

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 20, 2016
Web Page:	www.tiptoniowa.org
Posted:	Friday, June 17, 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:	Sgt. 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. Approval of City Council Minutes – June 6, 2016
2. Approval of May's Treasurer/Investment Reports
3. Approval of May's Airport Committee Meeting Minutes
4. Approval of cigarette license renewals, July 1, 2016

G. **Public Hearing**

- 1.

H. **Ordinance Approval/Amendment**

1. Ordinance No. 556: Amending Provisions Pertaining to Disorderly Conduct, Funeral or Memorial Service.
 - i. Motion to approve second reading and waive the third reading to adopt or move to third reading.

I. **Resolutions for Approval**

1. Resolution No. 060616A: Accepting a Two-Year Bargaining Unit Contract with U/E Local 893-13. Bargaining unit contract for fiscal years 2017 and 2018. **Tabled 06/06/16.**

J. **Mayoral Proclamation**

K. **Old Business**

L. Motions for Approval

1. Discussion and Consideration, Claims Lists.
2. Discussion and Consideration, No One Fights Alone Race/Walk, July 4th
3. Discussion and Consideration, Airport Mowing Bid
4. Discussion and Consideration, Ambulance Director's Resignation, effective July 1, 2016
5. Discussion and Consideration, Water/Sewer Exemption, 707 W. 9th St., Lot 27
6. Discussion and Consideration, Date Change First Council Meeting July, 2016
7. Discussion and Consideration, Replace Fencing Lower Shop
8. Discussion and Consideration, Retire Engine 4
9. Discussion and Consideration, Disposal, CP Engine
10. Discussion and Consideration, Sale of the 2006 Ambulance, Bid Approval

M. Reports to be Received/Filed

1. Accept Alliance Water Resources Report, May, 2016
2. Economic Development Director Report, June, 2016

N. Discussion Items (No Action)

1. Fourth of July Flyer
2. Mayor, Council, City Manager Parade Participation
3. Electric Department Future Planning

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.

June 6, 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, Fletcher, Lenz, Nash, Kepford, T. Johnson, Walsh, Donohoe, Beck, Taber, B. Brennan, Daufeldt, other visitors and the press.

Agenda:

Motion by Boots, second by McNeill to approve the agenda as presented. Following the call vote the motion passed unanimously.

Consent Agenda:

Motion by Boots, second by Spear to approve the consent agenda which includes a correction to the May 23, 2016, Council Meeting Minutes, under Council Reports, to change the date from June 10, 2016, to June 18, 2016, for the CCEDCO seminar, and April Library Board Minutes and Director's Report. Following the roll call vote the motion passed unanimously.

Public Hearing:

1. Public Hearing

Motion by Spear, second by Boots to open the public hearing for Ordinance No. 556, Amending Provisions Pertaining to Disorderly Conduct, Funeral or Memorial Service, at 5:32 p.m. Following the roll call vote the public hearing was open. With no written or oral objections a motion was made by Spear, second by Anderson to close the public hearing at 5:34 p.m. Following the roll call vote the motion passed unanimously.

Ordinance Approval/Amendment:

1. Ordinance 556: Amending Provisions Pertaining to Disorderly Conduct, Funeral or Memorial Service. Motion by Leeper, second by McNeill to approve the first reading of Ordinance 556, Amending Provisions Pertaining to Disorderly Conduct, Funeral or Memorial Service. Following the roll call vote the motion passed unanimously.

Resolutions for Approval:

1. Resolution 060616A: Accepting a Two-Year Bargaining Unit Contract with UE Local 893-13. Bargaining Unit Contract for Fiscal Years 2017 and 2018.

Motion by Anderson, second by Leeper to table Resolution 060616A until the June 20, 2016, council meeting, the resolution to accept the two-year bargaining unit contract with UE Local 893-13 for fiscal years 2017 and 2018. Following the roll call vote the motion passed unanimously.

Motions for Approval:

1. Claims List

ALTORFER INC	NEW PP EQUIPMENT RPR/MAINT	767.35
ARROW INTERNATIONAL INC	NEEDLE SETS & STABILIZERS	1342.03
BINNS & STEVENS	DUST CONTROL E SOUTH ST	564.00
CEDAR COUNTY ENGINEER	247.4 GL DSL	1586.95
CEDAR COUNTY SOLID WASTE	TRANSFER FEES	2990.00
CINTAS CORPORATION #342	UNIFORMS	316.37
FAMILY FOODS	MISC SUPPLIES	56.07
FARNER-BOCKEN COMPANY	CONCESSIONS	3577.36

FLETCHER-REINHARDT CO.	SPLICES	218.31
FOR A CLEANER POOL	BRUSHES, DRIVE BELTS	342.24
G & K SERVICES	UNIFORMS	200.83
GRASSHOPPER LAWN CARE DBA	SPRAY 4 BALL FIELDS	255.00
H & H AUTO	TIRE REPAIR #52	15.00
INTEGRATED TECHNOLOGY PART	DATTO BACKUP ISSUES	405.00
IOWA ASSOCIATION OF	TESTING	15.00
KINUM INC	COLLECTION EXPENSE	99.37
KUNDE OUTDOOR EQUIPMENT	OPERATING SUPPLIES	49.54
LYNCH DALLAS PC	LEGAL SERVICES	2175.00
MANATTS INC	PARKVIEW DR STREET REPAIR	1390.00
MBR INC	LABOR ON DEEP FREEZER	226.00
METERING & TECHNOLOGY SOLU	2 ELECTRIC METERS	200.25
MUNICIPAL SUPPLY INC	12 WATER METERS	1527.25
PCM	COMPUTER	567.99
PEPSI-COLA	DRINK ORDER	104.23
RESCO	UNDERGROUND SUPPLIES	2271.89
SPEER FINANCIAL INC	CONTINUING DISCLOSURE STMNT	510.00
T & M CLOTHING CO.	1 SHIRT & 8 EMBROIDERIES	1437.90
TIPTON COMMUNITY SCHOOLS	SOCCER PICTURES IN GYM	140.00
TIPTON ELECTRIC MOTORS	HOIST REPAIR	35.00
TIPTON GREENHOUSE	FLOWERS FOR PARK ENTRANCE	38.50
TIPTON STRUCTURAL FABRICAT	STEEL FOR MANHOLE LID	162.50
USA BLUE BOOK	2 PUMPS	991.31
WENDLING QUARRIES INC	109.27 TN ROAD STONE	1107.22
	TOTAL	25685.46
	FUND TOTALS	
001 GENERAL GOVERNMENT		12219.63
600 WATER OPERATING		1545.85
610 WASTEWATER/AKA SEWER REVE		6.00
630 ELECTRIC OPERATING		3979.03
640 GAS OPERATING		79.64
670 GARBAGE COLLECTION		3165.39
810 CENTRAL GARAGE		1761.62
835 ADMINISTRATIVE SERVICES		2928.30
	GRAND TOTAL	25685.46

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

2. Engine Generator Set Replacement Authorization

Motion by Anderson, second by Boots to approve the purchase of a used, two mW Caterpillar engine gen set from Altorfer, contingent upon opinion of bond counsel with permission to release electric department

reserve funds. And, rebuild the OP over time. Following the roll call vote the motion passed unanimously.

3. Ambulance Assistant Director Position, Comparable Wage

Motion by Boots, second by Spear to approve the title change for Molly Hansen to Ambulance Assistant Director, with a change to her wage from \$12.00 to \$18.00 per hour, with no more than 30 hours per week. Following the roll call vote the motion passed unanimously.

4. Stumbo Art Galleries Chalk Sidewalk Event, 4th of July, 501 Cedar St.

Motion by Anderson, second by Leeper to approve Stumbo Art Galleries chalk sidewalk event on the 4th of July, at 501 Cedar St. Following the roll call vote the motion passed unanimously.

5. Mulberry Block Party Street Closing, 1st to 2nd Street, July 9, 2016

Motion by Spear, second by Boots to approve closing Mulberry St., 1st to 2nd Street, on July 9, 2016, for a block party. Following the roll call vote the motion passed unanimously.

6. DRIP Reimbursement, FY16, 311-317 Cedar St.

Motion by Boots, second by Anderson to approve the DRIP reimbursement for 311-317 Cedar St., for Kevin Kofron, in the amount of \$10,000.27. Following the roll call vote the motion passed unanimously.

7. DRIP Reimbursement Request, FY17, 120 West 5th St.

Motion by Spear, second by Boots to approve the recommendation from the Tipton Development Commission, for a DRIP reimbursement request, for Michelle Ford, at 120 West 5th Street. Following the roll call vote the motion passed unanimously.

Reports to be Received/Filed:

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

Manager Long gave a brief, informative report. Following the report, Tony Sneed, with Alliance Water Resources, stated that the numbers are all reasonable. Sneed added, that keeping the lab open is good and important, and Alliance will be leaving Tipton all of the equipment for doing records and plans, and templates to do reports. Sneed also stated he has no doubt that the City will be successful, and that we can call them anytime. Sneed also went on to say that the City is going to do a good job and that we have a good plan in place.

Motion by Spear, second by Boots to accept the follow-up analysis, in-house water and sewer operations management report given by Manager Long. Following the roll call vote the motion passed unanimously.

Reports of Mayor/Council/Manager/Department Heads:

Public Works Director's Report

Public Works Director Nash stated that McClure Engineering has measured and checked all the manholes, which is a total of 450. They are still collecting from rain gauges and checking the flow monitors. They should have detailed reports to us soon.

Adjourn:

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

Meeting adjourned at 6:44 p.m.

Mayor

Attest:
City Clerk

CITY OF TIPTON
FUND BALANCE REPORT
AS OF: MAY 31ST, 2016

	BEGINNING FUND BALANCE	YTD REVENUES	YTD EXPENSES	ENDING FUND BALANCE
001-GENERAL GOVERNMENT	215,676.74CR	2,457,582.67CR	2,486,935.20	186,324.21CR
002-COMMUNICATIONS - LOCAL AC	34,281.17CR	25,522.98CR	24,696.58	35,107.57CR
110-ROAD USE TAX FUND	445,492.67CR	362,360.93CR	162,556.16	645,297.44CR
112-TRUST AND AGENCY FUND	22,634.44CR	327,714.07CR	288,827.91	61,520.60CR
121-LOCAL OPTION TAX	197,729.21CR	249,420.69CR	176,795.67	270,354.23CR
125-TIF SPECIAL REVENUE FUND	71,966.77CR	180,347.44CR	168,847.86	83,466.35CR
160-ECONOMIC/INDUSTRIAL DEVEL	547,900.03CR	42,831.69CR	0.00	590,731.72CR
168-AQUATIC CENTER CAMPAIGN F	603,279.12	0.00	0.00	603,279.12
169-PARK TRUST	0.00	0.00	0.00	0.00
187-UNEMPLOYMENT TRUST	0.00	0.00	0.00	0.00
189-LIBRARY TRUST FUND	7,458.25CR	601.06CR	0.00	8,059.31CR
190-P S SHARE FUND	21,775.30CR	2,684.21CR	1,000.00	23,459.51CR
191-AMBULANCE TRUST	0.00	0.00	0.00	0.00
192-FIRE ENTERPRISE TRUST	5,112.96CR	49,998.08CR	59,583.34	4,472.30
195-CDBG FUNDS	0.00	0.00	0.00	0.00
200-ELECTRIC REVENUE BONDS 98	0.00	0.00	0.00	0.00
202-ELECTRIC REVENUE BONDS	214,099.57CR	182,753.09CR	14,320.00	382,531.66CR
203-06 ELECTRIC SUBSTATION RE	482,517.41CR	205,471.71CR	28,856.25	659,132.87CR
204-WATER REVENUE BOND RESERV	230,443.36CR	132,613.79CR	4,467.50	358,589.65CR
205-GO FIRE TRUCK 2010	22,023.16	36,670.04CR	37,616.35	22,969.47
206-1994 SE/WA DEBT SERV FUND	0.00	4,506.74CR	0.00	4,506.74CR
207-GO - FIRE STATION	0.00	0.00	0.00	0.00
208-WW/SEWER REVENUE BOND SIN	159,556.10CR	178,106.73CR	14,315.00	323,347.83CR
209-STREETSCAPE PROJECT	0.00	0.00	0.00	0.00
210-GO ST IMPROVEMENT NOTES	8,060.00CR	20.22CR	0.00	8,080.22CR
212-03 GO ST IMPROVE NOTES	14,018.32CR	33.98CR	0.00	14,052.30CR
214-GO CP BONDS SERIES 2011A	10,716.26CR	197,908.45CR	19,870.00	188,754.71CR
216-GO CP BONDS SERIES 2011B	250.97CR	134,669.75CR	8,393.75	126,526.97CR
218-GO CP BONDS SERIES 2011C	31,705.59CR	250,600.80CR	16,717.50	265,588.89CR
220-GO BONDS 2013 DEBT SRVC	76.14CR	175,373.00CR	5,573.75	169,875.39CR
222-GO BOND 2015 DEBT SERVICE	0.00	0.00	0.00	0.00
300-GO ST IMPROVEMENT PROJECT	0.00	98.22CR	212,562.01	212,463.79
301-WATER TOWER PROJECT	0.00	0.00	0.00	0.00
302-WATER PROJECT WARRARHTS	0.00	0.00	0.00	0.00
303-WASTEWATER PROJECT	0.00	0.00	0.00	0.00
304-AQUATIC CENTER CP	0.00	0.00	0.00	0.00
305-GO ST IMPROVEMENT 08	72.85CR	49.57CR	0.00	122.42CR
306-69 KV SUBSTATION PROJECT	40,732.00CR	0.00	0.00	40,732.00CR
307-STREETSCAPE PROJECT	41,993.95CR	101.82CR	0.00	42,095.77CR
308-SKATE PARK PROJECT	25.03CR	16.74CR	0.00	41.77CR
310-NEW FIRE STATION	143.69CR	97.45CR	0.00	241.14CR
311-ADDTNL GENERATION PRJCT	83.93CR	57.06CR	0.00	140.99CR
312-PUBLIC WORKS BLDGS	0.28CR	0.27CR	0.00	0.55CR
314-WETLAND M ITIGATION PRJCT	8,144.67CR	12.42CR	0.00	8,157.09CR
315-JKFAC CP	254,096.80CR	651,558.30CR	118,317.23	787,337.87CR

CITY OF TIPTON
 FUND BALANCE REPORT
 AS OF: MAY 31ST, 2016

	BEGINNING FUND BALANCE	YTD REVENUES	YTD EXPENSES	ENDING FUND BALANCE
500-CEMETERY TRUST FUND	100,150.00CR	900.00CR	0.00	101,050.00CR
600-WATER OPERATING	51,786.71CR	641,429.74CR	619,573.21	73,643.24CR
610-WASTEWATER/AKA SEWER REVE	100,509.10CR	551,743.07CR	546,344.46	105,907.71CR
630-ELECTRIC OPERATING	1,878,146.42CR	3,940,188.74CR	4,193,877.32	1,624,457.84CR
631-ELECTRIC DEVELOPMENT	8,567.14CR	20.77CR	0.00	8,587.91CR
632-ELECTRIC RENEWAL/REPLACEM	373,352.97CR	1,019.01CR	0.00	374,371.98CR
633-ELECTRIC RESERVE	407,629.97CR	1,087.33CR	0.00	408,717.30CR
634-ELECTRIC BOND/INT RESERVE	1,517,609.66CR	3,574.01CR	0.00	1,521,183.67CR
640-GAS OPERATING	62,121.58CR	1,297,077.48CR	1,300,413.09	58,785.97CR
641-GAS D.E.I.	15,689.25CR	53.78CR	0.00	15,743.03CR
642-GAS RESERVE	474,334.67CR	152.91CR	0.00	474,487.58CR
660-AIRPORT OPERATING	40,436.36	57,348.72CR	64,029.26	47,116.90
670-GARBAGE COLLECTION	9,337.21CR	473,854.30CR	410,728.24	72,463.27CR
740-STORM WATER	44,836.81CR	94,267.02CR	56,993.75	82,110.08CR
750-CEMETERY ENTERPRISE	23,205.99CR	26,863.17CR	33,574.32	16,494.84CR
810-CENTRAL GARAGE	340,767.84CR	243,200.28CR	224,840.99	359,127.13CR
820-PSF HEALTH INSURANCE	33,842.60CR	60,369.24CR	60,347.33	33,864.51CR
830-CITY RESERVE FUND	73,881.69CR	9,315.72CR	0.00	83,197.41CR
835-ADMINISTRATIVE SERVICES	100,416.95CR	218,746.07CR	323,596.06	4,433.04
860-PAYROLL ACCOUNT	1,264.19CR	0.00	0.00	1,264.19CR
950-ELECTRIC METER DEPOSITS	15,054.98CR	8,546.24CR	12,095.00	11,506.22CR
951-WATER METER DEPOSITS	1,780.86CR	3,339.30CR	3,775.00	1,345.16CR
952-GAS METER DEPOSITS	10,299.78CR	5,110.24CR	8,360.00	7,050.02CR
999-POOLED CASH	0.00	0.00	0.00	0.00
GRAND TOTAL FUND BALANCE	8,045,611.19CR	13,487,991.11CR	11,708,800.09	9,824,802.21CR

