

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, November 7, 2016
Web Page: www.tiptoniowa.org
Posted: Friday, November 4, 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 Kepford |

- 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, October 17, 2016
2. Approval of Library Minutes and Director's Report
3. Approval of Liquor License Renewal, Casey's

G. Public Hearing

H. Ordinance Approval/Amendment

I. Resolutions for Approval

J. Mayoral Proclamation

K. Old Business

L. Motions for Approval

1. Consideration of Claims List
2. Consideration of Approval of a Quote for the Replacement of Substation Backup Batteries
3. Consideration of Approval of High School / Middle School Ambassador program for the City of Tipton
4. Consideration of Approval of Downtown Walk Around Review by Iowa Economic Development Authority, Main Street Program, \$300.00

Motions for Approval, Continued:

5. Consideration of Approval of Maintenance Contract for Tipton Ambulance Stryker Power Lift Cots
6. Consideration of Approval of a Bid and Contract for Ground Lease and Construction of an Aircraft Hangar by a Tenant

M. Reports to be Received/Filed

N. Discussion Items (No Action)

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

1. Mayor's Report
2. Council Reports
3. Committee Reports
4. City Manager's Report
5. City Department Heads
 - i. Water and Sewer Superintendent 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.

October 17, 2016
Tipton Fire Station
301 Lynn Street
Tipton, Iowa

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

Agenda:

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

Communications:

1. Renee Scheuerlein with Colonial Life shared information about the benefits they offer. She would like to set up a time to meet with the employees.
2. Mary Swan wanted to know if the City is still having McClure Engineering negotiate with landowners on the airport land for expansion. And, she asked how much the City has spent with McClure Engineering on the airport so far.

Consent Agenda:

Motion by Spear, second by Anderson to approve the consent agenda which includes the October 3, 2016, Council Meeting Minutes and Liquor License Renewal for Pizza Hut. Following the roll call vote the motion passed unanimously. Motion by Boots, second by McNeill to table the September Treasurer's & Investment Reports. They are out of balance. Following the roll call vote the motion passed unanimously.

Public Hearing:

1. Public Hearing for Consideration of Budget Amendment for FY 16-17
Motion by Spear, second by McNeill to open the public hearing for Budget Amendment FY 16-17, at 5:42 p.m. Following the roll call vote the motion passed unanimously.
With no written or oral objections, a motion was made by Anderson, second by Leeper to close the public hearing at 5:44 p.m. Following the roll call vote the motion passed unanimously.

Resolutions for Approval:

1. Resolution 100316A: City Street Financial Report Approval (tabled at October 3, 2016, meeting)
Motion by Boots, second by Spear to remove from the table. Following the roll call vote the motion passed unanimously.
Motion by McNeill, second by Leeper to approve Resolution 100316A, the resolution approving the City Street Financial Report. Following the roll call vote the motion passed unanimously.
2. Resolution 101716A: FY 16-17 Budget Amendment
Motion by Boots, second by Spear to approve Resolution 101716A, the resolution approving the FY 16-17 Budget Amendment. Following the roll call vote the motion passed unanimously.

Motions for Approval:

1. Claims List

| | | |
|----------------------------|---------------------|----------|
| ACTERRA GROUP | PROGRESSIVE BILLING | 15500.00 |
| ADVOCATE NEWS | TOUCH A TRUCK AD | 88.00 |
| AIR FILTER SALES & SERVICE | 26 FILTERS | 424.58 |

| | | |
|----------------------------|--------------------------------|----------|
| ALBAUGH PHC INC | MENS RESTROOM TOILET REPAIR | 383.77 |
| AUCA CHICAGO LOCKBOX | BLDG MAINT SUPPLIES | 245.13 |
| BARRON MOTOR SUPPLY | SEPARATOR #163 | 33.53 |
| CEDAR CO PUBLIC HEALTH | 7 FLU SHOTS, 1 TB TEST | 200.00 |
| CEDAR COUNTY CO-OP | FUEL DISCOUNT | 2675.52 |
| CEDAR COUNTY ENGINEER | 211.2 GL DSL | 1667.21 |
| CEDAR COUNTY RECORDER | EASEMENT | 12.00 |
| CEDAR COUNTY SOLID WASTE | TRANSFER FEES | 2290.00 |
| CINTAS CORPORATION | FIRST AID SUPPLIES | 186.03 |
| CINTAS CORPORATION #342 | UNIFORMS | 460.50 |
| CJ COOPER & ASSOC INC | PRE-EMPLOYMENT SCREENING | 35.00 |
| CLARENCE LOWDEN SUN-NEWS & | YOUTH REC & FAC ADS | 301.60 |
| CLIFTON LARSON ALLEN LLP | PROGRESSIVE BILLING FOR AUDIT | 7500.00 |
| CUSTOM BUILDERS INC | UPS CHARGES | 50.07 |
| D & R PEST CONTROL INC | PEST CONTROL | 315.99 |
| DOMTAR | 8 1/2 X 14 PAPER | 97.70 |
| DURANT AMBULANCE SERVICE I | MUTUAL AID | 125.00 |
| EASTERN IOWA LIGHT & PWR | SEWAGE PLANT | 612.19 |
| EICCD | EMT TRAINING FOR 7 | 10703.00 |
| ELIJAH ENTERPRISES | OXYGEN & ACETYLENE FOR TORCH | 123.63 |
| EMERGENCY MEDICAL PRODUCTS | MEDICAL SUPPLIES | 143.17 |
| FAMILY FOODS | MISC & OPER SUPPLIES | 22.52 |
| FASTENAL COMPANY | EYE BOLTS FOR LANE LINES | 136.59 |
| FRIENDS OF THE ANIMALS | 2 CATS, 1 DOG | 175.00 |
| G & K SERVICES | UNIFORMS | 202.21 |
| GIERKE ROBINSON COMPANY IN | CUTTING BLADE | 523.44 |
| GRAINGER | PARTS FOR NEW CAT ENGINE | 429.90 |
| GRASSHOPPER LAWN CARE DBA | MOW & TRIM 2 UNKEPT PROPERTIES | 90.00 |
| GREAT WESTERN SUPPLY CO | SPRAYER ASSEMBLY | 107.77 |
| H & H AUTO | TIRES #118 | 146.36 |
| HASTY AWARDS | 270 MEDALS FTBLL & VBALL | 616.30 |
| IMAGE TREND INC | CLEARING HOUSE SERVICES | 240.00 |
| INTEGRATED TECHNOLOGY PART | TECH SERVICES AT CITY HALL | 3958.15 |
| IOWA ASSOCIATION OF | TESTING | 155.00 |
| IOWA DEPARTMENT OF TRANSPO | BLADE GRADER | 317.20 |
| IOWA DEPT. OF NATURAL RESO | WATER ALLOCATION ANNUAL FEE | 66.00 |
| JOHNSON COUNTY AMBULANCE | MUTUAL AID | 600.00 |
| LANDS' END BUSINESS OUTFIT | 28 SHIRTS-ADMIN,LIB,CD,UTILITY | 1177.73 |
| LAWSON PRODUCTS INC | SAFETY GOGGLES | 6.97 |
| MANATTS INC | LOAD FOR CITY HALL PROJECT | 2978.75 |
| MC CLURE ENGINEERING COMPA | SANITARY COLL & SYS EVALUATION | 37808.60 |
| MH EQUIPMENT CO | REPAIR PARTS #30 | 1295.69 |
| MITCHELL 1 | MONTHLY WEB SUBSCRIPTIONS | 233.05 |

| | | |
|-----------------------------------|-----------------------------|-----------------|
| MONROE SYSTEMS FOR BUSINES | OFFICE CALCULATOR DEB | 191.57 |
| MUNICIPAL SUPPLY INC | WATER MAIN REPAIR CLAMP | 122.00 |
| McMASTER-CARR | PARTS FOR OLD POWER PLANT | 282.63 |
| ODB COMPANY | REPAIR PARTS #163 | 676.63 |
| OFFICE EXPRESS | OFFICE SUPPLIES | 213.06 |
| POWER PLANT COMPLIANCE | DNR CONSTRUCTION PERMIT FEE | 1175.00 |
| PRAXAIR DISTRIBUTION INC | OXYGEN | 39.90 |
| R S STOVER COMPANY | REGULATOR | 8515.62 |
| REPUBLIC SERVICES OF IOWA | RECYCLING SORT FEES | 555.95 |
| RESCO | FR BIBS | 2667.57 |
| SANDRY FIRE SUPPLY LLC | 10 TURNOUT COATS | 7952.72 |
| SHERMCO INDUSTRIES INC | PROGRESSIVE BILLING | 7800.00 |
| STATE HYGIENIC LABORATORY | POOL TESTING FEES | 100.00 |
| SUMMIT COMPANIES | FIRE EXTINGUISHER SERVICED | 93.00 |
| THOMAS HEATING & AIR | 6 FILTERS | 90.00 |
| THOMPSON TRUCK & TRAILER | REPAIR PARTS #30 | 363.56 |
| TIPTON CONSERVATIVE | TOUCH A TRUCK, GARAGE SALE | 1115.63 |
| TIPTON ELECTRIC MOTORS | REPAIR PARTS FOR WELL | 477.53 |
| TIPTON PHARMACY | MEDS | 295.82 |
| TITAN MACHINERY INC | REPAIR PARTS #18 | 261.14 |
| TMP REFINING | CATALYST CLEANING | 870.00 |
| TRANSWORLD SYSTEMS INC | COLLECTION EXPENSE | 5.00 |
| TREY ELECTRIC | WORK ON TRAFFIC SIGNALS | 1184.40 |
| TYLER TECHNOLOGIES INC | UTILITY BILL NOTIFICATION | 29.20 |
| WESCO RECEIVABLES CORP | UNDERGROUND SUPPLIES | 465.45 |
| XEROX CORPORATION | BASE & COPY CHARGES | 1468.21 |
| ** TOTAL ** | | 132472.44 |
| FUND TOTALS | | |
| 001 GENERAL GOVERNMENT | | 28408.94 |
| 311 ADDTNL GENERATION PRJCT | | 23300.00 |
| 600 WATER OPERATING | | 1288.61 |
| 610 WASTEWATER/AKA SEWER REVE | | 778.61 |
| 630 ELECTRIC OPERATING | | 8067.40 |
| 640 GAS OPERATING | | 9096.33 |
| 660 AIRPORT OPERATING | | 9.18 |
| 670 GARBAGE COLLECTION | | 3229.75 |
| 740 STORM WATER | | 37808.60 |
| 750 CEMETERY ENTERPRISE | | 31.92 |
| 810 CENTRAL GARAGE | | 8300.48 |
| 835 ADMINISTRATIVE SERVICES | | 12152.62 |
| GRAND TOTAL | | 132472.44 |
| City Credit Card Statement | Card Ttl | 6,924.07 |
| City Card - Check out card | | |

| | | |
|---|---------|-----------------|
| Operating Supplies - Welter Storage Equipment | 63.50 | |
| Total Charges | | 63.50 |
| Ambulance - One Card | | |
| Misc Supplies - Pizza Hut | 43.93 | |
| Office Supplies - Canon USA | 77.36 | |
| Total Charges | | 121.29 |
| Fire - One Card | | |
| Training - Waverly Volunteers | 715.00 | |
| Total Charges | | 715.00 |
| Public Works - One Card | | |
| Operating Supplies - Walmart | 14.79 | |
| Training - IAMU | 185.00 | |
| Total Charges | | 199.79 |
| Electric - One Card | | |
| Training - IAEI | 375.00 | |
| Operating Supplies - Aluminum Ladder Racks | 889.00 | |
| Postage/Shipping - USPS | 6.47 | |
| Computer Supplies - Walmart | 164.63 | |
| Misc Supplies - Casey's, Walmart | 32.40 | |
| Total Charges | | 1,467.50 |
| Gas - One Card | | |
| Operating Supplies - Paypal | 37.13 | |
| Compressor for Aquatic Center - United Refrigeration | 1771.13 | |
| Total Charges | | 1,808.26 |
| Library - One Card | | |
| Postage/Shipping - USPS | 112.29 | |
| Office Supplies - Walmart, Demco | 127.75 | |
| Materials - Amazon, Walmart | 740.49 | |
| Program Supplies - Demco | 94.87 | |
| Misc Supplies - Walmart | 56.04 | |
| Computer Supplies - Staples | 39.04 | |
| Training - Iowa Library Association | 314.00 | |
| Total Charges | | 1,484.48 |
| JKFAC/Recreation - One Card | | |
| Office Supplies - Walmart | 30.97 | |
| Operating Supplies - Walmart, Adolph Kiefer, J.L. Wingert, Taylor Technologies | 423.30 | |
| Dues - Iowa Park and Recreation | 155.00 | |
| | 155.00 | |
| Total Charges | | 764.27 |
| Comm Dev - One Card | | |
| Misc Supplies - Caseys | 9.98 | |
| Total Charges | | 9.98 |

Finance Director - One Card

Training - Iowa League of Cities

290.00

Total Charges

290.00

Statement Total

6,924.07

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

2. Garbage Exemption, 55 Meridian St.

Motion by Leeper, second by Spear to approve the garbage exemption at 55 Meridian St. Following the roll call vote the motion passed unanimously.

3. Garbage Exemption, 120 East 5th St.

Motion by Leeper, second by Anderson to approve the garbage exemption at 120 East 5th St. Following the roll call vote the motion passed unanimously.

4. 28E Agreement, School/City Football Field, Sidewalk Drainage and Future Parking Project

Motion by McNeill, second by Leeper, to approve the 28E Agreement between the School and the City pertaining to the football field, sidewalk drainage and the future parking lot project. Following the roll call vote the motion passed unanimously.

5. Agreement with Garden & Associates Inc., for Engineering Services for School/City Football Field, Sidewalk Drainage and Future Parking Project

Motion by McNeill, second by Leeper to approve Garden & Associates, Inc., for engineering services for the School/City football field, sidewalk drainage and future parking lot project. Following the roll call vote the motion passed unanimously.

6. Proposal to Prepare Concept Plans and Cost Estimate to Rehab the former Legion Building; Demolition Estimate

Motion by Anderson, second by Leeper to approve the proposal to prepare concept plans and a cost estimate to rehab the former Legion Building; demolition estimate. Interim Manager Long stated that the demolition estimate is \$14,000.00. Sarah Coleman with Martin Garden Architecture stated it would take six to eight weeks to do the feasibility study. They will try to get here this week to do the field verification. Following the roll call vote the motion passed unanimously.

7. Authorization to Advertise for Interim Budget Analyst/Finance Director

Motion by Boots, second by Anderson to approve advertising for interim Budget Analyst/Finance Director. Following the roll call vote the motion passed unanimously.

8. Mayor's Appointment and Council Consent of a Chief of Police

Motion by Anderson, second by Boots to approve appointing Lisa Kepford as the Chief of Police. The motion passed with the following roll call vote:

Aye: Spear, McNeill, Boots, Anderson

Nay: Leeper

Discussion Items (No Action)

1. Snow Removal – Even/Odd Parking; Sidewalk Snow Removal

Director of Public Works Nash stated that even/odd parking seems to be very confusing to many. And, the signage that would have to be placed on all the streets would be very costly. Nash suggested adding more streets to the snow emergency route and believes that may help. In regards to clearing off sidewalks, Director of Public Works Nash stated that property owners have 24 hours from when the snowfall ends to get their sidewalks clear. Interim Manager Long stated that if a sidewalk is not cleared, that a notice is sent, and if they do not respond then a contractor is hired to clear it and the property owner is charged.

2. Water/Sewer Bill Forgiveness Policy Review

Interim Manager Long stated that in about a year and a half, a little over \$5000.00, has been paid out for the one-time water and sewer adjustments. The cap for both water and sewer each is \$250.00. Mayor Carney stated it is a good and fair policy.

Reports of Mayor/Council/Manager/Department Heads:

Mayor

Mayor Carney stated that Jon Bell, the County Supervisor, called him and wanted to congratulate the City on what a wonderful fire department the City has and how helpful they were with the flood. They did a great job and he was very impressed.

Council

Councilperson Boots stated that there was a CCEDCO meeting this month and they are still pursuing the 501C(6) status to be nonprofit, so they can do donations and receive tax credits.

Interim Manager

Interim Manager Long stated that a pier group of law enforcement executives is going to be developed and they will work with the Council and the Chief to determine goals and objectives for Chief of Police Kepford.

Public Works Director

Director of Public Works Nash stated that the sidewalk project by the library and Theisen's is progressing well. It should be done by the end of next week.

Electric Superintendent

Electric Superintendent Taber stated they plan to run the new engine tomorrow.

Closed Session:

Closed Session, Pursuant to Iowa Code Chapter 21.5(1)J, the City Council may enter in closed session, "to discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for the property." Motion by Anderson, second by McNeill to adjourn from regular session to closed session pursuant to Iowa Code Chapter 21.5(1)J, the City Council may enter in closed session, "to discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for the property", at 6:47 p.m. Following the roll call vote the motion passed unanimously.

Roll call to return to regular session:

The council reconvened to regular session from closed session at 6:57 p.m. with the following councilmember's present: Leeper, McNeill, Boots, Anderson and Spear. No action was taken.

Adjourn:

With no further business to come before the council a motion to adjourn was made by Boots, second by Leeper. Following the roll call vote the motion passed unanimously. Meeting adjourned at 6:57 p.m.

Mayor

Attest:

City Clerk

Minutes-

Attendees- Jim, Dale, Jen Johnson, Denise, Shirley, Jamie, Marc, Heather, Jen Schuett

Approval- Shirley, Jen

Last meetings minutes. Dale, Heather

Open forum- none

Directors report- Budget- Denise met with Tim, since the library cut a position, some funds are open in the part time section. With the other part time departure, there is about 6k to use. Budget will be similar other than salary fluctuations. Budget committee needs a time/place to meet. Dale, Jim and Heather need to meet- for budget- meeting at 4:30 Thursday. ILA is October 12- 14th. Denise and Diane will be going. Staffing is covered while they are out. Cedar county library association meets here Oct 17th. Need cookies.

Weeding process- pulling content that hasn't been checked out in 3 years. Some have U next to them, they are unavailable as they have not been returned.

Denise explained the process for acquiring content, both books and movies.

Accreditation- library has the highest tier of accreditation.

Added Tipton adaptive daycare to the hustle story time schedule. They already cover tiny tigers, kindergarten, Sycamore Center, head start, little friends.

They have added the calendar of events to the website- online registration for the events.

Education- How to review the director

Financial Report- Motion- Jim, Dale second

Maint Committee. - interior water damage in the downstairs area bottom of both columns are showing damage. Jamie thinks this may be tied to the downspouts not routing away from the building.

Friends of the Tipton Public Library- Jamie said contribute if you can

Old biz- outdoor sign design- Dane is going to make them look like the signs at either end of town. Talking about running power out to the sign and other monument to allow for setting lights in place to illuminate.

New Biz- Averaging 5ish customers that go to collections every 3 months. Keeping documentations- fines/lost ect- no changes- motion by Dale, second by Jen Johnson.

Next meeting date/time Oct 24th at 6 pm.

Directors Evaluation- Jen walked through the library director report overview. Note that the personnel committee was unaware of the long range goals. Jamie noted the goals are set at the Christmas meeting.

High five for promoting Diane.

Jen Johnson- Personnel Committee - motion to give a raise so that her raise will match the % of raise that is given to the other city union members. Denise is not part of the union, just making an effort to tie her to another bargaining body.

Denise is to reach out to Lorna, to see why the building fund is so high.

Jamie motioned to adjourn and seconded by Jim.

Library Director's Report September 2016

Programming
Kid's Programs
 Total 9 Programs 221 kids

Teen Programs
 Total 0 programs 0 teens

Adult Programs
 Total 1 programs 8 adults

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

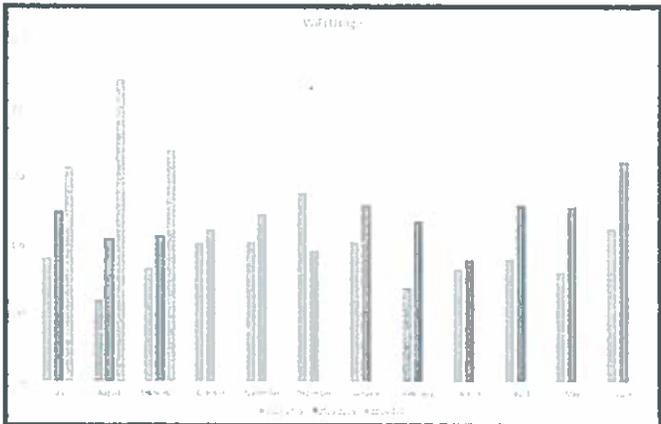
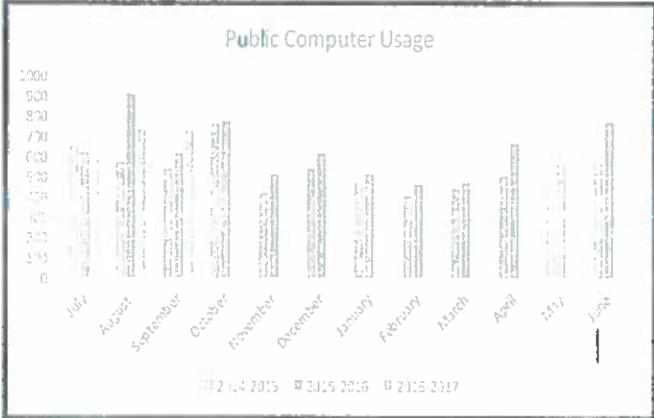
Monetary amount spent on:
 Books: \$2162.38
 CDs: \$30.00
 DVDs: \$499.79

Transactions written down from 8/29 thru 10/2
 Copies-236
 Faxes-24
 Interlibrary Loans-40
 Drinks-30
 Friends of the Library-52

Ebook checkouts: 76
Audio checkouts: 58

Materials

| Materials added | Sept | YTD |
|---------------------|------------|------------|
| Adult CDs | 1 | 16 |
| Total Audios | 1 | 16 |
| Adult DVD's | 38 | 78 |
| Blue Ray Disc | 1 | 1 |
| Kids DVD's | 4 | 7 |
| Total DVD's | 43 | 86 |
| Adult Fiction | 79 | 150 |
| Adult Non-fiction | 11 | 22 |
| Beginner Readers | 0 | 10 |
| Biographies | 0 | 0 |
| Board Books | 3 | 3 |
| Christian Fiction | 0 | 4 |
| Easy Readers | 0 | 0 |
| Kid's B. Chapter | 1 | 8 |
| Kids Fiction | 53 | 109 |
| Kids Nonfiction | 2 | 6 |
| Kid's Picture Books | 35 | 72 |
| Large Type | 0 | 0 |
| Mystery | 4 | 17 |
| Teen Fiction | 17 | 84 |
| Total books | 205 | 485 |
| Magazines | 34 | 102 |
| Total Magazines | 34 | 102 |
| Other | 12 | 60 |
| Total Other | 12 | 60 |
| Total | 295 | 749 |
| | | |
| Discarded | | |
| Books | 125 | 416 |
| Magazines | 31 | 195 |
| Audios | 1 | 3 |
| Videos | 3 | 10 |
| Other | 38 | 105 |
| Total | 198 | 729 |



Amy Lenz

From: Licensing@IowaABD.com
Sent: Tuesday, October 25, 2016 2:33 AM
To: Amy Lenz
Cc: Licensing@IowaABD.com
Subject: Liquor License Submitted to Local Authority

The following licenses are completed and awaiting local authority approval:

| License # | License Status | Business Name |
|-----------|------------------------------|--|
| BC0008141 | Submitted to Local Authority | Casey's General Store #72 (1107 Cedar Street Tipton Iowa, 5271137) |
| BC0008141 | Submitted to Local Authority | Casey's General Store #72 (1107 Cedar Street Tipton Iowa, 5271137) |

Please do not respond to this email. Contact the Division's Licensing Section with questions regarding the application process or application status toll-free at 866.IowaABD (866.469.2223) (select option 1), locally 515.281.7400 (select option 1).

