originally thought. 24 hours per week has become necessary not only to complete billing but to provide staffing for the ambulance during the daytime when other staff have not been available. This has become essential to the service over the past six months. The amount of staff available to respond to calls from 0600-1800 has decreased for various reasons. Having an additional Paramedic available during daytime hours has been of great value to the public which we serve.
5. This position is directly responsible for billing over \$300,000 annually. So far this fiscal year over \$277,000 has been billed internally. The position recovers and balances over \$200,000 annually
6. The amount needed for the increase in pay is \$13,167.00 annually plus \$1,175.81 in employer IPERS contribution. Total increase of \$14,342.81. We currently do not offer any other benefits to this employee.



7. After reviewing three records an amount of \$14,350 was deemed available for an increase of pay for this position. These records include; 10-11% (apx \$7,000.00) that is estimated to be available in the part time pay budget line for FY 16 & 17, the service director declined the raise of \$1,000 to his salary he was offered after working in the position for six months, \$6,350.00 was paid to the employee for calls attended during the scheduled hours which will now be available since the hourly rate will not stop when the biller attends calls.
8. Six other services in the region (West Liberty Ambulance, Durant Ambulance, Johnson County Ambulance, Lisbon Mt. Vernon Ambulance, Anamosa Area Ambulance, City of Clarence) that are within commuting distance that also conduct operations similar to ours pay their equivalent personnel between \$14.00 and \$24.00 per hour depending on the size of their operation. Other departments pay in that same range to just have a paramedic at the station that has no administrative duties.
9. A local service is getting ready to post a position almost identical to ours with a rate \$18.00 per hour. If an employee were to leave our position it would be very unlikely that we would find another employee with the same qualifications that our employee currently possesses. To train and certify an individual to the current level of expertise that we currently benefit from would cost at least \$20,000 resulting in a staff member with minimal experience. The training would include, Ambulance coding certification, a 2 year accounting degree, Paramedic training & certification and software training. That does not include the time it would take to train a new employee on our current operations.
10. I respectfully request that this position be re-assigned as the Assistant Ambulance Director and the rate of pay be increased to \$18.00 per hour effective Jul 1st 2016.

Respectfully,
Brett W. Becker
Director, Tipton Ambulance Service

Press Release

Hugh W Stumbo
419 W 5th Street, Tipton
319-325-2543

(Photo-see attached file)

4th of July Happening (in two parts)

Part 1: Stumbo Art Galleries invite the public to participate in a "chalk walk" pattern exhibition on the sidewalk in front of the Art Gallery 501 (501 Cedar Street, Tipton, IA) and around the corner on 5th St.

Quilt patterns are the easiest to do but fabric patterns are acceptable. Original patterns are preferred. If a traditional pattern is used the artist is encouraged to alter it in some interesting way. The more original the pattern, the better the art.

A \$25 prize will be awarded to the most interesting and original work.

Participants must furnish their own chalk. The sidewalk drawing size is 48" X 48". There is space for at least 16 drawings.

Small drawings of 4" X 4" on an 8 ½ X 11" sheet of paper should be delivered to the Gallery at 501 Cedar St. by June 15. The actual sidewalk drawing should be done on July 3, 2016.

Part 2: Art from "throw-aways" The Stumbo Art Galleries are preparing installations (collections) composed of discarded products. The public is invited to submit works of art constructed from throw-aways. The gallery has been collecting aluminum cans left on the street. They will be made into "so-called" works of art and displayed in Gallery 503 (503 Cedar Street).

The public is invited to collect crushed cans and bring them to a collections container in front of the gallery at 503 Cedar. Excess cans will be sold and proceeds used to support the gallery.

If pet food or tuna fish cans are donated they should be cleaned before depositing in the collection containers.

Throw-away art works can be 3-D sculpture or flat designs and will be exhibited in Gallery 501 (501 Cedar Street) during July and August.

(More, see page 2)

4th of July Happening (in two parts) – Page 2

Don't worry, if you are not a professional artist; the gallery promotes local art and will accept most things offered. The works should be interesting.

A \$25 prize will be given to the most interesting "Throwaway Art" piece.

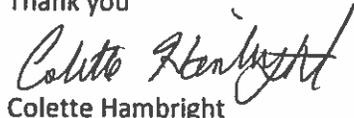
You can talk to Hugh (gallery owner) at 319-325-2543, or at the main gallery, 501 Cedar St.

May 31, 2016

Mayor and City Council:

I would like to request permission to block off a section of Mulberry Street for a neighborhood block party. The section of street would be between East 1st Street and East 2nd st. on July 9, 2016 from the hours of 5pm to 10 PM.

Thank you



Colette Hambright

217 East 2nd St.

Tipton

563-886-8063

AGENDA ITEM L.6

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	6/1/2016
AGENDA ITEM:	DRIP Program Reimbursement for Fiscal year 2016
ACTION:	Motion and Roll Call Vote to Approve, Table or Deny Approval.

SYNOPSIS: Downtown Revitalization Incentive Program (DRIP) Reimbursement request: Applicant: Kevin Kofron for the following buildings: 311 Cedar Street, 313 Cedar Street, 315 Cedar Street and 317 Cedar Street. Amount: \$10,000.27 – final payment



520 Cedar Street
Tipton, IA 52772
(563) 886-4597
www.tiptonjowa.org

6/1/2016

Dear City Council:

The Tipton Development Commission met on May 26, 2016 to consider final payment regarding Downtown Revitalization Incentive Program (DRIP) reimbursement to Kevin Kofron in the amount \$10,000.27. The amount of \$10,000.27 was approved by the Commission for final payment.

Project included

- 311 Cedar Street
 - Exterior façade (doors & windows)
 - Exterior façade (masonry)
 - Exterior façade (electric)
 - Exterior façade (Kofron materials)
- 313 Cedar Street
 - Exterior façade (doors & windows)
 - Exterior façade (masonry)
 - Exterior façade (electric)
 - Exterior façade (Kofron materials)
- 315 Cedar Street
 - Exterior façade (doors & windows)
 - Exterior façade (masonry)
 - Exterior façade (electric)
 - Exterior façade (Kofron materials)
- 317 Cedar Street
 - Exterior façade (doors & windows)
 - Exterior façade (masonry)
 - Exterior façade (electric)
 - Exterior façade (Kofron materials)

Respectfully Submitted,
Linda Beck

Tipton Development Director

BUDGET ITEM: 125-5-590-2-5800 Budgeted in Current Budget Year.