*** END OF REPORT ***

REVENUE AND EXPENDITURES REPORT (UNAUDITED)

AS OF: MAY 31ST, 2016

% OF YEAR COMPLETED: 91.67

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>001-GENERAL GOVERNMENT</u>							
TOTAL REVENUE	3,701,096.00	2,792,605.12	2,715,274.00	176,915.08	2,457,582.67	257,691.33	90.51
TOTAL EXPENDITURES	<u>3,701,096.00</u>	<u>2,594,573.84</u>	<u>2,715,274.00</u>	<u>149,595.68</u>	<u>2,486,935.20</u>	<u>228,338.80</u>	<u>91.59</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	198,031.28	0.00	27,319.40	(29,352.53)	29,352.53	0.00
<u>002-COMMUNICATIONS - LOCAL AC</u>							
TOTAL REVENUE	26,600.00	22,671.81	25,000.00	8.24	25,522.98	(522.98)	102.09
TOTAL EXPENDITURES	<u>26,600.00</u>	<u>23,008.33</u>	<u>25,000.00</u>	<u>2,083.33</u>	<u>24,696.58</u>	<u>303.42</u>	<u>98.79</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(336.52)	0.00	(2,075.09)	826.40	(826.40)	0.00
<u>110-ROAD USE TAX FUND</u>							
TOTAL REVENUE	466,370.00	298,787.59	304,384.00	25,494.07	362,360.93	(57,976.93)	119.05
TOTAL EXPENDITURES	<u>466,370.00</u>	<u>255,125.75</u>	<u>304,384.00</u>	<u>14,777.84</u>	<u>162,556.16</u>	<u>141,827.84</u>	<u>53.40</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	43,661.84	0.00	10,716.23	199,804.77	(199,804.77)	0.00
<u>112-TRUST AND AGENCY FUND</u>							
TOTAL REVENUE	304,947.00	308,245.12	326,303.00	11,376.27	327,714.07	(1,411.07)	100.43
TOTAL EXPENDITURES	<u>304,947.00</u>	<u>274,223.58</u>	<u>326,303.00</u>	<u>26,257.09</u>	<u>288,827.91</u>	<u>37,475.09</u>	<u>88.52</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	34,021.54	0.00	(14,880.82)	38,886.16	(38,886.16)	0.00
<u>121-LOCAL OPTION TAX</u>							
TOTAL REVENUE	227,445.00	241,377.77	210,200.00	18,546.38	249,420.69	(39,220.69)	118.66
TOTAL EXPENDITURES	<u>227,445.00</u>	<u>191,349.59</u>	<u>210,200.00</u>	<u>16,072.33</u>	<u>176,795.67</u>	<u>33,404.33</u>	<u>84.11</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	50,028.18	0.00	2,474.05	72,625.02	(72,625.02)	0.00
<u>125-TIF SPECIAL REVENUE FUND</u>							
TOTAL REVENUE	257,525.00	242,894.38	188,025.00	4,362.28	180,347.44	7,677.56	95.92
TOTAL EXPENDITURES	<u>257,525.00</u>	<u>195,330.54</u>	<u>188,025.00</u>	<u>12,905.83</u>	<u>168,847.86</u>	<u>19,177.14</u>	<u>89.80</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	47,563.84	0.00	(8,543.55)	11,499.58	(11,499.58)	0.00
<u>160-ECONOMIC/INDUSTRIAL DEVEL</u>							
TOTAL REVENUE	66,559.00	88,661.90	36,527.00	1,638.31	42,831.69	(6,304.69)	117.26
TOTAL EXPENDITURES	<u>66,559.00</u>	<u>42,156.00</u>	<u>36,527.00</u>	<u>0.00</u>	<u>0.00</u>	<u>36,527.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	46,505.90	0.00	1,638.31	42,831.69	(42,831.69)	0.00
<u>168-AQUATIC CENTER CAMPAIGN F</u>							
TOTAL REVENUE	0.00	3,350.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	3,350.00	0.00	0.00	0.00	0.00	0.00
<u>189-LIBRARY TRUST FUND</u>							
TOTAL REVENUE	1,950.00	1,954.16	1,200.00	10.04	601.06	598.94	50.09
TOTAL EXPENDITURES	<u>1,950.00</u>	<u>0.00</u>	<u>1,200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,200.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,954.16	0.00	10.04	601.06	(601.06)	0.00

REVENUE AND EXPENDITURES REPORT (UNAUDITED)

AS OF: MAY 31ST, 2016

% OF YEAR COMPLETED: 91.67

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>190-P S SHARE FUND</u>							
TOTAL REVENUE	3,050.00	3,700.68	2,035.00	160.51	2,684.21(	649.21)	131.90
TOTAL EXPENDITURES	<u>3,050.00</u>	<u>0.00</u>	<u>2,035.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>1,035.00</u>	<u>49.14</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	3,700.68	0.00	160.51	1,684.21(	1,684.21)	0.00
<u>192-FIRE ENTERPRISE TRUST</u>							
TOTAL REVENUE	67,734.00	61,268.97	72,936.00	0.00	49,998.08	22,937.92	68.55
TOTAL EXPENDITURES	<u>67,734.00</u>	<u>57,331.09</u>	<u>72,936.00</u>	<u>5,416.66</u>	<u>59,583.34</u>	<u>13,352.66</u>	<u>81.69</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	3,937.88	0.00	(5,416.66)	(9,585.26)	9,585.26	0.00
<u>202-ELECTRIC REVENUE BONDS</u>							
TOTAL REVENUE	201,280.00	184,559.42	199,140.00	16,643.17	182,753.09	16,386.91	91.77
TOTAL EXPENDITURES	<u>201,280.00</u>	<u>15,340.00</u>	<u>199,140.00</u>	<u>0.00</u>	<u>14,320.00</u>	<u>184,820.00</u>	<u>7.19</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	169,219.42	0.00	16,643.17	168,433.09(	168,433.09)	0.00
<u>203-06 ELECTRIC SUBSTATION RE</u>							
TOTAL REVENUE	220,113.00	202,180.38	223,413.00	18,714.21	205,471.71	17,941.29	91.97
TOTAL EXPENDITURES	<u>220,113.00</u>	<u>29,656.25</u>	<u>223,413.00</u>	<u>0.00</u>	<u>28,856.25</u>	<u>194,556.75</u>	<u>12.92</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	172,524.13	0.00	18,714.21	176,615.46(	176,615.46)	0.00
<u>204-WATER REVENUE BOND RESERV</u>							
TOTAL REVENUE	34,348.00	31,793.50	144,135.00	12,078.79	132,613.79	11,521.21	92.01
TOTAL EXPENDITURES	<u>34,348.00</u>	<u>4,573.75</u>	<u>144,135.00</u>	<u>0.00</u>	<u>4,467.50</u>	<u>139,667.50</u>	<u>1.10</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	27,219.75	0.00	12,078.79	128,146.29(	128,146.29)	0.00
<u>205-GO FIRE TRUCK 2010</u>							
TOTAL REVENUE	37,543.00	34,416.27	40,000.00	3,333.33	36,670.04	3,329.96	91.68
TOTAL EXPENDITURES	<u>37,543.00</u>	<u>41,435.56</u>	<u>40,000.00</u>	<u>34,757.73</u>	<u>37,616.35</u>	<u>2,383.65</u>	<u>94.04</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(7,019.29)	0.00	(31,424.40)	(946.31)	946.31	0.00
<u>206-1994 SE/WA DEBT SERV FUND</u>							
TOTAL REVENUE	2,618.00	2,618.00	4,441.00	1.06	4,506.74(	65.74)	101.48
TOTAL EXPENDITURES	<u>2,618.00</u>	<u>0.00</u>	<u>4,441.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,441.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	2,618.00	0.00	1.06	4,506.74(	4,506.74)	0.00
<u>208-MW/SEWER REVENUE BOND SIN</u>							
TOTAL REVENUE	193,340.00	176,337.42	194,420.00	16,219.27	178,106.73	16,313.27	91.61
TOTAL EXPENDITURES	<u>193,340.00</u>	<u>15,680.00</u>	<u>194,420.00</u>	<u>0.00</u>	<u>14,315.00</u>	<u>180,105.00</u>	<u>7.36</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	160,657.42	0.00	16,219.27	163,791.73(	163,791.73)	0.00
<u>210-GO ST IMPROVEMENT NOTES</u>							
TOTAL REVENUE	104,850.00	99,383.88	0.00	1.90	20.22(	20.22)	0.00
TOTAL EXPENDITURES	<u>104,850.00</u>	<u>2,325.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	97,058.88	0.00	1.90	20.22(	20.22)	0.00

CITY OF TIPTON
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: MAY 31ST, 2016

% OF YEAR COMPLETED: 91.67

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
307-STREETScape PROJECT							
TOTAL REVENUE	0.00	84.61	0.00	9.89	101.82(	101.82)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	84.61	0.00	9.89	101.82(	101.82)	0.00
308-SKATE PARK PROJECT							
TOTAL REVENUE	37,785.00	76.17	0.00	0.01	16.74(	16.74)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	37,785.00	76.17	0.00	0.01	16.74(	16.74)	0.00
310-NEW FIRE STATION							
TOTAL REVENUE	225,973.00	445.64	0.00	0.06	97.45(	97.45)	0.00
TOTAL EXPENDITURES	225,973.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	445.64	0.00	0.06	97.45(	97.45)	0.00
311-ADDTNL GENERATION PRJCT							
TOTAL REVENUE	128,896.00	219.73	0.00	0.03	57.06(	57.06)	0.00
TOTAL EXPENDITURES	128,896.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	219.73	0.00	0.03	57.06(	57.06)	0.00
312-PUBLIC WORKS BLDGS							
TOTAL REVENUE	0.00	1.25	0.00	0.00	0.27(	0.27)	0.00
TOTAL EXPENDITURES	616.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(616.00)	1.25	0.00	0.00	0.27(	0.27)	0.00
314-WETLAND M ITIGATION PRJCT							
TOTAL REVENUE	27,982.00	52.00	0.00	0.01	12.42(	12.42)	0.00
TOTAL EXPENDITURES	27,982.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	52.00	0.00	0.01	12.42(	12.42)	0.00
315-JKFA CP							
TOTAL REVENUE	390,455.00	390,621.45	0.00	184.90	651,558.30(	651,558.30)	0.00
TOTAL EXPENDITURES	390,455.00	121,273.07	0.00	0.00	118,317.23(	118,317.23)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	269,348.38	0.00	184.90	533,241.07(	533,241.07)	0.00
500-CEMETERY TRUST FUND							
TOTAL REVENUE	2,700.00	1,275.00	1,000.00	450.00	900.00	100.00	90.00
TOTAL EXPENDITURES	2,700.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,275.00	0.00	450.00	900.00(	900.00)	0.00
600-WATER OPERATING							
TOTAL REVENUE	746,092.00	659,514.08	708,300.00	61,520.54	641,429.74	66,870.26	90.56
TOTAL EXPENDITURES	746,092.00	444,493.18	708,300.00	51,364.61	619,573.21	88,726.79	87.47
REVENUES OVER/(UNDER) EXPENDITURES	0.00	215,020.90	0.00	10,155.93	21,856.53(	21,856.53)	0.00

CITY OF TIPTON
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: MAY 31ST, 2016

% OF YEAR COMPLETED: 91.67

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
610-WASTEWATER/AKA SEWER REVE							
TOTAL REVENUE	667,509.00	563,777.44	649,600.00	54,238.58	551,743.07	97,856.93	84.94
TOTAL EXPENDITURES	667,509.00	618,620.67	649,600.00	47,994.85	546,344.46	103,255.54	84.10
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(54,843.23)	0.00	6,243.73	5,398.61	(5,398.61)	0.00
630-ELECTRIC OPERATING							
TOTAL REVENUE	4,715,461.00	4,140,993.24	4,311,291.00	318,064.67	3,940,188.74	371,102.26	91.39
TOTAL EXPENDITURES	4,715,461.00	3,929,105.20	4,311,291.00	349,118.18	4,193,877.32	117,413.68	97.28
REVENUES OVER/(UNDER) EXPENDITURES	0.00	211,888.04	0.00	(31,053.51)	(253,688.58)	253,688.58	0.00
631-ELECTRIC DEVELOPMENT							
TOTAL REVENUE	0.00	17.24	0.00	2.02	20.77	(20.77)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	17.24	0.00	2.02	20.77	(20.77)	0.00
632-ELECTRIC RENEWAL/REPLACEM							
TOTAL REVENUE	1,000.00	752.07	0.00	87.92	1,019.01	(1,019.01)	0.00
TOTAL EXPENDITURES	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	752.07	0.00	87.92	1,019.01	(1,019.01)	0.00
633-ELECTRIC RESERVE							
TOTAL REVENUE	1,500.00	1,214.58	0.00	63.75	1,087.33	(1,087.33)	0.00
TOTAL EXPENDITURES	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,214.58	0.00	63.75	1,087.33	(1,087.33)	0.00
634-ELECTRIC BOND/INT RESERVE							
TOTAL REVENUE	98,660.00	3,293.93	0.00	320.50	3,574.01	(3,574.01)	0.00
TOTAL EXPENDITURES	98,660.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	3,293.93	0.00	320.50	3,574.01	(3,574.01)	0.00
540-GAS OPERATING							
TOTAL REVENUE	1,835,853.00	1,544,908.94	1,997,400.00	148,446.36	1,297,077.48	700,322.52	64.94
TOTAL EXPENDITURES	1,835,853.00	1,549,336.09	1,997,400.00	96,069.06	1,300,413.09	696,986.91	65.11
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(4,427.15)	0.00	52,377.30	(3,335.61)	3,335.61	0.00
541-GAS D.E.I.							
TOTAL REVENUE	200.00	54.60	0.00	1.24	53.78	(53.78)	0.00
TOTAL EXPENDITURES	200.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	54.60	0.00	1.24	53.78	(53.78)	0.00
542-GAS RESERVE							
TOTAL REVENUE	35,983.00	384.74	0.00	16.36	152.91	(152.91)	0.00
TOTAL EXPENDITURES	35,983.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	384.74	0.00	16.36	152.91	(152.91)	0.00

REVENUE AND EXPENDITURES REPORT (UNAUDITED)

AS OF: MAY 31ST, 2016

% OF YEAR COMPLETED: 91.67

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>950-ELECTRIC METER DEPOSITS</u>							
TOTAL REVENUE	15,700.00	14,125.08	15,100.00	670.25	8,546.24	6,553.76	56.60
TOTAL EXPENDITURES	15,700.00	13,895.81	15,100.00	375.00	12,095.00	3,005.00	80.10
REVENUES OVER/(UNDER) EXPENDITURES	0.00	229.27	0.00	295.25 (	3,548.76)	3,548.76	0.00
<u>951-WATER METER DEPOSITS</u>							
TOTAL REVENUE	5,900.00	4,308.90	6,100.00	305.32	3,339.30	2,760.70	54.74
TOTAL EXPENDITURES	5,900.00	4,362.77	6,100.00	120.00	3,775.00	2,325.00	61.89
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	53.87)	0.00	185.32 (	435.70)	435.70	0.00
<u>952-GAS METER DEPOSITS</u>							
TOTAL REVENUE	8,600.00	8,062.10	8,600.00	311.66	5,110.24	3,489.76	59.42
TOTAL EXPENDITURES	8,600.00	7,625.00	8,600.00	185.00	8,360.00	240.00	97.21
REVENUES OVER/(UNDER) EXPENDITURES	0.00	437.10	0.00	126.66 (	3,249.76)	3,249.76	0.00
<u>GRAND TOTAL REVENUES</u>							
	17,873,981.00	14,157,645.16	15,008,631.00	1,047,424.65	13,487,991.11	1,520,639.89	89.87
<u>GRAND TOTAL EXPENDITURES</u>							
	17,836,812.00	11,711,459.89	15,008,631.00	916,008.88	11,708,800.09 (	3,299,830.91)	78.01
REVENUES OVER/(UNDER) EXPENDITURES	37,169.00	2,446,185.27	0.00	131,415.77	1,779,191.02 (	1,779,191.02)	0.00

*** END OF REPORT ***

Tipton Airport Committee Meeting

May 11th, 2016 -7:03 at the terminal, Mathews Memorial Airport, Tipton, Iowa.

Max Coppess called the meeting to order with a roll call. Those present: Sandy Gleaves, Dave Kruse, Mike Moes, Max Coppess, Scott Pearson, Pam Spear, Jim Rohlf and Leanne Boots. Scott moved with a second from Leanne to correct the agenda to include the agenda and minutes. Passed. The minutes from the previous meeting along with the amended agenda were approved.

Max reported a new mowing contract has been written and the City will advertise for bidders. Wright will continue to mow as per the old agreement until a new bid has been approved. He also reported fuel sales of 316 gallons. Max met with the local officials to update the disaster response document. He also met with the city manager, mayor, and the engineers for an update on the airport land acquisition project. It was noted the current negotiations for purchase with one of the adjoining property owners has stalled. Considering that the city has lost \$450,000 in grant money because of delays and the declining value of farm ground, the board recommends the City should move on to a different property owner who has expressed an interest in selling to the City.