For assistance by email contact Licensing@IowaABD.com

To access license renewal, click here: <https://elicensing.iowaabd.com>

PACKET: 02377 Council Mtg 110716 AL

VENDOR SET: 01

VENDOR SEQUENCE

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

01-0032 ACTERRA GROUP

| | | | | | | | | | | |
|----------|-------------------|---------------------|----|--|---|------------|----------|---------------------|------------|------|
| I JC9031 | | PROGRESSIVE BILLING | AP | | R | 11/04/2016 | | 4,722.90 | 4,722.90CR | |
| | | G/L ACCOUNT | | | | | | 4,722.90 | | |
| | 311 5-821-3-67800 | ENGINE PURCHASES | | | | | 4,722.90 | PROGRESSIVE BILLING | | |
| | | | | | | | | 4,722.90 | 4,722.90CR | 0.00 |
| | | | | | | | | 4,722.90 | 0.00 | |

01-0032 ACTERRA GROUP

| | | | | | | | | | | |
|----------|-------------------|--------------------------------|----|--|---|------------|----------|---------------------|------------|------|
| I JC9055 | | PROGRESSIVE BILLING | AP | | R | 11/04/2016 | | 7,794.84 | 7,794.84CR | |
| | | G/L ACCOUNT | | | | | | 7,794.84 | | |
| | 630 5-821-2-63500 | OPERATIONAL EQUIPT MAINT & REP | | | | | 7,794.84 | PROGRESSIVE BILLING | | |
| | | | | | | | | 7,794.84 | 7,794.84CR | 0.00 |
| | | | | | | | | 7,794.84 | 0.00 | |

01-0060 ALBAUGH INC INC

| | | | | | | | | | | |
|---------|-------------------|-------------------------------|----|--|---|------------|--------|----------------------|----------|------|
| I 29116 | | FAUCET & ACCESSORIES | AP | | R | 12/04/2016 | | 327.18 | 327.18CR | |
| | | G/L ACCOUNT | | | | | | 327.18 | | |
| | 610 5-816-2-63100 | BUILDING MAINTENANCE & REPAIR | | | | | 327.18 | FAUCET & ACCESSORIES | | |
| I 29200 | | 2 FAUCETS AND A SPOT | AP | | R | 12/04/2016 | | 305.00 | 305.00CR | |
| | | G/L ACCOUNT | | | | | | 305.00 | | |
| | 600 5-816-2-61100 | BUILDING MAINTENANCE & REPAIR | | | | | 305.00 | 2 FAUCETS AND A SPOT | | |
| | | | | | | | | 632.18 | 632.18CR | 0.00 |
| | | | | | | | | 632.18 | 0.00 | |

01-0141 APPARATUS TESTING SERVICES

| | | | | | | | | | | |
|-------|-------------------|--------------------------------|--|--|---|------------|--------|--------------------------------|----------|------|
| I 560 | | ANNUAL FIRE PUMP CERTIFICAT AP | | | R | 11/04/2016 | | 924.00 | 924.00CR | |
| | | G/L ACCOUNT | | | | | | 924.00 | | |
| | 001 5-150-2-63500 | OPERATIONAL EQUIPT MAINT & REP | | | | | 924.00 | ANNUAL FIRE PUMP CERTIFICATION | | |
| | | | | | | | | 924.00 | 924.00CR | 0.00 |
| | | | | | | | | 924.00 | 0.00 | |

PACKET: 02377 Council Mtg 110716 AL

VENDOR SET: 01

VENDOR SEQUENCE

| VENDOR | ITEM NO# | DESCRIPTION | BANK | CHECK | STAT | DUE DT | DISC DT | GROSS BALANCE | PAYMENT DISCOUNT | OUTSTANDING |
|--------------|-----------------------------|--|------|-------|------|------------|----------|----------------------------|------------------|-------------|
| ----- | | | | | | | | | | |
| 01-0154 | ASCENT AVIATION GROUP INC | | | | | | | | | |
| I 391829 | | 2000 GL AVIATION FUEL | AP | | R | 11/04/2016 | | 7,315.89 | 7,315.89CR | |
| | | G/L ACCOUNT | | | | | | 7,315.89 | | |
| | | 660 5-835-2-64950 GAS PURCHASED | | | | | 7,315.89 | 2000 GL AVIATION FUEL | | |
| | | | | | | | | | | |
| | | | | | | | | 7,315.89 | 7,315.89CR | 0.00 |
| | | | | | | | | 7,315.89 | 0.00 | |
| ----- | | | | | | | | | | |
| 01-0143 | AUCA CHICAGO LOCKBOX | | | | | | | | | |
| I 1876694731 | | MATS | AP | | R | 12/04/2016 | | 80.12 | 80.12CR | |
| | | G/L ACCOUNT | | | | | | 80.12 | | |
| | | 091 5-650-2-63100 BUILDING MAINTENANCE & REPAIR | | | | | 80.12 | MATS | | |
| I 1876694735 | | MATS | AP | | R | 12/04/2016 | | 124.23 | 124.23CR | |
| | | G/L ACCOUNT | | | | | | 124.23 | | |
| | | 001 5-160-2-63100 BUILDING MAINTENANCE & REPAIR | | | | | 124.23 | MATS | | |
| | | | | | | | | | | |
| | | | | | | | | 204.35 | 204.35CR | 0.00 |
| | | | | | | | | 204.35 | 0.00 | |
| ----- | | | | | | | | | | |
| 01-1483 | BARGLOF INC/KOPRON ENTERPRI | | | | | | | | | |
| I 8167 | | REPAIR ELECTRICAL CABINETS | AP | | R | 12/04/2016 | | 125.00 | 125.00CR | |
| | | G/L ACCOUNT | | | | | | 125.00 | | |
| | | 630 5-921-2-63500 OPERATIONAL EQUIPT MAINT & REP | | | | | 125.00 | REPAIR ELECTRICAL CABINETS | | |
| | | | | | | | | | | |
| | | | | | | | | 125.00 | 125.00CR | 0.00 |
| | | | | | | | | 125.00 | 0.00 | |
| ----- | | | | | | | | | | |
| 01-0201 | EMPHON MOTOR SUPPLY | | | | | | | | | |
| I 015977 | | ANTI SEIZE | AP | | R | 11/04/2016 | | 11.74 | 11.74CR | |
| | | G/L ACCOUNT | | | | | | 11.74 | | |
| | | 630 5-821-2-63500 OPERATIONAL EQUIPT MAINT & REP | | | | | 11.74 | ANTI SEIZE | | |
| | | | | | | | | | | |
| | | | | | | | | 11.74 | 11.74CR | 0.00 |
| | | | | | | | | 11.74 | 0.00 | |
| ----- | | | | | | | | | | |

PACKET: 02377 Council Mtg 110716 AL

VENDOR SET: 01

VENDOR SEQUENCE

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

01-0573 CHALLIS ENTERPRISES

| | | | | | | | | | |
|---------|-------------------|------------------------------|----|--|---|------------|--------------------------|----------|------|
| I 11596 | | DUMPSTER RENT, AERATIONS | AP | | R | 12/04/2016 | 960.00 | 960.00CR | |
| | | G/L ACCOUNT | | | | | 960.00 | | |
| | 835 5-899-2-65980 | MISCELLANEOUS | | | | 660.00 | DUMPSTER RENT, AERATIONS | | |
| | 001 5-430-2-63200 | GROUNDS MAINTENANCE & REPAIR | | | | 300.00 | DUMPSTER RENT, AERATIONS | | |
| | | | | | | | PET. CHECK | | |
| | | | | | | | 960.00 | 960.00CR | 0.00 |
| | | | | | | | 960.00 | 0.00 | |

01-1 CHANNING BETE

| | | | | | | | | | |
|------------|-------------------|----------------|----|--|---|------------|------------------------------|----------|------|
| I 53246261 | | TRAINING DVD'S | AP | | R | 11/04/2016 | 174.40 | 174.40CR | |
| | | G/L ACCOUNT | | | | | 174.40 | | |
| | 001 5-160-1-62300 | TRAINING | | | | 174.40 | CHANNING BETE TRAINING DVD'S | | |
| | | | | | | | PET. CHECK | | |
| | | | | | | | 174.40 | 174.40CR | 0.00 |
| | | | | | | | 174.40 | 0.00 | |

01-0580 CINTAS CORPORATION #342

| | | | | | | | | | |
|-------------|-------------------|--------------------------------|--|--|---|------------|-----------------------------|----------|------|
| I 342611294 | | UNIFORMS, SHOP TOWELS, MATS AP | | | R | 11/04/2016 | 160.82 | 160.82CR | |
| | | G/L ACCOUNT | | | | | 160.82 | | |
| | 630 5-820-2-64350 | UNIFORMS/EQUIPMENT | | | | 100.07 | UNIFORMS, SHOP TOWELS, MATS | | |
| | 630 5-820-2-65070 | OPERATING SUPPLIES | | | | 22.69 | UNIFORMS, SHOP TOWELS, MATS | | |
| | 640 5-825-2-64350 | UNIFORMS/EQUIPMENT | | | | 38.06 | UNIFORMS, SHOP TOWELS, MATS | | |
| I 342611294 | | UNIFORMS, SHOP TOWELS, MATS AP | | | R | 11/04/2016 | 153.76 | 153.76CR | |
| | | G/L ACCOUNT | | | | | 153.76 | | |
| | 630 5-820-2-64350 | UNIFORMS/EQUIPMENT | | | | 92.01 | UNIFORMS | | |
| | 630 5-820-2-65070 | OPERATING SUPPLIES | | | | 22.69 | UNIFORMS | | |
| | 640 5-825-2-64350 | UNIFORMS/EQUIPMENT | | | | 39.06 | UNIFORMS | | |
| | | | | | | | PET. CHECK | | |
| | | | | | | | 313.58 | 313.58CR | 0.00 |
| | | | | | | | 313.58 | 0.00 | |

01-0590 CULVER COMPANY

| | | | | | | | | | |
|---------|-------------------|--------------------------------|--|--|---|------------|-----------------------------|----------|------|
| I 52350 | | SUPPLIES FOR TRUNK OR TREAT AP | | | R | 11/04/2016 | 576.54 | 576.54CR | |
| | | G/L ACCOUNT | | | | | 576.54 | | |
| | 630 5-820-2-65980 | MISCELLANEOUS | | | | 576.54 | SUPPLIES FOR TRUNK OR TREAT | | |
| | | | | | | | PET. CHECK | | |
| | | | | | | | 576.54 | 576.54CR | 0.00 |
| | | | | | | | 576.54 | 0.00 | |

PACKET: 02377 Council Mtg 110716 AL

VENDOR SET: 01

VENDOR SEQUENCE

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

| | | | | | | | | | | |
|-----------|-------------------|--------------------|----|------------|---|------------|--------|------------------|----------|------|
| I 1862481 | | MEDICAL SUPPLIES | AP | | R | 12/04/2016 | | 282.55 | 282.55CR | |
| | | G/L ACCOUNT | | | | | | 282.55 | | |
| | 001 5-160-2-65070 | OPERATING SUPPLIES | | | | | 282.55 | MEDICAL SUPPLIES | | |
| | | | | REG. CHECK | | | | 507.35 | 507.35CR | 0.00 |
| | | | | | | | | 507.35 | 0.00 | |

01-0974 FASTENAL COMPANY

| | | | | | | | | | | |
|---------------|-------------------|--------------------------------|----|------------|---|------------|--------|----------------------|----------|------|
| I 1A8E#375179 | | BOLTS, WASHERS, NUTS | AP | | R | 12/04/2016 | | 122.73 | 122.73CR | |
| | | G/L ACCOUNT | | | | | | 122.73 | | |
| | 630 5-821-2-63500 | OPERATIONAL EQUIPT MAINT & REP | | | | | 122.73 | BOLTS, WASHERS, NUTS | | |
| | | | | REG. CHECK | | | | 122.73 | 122.73CR | 0.00 |
| | | | | | | | | 122.73 | 0.00 | |

01-1051 FRIENDS OF THE ANIMALS

| | | | | | | | | | | |
|----------|-------------------|-------------------|----|------------|---|------------|--------|--------------|----------|------|
| I 103216 | | 1 DOG, 1 CAT | AP | | R | 12/04/2016 | | 125.00 | 125.00CR | |
| | | G/L ACCOUNT | | | | | | 125.00 | | |
| | 001 5-190-2-64910 | CONTRACT SERVICES | | | | | 125.00 | 1 DOG, 1 CAT | | |
| | | | | REG. CHECK | | | | 125.00 | 125.00CR | 0.00 |
| | | | | | | | | 125.00 | 0.00 | |

01-1055 G & E SERVICES

| | | | | | | | | | | |
|----------|-------------------|--------------------|----|--|---|------------|-------|----------|---------|--|
| I 103216 | | UNIFORMS | AP | | R | 12/04/2016 | | 60.17 | 60.17CR | |
| | | G/L ACCOUNT | | | | | | 60.17 | | |
| | 001 5-210-2-64350 | UNIFORMS/EQUIPMENT | | | | | 30.14 | UNIFORMS | | |
| | 670 5-840-2-64350 | UNIFORMS/EQUIPMENT | | | | | 7.91 | UNIFORMS | | |
| | 600 5-810-2-64350 | UNIFORMS/EQUIPMENT | | | | | 3.15 | UNIFORMS | | |
| | 610 5-815-2-64350 | UNIFORMS/EQUIPMENT | | | | | 3.15 | UNIFORMS | | |
| | 810 5-899-2-64350 | UNIFORMS/EQUIPMENT | | | | | 7.68 | UNIFORMS | | |
| | 001 5-299-2-64350 | UNIFORMS/EQUIPMENT | | | | | 8.14 | UNIFORMS | | |
| I 12062 | | UNIFORMS | AP | | R | 12/04/2016 | | 60.17 | 60.17CR | |
| | | G/L ACCOUNT | | | | | | 60.17 | | |
| | 001 5-210-2-64350 | UNIFORMS/EQUIPMENT | | | | | 30.14 | UNIFORMS | | |
| | 670 5-840-2-64350 | UNIFORMS/EQUIPMENT | | | | | 7.91 | UNIFORMS | | |
| | 600 5-810-2-64350 | UNIFORMS/EQUIPMENT | | | | | 3.15 | UNIFORMS | | |
| | 610 5-815-2-64350 | UNIFORMS/EQUIPMENT | | | | | 3.15 | UNIFORMS | | |
| | 810 5-899-2-64350 | UNIFORMS/EQUIPMENT | | | | | 7.68 | UNIFORMS | | |
| | 001 5-299-2-64350 | UNIFORMS/EQUIPMENT | | | | | 8.14 | UNIFORMS | | |

PACKET: 02377 Council Mtg 110716 AL

VENDOR SET: 01

VENDOR SEQUENCE

| VENDOR | ITEM ID# | DESCRIPTION | BANK | CHECK | STAT | DUE DT | DISC DT | GROSS BALANCE | PAYMENT DISCOUNT | OUTSTANDING |
|---------|-------------------|--------------------|------|-------|------|------------|---------|---------------|------------------|-------------|
| I 15373 | | UNIFORMS | AP | | R | 12/04/2016 | | 60.17 | 60.17CR | |
| | | G/L ACCOUNT | | | | | | 60.17 | | |
| | 001 5-210-2-64350 | UNIFORMS/EQUIPMENT | | | | | 30.14 | UNIFORMS | | |
| | 670 5-840-2-64350 | UNIFORMS/EQUIPMENT | | | | | 7.91 | UNIFORMS | | |
| | 600 5-810-2-64350 | UNIFORMS/EQUIPMENT | | | | | 3.15 | UNIFORMS | | |
| | 610 5-815-2-64350 | UNIFORMS/EQUIPMENT | | | | | 3.15 | UNIFORMS | | |
| | 810 5-899-2-64350 | UNIFORMS/EQUIPMENT | | | | | 7.68 | UNIFORMS | | |
| | 001 5-299-2-64350 | UNIFORMS/EQUIPMENT | | | | | 8.14 | UNIFORMS | | |
| | | REG. CHECK | | | | | 180.51 | 180.51CR | | 0.00 |
| | | | | | | | 180.51 | 0.00 | | |

01-1073 GENESIS PSYCHOLOGY ASSOCIAT

| | | | | | | | | | | |
|--------|-------------------|------------------------|----|--|---|------------|--------|------------------------|----------|------|
| I 1153 | | PSYCHIATRIC EVALUATION | AP | | R | 12/04/2016 | | 200.00 | 200.00CR | |
| | | G/L ACCOUNT | | | | | | 200.00 | | |
| | 001 5-110-2-64121 | HEALTH SERVICES | | | | | 200.00 | PSYCHIATRIC EVALUATION | | |
| | | REG. CHECK | | | | | 200.00 | 200.00CR | | 0.00 |
| | | | | | | | 200.00 | 0.00 | | |

01-1078 GIERKE ROBINSON COMPANY INC

| | | | | | | | | | | |
|-----------|-------------------|---------------------------|----|--|---|------------|--------|-------------|----------|------|
| I 5107814 | | SMALL TOOLS | AP | | R | 12/04/2016 | | 240.67 | 240.67CR | |
| | | G/L ACCOUNT | | | | | | 240.67 | | |
| | 001 5-210-2-65753 | SMALL TOOLS - STREET DEPT | | | | | 240.67 | SMALL TOOLS | | |
| | | REG. CHECK | | | | | 240.67 | 240.67CR | | 0.00 |
| | | | | | | | 240.67 | 0.00 | | |

01-1172 HAMMERS INC

| | | | | | | | | | | |
|-----------|-------------------|-------------|----|--|---|------------|--------|-----------|----------|------|
| I 3969214 | | CHEMICALS | AP | | R | 11/04/2016 | | 340.64 | 340.64CR | |
| | | G/L ACCOUNT | | | | | | 340.64 | | |
| | 001 5-465-2-65010 | CHEMICALS | | | | | 340.64 | CHEMICALS | | |
| I 3969228 | | CHEMICALS | AP | | R | 11/04/2016 | | 480.29 | 480.29CR | |
| | | G/L ACCOUNT | | | | | | 480.29 | | |
| | 600 5-810-2-65010 | CHEMICALS | | | | | 480.29 | CHEMICALS | | |
| | | REG. CHECK | | | | | 820.93 | 820.93CR | | 0.00 |
| | | | | | | | 820.93 | 0.00 | | |

PACKET: 02377 Council Mtg 110716 AL

VENDOR SET: 01

VENDOR SEQUENCE

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

01-1217 HOLIDAY INC DES MOINES AIRP

| | | | | | | | | | | |
|---------|-------------------|-------------------------|----|--|---|------------|--|--------|-------------------------|------|
| I 70195 | | TRAVEL TRAINING - LORNA | AP | | R | 12/04/2016 | | 95.20 | 95.20CR | |
| | | G/L ACCOUNT | | | | | | 95.20 | | |
| | 835 5-899-1-62990 | TRAVEL TRAINING | | | | | | 95.20 | TRAVEL TRAINING - LORNA | |
| I 70258 | | TRAVEL TRAINING - AMY | AP | | R | 12/04/2016 | | 190.40 | 190.40CR | |
| | | G/L ACCOUNT | | | | | | 190.40 | | |
| | 835 5-899-1-62990 | TRAVEL TRAINING | | | | | | 190.40 | TRAVEL TRAINING - AMY | |
| | | | | | | | | 285.60 | 285.60CR | 0.00 |
| | | | | | | | | 285.60 | 0.00 | |

01-1276 ICWA CITY LANDSCAPING & GAR

| | | | | | | | | | | |
|---------|-------------------|--------------------|----|--|---|------------|----------|----------|------------|------|
| I 63812 | | 20 TREES | AP | | R | 11/04/2016 | | 2,955.00 | 2,955.00CR | |
| | | G/L ACCOUNT | | | | | | 2,955.00 | | |
| | 001 5-221-2-65070 | OPERATING SUPPLIES | | | | | 2,568.00 | 20 TREES | | |
| | 750 5-280-2-65070 | OPERATING SUPPLIES | | | | | 187.00 | 20 TREES | | |
| | | | | | | | | 2,955.00 | 2,955.00CR | 0.00 |
| | | | | | | | | 2,955.00 | 0.00 | |

01-1332 ICWA ONE CALL

| | | | | | | | | | | |
|----------|-------------------|---------------------|----|--|---|------------|-------|---------|---------|------|
| I 185163 | | LOCATES | AP | | R | 12/04/2016 | | 35.10 | 35.10CR | |
| | | G/L ACCOUNT | | | | | | 35.10 | | |
| | 000 5-810-2-65307 | SERVICE LINES | | | | | 11.70 | LOCATES | | |
| | 610 5-820-2-65304 | UNEMPLOYED SUPPLIES | | | | | 11.70 | LOCATES | | |
| | 610 5-815-2-65307 | SERVICE LINES | | | | | 11.70 | LOCATES | | |
| | | | | | | | | 35.10 | 35.10CR | 0.00 |
| | | | | | | | | 35.10 | 0.00 | |

01-1426 WARREN COUNTY AMBULANCE

| | | | | | | | | | | |
|-------------|-------------------|--------------------------------|----|--|---|------------|--------|------------|----------|------|
| I 090516JCA | | MUTUAL AID | AP | | R | 12/04/2016 | | 200.00 | 200.00CR | |
| | | G/L ACCOUNT | | | | | | 200.00 | | |
| | 001 5-160-2-64130 | PAYMENT TO OTHER AGENCIES/FUND | | | | | 200.00 | MUTUAL AID | | |
| I 090616JCA | | MUTUAL AID | AP | | R | 12/04/2016 | | 200.00 | 200.00CR | |
| | | G/L ACCOUNT | | | | | | 200.00 | | |
| | 001 5-160-2-64130 | PAYMENT TO OTHER AGENCIES/FUND | | | | | 200.00 | MUTUAL AID | | |
| | | | | | | | | 400.00 | 400.00CR | 0.00 |
| | | | | | | | | 400.00 | 0.00 | |

PACKET: 02377 Council Mtg 110716 AL

VENDOR SET: 01

VENDOR SEQUENCE

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

01-1439 KELLY TREE FARM

| | | | | | | | | | |
|--------|--|--------------------------------------|----|--|---|------------|------------|----------|------|
| I 1213 | | 5 TREES | AP | | R | 11/04/2016 | 675.00 | 675.00CR | |
| | | G/L ACCOUNT | | | | | 675.00 | | |
| | | 001 5-221-2-65070 OPERATING SUPPLIES | | | | | 675.00 | 5 TREES | |
| | | | | | | | REG. CHECK | 675.00CR | 0.00 |
| | | | | | | | 675.00 | 0.00 | |