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Yes

ATTACHMENTS: None

PREPARED BY: Linda Beck

DATE PREPARED: 6/1/2016

AGENDA ITEM L.7

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	5/31/2016
AGENDA ITEM:	DRIP Program Reimbursement for Fiscal year 2017
ACTION:	Motion and Roll Call Vote to Approve, Table or Deny

SYNOPSIS: Downtown Revitalization Incentive program (DRIP) Program Reimbursement request:
Applicate: Michelle Ford – Total Look
Amount: \$3,935.00



520 Cedar Street
Tipton, IA 52772
(563) 886-4597
www.tiptoniowa.org

May 31, 2016

Dear Tipton City Council:

The Tipton Development Commission met on May 26, 2016 to consider a Downtown Revitalization Incentive Program (DRIP) reimbursement request. Reimbursement request invoice receipt(s) are included in your council packet for review. Below are the recommendations from the Tipton Development Commission.

Reimbursement Request

Applicant: Michelle Ford – Total Look – 200 E 5th Street

- **Project Total: \$4,815.00**
- **Reimbursement Amount: \$3,925.00**
- **Recommendation:** The project has met its requirements and is recommended for reimbursement in the above amount.

Respectfully Submitted,

Linda Beck
Tipton Development Director

BUDGET ITEM: 125-5-590-2-65800 For Fiscal Year 2017

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Attached

PREPARED BY: Linda Beck

DATE PREPARED: 5/31/2016

AGENDA ITEM # M.1

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	May 31, 2016
AGENDA ITEM:	<u>Follow-up Analysis, In-house Water & Sewer Operations Management.</u>
ACTION:	Motion and roll-call vote to approve, table or deny acceptance of this report.

SYNOPSIS: A simple snapshot of the projected change of bringing the management of all water and sewer operations in-house suggests a minimum annual savings of **\$54,405**. This assumption is based on conservatively high assessments about new expenses and being mindful to not count savings excessively. Our review, if not to the same degree, affirms early assumptions and projections of savings. The bringing of the management and operations of the water and wastewater treatment systems in-house also strengthens the City public works operations overall by bringing in-house and retaining additional professional, certified staff.

The spreadsheets attached are pared down from the document you received at a prior Council meeting. Since the Revenues and Utility Billing sections of the budget are unaffected by the change, they are excluded. Those line items which are affected by de-privatization are **highlighted and set out in bold**. The projected cost differences are shown in bold on the far right column: **24,297** indicates an *increase*; **(1,500)** indicates a *decrease* in expense to the budget.

For background information, we have also attached a copy of the Alliance Water Resources Service Agreement, and Alliance's analysis of in-house versus contract wastewater testing.

We review the findings below, section by section, with additional relevant observations.

Analysis and Commentary

Personnel Services: This, obviously, is the largest contributor to the increase in costs. The Water budget increases \$38K; Sewer up \$33K (the difference between has to do largely with changes in individual staff health insurance costs). Note that both budgets carry an allocation of management and billing staff costs, as they have for years, and is normally found in municipal utility budgets around the midwest. The significant additions are with the greater allocation of Brian Brennan's salary to the Water and Sewer Dept funds, and the addition of the new Public Works Dept employee. Please also note, that with the additional allocation of Brian's wages to these two utility enterprise fund, there was a corresponding reduction to Public Works Dept wage expenses.

Services and Commodities: This, equally obviously, the largest contributor to the reduction in costs, with the reduction of the cost paid to Alliance under the contract reduced by **(130,425)** and **(145,426)** for the Water and Sewer funds, respectively. The difference between these two savings stems from staff acknowledgement that there likely will be additional costs for consulting with the City's engineer on matters for which Alliance relied upon its own organization for responsible recommendations in the past; and, although it might be better to split that \$15,000 future consulting cost across both Water and Sewer

budgets, the amount is reasonable, whether divided or not. Engineering costs are projected to increase by \$6,000 in the Sewer Budget, a reasonable amount for consulting with the City's contract engineer on operational matters, which acknowledges that from time to time City staff reach "outside" the organization for professional consultation. This is an additional expense to be considered post-Alliance.

Note that this budget conservatively shows cost increases to building, grounds, office and operational equipment maintenance totaling over \$20,000; Testing fees and lab costs, the subject of discussion both internally and externally, show significant increases in the budget 2017 projection, up \$67,000 to include the chemicals, sampling equipment, shipping and outsourced testing services that have been provided for by Alliance under the terms of the Agreement in the past. Alliance Water Resources provided us with an analysis of their own on the cost of in-house versus outsourced testing that suggests a somewhat lower cost than the City's budget assumptions from last fall, \$11,916 (vs. City budget assumption of \$18,000); however,

Alliance has informally proposed to sell its lab equipment to the City at a depreciated cost, which we have welcomed, as their analysis suggests that there are additional savings to conducting our own testing without incurring difficult-to-absorb time requirements. We recommend further exploration and use of an in-house lab, all while seeking continued certainty in maintaining effluent and water quality.

The City's 2017 budget also includes significant increases to Operating Supplies, with an additional \$13,900 across both budgets, acknowledging the likely need for new and additional supplies that were provided by Alliance Water Resources under the Agreement. These estimates are reasonable and conservatively high, in my experience.

Capital Outlay

City staff added \$8,500 in new expenditure lines for new office equipment to replace equipment that belongs to Alliance, for new office computer, software and installation, connection and programming. More significantly, there is \$30,000 added, between the two budgets, for purchase of a replacement service truck. Normally, Tipton strives to allocate the cost of rolling equipment across an appropriate period of years through the Central Garage budget. In this instance, if we assumed a five year span for the truck, that \$30,000 would drop to \$6,000, increasing the annualized savings by \$24,000. There's also the discussion to be had about trading in rolling equipment every 3 to 5 years to capture a great deal of the vehicle's value, but that's another discussion.

Finance "balanced the budget" by increasing the amount deposited to Capital Reserve over last year by \$28,387 for Water and \$14,314 for Sewer, a total of \$42,701, an addition to savings that the City has not been able to obtain in the recent past. We did not count this in the "savings" equation as these are funds which remain in the City's hands.

