

City of Tipton, Iowa

Meeting: Tipton City Council Meeting
Place: Tipton, Iowa 52772
Date/Time: Monday, July 12, 2021, 5:30 p.m.
Web Page: www.tiptoniowa.org
Posted: Friday, July 9, 2021 (Front door of City Hall & City Website)

Iowa Code, Chapter 21, as interpreted, permits public meetings to be held electronically, provided all participants can either hear or see the meeting, and provided the Council and the public can participate. The City of Tipton will be utilizing Go To Meeting to host our council meetings until further notice. Council members and Mayor will be attending from their homes. City staff will be attending either from their homes or City Hall. The Public can attend the meeting on their own computer using the following Go to Meeting link:

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/519535517>

You can also dial in using your phone.

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(571\) 317-3129](tel:+15713173129)

Access Code: 519-535-517

Mayor:	Bryan Carney		
Council At Large:	Abby Cummins-VanScoy	Council At Large:	Jason Paustian
Council Ward #1:	Ron Hembry	Council Ward #2:	Mike Helm
Council Ward #3:	Tim McNeill		
City Manager:	Brian Wagner	City Attorney:	Lynch Dallas, P.C.
Finance Director:	Melissa Armstrong	Gas Utilities Supt:	Virgil Penrod
City Clerk:	Amy Lenz	Electric Utilities Supt:	Floyd Taber
Dir. of Public Works:	Steve Nash	Water & Sewer:	Brian Brennan
Police Chief:	Lisa DuFour	Emergency Med Dir:	Brad Ratliff
Park & Recreation:	Adam Spangler	Economic Dev. Director:	Linda Beck

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- 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 regarding an issue, whether on the agenda or something not on the agenda, please approach the lectern and give your name and address for the public record before discussing your item. Scheduled communications are allowed to speak up to five minutes. Unscheduled communications are allowed to speak up to three minutes.

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 - Council Meeting Minutes, June 21, 2021
2. Approval - Downtown Revitalization Incentive Program (DRIP) Reimbursement, Guillermo Pacheco, DBA: Mi Tierra, 310 Cedar Street, \$7,500.00
3. Approval - Downtown Revitalization Incentive Program (DRIP) Reimbursement, Dane Esbeck, 122 East 5th Street, \$7,500.00
4. Approval - Tipton Revitalization Incentive Program (TRIP) Request, Vicki Jones and Brian Miller, DBA: HoneyPot Wholesale Warehouse, 42 Spruce Street
5. Approval – Pay Application No. 13, Woodruff Construction, Wastewater Treatment Plant Improvements 2018 Project, \$612,758.13
6. Approval – Refurbish transformer, Emerald Transformer, \$4,860.00
7. Approval – Directional boring at Theisen’s, Swick Cable Contractor’s, \$23,500.00
8. Approval – Liquor License Renewal, Family Foods
9. Approval – Garbage Exemption, Judy Jenkins, 800 West 1st Street
10. Approval - Claims Register which includes claims paid under the current purchase policy.

G. Public Hearing

1. Public Hearing on submission of a CDBG Housing Sustainability Application

H. Old Business

1. Ordinance No. 580: Ordinance amending Chapter 65; stop or yield required: Section 65.01, stop required and Section 65.03, yield required (*Second Reading*)

I. New Business

1. Resolution No. 071221A: Resolution endorsing and authorizing submittal of an application for Community Development Block Grant funds following Public Hearing (*This authorizes the signing of HUD 2880 Form and these two enclosures in the meeting packet: Federal Assurances Form and Certification of Procurement Compliance Form.*)
2. Discussion and possible action approving Housing Sustainability Program Administrative Plan (*This is available as a separate email attachment.*)
3. Discussion and possible action concerning Liberty Bank’s request concerning the Tipton Motel and a proposed change to the Zoning Ordinance. (*Phil Keese and Mike Hein of Liberty Bank will be in attendance. Their letter to the Council was included in the meeting packet.*)
4. Resolution No. 071221B: Resolution approving application for Urban Revitalization Tax-Exemption filed by Cedar County Cooperative

5. Resolution No. 071221C: Resolution authorizing approval of a Community Catalyst & Remediation Program Grant Agreement (21-CTBF-033) and any related documents for the Hardacre Theater Project
6. Resolution No. 071221D: Resolution in support of the “Hardacre Lofts” Housing Project and its application to the Workforce Housing Tax-Credit Program and affirming the City’s financial support for the project.
7. Resolution No. 071221E: Resolution setting Monday, July 19, 2021, as the Public Hearing date regarding the proposed plans, specifications, form of contract, and estimated cost of the HWY 38/Cedar Street Project, Phase 1 (AKA “PCC Pavement – grade and replace detour for IA 38 Improvements”)
8. Resolution No. 071221F: Resolution to assess nuisance charge due to non-payment by property owner.
9. Resolution No. 071221G: Resolution to assess nuisance charge due to non-payment by property owner.
10. Discussion and possible action concerning Medical Director Agreement
11. Discussion and possible action concerning payment of invoice for trees and planting supplies.
12. Discussion and possible action concerning the return of in-person meetings.

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

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

K. Adjournment

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

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

June 21, 2021
 Electronic Meeting
 Tipton, Iowa

The City Council of the City of Tipton, Cedar County, Iowa, met electronically due to the Governor's State of Public Health Disaster, COVID-19 Coronavirus Disease, at 5:30 p.m. Mayor Carney called the meeting to order. Upon roll being called the following named council members were present: Cummins, Hembry, McNeill, Paustian and Helm. Also present: Wagner, Armstrong, Lenz, Nash, DuFour, Taber, Ratliff, Fitch, the press and other visitors.

Agenda:

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

Consent Agenda:

Motion by Hembry, second by Paustian to approve the consent agenda which includes the June 7th Council Meeting Minutes, May 2021 Investment and Treasurer's Repor, tMay 24th Library Minutes, May 2021 Library Director's Report, Point of Care Ultrasound Program/Education, Downtown Revitalization Incentive Program (DRIP) Request, Stuart Clark, 118 West 5th Street, Street closure, East 5th Street, between Cedar Street and Meridian Street, for Touch A Truck event on Saturday, August 7th, 8:30 a.m. to 11:00 a.m., Knights of Columbus Road Race on the 4th of July, Tobacco license renewals, July 1, 2021, and the following claims list. Following the roll call vote the motion passed unanimously.

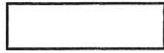
AAA MECHANICAL INC	MAINTENANCE AGREEMENT	707.39
ACCESS SYSTEMS LEASING	COPIER AGREEMENT	97.93
AFLAC	AFLAC AFTER TAX PY W/HOLDING	653.01
AHLERS & COONEY P.C.	LOUISA NDA	246.00
ASCENT AVIATION GROUP INC	1300 GL AVIATION FUEL	5057.77
ATLANTIC BOTTLING CO	DRINK ORDER	1515.12
AUCA CHICAGO LOCKBOX	MATS	135.00
AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	1581.93
AXA EQUI-VEST PROCESSING O	DEF. COMP PRETAX	435.00
BAKER & TAYLOR	BOOKS	809.05
BANLEACO	COPIERS CONTRACT	105.60
BLUE CROSS/BLUE SHIELD	BCBS HEALTH INSURANCE PYMT	36629.79
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	359.70
CARRICO AQUATIC RESOURCES	CHEMICALS	1102.28
CARVE R WAY	TREE SCULPTURE CARVINGS	1750.00
CCL SUPPLY LLC	OPERATING SUPPLIES	165.54
CEDAR COUNTY CO-OP	FUEL DISCOUNT	3947.05
CEDAR COUNTY ENGINEER	17.3 GL DSL	1458.89
CEDAR COUNTY REPAIR INC	EQUIPMENT REPAIR SUPPLIES	140.88
CEDAR COUNTY SOLID WASTE	TRANSFER FEES	2493.00
CEDAR COUNTY VFW POST 2537	FLAG	33.00
CENTRAL IOWA DISTRIBUTING	SHOP SUPPLIES	257.00
CINTAS CORPORATION	FIRST AID SUPPLIES	84.28
CINTAS LOC	UNIFORMS	778.64
CITY OF TIPTON	MISC. EMPLOYEE REIMBURSEMENTS	475.00
CITY OF TIPTON FUNDS	ADMINISTRATIVE SERVICES	24609.34

CITY UTILITIES	CITY UTILITIES	5436.08
CLARENCE LOWDEN SUN-NEWS & COLLECTION SERVICES CENTER	FAC SCHEDULE	183.00
DAVE & SALLY KRUSE	CHILD SUPPORT	96.73
EASTERN IOWA LIGHT & POWER	TIF REBATE	9863.81
ELECTRICAL ENGINEERING & ENERGY ECONOMICS INC	UTILITIES	1102.46
ERIC STORJOHANN	OPERATING SUPPLIES	3.01
FAMILY FOODS	2 GAS METERS	4494.00
FLETCHER-REINHARDT CO.	VETERAN MONUMENT REPAIRS	1250.00
FOX APPARATUS REPAIR & MAINT	MISC SUPPLIES	40.19
GRAINGER	OVERHEAD SUPPLIES	305.60
GRASSHOPPER LAWN CARE DBA	EQUIPMENT REPAIRS/PARTS	1277.75
GROEBNER & ASSOCIATES INC	BLDG MAINT SUPPLIES	248.99
HAWKINS INC	CONTRACT PAY 05/16-06/15	2925.00
I.R.S.	GAS SERVICE LINE SUPPLIES	1182.90
IOWA DEPT OF PUBLIC SAFETY	CHEMICALS	3904.49
IOWA LAW ENFORCEMENT ACADEMY	FEDERAL WITHHOLDING	19010.20
IPERS	ON-LINE WARRANTS & ARTICLES	1200.00
J ROBERT HOPSON	TRAINING	50.00
JETCO INC	IPERS WITHHOLDING, FIRE	12129.58
JOHN & BONNIE DORNFELD	509A ACTUARIAL CERTIFICATION	550.00
JOHN DEERE FINANCIAL	CALIBRATE FLOW METER	120.00
JOHNSON COUNTY AMBULANCE SERVICES	TIF REBATE	7392.74
KOFRON BUILDERS INC	OPERATING SUPPLIES	1250.79
LEXIPOL	ALS INTERCEPT	400.00
LINDA BECK	BUILDING REPAIRS FROM DERECHO	1884.00
LYNCH DALLAS PC	ONLINE EDUCATION	2655.00
MANATTS INC	MILEAGE REIMBURSEMENT	91.84
MC CLURE ENGINEERING COMPANY	LEGAL SERVICES	6105.00
MISC. VENDOR	TIPTON SIGN BASE WORK	261.75
MISSISSIPPI VALLEY PUMP IN	WWTP IMPROVEMENTS	13879.25
MUNICIPAL SUPPLY INC	MIDTOWN TOWING & REPAIR:TOW	3211.69
NFP PROPERTY & CASUALTY SERVICES	PUMP WEST LAGOON LIFT STATION	21206.89
O'ROURKE MOTORS INC	WATER MAINS SUPPLIES	342.00
OFFICE EXPRESS	MEDICAL DIRECTOR INSURANCE	3999.60
OFFICE MACHINE CONSULTANTS	TIF REBATE	846.73
ORIGIN DESIGN	OFFICE SUPPLIES	548.88
POWER LINE SUPPLY	COMPUTER EXPENSE	15098.00
POWER PLANT COMPLIANCE	CEDAR STREET IMPROVEMENTS	105905.50
PREMIER PARTS INC	UNDERGROUND SUPPLIES	4649.91
PRINCIPAL	3 CATALYSTS	10441.44
QC ANALYTICAL SERVICES LLC	ENCORE SCANNER	763.33
	GTL_VTL INSURANCE	1191.61
	WASTEWATER TESTING	1556.18