01-1437 FELTEK INCORPORATED

| | | | | | | | | | |
|---------|--|--------------------------------------|----|--|---|------------|------------|-------------|------|
| I 13472 | | REPAIR PARTS #14, STOCK PAR | AP | | R | 11/04/2016 | 842.00 | 842.00CR | |
| | | G/L ACCOUNT | | | | | 842.00 | | |
| | | 610 5-899-2-63324 STOCK-REPAIR PARTS | | | | | 205.20 | STOCK PARTS | |
| | | 610 5-899-2-63321 REPAIR PARTS | | | | | 636.80 | STOCK PARTS | |
| | | | | | | | REG. CHECK | 842.00CR | 0.00 |
| | | | | | | | 842.00 | 0.00 | |

01-1468 FINER INC

| | | | | | | | | | |
|-----------|--|--------------------------------------|----|--|---|------------|------------|--------------------|------|
| I 1016490 | | COLLECTION EXPENSE | AP | | R | 11/04/2016 | 305.78 | 305.78CR | |
| | | G/L ACCOUNT | | | | | 305.78 | | |
| | | 001 5-160-2-64040 COLLECTION EXPENSE | | | | | 305.78 | COLLECTION EXPENSE | |
| T 1016490 | | COLLECTION EXPENSE | AP | | R | 11/04/2016 | 205.01 | 205.01CR | |
| | | G/L ACCOUNT | | | | | 205.01 | | |
| | | 160 5-596-2-65980 MISCELLANEOUS | | | | | 205.01 | COLLECTION EXPENSE | |
| | | | | | | | REG. CHECK | 510.79CR | 0.00 |
| | | | | | | | 510.79 | 0.00 | |

01-1470 PIPPSWOOD COMMUNITY COLLEGE

| | | | | | | | | | |
|---------|--|----------------------------|----|--|---|------------|------------|----------|------|
| I 19923 | | BLS CARD | AP | | R | 12/04/2016 | 5.00 | 5.00CR | |
| | | G/L ACCOUNT | | | | | 5.00 | | |
| | | 001 5-160-1-62300 TRAINING | | | | | 5.00 | BLS CARD | |
| | | | | | | | REG. CHECK | 5.00CR | 0.00 |
| | | | | | | | 5.00 | 0.00 | |

PACKET: 02377 Council Mtg 110716 AL

VENDOR SET: 01

VENDOR SEQUENCE

| VENDOR | ITEM NO# | DESCRIPTION | BASE | CHECK | STAT | DUE DT | DISC DT | GROSS BALANCE | PAYMENT DISCOUNT | OUTSTANDING |
|--------|----------|-------------|------|-------|------|--------|---------|---------------|------------------|-------------|
|--------|----------|-------------|------|-------|------|--------|---------|---------------|------------------|-------------|

01-1500 KENDE OUTDOOR EQUIPMENT

| | | | | | | | | | | |
|---------|-------------------|--------------------|----|------------|---|------------|-------|---------------|---------|------|
| I 10621 | | HELMET SYSTEM | AP | | P | 12/04/2016 | | 74.95 | 74.95CR | |
| | | G/L ACCOUNT | | | | | | 74.95 | | |
| | 001 5-221-2-65070 | OPERATING SUPPLIES | | | | | 74.95 | HELMET SYSTEM | | |
| | | | | REG. CHECK | | | | 74.95 | 74.95CR | 0.00 |
| | | | | | | | | 74.95 | 0.00 | |

01-1514 LANDS' END BUSINESS OUTFIT

| | | | | | | | | | | |
|-------------|-------------------|--------------------|----|------------|---|------------|---------|---------|---------|------|
| C 508527113 | | 1 SHIRT | AP | | P | 11/04/2016 | | 20.00CR | 20.00 | |
| | | G/L ACCOUNT | | | | | | 20.00CR | | |
| | 835 5-899-2-64350 | UNIFORMS/EQUIPMENT | | | | | 20.00CR | 1 SHIRT | | |
| I 514280447 | | 1 SHIRT | AP | | P | 11/04/2016 | | 36.00 | 36.00CR | |
| | | G/L ACCOUNT | | | | | | 36.00 | | |
| | 835 5-899-2-64350 | UNIFORMS/EQUIPMENT | | | | | 36.00 | 1 SHIRT | | |
| | | | | REG. CHECK | | | | 36.00 | 36.00CR | 0.00 |
| | | | | | | | | 36.00 | 0.00 | |

01-1536 LIBERTY COMMUNICATIONS

| | | | | | | | | | | |
|---------------|-------------------|------------------------|----|------------|---|------------|-------|------------------------|---------|------|
| I 531200-1116 | | SMART DOOR MONTHLY FEE | AP | | P | 11/04/2016 | | 25.85 | 25.85CR | |
| | | G/L ACCOUNT | | | | | | 25.85 | | |
| | 001 5-160-2-64190 | TECHNOLOGY | | | | | 25.85 | SMART DOOR MONTHLY FEE | | |
| | | | | REG. CHECK | | | | 25.85 | 25.85CR | 0.00 |
| | | | | | | | | 25.85 | 0.00 | |

01-1593 LANCE DALLAS PC

| | | | | | | | | | | |
|----------|-------------------|----------------------|----|--|---|------------|--------|----------------------|----------|--|
| I 137854 | | ADMINISTRATION | AP | | P | 11/04/2016 | | 450.00 | 450.00CR | |
| | | G/L ACCOUNT | | | | | | 450.00 | | |
| | 835 5-899-2-64110 | LEGAL EXPENSE | | | | | 450.00 | ADMINISTRATION | | |
| I 137855 | | ELECTRIC DEPARTMENT | AP | | P | 11/04/2016 | | 270.00 | 270.00CR | |
| | | G/L ACCOUNT | | | | | | 270.00 | | |
| | 835 5-899-2-64110 | LEGAL EXPENSE | | | | | 270.00 | ELECTRIC DEPARTMENT | | |
| I 137856 | | NUISANCE/ENFORCEMENT | AP | | P | 11/04/2016 | | 787.50 | 787.50CR | |
| | | G/L ACCOUNT | | | | | | 787.50 | | |
| | 835 5-899-2-64110 | LEGAL EXPENSE | | | | | 787.50 | NUISANCE/ENFORCEMENT | | |

PACKET: 02377 Council Mtg 110716 AL

VENDOR SET: 01

VENDOR SEQUENCE

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

| | | | | | | | | | | |
|----------|-------------------|-----------------|----|------------|---|------------|-------|-----------------|------------|------|
| I 137857 | | GENERAL MATTERS | AP | | P | 11/04/2016 | | 81.00 | 81.00CR | |
| | | G/L ACCOUNT | | | | | | 81.00 | | |
| | 835 5-899-2-64110 | LEGAL EXPENSE | | | | | 81.00 | GENERAL MATTERS | | |
| | | | | REG. CHECK | | | | 1,588.50 | 1,588.50CR | 0.00 |
| | | | | | | | | 1,588.50 | 0.00 | |

01-0395 M3 AUTO PARTS

| | | | | | | | | | | |
|----------------|-------------------|--------------|----|------------|---|------------|--------|--------------|----------|------|
| I 201611645407 | | REPAIR PARTS | AP | | P | 12/04/2016 | | 218.37 | 214.00CR | |
| | | G/L ACCOUNT | | | | 12/04/2016 | | 218.37 | 4.37CR | |
| | 810 5-899-2-63321 | REPAIR PARTS | | | | | 218.37 | REPAIR PARTS | | |
| | | | | REG. CHECK | | | | 218.37 | 214.00CR | 0.00 |
| | | | | | | | | 218.37 | 4.37CR | |

01-1660 MANATTS INC

| | | | | | | | | | | |
|-----------|-------------------|-----------------------------|----|------------|---|------------|----------|-------------------------------|------------|------|
| I 813818 | | CONCRETE FOR SIDEWALK PROJE | AP | | P | 12/04/2016 | | 2,035.50 | 1,966.50CR | |
| | | G/L ACCOUNT | | | | 12/04/2016 | | 2,035.50 | 69.00CR | |
| | 001 5-212-2-63991 | MAINTENANCE | | | | | 2,035.50 | CONCRETE FOR SIDEWALK PROJECT | | |
| I 8138060 | | CONCRETE FOR SIDEWALK PROJE | AP | | P | 12/04/2016 | | 2,655.00 | 2,565.00CR | |
| | | G/L ACCOUNT | | | | 12/04/2016 | | 2,655.00 | 90.00CR | |
| | 001 5-212-2-63991 | MAINTENANCE | | | | | 2,655.00 | CONCRETE FOR SIDEWALK PROJECT | | |
| | | | | REG. CHECK | | | | 4,690.50 | 4,531.50CR | 0.00 |
| | | | | | | | | 4,690.50 | 159.00CR | |

01-1716 M3 EQUIPMENT CO.

| | | | | | | | | | | |
|----------|-------------------|-----------------|----|------------|---|------------|----------|-----------------|------------|------|
| I 222X54 | | REPAIR PARTS #8 | AP | | P | 11/04/2016 | | 1,310.53 | 1,310.53CR | |
| | | G/L ACCOUNT | | | | | | 1,310.53 | | |
| | 610 5-899-2-63321 | REPAIR PARTS | | | | | 1,310.53 | REPAIR PARTS #8 | | |
| | | | | REG. CHECK | | | | 1,310.53 | 1,310.53CR | 0.00 |
| | | | | | | | | 1,310.53 | 0.00 | |

01-1 MIDWEST PORTRAITS

| | | | | | | | | | | |
|-------------|-------------------|---------------|----|--|---|------------|----------|-------------------------------|------------|--|
| I 101716MPI | | FUND RAISER | AP | | P | 11/04/2016 | | 7,801.34 | 7,801.34CR | |
| | | G/L ACCOUNT | | | | | | 7,801.34 | | |
| | 001 5-687-2-65980 | MISCELLANEOUS | | | | | 7,801.34 | MIDWEST PORTRAITS:FUND RAISER | | |

PACKET: 02377 Council Mtg 110716 AL

VENDOR SET: 01

VENDOR SEQUENCE

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

| | | | | | | | | | | |
|--|--|--|--|------------|--|--|--|----------|------------|------|
| | | | | REG. CHECK | | | | 7,801.34 | 7,801.34CR | 0.00 |
| | | | | | | | | 7,801.34 | 0.00 | |

01-1731 MIDWEST WHEEL COMPANIES

| | | | | | | | | | | |
|-------------|-------------------|------------------------|----|--|--|--------------|--|---------|------------------------|--|
| C 549587-00 | | REPAIR PARTS #186, #21 | AP | | | E 11/04/2016 | | 17.62CR | 17.62 | |
| | | G/L ACCOUNT | | | | | | 17.62CR | | |
| | 810 5-899-2-63321 | REPAIR PARTS | | | | | | 17.62CR | REPAIR PARTS #186, #21 | |

| | | | | | | | | | | |
|-------------|-------------------|------------------|----|--|--|--------------|--|----------|------------------|--|
| C 580976-00 | | REPAIR PARTS #14 | AP | | | E 11/04/2016 | | 505.69CR | 505.69 | |
| | | G/L ACCOUNT | | | | | | 505.69CR | | |
| | 810 5-899-2-63321 | REPAIR PARTS | | | | | | 505.69CR | REPAIR PARTS #14 | |

| | | | | | | | | | | |
|-------------|-------------------|------------------|----|--|--|--------------|--|-------|------------------|--|
| I 546569-00 | | REPAIR PARTS #30 | AP | | | E 12/04/2016 | | 19.05 | 19.05CR | |
| | | G/L ACCOUNT | | | | | | 19.05 | | |
| | 810 5-899-2-63321 | REPAIR PARTS | | | | | | 19.05 | REPAIR PARTS #30 | |

| | | | | | | | | | | |
|-------------|-------------------|------------------------|----|--|--|--------------|--|----------|------------------------|--|
| I 571616-00 | | REPAIR PARTS #12 & #14 | AP | | | E 12/04/2016 | | 1,080.92 | 1,080.92CR | |
| | | G/L ACCOUNT | | | | | | 1,080.92 | | |
| | 810 5-899-2-63321 | REPAIR PARTS | | | | | | 1,080.92 | REPAIR PARTS #12 & #14 | |

| | | | | | | | | | | |
|-------------|-------------------|------------------|----|--|--|--------------|--|--------|------------------|--|
| I 574675-00 | | REPAIR PARTS #14 | AP | | | E 12/04/2016 | | 323.11 | 323.11CR | |
| | | G/L ACCOUNT | | | | | | 323.11 | | |
| | 810 5-899-2-63321 | REPAIR PARTS | | | | | | 323.11 | REPAIR PARTS #14 | |

| | | | | | | | | | | |
|-------------|-------------------|------------------|----|--|--|--------------|--|--------|------------------|--|
| I 574682-00 | | REPAIR PARTS #14 | AP | | | E 12/04/2016 | | 332.10 | 332.10CR | |
| | | G/L ACCOUNT | | | | | | 332.10 | | |
| | 810 5-899-2-63321 | REPAIR PARTS | | | | | | 332.10 | REPAIR PARTS #14 | |

| | | | | | | | | | | |
|-------------|-------------------|------------------|----|--|--|--------------|--|--------|------------------|--|
| I 581860-00 | | REPAIR PARTS #14 | AP | | | E 12/04/2016 | | 238.72 | 238.72CR | |
| | | G/L ACCOUNT | | | | | | 238.72 | | |
| | 810 5-899-2-63321 | REPAIR PARTS | | | | | | 238.72 | REPAIR PARTS #14 | |

| | | | | | | | | | | |
|--|--|--|--|------------|--|--|--|----------|------------|------|
| | | | | REG. CHECK | | | | 1,470.59 | 1,470.59CR | 0.00 |
| | | | | | | | | 1,470.59 | 0.00 | |

01-1914 OFFICE EXPRESS

| | | | | | | | | | | |
|---------------|-------------------|-----------------|----|--|--|--------------|--|--------|-----------------|--|
| I 0571735-001 | | OFFICE SUPPLIES | AP | | | E 11/04/2016 | | 191.91 | 191.91CR | |
| | | G/L ACCOUNT | | | | | | 191.91 | | |
| | 001 5-525-2-65060 | OFFICE SUPPLIES | | | | | | 35.46 | OFFICE SUPPLIES | |
| | 835 5-899-2-65060 | OFFICE SUPPLIES | | | | | | 156.45 | OFFICE SUPPLIES | |

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|--|--|--|--|------------|--|--|--|--------|----------|------|
| | | | | REG. CHECK | | | | 191.91 | 191.91CR | 0.00 |
| | | | | | | | | 191.91 | 0.00 | |

PACKET: 02377 Council Mtg 110716 AL

VENDOR SET: 01

VENDOR SEQUENCE

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

01-2015 PENGUIN MANAGEMENT INC

| | | | | | | | | | | |
|---------|-------------------|--------------------------|----|------------|---|------------|--------|--------------------------|----------|------|
| I 41427 | | 6 MO VOICE NOTIFICATIONS | AP | | R | 11/04/2016 | | 720.00 | 720.00CR | |
| | | G/L ACCOUNT | | | | | | 720.00 | | |
| | 001 5-150-2-64190 | TECHNOLOGY | | | | | 720.00 | 6 MO VOICE NOTIFICATIONS | | |
| | | | | REG. CHECK | | | | 720.00 | 720.00CR | 0.00 |
| | | | | | | | | 720.00 | 0.00 | |

01-2019 BEPSI-COLA

| | | | | | | | | | | |
|------------|-------------------|-------------|----|------------|---|------------|--------|-------------|----------|------|
| I 35515760 | | DRINK ORDER | AP | | R | 11/04/2016 | | 214.05 | 214.05CR | |
| | | G/L ACCOUNT | | | | | | 214.05 | | |
| | 001 5-465-2-65031 | CONCESSIONS | | | | | 214.05 | DRINK ORDER | | |
| | | | | REG. CHECK | | | | 214.05 | 214.05CR | 0.00 |
| | | | | | | | | 214.05 | 0.00 | |

01-2048 POOL TECH MIDWEST INC

| | | | | | | | | | | |
|--------------|-------------------|-------------|----|------------|---|------------|-------|-----------|---------|------|
| I 0225691-10 | | CHEMICALS | AP | | R | 12/04/2016 | | 36.06 | 36.06CR | |
| | | G/L ACCOUNT | | | | | | 36.06 | | |
| | 001 5-465-2-65020 | CHEMICALS | | | | | 36.06 | CHEMICALS | | |
| | | | | REG. CHECK | | | | 36.06 | 36.06CR | 0.00 |
| | | | | | | | | 36.06 | 0.00 | |

01-2057 LAUREN DISTRIBUTION INC

| | | | | | | | | | | |
|------------|-------------------|--------------------|----|------------|---|------------|--------|--------|----------|------|
| I 7465 40 | | OXYGEN | AP | | R | 12/04/2016 | | 288.40 | 288.40CR | |
| | | G/L ACCOUNT | | | | | | 288.40 | | |
| | 001 5-160-2-65070 | OPERATING SUPPLIES | | | | | 288.40 | OXYGEN | | |
| I 74715350 | | OXYGEN | AP | | R | 12/04/2016 | | 40.33 | 40.33CR | |
| | | G/L ACCOUNT | | | | | | 40.33 | | |
| | 001 5-160-2-65070 | OPERATING SUPPLIES | | | | | 40.33 | OXYGEN | | |
| | | | | REG. CHECK | | | | 328.73 | 328.73CR | 0.00 |
| | | | | | | | | 328.73 | 0.00 | |

PACKET: 02377 Council Mtg 110716 AL

VENDOR SET: 01

VENDOR SEQUENCE

| VENDOR | ITEM NO# | DESCRIPTION | BANK | CHECK | STAT | DUE DT | DISC DT | GROSS BALANCE | PAYMENT DISCOUNT | OUTSTANDING |
|----------------|----------------------------|--------------------------------|------|------------|------|------------|-----------|------------------------------|------------------|-------------|
| ----- | | | | | | | | | | |
| 01-2084 | OC ANALYTICAL SERVICES LLC | | | | | | | | | |
| I 1610032 | | WASTEWATER TESTING | AP | | R | 11/04/2016 | | 1,531.00 | 1,531.00CR | |
| | | G/L ACCOUNT | | | | | | 1,531.00 | | |
| | 610 5-815-2-64920 | TESTING FEES | | | | | 1,531.00 | WASTEWATER TESTING | | |
| | | | | REG. CHECK | | | | 1,531.00 | 1,531.00CR | 0.00 |
| | | | | | | | | 1,531.00 | 0.00 | |
| ----- | | | | | | | | | | |
| 01-2165 | SANDRY PIPE SUPPLY LLC | | | | | | | | | |
| I 51730 | | CHENGUARD DIRECT ATTACK FOA AP | | | R | 11/04/2016 | | 156.00 | 156.00CR | |
| | | G/L ACCOUNT | | | | | | 156.00 | | |
| | 001 5-150-2-65070 | OPERATING SUPPLIES | | | | | 156.00 | CHENGUARD DIRECT ATTACK FOAM | | |
| | | | | REG. CHECK | | | | 156.00 | 156.00CR | 0.00 |
| | | | | | | | | 156.00 | 0.00 | |
| ----- | | | | | | | | | | |
| 01-2169 | SHERMCO INDUSTRIES INC | | | | | | | | | |
| I 16-09782 | | GENERATOR INSTALL PROJECT AP | | | R | 11/04/2016 | | 10,000.00 | 10,000.00CR | |
| | | G/L ACCOUNT | | | | | | 10,000.00 | | |
| | 311 5-821-2-64070 | ENGINEERING | | | | | 10,000.00 | GENERATOR INSTALL PROJECT | | |
| | | | | REG. CHECK | | | | 10,000.00 | 10,000.00CR | 0.00 |
| | | | | | | | | 10,000.00 | 0.00 | |
| ----- | | | | | | | | | | |
| 01-2243 | ARMIT & BUCK PAPER CO | | | | | | | | | |
| I 201611045403 | | OPERATING SUPPLIES AP | | | R | 12/04/2016 | | 42.91 | 42.91CR | |
| | | G/L ACCOUNT | | | | | | 42.91 | | |
| | 001 5-210-2-65070 | OPERATING SUPPLIES | | | | | 42.91 | OPERATING SUPPLIES | | |
| I 201611045402 | | SIDEWALK PROJECT SUPPLIES AP | | | R | 12/04/2016 | | 857.52 | 857.52CR | |
| | | G/L ACCOUNT | | | | | | 857.52 | | |
| | 001 5-212-2-63991 | MAINTENANCE | | | | | 857.52 | SIDEWALK PROJECT SUPPLIES | | |
| I 201611045410 | | OPERATING SUPPLIES AP | | | R | 12/04/2016 | | 37.84 | 37.84CR | |
| | | G/L ACCOUNT | | | | | | 37.84 | | |
| | 630 5-820-2-65070 | OPERATING SUPPLIES | | | | | 37.84 | OPERATING SUPPLIES | | |
| I 201611045411 | | BLDG MAINT SUPPLIES AP | | | R | 12/04/2016 | | 61.22 | 61.22CR | |
| | | G/L ACCOUNT | | | | | | 61.22 | | |
| | 001 5-212-2-63991 | MAINTENANCE | | | | | 61.22 | BLDG MAINT SUPPLIES | | |

PACKET: 02377 Council Mtg 110716 AL

VENDOR SET: 01

VENDOR SEQUENCE

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

| | | | | | | | | | | |
|--|--|--|--|------------|--|--|--|--------|----------|------|
| | | | | REG. CHECK | | | | 999.49 | 999.49CR | 0.00 |
| | | | | | | | | 999.49 | 0.00 | |

01-1239 STATE HYGIENIC LABORATORY

| | | | | | | | | | | |
|---------|-------------------|---------------------|----|------------|---|------------|--------|---------------------|----------|------|
| I 93365 | | WEST LAGOON TESTING | AP | | R | 12/04/2016 | | 459.50 | 459.50CR | |
| | | G/L ACCOUNT | | | | | | 459.50 | | |
| | 610 5-815-2-64121 | HEALTH SERVICES | | | | | 459.50 | WEST LAGOON TESTING | | |
| | | | | REG. CHECK | | | | 459.50 | 459.50CR | 0.00 |
| | | | | | | | | 459.50 | 0.00 | |

01-1690 STOREY NEWORTHY/MATT PARRO

| | | | | | | | | | | |
|----------|-------------------|---------------------------|----|------------|---|------------|--------|---------------------------|----------|------|
| I 427756 | | UTILITY BILLING ENVELOPES | AP | | R | 12/04/2016 | | 587.72 | 587.72CR | |
| | | G/L ACCOUNT | | | | | | 587.72 | | |
| | 630 5-822-2-65060 | OFFICE SUPPLIES | | | | | 117.55 | UTILITY BILLING ENVELOPES | | |
| | 600 5-811-2-65060 | OFFICE SUPPLIES | | | | | 117.55 | UTILITY BILLING ENVELOPES | | |
| | 640 5-826-2-65060 | OFFICE SUPPLIES | | | | | 117.54 | UTILITY BILLING ENVELOPES | | |
| | 610 5-815-2-65060 | OFFICE SUPPLIES | | | | | 117.54 | UTILITY BILLING ENVELOPES | | |
| | 670 5-840-2-65060 | OFFICE SUPPLIES | | | | | 117.54 | UTILITY BILLING ENVELOPES | | |
| | | | | REG. CHECK | | | | 587.72 | 587.72CR | 0.00 |
| | | | | | | | | 587.72 | 0.00 | |