Alliance Service Agreement

The "Memorandum of Agreement" dated February 2nd, 2015 stipulates the annual base fee at \$24,904.29 per month, \$298,851 per year. Note also that the agreement includes a "Repair Limit" of \$16,000 per year that is included as a responsibility of Alliance. Required repairs in excess of this amount are the responsibility of the City. It is my understanding that Alliance has been a good partner in this aspect of the relationship, and there have been years where some unspent "Repair Limit" funds have been returned to the City, while the potential for repairs costs greater than that amount were the City's responsibility. Capital expenditures were the responsibility of the City under the terms of the agreement.

Summary

If we were to total the **annual snapshot savings of \$54,405, with a re-allocation of the truck expense over 5 years saving another \$24,000, the annual savings projected reach \$78,405.** There are other costs proposed in the 2017 budget, noted above, which are probably higher than will be experienced in the first year, with likely even lower costs in subsequent years.

The City has assembled personnel to manage its Water and Sewer operations over the past year, including certified operator Brian Brennan, and Public Works employee Eldon Downs who has been taking the training in preparation for certification exams this year. Brennan has the natural connections with fellow operators in the region and the state in addition to the relevant personnel at Iowa DNR. The 2017 budget has allocated new funds for outside consultancy in its effort to responsibly acknowledge potential new operational costs.

Alliance Water Resources' personnel have been responsive and responsible stewards for the City's water and wastewater systems. They have continued that practice as the City has considered, and last fall, determined to take on the operations in-house, as many Iowa communities do. Alliance's logo calls for "Professional Water and Wastewater Operations", and their stated interest in a positive and helpful transition to de-privatize Tipton's system demonstrates that. Alliance stepped in to assist Tipton in maintaining operations at a particular time and set of circumstances that our predecessors deemed necessary.

I think that from the estimates provided in the 2017 budget, the certifications, background and experience of the City's staff, and the potential for savings of sufficient quantity to fund system improvements, moving to de-privatize water and wastewater operations is worth the effort to not issue a follow-up contract to Alliance, and to bring operations back in-house.

BUDGET ITEM: Report is relevant to the approved 2017 Water and Sewer budgets

RESPONSIBLE DEPARTMENT: Administration, Public Works, Water and Sewer

MAYOR/COUNCIL ACTION: Motion and vote to approve, table or deny the acceptance of this report.

ATTACHMENTS: Water and Wastewater Analyses, Alliance Water Resources Agreement

PREPARED BY: Tim Long

DATE PREPARED: 5/31/16

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement has been entered into this 2nd day of February, 2015 by and between the City of Tipton, a municipal corporation of the state of Iowa (hereinafter referred to as "City"), and Alliance Water Resources, Inc., (hereinafter referred to as "Alliance").

This Memorandum of Agreement has as its purpose to modify the Service Agreement; dated December 21, 1998, and the Memorandum of Agreements dated December 6, 1999, April 16, 2001, May 6, 2002, February 2, 2003, February 16, 2004, February 3, 2005, November 21, 2005, February 19, 2007, April 7, 2008, February 2, 2009, February 2, 2010, January 17, 2011, January 16, 2012, January 21, 2013 and January 8, 2014 between City and Alliance.

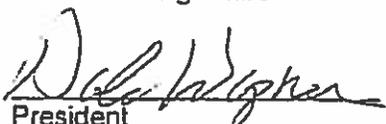
Pursuant to Section 3.6, the Service Agreement is extended and modified under the following sections:

Section 5.1

Alliance's Base Fee compensation under this Agreement shall be Twenty Four Thousand Five Hundred Forty Seven Dollars and Seventeen cents (\$24,904.29) per month for the period of July 1, 2015 through June 30, 2016. The Repair Limit for this period shall be Sixteen Thousand Dollars and No Cents (\$16,000.00).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the first date written above.

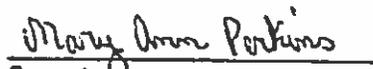
Authorized Signature


President
Alliance Water Resources, Inc.

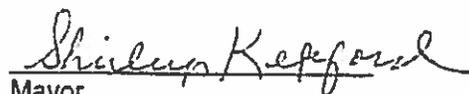
Date

7-15-15

ATTEST:


Secretary

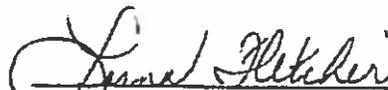
Authorized Signature


Mayor
City of Tipton

Date

2/3/15

ATTEST:


City Clerk

SERVICE AGREEMENT

THIS AGREEMENT made and entered into as of the 21st day of December, 1998 by and between the City of Tipton, Iowa, a municipal corporation of the State of Iowa, (hereinafter referred to as "City") and Alliance Water Resources, Inc., a Missouri corporation, (hereinafter referred to as "Alliance"),

WITNESSETH:

WHEREAS, Alliance is engaged in the business of providing management, operation and maintenance services for public water and wastewater utilities; and

WHEREAS, City owns a public water supply and distribution system and a wastewater collection system and treatment system and is engaged in providing public utility water and wastewater service in certain areas in or adjacent to the City; and

WHEREAS, City is desirous of retaining Alliance to perform certain operation and maintenance services in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and subject to the terms and conditions herein stated, City and Alliance hereby agree as follows:

1. INTRODUCTION

1.1 The foregoing recitals are adopted as part of this Agreement.

1.2 This Agreement shall supersede and nullify, as of the date hereof, any and all prior agreements, offers, service fees, quotations, estimates, representations, and warranties between the parties with respect to the operation and maintenance of City's water or wastewater system.

1.3 This Agreement, including any and all Exhibits, Addendums, and Amendments thereto, is the entire Agreement between City and Alliance.

2. DEFINITIONS

2.1 The "Facility" means wells, wastewater treatment plants, pumping stations, and storage tanks and related equipment, vehicles, and rolling stock owned by City and used in the production of potable water or treatment of wastewater as specifically described in Exhibit A.

2.2 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or Facility items that cost more than Two Hundred Dollars (\$200.00); or (2) major repairs which significantly extend equipment or Facility service life and cost more than One Thousand Dollars (\$1,000.00); or (3) expenditures that are planned, nonroutine, and budgeted by City.