Max noted the Tall Structure Ordinance that still needs to be approved by the County Supervisors creates a board to review projects in the affected area. The City has already approved the ordinance.

In final business, three board positions, those held by Jim, Sandy, and Scott, will be open for elections along with the airport manager. That along with hangar rents and mowing bids will be on the agenda for the next meeting.

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

Respectfully submitted by Dave Kruse.

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

The following businesses have applied for cigarette license renewal that will be effective on July 1, 2016:

Tavern on the Square

Tiger-Mart

Dollar General

Walmart

Family Foods

Casey's General Store

AGENDA ITEM # H-1

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE: June 16, 2016

AGENDA ITEM: Ordinance

ACTION: Motion

SYNOPSIS: Staff has received no comments regarding this ordinance.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Administration

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance No. 556

PREPARED BY: Lorna Fletcher

DATE PREPARED: 06/16/16

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

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

RESOLUTION NO. 020116 A

**A RESOLUTION OF ACCEPTANCE OF A TENTATIVE 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 of Tipton, Iowa ("City) and the employees of the City covered under the collective bargaining agreement with U/E Local 893-13 (the "Union") have recently completed bargaining sessions conducted by their respective representatives to provide for a Tentative Agreement regarding Wages, benefits and rules of work; and,

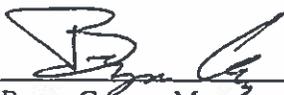
WHEREAS, Said bargaining sessions concluded a Tentative Agreement on January 15, 2016, with all representatives for the City and the Union having affixed their signatures to said Tentative Agreement.

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

SECTION 1. Said Tentative Agreement between the City of Tipton and UE Local 893-13, dated 1-15-16, and being a handwritten Tentative Agreement, is attached as Exhibit "A" and is made a part of and is hereafter a part of this Resolution.

SECTION 2. The City Council accepts this Tentative Agreement as binding as such, and authorizes the preparation of a final contract matching this Agreement in form, intent and substance for final approval.

PASSED and ADOPTED this 1st day of February, 2016.



Bryan Carney, Mayor

ATTEST:



Lorna Fletcher, City Clerk

I have attached what the City believes to be the final contract to this e-mail. Here are the changes made from the last contract sent to you on June 10:

- Article 17 Section 1, Paragraph 2: Aged the contract forward to 2016 (the date in there was 2006) and changed "Exhibit" to "Appendix" to reflect the proper title.
- Signature Lines: Added me to the signature line and removed Department Heads from the City's signatures.
- Salary Schedule: After reviewing this with Council Person Spear, Pat, and Lorna yesterday and today, we discovered errors in the salary schedule:
 - The salary schedule in the last version had the midpoint adjustment column prior to the 2% across the board column. As we understood the TA, the 2% across the board increase should occur first for everyone, and then the 2% midpoint adjustment will be added to that for those that qualify and meet the requirements for their review.
 - We also deleted the 2015 numbers for the City Worker IV and Water/W. Water Operator positions because they are new positions for 2016 that did not have 2015 wages.
 - We deleted names that were put into the salary schedule.
 - Substantively, nothing should be different in terms of the numbers on the salary schedule, we only changed how it was presented to reflect the TA.

Please review this document and if it is acceptable, Michael would you please print off two copies, sign them, and mail them to my office at: Holly Corkery, Lynch Dallas, P.C., P.O. Box 2457, 526 2nd Avenue SE, Cedar Rapids, IA 52406? I will then sign the copies and send them to the City for the remaining signatures. Once the contract is signed by all parties we will send you a complete copy.

Please let me know if you have any questions or concerns. Feel free to give me a call also as sometimes it is easier to talk these matters out when you have questions.

Holly

Holly A. Corkery

Attorney

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 employee's supervisor or 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. Compensatory time off may be taken in one-half (1/2) hour increments. Employees shall have the option to carry over up to sixty (60) hours compensatory time into the next fiscal year. Employees shall have the option to be paid for any earned compensatory time on the last day of the fiscal year in which it was earned at the employee's regular hourly rate of pay and shall be paid for any earned compensatory time carried over from the previous fiscal year on the last pay period in October of the current year at the employee's regular hourly rate in the previous fiscal year. 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, 2016 the regular rate of pay for each Job Classification is set out in Appendix 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. 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

Holly Corkery, Lynch Dallas, P.C.

Eldon Downs, Union Negotiating Committee

APPENDIX A
JOB CLASSIFICATIONS AND PAY SCALE

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

*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.

PACKET: 02270 Council Mtg 062016 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-0028 AERO RENTAL & PARTY SHOPPE

I 145064		SEWER CAMERA RENTAL	AP		R	7/16/2016		165.00	165.00CR	
		G/L ACCOUNT						165.00		
	001 5-290-2-65980	MISCELLANEOUS					165.00	SEWER CAMERA RENTAL		
								REG. CHECK		
								165.00	165.00CR	0.00
								165.00	0.00	

01-0060 ALBAUGH PHC INC

I 28126		TOILET REPLACEMENT IN PARK	AP		R	7/16/2016		279.41	279.41CR	
		G/L ACCOUNT						279.41		
	001 5-430-2-63100	BUILDING MAINTENANCE & REPAIR					279.41	TOILET REPLACEMENT IN PARK		
								REG. CHECK		
								279.41	279.41CR	0.00
								279.41	0.00	

01-0071 ALLIANCE WATER RESOURCES IN

I 6939		JUNE SERVICES	AP		R	7/16/2016		24,904.29	24,904.29CR	
		G/L ACCOUNT						24,904.29		
	001 5-465-2-64910	CONTRACT SERVICES					1,494.26	JUNE SERVICES		
	600 5-810-2-64910	CONTRACT SERVICES					11,954.06	JUNE SERVICES		
	610 5-815-2-64910	CONTRACT SERVICES					11,455.97	JUNE SERVICES		
								REG. CHECK		
								24,904.29	24,904.29CR	0.00
								24,904.29	0.00	

01-0154 ASCENT AVIATION GROUP INC

I 369500		2000 GL AVIATION FUEL	AP		R	6/16/2016		7,657.34	7,657.34CR	
		G/L ACCOUNT						7,657.34		
	660 5-835-2-64950	GAS PURCHASED					7,657.34	2000 GL AVIATION FUEL		
								REG. CHECK		
								7,657.34	7,657.34CR	0.00
								7,657.34	0.00	

01-0143 AUCA CHICAGO LOCKBOX

I 23236		MATS	AP		R	7/16/2016		69.64	69.64CR	
		G/L ACCOUNT						69.64		
	001 5-650-2-63100	BUILDING MAINTENANCE & REPAIR					69.64	MATS		

PACKET: 02270 Council Mtg 062016 AL

VENDOR SET: 01

VENDOR SEQUENCE

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

I 23241		BLDG MAINT SUPPLIES	AP		R	7/16/2016		165.01	165.01CR	
		G/L ACCOUNT						165.01		
	001 5-160-2-63100	BUILDING MAINTENANCE & REPAIR					165.01	BLDG MAINT SUPPLIES		
		REG. CHECK						234.65	234.65CR	0.00
								234.65	0.00	

01-0201	BARRON MOTOR SUPPLY									
I 13413		TRAILER BRAKE #11	AP		R	6/16/2016		69.73	69.73CR	
		G/L ACCOUNT						69.73		
	810 5-899-2-63321	REPAIR PARTS					69.73	TRAILER BRAKE #11		
I 13448		DEF FLUID #66	AP		R	6/16/2016		24.00	24.00CR	
		G/L ACCOUNT						24.00		
	810 5-899-2-63321	REPAIR PARTS					24.00	DEF FLUID #66		
I 13478		LUBE ELEMENT #67	AP		R	6/16/2016		17.15	17.15CR	
		G/L ACCOUNT						17.15		
	810 5-899-2-63321	REPAIR PARTS					17.15	LUBE ELEMENT #67		
		REG. CHECK						110.88	110.88CR	0.00
								110.88	0.00	

01-0247	BORDER STATES ELECTRIC SUPP									
I 911355805		250' ROMEX WIRE	AP		R	6/16/2016		71.83	71.83CR	
		G/L ACCOUNT						71.83		
	630 5-820-2-65303	STREET LIGHTS					71.83	250' ROMEX WIRE		
		REG. CHECK						71.83	71.83CR	0.00
								71.83	0.00	

01-0410	CEDAR COUNTY CO-OP									
C 14822		FUEL DISCOUNT	AP		R	6/16/2016		18.03CR	18.03	
		G/L ACCOUNT						18.03CR		
	810 5-899-2-65075	FUEL					18.03CR	FUEL DISCOUNT		
I 0516000		74.229 GL PARK/553.567 GL P	AP		R	7/16/2016		1,319.99	1,319.99CR	
		G/L ACCOUNT						1,319.99		
	810 5-899-2-65075	FUEL					1,177.86	74.229 GL PARK/553.567 GL PW		
	001 5-430-2-65075	FUEL					142.13	74.229 GL PARK/553.567 GL PW		
I 202043		5.45 GL UL PARK	AP		R	7/16/2016		12.58	12.58CR	
		G/L ACCOUNT						12.58		
	001 5-430-2-65075	FUEL					12.58	5.45 GL UL PARK		

PACKET: 02270 Council Mtg 062016 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202126		4.96 GL PRESSURE WASHER	AP		R	7/16/2016		10.17	10.17CR	
		G/L ACCOUNT						10.17		
	001 5-465-2-65070	OPERATING SUPPLIES					10.17	4.96 GL PRESSURE WASHER		
I 202295		27.74 GL UL #1	AP		R	7/16/2016		61.00	61.00CR	
		G/L ACCOUNT						61.00		
	810 5-899-2-65075	FUEL					61.00	27.74 GL UL #1		
I 202332		9.36 GL UL PARK	AP		R	7/16/2016		23.40	23.40CR	
		G/L ACCOUNT						23.40		
	001 5-430-2-65075	FUEL					23.40	9.36 GL UL PARK		
I 457276		55 GL OIL	AP		R	7/16/2016		663.85	663.85CR	
		G/L ACCOUNT						663.85		
	630 5-821-2-65076	OIL					663.85	55 GL OIL		
I 459263		HERBICIDE	AP		R	7/16/2016		43.93	43.93CR	
		G/L ACCOUNT						43.93		
	001 5-210-2-65070	OPERATING SUPPLIES					43.93	HERBICIDE		
		REG. CHECK						2,116.89	2,116.89CR	0.00
								2,116.89	0.00	

01-0580 CINTAS CORPORATION #342

I 342578627		SUPPLIES & UNIFORMS	AP		R	6/16/2016		231.90	231.90CR	
		G/L ACCOUNT						231.90		
	640 5-825-2-64350	UNIFORMS/EQUIPMENT					38.06	SUPPLIES & UNIFORMS		
	630 5-820-2-65070	OPERATING SUPPLIES					22.69	SUPPLIES & UNIFORMS		
	630 5-820-2-64350	UNIFORMS/EQUIPMENT					171.15	SUPPLIES & UNIFORMS		
I 342580343		SUPPLIES & UNIFORMS	AP		R	6/16/2016		166.83	166.83CR	
		G/L ACCOUNT						166.83		
	640 5-825-2-64350	UNIFORMS/EQUIPMENT					38.06	SUPPLIES & UNIFORMS		
	630 5-820-2-65070	OPERATING SUPPLIES					22.69	SUPPLIES & UNIFORMS		
	630 5-820-2-64350	UNIFORMS/EQUIPMENT					106.08	SUPPLIES & UNIFORMS		
		REG. CHECK						398.73	398.73CR	0.00
								398.73	0.00	

01-0587 CLARENCE LOWDEN SUN-NEWS &

I 0516CL5NA		POOL SCHEDULE	AP		R	7/16/2016		302.50	302.50CR	
		G/L ACCOUNT						302.50		
	001 5-465-2-64020	ADVERTISING					302.50	POOL SCHEDULE		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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				REG. CHECK				302.50	302.50CR	0.00
								302.50	0.00	

01-1076 D & R PEST CONTROL INC

I 16405	PEST CONTROL	AP		R	7/16/2016			35.00	35.00CR	
	G/L ACCOUNT							35.00		
	001 5-650-2-63100	BUILDING MAINTENANCE & REPAIR				35.00	PEST CONTROL			
I 16406	PEST CONTROL	AP		R	7/16/2016			31.03	31.03CR	
	G/L ACCOUNT							31.03		
	630 5-821-2-63100	BUILDING MAINTENANCE & REPAIR				31.03	PEST CONTROL			
I 16407	PEST CONTROL	AP		R	7/16/2016			25.00	25.00CR	
	G/L ACCOUNT							25.00		
	001 5-150-2-63100	BUILDING MAINTENANCE & REPAIR				25.00	PEST CONTROL			
I 16408	PEST CONTROL	AP		R	7/16/2016			25.00	25.00CR	
	G/L ACCOUNT							25.00		
	001 5-110-2-63100	BUILDING MAINTENANCE & REPAIR				25.00	PEST CONTROL			
I 16515	PEST CONTROL	AP		R	7/16/2016			45.00	45.00CR	
	G/L ACCOUNT							45.00		
	001 5-465-2-63100	BUILDING MAINTENANCE & REPAIR				45.00	PEST CONTROL			
I 16637	PEST CONTROL	AP		R	7/16/2016			29.96	29.96CR	
	G/L ACCOUNT							29.96		
	630 5-821-2-63100	BUILDING MAINTENANCE & REPAIR				29.96	PEST CONTROL			
				REG. CHECK				190.99	190.99CR	0.00
								190.99	0.00	

01-0860 EASTERN IOWA LIGHT & PWR

I 0516PL	FLAG LIGHT	AP		R	7/16/2016			10.75	10.75CR	
	G/L ACCOUNT							10.75		
	750 5-280-2-63710	UTILITIES				10.75	FLAG LIGHT			
I 0516SL	2 SECURITY LIGHTS	AP		R	7/16/2016			21.50	21.50CR	
	G/L ACCOUNT							21.50		
	750 5-280-2-63710	UTILITIES				21.50	2 SECURITY LIGHTS			
I 0516SP	SEWAGE PLANT	AP		R	7/16/2016			1,129.52	1,129.52CR	
	G/L ACCOUNT							1,129.52		
	610 5-815-2-63710	UTILITIES				1,129.52	SEWAGE PLANT			

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
				REG. CHECK				1,161.77	1,161.77CR	0.00
								1,161.77	0.00	

01-0859 EICCD

I 50974		TRAINING	AP		R	6/16/2016		32.00	32.00CR	
		G/L ACCOUNT						32.00		
	001 5-160-1-62300	TRAINING					32.00	TRAINING		
I 50975		TRAINING	AP		R	6/16/2016		8.00	8.00CR	
		G/L ACCOUNT						8.00		
	001 5-160-1-62300	TRAINING					8.00	TRAINING		
				REG. CHECK				40.00	40.00CR	0.00
								40.00	0.00	

01-0905 ELECTRICAL ENGINEERING & EQ

I 4618787-00		BATTERIES	AP		R	6/16/2016		47.16	47.16CR	
		G/L ACCOUNT						47.16		
	630 5-820-2-65070	OPERATING SUPPLIES					47.16	BATTERIES		
				REG. CHECK				47.16	47.16CR	0.00
								47.16	0.00	

01-0930 EMERGENCY MEDICAL PRODUCTS

I 1826322		MEDICAL SUPPLIES	AP		R	7/16/2016		159.50	159.50CR	
		G/L ACCOUNT						159.50		
	001 5-160-2-65070	OPERATING SUPPLIES					159.50	MEDICAL SUPPLIES		
I 1826323		MEDICAL SUPPLIES	AP		R	7/16/2016		193.95	193.95CR	
		G/L ACCOUNT						193.95		
	001 5-160-2-65070	OPERATING SUPPLIES					193.95	MEDICAL SUPPLIES		
I 1827897		MEDICAL SUPPLIES	AP		R	7/16/2016		297.24	297.24CR	
		G/L ACCOUNT						297.24		
	001 5-160-2-65070	OPERATING SUPPLIES					297.24	MEDICAL SUPPLIES		
I 1829289		MEDICAL SUPPLIES	AP		R	7/16/2016		89.74	89.74CR	
		G/L ACCOUNT						89.74		
	001 5-160-2-65070	OPERATING SUPPLIES					89.74	MEDICAL SUPPLIES		
I 1829614		MEDICAL SUPPLIES	AP		R	7/16/2016		39.40	39.40CR	
		G/L ACCOUNT						39.40		
	001 5-160-2-65070	OPERATING SUPPLIES					39.40	MEDICAL SUPPLIES		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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				REG. CHECK				779.83	779.83CR	0.00
								779.83	0.00	

01-1 ESTES

I 065-0315922	ENGINE PARTS	AP		R	6/16/2016			1,474.76	1,474.76CR	
	G/L ACCOUNT							1,474.76		
630 5-821-2-63500	OPERATIONAL EQUIPT MAINT & REP					1,474.76	ESTES-ENGINE PARTS			
				REG. CHECK				1,474.76	1,474.76CR	0.00
								1,474.76	0.00	

01-0965 FAMILY FOODS

I 0516FF	CONCESSIONS, OPER, MISC	AP		R	7/16/2016			82.07	82.07CR	
	G/L ACCOUNT							82.07		
001 5-465-2-65031	CONCESSIONS					17.12	CONCESSIONS, OPER, MISC			
001 5-465-2-65070	OPERATING SUPPLIES					31.99	CONCESSIONS, OPER, MISC			
835 5-899-2-65980	MISCELLANEOUS					32.96	CONCESSIONS, OPER, MISC			
I 0516FF-AMB	MISC SUPPLIES	AP		R	7/16/2016			43.62	43.62CR	
	G/L ACCOUNT							43.62		
001 5-160-2-65980	MISCELLANEOUS					43.62	MISC SUPPLIES			
				REG. CHECK				125.69	125.69CR	0.00
								125.69	0.00	

01-0970 FARNER-BOCKEN COMPANY

I 4876600	CONCESSIONS	AP		R	7/16/2016			335.96	335.96CR	
	G/L ACCOUNT							335.96		
001 5-465-2-65031	CONCESSIONS					335.96	CONCESSIONS			
I 4893783	CONCESSIONS	AP		R	7/16/2016			1,444.77	1,444.77CR	
	G/L ACCOUNT							1,444.77		
001 5-465-2-65031	CONCESSIONS					1,444.77	CONCESSIONS			
				REG. CHECK				1,780.73	1,780.73CR	0.00
								1,780.73	0.00	

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VENDOR SEQUENCE

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01-1020 FLETCHER-REINHARDT CO.