01-2160 STUART C IRBY CO

| | | | | | | | | | | |
|------------------|-------------------|-----------------------|----|------------|---|------------|--------|-----------------------|----------|------|
| I 8009708114.692 | | SINGLE PHASE BRACKETS | AP | | R | 11/04/2016 | | 974.13 | 974.13CR | |
| | | G/L ACCOUNT | | | | | | 974.13 | | |
| | 630 5-820-2-65302 | OVERHEAD SUPPLIES | | | | | 974.13 | SINGLE PHASE BRACKETS | | |
| | | | | REG. CHECK | | | | 974.13 | 974.13CR | 0.00 |
| | | | | | | | | 974.13 | 0.00 | |

01-2318 SURETIT COMPANIES

| | | | | | | | | | | |
|-----------|-------------------|--------------------------------|----|--|---|------------|-------|----------------------------|---------|--|
| C 115936 | | EXTINGUISHER SERVICE | AP | | R | 11/04/2016 | | 4.00CR | 4.00 | |
| | | G/L ACCOUNT | | | | | | 4.00CR | | |
| | 001 5-150-2-63500 | OPERATIONAL EQUIPT MAINT & REP | | | | | 4.00 | EXTINGUISHER SERVICE | | |
| I 1147362 | | FIRE EXTINGUISHER SERVICES | AP | | R | 11/04/2016 | | 93.00 | 93.00CR | |
| | | G/L ACCOUNT | | | | | | 93.00 | | |
| | 001 5-150-2-63500 | OPERATIONAL EQUIPT MAINT & REP | | | | | 93.00 | FIRE EXTINGUISHER SERVICES | | |

VENDOR SEQUENCE

| VENDOR | ITEM NO# | DESCRIPTION | BANK | CHECK | STAT | DUE DT | DISC DT | GROSS BALANCE | PAYMENT DISCOUNT | OUTSTANDING |
|-----------|-------------------|--------------------------------|------|------------|------|------------|---------|----------------------------|------------------|-------------|
| I 1151402 | | FIRE EXTINGUISHER SERVICES | AP | | R | 11/04/2016 | | 194.50 | 194.50CR | |
| | | G/L ACCOUNT | | | | | | 194.50 | | |
| | 001 5-150-2-63500 | OPERATIONAL EQUIPT MAINT & REP | | | | | 194.50 | FIRE EXTINGUISHER SERVICES | | |
| | | | | REG. CHECK | | | | 283.50 | 283.50CR | 0.00 |
| | | | | | | | | 283.50 | 0.00 | |

01-2317 T & H CLOTHING CO.

| | | | | | | | | | | |
|--------|-------------------|------------------------|----|------------|---|------------|--------|------------------------|------------|------|
| I 1567 | | EMBROIDERY ON 5 SHIRTS | AP | | R | 12/04/2016 | | 20.00 | 20.00CR | |
| | | G/L ACCOUNT | | | | | | 20.00 | | |
| | 001 5-525-2-64350 | UNIFORMS/EQUIPMENT | | | | | 20.00 | EMBROIDERY ON 5 SHIRTS | | |
| I 1569 | | BOOTS - ADAM FITCH | AP | | R | 12/04/2016 | | 150.00 | 150.00CR | |
| | | G/L ACCOUNT | | | | | | 150.00 | | |
| | 640 5-625-2-64350 | UNIFORMS/EQUIPMENT | | | | | 150.00 | BOOTS - ADAM FITCH | | |
| I 1570 | | 48 BASKETBALLS | AP | | R | 12/04/2016 | | 864.00 | 864.00CR | |
| | | G/L ACCOUNT | | | | | | 864.00 | | |
| | 001 5-446-2-65070 | OPERATING SUPPLIES | | | | | 864.00 | 48 BASKETBALLS | | |
| I 1587 | | 57 BASKETBALL T-SHIRTS | AP | | R | 12/04/2016 | | 356.25 | 356.25CR | |
| | | G/L ACCOUNT | | | | | | 356.25 | | |
| | 001 5-446-2-64350 | UNIFORMS/EQUIPMENT | | | | | 356.25 | 57 BASKETBALL T-SHIRTS | | |
| | | | | REG. CHECK | | | | 1,390.25 | 1,390.25CR | 0.00 |
| | | | | | | | | 1,390.25 | 0.00 | |

01-2562 VERNER SALES & SERVICE INC

| | | | | | | | | | | |
|------------|-------------------|-------------------------|----|------------|---|------------|--------|--------------------------|----------|------|
| I 00515788 | | REPAIR LIPS ON TRENCHER | AP | | R | 12/04/2016 | | 986.76 | 986.76CR | |
| | | G/L ACCOUNT | | | | | | 986.76 | | |
| | 810 5-899-2-63321 | REPAIR PARTS | | | | | 986.76 | REPAIR PARTS ON TRENCHER | | |
| I 00515884 | | FILLER CAP #20 | AP | | R | 12/04/2016 | | 6.87 | 6.87CR | |
| | | G/L ACCOUNT | | | | | | 6.87 | | |
| | 810 5-899-2-63321 | REPAIR PARTS | | | | | 6.87 | FILLER CAP #20 | | |
| | | | | REG. CHECK | | | | 993.63 | 993.63CR | 0.00 |
| | | | | | | | | 993.63 | 0.00 | |

VENDOR SET: 01

VENDOR SEQUENCE

| VENDOR | ITEM NO# | DESCRIPTION | BANK | CHECK | STAT | DUE DT | DISC DT | GROSS BALANCE | PAYMENT DISCOUNT | OUTSTANDING |
|---------|-------------------|--------------------|------|-------|------|------------|---------|---------------|--------------------|-------------|
| ----- | | | | | | | | | | |
| 01-2574 | WALMART COMMUNITY | | | | | | | | | |
| I 187 | | MISC SUPPLIES | AP | | R | 12/04/2016 | | 39.23 | 39.23CR | |
| | | G/L ACCOUNT | | | | | | 39.23 | | |
| | 001 5-160-2-65980 | MISCELLANEOUS | | | | | | 39.23 | MISC SUPPLIES | |
| I 2337 | | MISC SUPPLIES | AP | | R | 12/04/2016 | | 95.00 | 95.00CR | |
| | | G/L ACCOUNT | | | | | | 95.00 | | |
| | 001 5-160-2-65980 | MISCELLANEOUS | | | | | | 95.00 | MISC SUPPLIES | |
| I 324 | | MISC SUPPLIES | AP | | R | 12/04/2016 | | 20.76 | 20.76CR | |
| | | G/L ACCOUNT | | | | | | 20.76 | | |
| | 001 5-110-2-65980 | MISCELLANEOUS | | | | | | 20.76 | MISC SUPPLIES | |
| I 7406 | | OPERATING SUPPLIES | AP | | R | 12/04/2016 | | 71.10 | 71.10CR | |
| | | G/L ACCOUNT | | | | | | 71.10 | | |
| | 001 5-150-2-65070 | OPERATING SUPPLIES | | | | | | 71.10 | OPERATING SUPPLIES | |
| I 9175 | | MISC SUPPLIES | AP | | R | 12/04/2016 | | 16.78 | 16.78CR | |
| | | G/L ACCOUNT | | | | | | 16.78 | | |
| | 001 5-650-2-65980 | MISCELLANEOUS | | | | | | 16.78 | MISC SUPPLIES | |
| I 9175 | | MISC SUPPLIES | AP | | R | 12/04/2016 | | 13.24 | 13.24CR | |
| | | G/L ACCOUNT | | | | | | 13.24 | | |
| | 001 5-525-2-65980 | MISCELLANEOUS | | | | | | 13.24 | MISC SUPPLIES | |
| | | | | | | | | 256.11 | 256.11CR | 0.00 |
| | | | | | | | | 256.11 | 0.00 | |
| ----- | | | | | | | | | | |

01-2640 HUNDLING SUPPLIES INC

| | | | | | | | | | | |
|----------|-------------------|----------------------|----|--|---|------------|--|--------|----------------------|------|
| I 658486 | | 8.72 TN WASHED CHIPS | AP | | P | 12/04/2016 | | 103.77 | 103.77CR | |
| | | G/L ACCOUNT | | | | | | 103.77 | | |
| | 001 5-291-2-65070 | OPERATING SUPPLIES | | | | | | 103.77 | 8.72 TN WASHED CHIPS | |
| I 659447 | | 64.54 TN ROAD STONE | AP | | P | 12/04/2016 | | 609.90 | 609.90CR | |
| | | G/L ACCOUNT | | | | | | 609.90 | | |
| | 001 5-291-2-65070 | OPERATING SUPPLIES | | | | | | 609.90 | 64.54 TN ROAD STONE | |
| | | | | | | | | 713.67 | 713.67CR | 0.00 |
| | | | | | | | | 713.67 | 0.00 | |
| ----- | | | | | | | | | | |

VENDOR SEQUENCE

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

01-2650 WESCO RECEIVABLES CORP

| | | | | | | | | | |
|----------|-------------------|-----------------------|----|--|---|------------|----------|------------|-----------------------|
| I 499565 | | 2000' SWEETBRIAR WIRE | AP | | R | 12/04/2016 | 2,546.60 | 2,546.60CR | |
| | | G/L ACCOUNT | | | | | 2,546.60 | | |
| | 630 5-820-2-65304 | UNDERGROUND SUPPLIES | | | | | 2,546.60 | | 2000' SWEETBRIAR WIRE |
| I 508193 | | PUSH ON COUPLINGS | AP | | R | 12/04/2016 | 41.41 | 41.41CR | |
| | | G/L ACCOUNT | | | | | 41.41 | | |
| | 630 5-820-2-65302 | OVERHEAD SUPPLIES | | | | | 41.41 | | PUSH ON COUPLINGS |
| | | | | | | | | | |
| | | | | | | | 2,588.01 | 2,588.01CR | 0.00 |
| | | | | | | | 2,588.01 | 0.00 | |

01-2700 XEROX CORPORATION

| | | | | | | | | | |
|-------------|-------------------|--------------------------------|----|--|---|------------|----------|------------|---------------------|
| I 086753050 | | BASE & COPY CHARGES | AP | | R | 12/04/2016 | 1,296.03 | 1,296.03CR | |
| | | G/L ACCOUNT | | | | | 1,296.03 | | |
| | 835 5-899-2-65070 | OPERATING SUPPLIES | | | | | 559.94 | | BASE & COPY CHARGES |
| | 835 5-899-2-64151 | COMMERCIAL EQPT RENTAL & LEASE | | | | | 736.09 | | BASE & COPY CHARGES |
| | | | | | | | | | |
| | | | | | | | 1,296.03 | 1,296.03CR | 0.00 |
| | | | | | | | 1,296.03 | 0.00 | |

REPORT TOTALS

FUND DISTRIBUTION

| FUND NO# | FUND NAME | AMOUNT |
|--------------|---------------------------|-------------|
| 001 | GENERAL GOVERNMENT | 24,786.17CR |
| 160 | ECONOMIC/INDUSTRIAL DEVEL | 205.01CR |
| 311 | ADDTNL GENERATION PPJCT | 14,722.90CR |
| 600 | WATER OPERATING | 933.99CR |
| 610 | WASTEWATER/AKA SEWER REVE | 2,479.95CR |
| 630 | ELECTRIC OPERATING | 12,658.53CR |
| 640 | GAS OPERATING | 355.36CR |
| 660 | AIRPORT OPERATING | 7,315.89CR |
| 670 | GARBAGE COLLECTION | 141.27CR |
| 750 | CEMETERY ENTERPRISE | 387.00CR |
| 810 | CENTRAL GARAGE | 4,858.16CR |
| 835 | ADMINISTRATIVE SERVICES | 4,002.58CR |
| ** TOTALS ** | | 72,836.81CR |

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 | | 72,836.81 | 72,673.44CR | 0.00 |
| | | 72,836.81 | 163.37CR | |
| 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 | | 72,836.81 | 72,673.44CR | 0.00 |
| | | 72,836.81 | 163.37CR | |

TOTAL CHECKS TO PRINT: 57

ERRORS: 0 WARNINGS: 0

City One Card Purchases

Statement Date
09/26/2016

11/03/2016 2:52 PM

| City Credit Card Statement | | Card Til | 7,998.34 |
|---|----------------------|----------|-----------------|
| City Card - Check out card | | | |
| Travel Training - Cracker Barrel, Zombie Burger, Days-Inn | | 245.73 | |
| Training - Amazon | | 19.63 | |
| Office Supplies - Amazon | | 41.96 | |
| Travel Training - Comfort Inn | | 279.98 | |
| Misc Supplies - Everything Track & Field, Any Promo, Trophy Depot | | 530.89 | |
| | Total Charges | | 1,118.19 |
| Ambulance - One Card | | | |
| Training - Amazon, Castlebranch App (background checks) | | 1,830.85 | |
| | Total Charges | | 1,830.85 |
| Public Works - One Card | | | |
| Fuel - BP, Raceway Gas | | 75.00 | |
| Office Supplies - Walmart | | 73.77 | |
| Small Tools - Cannon Auction Service | | 143.00 | |
| Travel Training - AmericInn | | 120.95 | |
| | Total Charges | | 412.72 |
| Electric - One Card | | | |
| Training - Code Handl Book, NFPA | | 348.45 | |
| Misc Supplies - Pizza Hut | | 19.71 | |
| Postage/Shipping - USPS | | 6.47 | |
| Telecommunications Supplies - Otterbox | | 14.95 | |
| Misc Supplies - Walmart | | 36.64 | |
| Operating Supplies - Battery Sharks | | 33.05 | |
| Operating Supplies - Car Cover USA | | 249.99 | |
| | Total Charges | | 709.25 |
| Gas - One Card | | | |
| Small Tools - Paypal | | 131.45 | |
| | Total Charges | | 131.45 |
| Library - One Card | | | |
| Postage/Shipping - USPS | | 183.52 | |
| Office Supplies - Laminator.com, Demco | | 363.11 | |
| Materials - Amazon | | 2,133.80 | |
| Program Supplies - Walmart | | 8.08 | |
| Misc Supplies - Holiday Signs | | 38.95 | |
| | Total Charges | | 2,733.06 |
| JKFAC/Recreation - One Card | | | |
| Office Supplies - Walmart, Staples | | 91.04 | |
| Operating Supplies - Walmart, Fastenal | | 36.48 | |
| Operating Supplies - Walmart | | 70.36 | |
| Operating Supplies - Swing Set Mall | | 301.75 | |
| | Total Charges | | 499.63 |
| Comm Dev - One Card | | | |
| Postage/Shipping - USPS | | 37.50 | |
| | Total Charges | | 37.50 |
| Finance Director - One Card | | | |
| Training - Iowa League of Cities | | 250.00 | |
| Travel Training - Holiday Inn | | 275.68 | |

City One Card Purchases

Statement Date
09/26/2016

11/03/2016 2:52 PM

| | | |
|------------------------|--|-----------------|
| Total Charges | | 525.68 |
| Statement Total | | 7,998.34 |

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

| | |
|---------------------|--|
| DATE: | November 7th 2016 |
| AGENDA ITEM: | Substation Batteries |
| ACTION: | Council Consideration, Motion and roll call vote to approve, deny, or table for further consideration. |

SYNOPSIS: The current Substation batteries are failing and a new charger is also needed. The current batteries are 12 years old the plates are sulfating and the battery cases have cracked. The typical lifespan of substation batteries ranges from 7 to 10 years' dependent upon how many times a complete discharge has taken place, full discharges weaken the life of a typical lead acid battery. 10year plan recommended replacement at 10 years of age. Batteries have failed load testing.

The battery charger is unfiltered and is currently undersized, we only have 2 amps of charging capacity and the Substation could use something more in the range of 8 amps to restore the batteries more efficiently. The current charger is also a non-filtered unit from the late 70s to early 80's. AC when converted to DC can cause a ripple wave and can damage to sensitive electronic DC Relays or cause them to work improperly or not at all.

I have reviewed this with Owen Wyatt from SHERMCO and they do recommend the filtered charger.

I have two quotes listed below one from Altorfer and also Storage Battery Solutions

Altorfer quote: \$15,385.00 (Charger Not Included) Tax not included

SBS systems: \$12,491.60 (Charger Included) Tax not included

Was not budgeted but after review the money would be transferred from Underground Supplies Item number. I Recommend the SBS Quote

BUDGET ITEM: 630-5-820-2-65305, transferred to and expended from 630-5-821-2-63500 Operational Equipment Maintenance and Repair.

RESPONSIBLE DEPARTMENT: Electric Superintendent

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

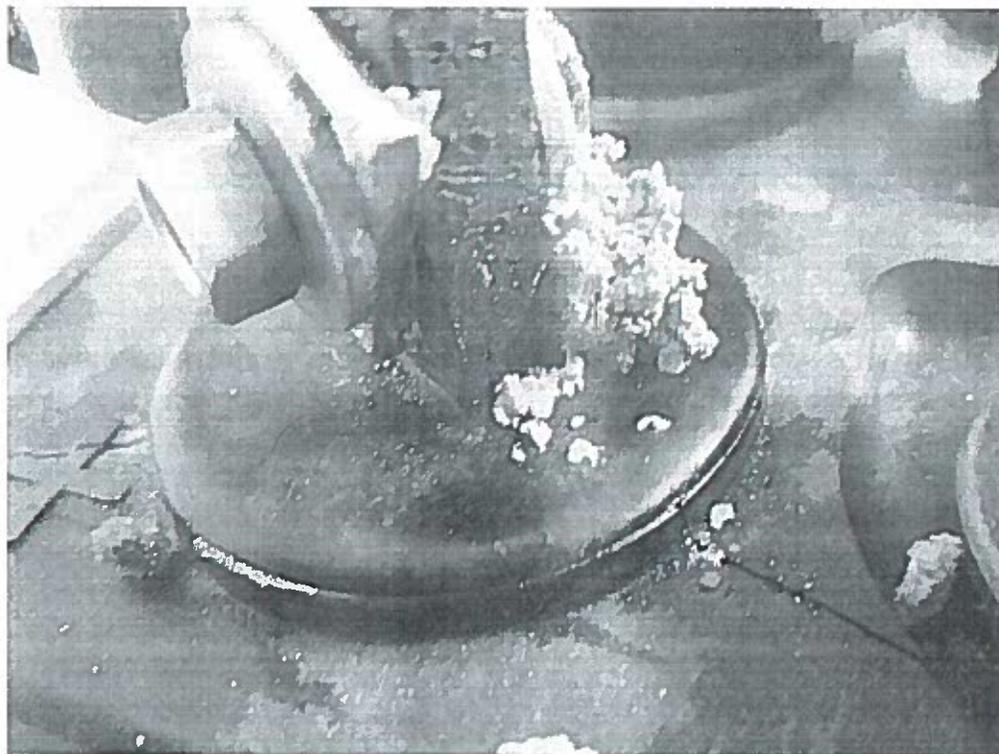
Agenda Item L-2

PREPARED BY: Floyd Taber

DATE PREPARED: November 1st 2016



Plates are sulfating and warping.



Battery tops are cracking and releasing Hydrogen Sulfide Gasses. Hydrogen Sulfide gas is extremely toxic and highly corrosive to the Substation Environment.

CITY OF TIPTON
407 LYNN ST
TIPTON 52772-1633

| CUSTOMER NO. | CONTACT | PHONE NO. | FAX NO. | EMAIL |
|--------------|-------------|--------------|----------------|-----------------------|
| 601540 | Floyd Taber | 563-886-6187 | | ftaber@tiptoniowa.org |
| QUOTE NO. | OPP. NO. | DATE | WORK ORDER NO. | |
| 105156 | 118646 | 4/19/2016 | | |
| MAKE | MODEL | SERIAL NO. | UNIT NO. | |
| | | | | 0 |
| NOTES | | | | |

SEGMENT: 01 **INSPECT ENGINE & GENERATOR (040 1021)**

NOTES:

Change oil and fuel filters and add make up oil. Make oil provided by customer. Also included is the oil suction gun and tubing to draw oil samples out of the crankcase. Option III oil samples are recommended for extended oil changes. The Option III checks the total base number and total acid number.

Parts

| Qty | Part Number | Description | Unit Price | Ext Price |
|-----|-------------|--------------------|---------------------|---------------|
| 1 | 1U5718 | PUMP | 30.28 | 30.28 |
| 1 | 1U8757 | TUBING | 5.77 | 5.77 |
| 4 | P550849 | F/W SEPERATOR CART | 29.67 | 118.68 |
| 4 | P554000 | FUEL FILTER | 37.76 | 151.04 |
| 2 | OPTION III | OIL ANALYSIS | 24.50 | 49.00 |
| 10 | 0031845301 | OIL FILTER | 50.39 | 503.90 |
| | | | Total Parts: | 858.67 |

Labor

| Qty | Chg Code | Description | Unit Price | Ext Price |
|-----|----------|-------------|---------------------|---------------|
| 3 | 001 | Field Labor | 127.00 | 381.00 |
| | | | Total Labor: | 381.00 |

Misc

| Qty | Chg Code | Description | Unit Price | Ext Price |
|-----|----------|-------------|--------------------|-------------|
| | | | Total Misc: | 0.00 |

Segment 01 Total: 1,239.67

SEGMENT: 02 **REPLACE WITH NEW BATTERY (511 1401)**

NOTES:

Remove and dispose of old station batteries and install new C&D station batteries.

Parts

| Qty | Part Number | Description | Unit Price | Ext Price |
|-----|-------------|-------------|---------------------|-------------|
| | | | Total Parts: | 0.00 |

Labor

| Qty | Chg Code | Description | Unit Price | Ext Price |
|-----|----------|-------------|---------------------|-------------|
| | | | Total Labor: | 0.00 |

Misc

| Qty | Chg Code | Description | Unit Price | Ext Price |
|-----|----------|------------------------------------|--------------------|------------------------------------|
| 1 | 001 | CD Batteries Installation Disposal | 15,385.00 | 15,385.00 |
| | | | Total Misc: | 15,385.00 |
| | | | | Segment 02 Total: 15,385.00 |

SEGMENT: 03 REPLACE WITH NEW RADIATOR SHUTTER (511 1396 I7)
 NOTES:
 This portion of the quote will need assistance from City personnel to remove the radiator outlet screen either before or while the Altorfer tech is on site.

Parts

| Qty | Part Number | Description | Unit Price | Ext Price |
|-----|-------------|-------------|---------------------|-----------|
| | | | Total Parts: | 0.00 |

Labor

| Qty | Chg Code | Description | Unit Price | Ext Price |
|-----|----------|----------------------|---------------------|-----------|
| 4 | 001 | Replace Louver Motor | 127.00 | 508.00 |
| | | | Total Labor: | 508.00 |

Misc

| Qty | Chg Code | Description | Unit Price | Ext Price |
|-----|----------|-----------------------|--------------------|-----------|
| 1 | 001 | Honeywell Motor | 387.52 | 387.52 |
| 1 | 002 | Motor Inbound Freight | 35.00 | 35.00 |
| | | | Total Misc: | 422.52 |

Segment 03 Total: 930.52

SEGMENT: 99 TRAVEL TO & FROM (056)
 NOTES:
 One trip quoted for the filter change and motor replacement.