REPUBLIC SERVICES OF IOWA	RECYCLING SORT FEES	675.82
RESCO	OVERHEAD SUPPLIES	143.12
SCHIMBERG CO	WATER MAIN SUPPLIES	106.72
SCHUMACHER ELEVATOR COMPAN	MONTHLY MAINTENANCE	238.93
SKARSHAUG TESTING LAB	CLEANING AND TESTING	342.71
SPAHN & ROSE LUMBER CO	BLDG MAINT SUPPLIES	814.78
STAATS	1,487 SWIM CLUB RIBBONS	577.08
STATE HYGIENIC LABORATORY	POOL TESTING	281.00
THOMPSON TRUCK & TRAILER	REPAIR PARTS #29	245.06
TIFFINY'S TIPTON BAKERY	DARE SUPPLIES	115.01
TIPTON CHAMBER OF COMMERCE	4TH OF JULY CHAMBER BUCKS	135.00
TIPTON CONSERVATIVE	FLUSHING,MINUTES,FAC SCHEDULE	944.72
TIPTON PHARMACY	PHARMACEUTICALS	426.30
TREASURER, STATE OF IOWA	STATE WITHOLDING	2949.00
UNUM LIFE INSURANCE COMPAN	LONG TERM DISABILITY PAYROLL	363.26
USA BLUE BOOK	LAB SUPPLIES	156.64
VERIZON	CELL & DATA SERVICE	1556.00
WOODRUFF CONSTRUCTION LLC	PAY APP NO 12	343785.90
** TOTAL **		708541.16

FUND TOTALS		
001	GENERAL GOVERNMENT	67090.93
110	ROAD USE TAX FUND	106766.81
125	TIF SPECIAL REVENUE FUND	18103.28
303	WASTEWATER PROJECT	357665.15
600	WATER OPERATING	28868.58
610	WASTEWATER/AKA SEWER REV	7885.83
630	ELECTRIC OPERATING	35090.81
640	GAS OPERATING	14934.98
660	AIRPORT OPERATING	5298.72
670	GARBAGE COLLECTION	8407.66
740	STORM WATER	1172.02
810	CENTRAL GARAGE	8125.70
820	PSF HEALTH INSURANCE	550.00
835	ADMINISTRATIVE SERVICES	23226.76
860	PAYROLL ACCOUNT	25353.93
	GRAND TOTAL	708541.16

CITY CREDIT CARD STATEMENT
Finance Director



Telecommunications	LogMeIn	30.35
Technology	License Renewal - Microsoft	1440.00
		720.00
		240.00

		1200.00	
		480.00	
		480.00	
		240.00	
		1440.00	
		720.00	
		80.00	
		80.00	
		80.00	
		240.00	
			7470.35
Library			
Materials	Amazon, Walmart	217.02	
Programming	Scholastic Education, Book Depot, Amazon	843.44	
Office Supplies	Demco,	161.99	
Postage/Shipping	USPS	2.75	
Miscellaneous	Amazon Business Prime	191.53	
			1416.73
Ambulance			
Training	Jones & Bartlett Learning	40.95	
Building Maint & Repair	Menards, Lowe's	375.11	
Telecommunications	JAMF	4.00	
		16.00	
		6.00	
		2.00	
Advertising	Facebook	6.80	
Operating Supplies	Live Action Safety	839.16	
			1290.02
Fire			
Office Supplies	Amazon	49.15	
			49.15
Police			
Training -	Blue To Gold	151.98	
Miscellaneous	Walmart, Amazon	1553.74	
			1705.72
Electric			
Travel Training	Buffalo Wild Wings, Cancun Mexican Rst., Pancheros	52.82	
Office Supplies	Walmart	7.94	
Miscellaneous	Walmart	24.95	
Fuel	Casey's	40.01	
			125.72

Gas

Operational Equip & Repair	PayPal, Desert Aire Corp	586.46	
Mains	Tiger Supplies	285.48	
			871.94

Public Works

Repair Parts	4 State Trucks	388.57	
Technology	Walmart	385.57	
Office Supplies	Walmart	70.72	
			844.86

REC / Aquatic Center

Uniforms/Equipment	Epic Sprots	1070.32	
Operating Supplies	Direct Sports Inc	790.84	
Operating Supplies	Amazon, American Red Cross	393.50	
Operational Equip & Repair	AccessTR.com	598.00	
Uniforms/Equipment	Lifeguard Store, Scheels	1212.63	
Operating Supplies	Lifeguard Store, Homebase	1104.46	
			5169.75

Statement Total**18944.24****Public Hearing:**

1. Public Hearing to consider a Community Development and Housing Needs Assessment
 Motion by McNeill, second by Cummins to open the public hearing at 5:48 p.m. Following the roll call vote the motion passed unanimously.
 With no written or oral objections, a motion was made by McNeill, second by Hembry to close the public hearing at 5:51 p.m. Following the roll call vote the motion passed unanimously.

New Business:

- Resolution No. 062121A: Resolution approving a Community Development and Housing Needs Assessment following the public hearing.
 Motion by McNeill, second by Paustian to approve Resolution No. 062121A, the resolution approving a Community Development and Housing Needs Assessment following the public hearing. Following the roll call vote the motion passed unanimously.
- Resolution No. 062121B: Resolution setting the time and place of a public hearing on the submission of a CDBG application for the City of Tipton, Iowa
 Motion by McNeill, second by Cummins to approve Resolution No. 062121B, the resolution setting the time and place of a public hearing on Monday, July 12th, at 5:30 p.m., to consider the submission of a CDBG application for a housing rehabilitation program for the City of Tipton, Iowa Following the roll call vote the motion passed unanimously.
- Resolution No. 062121C: Resolution to assess nuisance charge due to non-payment by property owner.
 Motion by Hembry, second by Cummins to approve Resolution No. 060211C, the resolution to assess a nuisance charge due to non-payment by the property owner. Following the roll call vote the motion passed unanimously.
- Resolution No. 062121D: Resolution setting the compensation for appointed City officers and employees for Fiscal Year 2021-2022
 Motion by Cummins, second by Paustian to approve Resolution No. 062121D, the resolution setting the compensation for appointed City officers and employees for Fiscal Year 2021-2022. Following the roll call vote the motion passed unanimously.

5. Resolution No. 062121E: Resolution Authorizing Transfers

Motion by McNeill, second by Cummins to approve Resolution No. 062121E, the resolution authorizing transfers. Following the roll call vote the motion passed unanimously.

6. Resolution No. 062121F: Resolution establishing the Mayor’s selection of the City Council as the “Advisory Committee” for making recommendations related to the use of the “Tipton Community Enhancement Fund” to the Community Foundation of Cedar County

Motion by Hembry, second by McNeill to approve Resolution No. 062121F, the resolution establishing the Mayor’s selection of the City Council as the “Advisory Committee” for making recommendations related to the use of the “Tipton Community Enhancement Fund” to the Community Foundation of Cedar County. The council designates Tipton’s City Manager and Mayor, respectively, as its primary and alternate contacts. Following the roll call vote the motion passed unanimously.

7. Resolution No. 062121G: Resolution accepting FAA’s Airport Coronavirus Relief Grant Program (ACRGP) Grant Agreement (Grant 3-19-0134-005-2021, Unique Entity Identifier 051100113) for the Mathews Memorial Airport

Motion by McNeill, second Hembry to approve Resolution No. 062121G, the resolution accepting FAA’s Airport Coronavirus Relief Grant Program (ACRGP) Grant Agreement (Grant 3-19-0134-005-2021, Unique Entity Identifier 051100113) for the Mathews Memorial Airport. Following the roll call vote the motion passed unanimously.

8. American Rescue Plan and the agreement for Non-Entitlement

Motion by Hembry, second by Cummins to approve the American Rescue Plan and the agreement for non-entitlement. Following the roll call vote the motion passed unanimously.

9. Home Base Iowa Incentives

Motion by Helm, second by Cummins to have department heads submit a plan to the County. Following the roll call vote the motion passed unanimously.

10. Ordinance No. 580: Ordinance amending Chapter 65; stop or yield required: Section 65.01, stop required and Section 65.03, yield required (First Reading)

Motion by Hembry, second by Helm to approve the first reading of Ordinance No. 580, the ordinance amending Chapter 65; stop or yield required: Section 65.01, stop required and Section 65.03, yield required. Following the roll call vote the motion passed unanimously.

Reports of Mayor/Council/Manager/Department Heads:

1. Director of Public Works Nash gave an update on what is going on in the public works department.
2. Development Director Beck shared that a team of volunteers from Xerxes is going to clean downtown this week.

Adjourn:

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

Meeting adjourned at 6:18 p.m.

Mayor_____

Attest:_____

City Clerk

AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	7/12/2021
AGENDA ITEM:	DRIP Program Reimbursement
ACTION:	Motion to approve, deny or table

**SYNOPSIS: Downtown Revitalization Incentive Program (DRIP) Reimbursement request:
Applicant: Guillermo Pacheco DBA: Mi Tierra Mexican Grill located at 310 Cedar Street.
Amount for Reimbursement: \$7,500.00**

Due to COVID-19 Pandemic, the Commission is following the guidelines of social distancing and therefore cancelled their meeting and corresponded via email (but couldn't legally vote). However, there weren't any objections via email for the reimbursement requested by Guillermo Pacheco DBA: Mi Tierra Mexican Grill. The Commission is asking the City Council to make the final decision regarding the application.