2.3 "Annual Fee" means a fixed sum for Alliance services. The Annual Fee includes all direct costs including Repair Expense, labor, overhead, and profit for Alliance performance of operation and maintenance of the Facility as expressly required hereunder.

2.4 "Preventive Maintenance" means the cost of those routine and/or repetitive activities required by the equipment or facility manufacturer or Alliance to maximize the service life of the equipment, vehicles, and Facility.

2.5 "Corrective Maintenance" means those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, vehicle, or Facility or some component thereof.

2.6 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge required of the City's NPDES permits. Biologically Toxic Substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.

2.7 "Repair Limit" means the total dollar budget requirement of Alliance during a 12-month period for all Facility Preventive Maintenance, Corrective Maintenance, and Repairs.

2.8 "Force Majeure" means any event beyond the reasonable control of Alliance, including but not limited to war, earthquake, fire, flood, explosion or other casualty loss, strikes, and labor disputes (other than a legal strike by, or labor dispute of, Alliance employees), civil commotion, epidemic, acts or omissions of the City, its employees, agents or representatives, wrecks or delays in transportation of supplies, materials, and equipment, influent varying from that specified in Exhibit C or Abnormal Conditions.

2.9 "Service Commencement Date" means the date on which Alliance begins operation and maintenance of the Facility.

2.10 "Adequate Nutrients" means plant influent nitrogen, phosphorus and iron contents proportional to BOD₅ in the ratio of five (5) parts nitrogen, one (1) part phosphorus and one-half (0.5) part iron for each one hundred (100) parts BOD₅.

2.11 "Abnormal Condition" means (a) the presence in influent of substances which cannot be removed or treated by the Facility, including but not limited to those relating to an interference or pass-through; (b) influent which violates applicable law; (c) a flow or loading of influent which is beyond the Facility's capacity set forth in Exhibit C; or (d) changes in source water supply due to contamination or degradation resulting from earthquakes, absence of water shed protection, or man made disposal of pollutants.

3. GENERAL

3.1 It is understood that the relationship of Alliance to City is that of independent contractor.

3.2 All grounds, facilities, equipment, and vehicles now owned by City or acquired by City shall remain the property of the City.

3.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri.

3.4 This Agreement shall be binding upon the respective successors and assignees of each of the parties hereto.

3.5 All notices shall be in writing and transmitted by certified mail to the appropriate address as follows:

City: City of Tipton
407 Lynn Street
Tipton, IA 52772-1633

Alliance: Alliance Water Resources
206 South Keene Street
Columbia, MO 65201

3.6 This Agreement may be modified only in writing and signed by the parties. City agrees that its remedies against Alliance and its affiliates and Alliance's remedies against the City shall be limited to those expressly provided in this Agreement. All releases, indemnities and limitations on liability and remedies stated herein shall apply, regardless of whether the liability or remedies arise in contract, warranty, negligence, strict liability, or otherwise.

4. SCOPE OF SERVICES

4.1 Alliance shall operate and maintain the Facility in accordance with all applicable laws, ordinances, regulations, and this Agreement and more specifically shall provide the following services.

- a. Coordinate with regulatory agencies regarding treatment plant performance and compliance.
- b. Maintain communications with the City to keep client fully informed regarding all aspects of facility operations, maintenance, regulatory requirements, etc.
- c. Submit to the City a monthly report describing the general operational and maintenance activities undertaken. Maintain adequate records to document this report in detail.
- d. Develop and implement a comprehensive preventive maintenance program in accordance with manufacturer's recommendations and the system's operation and maintenance manual.
- e. Perform corrective maintenance and repair of all Facility equipment.
- f. Provide twenty-four hour emergency service seven (7) days per week.
- g. Staff the Facility with qualified personnel who meet certification requirements of the State of Iowa as necessary to meet water demand and wastewater treatment requirements.
- h. Assist City staff with facility capital improvements planning, annual budget preparation, and other miscellaneous technical services.
- i. Perform all sampling, testing, and analysis presently required by the existing permits, rules, and regulations. Perform additional testing as may be required in subsequent permits, rules, and regulations at an additional charge subject to approval of City.
- j. Provide necessary chemicals and consumable materials and supplies.
- k. Pay for all Preventive Maintenance and Corrective Maintenance and Repairs including all necessary parts up to an annual dollar amount as specified in this Agreement (Repair Limit.) Capital Expenditures shall not be the responsibility of Alliance.

- l. Perform other services that are incidental to the Scope of Services as directed by the City. Such services will be invoiced to City at Alliance's cost plus ten percent (10%).

4.2 City shall:

- a. Provide for Alliance use of all land, equipment, improvements, buildings, structures, and facilities under its ownership and presently located at the Facility or currently available to or assigned for Facility use.
- b. Pay all repair expense in excess of the repair limit subject to City's prior review and approval.
- c. Make Capital Expenditures at the Facility as deemed necessary by the City. Alliance will cooperate with the City to determine the necessity and cost of Capital Expenditures.
- d. Pay all taxes or governmental fees, if any, associated with the Facility.
- e. Pay for all electric utility expense.
- f. Perform all functions and retain all responsibilities and obligations related to Facility not expressly assumed herein by Alliance.

5. COMPENSATION

5.1 Alliance Base Fee compensation under this Agreement shall be Twelve Thousand One Hundred and Eighty Dollars (\$12,180.00) per month for the period February 1, 1999 through January 31, 2000. The Repair Limit for this period shall be Eight Thousand Dollars (\$8,000.00).

5.2 Payment shall be due and payable on the first day of the month that services are rendered. All other compensation to Alliance is due upon receipt of Alliance's invoice and payable within thirty (30) days. City shall pay interest at an annual rate of nine percent (9%) on payments not received by the due date, such interest being calculated from the due date of the payment.

5.3 Alliance will rebate to the City the difference between the Repair Limit and actual documented expenditures for each fiscal year or budget period. If actual expenditures exceed the Repair Limit, the City will reimburse Alliance for such expenditures subject to prior approval.

5.4 The Base Fee and Repair Limit shall be subject to renegotiation on an annual basis and may be revised with the written consent of both parties on the first day of City's fiscal year. In the event that the parties fail to agree, the Base Fee shall be

adjusted in proportion to the change in the Consumer Price Index for all urban consumers (U.S. Owner Average) in the prior twelve (12) month period as published by the U.S. Department of Labor.