Parts

| Qty | Part Number | Description | Unit Price | Ext Price |
|-----|-------------|-------------|---------------------|-----------|
| | | | Total Parts: | 0.00 |

Labor

| Qty | Chg Code | Description | Unit Price | Ext Price |
|-----|----------|--------------|---------------------|-----------|
| 2 | 001 | Travel Labor | 93.00 | 186.00 |
| | | | Total Labor: | 186.00 |

Misc

| Qty | Chg Code | Description | Unit Price | Ext Price |
|-----|----------|-------------|--------------------|-----------|
| 80 | 001 | Mileage | 2.15 | 172.00 |
| | | | Total Misc: | 172.00 |

Segment 99 Total: 358.00

Total Segments: 17,913.19

Total Estimate (Before Taxes) 17,913.19

NOTES:

- This estimate will expire 30 days from the estimate date.
- Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
- Terms: Net 1-10th Prox.
- Sales Taxes where applicable are not included with the above prices.
- Ask about Cat Financial Payment options.
- Caterpillar REMAN parts will be utilized, where applicable.
- Above pricing assumes all REMAN cores will meet Caterpillar Full Core Credit criteria. If cores do not meet the Caterpillar Full Core Credit criteria, additional charges will apply.
- Any additional repairs found during disassembly or testing will be quoted at that time.
- If parts needed on emergency order basis, extra order processing fee and expedited shipping cost may apply.

ESTIMATED REPAIR TIME: _____ *from start date*
"The Signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO# _____, *Authorized Name* _____ *Please Print.*

Date _____ / _____ / _____ . _____ *Signature*

Any Questions? Please Call John Deputy at 319/365-6500 ext. 2291.

October 17, 2016
Our Reference: Q130913.02

Tipton, City of (IA)
407 Lynn St
Tipton IA 52772
Attention: Floyd Taber

Re: Replacements STT12V100

We appreciate the opportunity to quote. Per your requirements we suggest the following:

| Ln | Item | Qty | Unit Cost | Total |
|----|---|-------|-----------|---------|
| 1 | STT12V100 Tubular Plate 12 Volt 110ah Block | 10.00 | 589.41 | 5894.10 |
| 2 | AT10-130-012F240SXXX 130V 12A Filtered Charger with standard features, 120/208/240Vac | 1.00 | 3230.00 | 3230.00 |
| 3 | FR-ST Freight Prepaid & Add | 1.00 | | TBD |
| 4 | * Service Call Removal and recycling of old cells, installation of new battery, and commission of the charger | 1.00 | 3367.50 | 3367.50 |

*** SBS Installation and Disposal**

Price includes: Removal and proper disposal of the existing battery system per EPA regulations and installation of the new battery system.

Price includes: Labor, travel, per diem, misc. cable, lugs, and installation material.

Work to be performed during standard business hours – Contact SBS if the work is to be performed between 5:00 P.M. and 6:59A.M.

The charger must be installed by a license electrician prior to SBS arrival.

Temporary battery string is included.

Installation/Disposal Notes:

1. Price assumes existing main cable will work and no cable needs to be pulled.
2. If needed the existing area where current batteries are placed will be properly cleaned prior to installation of new battery string and spill containment system.
3. Each connection will be terminated per specification or SBS recommendation using proper insulated tooling for safety.
4. Battery assembly will be done to manufacturer's (SBS) specifications. Each connection will be properly greased (with No-ox) and torqued to specification upon installation.
5. Each piece of equipment will accompany documentation of full operation and maintenance procedures. If requested SBS will conduct a brief training session on the operating parameters of equipment that is installed for the personnel that will be operating and monitoring the equipment.
6. Installation of the charger to be done by licensed electrician provided by customer(all cable hook ups (AC/DC/alarms) etc.
7. Proper clean up from completed job will be performed prior to leaving the site.

8. Conduct an impedance test on all battery strings and adjust rectifiers to proper float and equalize voltage prior to departure.

Quote Total -----\$12,491.60

Notes/Clarification/Exceptions:

• **Delivery:** Batteries are in stock - pending prior sales. Charger is 3-4 weeks.
FOB: SBS - Prepaid and added to invoice or collect (unless noted differently above)

Validity: This quote is valid for 60 days from the above date.

Sales Tax: Pricing does not include any applicable sales tax or duties

2.5% Surcharge added to all Credit Card transactions over \$5,000.00

Return of equipment in 'like new' condition accepted within 30 days of receipt

- 25% restocking fee for batteries / 50% restocking fee for all other products
- Customer is responsible for ALL applicable shipping charges on orders returned
- Open boxes or used equipment is non -returnable

SBS has been supplying quality DC power products to industries since 1915. Should you have any questions please do not hesitate to contact me directly at (262) 946-1344.

Sincerely,

Steve Jaworski

Regional Manager - Stationary Power Division

stevej@sbsbattery.com

Our quotation is based on our interpretation of the specification and/or the information provided. Carefully review the product literature to make sure that the product quoted meets your requirements.

Agenda Item L-3

AGENDA INFORMATION TIPTON CITY COUNCIL COMMUNICATION

| | |
|---------------------|--|
| DATE: | 11/2/2016 |
| AGENDA ITEM: | Tipton High School/Middle School City Ambassador |
| ACTION: | Motion to approve, deny or table |

SYNOPSIS:

I have talked with Tipton Superintendent, Dr. Marlene Johnson and Middle School Principal, Mrs. Sue O'Donnell regarding a high school student and middle school student becoming an ambassador for the City of Tipton on an annual basis.

Interested students will be asked to write a 50-500-word essay on "My Town Tipton." Possible topics:

1. Why is Tipton different from other communities
2. What is special about Tipton.
3. The vision of Tipton in the future and how they can help achieve that vision

Possible duties:

1. Attend 1 council meeting during their "term"
2. Lunch or dinner with the Mayor and/or visit the city departments heads
3. Attend with at least one Community Event – 4th of July parade, Tour of Lights and Trunk or Treat – encourage involvement with event
4. Development Director would take Ambassadors to Des Moines to the capital

I plan to check with some businesses for prizes for this duty. On the application I would list expectations and require parental/guardian signature.

I request help from 1-2 elected officials from the Council to judge the essays.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Approve, deny or table

ATTACHMENTS: None

PREPARED BY: Linda Beck

DATE PREPARED: 11/2/2016

Agenda Item L-4

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

| | |
|---------------------|----------------------------------|
| DATE: | 11/2/2016 |
| AGENDA ITEM: | Downtown Walk Around – by IEDA |
| ACTION: | Motion to approve, deny or table |

SYNOPSIS: Two Iowa Downtown Resource Center staff members with Iowa Economic Development Authority spend a morning or afternoon downtown Tipton. They take a short walking tour with community leaders. Then IDRC staff walk on their own with stops in businesses. IDRC staff follow up with a brief meeting with community leaders and a two-page summary of the visit.

Downtown walk can be scheduled for December 2016. If the weather is bad it would be rescheduled for spring of 2017. I also could arrange for a Main Street presentation that evening if the council desires. It would be for anyone interested.

These Downtown walks are designed for communities under 10,000 population.

Participating Communities will receive two free registrations to the next Iowa Downtown Conference.

The cost of this visit is \$300.00

BUDGET ITEM: Econ Dev, CD Projects: 001-5-525-2-65120

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Motion to approve, deny or table

ATTACHMENTS: General Info, Iowa EDA, Main Street Resource Center

PREPARED BY: Linda Beck

DATE PREPARED: 11/2/2016



WA
Iowa Economic Development Authority
Main Street Iowa - Iowa Downtown Resource Center
200 East Grand Avenue, Des Moines, Iowa 50309 1819

Cumulative Totals July 1, 1988 - Present to 8/31, 2015

- Net gain of new bus stops: 4,447
- Net gain of new jobs: 12,974
- Total number of volunteer hours: 2,838,045
- Number of building rehabs/sales: 14,763
- Total private dollars invested into downtown buildings: 1,604,526,292

These statistics are used to show the economic impact monitored in Iowa Main Street commercial districts. Success of the Main Street Program cannot be measured by numbers alone. Cumulative figures are condensed from reports submitted by each local Main Street Program. Each community's or neighborhood's population, size of project area, and local priorities vary.

2016 Downtown Forums ... Network With Your Neighbors

Downtown and community leaders across the state of Iowa are invited to attend a Downtown Forum in one of our four locations in June. The forums, presented by EDAs Downtown Resource Center, give communities the opportunity to talk to each other about their downtown ideas, successes and challenges. You may even steal an idea or two. Iowa Downtown Resource Center staff will facilitate discussions and give brief presentations related to downtown development. Our focus this year will be on downtown design issues such as building rehabilitation projects, incentives, maintenance programs and streetscape projects.

Participants are encouraged to come ready to share examples from their communities. And, we encourage you to bring photos of projects, marketing pieces or other visual examples of your successes. Upon RSVP, participants will receive a list of questions to consider in preparation for the day's discussion.

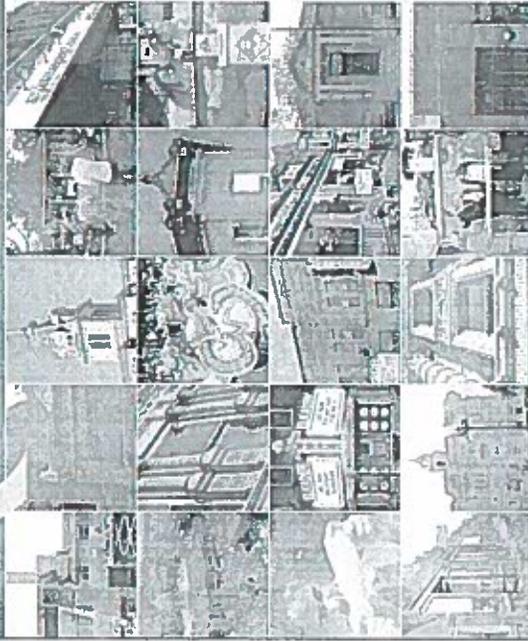
The Iowa Downtown Resource Center assists communities around the state in revitalizing their downtowns or traditional commercial districts. The Downtown Forums are free to attend. Look for registration information on the IEDA website in the near future.

Tuesday, June 7 - Clear Lake
City Park Bandshell Lakeview Room
10 North Lakeview Drive

Tuesday, June 21 - Albia
Albia Chamber of Commerce
18 S. Main Street

Wednesday, June 8 - Vinton
Kirkwood Community College
111 W. 3rd Street

Wednesday, June 22 - Carroll
Chamber Community Building
407 W. 5th Street



- Ames 515.233.3472
- Ankeny 712.307.0172
- Boone 319.434.6491
- Boonville 641.654.2309
- Bonaparte 319.592.3400
- Burlington 319.752.0365
- Cedar Falls 319.277.0213
- Cedar Rapids (Creech Village / New Bohemia) 319.437.9785
- Centerville 641.895.2068
- Central City 319.438.1761
- Chariton 641.774.4059
- Charles City 641.228.2335
- Colfax 515.674.9071
- Conrad 641.360.2108
- Corning 641.322.3243
- Davenport (Hilltop Campus Village) 563.322.8280
- Des Moines (8th Avenue Corridor) 515.314.4543
- Dubuque 563.588.4400
- Durbin 712.843.2164
- Elkador 563.245.2770
- Fort Madison 319.372.5471
- Graceland 641.743.8444
- Grundy Center 319.825.6742
- Guthrie Center 641.332.2074
- Hamilton County S.E.D. 515.832.8575
- Hampton 641.458.5068
- Iowa Falls 641.648.5549
- Jackson 515.386.3885
- Kokomo 319.524.5056
- Lansing 563.538.9279
- Le Mars 712.540.8821
- Manning 712.055.8240
- Marion 319.743.4726
- Marshalltown 641.844.2001
- Maquoketa 641.494.0003
- Mount Pleasant 319.385.3101
- Mount Vernon 319.210.9935
- New Hampton 641.394.2021
- Newton 641.792.5545
- Oskaloosa 641.342.4200
- Ottumwa 641.872.2591
- Osborne 641.709.3164
- Sac City 712.662.7316
- Scarsdale 712.262.7246
- Stanton Center 641.489.3002
- Story City 515.733.4214
- Washington 319.653.2918
- Waukon 319.291.2038
- Waverly 319.352.4526
- West Branch 319.643.7100
- West Des Moines (Safety Jurisdiction) 515.222.3642
- West Union 563.422.3070
- Woodburne 712.647.3134



iowaeconomicdevelopment.com

AGENDA ITEM L:5

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

| | |
|---------------------|--|
| DATE: | 11/3/2016 |
| AGENDA ITEM: | Consideration for Stryker cot maintenance plan. |
| ACTION: | Council Consideration, Motion to approve a maintenance contract with Stryker. Roll Call Vote to Approve, amend, table or deny. |

SYNOPSIS:

The Tipton Ambulance Service is in need of having maintenance done on both of its Stryker Power Cots which are used transporting patients. At this time, both Cots are in need of an annual inspection and replacement of their bearings. This proposal also provides the opportunity for the City to enter into a maintenance contract with Stryker Medical, to allow for annual maintenance/ inspections as well as the continued upkeep of these cots.

There are currently three maintenance options available for the Stryker cots:

1. Power Pro, Preventive Maintenance Inspection – Covers an annual on-site preventative maintenance check. The cost of parts, unscheduled service and labor for each cot are still incurred by the Service – \$498.00 per year total
2. Power Pro, Protect – Covers parts, labor, 1 annual inspection, unscheduled service and product and equipment checklist. Does not cover replacement of batteries – \$1,637.10 per year total
3. Power Pro, Protect 2-year agreement - Covers parts, labor, 1 annual inspection, unscheduled service and product and equipment checklist. This would also include the labor, parts and maintenance of bearings for both cot, which need to be replaced at this time. Does not cover replacement of batteries – \$3,852.20 for two years (Paid annually at \$1,926.00)

It is our recommendation that the Council considers option three as it allows for the immediate repair of the current cots as well as the future maintenance of these power cots.

These options would ensure that the City meets the requirements set forth by Iowa Administrative Ruling 132.8(5)(d):

All airway, electrical and mechanical equipment is kept clean and in proper operating condition.

Therefore, Council action to further consider this proposal shall be to set a hearing date for the September 19 Council meeting, and subsequently the date and time for bid opening and award for a ground lease.

BUDGET ITEM: Stryker Cot Maintenance

RESPONSIBLE DEPARTMENT: Ambulance

AGENDA ITEM L:5

MAYOR/COUNCIL ACTION: Motion to approve contract with Stryker, Roll Call Vote to Approve, amend, table or deny.

ATTACHMENTS: Ambulance Memo to City Manager referencing Stryker Cots

PREPARED BY: Brad Ratliff

DATE PREPARED: 11/3/2016



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

Mr. Tim Long
Interim City Manager
City of Tipton, Iowa
407 Lynn Street
Tipton, IA 52772

11/3/2016

Mr. Long,

It has recently come to my attention that the two Stryker power cots which the Tipton Ambulance Service operates have not been properly maintained as required by Iowa Administrative Rule 132.8(5) d. It is with this that I request a budgetary amendment to line item 001-5-160-2-63400 of the Tipton Ambulance Service Budget to allow for the addition of a maintenance contract for the Cots location within each Ambulance which the Service operates.

There are currently two options for maintenance which I have outlined below for your review and consideration. At this time, it has been recommending that both Stryker Cots be placed on a maintenance plan, their bearings replaced and their batteries be placed on a schedule to be replaced in the upcoming year.

1. Power Pro, Preventive Maintenance Inspection – Covers an annual on-site preventative maintenance check. The cost of parts, unscheduled service and labor for each cot are still incurred by the Service – \$498.00 per year total
2. Power Pro, Protect – Covers parts, labor, 1 annual inspection, unscheduled service and product and equipment checklist. Does not cover replacement of batteries – \$1,637.10 per year total
3. Power Pro, Protect 2-year agreement - Covers parts, labor, 1 annual inspection, unscheduled service and product and equipment checklist. This would also include the labor, parts and maintenance of bearings for both cot, which need to be replaced at this time. Does not cover replacement of batteries – \$3,852.20 for two years

After Discussing all of the options with our Stryker Field Service Representative, I recommend that you consider either option two or three. Both cots are in need of service to ensure their readiness during an emergency.

I look forward to hearing from you. Should you have any questions please do not hesitate to contact me.

Best,

Brad Ratliff
Director, Emergency Medical Services
City of Tipton, Iowa

EMS QUICK QUOTE



Sales Rep Name: Alison Rood
 Email: alison.rood@stryker.com
 Phone: 5634492442
 ProCare Tech: Ken Leslie

Date:08/31/2016

PROCARE PROPOSAL SUBMITTED TO:

Account Number (Ship to): 10666911 Contact Name: Brad
 Customer Name: Tipton Ambulance Phone: 5638866502
 Address: 407 Lynn Street Email:
 City, State Zip: Tipton, Ia 52772

CONTRACT INFORMATION:

Start Date:09/15/2016

End Date:09/14/2017

Length of Contract:1 yrs

PROCARE COVERAGE

| Product Name | Model Number | Contract Type | No. of Units | Annual Unit Price | Total |
|--------------|--------------|---------------|--------------|-------------------|------------|
| Power Pro | 6500 | Protect | 2 | \$963.00 | \$1,926.00 |

CONTRACT INCLUDES:

TOTALS:

| | | |
|--|----------------|------------|
| Protect Includes parts, labor, travel, 1 annual PM inspection, unscheduled service and product equipment checklists. Replacement parts do not include mattresses, batteries, and other disposable or expendable parts. | CONTRACT TOTAL | \$1,926.00 |
| | Discount (15%) | \$288.90 |
| | Final Total | \$1,637.10 |
| | Paid Annually | \$1,637.10 |
| | | |

This quote is valid for ninety (90) after the date indicated at the top of the quote. After 90 days, this quote will be null and void and a new quote will be required for contract terms.

Maintenance Inspection-Past Useful Life: This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

Customer Signature

Date

SERIAL NUMBER SHEET

| Item No. | Product Name | Model | Serial Number |
|----------|--------------|-------|---------------|
| 1 | Power Pro | 6500 | 070140495 |
| 2 | Power Pro | 6500 | 070739180 |

EMS QUICK QUOTE



Sales Rep Name: Alison Rood
 Email: Alison.rood@stryker.com
 Phone: 5634492442
 ProCare Tech: Ken Leslie

Date: 08/31/2016

PROCARE PROPOSAL SUBMITTED TO:

Account Number (Ship to): 1066911 Contact Name: Brad
 Customer Name: Tipton Ambulance Phone: 5638866502
 Address: 407 Lynn Street Email:
 City, State Zip: Tipton, Ia 52772

CONTRACT INFORMATION:

Start Date: 09/15/2016

End Date: 09/14/2018

Length of Contract: 2 yrs

PROCARE COVERAGE

| Product Name | Model Number | Contract Type | No. of Units | Annual Unit Price | Total |
|--------------|--------------|---------------|--------------|-------------------|------------|
| Power Pro | 6500 | Protect | 2 | \$1,926.00 | \$3,852.00 |

CONTRACT INCLUDES:

TOTALS:

Protect
 Includes parts, labor, travel, 1 annual PM inspection, unscheduled service and product equipment checklists. Replacement parts do not include mattresses, batteries, and other disposable or expendable parts.

CONTRACT TOTAL \$3,852.00

Final Total \$3,852.00

Paid Annually \$1,926.00

This quote is valid for ninety (90) after the date indicated at the top of the quote. After 90 days, this quote will be null and void and a new quote will be required for contract terms.

Maintenance Inspection-Past Useful Life: This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

 Customer Signature

 Date

SERIAL NUMBER SHEET

| Item No. | Product Name | Model | Serial Number |
|----------|--------------|-------|---------------|
| 1 | Power Pro | 6500 | 070739180 |
| 2 | Power Pro | 6500 | 070140495 |

This document sets forth the entire Product Service Plan Agreement (“Agreement”) between Stryker Medical, a division of Stryker Corporation, hereinafter referred to as Stryker, and, Tipton Ambulance hereinafter referred to as Customer. This is the entire Agreement and no other oral modifications are valid. This Agreement will remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. COVERAGE AND TERM

The product service plan coverage, term, start date, and price of the Service Plan appear on the Service Agreement attached and the Service Plan Covers the equipment set forth on Exhibit A (collectively, the “Equipment”).

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party’s written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify the schedule to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the service. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker’s then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker’s Service Representative will inspect each available item of Equipment as required in accordance with Stryker’s then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

5. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, your payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to

Stryker, to cancel any contract on the basis of payment default for any previous product or service provided by Stryker Sales Corporation or any of its affiliates.

6. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

7. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

8. OPERATION MAINTENANCE

Stryker's service is ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

9. SERVICE PLAN WARRANTY AND LIMITATIONS

During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Equipment and Equipment components repaired or replaced under this Service Plan continue to be warranted as described herein during the Service Plan term. When Equipment or component is replaced, the item provided in replacement will be the customer's property and the replaced item will be Stryker's property. If a refund is provided by Stryker, the Equipment for which the refund is provided must be returned to Stryker and will become Stryker's property. There are no express or implied warranties by Stryker other than the warranties hereinabove described with respect to the Service Plan or the Equipment covered thereunder, including without limitation, warranty of merchantability or fitness for a particular purpose. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) Abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker Maintenance Manual or Operating Instructions. (2) Accidents (3) Catastrophe (4) Acts of God (5) Any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of Stryker Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan and complimentary loaner programs if Equipment is used with accessories not manufactured by Stryker.

10. WAIVER EXCLUSIONS

No failure to exercise, and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker

shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

11. LIMITATION OF LIABILITY

Stryker's liability on any claim whether in contract or otherwise, for any loss or damage arising out of, connected with or resulting from the repair of any product furnished hereunder shall in no event exceed the price paid for said repair which gives rise to the claim. In no event shall Stryker be liable for incidental, consequential or special damages. Notwithstanding the foregoing, nothing herein shall be deemed to disclaim Stryker's liability to third parties resulting from the sole negligence of Stryker as determined by a court of law.

12. TERMINATION

The Agreement may be canceled by either party by giving a thirty (30) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement.

13. FORCE MAJEURE

Neither Party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the Party hindered or delayed immediately notifies the other Party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

14. INDEMNIFICATION

Stryker shall indemnify and hold Customer harmless from any loss, damage, cost or expense that Customer may incur by reason of or arising out of (1) any injury (including death) to any person arising from Stryker's providing services pursuant to this Agreement, not caused by the gross negligence or willful misconduct or omission of Customer, or (2) any property damage caused by the gross negligence or willful misconduct or omissions by Stryker or Stryker's employees agents, or contractors. The foregoing indemnification will not apply to any liability arising from (i) an injury due to the negligence of any person other than Stryker's employee or agent, (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of a product(s), or (iii) the use of any product or part not purchased from Stryker or product or part that has been modified, altered or repaired by any person other than Stryker's employee or agent. Except as specifically provided herein, Stryker is not responsible for any losses or injuries arising from the selection, manufacture, installation, operation, condition, possession, or use of a Product. Customer agrees to hold Stryker harmless

from and indemnify Stryker for any claims or losses or injuries arising from (i), (ii), or (iii) above arising as a result of Customer's or its employees', representatives' or agents' actions.