Re: Guillermo Pacheco DBA: Mi Tierra Mexican Grill DRIP Commercial Grant Reimbursement

Reimbursement request:

Applicant: Guillermo Pacheco – DBA: Mi Tierra Mexican Grill

- **Project Total: \$32,240.00 – Commercial Grant - New roof**
- **Reimbursement amount: \$7,500.00**
- **Recommendation: The project has met its requirements and is recommended for reimbursement in the above amount of \$7,500.00**

BUDGET ITEM: 160-5-599-2-64996

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

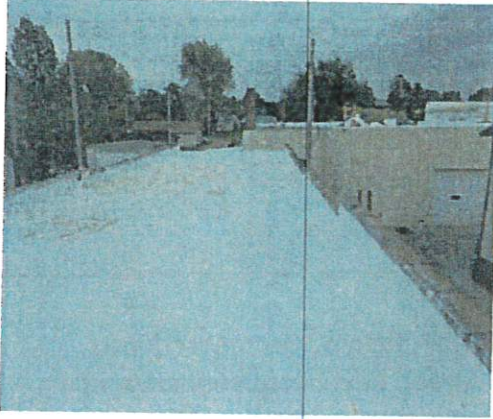
MAYOR/COUNCIL ACTION: Motion to approve, deny or table request.

ATTACHMENTS: Pictures of completed project

Date prepared: 6/28/2021

Mi Tierra before and after roof photos
Building 310 Cedar Street

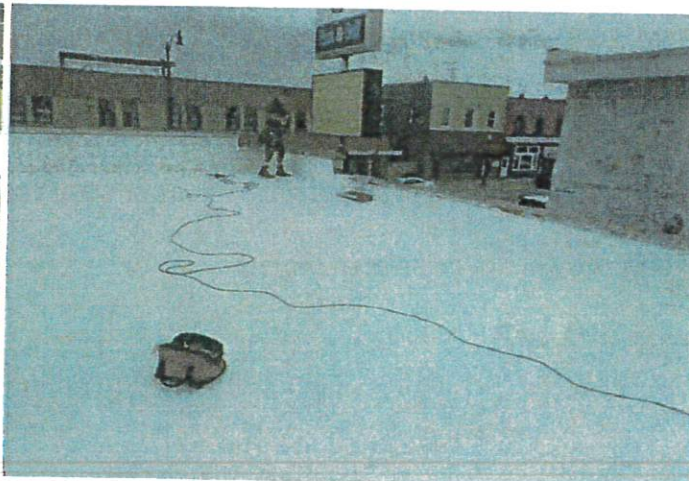
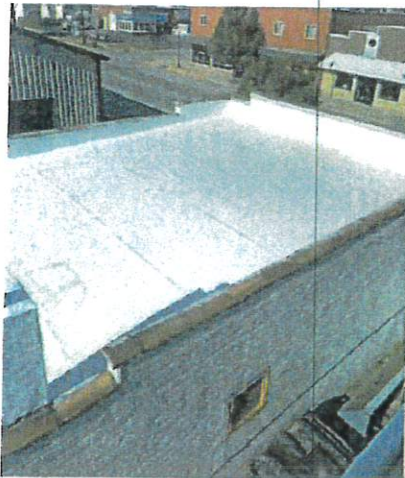
Before



Working on Roof



After



AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	7/12/2021
AGENDA ITEM:	DRIP Program Reimbursement
ACTION:	Motion to approve, deny or table

**SYNOPSIS: Downtown Revitalization Incentive Program (DRIP) Reimbursement request:
Applicant: Dane Esbeck's building located at 122 East 5th Street. Reimbursement amount:
\$7,500.00**

Due to COVID-19 Pandemic, the Commission is following the guidelines of social distancing and therefore cancelled their meeting and corresponded via email (but couldn't legally vote). However, there weren't any objections via email for the reimbursement requested by Guillermo Pacheco DBA: Mi Tierra Mexican Grill. The Commission is asking the City Council to make the final decision regarding the application.

Re: Dane Esbeck's building located at 122 East 5th Street

Reimbursement request:

Applicant: Dane Esbeck

- Project Total: \$17,763.78 – Commercial Interior Grant
- Reimbursement amount: \$7,500.00
- Recommendation: The project has met its requirements and is recommended for reimbursement in the above amount of \$7,500.00

BUDGET ITEM: 160-5-599-2-64996

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

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

ATTACHMENTS: Pictures of completed project

Date prepared: 6/28/2021

Dane Esbeck building located at 122 E 5th Street

Before



After



AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	7/12//2021
AGENDA ITEM:	TRIP Program Request
ACTION:	Motion to approve, deny or table

SYNOPSIS:

Tipton Revitalization Incentive Program (TRIP) Request

Applicant: Vicki Jones and Brian Miller DBA: HoneyPot Wholesale Warehouse
Will be purchasing Heartland Sport Complex Building located at 42 Spruce Street

Due to the COVID-19 Pandemic, the Commission is following the guidelines of social distancing and therefore cancelled their meeting and corresponded via email (but couldn't legally vote). However, there weren't any objections via email to proceed with granting approval with this project. The Commission is asking the City Council to make final decision regarding this application.

This is a TRIP Acquisition Assistance Grant. This program is designed to assist business owners acquire a property and this program qualifies for reimbursement up to \$7,500.00 of the purchase price, abstracting, attorney fees and other closing costs. Total amount of purchase: \$850,000.00. They are putting \$70,000 as a down payment. Amount suggested to approve by the Commission: \$7,500.00.

Project Summary:

- This is a wholesale business that 121 vendors rent booth space. Booths are 10x10 but most rent a double booth. This is not for the public to come in and purchase items but buyers of stores.

BUDGET ITEM: 160-5-599-2-64995

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Approve, deny or Table

ATTACHMENTS: Pictures

PREPARED BY: Linda Beck

DATE PREPARED: 7/1/2021

TRIP Acquisition Assistance Grant

Vicki Jones and Brian Miller DBA: Honeypot Wholesale Warehouse 2021

Heartland Sports Complex 42 Spruce Street

Front of Heartland facing North



Westside of building



Southside of Building



Eastside of Building





Contractor's Application for Payment No.

THIRTEEN (13)

Application Period: 5/29/2021 to 6/30/2021 Application Date: 6/30/2021

To (Owner):	City of Tipton 407 Lynn Street, Tipton, IA 52772	From (Contractor):	Woodruff Construction, LLC 501 Greenfield Drive, Tiffin, IA 52340	Via (Engineer):	McClure Engineering Company 1740 Lininger Lane, North Liberty, IA 52317
Owner's Contract Number:	CWSRF No. 1920928-01	Contractor's Contract Number:	20-032	Engineer's Project Number:	3315001-05
Project:	Wastewater Treatment Plant Improvements 2018		Contract:	Wastewater Treatment Plant Improvements 2018	

Application For Payment - Change Order Summary			
Approved Change Orders			
Number	Additions	Deductions	
001	\$ -	\$ 283,450.00	
002	\$ -	\$ 84,876.00	
003	\$ -	\$ 79.13	
004	\$ -	\$ 9,559.41	
Totals:	\$ -	\$ 377,964.54	
Net Change by Change Order:	\$ (377,964.54)		

1. Original Contract Price.....	\$	7,269,000.00
2. Net change by Change Orders.....	\$	(377,964.54)
3. Current Contract Price (Line 1 ± 2).....	\$	6,891,035.46
4. Total Completed and Stored to Date (Column F on Progress Estimate).....	\$	6,499,210.68
5. Retainage		
a. 5.0% X \$ 6,414,373.16 Work Completed.....	\$	320,718.65
b. 5.0% X \$ 84,837.52 Stored Material.....	\$	4,241.87
c. Early Release of Retainage.....	\$	-
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$	324,960.52
6. Amount Eligible to Date (Line 4 - Line 5d).....	\$	6,174,250.16
7. Less Previous Payments (Line 6 from prior Application).....	\$	5,561,492.03
8. Amount Due This Application.....	\$	612,758.13
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above).....	\$	716,785.30

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

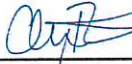
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: 7/1/2021

Payment of: \$612,758.13
(Line 8 or other - attach explanation of the other amount)

is recommended by:  7/1/2021
(Engineer) (Date)

Payment of: _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): Wastewater Treatment Plant Improvements 2018				Application Number:		THIRTEEN (13)		
Application Period:		5/29/2021 to 6/30/2021		Application Date:		6/30/2021		
Specification Section Number	Description	Scheduled Value (\$)	Work Completed		Materials Presently Stored (not in C or D)	F		G
			C	D		Total Completed and Stored to Date (C + D + E)	% (F/B)	
Division 1 - General Requirements								
01.01	Bonds & Insurance	\$ 46,032.00	\$ 46,032.00	\$ -	\$ -	\$ 46,032.00	100.00%	\$ -
01.02	Mobilization	\$ 106,250.00	\$ 106,250.00	\$ -	\$ -	\$ 106,250.00	100.00%	\$ -
01.03	General Conditions	\$ 439,738.00	\$ 434,738.00	\$ 2,500.00	\$ -	\$ 437,238.00	99.43%	\$ 2,500.00
01.04	Project Supervision	\$ 102,340.00	\$ 101,340.00	\$ 500.00	\$ -	\$ 101,840.00	99.51%	\$ 500.00
01.05	Project Management	\$ 64,990.00	\$ 63,865.00	\$ 600.00	\$ -	\$ 64,465.00	99.19%	\$ 525.00
Division 2 - Site Work								
02.01	Demolition	\$ 15,449.00	\$ 15,449.00	\$ -	\$ -	\$ 15,449.00	100.00%	\$ -
Division 3 - Concrete								
03.01	Concrete Reinforcement	\$ 20,134.00	\$ 20,134.00	\$ -	\$ -	\$ 20,134.00	100.00%	\$ -
03.02	Concrete Foundation and Slab on Grade	\$ 116,652.00	\$ 116,652.00	\$ -	\$ -	\$ 116,652.00	100.00%	\$ -
03.03	Grout Infill	\$ 4,282.00	\$ 4,282.00	\$ -	\$ -	\$ 4,282.00	100.00%	\$ -
03.04	Transformer/Generator Pad	\$ 21,000.00	\$ 21,000.00	\$ -	\$ -	\$ 21,000.00	100.00%	\$ -
Division 4 - Masonry								
04.01	Masonry	\$ 65,711.00	\$ 62,424.90	\$ -	\$ -	\$ 62,424.90	95.00%	\$ 3,286.10
Division 5 - Metals								
05.01	Miscellaneous Metals	\$ 10,500.00	\$ 9,450.00	\$ 525.00	\$ -	\$ 9,975.00	95.00%	\$ 525.00
05.02	Aluminum Grating	\$ 46,210.00	\$ 34,657.00	\$ -	\$ -	\$ 34,657.00	75.00%	\$ 11,553.00
Division 6 - Wood, Plastics, and Composites								
06.01	Rough Carpentry (Truss Assembly)	\$ 28,332.00	\$ 28,332.00	\$ -	\$ -	\$ 28,332.00	100.00%	\$ -
06.02	Rough Carpentry (SAGR Walls)	\$ 110,105.00	\$ 110,105.00	\$ -	\$ -	\$ 110,105.00	100.00%	\$ -
Division 7 - Thermal and Moisture Protection								
07.01	Thermal & Moisture Protection	\$ 16,890.00	\$ 16,356.50	\$ -	\$ -	\$ 16,356.50	96.84%	\$ 533.50
07.02	Metal Roofing and Flashings	\$ 48,433.00	\$ 45,903.00	\$ 2,530.00	\$ -	\$ 48,433.00	100.00%	\$ -
Division 8 - Openings								
08.01	Aluminum Windows	\$ 2,850.00	\$ 2,850.00	\$ -	\$ -	\$ 2,850.00	100.00%	\$ -
08.02	Aluminum Doors & Frames	\$ 42,310.00	\$ 42,310.00	\$ -	\$ -	\$ 42,310.00	100.00%	\$ -