I 51139346.001	2 METER BASES	AP		R	7/16/2016			423.72	423.72CR	
	G/L ACCOUNT							423.72		
	630 5-820-2-65300	METERS					423.72	2 METER BASES		
								423.72	423.72CR	0.00
								423.72	0.00	

01-1051 FRIENDS OF THE ANIMALS

I 6216	2 CATS	AP		R	7/16/2016			100.00	100.00CR	
	G/L ACCOUNT							100.00		
	001 5-190-2-64910	CONTRACT SERVICES					100.00	2 CATS		
								100.00	100.00CR	0.00
								100.00	0.00	

01-1055 G & K SERVICES

I 546241	UNIFORMS	AP		R	7/16/2016			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 549545	UNIFORMS	AP		R	7/16/2016			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		
								91.52	91.52CR	0.00
								91.52	0.00	

01-1078 GIERKE ROBINSON COMPANY INC

I 5106328-000	2 WARNING TILES	AP		R	7/16/2016			320.00	320.00CR	
	G/L ACCOUNT							320.00		
	001 5-210-2-63991	MAINTENANCE - STREET DEPT					320.00	2 WARNING TILES		

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
				REG. CHECK				320.00	320.00CR	0.00
								320.00	0.00	
01-2665		GOODYEAR COMMERCIAL TIRE								
I 117-1058214		4 TIRES FIRE TRUCK	AP		R	6/16/2016		1,988.57	1,988.57CR	
		G/L ACCOUNT						1,988.57		
	810 5-899-2-63322	TIRES					1,988.57	4 TIRES FIRE TRUCK		
				REG. CHECK				1,988.57	1,988.57CR	0.00
								1,988.57	0.00	
01-1094		GRAINGER								
I 9125326828		HAND DRUM PUMP	AP		R	7/16/2016		49.50	49.50CR	
		G/L ACCOUNT						49.50		
	630 5-821-2-65053	SMALL TOOLS					49.50	HAND DRUM PUMP		
I 9129715281		2 CASES PAPER TOWELS	AP		R	7/16/2016		203.73	203.73CR	
		G/L ACCOUNT						203.73		
	640 5-825-2-65980	MISCELLANEOUS					203.73	2 CASES PAPER TOWELS		
I 9133608894		CONTROL TRANSFORMER	AP		R	7/16/2016		100.70	100.70CR	
		G/L ACCOUNT						100.70		
	001 5-465-2-63500	OPERATIONAL EQUIPT MAINT & REP					100.70	CONTROL TRANSFORMER		
I 9133975715		RELAYS	AP		R	7/16/2016		77.40	77.40CR	
		G/L ACCOUNT						77.40		
	001 5-465-2-63500	OPERATIONAL EQUIPT MAINT & REP					77.40	RELAYS		
				REG. CHECK				431.33	431.33CR	0.00
								431.33	0.00	
01-1115		H & H AUTO								
I 32502		2 TIRES #71	AP		R	7/16/2016		162.48	162.48CR	
		G/L ACCOUNT						162.48		
	810 5-899-2-63322	TIRES					162.48	2 TIRES #71		
I 32546		TIRE REPAIR #52	AP		R	7/16/2016		15.00	15.00CR	
		G/L ACCOUNT						15.00		
	810 5-899-2-63323	TIRE REPAIR					15.00	TIRE REPAIR #52		
				REG. CHECK				177.48	177.48CR	0.00
								177.48	0.00	

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01-1335 IMAGE TREND INC

I 101935		MONTHLY SAAS BILLING BRIDGE AP			R	6/17/2016		96.00	96.00CR	
		G/L ACCOUNT						96.00		
	001 5-160-2-65980	MISCELLANEOUS					96.00	MONTHLY SAAS BILLING BRIDGE		
								96.00	96.00CR	0.00
								96.00	0.00	

01-1289 INTEGRATED TECHNOLOGY PARTN

I 103444		HVAC INTERNET ISSUES AP			R	6/16/2016		180.00	180.00CR	
		G/L ACCOUNT						180.00		
	001 5-465-2-64190	TECHNOLOGY					180.00	HVAC INTERNET ISSUES		
I 103487		MANAGED NETWORK SERVICES AP			R	6/16/2016		2,310.00	2,310.00CR	
		G/L ACCOUNT						2,310.00		
	001 5-110-2-64190	TECHNOLOGY					770.00	MANAGED NETWORK SERVICES		
	001 5-160-2-64190	TECHNOLOGY					70.00	MANAGED NETWORK SERVICES		
	001 5-465-2-64190	TECHNOLOGY					140.00	MANAGED NETWORK SERVICES		
	001 5-525-2-64190	TECHNOLOGY					70.00	MANAGED NETWORK SERVICES		
	630 5-820-2-64190	TECHNOLOGY					350.00	MANAGED NETWORK SERVICES		
	640 5-825-2-64190	TECHNOLOGY					140.00	MANAGED NETWORK SERVICES		
	810 5-899-2-64190	TECHNOLOGY					210.00	MANAGED NETWORK SERVICES		
	835 5-899-2-64190	TECHNOLOGY					560.00	MANAGED NETWORK SERVICES		
I 103549		JUNE 2016 DATTO SERVICES AP			R	6/16/2016		427.70	427.70CR	
		G/L ACCOUNT						427.70		
	835 5-899-2-64190	TECHNOLOGY					427.70	JUNE 2016 DATTO SERVICES		
								2,917.70	2,917.70CR	0.00
								2,917.70	0.00	

01-1332 IOWA ONE CALL

I 181226		LOCATES AP			R	7/16/2016		70.20	70.20CR	
		G/L ACCOUNT						70.20		
	630 5-820-2-65304	UNDERGROUND SUPPLIES					23.40	LOCATES		
	600 5-810-2-65307	SERVICE LINES					23.40	LOCATES		
	640 5-825-2-65307	SERVICE LINES					23.40	LOCATES		
								70.20	70.20CR	0.00
								70.20	0.00	

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01-1 JIM'S SEPTIC SERVICE

I 25972		PUMP TANK	AP		R	6/16/2016		285.00	285.00CR	
		G/L ACCOUNT						285.00		
	660 5-835-2-65070	OPERATING SUPPLIES					285.00	JIM'S SEPTIC SERVICE:PUMP TANK		
								285.00	285.00CR	0.00
								285.00	0.00	

01-1500 KUNDE OUTDOOR EQUIPMENT

I 9923		PRUNER	AP		R	7/16/2016		19.95	19.95CR	
		G/L ACCOUNT						19.95		
	001 5-221-2-65070	OPERATING SUPPLIES					19.95	PRUNER		
I 9970		OPERATING SUPPLIES	AP		R	7/16/2016		5.99	5.99CR	
		G/L ACCOUNT						5.99		
	001 5-221-2-65070	OPERATING SUPPLIES					5.99	OPERATING SUPPLIES		
								25.94	25.94CR	0.00
								25.94	0.00	

01-2010 L L PELLING CO INC

I 119455		8.45 TN COLD MIX	AP		R	7/16/2016		912.60	912.60CR	
		G/L ACCOUNT						912.60		
	001 5-210-2-63992	MAINTENANCE SUPPLIES					912.60	8.45 TN COLD MIX		
								912.60	912.60CR	0.00
								912.60	0.00	

01-1514 LANDS' END BUSINESS OUTFIT

I 6085889		4 SUMMER SHIRTS OFFICE	AP		R	6/16/2016		118.40	118.40CR	
		G/L ACCOUNT						118.40		
	630 5-822-2-64350	UNIFORMS/EQUIPMENT					23.60	4 SUMMER SHIRTS OFFICE		
	640 5-826-2-64350	UNIFORMS/EQUIPMENT					23.60	4 SUMMER SHIRTS OFFICE		
	600 5-811-2-64350	UNIFORMS/EQUIPMENT					23.60	4 SUMMER SHIRTS OFFICE		
	610 5-815-2-64350	UNIFORMS/EQUIPMENT					23.60	4 SUMMER SHIRTS OFFICE		
	670 5-840-2-64350	UNIFORMS/EQUIPMENT					23.60	4 SUMMER SHIRTS OFFICE		
								118.40	118.40CR	0.00
								118.40	0.00	

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01-1619 LYNCH'S EXCAVATING INC

I 14681		CAMERA MAIN ON LOCUST ST	AP		R	7/16/2016		198.30	198.30CR	
		G/L ACCOUNT						198.30		
	001 5-290-2-65980	MISCELLANEOUS					198.30	CAMERA MAIN ON LOCUST ST		
				REG. CHECK				198.30	198.30CR	0.00
								198.30	0.00	

01-1660 MAHATTS INC

I 812376		CONCRETE FOR SIDEWALK MAINT AP	AP		R	7/16/2016		261.00	253.00CR	
		G/L ACCOUNT				7/16/2016		261.00	8.00CR	
	001 5-212-2-63991	MAINTENANCE					261.00	CONCRETE FOR SIDEWALK MAINT		
				REG. CHECK				261.00	253.00CR	0.00
								261.00	8.00CR	

01-1605 HBR INC

I INV22853		EQUIPMENT RPR/MAINT FAC AP	AP		R	6/16/2016		342.63	342.63CR	
		G/L ACCOUNT						342.63		
	001 5-465-2-63500	OPERATIONAL EQUIPT MAINT & REP					342.63	EQUIPMENT RPR/MAINT FAC		
				REG. CHECK				342.63	342.63CR	0.00
								342.63	0.00	

01-1640 MC CLURE ENGINEERING COMPAN

I 12696		SANITARY COLL & SYS EVALUAT AP	AP		R	6/16/2016		49,565.50	49,565.50CR	
		G/L ACCOUNT						49,565.50		
	740 5-865-2-64070	ENGINEERING					49,565.50	SANITARY COLL & SYS EVALUATION		
				REG. CHECK				49,565.50	49,565.50CR	0.00
								49,565.50	0.00	

01-2200 MICHAEL SEEHUSEN

I 4636		SMALL TOOLS AP	AP		R	6/16/2016		119.99	119.99CR	
		G/L ACCOUNT						119.99		
	810 5-899-2-65053	SMALL TOOLS					119.99	SMALL TOOLS		
				REG. CHECK				119.99	119.99CR	0.00
								119.99	0.00	

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01-1734 MIDWEST SAFETY COUNSELORS I

I	IVC0046876	CALIBRATION	AP		R	6/16/2016		85.00	85.00CR	
		G/L ACCOUNT						85.00		
	001 5-290-2-63500	OPERATIONAL EQUIPT MAINT & REP					85.00	CALIBRATION		
				REG. CHECK				85.00	85.00CR	0.00
								85.00	0.00	

01-1748 MITCHELL 1

I	IB18910021	MONTHLY WEB SUBSCRIPTIONS	AP		R	6/16/2016		233.05	233.05CR	
		G/L ACCOUNT						233.05		
	810 5-899-2-65065	COMPUTER SUPPLIES					233.05	MONTHLY WEB SUBSCRIPTIONS		
				REG. CHECK				233.05	233.05CR	0.00
								233.05	0.00	

01-2568 NEWPORT GROUP INC

I	N38907432	CONSULTING SERVICES PAY STU AP	AP		R	6/16/2016		960.00	960.00CR	
		G/L ACCOUNT						960.00		
	835 5-899-2-65980	MISCELLANEOUS					960.00	CONSULTING SERVICES PAY STUDY		
				REG. CHECK				960.00	960.00CR	0.00
								960.00	0.00	

01-1886 NILES CHIROPRACTIC

I	060116NILES	PRE EMPLOYMENT SCREENING	AP		R	7/16/2016		100.00	100.00CR	
		G/L ACCOUNT						100.00		
	001 5-110-2-64121	HEALTH SERVICES					100.00	PRE EMPLOYMENT SCREENING		
				REG. CHECK				100.00	100.00CR	0.00
								100.00	0.00	

01-1914 OFFICE EXPRESS

I	0550327-001	OFFICE SUPPLIES	AP		R	6/16/2016		146.38	146.38CR	
		G/L ACCOUNT						146.38		
	835 5-899-2-65060	OFFICE SUPPLIES					78.42	OFFICE SUPPLIES		
	810 5-899-2-65060	OFFICE SUPPLIES					67.96	OFFICE SUPPLIES		
I	0550440-001	NOTARY STAMP	AP		R	6/16/2016		23.99	23.99CR	
		G/L ACCOUNT						23.99		
	001 5-110-2-65060	OFFICE SUPPLIES					23.99	NOTARY STAMP		

PACKET: 02270 Council Mtg 062016 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
				REG. CHECK				170.37	170.37CR	0.00
								170.37	0.00	

01-2019 PEPSI-COLA

I 21457406	DRINK ORDER	AP	R	6/16/2016	409.89			409.89	409.89CR	
	G/L ACCOUNT				409.89					
	001 5-465-2-65031	CONCESSIONS			409.89	DRINK ORDER				
I 27358006	DRINK ORDER	AP	R	6/16/2016	819.12			819.12	819.12CR	
	G/L ACCOUNT				819.12					
	001 5-465-2-65031	CONCESSIONS			819.12	DRINK ORDER				
								1,229.01	1,229.01CR	0.00
								1,229.01	0.00	

01-2027 PETERSON INDUSTRIAL ENGINE

I 051716PIES	2 CYLINDER HEADS	AP	R	7/16/2016	251.91			251.91	251.91CR	
	G/L ACCOUNT				251.91					
	630 5-821-2-63500	OPERATIONAL EQUIPT MAINT & PEP			251.91	2 CYLINDER HEADS				
								251.91	251.91CR	0.00
								251.91	0.00	

01-1703 PHYSIO-CONTROL INC

I 416118322	MEDICAL SUPPLIES	AP	R	7/16/2016	168.85			168.85	168.85CR	
	G/L ACCOUNT				168.85					
	001 5-160-2-65070	OPERATING SUPPLIES			168.85	MEDICAL SUPPLIES				
								168.85	168.85CR	0.00
								168.85	0.00	

01-2044 PITNEY BOWES INC

I 1000619962	RENTAL CHARGES	AP	R	7/16/2016	261.50			261.50	261.50CR	
	G/L ACCOUNT				261.50					
	835 5-899-2-65080	POSTAGE/SHIPPING			261.50	RENTAL CHARGES				
								261.50	261.50CR	0.00
								261.50	0.00	

PACKET: 02270 Council Mtg 062016 AL

VENDOR SET: 01

VENDOR SEQUENCE

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

01-2057	PRAXAIR DISTRIBUTION INC									
	I 73219588	OXYGEN	AP		R	7/16/2016		39.90	39.90CR	
		G/L ACCOUNT						39.90		
		001 5-160-2-65070	OPERATING SUPPLIES				39.90	OXYGEN		
			REG. CHECK					39.90	39.90CR	0.00
								39.90	0.00	

01-2102	RC SYSTEMS INC									
	I 16844	PRINTER RIBBONS&CLEANING KI AP			R	6/16/2016		600.00	600.00CR	
		G/L ACCOUNT						600.00		
		001 5-465-2-65060	OFFICE SUPPLIES				600.00	PRINTER RIBBONS&CLEANING KITS		
			REG. CHECK					600.00	600.00CR	0.00
								600.00	0.00	

01-2115	REPUBLIC SERVICES OF IOWA									
	I 2253	RECYCLING SORT FEES	AP		R	6/16/2016		597.55	597.55CR	
		G/L ACCOUNT						597.55		
		670 5-841-2-65980	MISCELLANEOUS				597.55	RECYCLING SORT FEES		
			REG. CHECK					597.55	597.55CR	0.00
								597.55	0.00	

01-2199	SHERMCO INDUSTRIES INC									
	I 16-05167	PARTIAL MISO CERTIFICATION AP			R	6/16/2016		560.00	560.00CR	
		G/L ACCOUNT						560.00		
		630 5-820-2-64070	ENGINEERING				560.00	PARTIAL MISO CERTIFICATION		
			REG. CHECK					560.00	560.00CR	0.00
								560.00	0.00	

01-2235	SPINUTECH INC									
	I 23951	JUNE EMAIL MARKETING	AP		R	6/16/2016		25.00	25.00CR	
		G/L ACCOUNT						25.00		
		001 5-525-2-64020	ADVERTISING				25.00	JUNE EMAIL MARKETING		
			REG. CHECK					25.00	25.00CR	0.00
								25.00	0.00	

PACKET: 02270 Council Mtg 062016 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-1239 STATE HYGIENIC LABORATORY

I 83439		POOL TESTING FEES	AP		R	7/16/2016		37.50	37.50CR	
		G/L ACCOUNT						37.50		
	001 5-465-2-64121	HEALTH SERVICES						37.50	POOL TESTING FEES	
								REG. CHECK		
								37.50	37.50CR	0.00
								37.50	0.00	

01-2305 SWANK MOTION PICTURES INC

I RG2187698		LITTLE GIANTS DVD	AP		R	6/16/2016		303.00	303.00CR	
		G/L ACCOUNT						303.00		
	035 5-899-2-65980	MISCELLANEOUS						303.00	LITTLE GIANTS DVD	
								REG. CHECK		
								303.00	303.00CR	0.00
								303.00	0.00	

01-2317 T & M CLOTHING CO.