15. INSURANCE REQUIREMENTS

Stryker shall maintain from insurers (with an A.M. Best rating of not less than A-) the following insurance coverages during the term of this Agreement: (i) commercial general liability coverage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile insurance with combined single limits of \$1,000,000 for owned, hired, and non-owned vehicles; (iii) worker's compensation insurance as required by applicable law. Stryker's general liability insurance policy shall include Customer as an additional insured. Certificates of insurance shall be provided by Stryker prior to commencement of the services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self insurance. If we elect to self-insure, such self-insurance shall also be administered pursuant to a reasonable self-insurance program crafted by Stryker and reasonably accepted by Customer.

16. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide items or services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

17. COMPLIANCE

To the extent required by law the following provision applies: Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing services and/or products pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of

such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

18. HIPAA

All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived from or obtained during the course of the Agreement, shall be treated by both parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent Stryker in the future becomes a business associate of Customer, the parties agree to negotiate to amend the Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the Agreement will immediately terminate.

19. ASSIGNMENT

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by successors and assigns of the parties to this Agreement.

20. SEVERABILITY OF PROVISIONS

The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement.

21. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan.

AGENDA ITEM L-6

AGENDA INFORMATION TIPTON CITY COUNCIL COMMUNICATION

| | |
|---------------------|--|
| DATE: | 11/7/2016 |
| AGENDA ITEM: | Award Contract for a 20 Year Ground Lease of 60' x 60' Space at Matthews Memorial Airport. |
| ACTION: | Council Consideration, Motion and Roll Call Vote to Approve, Amend, Table or Deny. |

SYNOPSIS:

Following the direction set by Council to authorize receiving bids for a 20 year ground lease with extension for an additional 10 to construct a hangar on Airport property, we did advertise and post notice to any interested parties to provide a bid not later than **11:00 a.m., Thursday, October 27, 2016**. We received one bid, from the original proponent, Lynch Excavating, Inc, West Branch. The bid contained terms of contract to perform, required liability insurance coverages and rent of \$0.20 per square foot, per year for a period of 20 years, with a possibility of an extension for an additional 10years. Again, it was the only bid, and it did meet or exceed the original proposal.

The agreement and proposal was reviewed by the City Attorney and Insurance Broker. The City Attorney had no issue with the contract terms.

The Insurance Broker recommended changes to the language in the insurance section which differentiated the structure from the sort of liability found in a garage-type structure (as cited in the submitted contract), and recommended language more specifically tied to aircraft storage structures. We had so advised the bidder of this on October 18 in a detailed email. In my final review of the document, those recommendations had *not* been incorporated. As of this writing, I had so advised the bidder of this by voice message and re-transmitting the October 18 e-mail.

I would be comfortable with the Council considering approval of this bid and related contract, contingent upon amendments made to Article VI, Section 6.2.b.vi, "Certificates of Insurance required..."; and Article VII, Section 7.01.b: "Liability --" and ...c, "Excess liability"; and, Section 7.02, "Subrogation". A motion to this could be words to the effect:

"...a motion to approve the bid and contract submitted by Lynch Excavating, Inc. to award a contract for a 20 year ground lease with 10 year extension, of a 60' x 60' space at Matthews Memorial Airport, *contingent upon receipt of amended contract language on insurance and liability to the satisfaction of the Mayor, City Manager, and City insurance agent.*"

BUDGET ITEM: Airport Department lease revenue.

RESPONSIBLE DEPARTMENT: Airport and Administration

MAYOR/COUNCIL ACTION: Motion and Roll Call Vote to Approve, amend, table or deny.

ATTACHMENTS: Lynch Request for Discussion, memo of proposal.

PREPARED BY: Tim Long

DATE PREPARED: 11/4/2016



1967 BAKER AVE
WEST BRANCH, IA 52358

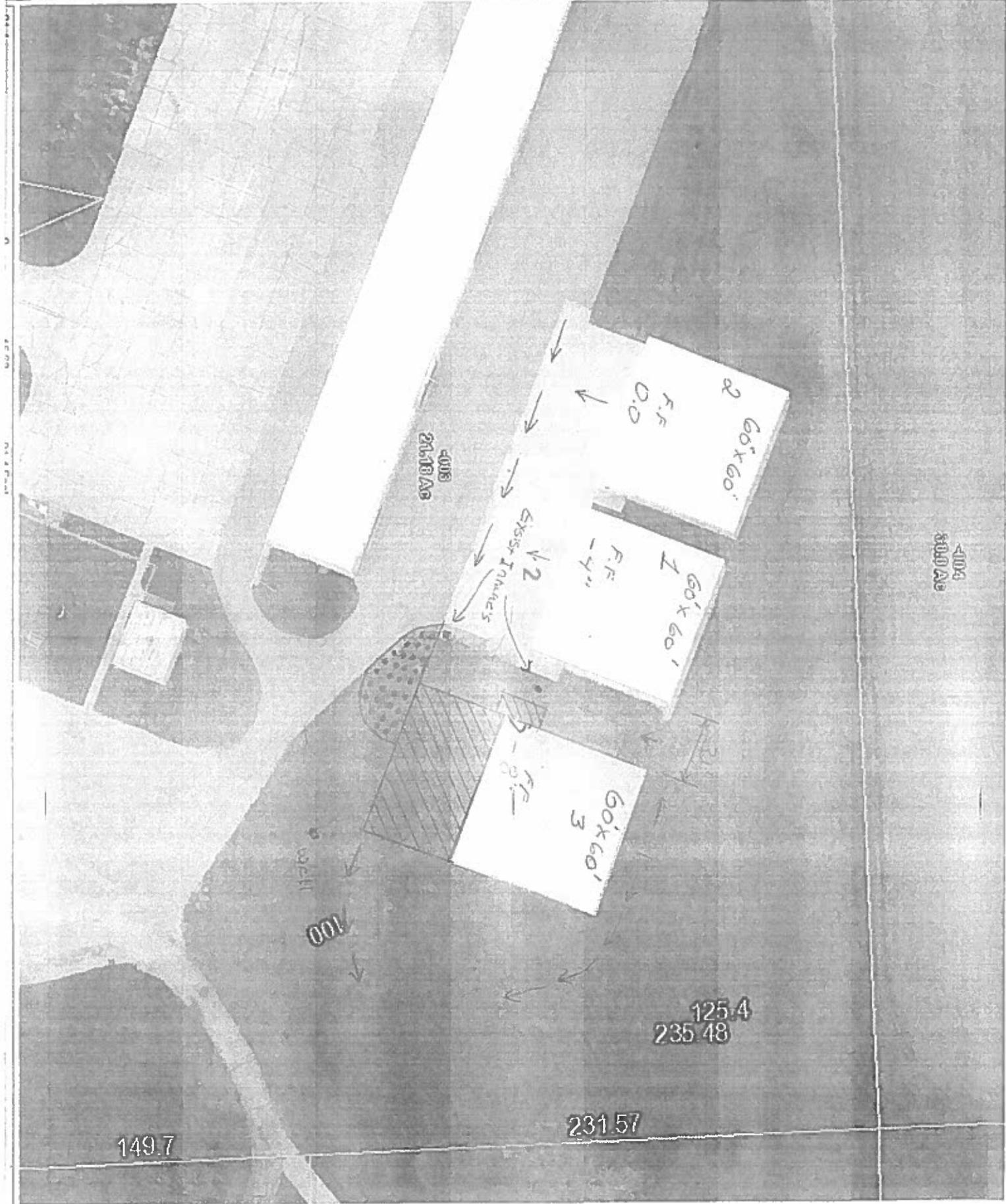
OFFICE: 319-643-7135
FAX: 319-643-7151
CELL: 319-631-0920

LA REAL ESTATE
AIRPORT HANGAR

LA REAL ESTATE WOULD LIKE TO PROPOSE BUILDING A 60x60 HANGAR ON LEASED GROUND EAST OF EXSITING HANGARS, HANGAR TO INCLUDE:

1. 8" TRENCH TYPE FOOTING (NOT A POLE BUILDING)
2. 4" INTERIOR SLAB WITH 4" GRANULAR SUBBASE FOR MANATTS
3. 60X60X16' SIDE WALL BUILDING
4. SAME COLOR SCHEME AS EXISTING HANGARS, ROOF, WAINSCOT AND ETC.
5. 56' HYDRAULIC DOOR FROM STUEFFEN MANUFACTURING IN TIPTON
6. WATER STUBBED INTO FROST FIRE HYDRANT
7. SMALL SHOP TYPE BATH ROUGHED IN IF CITY SEWERS IS EVER OUT THERE.
8. SAME OUTSIDE LIGHTING AS EXISTING HANGAR
9. WEST FACING WALK THROUGH DOOR
10. SIDEWALK FROM WEST DOOR TO APRON
11. 60X40X5" APRON TO MATCH EXISTING HANGARS FROM MANATTS
12. 3" OF ASPHALT ON 6" SUBBASE TO TIE APRON TO EXISTING TAXI WAY (SEE SITE PLAN)
13. MAINTAIN POSITIVE DRAINAGE TO EXISTING STRUCTURES AND SWAIL TO THE EAST
14. PROTECT WELL AND EXISTING WATER SHUT OFF.
- 15 provide site plan to city + F.A.A.

Per Amy Lenz, City Clerk
Opened
Received 10.27.16 11:00 am
Only bid presented
SL



408
21.80 AS

404
30.0 AS

125.4
235.48

231.57

149.7

100
well

EXIST TANKS

3-8'

60'x60'
3

F.F. - Y"

60'x60'
1

F.F. 0.0

60'x60'
2

MATTHEWS MEMORIAL AIRPORT
GROUND AND HANGAR LEASE

This Matthews Memorial Airport Ground and Hangar Lease ("Lease") is made as of this ____ day of _____, 2016, by and between the City of Tipton, Iowa, an Iowa municipal authority, having a mailing address of 407 Lynn Street, Tipton, Iowa 52772, ("City" or "Landlord") and L.A. Real Estate, LLC, an Iowa limited liability company ("Tenant").

RECITALS

A. The City is the owner of fee title to premises situated in the City of Tipton, State of Iowa, commonly known as Matthews Memorial Airport. The City, as Landlord, has the authority to lease ground.

B. Tenant is L.A. Real Estate, LLC, an Iowa limited liability company.

C. The parties desire to enter into a ground lease pursuant to which Landlord will lease an unimproved portion of the Matthews Memorial Airport as depicted on Exhibit A (the "Leased Premises") for the purposes of construction an aircraft storage hangar and associated apron.

D. Tenant has indicated a willingness and ability to properly keep, maintain, and improve said ground in accordance with standards established by Landlord, if granted a lease of sufficient term on said ground area.

In consideration of the foregoing and the mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Landlord and Tenant hereby agree as follows:

ARTICLE I
GRANT

1.1. Landlord hereby leases to Tenant the Leased Premises in accordance with the terms and conditions hereinafter set forth.

ARTICLE II
CONDITION

2.1 Condition of Leased Premises. Tenant is taking possession of the Leased Premises in an "as-is" condition as of the execution and delivery of this Lease. Landlord shall have no obligation to perform any improvements, alterations, additions, repairs or replacements thereto except those specifically defined in this lease.

ARTICLE III
TERM

3.1 Initial Term. The term of this Lease shall commence on September 1, 2016,

("Commencement Date") and shall continue thereafter until August 31, 2036 ("Term") unless sooner terminated as provided herein.

ARTICLE IV
OPTION TO RENEW

4.1 Options to Renew. Tenant shall have the option to renew this lease upon sixty (60) day's written notice to Landlord of Tenant's intent to renew this Lease. Each renewal period shall be for a term of not less than ten (10) years each. If Tenant fails to provide notice of its intent to renew as stated herein, this Lease shall automatically and continuously renew for one (1) year from the date of the Term stated in Article III until said notice is given to Landlord or upon such terms and conditions as mutually agreed between Landlord and Tenant.

ARTICLE V
RENT AND UTILITIES

5.1 Annual Base Rent. Commencing on September 1, 2016, prorated to the date of the signing of this Lease, and continuing on the first day of each month thereafter, Tenant shall pay to Landlord, at the address specified in this Lease or at such other place as Landlord may from time to time hereinafter designate to Tenant in writing, annual rent ("Annual Base Rent") as follows:

Annual Base Rent: \$ 20⁴ ~~00~~ per square foot per year for the period September 1, 2016, to August 31, 2017, or \$ 720.00 annually, payable monthly with payments due on the first day of the month.

\$ 60 is due each month beginning September 1, 2016. Tenant shall have the option to pay all annual rent in lump sum and without penalty.

Beginning September 1, 2017, and every 5 years following the Annual Base Rent shall be computed as follows: Annual Base Rent + CPJ escalator as further defined.

(a) Definitions. For purposes of this provision, the following definitions shall apply:

(1) the term "Consumer Price Index" or "CPI" shall mean the U.S. Bureau of Labor Statistics Consumer Price Index for all Urban Consumers-U.S. City Average, seasonally adjusted. (1982-84 equals 100).

(2) the term "Current CPI" shall mean the annual average of Consumer Price Indices for the calendar year immediately preceding the Change Date.

(3) the term "Base CPI" shall mean the annual average of Consumer Price Indices for the calendar year immediately preceding the year for which the Current CPI is determined.

(4) the term "Change Date" shall mean February 1 of each year beginning February 1, 2017.

(b) Adjustment. Effective on the Change Date, the Monthly Base Rent hereunder shall escalate based on the following formula and illustrated by the following example:

(1) Formula.

$$\frac{[(\text{Current CPI} - \text{Base CPI}) \times \text{Rent}] + \text{Rent}}{[\text{Base CPI}]} = \text{Escalated Rent}$$

(2) Example re August 31, 2017. The monthly base rent is \$ _____. Assume the Current CPI (annual average CPI for 2016) is 240.647 and that the Base CPI (annual average CPI for 2016) is _____. Monthly base rent beginning February 1, 2017 would be \$ _____.

$$[\text{AVG CPI MINUS BASE CPI}] + \text{RENT} = \text{ADJUSTED RENT}$$

(c) No Recomputations. No subsequent adjustments or recomputations, retroactive or otherwise, shall be made to the Consumer Price Index due to any revision that may later be made to the first published figure of the Consumer Price Index for any month.

(d) No Rent Decrease. In no event shall the Annual Base Rent for a given year be less than the Annual Base Rent for the immediately preceding year.

(e) No Waiver. Any delay or failure of Landlord in computing or billing Tenant for the escalation of Annual Base Rent as provided herein shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such escalation of Monthly Base Rent

(f) Change in Index. In the event that the Consumer Price Index ceases to use 1982-84=100 as the basis of calculation, the new CPI established by the U.S. Bureau of Labor Statistics Consumer Price Index for all Urban Consumers-U.S. City Average, seasonally adjusted, with a different base year shall be used.

Tenant may pay early without a prepayment penalty.

5.2 Net Lease. This Lease in every sense shall be without cost to the Landlord for the development, maintenance, and improvement of the Leased Premises. It shall be the sole responsibility of the Tenant to keep, maintain, repair and operate the entirety of the Leased Premises and all improvements and facilities placed thereon at Tenant's sole cost and expense.

5.3 Utility Payments. Commencing with the Lease Commencement Date and continuing throughout the Term, Tenant shall pay or cause to be paid all charges, assessments, or taxes for gas, electricity, water, sewer, telephone, and all other utility services incurred in connection with Tenant's use and occupancy of the Leased Premises.

5.4 Taxes. Commencing with the Lease Commencement Date and continuing throughout the Term, Tenant shall pay all property taxes assessed on the Leased Premises when they become due.

ARTICLE VI USE AND OCCUPANCY

6.1 Use. Tenant shall use the Leased Premises for the construction, use, and support of corporate aviation hangar facilities.

6.2 Construction. Tenant shall use its best efforts to complete the construction of a building facility on the Leased Premises for the operation of said hangar. Tenant's interest under this Lease shall terminate and all payments hereunder shall be forfeited if Tenant does not complete construction of the substantial improvements within one (1) year of the date of execution of this Lease agreement. "Substantial improvements" means completion of the construction in accordance with the plans and specifications approved by the Commission and with city ordinances. The failure by Tenant to complete minimum improvements within a period of one (1) year from the Lease Commencement Date shall be considered an event of Default and Landlord shall have available all remedies set forth herein.

6.3 Licenses. Tenant shall, at Tenant's expense, obtain and maintain during the Term of this Lease all licenses or permits necessary for the operation of Tenant's use of the Leased Premises as defined in Section 5.01 herein and Tenant shall comply with any other applicable rules and regulations governing the operation of Tenant's use of the Leased Premises as required by any federal, state, or local government or regulatory authority or agency.

6.4 Zoning. Tenant shall, at Tenant's expense, obtain any and all necessary zoning approvals and permits required by local law or ordinance.

6.5 Restrictions.

(a) Prohibited Uses. No use of the Leased Premises shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise, or other pollution, nor shall any use be permitted which is hazardous by reason of excessive danger of fire or explosion, which may be injurious to any property or persons on or about the City of Tipton, the Matthews Memorial Airport or that is in violation of the applicable laws or regulations of any governmental authority. Any use that negatively affects the operation of the Matthews Memorial Airport is prohibited.

(b) Hazardous Materials. No Hazardous Materials of any kind shall be stored on or disposed of on the lot. As used herein, Hazardous Materials shall mean:

1. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and rules or regulations promulgated thereunder;
2. Any "hazardous substance" as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time, and rules or regulations promulgated thereunder;

3. Any oil, petroleum products, and their byproducts; and

4. Any substance which is regulated by any federal, state, or local governmental authority or that is the subject of any law, rule or regulation.

(c) Nuisances. No act constituting a nuisance as defined under the provision of Chapter 657, Code of Iowa, or the common law of Iowa, shall be permitted, and the restrictions pertaining to acts within a county in said Code chapter shall be applicable.

(d) Construction Site Standards. Construction and the conduct thereof shall comply with all governmental requirements as to health and safety and shall meet the standards set herein and as set forth by City ordinance. Such standards shall cover, but not be limited to, the restrictions contained herein and additional regulations concerning erosion control, parking for construction workers, office trailers on the lot, material storage, location of telephones and vending machines, security design, location and disposal of sewage during construction, cleaning and policing of the construction site and protection of streets, street right of ways and property adjoining the building site. Said requirements may vary depending on size, location and topography of a lot. During the course of construction, Tenant, its agents, and contractors shall keep mud, dirt, debris and building materials off of all City roads. No temporary building, job trailers or the like shall be permitted on the lot except those incident to construction while an approved building is being constructed thereon and shall be removed within 30 days following the issuance of a permanent certificate of occupancy by the City of City of Tipton. When the construction of a project is once begun, work thereon shall be prosecuted diligently and continuously until full completion. Any building shall be substantially completed prior to occupancy of any part thereof, and landscaping shall be fully completed within 30 days of granting a certificate of occupancy, weather permitting. If the Tenant informs the Landlord in writing within 30 days of issuance of the certificate of occupancy that weather will not permit the completion of landscaping, the Landlord will provide the Tenant with an alternate deadline by which to complete the landscaping. Tenant shall be liable for damage to airport facilities and pavements used during construction activity.

(e) Parking. All vehicle parking areas and service drives shall be dust free, hard surface with a concrete curb and gutter.

(f) Landscaping. In connection with construction on the leased ground, the Tenant shall be required to sod or seed the entire ground surface of the leased ground except for building and parking sites and alternatively landscaped areas. The Tenant shall be responsible for sodding or seeding shall maintain in good condition and appearance.

(g) Signs. All signage shall comply with city ordinances and be approved by the Landlord.

(h) Lighting. All lighting shall be directed away from adjacent properties and shall be positioned to eliminate glare on streets and highways. No neon lights, intermittent or flashing lights shall be allowed. Only shaded light sources shall be used to illuminate signs, facades, buildings, parking and loading areas. All lighting shall be reflected downward.

(i) Storage. No storage of any articles, goods, or materials shall be permitted outside any building except of a temporary nature only and then only with the prior written consent of the Landlord, who shall have the right, as a condition to any such approval, to impose such limitations and screening requirements as it may deem to be in the best interests of the area. Any such approval may be revoked by the Landlord if at any time any of such limitations or screening requirements are not met.

(j) Utilities. All electric, telephone, and other utility lines on or servicing the lot must be underground.

ARTICLE VII
IMPROVEMENTS, SURRENDER, PERSONAL PROPERTY, ALTERATIONS,
LIENS, MAINTENANCE AND COMPLAINT

7.1 Improvements and Personal Property

(a) Title to Tenant's Improvements. Any and all real property improvements, alterations, modifications or additions on or to the Leased Premises made by Tenant during the Term ("Improvements") shall be and remain the property of Tenant throughout the Term.

(b) Surrender. Upon expiration of the Term or termination of the Lease, whether by breach, default, expiration of Lease, or otherwise, title to the Tenant's Improvements shall be and become the sole and absolute property of Landlord, and Tenant shall thereupon be required to, at Landlord's sole discretion, either: (i) return and deliver up the Leased Premises in the same condition as when delivered to Tenant, normal wear and tear excepted or (ii) return and deliver up to Landlord the Leased Premises and Tenant's Improvements thereon. If Landlord chooses option (ii), said Improvements shall be surrendered to and become the sole property of Landlord at that time, free and clear of any liens of mortgages, deeds of trust, liens of mechanics, laborers or materialmen, and all other liens and encumbrances other than any such liens and encumbrances incurred by Landlord, or such lien or encumbrance which Landlord agrees in writing may survive the expiration of the Term or the termination of the Lease.

(c) Removal of Personal Property. All items of furniture, furnishings, inventories and other personal property acquired by Tenant for use on the Leased Premises (the "Personal Property") shall be and remain the property of Tenant regardless of termination of the Lease or expiration of the Term. Tenant shall remove from the Leased Premises all Personal Property at or before the termination or expiration of the Lease. If Tenant fails to remove such items within such period, then (i) such items shall be deemed abandoned by Tenant and shall become the property of Landlord, and (ii) Landlord shall have the right to remove and dispose of such items as Landlord, in its sole discretion, sees fit and to charge Tenant the cost of doing so.

7.2 Alterations

(a) Required or Discretionary Alterations. Tenant shall make all additions, improvements, and alterations (hereinafter "Alterations") on the Leased Premises, and on and to the Tenant's Improvements thereon, required by any governmental authority or which may be made necessary by the act or neglect of Tenant, its employees, agents or contractors, or

withheld or delayed.

(b) Performance Standards. Prior to making any Improvements or Alterations, Tenant shall submit to Landlord for approval the following items:

i. Final plans and specifications, together with a certificate from Tenant's architect that the final plans and specifications are in compliance with all applicable laws and ordinances;

ii. A good faith estimate by Tenant's architect or engineer of the cost of constructing the Improvements or Alterations;

iv. A copy of the signed contract or contracts for the full cost of construction of the Improvements or Alterations in accordance with the final plans and the cost estimate of Tenant's architect;

v. Necessary permits or satisfactory evidence that a permit is not required. Landlord shall determine in its reasonable discretion the sufficiency of such evidence;

vi. Certificates of insurance required by Section 8.01 naming Landlord and the City of Tipton as additional insureds and including builder's risk, liability and worker's compensation insurance and such other insurance customarily obtained during construction as is reasonably requested by Landlord; and

vii. Completion assurances in the form of an Irrevocable Letter of Credit or Payment and Performance Bond in accordance with Section 6.02(c) below, both drawn to the benefit of Landlord, or as may be required by Landlord. Such completion assurances must be acceptable to Landlord in both form and substance, and must also be obtained from companies satisfactory to Landlord.