Specification Section Number	A Description	B Scheduled Value (\$)	Work Completed		E Materials Presently Stored (not in C or D)	F		G Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period		Total Completed and Stored to Date (C + D + E)	% (F/B)	
08.03	Roll Up Doors	\$ 18,240.00	\$ 18,240.00	\$ -	\$ -	\$ 18,240.00	100.00%	\$ -
Division 9 - Finishes								
09.01	Gypsum Board Assemblies	\$ 16,900.00	\$ 16,900.00	\$ -	\$ -	\$ 16,900.00	100.00%	\$ -
09.02	Painting/Coatings	\$ 19,890.00	\$ 14,945.00	\$ -	\$ -	\$ 14,945.00	75.14%	\$ 4,945.00
Division 10 - Specialties								
10.01	Specialties	\$ 1,219.00	\$ 609.50	\$ -	\$ -	\$ 609.50	50.00%	\$ 609.50
Division 22 - Plumbing								
22.01	Sewer Service	\$ 3,295.00	\$ 500.00	\$ 2,795.00	\$ -	\$ 3,295.00	100.00%	\$ -
22.02	Plumbing Fixtures	\$ 825.00	\$ -	\$ 825.00	\$ -	\$ 825.00	100.00%	\$ -
22.03	Water Service	\$ 3,680.00	\$ 500.00	\$ 3,180.00	\$ -	\$ 3,680.00	100.00%	\$ -
Division 23 - Heating, Ventilating, and Air Conditioning								
23.01	Equipment/Controls	\$ 41,057.00	\$ -	\$ 39,004.00	\$ -	\$ 39,004.00	95.00%	\$ 2,053.00
23.02	Ductwork	\$ 3,421.00	\$ 2,421.00	\$ 500.00	\$ -	\$ 2,921.00	85.38%	\$ 500.00
23.03	Testing & Balancing	\$ 1,829.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,829.00
Division 26 - Electrical								
26.01	Electrical Systems (Conduit & Wiring)	\$ 108,027.00	\$ 86,419.75	\$ 16,204.00	\$ -	\$ 102,623.75	95.00%	\$ 5,403.25
26.02	Lighting & Wiring Devices	\$ 26,438.00	\$ 25,116.00	\$ 1,322.00	\$ -	\$ 26,438.00	100.00%	\$ -
26.03	Standby Generator	\$ 77,850.00	\$ 73,957.00	\$ 2,000.00	\$ -	\$ 75,957.00	97.57%	\$ 1,893.00
26.04	Radio Antenna Poles	\$ 37,550.00	\$ -	\$ 30,040.00	\$ -	\$ 30,040.00	80.00%	\$ 7,510.00
Division 31 - Earthwork								
31.01	Site Demolition	\$ 38,150.00	\$ 35,335.00	\$ 2,815.00	\$ -	\$ 38,150.00	100.00%	\$ -
31.02	Rough Grading	\$ 67,500.00	\$ 61,750.00	\$ -	\$ -	\$ 61,750.00	91.48%	\$ 5,750.00
31.03	Finish Grading	\$ 19,740.00	\$ 1,974.00	\$ 7,896.00	\$ -	\$ 9,870.00	50.00%	\$ 9,870.00
Division 32 - Exterior Improvements								
32.01	SWPPP/Erosion Control	\$ 15,645.00	\$ 14,350.00	\$ -	\$ -	\$ 14,350.00	91.72%	\$ 1,295.00
32.02	Seeding/Stabilization	\$ 23,705.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 23,705.00
Division 33 - Utilities								
33.01	Water Services	\$ 16,910.00	\$ 14,373.50	\$ 2,000.00	\$ -	\$ 16,373.50	96.83%	\$ 536.50
33.02.1	Sewer Services - 4" Diameter Piping	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	100.00%	\$ -
33.02.2	Sewer Services - 12" Diameter Piping	\$ 25,630.00	\$ 25,630.00	\$ -	\$ -	\$ 25,630.00	100.00%	\$ -
33.02.3	Sewer Services - 16" Diameter Piping	\$ 222,550.80	\$ 55,000.00	\$ 167,550.80	\$ -	\$ 222,550.80	100.00%	\$ -
33.02.4	Sewer Services - 18" Diameter Piping	\$ 62,815.59	\$ 62,815.59	\$ -	\$ -	\$ 62,815.59	100.00%	\$ -
33.02.5	Sewer Services - 24" Diameter Piping	\$ 318,550.00	\$ 190,104.00	\$ 89,495.00	\$ 7,095.69	\$ 286,694.69	90.00%	\$ 31,855.31

Specification Section Number	A Description	B Scheduled Value (\$)	Work Completed		E Materials Presently Stored (not in Cor D)	F		G Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period		Total Completed and Stored to Date (C + D + E)	% (F/B)	
33.03	Manholes & Structures	\$ 201,600.00	\$ 92,158.17	\$ 80,640.00	\$ 8,641.83	\$ 181,440.00	90.00%	\$ 20,160.00
33.04	Storm Sewer Piping	\$ 27,250.00	\$ 16,625.00	\$ 9,262.50	\$ -	\$ 25,887.50	95.00%	\$ 1,362.50
Division 40 - Process Interconnections								
40.01	Above Grade Air Process Piping	\$ 49,000.00	\$ 49,000.00	\$ -	\$ -	\$ 49,000.00	100.00%	\$ -
40.02	HDPE Air Piping	\$ 35,700.00	\$ 10,400.00	\$ 23,515.00	\$ -	\$ 33,915.00	95.00%	\$ 1,785.00
40.03	Process Valves	\$ 342,000.00	\$ 54,214.22	\$ 253,586.00	\$ -	\$ 307,800.22	90.00%	\$ 34,199.78
40.04	Controls Submittal/Design	\$ 19,500.00	\$ 19,500.00	\$ -	\$ -	\$ 19,500.00	100.00%	\$ -
40.05	Controls & Integration East Lagoon	\$ 62,472.00	\$ -	\$ 49,978.00	\$ -	\$ 49,978.00	80.00%	\$ 12,494.00
40.06	Controls & Integration West Lagoon	\$ 315,373.00	\$ 252,298.00	\$ 31,537.50	\$ -	\$ 283,835.50	90.00%	\$ 31,537.50
40.07	Controls Startup/Training	\$ 17,540.00	\$ 4,385.00	\$ -	\$ -	\$ 4,385.00	25.00%	\$ 13,155.00
Division 41 - Material Processing and Handling Equipment								
41.01	Cranes & Hoists	\$ 1,890.00	\$ 1,890.00	\$ -	\$ -	\$ 1,890.00	100.00%	\$ -
Division 46 - Water and Wastewater Equipment								
46.01	Open Channel Grinders	\$ 72,500.00	\$ -	\$ -	\$ 69,100.00	\$ 69,100.00	95.31%	\$ 3,400.00
46.02.1	Aerated Lagoon Equipment (Material and Labor)	\$ 364,331.00	\$ 364,331.00	\$ -	\$ -	\$ 364,331.00	100.00%	\$ -
46.02.2	Lagoon Baffle Curtain	\$ -	\$ -	\$ -	\$ -	\$ -	100.00%	\$ -
46.03.1	SAGR (Material and Labor)	\$ 909,717.00	\$ 884,231.15	\$ 23,000.00	\$ -	\$ 907,231.15	99.73%	\$ 2,485.85
46.03.2	SAGR Stone	\$ 725,000.00	\$ 725,000.00	\$ -	\$ -	\$ 725,000.00	100.00%	\$ -
46.03.3	SAGR Geosynthetic Liner	\$ 285,780.00	\$ 285,780.00	\$ -	\$ -	\$ 285,780.00	100.00%	\$ -
46.03.4	SAGR Mulch	\$ 8,855.00	\$ 8,855.00	\$ -	\$ -	\$ 8,855.00	100.00%	\$ -
46.04	Ultraviolet Disinfection Equipment	\$ 205,880.00	\$ 117,190.00	\$ 88,690.00	\$ -	\$ 205,880.00	100.00%	\$ -
Lump Sum Included Unit Prices								
UP-1	Base Excavation 1 LS @ \$287,000.00/LS	\$ 287,000.00	\$ 276,650.00	\$ 10,350.00	\$ -	\$ 287,000.00	100.00%	\$ -
UP-2	Overexcavation of Unsuitable Backfill Materials 5,000 CY @ \$19.95/CY CO-002: 1,800 CY @ \$19.95/CY	\$ 35,910.00	\$ 35,910.00	\$ -	\$ -	\$ 35,910.00	100.00%	\$ -
UP-3	Soil Amendment - Farming 5,000 CY @ \$4.73/CY CO-001: 0 CY @ \$4.73/CY	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -

Specification Section Number	A Description	B Scheduled Value (\$)	Work Completed		E Materials Presently Stored (not in C or D)	F		G Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period		Total Completed and Stored to Date (C + D + E)	% (F/B)	
UP-4	Soil Amendment - Chemical Treatment 5,000 CY @ \$27.30/CY CO-001: 0 CY @ \$27.30/CY	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
UP-5	Imported Backfill 5,000 CY @ \$13.65/CY	\$ 68,250.00	\$ 37,686.00	\$ 6,845.00	\$ -	\$ 44,531.00	65.25%	\$ 23,719.00
UP-6	Off-Site Disposal of Unsuitable Backfill Materials 10,000 CY @ \$7.88/CY	\$ 78,800.00	\$ 78,800.00	\$ -	\$ -	\$ 78,800.00	100.00%	\$ -
UP-7	East WWTP Sludge Removal and Disposal 910,000 Gal @ \$0.12/Gal	\$ 109,200.00	\$ 42,210.00	\$ -	\$ -	\$ 42,210.00	38.65%	\$ 66,990.00
UP-8	West WWTP Sludge Removal and Disposal 990,000 Gal @ \$0.11/Gal	\$ 108,900.00	\$ 128,146.70	\$ -	\$ -	\$ 128,146.70	117.67%	\$ (19,246.70)
UP-9	Crushed Stone Paving 480 TN @ \$29.40/TN	\$ 14,112.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 14,112.00
UP-10	Security Fence 1,450 LF @ \$20.28/LF	\$ 29,406.00	\$ -	\$ 22,055.00	\$ -	\$ 22,055.00	75.00%	\$ 7,351.00
UP-11	Sanitary Sewer Gravity Main, Trenched, PVC, 10" Diameter 860 LF @ \$115.87/LF	\$ 99,648.20	\$ 89,683.38	\$ -	\$ -	\$ 89,683.38	90.00%	\$ 9,964.82
Project Allowances								
CA-1	Contingency Allowance	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 50,000.00
Contract Change Orders								
CO-001	Change Order #1 - Value Engineering	\$ (123,300.00)	\$ (122,640.00)	\$ (660.00)	\$ -	\$ (123,300.00)	100.00%	\$ -
CO-003.1	East WWTP Radio System Modifications	\$ (8,740.00)	\$ -	\$ (5,000.00)	\$ -	\$ (5,000.00)	57.21%	\$ (3,740.00)
CO-003.2	Rip-Rap Erosion Control	\$ 9,835.87	\$ -	\$ 4,918.00	\$ -	\$ 4,918.00	50.00%	\$ 4,917.87
	Total	\$ 6,891,035.46	\$ 5,443,374.36	\$ 970,998.80	\$ 84,837.52	\$ 6,499,210.68	94.31%	\$ 391,824.78

Stored Material Summary

Contractor's Application

For (Contract):				Wastewater Treatment Plant Improvements 2018				Application Number:		THIRTEEN (13)	
Application Period:		5/29/2021 to 6/30/2021				Application Date:		6/30/2021			
A	B	C		D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G	
Specification Section / Bid Item No.	Supplier Invoice Number	Description of Materials or Equipment Stored	Storage Location	Stored Previously		Amount Stored this Month (\$)		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)	
				Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)		
6.02	30327548	SAGR Wall Material	On-Site	Jul-2020	\$ 33,085.80	\$ -	\$ 33,085.80	Nov-2020	\$ 33,085.80	\$ -	
46.03.3	202033-01	SAGR Geosynthetic Liner	On-Site	Aug-2020	\$ 124,150.00	\$ -	\$ 124,150.00	Nov-2020	\$ 124,150.00	\$ -	
46.02.1	5164	Aerated Lagoon Equipment	On-Site	Aug-2020	\$ 60,385.00	\$ -	\$ 60,385.00	May-2021	\$ 60,385.00	\$ -	
46.03.1	5164	SAGR Equipment	On-Site	Aug-2020	\$ 520,520.00	\$ -	\$ 520,520.00	Mar-2021	\$ 520,520.00	\$ -	
6.01	520077	Rough Carpentry (Truss Assembly)	On-Site	Oct-2020	\$ 7,515.00	\$ -	\$ 7,515.00	Dec-2020	\$ 7,515.00	\$ -	
40.01	25897	Blower Expansion Joints	On-Site	Nov-2020	\$ 26,914.00	\$ -	\$ 26,914.00	Apr-2021	\$ 26,914.00	\$ -	
33.03	3520058-00	Sanitary Sewer Manholes	On-Site	Nov-2020	\$ 8,641.83	\$ -	\$ 8,641.83		\$ -	\$ 8,641.83	
33.03	3520055-00	Sanitary Sewer Manholes	On-Site	Nov-2020	\$ 8,652.72	\$ -	\$ 8,652.72	May-2021	\$ 8,652.72	\$ -	
33.02.5	N340235	24" C900 PVC Pipe	On-Site	Nov-2020	\$ 13,650.00	\$ -	\$ 13,650.00	May-2021	\$ 13,650.00	\$ -	
33.02.5	N386868	24" C900 PVC Pipe	On-Site	Nov-2020	\$ 5,460.00	\$ -	\$ 5,460.00	Jun-2021	\$ 5,460.00	\$ -	
33.02.5	M982805	24" HEX Bolt Kits	On-Site	Nov-2020	\$ 17,325.84	\$ -	\$ 17,325.84	Jun-2021	\$ 17,325.84	\$ -	
33.02.3	M982805	16" HEX Bolt Kits	On-Site	Nov-2020	\$ 23,747.84	\$ -	\$ 23,747.84	Jun-2021	\$ 23,747.84	\$ -	
46.01	104162	JWC Environmental Open-Channel Grinder	On-Site	Dec-2020	\$ 69,100.00	\$ -	\$ 69,100.00		\$ -	\$ 69,100.00	
46.04	SLS/10303235	Trojan Ultraviolet Disinfection Equipment	On-Site	Dec-2020	\$ 166,498.00	\$ -	\$ 166,498.00	Jun-2021	\$ 166,498.00	\$ -	
40.03	26217	DeZurik Butterfly Valves	On-Site	Dec-2020	\$ 136,066.00	\$ -	\$ 136,066.00	Jun-2021	\$ 136,066.00	\$ -	
40.03	26141	AUMA Actuator	On-Site	Dec-2020	\$ 12,020.00	\$ -	\$ 12,020.00	Jun-2021	\$ 12,020.00	\$ -	
26.02	Multiple	Light Fixtures and Controls	On-Site	Mar-2021	\$ 7,354.75	\$ -	\$ 7,354.75	May-2021	\$ 7,354.75	\$ -	
33.02.3	N379583	16" C900 PVC Pipe	On-Site	Nov-2020	\$ 10,200.00	\$ -	\$ 10,200.00	Jun-2021	\$ 10,200.00	\$ -	
33.02.3	N274017	16" Fittings	On-Site	Mar-2021	\$ 69,921.56	\$ -	\$ 69,921.56	Jun-2021	\$ 69,921.56	\$ -	
33.02.4	N379583	18" C900 PVC Pipe	On-Site	Nov-2020	\$ 10,600.00	\$ -	\$ 10,600.00	May-2021	\$ 10,600.00	\$ -	
33.02.4	N274017	18" Fittings	On-Site	Mar-2021	\$ 3,472.70	\$ -	\$ 3,472.70	May-2021	\$ 3,472.70	\$ -	
33.02.5	N274017	24" Fittings	On-Site	Mar-2021	\$ 50,236.69	\$ -	\$ 50,236.69	Jun-2021	\$ 43,141.00	\$ 7,095.69	
40.01	11911	Stainless Steel Piping	On-Site	Mar-2021	\$ 15,948.00	\$ -	\$ 15,948.00	May-2021	\$ 15,948.00	\$ -	
40.03	N591092	Process Valves - 12" Plug Valves	On-Site	Mar-2021	\$ 29,475.22	\$ -	\$ 29,475.22	May-2021	\$ 29,475.22	\$ -	
					\$ -	\$ -	\$ -		\$ -	\$ -	
					\$ -	\$ -	\$ -		\$ -	\$ -	
					\$ -	\$ -	\$ -		\$ -	\$ -	
					\$ -	\$ -	\$ -		\$ -	\$ -	
					\$ -	\$ -	\$ -		\$ -	\$ -	
Totals					\$ 1,430,940.95	\$ -	\$ 1,430,940.95		\$ 1,346,103.43	\$ 84,837.52	

Partial Pay Estimates Paid-to-Date

Contractor's Application

For (Contract):	Wastewater Treatment Plant Improvements 2018				Application Number:	THIRTEEN (13)
					Application Date:	6/30/2021
Application Period:	From:	5/29/2021	To:	6/30/2021	Contractor:	Woodruff Construction, LLC 501 Greenfield Drive, Tiffin, IA 52340

Original Contract Amount: \$ 7,269,000.00

Approved Change Orders:

Number	Date	Amount
001	7/20/2020	\$ (283,450.00)
002	10/20/2020	\$ (84,876.00)
003	1/22/2021	\$ (79.13)
004	4/15/2021	\$ (9,559.41)

Revised Contract Amount: \$ 6,891,035.46

Pay Estimates Paid-to-Date

Pay Estimate Number	Date	Amount
001	7/20/2020	\$ 291,978.51
002	8/4/2020	\$ 239,312.60
003	9/9/2020	\$ 811,204.05
004	10/6/2020	\$ 270,833.46
005	11/3/2020	\$ 689,037.95
006	12/9/2020	\$ 942,895.93
007	1/19/2021	\$ 823,121.18
008	2/9/2021	\$ 100,903.52
009	3/9/2021	\$ 249,884.29
010	4/20/2021	\$ 441,424.42
011	5/4/2021	\$ 357,110.22
012	6/8/2021	\$ 343,785.90

Total Estimates Paid to Date: \$ 5,561,492.03

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Total Construction Cost: \$ 5,561,492.03



MASTER SCHEDULE

Tipon WWTF		Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
OPERATION/ACTIVITY	DESCRIPTION	28-Jun	29-Jun	30-Jun	1-Jul	2-Jul	3-Jul	4-Jul	5-Jul	6-Jul	7-Jul	8-Jul	9-Jul	10-Jul	11-Jul	12-Jul	13-Jul	14-Jul	15-Jul	16-Jul	17-Jul	18-Jul
Keep Contractor																						
SAGR Blower Building																						
Davenport Electric	Wire vents and dampers																					
Kraus Plumbing	Mech. Complete																					
Kraus Plumbing	Mech. Plumbing Complete																					
	Caulk saw joints and control joints																					
Dvorak	Paint UV /hd																					
Woodruff	Fix door headers																					
Raynor	Set limit switches																					
Lagoon Blower Building																						
Dvorak	Paint DIP																					
Nexom	Training																					
Exterior																						
Triple B	Backfill and grade around SAGR blower building																					
Woodruff	Install Actuator																					
Triple B	Finish site grading																					
Lifetime Fence	Finish fence																					
Triple B	Finish 6" air piping																					
Triple B	Finish 6" Storm tile																					
Triple B	Manhole up pipes																					
Davenport Electric	Install new conduits to Grinder																					
Woodruff	Install Grinder																					
Triple B	Install 4-2# plug valves																					
Woodruff	The in SAGR air pipe																					
Triple B	The in system/ East Lagoons																					
Woodruff	Leak test																					
Soil Tek	Finish seeding/ Seeding Window?																					
Jetco/Nexom	Training, Jetco/Trojan/Nexom																					
East Plant	Run underground conduits from bldg. to manhole																					

AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	July 12 th , 2021
AGENDA ITEM:	Approval for Transformer Refurbishment
ACTION:	Motion to Approve

SYNOPSIS: This is for refurbishing an existing Transformer that was removed from service from the Sewage Treatment Plant.