5.5 The Base Fee shall be equitably adjusted for any substantial change in the costs of Utility operation and maintenance, including but not limited to changes in flow, customer accounts, monitoring or reporting requirements, personnel or staffing requirements, or increased costs due to Force Majeure occurrences.

6. TERM AND TERMINATION

6.1 This Agreement shall commence on February 1, 1999 and shall extend for a period of five (5) years. Thereafter, the Agreement shall be renewed automatically for successive terms of five (5) years each unless canceled by either party in writing no less than ninety (90) days prior to expiration.

6.2 Either party may terminate this Agreement for a material breach of the Agreement by the other party after giving written notice of breach and allowing the other party thirty (30) days to correct the breach. Excepting breaches by City for nonpayment of Alliance's invoices, neither party shall terminate this Agreement without giving the other party sixty (60) days written notice of intent to terminate after failure of the other party to correct the breach.

6.3 During the first year of the Agreement, either party may terminate the Agreement without cause. The party initiating the termination agrees to pay the other party a sum equal to one month's compensation under this Agreement to compensate them for direct and indirect costs associated with the termination. Upon notice of termination, City and Alliance shall agree to an action plan that will enable City to resume operation in an organized fashion. Alliance agrees to assist and cooperate with City in any such transition.

7. INDEMNITY, LIABILITY AND INSURANCE

7.1 Alliance shall indemnify, save harmless and defend City from any and all claims, liabilities, penalties, fines, forfeitures, suits and costs and expenses incident thereto, including reasonable attorneys' fees, which City may incur, pay in settlement, or become responsible for as result of death or bodily injury to any person, damage to any property, adverse effects on the environment, or violation of any law arising out of or relating to Alliance's material breach of any term of this Agreement, or any negligent or willful act or omission of Alliance, its employees, or subcontractors in the performance of this Agreement.

City shall indemnify, save harmless and defend Alliance from any and all claims, liabilities, penalties, fines, forfeitures, suits and costs and expenses incident thereto, including reasonable attorney's fees, which Alliance may incur, pay in settlement, or becoming responsible for as a result of death or bodily injury to any person, damage to any property, adverse effects on the environment, or violation of any law arising out of or relating to City's material breach of any term of this Agreement, or any negligent or willful act or omission of City, its employees, or subcontractors in the performance of this Agreement.

City and Alliance shall each provide the other with prompt and timely written notice of any event or proceeding of which either acquires knowledge and for which indemnification may be sought so that each shall have any opportunity which exists to take such actions as may be desirable to contain or minimize the consequences of any such event or proceeding and to defend or settle at such party's expense any such proceeding.

7.2 Alliance shall be liable for fines or civil penalties imposed by regulatory agencies for violation of the City's NPDES permit or rules or regulations of the Iowa Department of Natural Resources or the United States Environmental Protection Agency which occur during the term of this Agreement and which were caused by Alliance negligence or willful conduct. Alliance shall be given full authority to contest such violations and City shall assist Alliance in such proceedings. Except to the extent caused by Alliance's negligence, willful conduct, or breach of its obligations under this Agreement, Alliance shall not be responsible for fines or penalties or any other liability if influent characteristics exceed Facility design parameters (as defined in Exhibit C), influent contains biologically toxic substances, source water contains non-treatable substances or the Facility is inoperable due to circumstances beyond Alliance's control.

7.3 Each party shall obtain and maintain insurance coverage of a type and in amounts described in Exhibit B. Each party, to the extent permitted by law, shall name the other party as an additional insured on all insurance policies covering the Facility and shall provide the other party with satisfactory proof of insurance upon written request.

8. WARRANTY

8.1 Alliance warrants that it will operate and maintain the Facility in accordance with the Scope of Services set forth in this Agreement and generally accepted industry principles and practices for maintenance and operation of similar facilities within Facility's design capacity.

9. EXCUSE OF PERFORMANCE

9.1 The parties agree that any delay or failure of either party to perform its obligations under this Agreement, except for indemnification required hereunder or the payment of money, shall be excused if and to the extent caused by acts of God, strikes, fire, flood, windstorm, explosion, riot, war, sabotage, or other similar cause beyond the reasonable control of the party affected, provided that prompt notice of such delay is given by such party to the other and each of the parties shall be diligent in attempting to remove or overcome the effects of such cause or causes.

10. ASSIGNMENT

10.1 This Agreement shall be binding upon and enure to the benefit of the respective successors and assigns of each of the parties hereof.

11. MISCELLANEOUS

11.1 The parties intend that there shall not be any third party beneficiaries to this Agreement.

11.2 If any provision of this Agreement is held invalid or unenforceable, such provision shall be modified consistent with the original intent of the parties so as to be enforceable and the remainder of the Agreement shall remain in full force and effect.

11.3 The failure of either party to enforce any right hereunder shall not be construed as a waiver of its right to enforce that or any other right hereunder in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the date and year first above written.

ALLIANCE WATER RESOURCES

CITY OF

Gregory P. Mattli
Signature

Raymond Deery
Signature

Gregory P. Mattli
Name

Name

President
Title

Mayor
Title

Attest:

Attest:

Dale Wagner
Signature

John Foley
Signature

Dale Wagner
Secretary

John Foley
City Clerk

EXHIBIT A
FACILITY DESCRIPTION

West Wastewater Treatment Facility

Lagoon Wastewater Treatment Facility

Lift Stations

Water Well #5

Water Well #6

Related Chemical Feed Equipment

Transfer and High Service Pumping Equipment

Clearwell and System Storage

EXHIBIT B

Alliance shall maintain:

1. Statutory Worker's Compensation Insurance for all Alliance employees at the Facility as required by law.
2. Comprehensive or Commercial General Liability Insurance for bodily injury and/or property damage in an amount not less than \$1,000,000 combined single limits for bodily injury and/or property damage to cover Alliance operations.

City shall maintain:

1. Comprehensive or Commercial General Liability Insurance covering general liability, personal injury and property damage in amounts not less than statutory requirements relating to Sovereign Immunity.