I 1482		7 SHIRTS, 1 SHORTS POOL STA	AP		R	7/16/2016		63.85	63.85CR	
		G/L ACCOUNT						63.85		
	001 5-465-2-64350	UNIFORMS/EQUIPMENT						63.85	7 SHIRTS, 1 SHORTS POOL STAFF	
I 1486		21 SWIM CLUB T-SHIRTS	AP		R	7/16/2016		160.86	160.86CR	
		G/L ACCOUNT						160.86		
	001 5-442-2-65070	OPERATING SUPPLIES						160.86	21 SWIM CLUB T-SHIRTS	
								REG. CHECK		
								224.71	224.71CR	0.00
								224.71	0.00	

01-2325 TEREX SERVICES

I 90356905		INSPECTION & HYDRAULIC WORK	AP		R	6/16/2016		1,230.59	1,230.59CR	
		G/L ACCOUNT						1,230.59		
	010 5-899-2-63321	REPAIR PARTS						1,230.59	INSPECTION & HYDRAULIC WORK #8	
								REG. CHECK		
								1,230.59	1,230.59CR	0.00
								1,230.59	0.00	

PACKET: 02270 Council Mtg 062016 AL

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-2352 THOMPSON TRUCK & TRAILER

I R101021531:01		REPAIR PARTS #30	AP		R	6/16/2016		1,658.16	1,658.16CR	
		G/L ACCOUNT						1,658.16		
	810 5-899-2-63321	REPAIR PARTS					1,658.16	REPAIR PARTS #30		
				REG. CHECK				1,658.16	1,658.16CR	0.00
								1,658.16	0.00	

01-2400 TIPTON CONSERVATIVE

I 050416AMB		AMBULANCE BIDS	AP		R	7/16/2016		33.60	33.60CR	
		G/L ACCOUNT						33.60		
	001 5-160-2-64020	ADVERTISING					33.60	AMBULANCE BIDS		
I 052516TCA		THURSDAYS DOWNTOWN AD	AP		R	7/16/2016		42.60	42.60CR	
		G/L ACCOUNT						42.60		
	001 5-525-2-64020	ADVERTISING					42.60	THURSDAYS DOWNTOWN AD		
I 201606165267		POOL SCHEDULE	AP		R	7/16/2016		427.50	427.50CR	
		G/L ACCOUNT						427.50		
	001 5-465-2-64020	ADVERTISING					427.50	POOL SCHEDULE		
I 201606165268		ELECTRICAL AGREEMENT W/LOUI AP	AP		R	7/16/2016		46.49	46.49CR	
		G/L ACCOUNT						46.49		
	630 5-820-2-64020	ADVERTISING					46.49	ELECTRICAL AGREEMENT W/LOUISA		
I 201606165269		BUDGET AMENDMENT, MINUTES	AP		R	7/16/2016		414.68	414.68CR	
		G/L ACCOUNT						414.68		
	835 5-899-2-64140	PRINTING & PUBLISHING					414.68	BUDGET AMENDMENT, MINUTES		
I 201606165270		SUMMER HELP & FULL TIME PW	AP		R	7/16/2016		96.80	96.80CR	
		G/L ACCOUNT						96.80		
	001 5-210-2-64020	ADVERTISING					96.80	SUMMER HELP & FULL TIME PW		
I 201606165271		BOARD OF ADJUSTMENT MTG	AP		R	7/16/2016		43.34	43.34CR	
		G/L ACCOUNT						43.34		
	001 5-620-2-64840	ZONING EXPENSE					43.34	BOARD OF ADJUSTMENT MTG		
I 201606165272		AIRPORT GROUNDS CARE BIDS	AP		R	7/16/2016		18.37	18.37CR	
		G/L ACCOUNT						18.37		
	660 5-835-2-65980	MISCELLANEOUS					18.37	AIRPORT GROUNDS CARE BIDS		
				REG. CHECK				1,123.38	1,123.38CR	0.00
								1,123.38	0.00	

PACKET: 02270 Council Mtg 062016 AL

VENDOR SET: 01

VENDOR SEQUENCE

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

01-2410	TIPTON ELECTRIC MOTORS									
I 276657		2 BELTS	AP		R	7/16/2016		29.48	29.48CR	
		G/L ACCOUNT						29.48		
	001 5-465-2-63500	OPERATIONAL EQUIPT MAINT & REP					29.48	2 BELTS		
I 276781		GRINDER REPAIR	AP		R	7/16/2016		92.49	92.49CR	
		G/L ACCOUNT						92.49		
	810 5-899-2-63500	OPERATIONAL EQUIPT MAINT & REP					92.49	GRINDER REPAIR		
		REG. CHECK						121.97	121.97CR	0.00
								121.97	0.00	

01-2450	TIPTON PHARMACY									
I 0516TP		PHARMACEUTICALS	AP		R	7/16/2016		578.62	578.62CR	
		G/L ACCOUNT						578.62		
	001 5-160-2-65070	OPERATING SUPPLIES					578.62	PHARMACEUTICALS		
		REG. CHECK						578.62	578.62CR	0.00
								578.62	0.00	

01-2640	WENDLING QUARRIES INC									
I 636644		36.23 TN ROAD STONE	AP		R	7/16/2016		369.55	369.55CR	
		G/L ACCOUNT						369.55		
	001 5-210-2-65070	OPERATING SUPPLIES					369.55	36.23 TN ROAD STONE		
I 639390		13.96 TN ROAD STONE & MANSAP	AP		R	7/16/2016		134.55	134.55CR	
		G/L ACCOUNT						134.55		
	001 5-210-2-65070	OPERATING SUPPLIES					134.55	13.96 TN ROAD STONE & MANSAP		
		REG. CHECK						504.10	504.10CR	0.00
								504.10	0.00	

01-2650	WESCO RECEIVABLES CORP									
I 401511		1000' WIRE	AP		R	7/16/2016		457.23	457.23CR	
		G/L ACCOUNT						457.23		
	630 5-820-2-65304	UNDERGROUND SUPPLIES					457.23	1000' WIRE		
		REG. CHECK						457.23	457.23CR	0.00
								457.23	0.00	

PACKET: 02270 Council Mtg 062016 AL

VENDOR SET: 01

..... REPORT TOTALS

FUND DISTRIBUTION

FUND NO#	FUND NAME	AMOUNT
001	GENERAL GOVERNMENT	13,533.63CR
600	WATER OPERATING	12,013.74CR
610	WASTEWATER/AKA SEWER REVE	12,609.17CR
630	ELECTRIC OPERATING	4,827.13CR
640	GAS OPERATING	466.93CR
660	AIRPORT OPERATING	7,960.71CR
670	GARBAGE COLLECTION	637.05CR
740	STORM WATER	49,565.50CR
750	CENETERY ENTERPRISE	32.25CR
810	CENTRAL GARAGE	7,125.36CR
835	ADMINISTRATIVE SERVICES	4,261.30CR
** TOTALS **		113,032.77CR

----- 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		113,032.77	113,024.77CR	0.00
		113,032.77	8.00CR	
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		113,032.77	113,024.77CR	0.00
		113,032.77	8.00CR	

TOTAL CHECKS TO PRINT: 62

.....

ERRORS: 0 WARNINGS: 0

City Credit Card Statement	Card Ttl	4,295.39
City Card - Check out card		
Operating Supplies - Ray Allen Manufacturing	79.46	
Total Charges		79.46
Ambulance - One Card		
Training - IEMSA, National Registry EMT, Kirkwood	40.00	
Operating Supplies - Paypal	85.99	
Misc Supplies - Tipton Happy Joes	28.68	
Total Charges		154.67
Electric - One Card		
Travel Training - Brady St. Chophouse	9.84	
Total Charges		9.84
Public Works - One Card		
Training - Trans Iowa Equipment	100.00	
Misc Supplies - Trees Forever	10.00	
Total Charges		110.00
Library - One Card		
Postage/Shipping - USPS	96.46	
Office Supplies - Walmart, Demco	42.47	
Materials - Walmart, Amazon	534.13	
Program Supplies - Family Foods, Book Depot	885.45	
Misc Supplies - Walmart, Amazon	169.64	
Training - Iowa Library Association	45.00	
Tech Services - Microsoft	99.99	
Total Charges		1,873.14
JKFAC/Recreation - One Card		
Travel Training - McDonald's, Taco Johns, Hilton Garden Inn	195.09	
	195.09	
Fuel - Sapp Bros. Travel Center	24.86	
Operating Supplies - Beacon Athletics	642.88	
4th of July Supplies - Wristband Express	69.91	
Operating Supplies - The Lifeguard Store	495.00	
Total Charges		1,622.83
Comm Dev - One Card		
4th of July Supplies - Casey's	59.71	
Misc Supplies - MiTierra, Iowa Capitol Building	58.38	
Total Charges		118.09
Finance Director - One Card		
Training - Iowa League of Cities	220.00	
Tech Services - Microsoft	32.89	
Travel Training - Airport Holiday Inn	20.00	
Total Charges		272.89
City Clerk - One Card		
Travel Training - Panera Bread, McDonald's	31.92	
Fuel - Casey's	22.55	
Total Charges		54.47
Statement Total		4,295.39

AGENDA ITEM # L-2

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	June 16, 2016
AGENDA ITEM:	No One Fights Alone 5K
ACTION:	Motion

SYNOPSIS: The Eugene Benda Council Knights of Columbus have submitted a 5K route for your consideration. The 5K Race/Walk will be held on July 4, 2016. The Tipton Police Department has reviewed and approved the route.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Administration

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Route map, directions, flyer

PREPARED BY: Lorna Fletcher

DATE PREPARED: 06/16/16



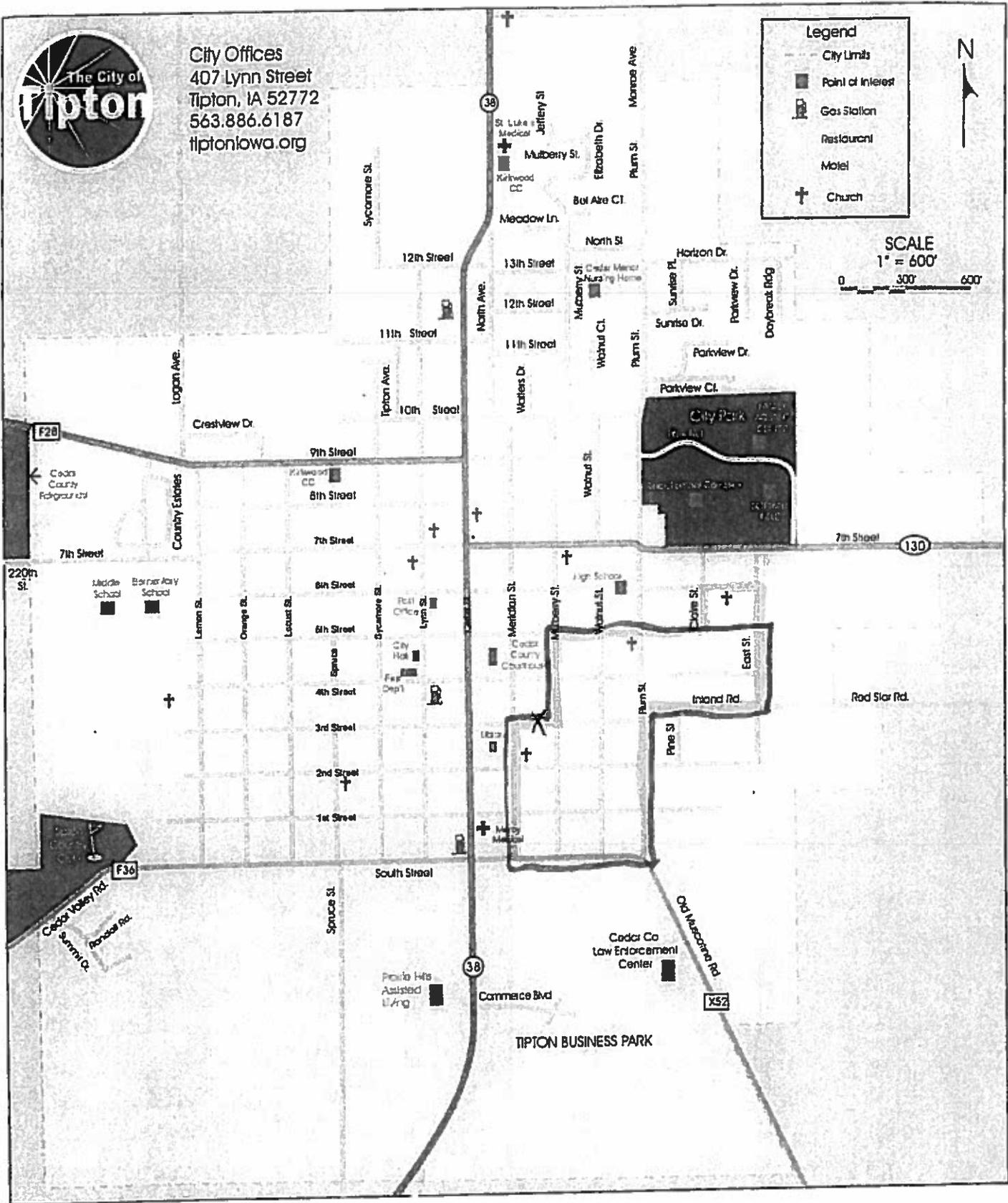
City Offices
 407 Lynn Street
 Tipton, IA 52772
 563.886.6187
 tiptoniowa.org

Legend

- City Limits
- Point of Interest
- Gas Station
- Restaurant
- Motel
- Church



SCALE
 1" = 600'
 0 300' 600'



X Start
 + finish

1st lap

2nd lap

Knights of Columbus - Fr Benda Council - St. Mary's Tipton

No One Fights Alone

K of C's Benefit Run

Monday, July 4th, Tipton Celebration

5K Run/Walk - 8 AM at St Mary's Hall
(209 Mulberry St)

ENTRY FORMS AT ALL FOUR TIPTON BANKS
AND AT NEW BODY FITNESS CENTER

More Information Contact steveagne@yahoo.com

ALL MONEY RAISED GOES TO HELP WITH MEDICAL COSTS FOR

Christa (Driscoll) Eads

NO ONE FIGHTS ALONE 5K ROUTE

1st & 2nd Laps

Start on **3rd** Street at St. Mary's Hall

Turn **left** on **Meridian** Street going south

Turn **left** on **South** Street going east

Turn **left** on **Plum** Street going north

Turn **right** on **Inland** Road going east

Turn **left** on **East** Street going north

1st Lap continued

Turn **left** on **6th** Street going west

Turn **left** on **Claire** Street going south

Turn **right** on **5th** Street going west

Turn **left** on **Mulberry** Street going south

Turn **right** on **3rd** Street going west

2nd Lap continued

Turn **left** on **5th** Street going west

Turn **left** on **Mulberry** Street going south

Turn **right** on **3rd** Street to finish at St. Mary's Hall.

AGENDA ITEM #L-3

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	June 16, 2016
AGENDA ITEM:	Airport Mowing Bid
ACTION:	Motion

SYNOPSIS: Wright Lawn Care is the only bid received and it is included in the packet.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Manager

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Amy Lenz

DATE PREPARED: 06/16/16

June 3,2016

City of Tipton

Wright Lawn Care is submitting a bid for mowing the Tipton Airport of \$ 4,300.00 for the 2016 mowing season. For the 2nd half of the 2016 mowing season July 1, 2016 thru Dec. 31, 2016 the bid will be \$2,150.00 or \$358.33 per month.

This includes mowing, weed trimming , weed control around landing lights , fences, buildings and two applications on runway cracks and the ramp.

Our equipment includes a John Deere 5525 85hp tractor pulling a 18' batwing mower, 997 JD zero turn commercial mower and 3 - 950 zero turn commercial mowers. We have 3 part time employees and myself a full time operator. We can mow the Airport in 2 hrs.