Being as this unit is not even 25 years old and meets the current dimensions for our new installation guidelines and is a name brand Unit from Cooper Power Products. This saves us approximately six thousand dollars over the purchase of a new one.

Normally I would remove certain transformers from service and sell for scrap value. As this unit is still a good value and would be best repurposed for our inventory saving the Utility and our Rate Payers money.

This was budgeted but wanted to share this with the council and rate payers, because after taxes it will exceed five thousand dollars.

I would recommend its refurbishment.

BUDGET ITEM: For return to stock.

RESPONSIBLE DEPARTMENT: Electric

MAYOR/COUNCIL ACTION: Approval Needed to proceed

ATTACHMENTS: Quote as received are attached

PREPARED BY: Floyd Taber

DATE PREPARED July 6, 2021



June 18, 2021

Tipton Municipal Utilities
Attn: Floyd Taber
407 Lynn Street
Tipton, IA 52772
563-886-6187

Dear Mr Taber,

Thank you for considering Emerald Transformer for your transformer and electrical equipment needs. Emerald Transformer offers our clients a broad spectrum of transformer and electrical equipment service needs, along with environmental services and can dispose of hazardous material at or through an Emerald Transformer owned and operated facility. In addition to managing your transformer service needs, Emerald Transformer also provides:

- Electrical Equipment Refurbishment
- Facility Decontamination/Remediation Services
- PCB Contaminated Oil Retrofilling
- Transformer and Equipment Decommissioning-Including PCB Disposal
- Oil Processing and Laboratory Analysis
- Transformer and Equipment Parts
- In-Field Technical Services

We appreciate the opportunity to be of service. If you have any questions regarding this proposal, please contact me at 618-567-5803.

Sincerely,

Tim Peterson
Sales & Business Development
Representative
Emerald Transformer
618-567-5803
tpeterson@emeraldtransformer.com



Budgetary Transformer Quote

QTY	KVA	Transformer	Condition	Price ea.
1	225	3Ph Padmount	Recondition	\$4,860.00

Warranty: 5 Years
Shipment - Reconditioned: 10-12 Weeks ARO
Pricing Valid: 30 days from Quoted Date
Freight: FOB – Factory: Prepaid & Allowed
Estimated Shipping Weight: To be determined post remanufacturing
Sales Tax: Taxes will be added for product delivered to or picked up by customers unless a taxexempt or resale certificate is provided with purchase order.

Transformer Specifications

- 1) 225 KVA Three Phase Padmount Transformer
 HV: 12470GRDY/7200 (95 KV BIL)
 LV: 480Y/277 (30 KV BIL)
 NonPCB Mineral Oil

GENERAL TERMS & CONDITIONS

Except where superseded by an existing agreement, the following terms and conditions apply to this quoted business:

- Emerald Transformer guarantees rates are firm for 30 days and order times will vary from 6-12 weeks.
- If the customer cancels an order, the customer may incur cancellation and restocking fees.
- Where modifications to the original transformer specifications become necessary, Emerald Transformer will obtain customer authorization for such modifications and a revised quoted price to fulfill order.
- Standard repair pricing includes a new paint, PRV, and gaskets. All other parts will be at additional cost.
- Pricing unless otherwise reflected does not include transportation or offloading fees at customer site. All rigging and removal from the truck/trailer is the responsibility of the customer. Customer is also responsible for loading the truck/ trailer when returning equipment.
- Emerald Transformer' standard credit terms are Net 30 days.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.



GENERAL TERMS & CONDITIONS (continued)

- Local, state, and federal fees/taxes are not included, and the customer is responsible to pay any such fees where applicable.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Emerald Transformer reserves the right to decline to enter into such an agreement without prejudice or penalty.

For order processing to proceed we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number.

Signed: _____

Date: _____

Purchase Order Number: _____



STANDARD LIMITED WARRANTY

Standard Limited Warranty: Subject to the limitations set forth herein, Emerald Transformer warrants that all equipment, of any make or type, that has been serviced by an Emerald Transformer facility and that has been in normal use and undergone normal service ("**Covered Equipment**"), will be free from defects in material (excluding customer supplied materials) and workmanship for a period of five (5) years from the date of delivery of the equipment by Emerald Transformer to the customer (the "**Warranty**").

Upon receipt of a warranty claim with respect to Covered Equipment, Emerald Transformer will perform a warranty analysis to determine whether the cause of the Covered Equipment's failure is covered under the terms of this Warranty. Emerald Transformer is not responsible for any repairs to or alterations of the Covered Equipment made by anyone other than Emerald Transformer without a specific written authorization from Emerald Transformer. If requested by Emerald Transformer, the customer shall promptly return the Covered Equipment to Emerald Transformer, freight prepaid, prior to any warranty analysis or attempted repair of the Covered Equipment. Emerald Transformer is not responsible for loss of or damage to the Covered Equipment in transit. Emerald Transformer's obligations under this Warranty are limited to, at its sole option, replacing, repairing or refunding the total amount paid by the customer to Emerald Transformer in connection with the Covered Equipment confirmed to be defective and covered under the terms of this Warranty by Emerald Transformer. Emerald Transformer is not responsible for replacing any paint or finish on the Covered Equipment that did not originate from an Emerald Transformer facility.

Notwithstanding anything to the contrary herein, this Warranty does not apply to damage to the Covered Equipment caused by:

- a. Acts of God, including, but not limited to, lightning, tornadoes, hurricanes, floods, or other natural occurrences;
- b. normal wear and tear, abnormal conditions of use, improper installation or maintenance, accident, neglect or misuse; or
- c. the supply of defective parts by, or improper repairs made by, anyone other than Emerald Transformer without a specific written authorization from Emerald Transformer.

Liability Limitations: THIS WARRANTY IS THE SOLE WARRANTY PROVIDED BY EMERALD TRANSFORMER. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY SPECIFICALLY EXCLUDED.

NO EMPLOYEE, AGENT OR DISTRIBUTOR OF EMERALD TRANSFORMER HAS ANY AUTHORITY, EXPRESSED OR IMPLIED, TO CHANGE OR EXPAND THE TERMS OF THIS WARRANTY, OR TO BIND EMERALD TRANSFORMER TO ANY WARRANTY TERMS OTHER THAN THE TERMS SPECIFICALLY SET FORTH HEREIN.

THIS WARRANTY MAY BE ASSERTED ONLY BY THE CUSTOMER, AND NOT BY THE CUSTOMER'S CUSTOMERS OR THIRD PARTIES. UNDER NO CIRCUMSTANCES SHALL EMERALD TRANSFORMER BE LIABLE FOR LIQUIDATED DAMAGES OR FOR COLLATERAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR LOSS OF PROFITS, OR FOR ACTUAL LOSSES OR FOR LOSS OF PRODUCTION OR PROGRESS OF CONSTRUCTION. THE AGGREGATE TOTAL LIABILITY OF EMERALD TRANSFORMER IN CONNECTION WITH THE PERFORMANCE OF THIS WARRANTY SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER TO EMERALD TRANSFORMER IN CONNECTION WITH THE COVERED EQUIPMENT.

REV AUG 2020 TWR

AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	July 12 th , 2021
AGENDA ITEM:	Approval for Directional Boring at Theisen's
ACTION:	Motion to Approve

SYNOPSIS: This is for finishing the project behind the Library on Meridian Street, this project has been lingering for about 7 to 8 years and we are excited to get it finished and all the wooden poles removed, and new steel streetlight poles installed.

We were very fortunate that during the derecho we did not lose this stretch of overhead line as its condition was extremely poor.

This will clean up the area and puts the Utility one more step closer in getting the downtown area converted to the 12.5 System.

I feel it will also improve the aesthetics in the area and give the Library an update in its appearance and improve reliability for the area.

BUDGET ITEM: Item was budgeted

RESPONSIBLE DEPARTMENT: Electric

MAYOR/COUNCIL ACTION: Approval Needed

ATTACHMENTS: Quote is attached and a map of work

PREPARED BY: Floyd Taber

DATE PREPARED: July 6, 2021



Transformer

BOX PAD

Transformer

JCT Cabinet

JCT Cabinet



Swick Cable Contractor's Inc
 1923 State St
 Ely, IA 52227
 Ph 319-848-4006 Fax 319-848-4008



Date: 06/23/2021
 ATTN: Floyd Taber
 RE: UG Duct Placement

Floyd below is an estimate to perform the following:

- Directional Bore 108' of 2) 2" and one 1" SL.
- Directional Bore 427' of 3) 2" and one 1" SL.
- Directional Bore 226' of 3) 2".
- Set 2 basements.
- Excavate into 1 existing cabinet and one existing transformer.
- Excavate to bring up SL cable in 3 locations.
- Provide 2" comfit couplings and rock material for basements.
- Placement of cable inside the conduits is not included.
- Excavation in alley is unknown until locates are done but will be billed on a T&M basis.

Estimate Total = \$23,500.00

Valid for 30 days.

Please let me know if you have any questions.
 Thanks

SUPPLY
SPACE

NEUTRAL
SPACE

COMMUNICATIC
SPACE

Amy Lenz

From: noreply@salesforce.com on behalf of IOWA ABD Licensing Support
<elaps@iowaabd.com>
Sent: Wednesday, July 7, 2021 11:46 AM
To: Amy Lenz
Cc: licensingnotification@iowaabd.com
Subject: Application App-143368 Ready for Review

Hello,

Application Number App-143368 has been set to *Liquor License* "Submitted to Local Authority" status and is currently ready for your review.

Corp Name: Tipton Food Bank Inc.

DBA: *Tipton Family Foods*

License Number: LE0001711

Application Number: App-143368

Tentative *Effective Date: 8/9/2021*

License Type: Class E Liquor License (LE)

Thank you.

Judy Jenkins
800 W. First
Tipton, IA. 52772

City of Tipton/city council
Lynn Street
Tipton, IA. 52772

Re:1005 Sycamore garbage

To Whom it may concern,

We recently purchased 1005 Sycamore Street. The property will remain vacant until livable while we work on it. We have a dumpster at our own personal property and also have a dump trailer we use for the city dump when needed. Therefore, we are asking to be exempt from garbage charges until we are done and it's rented.

I thank you for your consideration.