Each Party:

1. Shall maintain adequate property insurance for its equipment and real and personal property, including but not limited to extended coverage.
2. Shall provide, with respect to its owned vehicles, Commercial Automobile Liability Insurance for bodily injury and/or property damage with \$500,000 combined single limits per occurrence and in the aggregate.

EXHIBIT C
WASTEWATER FACILITY CHARACTERISTICS

- C.1 Alliance shall not be responsible for fines or penalties or any other liability if the wastewater influent exceeds facility design parameters including maximum daily and instantaneous flow, does not contain adequate nutrients, contains biologically toxic substances, or the Facility is inoperable due to circumstances beyond Alliance control.
- C.2 Alliance liability regarding payment of fines, penalties or any other related liability is restricted to effluent limitations established in existing NPDES Permit No. 1689001 dated August 11, 1993 and No. 1689002 dated August 11, 1998 and to effluent limitations which may be established in subsequent NPDES permits which are within the design capacity and capability of the treatment facility. In the event that effluent limitations are revised in subsequent NPDES permits, Alliance shall have the right to renegotiate the terms of Section 7 in the Agreement by giving notice to the City within forty-five (45) days after the effective date of the revised permit.

	2013-2014	2014-2015	CURRENT	APPROVED	DIFFERENCE
ACTUAL	ACTUAL	ACTUAL	BUDGET	BUDGET	Plus/Minus
					Minus below
					is a cost reduction

WATER DISTRIBUTION

REVENUES

TOTAL REVENUE - WATER DISTRIBUTION	551,787	709,795	720,248	708,300	783,700
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EXPENDITURES

PERSONNEL SERVICES

600-5-810-1-60100 FULLTIME - WATER DISTR	55,504	51,239	52,846	52,240	76,537	24,297
600-5-810-1-60200 PARTTIME - WATER DISTR	0	0	0	0	0	-
600-5-810-1-60300 TEMPORARY/SEASONAL	0	0	0	0	0	-
600-5-810-1-60400 OVERTIME - WATER DISTR	520	344	9	0	0	-
600-5-810-1-60620 HOLIDAY - WATER DISTR	0	0	0	0	0	-
600-5-810-1-60630 SICK LEAVE - WATER DIS	1,610	1,119	1,318	2,752	4,123	1,377
600-5-810-1-60640 VACATION - WATER DISTR	5,601	3,983	3,649	3,501	4,399	898
600-5-810-1-60650 STANDBY/ON CALL PAY	231	64	112	0	0	-
600-5-810-1-60700 COMP TIME	770	747	967	1,097	4,398	3,301
600-5-810-1-60990 OTHER PAY	0	0	0	0	0	-
600-5-810-1-61100 FICA	3,831	3,402	3,478	4,558	6,844	2,286
600-5-810-1-61300 IPERS	5,390	5,025	5,187	5,321	7,969	2,668
600-5-810-1-61420 PENSION-CITY MANAGER	0	0	0	0	0	-
600-5-810-1-61500 BLUE CROSS	20,772	18,903	15,327	18,678	17,178	(1,500)
600-5-810-1-61510 GROUP LIFE	48	39	41	48	68	20
600-5-810-1-62100 DUES/FEES	853	842	596	500	500	-
600-5-810-1-62300 TRAINING	555	215	920	800	800	-
600-5-810-1-62980 TRAVEL TRAINING	257	0	97	250	250	-
TOTAL PERSONNEL SERVICES	95,943	85,921	84,548	89,745	123,142	33,347

SERVICES AND COMMODITIES

600-5-810-2-63100 BUILDING MAINTENANCE &	0	75	0	0	0	-
600-5-810-2-63200 GROUNDS MAINTENANCE &	0	0	0	0	0	-
600-5-810-2-63400 OFFICE EQUIPMENT MAINT	0	0	0	0	1,200	1,200
600-5-810-2-63500 OPERATIONAL EQUIP MAI	134	434	423	0	1,200	1,200
600-5-810-2-63710 UTILITIES	57,042	44,178	36,093	52,000	45,000	(7,000)
600-5-810-2-63730 TELECOMMUNICATIONS EXP	3,650	3,415	3,511	3,700	3,800	100
600-5-810-2-63790 OTHER MUNICIPAL UTILIT	0	0	0	0	0	-
600-5-810-2-64010 ACCOUNTING & AUDITING	0	0	0	0	0	-
600-5-810-2-64020 ADVERTISING	0	0	28	0	50	50
600-5-810-2-64031 ADMINISTRATION	0	0	243	0	0	-
600-5-810-2-64032 ADMINISTRATIVE SERVICE	10,336	14,876	12,433	22,498	16,872	(5,626)
600-5-810-2-64040 COLLECTION EXPENSE	0	111	0	200	250	50
600-5-810-2-64070 ENGINEERING	19,244	1,935	4,528	5,000	5,000	-
600-5-810-2-64080 INSURANCE	11,954	11,428	9,999	21,716	18,566	(3,150)
600-5-810-2-64110 LEGAL EXPENSE	67	0	359	0	500	500
600-5-810-2-64121 HEALTH SERVICES	33	24	49	0	100	100
600-5-810-2-64140 PRINTING & PUBLISHING	571	150	0	710	710	-
600-5-810-2-64150 EQUIPMENT/VEHICLE RENT	2,023	1,581	2,146	2,400	2,400	-
600-5-810-2-64151 COMMERCIAL EQPT RENTAL	0	4,663	200	200	400	200
600-5-810-2-64178 SALES TAX	34,599	33,895	15,252	40,000	41,600	1,600
600-5-810-2-64180 TAXES	0	0	0	0	0	-
600-5-810-2-64190 TECHNOLOGY	56	1,054	1,154	1,700	2,500	800
600-5-810-2-64350 UNIFORMS/EQUIPMENT	361	397	635	400	400	-
600-5-810-2-64910 CONTRACT SERVICES	139,488	128,127	156,403	145,425	15,000	(130,425)
600-5-810-2-64920 TESTING FEES	0	0	0	0	18,000	18,000
600-5-810-2-65010 CHEMICALS	0	0	0	0	18,000	18,000
600-5-810-2-65041 LAB EQUIPMENT/SUPPLIES	0	0	0	0	3,000	3,000
600-5-810-2-65053 SMALL TOOLS	117	52	438	500	1,500	1,000
600-5-810-2-65060 OFFICE SUPPLIES	53	27	194	0	700	700
600-5-810-2-65065 COMPUTER SUPPLIES	0	0	0	0	0	-
600-5-810-2-65070 OPERATING SUPPLIES	4,533	2,100	1,554	3,500	7,000	3,500
600-5-810-2-65080 POSTAGE/SHIPPING	0	0	0	0	100	100
600-5-810-2-65300 METERS	5,583	5,478	9,745	25,000	25,000	-
600-5-810-2-65307 SERVICE LINES	1,337	955	168	1,000	1,000	-
600-5-810-2-65308 MAINS	56,313	13,264	7,103	10,000	15,000	5,000
600-5-810-2-65309 WELLS	0	0	1,948	25,000	25,000	-
600-5-810-2-65310 TOWER AND FIXTURES	0	8,575	0	0	3,000	3,000
600-5-810-2-65311 HYDRANTS	371	0	823	4,000	5,000	1,000
600-5-810-2-65980 MISCELLANEOUS	949	124	342	1,000	2,500	1,500
TOTAL SERVICES AND COMMODITIES	348,814	276,957	265,791	365,949	286,348	(85,601)