Wright Lawn Care has been taken care of the Airport for the last 7 years and have started our 8th season in 2016. I also have fixed snow removal damage, such as sod replacement & ruts in the past at no additional cost to the city. We have never had any complaints or caused any damage. We understand the unspoken communication needed between the pilots and ourselves for incoming & out going flight traffic, including the many crop dusters during spraying season. The learning curve of the Airport is high and paying attention to flight traffic is critical. We have included a copy of our liability insurance coverage.

We would really appreciate continuing your business

Thank you,

Wright Lawn Care
Kerry & Christine Wright
105 Plum St.
Tipton, Ia. 52772
Cell (563) 889-0104
Home (563) 886-6990

**CONTRACT BETWEEN CONTRACTOR AND CITY OF TIPTON, IOWA FOR
MOWING SERVICES AT TIPTON MATHEWS AIRPORT**

PROJECT NAME: Tipton Mathews Airport Mowing Contract
407 Lynn Street
Tipton, IA 52772

TO: City of Tipton, hereinafter referred to as the "PUBLIC AGENCY"
407 Lynn Street
Tipton, IA 52772

FROM: Wright Lawn Care, hereinafter referred to as the "CONTRACTOR"
(CONTRACTOR address)
105 Plum St Tipton IA 52772

This contract between the CONTRACTOR and the PUBLIC AGENCY is entered into on the ____ day of _____, 20____.

WHEREAS, the PUBLIC AGENCY requires the lawn at the Tipton Mathews Airport to be mowed, trimmed and maintained on a regular basis during the mowing season; and

WHEREAS, the CONTRACTOR has the skills and equipment necessary to perform the necessary labor on a regular basis during the growing season;

THEREFORE THE PARTIES AGREE:

GENERAL CONDITIONS

1. The Bid and Proposal shall be accepted by the PUBLIC AGENCY at a public meeting of the City Council on May 23, 2016.
2. A written Proceed Order shall be issued within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and Proposal, and CONTRACTOR shall not commence work until he/she has received such notice. If the CONTRACTOR does not receive the Proceed Order within 30 days of submittal, the CONTRACTOR has the option of withdrawing his/her Bid and Proposal.
3. The PUBLIC AGENCY will utilize the appointed AIRPORT COMMITTEE to administer this contract. The AIRPORT MANAGER for the City of Tipton shall be responsible to communicate any violations of the contract to the AIRPORT COMMITTEE for review.

4. The CONTRACTOR shall satisfactorily complete all work within the calendar years beginning July 1, 2016, to December 30, 2016, after the issuance of the Proceed Order.
5. Payment under this contract shall be:
 PROGRESS PAYMENTS. Progress payments, at a frequency not to exceed one payment per month, shall be made by the PUBLIC AGENCY.

Payments in the amount of \$ 358.33 per month

6. The CONTRACTOR shall be required and agrees to:
- a. Furnish evidence of the following minimum insurance coverage and limits prior to performing labor under this contract:

Class of Coverage	Property Damage
Liability	Minimum \$1,000,000 per incident and \$2,000,000 aggregate
Workers Compensation	As required by statute

The CONTRACTOR shall submit a Certificate of Coverage to the PUBLIC AGENCY for approval and no cancellation or change in coverage shall be permitted without a written notice of such change or cancellation, which must be presented to the PUBLIC AGENCY ten days prior to any such alteration. If coverage is due to expire during the contract period, a new Certificate of Coverage shall be presented to the PUBLIC AGENCY *ten days prior to cancellation*. Said insurance will be maintained in effect at all times during the performance of labor under this contract. CONTRACTOR will authorize the PUBLIC AGENCY to obtain and verify proof of continuing coverage at all times.

- b. Perform all work in accordance with the Project Specifications. Where the Project Specifications are silent or ambiguous, the CONTRACTOR shall immediately contact the AIRPORT MANAGER for appropriate instructions.
- c. During the performance of this Contract, the CONTRACTOR agrees as follows:
- i. He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy, genetic information, and any other class protected by law. He/she will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy, genetic information, and any other class protected by

law. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. He / she further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and all other notices required to be posted under state and federal law.

- ii. He/she shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants.
- iii. He / she shall comply with all provisions of Executive Order 11246 of September 24, 1965, and with the rules, regulations and applicable orders of the Secretary of Labor.

- d. He/she shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work.
- e. He/she shall not assign or modify this Contract without written consent from the PUBLIC AGENCY. Such request shall be made in writing and shall be addressed to the PUBLIC AGENCY.
- f. He/she shall permit the PUBLIC AGENCY to examine and inspect the work on a continuing basis.
- g. The CONTRACTOR will promptly correct deficiencies noted by the PUBLIC AGENCY and/or AIRPORT MANAGER.
- h. CONTRACTOR will invoice the PUBLIC AGENCY at the following address:

[Insert Address Here]

All invoices shall include, at a minimum, the dates mowed, the name of the person performing the labor, and the contract amount billed.

7. The CONTRACTOR will defend, indemnify and hold harmless the PUBLIC AGENCY and it's officers, commissioners and employees from *any and all* liability and/or claims for damages for any reason associated with the CONTRACTOR and/or the CONTRACTOR'S actions, including, but not limited to, because of bodily injury, death, property damage, sickness, disease or loss and expense. This clause includes indemnification for any reasonable attorney fees incurred by the PUBLIC AGENCY.
8. No modification of this Contract shall be made except with written Change Order, signed by the CONTRACTOR, and approved by the PUBLIC AGENCY. Any changes made to this Contract without obtaining such approval shall be the CONTRACTOR'S liability.

9. No public official, employee, or board or commission member of the PUBLIC AGENCY shall have any interest, direct or indirect, in this Contract.
10. The Contract consists of the Bid and Proposal, including acceptance by the PUBLIC AGENCY, and the following documents incorporated herein by reference and identified as follows:

EXHIBIT "A" TIPTON MATHEWS AIRPORT MOWING PROJECT SPECIFICATIONS

11. Disputes or claims pertaining to the Project Specifications, or workmanship will be mediated by the AIRPORT COMMITTEE appointed by the PUBLIC AGENCY and a written determination of finding will be provided to the CONTRACTOR. If any interested party desires to contest such determination, a written request for appeal shall be submitted to the CITY COUNCIL for review and determination. The decision of the CITY COUNCIL shall be final and binding on all interested parties.
12. If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision in this Contract, the PUBLIC AGENCY may after seven (7) days written notice from the PUBLIC AGENCY'S designated project administrator to the CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payments then or thereafter due the CONTRACTOR. If the unpaid balance of the contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the PUBLIC AGENCY and the PUBLIC AGENCY shall have a judgement against the CONTRACTOR for all amounts owed plus judgement interest and applicable attorney fees incurred in collecting the same.

The PUBLIC AGENCY reserves the right to terminate this Contract without notice as described in paragraph 16 below, for reasonable cause. Reasonable cause shall be generally defined as any action, which demonstrates unwillingness on the part of the CONTRACTOR to carry out the work in a timely and workmanlike manner. Such actions may be explicit or implicit and include, but are not necessarily limited to:

- a. Failure by the CONTRACTOR to fulfill the requirements of the Contract as specified within the project specifications;
- b. Flagrant disregard by the CONTRACTOR of the rights of the PUBLIC AGENCY under this Contract, including the misrepresentation of any provision of the Project Specifications;
- c. Consistent production of unacceptable work by the CONTRACTOR. The AIRPORT COMMITTEE shall be the interpreter of the conditions of termination of this Contract and the sole judge of its performance. Upon recommendation from the AIRPORT COMMITTEE, the PUBLIC AGENCY shall provide the CONTRACTOR seven (7) days written notice of termination and the CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.
- d. Any other reason permitted under law.

- 13. The CONTRACTOR and his/her subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.
- 14. The CONTRACTOR is responsible for supplying and maintaining any and all personnel, fuel and equipment associated with carrying out the Project Specifications.
- 15. CONTRACTOR maintains full autonomy to perform the work as Contractor's judgment dictates and is considered by the parties to be an independent contractor.
- 16. This Contract will continue month to month and year to year unless terminated in writing with fourteen (14) days' notice by either party. Termination may be for any reason or no reason at all. Neither party is obligated to provide the other with any reason for termination upon notice of doing so. Written notice may be provided by Certified U.S. Mail or hand-delivery.
- 17. This instrument constitutes the entire agreement between the parties and written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, no additional monies paid, unless provided for in a previously written contract or change order, signed by the parties hereto, and approved in writing by the PUBLIC AGENCY.

BID AND PROPOSAL

As good and valuable consideration for the agreements herein set forth, the CONTRACTOR, proposes to furnish all the materials and perform all the work described in, and in accordance with, the Contract identified in Section 10 of the General Conditions for the lump sum of:

Year 1 – July 1, 2016, to December 31, 2016

\$ 2150.00 4300.00 for 12 months

By:

CONTRACTOR: Wright Lawn Care
(Printed Name)

Kerry Wright
Signature 563-889-0104

DATE: June 2, 2016

For the City of Tipton, Iowa

PUBLIC AGENCY: Bryan Carney
Mayor (Printed Name)

Signature

DATE: _____

ATTEST: Amy Lenz _____

City Clerk (Printed Name)

Signature

DATE: _____

EXHIBIT "A"
TIPTON MATTHEWS AIRPORT MOWING PROJECT SPECIFICATIONS

DRAFT April 26, 2016

The following project specifications are general guidelines for the maintenance and upkeep of the Tipton Matthews Airport. It is the CONTRACTOR's responsibility to provide and maintain any and all equipment necessary to complete these specifications and fulfill the contract. The AIRPORT COMMITTEE and/or AIRPORT MANAGER may be consulted throughout this contract if, in unusual circumstances, City equipment or personnel are needed, ie blizzards, severe weather, etc.

Mowing:

It is the CONTRACTOR's responsibility to ensure that grass and weeds on the Airport grounds will not be taller than 4 inches (during dry seasons the Airport may need mowed to uniformly groom the grass in spots, during wet season multiple weekly mowing may be required). The area to be mowed is approximately 15 acres, more or less; CONTRACTOR is expected to determine the area for themselves to calculate their quote. The area to be mowed is roughly delineated on the aerial map of the project.

CONTRACTOR agrees to mow the grass to the desired height without windrowing grass or leaving clipped grass on runway or taxiways, either by using a rear discharge mower or blowing clippings off runways and taxiways after mowing.

Excluded: There is a drainage ditch on the west side of and parallel to Airport Road, being approximately ten to fifteen feet in width, which cannot practically be mowed, and is excluded from mowing in these specifications and in the contract. CONTRACTOR shall mow up to the fringe of said drainage ditch as near as safely practical. The drainage ditch is so indicated on the aerial map of the project.

Trimming:

Trimming around buildings, sidewalks, fences, runway markers, other lighting and other obstacles will be required to maintain less than a 4 inch growth in the Airport (the trimming may not have to be done with every mowing but should be uniform in appearance with the rest of the grass in the Airport).

Grounds Condition Observation and Maintenance:

The CONTRACTOR will be responsible to report any damage to AIRPORT MANAGER, such as pavement breakage, potholes, broken runway lighting or equipment, or tire tracks and ruts in the turf, as observed by CONTRACTOR in carrying out mowing and trimming or spraying duties.

The CONTRACTOR will be responsible for spraying cracks in runway, taxiways, ramp areas around hangers and sidewalks for weeds and other growth. Contractor shall provide two applications per year. Any additional applications shall be at the direction of the AIRPORT MANAGER for an additional cost to be agreed to by CONTRACTOR and AIRPORT MANAGER before proceeding.

Airport Equipment and Facilities Repairs and Insurance:

It is the responsibility of the CONTRACTOR to provide insurance to cover the costs of repairs to runways, buildings, runway lighting or other equipment that they have damaged.

** It will be the Airport Board's responsibility to decide if CONTRACTOR is "At Fault", "Act of God", "Normal Repairs" or "Accidental Damages". If "At Fault" (defined as the Sexton Contractor is responsible for the damages, intentional or unintentional) the CONTRACTOR is responsible for repairs. If "Act of God" (defined as wind, hail, rain, fallen tree or limb, lightning, or any other act of nature) the property owner is responsible. If "Normal Repairs" (defined as equipment replacement, weathered paving, minor damages from unwitnessed damages) will be the responsibility of property owner. If "Accidental Damages" (Defined as unintentional incident such as a vehicle or aircraft running into a runway marker) it would be the responsibility of the person who did the damages or the property owner.*

Runway and Taxiway Maintenance:

The AIRPORT COMMITTEE AND AIRPORT MANAGER shall be responsible for any and all runway, taxiway or roadway repairs or improvements. If a problem arises in the roadways the CONTRACTOR shall notify the AIRPORT MANAGER of their observations.

AGENDA ITEM # L-4

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE: June 16, 2016

AGENDA ITEM: Resignation, Ambulance Service Director

ACTION: Motion

SYNOPSIS: Brett Becker, Director of the Tipton Ambulance Service, has tendered his resignation effective July 1, 2016. Becker has accepted a position as a Firefighter/Paramedic for the City of Muscatine Fire Department. We want to congratulate Brett and thank him for his service to the City of Tipton

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Administration

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Letter of Resignation

PREPARED BY: Lorna Fletcher

DATE PREPARED: 06/16/16



Tipton Ambulance Service
210 W First St.
Tipton, IA 52772

Jun 8th, 2016

To: Tim Long
Interim Tipton City Manager

From: Brett Becker
Tipton Ambulance Director

Subject: Resignation

I hereby tender my letter of resignation as the Director of The Tipton Ambulance Service effective July 1st 2016.

I have accepted the position of Firefighter / Paramedic with the Muscatine Fire Department next month. This is a golden opportunity for me to take on different and bigger challenges to develop myself personally and professionally.

I am able to complete all my assigned projects by July 1st, 2016 and I am ready to hand over the other tasks to my successor. It has been a pleasure to have been part of this great service, Tipton Ambulance Service for the past 2 years.

Please feel free to contact me if you need any clarification from me on previous projects under my responsibility. Thank you for the support and opportunities afforded to me during my tenure here.

I also want to wish you all in The City of Tipton every success in your future endeavors.

Respectfully,

A handwritten signature in black ink, appearing to read "Brett W. Becker".

Brett W. Becker
Director, Tipton Ambulance Service

AGENDA ITEM # L-5

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE: June 16, 2016

AGENDA ITEM: One Time Water & Sewer Bill Exemption – 707 W. 9th St., Lot 27

ACTION: Motion

SYNOPSIS: Attached is a current utility bill and letter from Charles and Patricia Keys requesting a one-time water and sewer adjustment for their property located at 707 W. 9th St., Lot 27. If the council would approve the request, this would reduce the water portion of the bill from \$76.43, to \$13.90, and the sewer portion of the bill from \$76.43, to \$13.90. Total credit of \$125.06.

In addition to the above request they are also asking to be reimbursed by the City for a \$60.00, charge that they had to pay a plumber to repair the water meter that was installed incorrectly by a City employee.

BUDGET ITEM: N/A, Bill Adjustment

RESPONSIBLE DEPARTMENT: Utilities

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Exemption Request

PREPARED BY: Amy Lenz

DATE PREPARED: 06/16/16

June 7, 2016

To whom it may concern:

My husband and I live in a mobile home at Country Estates. Last month we had a problem with water leakage. We had a leak under the bathroom sink fixed by Albaugh PHC. That same week a city employee came to the door and said he was installing a new water meter. About a week later we noticed water leaking from under the trailer. We thought it might be residual leakage from the bathroom leak and called Albaugh PHC. They informed us that they did not do any work underneath a mobile home. We then called Ray from Ray's Plumbing. He came almost immediately. What he found was that the water meter installed by the city employee had been installed incorrectly and he had to repair the plate. That stopped the water leak. However, last week we received our utility bill and saw that the water bill was \$76.42 which also made our sewer bill \$76.42. I went to City Hall and talked to Melissa. She looked up my previous water bills and they have always ranged between \$7.00 to \$8.00 (which also made the sewer bill the same price). So we are asking you to review this information and forgive the \$76.42 water and \$76.42 sewer bill for last month. There is also the fee of \$60.00 that we had to pay Ray from Ray's Plumbing for repairing the meter that was improperly installed by a city employee. We paid Ray cash, but if needed I'm sure we can get a receipt from him to verify his work.