Blessings,

Andrew and Judy Jenkins

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
POLICE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	940.36			
			MEDICARE WITHOLDING	155.88			
			MEDICARE WITHOLDING	24.25			
			MEDICARE WITHOLDING	5.33			
			MEDICARE WITHOLDING	11.91			
			MEDICARE WITHOLDING	16.56			
			MEDICARE WITHOLDING	4.33			
			MEDICARE WITHOLDING	1.66			
			COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	15,363.00		
			MISC. VENDOR NATIONAL PEN CO	NATIONAL PEN CO:OFFICE SUP	117.94		
			IPERS	IPERS WITHOLDING POLICE	1,255.12		
			PRINCIPAL	PRINCIPAL DENTAL POLICY	181.02		
			CITY UTILITIES	City Hall	10.45		
			CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	2,479.98		
				TOTAL:	20,567.79		
		FIRE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	53.86	
					MEDICARE WITHOLDING	11.17	
					MEDICARE WITHOLDING	1.45	
					COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	23,219.00
					FELD FIRE	OPERATING SUPPLIES	3,124.00
				OPERATING SUPPLIES	3,124.00		
	D & R PEST CONTROL			PEST CONTROL	25.00		
	IPERS			IPERS WITHOLDING, FIRE	60.27		
	CEDAR COUNTY REPAIR INC			OPERATING SUPPLIES	2,140.59		
	ELECTRONICS INC			ALARM SERVICE	30.00		
	CITY OF TIPTON FUNDS			TRANSFERS RES NO. 062121E	238,656.00		
	CITY UTILITIES			CITY UTILITIES	397.95		
				CITY UTILITIES	282.35		
	CITY OF TIPTON-REVOLVING CENTRAL GARAG			CENTRAL GARAGE REPAY	5,897.31		
				TOTAL:	277,022.95		
AMBULANCE	GENERAL GOVERNMENT I.R.S.				FICA WITHOLDING	283.51	
					MEDICARE WITHOLDING	26.77	
					MEDICARE WITHOLDING	39.55	
					AT&T MOBILITY	WIRELESS	241.42
					BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	55.65
				MEDICAL SUPPLIES	141.15		
				MEDICAL SUPPLIES	17.49		
			COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	17,057.00		
			MISC. VENDOR DAN LILIENTHAL	DAN LILIENTHAL:EMS MODEL	100.00		
			MIKE AGUILAR	MIKE AGUILAR:JAN 2021 CEU	225.00		
			LIFE MED SAFETY	LIFE MED SAFETY:2 YR MAINT	1,190.00		
			BUTTERFLY NETWORK INC	BUTTERFLY NETWORK INC:TRAI	4,672.00		
			FLUENT IMS	WHO'S RESPONDING APP	427.14		
			D & R PEST CONTROL	PEST CONTROL	25.00		
			INTEGRATED TECHNOLOGY PARTNERS LLC	PHONE SERVICE	351.30		
			IPERS	IPERS WITHOLDING EMT	456.07		
			JOHNSON COUNTY AMBULANCE SERVICE	ALS INTERCEPT	200.00		
				ALS INTERCEPT	200.00		
				ALS INTERCEPT	200.00		
			CITY OF MECHANICSVILLE	ALS INTERCEPT	200.00		
	PCC	BILLING	991.21				
	PRAXAIR DISTRIBUTION INC	OXYGEN	63.12				
	PRINCIPAL	PRINCIPAL DENTAL POLICY	30.17				
	TIPTON PHARMACY	PHARMACEUTICALS	458.37				

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITY OF TIPTON FUNDS	TRANSFERS	1,415.33
		CITY UTILITIES	CITY UTILITIES	147.50
			CITY UTILITIES	43.38
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	<u>1,172.34</u>
			TOTAL:	30,430.47
STREET DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	208.30
			MEDICARE WITHOLDING	36.79
			MEDICARE WITHOLDING	0.33
			MEDICARE WITHOLDING	0.39
			MEDICARE WITHOLDING	1.40
			MEDICARE WITHOLDING	8.74
			MEDICARE WITHOLDING	1.07
		CJ COOPER & ASSOCIATES INC	ANNUAL CLEARING HOUSE FEE	53.33
		CEDAR COUNTY VFW POST 2537	FLAG FOR NORTH SIGN AREA	28.00
		CINTAS LOC	UNIFORMS	51.92
			UNIFORMS	51.92
			UNIFORMS	51.92
		COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	10,006.00
		MISC. VENDOR BRET STOUT	BRET STOUT:PHONE CASE	53.34
		IPERS	IPERS REGULAR EMPLOYEES	331.10
		PRINCIPAL	PRINCIPAL DENTAL POLICY	52.70
		TIPTON ELECTRIC MOTORS	OPERATING SUPPLIES	7.62
		CITY OF TIPTON FUNDS	TRANSFERS	25,615.41
		CITY UTILITIES	CITY UTILITIES	30.16
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	<u>3,368.15</u>
			TOTAL:	39,958.59
SIDEWALKS	GENERAL GOVERNMENT	COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	<u>6.00</u>
			TOTAL:	6.00
TREES	GENERAL GOVERNMENT	COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	3.00
		CEDAR COUNTY REPAIR INC	OPERATING SUPPLIES	11.95
		TIPTON GREENHOUSE & FLORIST	60 TREES	5,498.75
			TREES	1,994.00
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	<u>1,047.71</u>
			TOTAL:	8,555.41
CEMETERY	GENERAL GOVERNMENT	COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	3,087.00
		EASTERN IOWA LIGHT & POWER	UTILITIES	10.15
			UTILITIES	20.30
		ERIC STORJOHANN	1 BURIAL	250.00
			1 BURIAL	<u>500.00</u>
			TOTAL:	3,867.45
GENERAL ADMINISTRATION	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	139.40
			MEDICARE WITHOLDING	28.24
			MEDICARE WITHOLDING	0.23
			MEDICARE WITHOLDING	0.25
			MEDICARE WITHOLDING	3.73
			MEDICARE WITHOLDING	0.14
		CINTAS LOC	UNIFORMS	7.69
			UNIFORMS	7.69
			UNIFORMS	7.69
		COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	171.00
		IPERS	IPERS REGULAR EMPLOYEES	221.21

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRINCIPAL	PRINCIPAL DENTAL POLICY	29.02
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	<u>1,375.72</u>
			TOTAL:	1,992.01
LIBRARY	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	228.42
			MEDICARE WITHOLDING	24.53
			MEDICARE WITHOLDING	28.89
		BAKER & TAYLOR	BOOKS	352.95
			BOOKS	277.06
			BOOKS	30.78
		CENTRAL IOWA DISTRIBUTING INC	MISC SUPPLIES	118.00
		COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	8,080.00
		COPY SYSTEMS	BASE CHARGE	74.68
		D & R PEST CONTROL	PEST CONTROL	125.00
		IPERS	IPERS REGULAR EMPLOYEES	267.00
		TOTAL MAINTENANCE INC	JULY SERVICE	497.00
		WINDSTREAM	MONTHLY SERVICES	153.34
		CITY UTILITIES	CITY UTILITIES	<u>637.56</u>
			TOTAL:	10,895.21
PARK	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	43.49
			MEDICARE WITHOLDING	1.49
			MEDICARE WITHOLDING	8.42
			MEDICARE WITHOLDING	0.26
		COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	5,505.00
		MISC. VENDOR ROBIN HELMOLD	ROBIN HELMOLD:PARK SHLTR R	15.00
		IPERS	IPERS REGULAR EMPLOYEES	11.92
		CEDAR COUNTY REPAIR INC	OPERATING SUPPLIES	5.78
		PRINCIPAL	PRINCIPAL DENTAL POLICY	1.51
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	<u>223.62</u>
			TOTAL:	5,816.49
RECREATION DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	62.34
			MEDICARE WITHOLDING	14.58
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	88.79
		COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	38.00
		IPERS	IPERS REGULAR EMPLOYEES	100.26
		PRINCIPAL	PRINCIPAL DENTAL POLICY	15.09
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	<u>32.29</u>
			TOTAL:	351.35
SUMMER BALL PROGRAMS	GENERAL GOVERNMENT MISC. VENDOR	AJ THUMMA	AJ THUMMA:UMPIRE	30.00
		CODY BOHLMANN	CODY BOHLMANN:UMPIRE	90.00
		GRACE HODGES	GRACE HODGES:UMPIRE	120.00
		IZZY HIMES	IZZY HIMES:UMPIRE	30.00
		CODY BOHLMANN	CODY BOHLMANN:UMPIRE	80.00
		ED MESICK	ED MESICK:UMPIRE	30.00
		GRACE HODGES	GRACE HODGES:UMPIRE	60.00
		KALEB MESICK	KALEB MESICK:UMPIRE	30.00
		SKYLER SCHMIDT	SKYLER SCHMIDT:UMPIRE	60.00
		BRODY MARCHIK	BRODY MARCHIK:FIELD MAINT	700.00
		ED MESICK	ED MESICK:UMPIRE	60.00
		GRACE HODGES	GRACE HODGES:UMPIRE	60.00
		IZZY HIMES	IZZY HIMES:UMPIRE	15.00
		IAN SPANGLER	IAN SPANGLER:FIELD MAINTEN	300.00
		QUINTEN MESICK	QUINTEN MESICK:UMPIRE	30.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	1,695.00
RED CROSS SWIM	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	51.73
			MEDICARE WITHHOLDING	12.10
			TOTAL:	63.83
FAMILY AQUATIC CENTER	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	1,001.00
			MEDICARE WITHHOLDING	32.24
			MEDICARE WITHHOLDING	201.85
		ACCO	UMBRELLA REPAIRS	8,250.50
			UMBRELLA REPAIRS	2,200.00
			UMBRELLA REPAIRS	1,174.11
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	88.80
		CLARENCE LOWDEN SUN-NEWS & ADVERTISER	FAC SCHEDULE	183.00
		COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	17,912.00
		FARNER-BOCKEN COMPANY	CONCESSIONS	4,119.78
			CONCESSIONS	293.55
			CONCESSIONS	94.20
			CONCESSIONS	360.23
			CONCESSIONS	188.85
			CONCESSIONS	1,039.88
			CONCESSIONS	2,310.10
			CONCESSIONS	2,078.50
		MISC. VENDOR KAYLA PHELPS	KAYLA PHELPS:LIFEGUARD TRN	1,330.00
		TERESA BJURSTROM	TERESA BJURSTROM:SWIM REFU	50.00
		D & R PEST CONTROL	PEST CONTROL	45.00
		HAWKINS INC	CHEMICALS	507.60
			CHEMICALS	664.36
			CHEMICALS	1,115.43
		IPERS	IPERS REGULAR EMPLOYEES	261.48
		LECTRONICS INC	ALARM SERVICE	30.00
		MICHELE PISMAN	JUNE YOGA	66.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	45.25
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	32.29
			TOTAL:	45,487.60
ECONOMIC DEVELOPMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	112.28
			MEDICARE WITHHOLDING	26.26
		COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	161.00
		IPERS	IPERS REGULAR EMPLOYEES	184.33
		LECTRONICS INC	ALARM SERVICE	30.00
		MARCIA MEYERS	JULY RENT	600.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	30.17
		SPINUTECH INC	JUNE EMAIL MARKETING	25.00
		CAPITAL ONE	OFFICE, OPER, BLDG, 4TH SU	51.61
			TOTAL:	1,220.65
EXECUTIVE	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	125.86
			MEDICARE WITHHOLDING	29.44
		COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	6.00
		IPERS	IPERS ELECTED OFFICIALS	112.34
			TOTAL:	273.64
FINANCE & ADMINISTRATI	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	68.69
			MEDICARE WITHHOLDING	3.34
			MEDICARE WITHHOLDING	11.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	0.01
			MEDICARE WITHOLDING	0.01
			MEDICARE WITHOLDING	1.08
			MEDICARE WITHOLDING	0.03
		CEDAR COUNTY EMERGENCY MANAGEMENT	ASSESSMENT FOR 2021-2022	13,689.25
		COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	5,830.00
		IPERS	IPERS REGULAR EMPLOYEES	106.48
		PRINCIPAL	PRINCIPAL DENTAL POLICY	3.62
		CAPITAL ONE	OFFICE, OPER, BLDG, 4TH SU	77.22
		CITY OF TIPTON FUNDS	TRANSFERS RES NO. 062121E	20,000.00
		CITY UTILITIES	City Hall	225.99
			City Hall	19.16
			CITY UTILITIES	1,860.58
			TOTAL:	41,897.06
BUILDING MAINTENANCE	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	5.10
			MEDICARE WITHOLDING	1.19
		AUCA CHICAGO LOCKBOX	MATS	135.00
			MATS	135.00
		COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	3.00
		D & R PEST CONTROL	PEST CONTROL	35.00
		ELECTRONICS INC	ALARM SERVICE	30.00
		CAPITAL ONE	OFFICE, OPER, BLDG, 4TH SU	69.40
			TOTAL:	413.69
AMBULANCE TRUST	GENERAL GOVERNMENT	CITY OF TIPTON FUNDS	TRANSFERS	1,415.33
			TOTAL:	1,415.33
TRANSFER-COMM/LOCAL AC	GENERAL GOVERNMENT	CITY OF TIPTON FUNDS	TRANSFERS	2,083.33
			TOTAL:	2,083.33
STREET DEPARTMENT	ROAD USE TAX FUND	GARDEN & ASSOCIATES INC	MULBERRY STREET	3,792.61
		ORIGIN DESIGN	CEDAR STREET IMPROVEMENTS	26,355.25
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	2,069.41
			TOTAL:	32,217.27
TRAFFIC SERVICE MAINT.	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	5.50
			MEDICARE WITHOLDING	1.15
			MEDICARE WITHOLDING	0.07
			MEDICARE WITHOLDING	0.07
		COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	3.00
		IPERS	IPERS REGULAR EMPLOYEES	8.63
		PRINCIPAL	PRINCIPAL DENTAL POLICY	0.82
		CITY UTILITIES	CITY UTILITIES	50.60
			TOTAL:	69.84
SNOW AND ICE REMOVAL	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	68.00
			MEDICARE WITHOLDING	14.65
			MEDICARE WITHOLDING	0.34
			MEDICARE WITHOLDING	0.34
			MEDICARE WITHOLDING	0.21
			MEDICARE WITHOLDING	0.35
		COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	29.00
		IPERS	IPERS REGULAR EMPLOYEES	107.58
		PRINCIPAL	PRINCIPAL DENTAL POLICY	16.51
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	1,215.37