In addition, Tenant shall, upon Landlord's written request, provide Landlord with evidence satisfactory to Landlord of Tenant's financial ability to pay for the Improvements or Alterations. Landlord may also require that Tenant secure, at Tenant's expense, evidence satisfactory to assure Landlord's title in the Leased Premises against mechanic's liens arising out of any work, alterations or improvements made to the Leased Premises by Tenant as provided in Section 6.03 hereinbelow. Tenant shall not commence to perform any Improvements or Alterations costing in excess of \$10,000.00 without obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld. All permitted Improvements or Alterations shall be performed with new materials, in a good and workmanlike manner, strictly in accordance with the final plans and specifications approved by the Landlord, and in accordance with any and all Legal Requirements as such term is defined in Section 6.05. Upon completion of any such work by or on behalf of Tenant, Tenant shall provide Landlord with such documents as Landlord may require evidencing payment in full for such work, such as lien waivers, and "as-built" working drawings. In the event Tenant performs any work not in compliance with the provision of this Section 6.02(b), Tenant shall, upon written notice from Landlord, immediately remove such work and restore the Leased Premises to their condition immediately prior to the performance thereof. If Tenant fails to so remove such work and restore the Leased Premises as aforesaid,

Landlord may, at its option, and in addition to all other rights or remedies of Landlord under this Lease, at law or in equity, enter the Leased Premises and perform said obligation of Tenant and Tenant shall reimburse Landlord for the cost to the Landlord thereof, immediately upon being billed therefore by Landlord. Such entry by Landlord shall not be deemed an eviction or disturbance of Tenant's use or possession of the Leased Premises nor render Landlord liable in any manner to Tenant.

(c) **Performance Bonds.** Unless exempt or unless this requirement is waived by Landlord, Tenant, at its own cost and expense, shall cause to be executed, and delivered to Landlord two separate bonds, as follows:

(i) Prior to the date of commencement of construction, a contract a surety bond in a sum equal to the full amount of the construction contract awarded by Tenant for construction of the improvements on the Leased Premises.

Said bond shall be drawn in a firm, and from such company as approved by Landlord; shall guarantee the faithful performance of necessary construction and completion of improvements in accordance with approved final plans and detail specifications; and shall guarantee Landlord against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Tenant, or Tenant's contractor, to perform completely the work described as herein provided and to pay all bills for labor, supplies, material and equipment incident thereto.

In lieu of said bond, Tenant may deposit the amount of said bond in a local depository institution selected by Tenant to remain until Tenant's general contractor has delivered to Landlord a waiver of all claims against the Leased Premises for labor done and materials furnished and for a period of four months after the Landlord's building inspector approves final completion of the construction of improvements, provided no mechanic's liens have been filed against the Leased Premises during that time, at which time such deposit shall be refunded to Tenant. All earnings from said deposit shall be the property of Tenant.

(ii) Prior to the commencement of this Lease, a surety bond in the sum at least equal to one (1) year's rental. Said bond shall be conditioned on the faithful performance of all terms, conditions, and covenants of this Lease, shall be renewable annually, and shall be kept in full force and effect for the complete term of this Lease.

At Tenant's option, an amount equal to one (1) year's rental may be deposited with Landlord in lieu of said performance bond.

6.3 Liens. Tenant shall not cause or permit any liens to be attached to, placed on or filed against the Landlord's interest in the Leased Premises or Tenant's Improvements in connection with any construction, alteration, demolition, repair or restoration work Tenant performs or causes to be performed on the Leased Premises. If, however, at any time, in connection with the planning, construction, alteration, demolition, repair or restoration work Tenant performs or causes to be performed on the Leased Premises, any liens of mechanics, laborers or materialmen shall be filed against, attached to or placed on the Leased Premises, the Tenant's Improvements or any part thereof relating to work described above, Tenant shall, at its expense, cause the same to be discharged, by payment, bonding or otherwise as provided by law, within fifteen (15) days after Tenant receives notice that the lien was filed, except for such liens that may

have been incurred by Landlord arising from Landlord's actions. Nothing herein contained shall in any way prejudice the rights of Tenant to contest in good faith to final judgment or decree any such lien prior to payment thereof, provided that Tenant shall (a) furnish and keep in effect a surety bond of a responsible and substantial surety company, acceptable to Landlord, in an amount sufficient to pay 125% of the amount of such contested lien claim with all interest thereon and costs and expenses with respect thereto. or (b) provide other security reasonably satisfactory to Landlord. Upon final determination of the validity of such contested lien or claim, Tenant shall immediately pay the amount finally determined to be due thereon including any judgment or decree rendered in connection therewith, with all property costs and charges and shall cause any such lien to be released of record without cost to Landlord and during the pendency of any such contest, Tenant shall save and keep Landlord harmless from any claim or loss by reason thereof. Tenant's failure to comply with the terms of this Section 6.03 shall be considered a Default under the Lease, and Landlord shall have the right to any and all remedies against Tenant as set forth in Section 13.02 herein.

6.4 Maintenance. Tenant shall, throughout the Term, at its sole cost and expense, maintain the Leased Premises and all buildings and improvements at any time erected thereon, any unimproved portion of the Leased Premises and all Personal Property installed therein, in good repair and in a safe, clean, slightly and sanitary condition. In the event that Tenant, in Landlord's reasonable judgment, fails to comply with its repair and maintenance obligations under this Section 6.04, Landlord may, but shall not be obligated to, in addition to its remedies under this Agreement, perform all repairs and maintenance which in Landlord's reasonable judgment is required to bring the Leased Premises, Tenant's Improvements and Personal Property into compliance with the repair and maintenance standards of this Section 6.04.

6.5 Compliance with Legal Requirements. Tenant shall, throughout the Term, at its sole cost and expense, promptly comply with all applicable laws, ordinances and regulations of governmental entities having jurisdiction over the Leased Premises (including, but not limited to all local zoning use restrictions and requirements), and all policies of insurance applicable to the Leased Premises (collectively, "Legal Requirements"). Tenant shall not conduct or permit any person to conduct any unlawful activity on the Leased Premises or any use or activity in violation of (a) any Legal Requirements, including but not limited to zoning or other land use laws or ordinances, or (b) any private restrictive covenants applicable to the Real Estate. Furthermore, Tenant shall not cause or allow any activity which causes air, water, soil or noise pollution, which would violate any Legal Requirements or which would otherwise constitute a nuisance or reasonably objectionable intrusion into or interference with the use of any surrounding property.

6.6 Non-Discrimination. Tenant covenants, in consideration of the right to lease property at Tipton Memorial Airport, that Tenant, its employees, and agents shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, upgrading, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public. Tenant shall remain in compliance with all requirements of 49 C.F.R. Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation.

ARTICLE VII

INSURANCE, DAMAGE AND DESTRUCTION

7.01 Insurance. Tenant covenants and agrees that it will at its own expense procure and maintain general liability and casualty insurance in a company or companies authorized to do business in the State of Iowa, in the following amounts:

Type of Coverage

a. Property Insurance - 100% of the replacement cost value of any building, on an "all risk" or Special Causes of Loss basis or equivalent form. City of Tipton shall be named as a Loss Payee on the property insurance policy with Clause C. Loss Payable of ISO form CP1213 0607 (or other equivalent form)

b. Liability - \$1,000,000 occurrence/\$2,000,000 aggregate limits on a "Garage Liability" form (or equivalent combined premises and auto liability form) whereby such insurance includes all operations conducted on the premises and any auto or motorized vehicle or trailer operated by or on behalf of the Tenant.

c. Excess Liability \$1,000,000 occurrence/\$1,000,000 aggregate.

City of Tipton and the Matthews Memorial Airport shall be named as an additional insured in the Garage Liability and the policy shall be endorsed with the Government Immunity endorsement. A certificate of insurance will be provided evidencing coverage. All insurance companies involved should have an AM. Best rating of A- or higher. Tenant shall deliver to the Landlord, within thirty (30) days of execution of this lease agreement, Certificates of Insurance and copies of said policies, naming the Landlord, the City of Tipton, Iowa, and Matthews Memorial Airport as additional insureds. Tenant shall provide fifteen (15) days' notice to the Landlord before cancellation of said insurance.

Governmental Immunity Endorsement

1. Non-waiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Tipton, Iowa as Additional Insured does not waive any of the defenses of governmental immunity available to the City of Tipton, Iowa, or under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Tipton, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in

this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Tipton.

4. **Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Tipton, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Tipton, Iowa.

5. **No Other Change in Policy.** The insurance carrier, the City of Tipton, Iowa, agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

d. **Worker's Compensation Insurance** as required by Chapter 85, Code of Iowa.

7.02 **Subrogation:** Subrogation rights are not to be waived unless a special provision is attached to this lease.

7.3 **Damage or Destruction.**

(a) **Tenant's Obligation to Restore.** If any or all of the Tenant's Improvements shall be damaged or destroyed by fire or any other casualty, then Tenant shall have the right, exercisable by giving written notice thereof to Landlord within fifteen (15) days after the determination thereof, to terminate this Lease. Damaged means when the cost to repair the Improvements exceeds the current value of the Improvements as determined by the Landlord.

(i) If this Lease is not terminated, then Tenant shall be obligated to repair and restore Tenant's Improvements, as hereinafter provided. Such repair or restoration shall be commenced within ninety (90) days after the date the casualty occurs, and shall be completed within a reasonable period thereafter not to exceed twelve (12) months. If the Tenant shall fail to commence or complete such repairs and restoration work within the time periods set forth in the preceding sentence, except for reasons due to strike, shortage of labor or materials, war, or an act of God, Landlord shall have the right to immediately terminate this Lease. In performing such restoration, Tenant shall substantially comply with the conditions applicable to Alterations, including but not limited to, Section 6.02. All insurance proceeds collected for such damage or destruction shall be paid to a depository approved by Landlord, Tenant, and any entity having a security interest in the Lease. Such insurance proceeds shall be made available to be applied toward the cost of such repairs or restoration. If the insurance proceeds shall be insufficient for said repair or restoration, Tenant shall make up the deficiency out of Tenant's funds. In all cases, due allowance shall be made for reasonable delay caused by adjustment of insurance claims, loss, strikes, governmental approval, labor difficulties or any cause beyond either party's reasonable control.

(ii) If the Lease is terminated in accordance with this Section 13.02(a), then Tenant shall demolish the Tenant's Improvements and restore the Leased Premises to its condition prior to the Lease Commencement Date, and the effective date of the termination

shall occur upon completion of such demolition and restoration work, as if such date were specified as the expiration date of the Term. In such event, the insurance proceeds shall be applied to pay for the demolition of the Tenant's Improvements and the restoration of the Leased Premises, as previously provided, and thereafter, Tenant shall receive any remaining proceeds.

(b) Remedies. If Tenant shall not enter upon the repair or rebuilding, or the demolition and restoration, as the case may be, of the Tenant's Improvements within the period specified in Section 8.03(a) and prosecute same thereafter with such dispatch as may be necessary to complete same within said period, then, in addition to whatever other remedies Landlord may have either under this Lease, at law or in equity, the money received by and then remaining in the hands of the Depository shall be paid to and retained by Landlord as security for the continued performance and observance by Tenant of the Tenant's covenants and agreements hereunder, or Landlord may terminate this Lease and then be paid and retain the amount so held as liquidated damages resulting from the failure on the part of Tenant to comply with the provisions of Section 8.03(a).

(c) Negotiation, Settlement and Adjustment of Insurance Proceeds. Tenant shall have the right to settle the amount of the casualty loss with the insurance carriers, but no final settlement of a loss in excess of Fifty Thousand Dollars (\$50,000.00) may be made without Landlord's prior written consent thereto.

(d) Rent and Other Charges. Provided the Lease is not terminated as provided in Section 8.03(a), neither Rent nor other charges shall be reduced or abated following damage or destruction or during the period of repair, restoration or rebuilding. If the Lease is so terminated, Rent and other charges shall be paid through the effective date of such termination.

ARTICLE VIII ASSIGNMENT AND SUBLETTING

8.1 Binding Effect. The Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

8.2 Assignments. Tenant may not sell, transfer, or assign this Lease (either directly or indirectly) or any legal or beneficial interest therein, or sublease all or any part of the Leased Premises without the prior written consent of the Landlord, which consent may be withheld at Landlord's sole discretion. In exercise of its discretion as to such a proposed sale, transfer or

assignment by Tenant, Landlord, in the event that a proposed sale, transfer or assignment by Tenant provides for payment to Tenant an amount of rent greater than the amount of Tenant's rent obligation herein at the time, Landlord may require that a percentage of the difference between the rental amounts be paid to Landlord. Tenant shall give Landlord written notice of any proposed assignment or sublease of the Leased Premises, and such notice shall provide (a) the name and address of the proposed assignee or sublessee, (b) the terms of the proposed assignment or sublease, (c) the most recent financial statements of the proposed assignee or

sublessee and (d) such other information as Landlord may reasonably request. Any assignment or sublease made by Tenant without Landlord's consent in violation of this Section 10.02 shall be voidable at Landlord's option and shall constitute an Event of Default. Landlord's consent to any one assignment or sublease shall not be deemed a waiver of this Section 10.02 with respect to any subsequent assignment or sublease nor consent to any subsequent assignment or sublease. Absent the Landlord's agreement to the contrary, following assignment, whether with or without the Landlord's consent, Tenant will remain liable for all Lease obligations.

ARTICLE IX MORTGAGES

9.1 Leasehold Mortgage.

(a) - General Provisions. Tenant, and any successor or permitted assignee of Tenant shall not, at any time during the Term, pledge, mortgage or encumber the Lease and/or the Leased Premises demised hereunder, or Tenant's Improvements, without Landlord's prior written consent, which consent Landlord may, in its sole discretion, withhold. Any such pledge, mortgage or encumbrance made by and entered into with Landlord's consent, is herein referred to as a "Leasehold Mortgage". Any Leasehold Mortgage made by and entered into by Tenant without Landlord's consent in violation of this Section 11.01 shall be voidable at Landlord's option, and shall constitute an Event of Default.

(b) Landlord's Forbearance; Foreclosure by Leasehold Mortgagee.
Landlord hereby agrees that for the benefit of a Leasehold Mortgagee holding a Leasehold Mortgage and the successors and assigns of such leasehold Mortgagee:

(i) When giving notice to Tenant with respect to any default under the Lease or any exercise of any right to terminate the Lease, Landlord will also give a copy of such notice to the Leasehold Mortgagee at the address of the Leasehold Mortgagee furnished to Landlord. No such notice to Tenant shall be deemed to affect any rights of the Leasehold Mortgagee unless or until such notice is given in said manner to such Leasehold Mortgagee.

(ii) In case Tenant shall default in respect of any of the provisions of the Lease, the Leasehold Mortgagee shall have the right, but not the obligation, to cure such default, and Landlord shall accept payment and/or performance by or on behalf of such Leasehold Mortgagee as though, and with the same effect, as if the same had been done or performed by Tenant. The Leasehold Mortgagee will have a period of time after the service of any notice of a default hereunder upon it within which to cure the default specified in such notice, or cause it to be cured, which is the same period for cure, if any, as is available to Tenant under the Lease for the specified default, plus an additional period of thirty (30) days. In the event of a default (or in the event that Landlord is seeking to terminate the Lease by reason of a default) which cannot reasonably be cured within said period because of Tenant's possession of the Leased Premises, Landlord shall forbear from exercising its rights to terminate the Lease as against Leasehold Mortgagee (while reserving all rights against Tenant) on account of such default provided that the Leasehold Mortgagee: (A) has cured all defaults which can reasonably be cured within the period of time allotted for cure, (B) within said period has notified Landlord of its intent to cure all other defaults in a notice which specifies the proceedings by which the Leasehold Mortgagee intends to secure possession of the Leased Premises, (C) has begun proceedings to secure possession within the said period, and (D) thereafter prosecutes such proceedings with reasonable diligence. The notice

specified in clause (B) above shall contain an assumption by the Leasehold Mortgagee of all of Tenant's restrictions and obligations hereunder.

(iii) No default will be deemed to exist as against any Leasehold Mortgagee and Landlord shall have no right, and shall take no action, to effect a termination of the Lease as against any Leasehold Mortgagee until the Leasehold Mortgagee has had the opportunity to cure such default specified in clause (ii) above. If the Leasehold Mortgagee, by foreclosure or otherwise, acquires Tenant's leasehold estate, the Leasehold Mortgagee shall be subject to all Lease Restrictions and shall be liable for all Tenant's obligations accruing thereafter to the same extent as the prior Tenant would have been so liable.

(iv) Provided that the Leasehold Mortgagee has complied with Subsection (ii) of this Section, any default of Tenant under any provision of the Lease which is not reasonably susceptible of being cured by a Leasehold Mortgagee during the cure period specified in Subsection (ii) of this Section shall be cured by Leasehold Mortgagee or any other purchasers or transferees of Tenant's interest under this Lease, whether at judicial foreclosure, trustee's sale or by an assignment of the Lease in lieu of foreclosure within thirty (30) days after acquisition.

(v) A Leasehold Mortgagee (or its designee or nominee) may become the legal owner and holder of the interest of Tenant under the Lease, including without limitation, the interest of Tenant in all Tenant's Improvements and Personal Property, by foreclosure or other enforcement proceedings, or by obtaining an assignment of the Lease and a conveyance of the Tenant's Improvements and Personal Property in lieu of foreclosure or through settlement of or arising out of any pending or threatened foreclosure proceeding, without Landlord's consent, but subject always to the applicable terms, provisions, obligations, and restrictions of the Lease. Upon such acquisition of legal ownership, such Leasehold Mortgagee (or its designee or nominee) shall be liable for all obligations under the Lease accruing thereafter to the same extent as the Tenant would have been. In such event, Leasehold Mortgagee (or, if said Leasehold Mortgagee has not yet become a successor Tenant hereto, then its designee or nominee) shall have the right thereafter to assign the Lease and convey the Tenant's Improvements and Personal Property subject to all other applicable terms, provisions, obligations, and restrictions of the Lease.

(vi) If Tenant fails to observe or perform any of its obligations under the Lease, Leasehold Mortgagee may, but shall not be obligated to, observe or perform such obligations for and on behalf of Tenant, whether or not Tenant shall be in default under the Lease.

(c) Notices to Leasehold Mortgagees. Any notice or other communication which Landlord shall desire or is required to give to or serve upon a Leasehold Mortgagee shall be in writing and shall be served by registered or certified mail or by commercial courier service addressed to such holder at the address as shall be designated from time to time by such Leasehold Mortgagee and shall mail a copy of said notice by ordinary mail. Any notice or other communication which any Leasehold Mortgagee shall desire or is required to give to or serve upon Landlord shall be deemed to have been given or served if sent by registered or certified mail or by commercial courier service addressed to Landlord at

Landlord's address as set forth in the provisions of the Lease providing for notices to Landlord or at such other address as shall be designated from time to time by Landlord by notice in writing given to such Leasehold

Mortgagee by registered or certified mail or by commercial courier service. Any notice given pursuant hereto shall be effective when received or refused.

(d) Non-Merger. No union of the interests of Landlord and Tenant shall result in a merger of the Lease and the fee interests in the Leased Premises without the prior written consent of any Leasehold Mortgagee.

ARTICLE X EASEMENTS

10.01 Generally. This Lease and the rights granted to Tenant hereunder are expressly made subject and subordinate to any and all existing easements on the Leased Premises, and Tenant shall not in any way act to alter, obstruct, disturb or otherwise impair any of said easements nor grant additional easements on or affecting the Leased Premises during the term of this Lease without Landlord's prior written consent.

ARTICLE XI DEFAULT

11.1 Events of Default. The following shall constitute "Events of Default":

(a) Monetary. Tenant shall fail to pay Rent at the time required or any other monetary obligation or payment required under this Lease when due, and such failure shall continue for a period of ten (10) days following written notice from Landlord to Tenant; or

(b) Non-performance. Tenant shall fail to observe or perform any of the other covenants, terms or conditions contained in the Lease, or a warranty made by Tenant shall fail to be accurate and complete, and such failure shall continue and not be cured for a period of thirty (30) days after written notice by Landlord to Tenant, provided that if the default is not reasonably susceptible of being cured within thirty (30) days, an Event of Default shall occur only if the Tenant fails to promptly commence such cure or fails thereafter to diligently pursue such efforts to completion; or

11.2 Landlord's Rights upon an Event of Default. Upon the occurrence of an Event of Default by Tenant, or at any time thereafter during the continuance of such Event of Default, Landlord may take any of the following actions and shall have the following rights against Tenant:

\ 5

(a) Termination. Landlord may elect to terminate the Lease by giving no less than thirty (30) day's prior written notice thereof to Tenant, and upon the passage of time specified in such notice this Lease and all rights of Tenant hereunder shall terminate as fully and completely and with the same effect as if such date were the date herein fixed for expiration of the Term and Tenant shall remain liable as provided in Section

13.02(c).

(b) Eviction. Landlord shall have the immediate right upon Termination of this Lease to bring an action for forcible entry and detainer.

(c) Tenant to Remain Liable. No termination of this Lease pursuant to Section 11.02(a), by operation of law or otherwise, and no repossession of the Leased Premises or any part thereof pursuant to Section 13.02(b) or otherwise shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such termination, repossession or reletting.

(d) Damages. In the event of any termination of this Lease or eviction from or repossession of the Leased Premises or any part thereof by reason of the occurrence of an Event of Default:

(i) Rent and Charges. Tenant shall pay to Landlord the Rent and other sums and charges required to be paid by Tenant for the period to and including the end of the Term or expiration of an option period as provided for by Section 3.02 herein, whichever is later.

(e) Rights Cumulative. Non-Waiver. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. In addition to the other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of this Lease, or to any other remedy allowed to Landlord at law or in equity.

(f) Landlord's Right to Cure. If Tenant fails to pay any utilities charges described in Article IV, insurance premiums described in Article VIII, the cost of any of the repairs or maintenance required to be made by Tenant pursuant to the Lease or any other charges, costs or expenses required to be paid under the Lease, Landlord shall have the right, but not the obligation, to make all such payments, and in addition to its other remedies under this Article, Landlord shall have the option of requiring Tenant to repay to Landlord the amount of such payments (which shall be deemed additional rent hereunder) on demand with interest after demand at 10% rate per annum. (the "Default Rate").

(g) Late Charge. Default Rate. If Landlord does not receive payment of any installment of Rent or any other sum or charge required to be paid by Tenant to Landlord hereunder within ten (10) days after the same falls due (regardless of whether Tenant has received notice of the delinquency), Landlord may impose a late charge equal to five percent (5%) of the amount of such delinquent sum and if such sum is not received by Landlord within thirty (30) days of its due date, such sum shall, in addition, bear interest at the Default Rate from the due date until the date paid.

(h) Landlord's Lien. Landlord shall have a lien against Tenant's leasehold estate, Tenant's Improvements and all property of Tenant located at the Leased premises, to secure any obligations of Tenant to Landlord arising pursuant to the provisions of this Lease.

11.3 No Implied Waiver. The failure of Landlord to insist upon strict performance of any of the covenants or conditions of the Lease, or to exercise any options herein conferred in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such ~~covenant, condition, or option, but the same shall be and remain in full force and effect.~~ The receipt by Landlord of any Rent or any other sum payable hereunder with knowledge of the breach of any covenants or agreements contained herein shall not be deemed a waiver of such breach.