Thank you for your time in this matter

Charles and Patricia Keys

707 West 9th St Lot 27

Tipton, IA 52772



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

Account Number	Amount Due
10-2280-04	\$155.91
Due Date	After Due Date Pay
06/15/2016	\$158.24
Service Address	
707 WEST 9TH ST 27	

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

CHARLES KEYS
707 WEST 9TH ST 27
TIPTON IA 52772

CRRT AMP

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



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

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name		Service Address			Account Number	
CHARLES KEYS		707 WEST 9TH ST 27			10-2280-04	
Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
ACTIVE	04/06/2016	05/06/2016	30	05/25/2016	06/16/2016	06/15/2016

PREVIOUS BALANCE 208.94
PAYMENTS 275.00-
ADJUSTMENTS 66.06

CURRENT		PREVIOUS	
DATE	READING	DATE	READING
05/06/2016	5297	04/06/2016	4472
05/06/2016	3721	04/06/2016	3523
05/06/2016	4606	04/06/2016	4578

USAGE

825 RESIDENTIAL ELECTR	84.44
ENERGY ADJ 0.0155	12.87
1980 RESIDENTIAL WATER	26.43
28 RESIDENTIAL GAS	5.32
GAS COST 0.4800	13.44
1980 RESIDENTIAL SEWER	75.43
R - GARBAGE 64 GAL	22.25
R-EL BASIC CHARGE	6.00
R-WTR BASIC CHARGE	13.00
R-SWR BASIC CHARGE	13.00
R-GAS BASIC CHARGE	5.00
STORM WATER FEE -	5.00
SALES TAX	7.53
ACTUAL BILL	340.71
AMP ADJUSTMENT	184.80-
RESERVE	0.00

ELEC USAGE - PREV YEAR : 853
WATER USAGE - PREV YEAR : 230
GAS USAGE - PREV YEAR : 17

BUDGET BILLING \$155.91
AMOUNT DUE \$155.91
AMOUNT DUE AFTER 06/15/2016 \$158.24



ESTABLISHED 1840 407 Lynn St Tipton, Iowa 563.886.6187 www.tiptonlowa.org

Account Number	Amount Due
10-2280-04	\$275.00
Due Date	After Due Date Pay
10/21/2015	\$278.53
Service Address	
707 WEST 9TH ST 27	

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

CHARLES KEYS
707 WEST 9TH ST 27
TIPTON IA 52772

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



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

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name		Service Address			Account Number	
CHARLES KEYS		707 WEST 9TH ST 27			10-2280-04	
Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
ACTIVE	08/05/2015	09/04/2015	30	09/30/2015	10/22/2015	10/21/2015

PREVIOUS BALANCE 280.29
PAYMENTS 275.00-
ADJUSTMENTS 5.29-

CURRENT		PREVIOUS	
DATE	READING	DATE	READING
09/04/2015	98221	08/05/2015	96987
09/04/2015	3194	08/05/2015	3172
09/04/2015	4202	08/05/2015	4196

USAGE	CURRENT BALANCE	
	\$0.00	
1234	RESIDENTIAL ELECTR	126.30
	ENERGY ADJ 0.0155	19.25
220	RESIDENTIAL WATER	8.49
6	RESIDENTIAL GAS	1.14
	GAS COST 0.6200	3.72
220	RESIDENTIAL SEWER	8.49
	R - GARBAGE 64 GAL	22.25
	R-EL BASIC CHARGE	6.00
	R-WTR BASIC CHARGE	13.00
	R-SWR BASIC CHARGE	13.00
	R-GAS BASIC CHARGE	5.00
	STORM WATER FEE -	5.00
	SALES TAX	3.12
	ACTUAL BILL	234.76
	AMP ADJUSTMENT	40.24
	RESERVE	61.21

ELEC USAGE - PREV YEAR : 1502
WATER USAGE - PREV YEAR : 270

BUDGET BILLING \$275.00

AMOUNT DUE \$275.00
AMOUNT DUE AFTER 10/21/2015 \$278.53

Month	Date	Read		Total Consumption	Demand		Reading		Occupant
		Previous	Current		Read	Consumption	Flag	Source	
Year : 2016 Total 5									
May	05/06/2016	3523	3721	1980			Regular	Hand Held	04
Apr	04/06/2016	3498	3523	250			Regular	Hand Held	04
Mar	03/06/2016	3477	3498	210			Regular	Hand Held	04
Feb	02/05/2016	3359	3477	1180			Regular	Hand Held	04
Jan	01/06/2016	3338	3359	210			Regular	Hand Held	04
Year : 2015 Total 12									
Dec	12/04/2015	3249	3338	890			Regular	Hand Held	04
Nov	11/05/2015	3223	3249	260			Estimated	Manual Read	04
Oct	10/05/2015	3194	3223	290			Regular	Hand Held	04
Sep	09/04/2015	3172	3194	220			Regular	Hand Held	04
Aug	08/05/2015	3148	3172	240			Regular	Hand Held	04
Jul	07/05/2015	3131	3148	170			Regular	Hand Held	04
Jun	06/05/2015	3112	3131	190			Regular	Hand Held	04
May	05/06/2015	3089	3112	230			Regular	Hand Held	04
Apr	04/06/2015	3046	3089	430			Regular	Hand Held	04
Mar	03/06/2015	2961	3046	850			Regular	Hand Held	04
Feb	02/06/2015	2939	2961	220			Regular	Hand Held	04
Jan	01/07/2015	2914	2939	250			Estimated	Manual Read	04
Year : 2014 Total 12									
Dec	12/05/2014	2891	2914	230			Regular	Hand Held	04
Nov	11/05/2014	2863	2891	280			Regular	Hand Held	04
Oct	10/05/2014	2837	2863	260			Regular	Hand Held	04
Sep	09/05/2014	2810	2837	270			Regular	Hand Held	04
Aug	08/06/2014	2783	2810	270			Regular	Hand Held	04
Jul	07/07/2014	2753	2783	300			Regular	Hand Held	04
Jun	06/06/2014	2727	2753	260			Regular	Hand Held	04
May	05/07/2014	2702	2727	250			Regular	Hand Held	04
Apr	04/07/2014	2678	2702	240			Regular	Hand Held	04
Mar	03/07/2014	2642	2678	360			Regular	Hand Held	04
Feb	02/06/2014	2586	2642	560			Regular	Hand Held	04
Jan	01/06/2014	2563	2586	230			Regular	Hand Held	04
Year : 2013 Total 12									
Dec	12/06/2013	2542	2563	210			Regular	Hand Held	04
Nov	11/06/2013	2513	2542	290			Regular	Hand Held	04
Oct	10/07/2013	2481	2513	320			Regular	Hand Held	04
Sep	09/06/2013	2454	2481	270			Regular	Hand Held	04
Aug	08/07/2013	2424	2454	300			Regular	Hand Held	04
Jul	07/08/2013	2391	2424	330			Regular	Hand Held	04
Jun	06/07/2013	2364	2391	270			Regular	Hand Held	04
May	05/08/2013	2328	2364	360			Regular	Hand Held	04
Apr	04/08/2013	2290	2328	380			Regular	Hand Held	04
Mar	03/08/2013	2254	2290	360			Regular	Hand Held	04
Feb	02/06/2013	2219	2254	350			Regular	Hand Held	04
Jan	01/07/2013	2181	2219	380			Regular	Hand Held	04
Year : 2012 Total 7									
Dec	12/07/2012	2142	2181	390			Regular	Hand Held	04
Nov	11/07/2012	2110	2142	320			Regular	Hand Held	04
Oct	10/08/2012	2076	2110	340			Regular	Hand Held	04
Sep	09/07/2012	2048	2076	280			Regular	Hand Held	04
Aug	08/06/2012	2017	2048	310			Regular	Hand Held	04
Jul	07/06/2012	1990	2017	270			Regular	Hand Held	04
Jun	06/06/2012	1986	1990	40			Regular	Hand Held	04
				Avg 361					

Average
360

5/03/2016 10:03 AM

S E R V I C E O R D E R

JOB DATE: 5/03/2016 10:02 AM
JOB CODE: MC -METER CHANGE
GROUP: OFFICE
STAFF: INVALID STAFF

SERVICE ORDER #: 010638
JOB ACTION: METER CHNG
ISSUED BY: cdoermann
REQUESTED BY: KEYS, CHARLES
() - - -

LOCATION: 707 WEST 9TH ST 27
ACCT NO#: 10-2280-04 KEYS, CHARLES

SERVICE	ACTION	NEW STATE	CURRENT METER #	LAST READ	READING	NEW METER #	SET READING
WATER	READ	ON	65098847	3523			

METER LOCATION: SERIAL #: 65098847

COMMENTS: PH -
FAX-
CURR OCC COMMENTS: PH -
FAX-
NEW OCC COMMENTS: PH -
FAX-
ORDER NOTES: CALLED AND FITTING IS LEAKING UNDER TRAILER

COMPLETION NOTES: FIXED BY RAY ZARUBA.

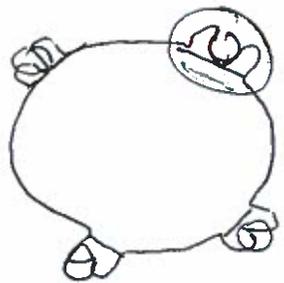
FROST PLATE HAD BROKEN.

SUPERVISOR NOTES: _____

COMPLETION DATE: 5-2-16

WORKED BY: BB TB

APPROVED BY: _____



B I L L C A L C U L A T I O N
 SINGLE BILL CALCULATION

ACCOUNT	SERV/TBL	CHANGE	PREVIOUS	CURRENT	CONS	SERV/TBL	CHANGE	SERVICE INFO
10-2280-04								
KEYS, CHARLES								
707 WEST 9TH ST 27								
	| ARREARS	155.91				| 400-SR SE	13.90	STEP: 01
	| 100-RE1 EL	111.36	5297	6385	1088	| 500-RGR GT	22.25	STEP: 01
	| 100-FUEL-ADJ	16.97				| 600-BER BC	6.00	STEP: 01
	| 100-RE1 TAX	1.28				| 600-BER TAX	0.06	STEP: 01
	| 300-VA MA	13.90	3721	3757	360 6	| 600-BMR BC	13.00	STEP: 01
	| 300-VA TAX	0.97				| 600-BMR TAX	0.91	STEP: 01
	| 200-RG1 G	1.90	4606	4616	10	| 600-BSR BC	13.00	STEP: 01
	| 200-FUEL-ADJ	5.00				| 600-BGR BC	5.00	STEP: 01
	| 200-RG1 TAX	0.07				| 600-BGR TAX	0.05	STEP: 01
						| 550-SMF SM	5.00	STEP: 01
						| PENALTY	3.46	
								CURRENT BILL 230.62
								TOTAL 386.53
								AMP AMT DUE: 430.91
	AMP ADJUST:	44.38	AMP Excess:		44.38			

*** END OF REPORT ***

Water adix \$162.53
 Super adix \$62.53

AGENDA ITEM # L-6

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	June 16, 2016
AGENDA ITEM:	Council Meeting Date Change
ACTION:	Motion

SYNOPSIS: The first Monday in July is the 4th. We typically move the meetings to the Wednesday following which would be July 6th. The meetings could be move to the second and fourth Monday's which would be the July 11th and 25th if the council so desires.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Administration

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Lorna Fletcher

DATE PREPARED: 06/16/16

AGENDA ITEM # L-7

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE: June 16, 2016

AGENDA ITEM: Quote from Spahn & Rose Lumber Co.

ACTION: Motion

SYNOPSIS: Attached is a quote from Spahn & Rose Lumber Co. for materials to replace the Gate and connecting fence at the Lower Shop Yard. Public Works and the Electric Department will work together on this project. It will widen the gate from 18 feet to 24 feet with added concrete bollards for gate opening protection. Currently we have the funds budgeted in both Departments and the cost will be equally shared.

BUDGET ITEM: Central Garage, Electric, grounds maintenance

RESPONSIBLE DEPARTMENT: Public Works, Electric Dept.

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Quote from Spahn & Rose

PREPARED BY: Steve Nash

DATE PREPARED: 06/16/16

**SPAHN & ROSE LUMBER CO. 48
315 W. 4TH ST**

TIPTON, IA 52772-0189



SPAHN & ROSE LUMBER CO.
A Tradition of Quality & Service Since 1904
www.spahndandrose.com

**SOLD TO:
CITY OF TIPTON
407 LYNN STREET
TIPTON, IA 52772**

**SHIP TO:
CITY OF TIPTON
407 LYNN STREET
TIPTON, IA 52772**

ACCOUNT	QUOTE	TERMS	DATE ENTERED	STERN	EXPIRATION DATE
48C5	48003376	DUE THE 30TH	06/15/16	2524	06/29/16
ORDERED	QTY	DESCRIPTION	PRICE	AMOUNT	
1	EA	<p>***QUOTE***</p> <p>150' OF 7' FENCING WITH POSTS, HARDWARE, AND 24' GATES FENCE</p> <p>We agree to furnish the items and grades specified above. This is an estimate only. Not guaranteed to build/complete any job or contract. Errors subject to correction.</p> <p>Shipping From Warehouse 48</p>	3605.110	3605.11	
June 15, 2016 15:47:33 OT:2524				MERCHANDISE	3605.11
***** * QUOTE * *****				SHIP VIA	0.00
***** * QUOTE * *****				PAGE 1 OF 1	TAX
***** * QUOTE * *****					0.00
***** * QUOTE * *****				TOTAL	3605.11



AGENDA ITEM #L-8

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	June 13 th 2016
AGENDA ITEM:	Retirement and disposal of engine 4, related parts, as whole unit or scrap
ACTION:	Motion

SYNOPSIS: To the Honorable Mayor and Council Members

Please see attached Synopsis

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Electric Superintendent

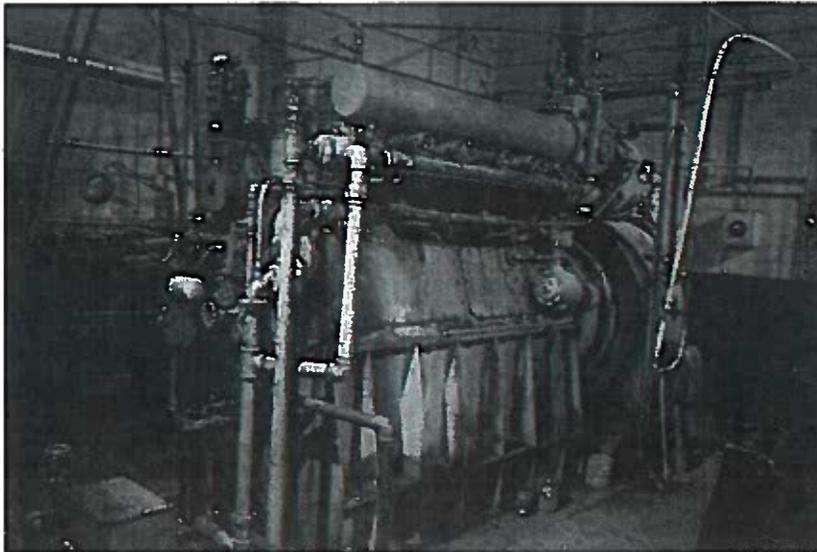
MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Picture

PREPARED BY: Floyd Taber

DATE PREPARED: 06/13/16

Engine 4 Retirement from Generation Fleet



Engine number 4 has reached the end of its useful life with the City Electric Department. For the following reasons I would recommend the removal from service and it be stricken from our inventory with the EPA and Iowa DNR:

Condemning factors from oil tests analysis, 5% fuel in oil.

Other factors related for recommendation of termination of service are as follows:

- 1. Inability to cool the engine properly*
- 2. Water leak in the floor to the engine requiring to break up floor for repairs.*
- 3. Hard to start, loses prime for fuel*
- 4. Unit is only good at max for 350 kw*
- 5. Parts are hard to find, 61 years' old*
- 6. Be best to sell it and its sister together as whole*
- 7. If unable to sell both units, they should either be scrapped or donated to possibly the old Threshers Reunion in Mount Pleasant if interested*
- 8. Non-compliant with exhaust emissions*

AGENDA ITEM #L-9

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	June 20 th 2016
AGENDA ITEM:	Scrap items from old CP engine number 1 exhaust and old generator unit, electric meters and miscellaneous items from power plant and line department
ACTION:	Council Approval

SYNOPSIS: To the Honorable Mayor and Council Members

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Electric Superintendent

MAYOR/COUNCIL ACTION: Approval needed

ATTACHMENTS:

PREPARED BY: Floyd Taber

DATE PREPARED: 06/13/16

AGENDA ITEM #L-10

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	June 16, 2016
AGENDA ITEM:	Sale of the 2006 Ambulance, Bid Approval
ACTION:	Motion

SYNOPSIS: See attached

Per the Ambulance Director, Brett Becker, per his discussion with Mayor Carney, on June 17, 2016, Brett would like the release date conditional for his approval, so he can make sure Adam 8 is good to go mechanically first.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Ambulance

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Amy Lenz

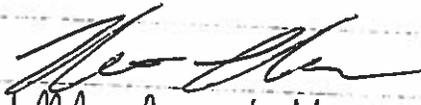
DATE PREPARED: 06/16/16

2004
Ambulance Bids

Opened @ 9:58am
5/27/14

① Triple B Construction \$ 6,501.00

② Care Ambulance \$ 10,511.00


Melissa W. Goff

CARE

AMBULANCE SERVICE

May 20 2016

Tipton Ambulance Service
ATTN: Bids
407 Lynn St.
Tipton, IA 52772

HAND DELIVERED

Brett,

Please let this letter serve as CARE Ambulance, LLC's bid for the 2006 Ford Med-Tec Ambulance your organization current is taking bids on to sell.

I believe the terms are AS IS and I also thought that from our visit, it included the cot and its attaching hardware.

We would like to place a Bid for the Ambulance at \$10,511.

Please contact Bob Libby (319-330-3655) or me (319-330-4904) regarding the results of the closed bid process.