CAPITAL OUTLAY

600-5-810-3-67250 OFFICE EQUIPMENT	0	0	0	0	500	500
600-5-810-3-67270 OTHER CAPITAL EQUIPME	0	0	0	0	15,000	15,000
600-5-810-3-67271 COMPUTER EXPENSE	0	0	0	0	2,500	2,500
600-5-810-3-67272 SOFTWARE	0	0	0	0	1,150	1,150
600-5-810-3-67300 LAND	0	0	0	0	0	-

**Net Difference in Expenses,
Bringing Operations In-House
Water Department**

(29,536)

Payroll allocation	2015-2016	2016-2017
WATER - DISTRIBUTION		
DOWNS	3,415	3,693
BRENNAN T	12,647	11,831
BRENNAN	12,803	28,964
MANAGER	14,208	15,058
FLETCHER	9,267	10,162
LENZ	7,250	7,521
NEW PUBLIC WRKS EMPLE	0	12,234
Totals:	59,590	89,463
Payroll Allocation with SL, Vac and Comp Time		
Full-time wages	\$52,240	76,537
Sick Leave	2,752	4,129
Vacation wages	3,501	4,399
Comp Time	1,097	4,398
Totals	\$59,590	\$ 89,463

	2013-2014		2015-2016		2016-2017	DIFFERENCE
ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	APPROVED BUDGET		Plus/Minus
						Minus below
						Is a cost reduction
600-5-810 3-67980 RESERVE	0	0	0	5,753	34,140	28,387
TOTAL CAPITAL OUTLAY	0	0	0	5,753	53,290	
TOTAL EXPENSES- WATER DISTRIBUTION	444,757	362,878	350,339	461,447	462,780	

WASTEWATER/AKA SEWER

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CITY OF TIPTON
APPROVED BUDGET REPORT
AS OF: MARCH 31ST, 2016

2015-2016

2016-2017

DIFFERENCE

tdl

26-May-16

2012-2013 2013-2014 2014-2015 CURRENT APPROVED DIFFERENCE
ACTUAL ACTUAL ACTUAL BUDGET BUDGET Plus/Minus
Minus below
Is a cost reduction

	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 ACTUAL	CURRENT BUDGET	APPROVED BUDGET	DIFFERENCE Plus/Minus Minus below Is a cost reduction
TOTAL REVENUE- WASTEWATER/AKA SEWER	468,347	616,059	616,638	649,600	654,200	
EXPENDITURES						
PERSONNEL SERVICES						
610-5-815-1-60100 FULLTIME- WW / AKA SE	59,852	61,655	56,713	56,713	81,685	24,972
610-5-815-1-60200 PARTTIME- WW / AKA SEW	0	0	0	0	0	-
610-5-815-1-60300 TEMPORARY/SEASONAL	0	0	0	0	0	-
610-5-815-1-60400 OVERTIME- WW / AKA SEW	626	560	305	371	408	37
610-5-815-1-60620 HOLIDAY- WW / AKA SEWE	0	0	0	0	0	-
610-5-815-1-60630 SICK LEAVE- WW / AKA S	1,955	1,929	1,713	2,963	4,380	1,417
610-5-815-1-60640 VACATION- WW / AKA SEW	4,677	4,700	4,143	3,942	5,015	1,073
610-5-815-1-60650 STANDBY/ON CALL PAY	153	71	56	0	0	-
610-5-815-1-60700 COMP TIME	396	374	484	549	3,842	3,293
610-5-815-1-60990 OTHER PAY	0	0	0	0	0	-
610-5-815-1-61100 FICA	4,010	4,083	3,749	4,940	7,292	2,352
610-5-815-1-61300 IPERS	5,768	6,083	5,585	5,765	8,512	2,747
610-5-815-1-61500 BLUE CROSS	21,719	22,693	16,858	18,999	20,972	1,973
610-5-815-1-61510 GROUP LIFE	53	52	44	53	73	20
610-5-815-1-62100 DUES/FEES	1,545	1,685	1,645	1,500	1,500	-
610-5-815-1-62300 TRAINING	137	837	100	500	1,000	500
610-5-815-1-62980 TRAVEL TRAINING	148	105	97	200	200	-
TOTAL PERSONNEL SERVICES	101,039	104,827	91,492	96,495	134,879	38,384
SERVICES AND COMMODITIES						
610-5-815-2-63100 BUILDING MAINTENANCE &	-3,076	0	0	0	3,500	3,500
610-5-815-2-63200 GROUNDS MAINTENANCE &	3,076	0	0	0	6,000	6,000
610-5-815-2-63400 OFFICE EQUIPMENT MAINT	0	0	0	0	1,000	1,000
610-5-815-2-63500 OPERATIONAL EQUIPT MAI	6,654	6,647	24,327	6,500	14,500	8,000
610-5-815-2-63710 UTILITIES	14,701	13,451	15,774	16,500	18,500	2,000
610-5-815-2-63730 TELECOMMUNICATIONS EXP	819	849	871	1,000	2,000	1,000
610-5-815-2-63790 OTHER MUNICIPAL UTILIT	0	0	0	0	0	-
610-5-815-2-63991 MAINTENANCE	0	0	1,783	0	5,000	5,000
610-5-815-2-64010 ACCOUNTING & AUDITING	0	0	0	0	0	-
610-5-815-2-64020 ADVERTISING	0	81	0	0	100	100
610-5-815-2-64031 ADMINISTRATION	0	0	0	0	0	-
610-5-815-2-64032 ADMINISTRATIVE SERVICE	11,992	17,481	12,899	26,577	27,268	691
610-5-815-2-64040 COLLECTION EXPENSE	34	205	85	350	200	(150)
610-5-815-2-64070 ENGINEERING	26,936	7,629	2,834	4,000	10,000	6,000
610-5-815-2-64080 INSURANCE	4,333	6,101	9,083	15,972	15,234	(738)
610-5-815-2-64110 LEGAL EXPENSE	0	0	2,104	0	1,000	1,000
610-5-815-2-64121 HEALTH SERVICES	0	0	0	0	200	200
610-5-815-2-64140 PRINTING & PUBLISHING	146	0	0	710	1,310	600
610-5-815-2-64150 EQUIPMENT/VEHICLE RENT	3,099	2,452	2,147	3,000	3,000	-
610-5-815-2-64151 COMMERCIAL EQPT RENTAL	0	0	0	0	1,000	1,000
610-5-815-2-64178 SALES TAX	6,059	8,651	8,115	8,700	9,200	500
610-5-815-2-64190 TECHNOLOGY	88	850	996	1,800	3,000	1,200
610-5-815-2-64350 UNIFORMS/EQUIPMENT	113	123	102	200	1,000	800
610-5-815-2-64910 CONTRACT SERVICES	133,808	122,788	152,974	145,426	0	(145,426)
610-5-815-2-64920 TESTING FEES	850	0	0	850	18,850	18,000
610-5-815-2-65010 CHEMICALS	0	0	0	0	400	400
610-5-815-2-65041 LAB EQUIPMENT/SUPPLIES	0	0	0	600	8,600	8,000
610-5-815-2-65060 OFFICE SUPPLIES	429	445	559	500	500	-
610-5-815-2-65065 COMPUTER SUPPLIES	0	0	229	100	500	400
610-5-815-2-65070 OPERATING SUPPLIES	1,589	35	86	1,200	7,200	6,000
610-5-815-2-65080 POSTAGE/SHIPPING	0	20	0	50	1,050	1,000
610-5-815-2-65980 MISCELLANEOUS	75	3,094	37,220	1,000	3,000	2,000
TOTAL SERVICES AND COMMODITIES	211,725	190,902	272,188	235,035	163,112	(71,923)