ARTICLE XII ABANDONMENT

12.01 Abandonment. Tenant shall not vacate or abandon the Leased Premises at any time during the Term of this Lease. If Tenant shall vacate or abandon the Leased Premises, the right of possession shall, at the option of Landlord, revert to Landlord and Tenant shall lose all right to possession of the Leased Premises and Tenant's Improvements; however, Tenant shall otherwise remain liable on this Lease. Landlord shall then, without further notice, have the remedies provided for in Article XI 11 herein.

ARTICLE XIII ENVIRONMENTAL CONDITIONS

13.1 Definitions. As used in this Lease, the phrase "Environmental Condition" shall mean: (a) any adverse condition relating to surface water, ground water, drinking water supply, land, surface or subsurface, strata or the ambient air, and includes, without limitation, air, land and water pollutants, noise, vibration, light and odors, or (b) any condition which may result in a claim of liability under the Comprehensive Environmental Response Compensation and Liability Act, as amended, or the Resource Conservation and Recovery Act, or any claim of violation of the Clean Air Act, the Clean Water Act, the Toxic Substance Control Act, or any claim of liability or of violation under any federal statute hereafter enacted dealing with the protection of the environment, or under any rule, regulation, permit or plan under any of the foregoing, or under any law, rule or regulation now or hereafter promulgated by the state in which the Leased Premises are located, or any political subdivision thereof, relating to such matters (collectively "Environmental Laws").

13.2 Compliance by Tenant. Tenant shall, at all times during the Term, comply with all Environmental Laws applicable to the Leased Premises and shall not, in the use and occupancy of the Leased Premises, cause or contribute to, or permit or suffer any other party to cause or contribute to any Environmental Condition.

13.3 Tenant's Indemnity. Tenant will protect, indemnify and save harmless the Landlord, City of Tipton, the partners of the Landlord, and all of the foregoing's respective partners, agents and employees (collectively "Landlord's Indemnitees"), from and

against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) of whatever kind or nature, contingent or otherwise, known or unknown, incurred or imposed, based upon any

13.4. Environmental Laws or resulting from any Environmental Condition occurring or contributed to during the term of this Lease. In case any action, suit or proceeding is brought against any of the parties indemnified herein by reason of any occurrence described in this Section 13.03, Tenant will, at Tenant's expense, by counsel reasonably approved by Landlord, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended.

ARTICLE XV
MISCELLANEOUS PROVISIONS

15.1 Access by Landlord.

Ⓢ Landlord or Landlord's agents, representatives or employees shall have the right at any time upon at least twenty-four (24) hours oral notice (except in emergencies, in which case only such notice, if any, as may be feasible under the circumstances shall be required) to enter upon the Leased Premises and Tenant's Improvements for the purposes of inspecting the same, determining whether this Lease is being complied with, curing as permitted herein) any default by Tenant and showing the Leased Premises to prospective Leasehold Mortgagees.

Ⓢ Landlord or Landlord's agents, representatives, or employee shall have the right whenever necessary and without notice to enter upon the Leased Premises for the purpose of repairing or maintaining any of Landlord's property adjacent to or abutting the Leased Premises.

152 Gender and Number. Words of any gender used in the Lease shall be held to include any other gender, and words in the singular shall be held to include the plural, where required.

153 Notices. Notices, statements and other communications to be given under the terms of the Lease shall be in writing and sent by certified or registered mail, or by commercial courier, return receipt requested, and addressed as follows:

If to Landlord
City of Tipton, Iowa
407 Lynn Street
Tipton, Iowa 52772

If to Tenant
L.A. Real Estate, LLC
1967 Baker Avenue
West Branch, Iowa 52358

or at such other address as from time to time designated by the party receiving the notice. All such notices shall be deemed to have been fully given, made or sent when made by personal service or deposited in the United States Mail, Registered or Certified, postage prepaid.

15.4 Applicable Law. The laws of the State of Iowa shall govern the validity, performance and enforcement of this Lease.

15.05 Partial Invalidity. If any provision of the Lease shall be invalid or unenforceable it shall not affect the validity or enforceability of any other provisions of the Lease.

15.6 Heading. Headings as to the contents of particular sections herein are inserted only for convenience, and are in no way to be construed as a part of the Lease or as a limitation on the scope of the particular section to which they refer.

15.7 Binding Effect. The covenants, conditions and agreements contained in the Lease shall bind, apply to and inure to the benefit of the parties hereto and their respective successors.

15.8 No Partnership. It is expressly understood that Landlord shall not be construed or held to be a partner, joint venturer or associate of Tenant in the conduct of Tenant's business and that the relationship between the parties hereto is and shall at all times remain that of landlord and tenant.

15.09 Holding Over. The Lease shall terminate without further notice at expiration of the Term. Any holding over by Tenant or any party claiming by, through or under Tenant after expiration shall not constitute a renewal or extension or give Tenant any rights in or to the Leased Premises. In the event of any holding over, Landlord may exercise any and all remedies available to it under Article XIII herein or at law or in equity to recover possession of the Leased Premises, and for damages.

15.10 Time is of the Essence. Time is of the essence in this Lease.

15.11 Entire Agreement: Merger. The Lease contains all the agreements and conditions made between the parties hereto with respect to the matters contained herein and may not be modified orally or in any other manner than by an Agreement in writing signed by all the parties hereto or their respective successors. All prior written and oral understandings and agreements shall be deemed to have merged into the Lease and have no further force and effect.

15.12 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original and all of which shall, when taken together, constitute but one and the same instrument.

15.13 Taxiway Construction. Landlord agrees to extend the south t-hangar taxiway at Landlord's cost east for public use including use by Tenant.

15.14 Utility Access. Landlord agrees to install new electric transformer and gas main in the area for future growth. Tenant will be responsible for connection to, and running utilities from these locations to the proposed hangar.

15.15 FAA- Airspace Study. Tenant shall request an Obstruction Evaluation / Airport

Airspace Analysis (OE/AAA) under CFR Title 14 Part 77. Tenant shall not commence construction activity until said study is returned with a "DETERMINATION OF NO HAZARD TO AIR NAVIGATION" as the study result.

SECTION 16 – INSERT FAA PROVISIONS 16.1 TO 16.3

16.4 Right of Flight. Tenant acknowledges that the City of Tipton, Iowa is authorized by law to own and operate the Marshall Memorial Airport located in Cedar County, Iowa near the Leased Premises. There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises herein conveyed, together with the right to cause in said airspace such noise, vibrations, fumes, dust, and particles as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport. Tenant foregoes and waives any and all claims for damages, of whatever kind or type, which are reasonably likely to occur in the future as a result of aircraft using the "navigable airspace", as defined by the Federal Aviation Act of 1958 (49 U.S.C. 40102(a)(30)) and regulations promulgated thereunder over and above the Leased Premises, including but not limited to, damages resulting from noise, vibration, fumes, dust and particles. Tenant grants to the Landlord, its successors and assigns, a continuing right to keep the air space above the Airport Imaginary Surfaces as described in Federal Aviation Regulations Part 77 and depicted on the Airport Layout Plan (ALP) clear of any and all fences, crops, trees, poles, building or other obstructions of any kind or nature whatsoever which now extend, or which may at any time in the future extend, above said surfaces. Tenant grants the Landlord the right of ingress to, egress from, and passage over the Leased Premises for the purpose of effecting and maintaining such clearance and of removing any and all obstructions which now or may hereafter extend above the Airport Imaginary Surfaces as described in Federal Aviation Regulations Part 77 and depicted in the ALP.

16.06. Additional FAA Provisions.

(a) The Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The Tenant, for himself, his personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of,

or otherwise be subject to discrimination, (3) that the Tenant, shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) Landlord reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Tenant, and without interferences or hindrance.

(d) Landlord reserves the right to take any action it considers necessary to protect the serial approaches of the airport against obstructions, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of Landlord would limit the usefulness of the airport or constitute a hazard to aircraft.

(e) During time of war or national emergency Landlord shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned *air* navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(f) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

(g) The Lease shall become subordinate to provisions of any existing or future agreement between the Landlord and the United States of America or any agency thereof relative to the operation, development, or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

| |

Commission's Acknowledgement

STATE OF IOWA)

) SS:

JOHNSON COUNTY)

On this _____ day of _____, 2016, before me personally appeared and to me personally known, who, being by me duly sworn, did say that they are the Chair and Secretary, respectively, of the Matthews Memorial Airport Commission and that the instrument was signed and sealed on behalf of the Commission, and the execution of the instrument to be their voluntary act and deed of the Commission, by it voluntarily executed.

Notary in and for the State of Iowa

Tenant's Acknowledgement

STATE OF IOWA)
) ss:
COUNTY OF IOWA)

This instrument was acknowledged before me on ___ day of _____, 2016, by L.A. Real Estate, LLC, an Iowa limited liability company, by Lawrence Lynch, its duly authorized officer of Tipton Municipal Airport Ground/Hangar Lease Exhibit A.

Notary in and for the State of Iowa

Average Revenue per kWh, 2015
(in cents)

Iowa

| | <u>Residential Rev/kWh</u> | <u>Commercial Rev/kWh</u> | <u>Industrial Rev/kWh</u> | <u>Total Rev/kWh</u> |
|--------------------------------------|--------------------------------|-------------------------------|-------------------------------|--------------------------|
| <u>Iowa</u> | | | | |
| Publicly Owned | 10.5 | 8.7 | 6.8 | 8.5 |
| Investor-Owned | 11.5 | 8.9 | 5.6 | 7.9 |
| Cooperative | 12.4 | 9.2 | 7.6 | 10.2 |
| | | | | |
| <u>Iowa</u> | | | | |
| <u>Publicly Owned</u> | | | | |
| Algona City of | 12.7 | 11.0 | 6.0 | 8.9 |
| Ames City of | 11.2 | 7.9 | 7.2 | 8.6 |
| Atlantic Municipal Utilities | 8.3 | 7.4 | 5.3 | 7.5 |
| Bloomfield City of | 14.3 | 10.4 | 9.5 | 12.0 |
| Cedar Falls Utilities | 9.6 | 6.9 | 6.9 | 7.8 |
| Denison City of | 7.4 | 11.2 | 5.2 | 6.2 |
| Eldridge City Utilities | 7.9 | 7.1 | 6.5 | 7.3 |
| Estherville City of | 12.7 | 10.6 | 8.7 | 11.1 |
| Forest City City of | 9.8 | 9.0 | 8.8 | 9.1 |
| Graettinger City of | 9.4 | 9.6 | 9.0 | 9.3 |
| Greenfield City of | 10.7 | 9.9 | 8.6 | 9.4 |
| Grundy Center Mun Light & Power | 10.3 | 8.7 | - | 9.4 |
| Harlan City of | 12.2 | 10.5 | 8.4 | 10.5 |
| Hawarden City of | 9.1 | 8.4 | 8.6 | 8.7 |
| Hinton City of | 9.8 | 11.5 | 12.0 | 11.0 |
| Independence City of | 15.7 | 11.2 | 8.6 | 11.5 |
| Indianola Municipal Utilities | 10.6 | 9.9 | 7.2 | 9.6 |
| Lake Mills City of | 13.4 | 14.4 | 12.1 | 13.1 |
| Lamoni City of | 11.3 | 10.2 | 10.0 | 10.6 |
| Laurens City of | 8.2 | 9.5 | 7.4 | 7.9 |
| Lenox City of | 11.1 | 9.9 | - | 10.5 |
| Manilla Town of | 8.6 | 8.1 | - | 8.4 |
| Manning City of | 9.3 | 8.2 | 5.6 | 7.0 |
| Maquoketa City of | 13.2 | 11.8 | - | 12.3 |
| Milford City of | 10.4 | 12.0 | 8.4 | 9.9 |
| Montezuma City of | 9.8 | 10.0 | 6.9 | 8.7 |
| Mt Pleasant City of | 13.0 | 11.5 | - | 12.0 |
| Muscatine Board of Water Elec & Comm | 10.5 | 7.7 | 5.2 | 6.3 |
| New Hampton City of | 8.8 | 8.9 | 7.4 | 8.1 |
| Onawa City of | 9.1 | 8.8 | - | 8.9 |
| Orange City City of | 9.8 | 9.8 | 8.7 | 9.2 |
| Osage City of | 10.9 | 10.8 | 9.3 | 10.1 |
| Pella City of | 11.7 | 11.5 | 7.8 | 9.1 |
| Preston City of | 15.1 | 15.2 | - | 15.2 |

| | Residential Rev/kWh | Commercial Rev/kWh | Industrial Rev/kWh | Total Rev/kWh |
|--------------------------------|------------------------|-----------------------|-----------------------|------------------|
| Remsen City of | 9.0 | 9.4 | 15.3 | 9.9 |
| Rock Rapids Municipal Utility | 9.0 | 7.0 | 12.7 | 8.2 |
| Sanborn City of | 10.6 | 10.9 | 8.5 | 9.3 |
| Sergeant Bluff City of | 8.9 | 7.5 | - | 8.2 |
| Sibley City of | 7.6 | 7.8 | 7.3 | 7.6 |
| Sioux Center City of | 9.3 | 8.2 | 7.8 | 8.2 |
| Spencer City of | 7.6 | 7.7 | 9.1 | 7.7 |
| Story City City of | 11.8 | 14.2 | 8.2 | 9.9 |
| Tipton City of | 10.2 | 10.2 | 11.8 | 10.7 |
| Vinton City of | 12.5 | 9.9 | 10.5 | 11.2 |
| Waverly Municipal Elec Utility | 12.2 | 9.7 | 8.0 | 9.4 |
| Webster City City of | 12.3 | 10.8 | 8.2 | 10.5 |
| West Liberty City of | 11.1 | 9.8 | 8.7 | 9.4 |
| Wilton City of | 11.3 | 10.7 | 9.8 | 10.8 |
| Winterset City of | 12.7 | 11.9 | 8.6 | 10.8 |

Iowa

Investor-Owned

| | | | | |
|-------------------------------|------|------|-----|-----|
| Amana Society Service Co | 12.6 | 11.1 | 7.9 | 8.6 |
| Interstate Power and Light Co | 14.2 | 10.4 | 6.5 | 9.6 |
| MidAmerican Energy Co | 9.8 | 7.5 | 5.0 | 6.8 |

Iowa

Cooperative

| | | | | |
|--------------------------------------|------|------|------|------|
| Access Energy Coop | 11.7 | 9.3 | 9.9 | 10.7 |
| Allamakee-Clayton El Coop, Inc | 14.3 | 12.3 | - | 14.1 |
| Atchison-Holt Electric Coop | 13.3 | 10.9 | 31.2 | 12.7 |
| Boone Valley Electric Coop | NA | NA | NA | 8.5 |
| Butler County Rural Elec Coop - (IA) | 13.0 | 8.1 | 8.3 | 9.9 |
| Calhoun County Elec Coop Assn | 13.6 | 10.6 | - | 13.2 |
| Cass Electric Coop | NA | NA | NA | 9.4 |
| Chariton Valley Elec Coop, Inc | 12.4 | 11.3 | 9.3 | 11.7 |
| Clarke Electric Coop Inc - (IA) | 13.7 | 10.3 | 8.9 | 12.4 |
| Consumers Energy | 15.1 | 11.3 | 9.3 | 13.6 |
| East-Central Iowa Rural Elec Coop | 12.0 | 9.7 | 8.0 | 10.9 |
| Eastern Iowa Light & Power Coop | 12.6 | 10.9 | 6.8 | 10.0 |
| Farmers Electric Coop - (IA) | 12.2 | 13.9 | - | 12.7 |
| Farmers Electric Coop, Inc - (IA) | 13.8 | 10.6 | 6.7 | 11.9 |
| Federated Rural Electric Assn | 9.6 | - | 14.0 | 9.9 |
| Franklin Rural Electric Coop - (IA) | 12.5 | 10.7 | 8.6 | 11.1 |
| Freeborn-Mower Coop Services | 13.2 | - | - | 13.2 |
| Grundy County Rural Elec Coop | 13.5 | 11.6 | 5.2 | 10.9 |
| Grundy Electric Coop, Inc | 11.9 | 11.4 | - | 11.8 |
| Guthrie County Rural E C A | 11.8 | 9.2 | 6.1 | 8.7 |
| Harrison County Rrl Elec Coop | 14.4 | 13.4 | 6.0 | 10.6 |
| Hawkeye Tri-County El Coop Inc | 14.6 | 10.8 | 7.7 | 10.9 |
| Heartland Power Coop | 11.9 | 10.0 | 7.0 | 8.7 |
| Iowa Lakes Electric Coop | 12.8 | 11.2 | 7.2 | 9.6 |

| | Residential Rev/kWh | Commercial Rev/kWh | Industrial Rev/kWh | Total Rev/kWh |
|-------------------------------------|------------------------|-----------------------|-----------------------|------------------|
| Linn County REC | 12.3 | 12.2 | 8.9 | 11.3 |
| Lyon Rural Electric Coop | 9.2 | 7.7 | - | 8.6 |
| Maquoketa Valley Rrl Elec Coop | 12.1 | 10.5 | - | 11.2 |
| Midland Power Coop | 12.1 | 9.6 | 7.4 | 9.8 |
| Nishnabotna Valley R E C | 12.6 | 9.6 | 7.2 | 9.3 |
| Nobles Cooperative Electric | 11.2 | 10.4 | - | 11.0 |
| North West Rural Electric Coop | 8.4 | 6.6 | 8.3 | 7.3 |
| Osceola Electric Coop, Inc | 9.5 | 8.7 | 7.8 | 8.8 |
| Pella Cooperative Elec Assn | 13.6 | 12.0 | 9.5 | 12.9 |
| Pleasant Hill Community Line | 10.3 | 8.8 | - | 9.4 |
| Prairie Energy Coop | 12.0 | 11.0 | 8.0 | 8.9 |
| Raccoon Valley Electric Cooperative | 13.7 | 8.2 | - | 10.1 |
| Southern Iowa Elec Coop, Inc | 15.1 | 10.9 | 7.9 | 13.8 |
| Southwest Iowa Rural Elec Coop | 13.4 | 9.2 | - | 12.1 |
| T I P Rural Electric Coop | 12.5 | 8.6 | - | 10.5 |
| Tri-County Electric Coop | 14.9 | 15.6 | - | 15.0 |
| United Electric Coop, Inc - (MO) | 7.9 | 4.3 | - | 7.5 |
| Western Iowa Power Coop | 13.8 | 11.1 | 11.4 | 12.8 |
| Woodbury County Rural E C A | 13.7 | 9.8 | - | 12.7 |

| Iowa | Total Rev/kWh |
|--|------------------|
| <u>Publicly Owned - Small Utilities</u> | |
| Afton City of | 12.9 |
| Akron City of | 9.7 |
| Alta City of | 10.2 |
| Alta Vista City of | 11.9 |
| Alton City of | 8.6 |
| Anita City of | 9.1 |
| Anthon City of | 10.2 |
| Aplington City of | 10.1 |
| Auburn City of | 14.0 |
| Aurelia City of | 9.7 |
| Bancroft Municipal Utilities | 9.2 |
| Bellevue City of | 9.5 |
| Bigelow City of | 9.4 |
| Breda City of | 12.1 |
| Brooklyn City of | 10.7 |
| Buffalo City of | 9.6 |
| Burt City of | 11.9 |
| Callender City of | 16.5 |
| Carlisle City of | 14.6 |
| Cascade Municipal Utilities | 10.5 |
| <u>Small Town</u> | |
| Coon Rapids City of | 11.3 |
| Corning City of | 10.6 |
| Corwith City of | 15.3 |
| Danville City of | 10.9 |
| Dayton City of | 12.7 |
| Denver City of | 10.0 |

| | <u>Residential Rev/kWh</u> | <u>Commercial Rev/kWh</u> | <u>Industrial Rev/kWh</u> | <u>Total Rev/kWh</u> |
|---------------------------------|--------------------------------|-------------------------------|-------------------------------|--------------------------|
| Dike City of | 14.1 | | | |
| Durant City of | 13.2 | | | |
| Dysart City of | 13.4 | | | |
| Earlville City of | 10.2 | | | |
| Ellsworth City of | 10.4 | | | |
| Fairbank City of | 11.7 | | | |
| Farnhamville City of | 11.4 | | | |
| Fonda City of | 9.8 | | | |
| Fontanelle City of | 11.9 | | | |
| Fredericksburg City of | 9.5 | | | |
| Glidden City of | 10.7 | | | |
| Gowrie Municipal Utilities | 12.6 | | | |
| Grafton Electric | 12.3 | | | |
| Grand Junction City of | 11.7 | | | |
| Guttenberg City of | 12.2 | | | |
| Hartley City of | 8.8 | | | |
| Hopkinton City of | 13.2 | | | |
| Hudson City of | 12.2 | | | |
| Keosauqua Municipal Light & Pwr | 11.2 | | | |
| Kimballton City of | 8.9 | | | |
| La Porte City Utilities | 11.2 | | | |
| Lake Park City of | 11.2 | | | |
| Lake View City of | 9.2 | | | |
| Larchwood City of | 9.9 | | | |
| Lawler City of | 11.2 | | | |
| Lehigh City of | 8.6 | | | |
| Livermore City of | 12.9 | | | |
| Long Grove City of | 13.1 | | | |
| Mapleton City of | 10.1 | | | |
| Marathon City of | 15.0 | | | |
| McGregor City of | 11.7 | | | |
| Neola City of | 10.4 | | | |
| New London Municipal Utilities | 12.6 | | | |
| Ogden City of | 12.9 | | | |
| Orient City of | 8.8 | | | |
| Panora City of | 10.3 | | | |
| Paton City of | 6.8 | | | |
| Paullina City of | 11.5 | | | |
| Pocahontas City of | 10.1 | | | |
| Primghar City of | 10.8 | | | |
| Readlyn City of | 12.2 | | | |
| Renwick City of | 12.6 | | | |
| Rockford City of | 15.0 | | | |
| Sabula City of | 15.6 | | | |
| Shelby City of | 10.2 | | | |
| Stanhope City of | 14.7 | | | |
| Stanton City of | 8.4 | | | |
| State Center City of | 13.9 | | | |
| Stratford City of | 12.4 | | | |
| Strawberry Point City of | 13.2 | | | |

| | <u>Residential Rev/kWh</u> | <u>Commercial Rev/kWh</u> | <u>Industrial Rev/kWh</u> | <u>Total Rev/kWh</u> |
|---------------------------|--------------------------------|-------------------------------|-------------------------------|--------------------------|
| Stuart City of | 14.1 | | | |
| Sumner City of | 11.6 | | | |
| Traer City of | 13.1 | | | |
| Villisca City of | 10.4 | | | |
| Wall Lake City of | 9.7 | | | |
| West Bend City of | 9.2 | | | |
| West Point Utility System | 10.6 | | | |
| Westfield Town of | 9.8 | | | |
| Whittemore City of | 14.1 | | | |
| Woodbine City of | 9.4 | | | |
| Woolstock City of | 12.9 | | | |

Source: U.S. Department of Energy, Energy Information Administration, Form EIA-861, 2015 data.

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Revenue per kilowatt hour data represent full-service sales only.

See final tab, "Unbundled Sales," for unbundled rates.

* Note: State revenue per kilowatt-hour totals include only utilities that report data on Form EIA-861, long form.