If you have any questions or need to contact us by email, you can reach us at Bob@careambulance.us or Mike@careambulance.us.

Thank you very much, in advance, for the opportunity.



Mike Knipp
Chief Financial Officer
CARE Ambulance, LLC
1801 S Riverside Dr.
Iowa City, Iowa 52246
O: 319-339-40311
C: 319-330-4904



Triple B Construction Corp.

2272 Spicer Avenue

Wilton, IA 52778



Fax: (563) 732-2105

Brad Cell: (319) 631-0320

brad@triplebconstructionia.com

Date: May 20, 2016

Project: Bid for 2006 Ford Ambulance

Triple B Construction (Brad Jipp) would like to submit a bid on the 2006 Ford Ambulance in the amount of \$6,501.00.

Thank you for your consideration of our bid.

A handwritten signature in black ink, appearing to read "BJ", followed by a horizontal line.

Brad Jipp

President/Owner

Triple B Construction Corporation

319-631-0320

RECEIVED MAY 25 2016

Tipton Ambulance Service
ATTN: Bids
407 Lynn St
Tipton, IA 52772



2006 Ford Ambulance Bid
Tipton Ambulance Service
Attn: Bids
407 Lynn St.
Tipton, IA 52772

PAID
MAY 20 2016

OPERATIONS REPORT – Tipton

May, 2016

OPERATING DIVISIONS

MISSOURI

Atchison Wholesale
Water Commission

Bonne Terre

Boonville

Bowling Green

Buchanan County #1

Cameron

Cape Girardeau

Craig

East Central Missouri
Water & Sewer
Authority

Elsberry

Fayette

Franklin County #1

Franklin County #3

Henry County
Water Company

Henry County #3

Lake Ozark/
Osage Beach

Lincoln County #1

Neosho

Nevada

Parkville

Phelps County #2

Platte County #C-1

Ralls County #1

St. Charles County #2

Ste. Genevieve

Sedalia

Versailles

IOWA

Maquoketa

Tipton

TENNESSEE

Dyersburg Welcome
Center

Administrative

- Brian Wendel has been the operator for the month of May.

Treatment

- Operations at the Water Plant, East & West Lagoons and Aquatic Center performed 7 days per week.
- The East and West Lagoons had a CBOD removal rate of 97% and 86% respectively. A removal rate of 85 % is required.
- Tested DMRQA samples for lab certification as required by DNR annually. Sent in our results should get evaluation back in June. Fixed leaking chlorine injector. Replace plugged post injector.

Collection/Distribution

- Performed Drawdown test on wells 5 & 6 Replaced valve at base of tower live while remaining operational.

Customer Service

Completed meter work orders at concession stand, 528 E. 6th St., 533E. 4th St., 421E. 2nd St., 553E. 5th St., 54 lemon St.

Project Updates

- None

Safety

- Vehicle Safety/Defensive Driving.

Regulatory

- May's Water & Wastewater Operation reports submitted to IDNR.
- Collected Fecal- Coliform samples per permit requirements.

Concerns for the Month

- None

Positives for the Month

- Staff from the Maquoketa Division have been in Tipton to help with operations.
-
- All systems are operating very well.

OPERATIONS REPORT – Tipton

WATER SUPPLY SYSTEM

	Well # 5	Well # 6	Plant / System
Total Gals. Pumped(MG)	5.915 MG	6.331 MG	11.262 MG
Ave run time/day	4.75 hrs.	4.38 hrs.	6.81 hrs.
Chlorine Used (gallons)			184
Fluoride Used (lbs.)			180
Polyphosphate Used (lbs.)			159
Min. Free Cl ₂ Residual (mg/l)			0.46
Coliform Absent/Present			Absent

Testing

Total water test performed this month – 140 Three Total Coliform required per month.

Aquatic Center Information

Water used gal.	Filter wash water gal.	Chlorine added gal.	pH adjust - Acid added gal.
34,482	17,600	385	220

Testing

Total tests performed this month – 151

Wastewater Treatment

West Wastewater Treatment Plant Loading

Parameter	Unit
Hydraulic Loading	0.394 MG/Day
Organic Loading	273.23 lbs. CBOD/Day

NPDES Permit Compliance 1689001-001

Parameter	Monthly Average	Permit Limit
pH	8.00 min 8.59 max	6.0 (min) – 9.0 (max)
CBOD ₅	12.8 mg/l- 43.42 lbs.	25 mg/l – 238.0 lbs.
TSS	32.80 mg/l – 111.62 lbs.	80 mg/l – 761.0 lbs.
NH ₃ -N	0.6042mg/l – 2.40 lbs.	44.0 mg/l – 354.0

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

East Wastewater Treatment Plant Loading

Parameter	Unit
Hydraulic Loading	0.19510 MG/day
Organic Loading	103.5 lbs. CBOD/Day

East Wastewater Treatment NPDES Permit Compliance 1689002-001

Parameter	Monthly Average	Permit Limit
pH	7.92 min - 8.16 Max	6.0(min) - 9.0(max)
CBOD ₅	2.25 mg/l – 43.79 lbs.	25 mg/l – 125 lbs.
TSS	3.5 mg/l – 64.64 lbs.	80 mg/l – 400 lbs.
NH ₃ -N	7.16 mg/l – 140.15lbs.	8.1 mg/l – 400.0 lbs.
Chloride	160 mg/l – 188 lbs.	n/a

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

Testing

Total Wastewater tests performed this month – 241

City Council Report – May 2016 – Linda Beck

- Continue to work on new Community Guide for next fiscal year. Emailed all businesses. Letters have been sent. Final stage is phone calls which are currently being done. Lindsey Sears will be taking photos for the Community Guide.
- Tour at Cedar Poly was rescheduled for 6/21/2016 @ 4:30
- Conference call held with Kimberly Williams with McCallum Sweeney Consulting regarding Site Certification Step 2 regarding the Industrial Park. Pat Callahan and Jim Reeve, President of TEDCO also present for call
- Working on Step 2 application for IEDA – meet with Floyd Taber – Electric Department, Virgil Penrod - Gas Department and Brian Brennann – Sewer/Water. Called Chuck Gillaspie with Mediacom and awaiting his report.
- Continue to work on 4th of July Celebration – See events for day attached – posters will go up week of June 20th. Inserts for Tipton paper on June 22nd
- Thursdays Downtown Tipton – Started on June 2nd.
- Tipton City Wide Garage Sales was 6/11/16
- Assisted with Movies in the Park. First movie was held on 6/10/16
- Assisted with Electrical Department “Day of Caring.” Arranged for department to work at Prairie Hills and Cedar Manor
- Assisting Tom Banda with ICAD complete Synchronist visits. Visited Cummins Manufacturing on May 18th. Meeting scheduled with Michael Shade @ Xerxes on 6/15/16
- Grand Marshal for 4th of July Parade will be Rod Daebelliehn

Respectfully submitted,
Linda Beck, Tipton Development Director

**Tethered Hot Air
Balloon Rides**

6 - 8 p.m.

\$10 per Person

Must sign a waiver.

Event will be cancelled
if weather is inclement

City of Tipton



"Home of the FREE Because of the BRAVE"

JULY 3

- ★ Tipton Fire Department Pancake Breakfast 7 - 11 a.m. at the Fire Station
- ★ Tipton Chamber Street Dance at T-Beck's · Adam Keith 8 p.m. · 12 a.m.
Ribeye & Chicken Sandwiches 6 - 11 p.m. ★ Cover Charge \$2

JULY 4

★ 4TH OF JULY CELEBRATION · TIPTON CITY PARK ★

- ★ 8 a.m. · No One Fights Alone 5K Benefit Run/Walk · Race starts at St. Mary's
Sponsored by Father Eugene Benda Council Knights of Columbus
- Butterfly Chops at Family Foods 10:30 a.m. · 1 p.m.

10 a.m. · PARADE

LIVE MUSIC

11:30 - 12:30 p.m. Miller Sisters ★ 1 · 2 p.m. Calvary Foursquare Band

2:30 - 4:30 p.m. Heartland Band ★ 5 · 6 p.m. Johnnie Krob

6:30 - 7:30 p.m. Mary & Moira

Nicole Rock's School of Dance 11:30 a.m.

Cedar County Bouncers 12 - 6 p.m.

FRESH PAINT WITH CHRISTINE BOEVE

12 - 2 p.m. Paint 8x10 Canvas with a 4th of July Theme · Cost \$10/person

3 - 5 p.m. 16x20 Canvas with 4th of July Theme \$35/person

1 - 2 p.m. Tae Kwon Do Performance

1 - 3 p.m. Gunny the Clown

1 - 4 p.m. Face Painting by Jennifer Comstock

1 - 4 p.m. Free Swim at the Aquatic Center · General Admission 4 - 7 p.m.

WILD ANGELS EXPRESSIONS

1 - 3 p.m. Patriotic Crafts for Children \$3 · Must be accompanied by an adult

1 p.m., 2 p.m., 3 p.m., 4 p.m., 5 p.m. Rudy Vallejo Native American

Kickapoo Tribe Eagle Dancer

2:30 p.m. Officer Scott McGlaughlin & Bullet

LOCAL CRAFT & FOOD VENDORS

TIPTON CITY PARK

FIREWORKS AT DUSK!!!

Starts & Stripes Sponsors

Family Foods

Cedar Ridge Dental

Tipton Chamber

Red, White &

Blue Sponsors

Xerxes

Tipton Electric Motors

CDS Global

Cedar Manor

Cedar County Coop

Citizens Bank

Community Insurance Services

J&L Pipeline Services, Inc.

DQ Grill & Chill

JAB Ink

Kunde Outdoor Equipment

Patriotic Sponsors

Keller's Home Furnishings

Bridge Community Bank

Liberty Trust & Savings Bank

UnityPoint Clinic

Cedar St. Barber Shop

Stueland Auto Center, Inc.

Mercy Services, Tipton

Mi Tierra Mexican Grill

Cedar Poly

Prairie Hills

Stonemill Pet Resort

Webb & Company



AGENDA ITEM #N-2

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	6/14/2016
AGENDA ITEM:	4 th of July Parade Mayor, City Manager & City Council commitment to riding in 4 th of July
ACTION:	Discussion, Accept Invitation

SYNOPSIS: The 4th of July Committee is inviting the Mayor, City Manager and Council ride in convertibles for the 4th of July Parade.

Report to the staging area 4th and Mulberry between 9:15 a.m. and 9:30 a.m.

Convertibles:

- 1. Grand Marshal: Rod Daebelliehn and his wife, Jerri**
- 2. Mayor/City Manager**
- 3. Councilpersons: Ross Leeper, Dean Anderson and Tim McNeill**
- 4. Councilpersons: Leeanne Boots and Pam Spear**

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Accept invitation

ATTACHMENTS: None

PREPARED BY: Linda Beck

DATE PREPARED: 6/14/2016

AGENDA ITEM #N-3

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	June 20, 2016
AGENDA ITEM:	Electric Department Future Planning
ACTION:	Council Discussion

SYNOPSIS: To the Honorable Mayor and Council Members:

Please see attached

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Electric Superintendent

MAYOR/COUNCIL ACTION: Discussion Item

ATTACHMENTS:

PREPARED BY: Floyd Taber

DATE PREPARED: 06/13/16

Tipton Electric Utility One Year Plan

- **Begin work on meter move out program**
- **Hire new Lineman**
- **Caterpillar engine install**
- **Lower Yard Cleanup**
- **Removal of Engine 4 and all spare parts to be sold or scrapped**
- **Old Power Plant Cleanup**
- **Urge testing**
- **Josh becoming a new Journey Lineman**
- **1st Stage of Electric Rate Reduction**
- **Future Planning of Industrial Park**
- **Replace all down spouts and gutters on old power plant**

Tipton Electric Utility Five Year Plan

- **Digger Derrick Replacement**
- **Underground Replacement Program for the next ten years**
- **AMR or AMI plan**
- **Complete 12.5 conversion of downtown area**
- **Substation Plans for Industrial Park**
- **New or Used Service Truck**
- **Full Time Power plant operator Hire**
- **New Generation Building addition for vehicles**
- **Solar Panel Installations for City Use**
- **Alternative Energy Vehicle Fleet**
- **Begin Savings program of \$15,000 dollars a month for reserve funds**
- **Tuck pointing of old Power Plant and Gas Electric Shop**
- **Roof on Old Power Plant**

Tipton Electric Utility Ten Year Plan

- **Bucket Truck Replacement**
- **Replace CP's in old Power Pant**
- **Continue aggressively saving money every month**
- **Trencher replacement**
- **Mini Excavator Replacement**
- **Pickup Replacement**
- **Finish underground conversion**
- **Street lighting conversion**
- **Expansion of Solar Panels**
- **Expansion of alternative energy fleet**
- **Trade off territory with the REC for better growth**

LYNCH DALLAS LEGAL UPDATE | MAY 26, 2016

In the past month, significant changes have occurred to federal regulations and policies that will have a direct impact on municipalities and counties across the state. In an effort to keep our clients informed, we have prepared the following overview of the relevant changes. Feel free to contact us with any questions.

Fair Labor Standards Act Change to Overtime Rules

On May 18, 2016, the Department of Labor (“DOL”) issued final rules relating to the Fair Labor Standards Act (“FLSA”) that updated the minimum salary amount that is required for an employee to be considered “exempt” under the FLSA. Under the final rules, which will go into effect on December 1, 2016, the DOL increased the minimum salary amount for employees performing certain duties to be considered exempt from \$455 per week (\$23,660 per year) to \$913 per week (\$47,476 per year). The DOL also put into place a mechanism by which the minimum salary amount will be updated every three years.^[1]

The FLSA has always required that in order for an employee to be considered exempt and not subject to the minimum wage and overtime requirements of the FLSA, the employee has to meet three requirements. First, the employee has to be paid on a salary basis, which means that the employee’s pay is not reduced due to variation in the quality or quantity of work the employee performs. Second, the employee’s level of pay must be equal to or greater than a certain minimum level. Third, the primary job duties the employee performs must fit into one of the ‘exempt’ categories, which include performing executive, administrative, or professional duties.

The updated final rules make no significant changes to the first and third requirements, but do increase the minimum level of pay to \$47,476 per year. This means that for an employee to be considered an exempt employee under the FLSA, the employee must perform certain duties and receive an annual salary of at least \$47,476. Once an employee is categorized as exempt that employee can work over forty hours per week and not be entitled to overtime pay.

In order to fully analyze the effect of these changes, employers should consider the number of employees directly affected by the increase and should weigh various options for addressing the salary requirements for these employees.

For more information, reference the DOL’s Fact Sheet relating to the change can be found [here](#). If you have questions regarding the change to the minimum salary amount or the Fair Labor Standards Act generally, please contact us.

^[1] The minimum salary amount will be updated every three years to maintain a minimum salary level that is equivalent to the 40th percentile of earnings of full-time salaried workers in the lowest-wage Census Region.

Americans with Disabilities Act Guidance on Leave as a Reasonable Accommodation

On May 9, 2016, the Equal Employment Opportunity Commission issued a memorandum entitled "Employer-Provided Leave and the Americans with Disabilities Act". Under the Americans with Disabilities Act ("ADA"), any employer with 15 or more employees must provide reasonable accommodations to applicants and employees with disabilities that require such accommodations due to their disabilities.

The memorandum discusses when and how leave must be granted for reasons related to an employee's disability as a reasonable accommodation to ensure compliance with the Americans with Disabilities Act.

Some of the principles stated by the Equal Employment Opportunity Commission include the following:

- Employers must provide employees with disabilities access to leave on the same basis as other employees, for example, an employer is prohibited from requiring documentation for leave related to disabilities if the employer does not require documentation of other employees for the same leave. However, an employer may have policies requiring all employees to provide a doctor's note for leave.
- Granting leave is a reasonable accommodation. If the employer does not offer leave as an employee benefit, the employee is not eligible for leave under the employer's policy, or the employee has exhausted available leave, the employer must consider unpaid leave as a reasonable accommodation if it will not create an undue hardship on the employer. An undue hardship must be determined on a case-by-case basis. Employers are not required to provide paid leave beyond their paid leave policy.
- Employers may not penalize employees for using leave as a reasonable accommodation.
- If leave cannot be granted under a mandated or non-mandated policy, the employer must engage the interactive process to determine the feasibility of granting the leave.
- Maximum leave amounts, such as leave under the FMLA, may need to be modified or extended as a reasonable accommodation. A request for leave beyond the maximum amount is not by itself an undue hardship.
- Return to work policies that require 100% recovery violate the ADA where the employee can perform the essential functions of the job with or without reasonable accommodations.

- In some return to work situations, reassignment to a different job may be necessary as a reasonable accommodation, including placing the employee in an available vacant position for which the employee is qualified unless another employee is entitled to the position under a uniformly-applied seniority system.
- Indefinite leave, where an employee or doctor cannot say whether or when the employee may be able to return to work, will constitute an undue hardship on the employer.

For more information and examples, the memorandum can be found [here](#). If you have questions regarding the Americans with Disabilities Act, please contact us.

Lynch Dallas, P.C.

526 Second Ave S.E.

P.O. Box 2457

Cedar Rapids, Iowa 52406-2457

Phone: 319-365-9101

Fax: 319-365-9512

Website: www.lynchdallas.com

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