**Net Difference in Expenses,
Bringing Operations In-House
Water Department**

(24,889)

Payroll allocation	2015-2016	2016-2017
WATER - DISTRIBUTION		
Manager	14,208	15,058
Fletcher	9,267	10,162
Lenz	7,250	7,521
Doermann	4,610	4,764
Steffen	4,610	4,763
Brennan, T	6,325	5,916
Brennan, B	6,401	28,964
DeWulf	4,020	4,154
Nash	6,139	6,065
Downs	1,708	1,847
New PW Employee	\$0	6,116
Full time regular hours	56,713	81,685
Overtime	371	408
Sick Leave	2,963	4,380
Vacation Time	3,942	5,015
Comp Time	549	3,842
Total, Wages, Leave Time	64,538	95,330

CITY OF TIPTON
 APPROVED BUDGET REPORT
 AS OF: MARCH 31ST, 2016

	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	DIFFERENCE
	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	APPROVED BUDGET	Plus/Minus Minus below Is a cost reduction
CAPTITAL OUTLAY						
610-5-815-3-67250 OFFICE EQUIPMENT	0	0	0	0	500	500
610-5-815-3-67270 OTHER CAPITAL EQUIPMEN	0	0	0	0	15,000	15,000
610-5-815-3-67271 COMPUTER EXPENSE	200	0	0	0	3,000	3,000
610-5-815-3-67272 SOFTWARE	0	0	0	0	910	910
610-5-815-3-67900 RESERVE	0			22,737	37,071	14,334
TOTAL CAPITAL OUTLAY	200	0	0	22,737	56,481	33,744
TOTAL EXPENSES- WASTEWATER/AKA SEWER	312,965	295,730	363,680	354,267	354,472	205
FUND TOTAL REVENUES	468,347	616,059	616,638	649,600	654,200	
FUND TOTAL EXPENSES	584,202	650,346	679,865	649,600	654,200	

**Net Difference in Expenses,
 Bringing Operations In-House
 Water Department**

			2015-2016	2016-2017	DIFFERENCE
2012-2013	2013-2014	2014-2015	CURRENT	APPROVED	Plus/Minus
ACTUAL	ACTUAL	ACTUAL	BUDGET	BUDGET	Minus below
					is a cost reduction

**Net Difference in Expenses,
Bringing Operations In-House
Water Department**

IN-HOUSE WASTEWATER TESTING COSTS

Lab Certification - \$200.00 per year

DMRQA Testing - \$223.25 per year

Glucose & Glutamic Acid Testing - \$10.52 per year

CBOD₅ - \$2.91 per week / \$151.32 per year

TSS - \$3.90 per week / \$46.80 per year

Ammonia - \$1.64 per week / \$85.28 per year

LABOR TO TEST

CBOD₅- 1 hour per week / 52 hours per year @ \$25 hr. = \$1300yr.

TSS - 1 hour per month / 12 hours per year @ \$25hr. = \$300yr.

Ammonia- 1/2 hour per week / 26 hours per year @ \$25hr.
=\$85.28 per year.

TOTAL COST IN-HOUSE TESTING PER YEAR \$2967.17

OUT-SIDE LAB COSTS for Same Tests

CBOD₅ - \$18.50 per test x 4 = \$74 per week / \$3848.00 per year
plus shipping \$13.00 per = \$2704.00 per year

TSS - \$11.00 per test x 4 per month = \$44.00 / \$528.00 per year
Plus shipping \$10.50 per = \$624.00 per year.

Ammonia - \$16.50 per test x 3 = \$49.50 per week / \$2574.00 year
Plus shipping \$10.50 per = \$1638.00

TOTAL COST OUTSIDE LAB TESTING PER YEAR \$11,916.00 yr.