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	1,452.35
STREET CLEANING	ROAD USE TAX FUND	COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	2,550.00
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	828.84
			TOTAL:	3,378.84
TRANSFER/OTHER SOURCES	ROAD USE TAX FUND	CITY OF TIPTON FUNDS	TRANSFERS	2,333.34
			TOTAL:	2,333.34
TRANSFERS/OTHER SOURCE	TRUST AND AGENCY F	CITY OF TIPTON FUNDS	TRANSFERS	35,346.92
			TOTAL:	35,346.92
TRANSFER	Emergency Fund	CITY OF TIPTON FUNDS	TRANSFERS	2,689.25
			TOTAL:	2,689.25
TRANSFERS/OTHER SOURCE	LOCAL OPTION TAX	CITY OF TIPTON FUNDS	TRANSFERS	23,256.01
			TOTAL:	23,256.01
TRANSFERS/OTHER SOURCE	TIF SPECIAL REVENUE	CITY OF TIPTON FUNDS	TRANSFERS	9,109.58
			TOTAL:	9,109.58
TRANSFERS/OTHER SOURCE	FIRE ENTERPRISE TR	CITY OF TIPTON FUNDS	TRANSFERS	2,083.33
			TOTAL:	2,083.33
INVALID DEPARTMENT	WATER REVENUE BOND	CITY OF TIPTON FUNDS	TRANSFERS RES NO. 062121E	243,839.07
			TOTAL:	243,839.07
INVALID DEPARTMENT	GO FIRE TRUCK 2010	CITY OF TIPTON FUNDS	TRANSFERS RES NO. 062121E	6,151.79
			TOTAL:	6,151.79
WW/AKA SEWER	WASTEWATER PROJECT	MC CLURE ENGINEERING COMPANY	WWTP IMPROVEMENTS	13,879.25
		TERRACON CONSULTANTS INC	WEST WWTP IMPROVEMENTS	683.50
		CITY OF TIPTON FUNDS	TRANSFERS	64,746.91
			TOTAL:	79,309.66
HWY 38 PROJECT	GO 2021 CP	SPEER FINANCIAL INC	GENERAL OBLIGATION BONDS	10,965.00
			TOTAL:	10,965.00
WATER DISTRIBUTION	WATER OPERATING	I.R.S.	FICA WITHOLDING	278.76
			MEDICARE WITHOLDING	58.23
			MEDICARE WITHOLDING	5.75
			MEDICARE WITHOLDING	1.21
		CINTAS LOC	UNIFORMS	7.64
			UNIFORMS	7.64
			UNIFORMS	7.64
		COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	18,388.00
		ENVIRONMENTAL SYSTEMS RESEARCH INSTITU	GIS PRIMARY MAINTENANCE	80.00
		IOWA ONE CALL	LOCATES	30.30
		IPERS	IPERS REGULAR EMPLOYEES	448.71
		PRINCIPAL	PRINCIPAL DENTAL POLICY	64.59
		CITY UTILITIES	City Hall	10.45
			CITY UTILITIES	647.53
			CITY UTILITIES	718.30
			CITY UTILITIES	1,208.85
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	512.22
			TOTAL:	22,475.82

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
WATER BILL/COLLECT	WATER OPERATING	I.R.S.	FICA WITHOLDING	45.34	
			MEDICARE WITHOLDING	10.07	
			MEDICARE WITHOLDING	0.53	
			COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	150.00
			MISC. VENDOR DEB BIXLER	DEB BIXLER:OFFICE APPAREL	15.71
			IPERS	IPERS REGULAR EMPLOYEES	74.80
			PRINCIPAL	PRINCIPAL DENTAL POLICY	15.08
			TYLER TECHNOLOGIES INC	ANNUAL SOFTWARE MAINTENANC	1,204.51
			TOTAL:		1,516.04
			TRANSFER/OTHER SOURCES	WATER OPERATING	CITY OF TIPTON FUNDS
TRANSFERS	353.83				
TOTAL:			4,028.83		
WASTEWATER/AKA SEWER	WASTEWATER/AKA SEW	I.R.S.	FICA WITHOLDING	273.05	
			MEDICARE WITHOLDING	56.40	
			MEDICARE WITHOLDING	0.09	
			MEDICARE WITHOLDING	0.45	
			MEDICARE WITHOLDING	6.26	
			MEDICARE WITHOLDING	0.67	
			COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	6,772.00
			ENVIRONMENTAL SYSTEMS RESEARCH INSTITU	GIS PRIMARY MAINTENANCE	80.00
			MISC. VENDOR DEB BIXLER	DEB BIXLER:OFFICE APPAREL	15.71
			IPERS	IPERS REGULAR EMPLOYEES	441.25
			PRINCIPAL	PRINCIPAL DENTAL POLICY	60.86
			TYLER TECHNOLOGIES INC	ANNUAL SOFTWARE MAINTENANC	1,204.52
			VEENSTRA & KIMM INC	NW AREA UTILITY IMPROVEMEN	1,975.00
			CITY UTILITIES	City Hall	10.45
				CITY UTILITIES	2,625.65
				CENTRAL GARAGE REPAY	114.06
			TOTAL:		13,636.42
LAGOON	WASTEWATER/AKA SEW	EASTERN IOWA LIGHT & POWER	UTILITIES	1,088.99	
			TOTAL:	1,088.99	
TRANSFER/OTHER SOURCES	WASTEWATER/AKA SEW	CITY OF TIPTON FUNDS	TRANSFERS	3,412.50	
			TRANSFERS	17,183.58	
TOTAL:			20,596.08		
ELECTRIC DISTRIBUTION	ELECTRIC OPERATING	I.R.S.	FICA WITHOLDING	738.35	
			MEDICARE WITHOLDING	142.70	
			MEDICARE WITHOLDING	2.58	
			MEDICARE WITHOLDING	16.77	
			MEDICARE WITHOLDING	8.73	
			MEDICARE WITHOLDING	1.90	
			CJ COOPER & ASSOCIATES INC	ANNUAL CLEARING HOUSE FEE	53.34
				PRE EMPLOYMENT	35.00
			CINTAS LOC	CLEANING SERVICES	89.88
				UNIFORMS, SHOP TOWELS, MAT	93.17
				UNIFORMS, SHOP TOWELS, MAT	46.94
				UNIFORMS, SHOP TOWELS, MAT	215.58
				UNIFORMS, SHOP TOWELS, MAT	55.49
				UNIFORMS, SHOP TOWELS, MAT	111.84
				UNIFORMS, SHOP TOWELS, MAT	46.94
			COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	20,239.00
			DR DARLENE A EHLERS	JULY RENT	500.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ENVIRONMENTAL SYSTEMS RESEARCH INSTITU	GIS PRIMARY MAINTENANCE	80.00
		MISC. VENDOR HURT, SANDY	06-0130-13	69.69
		PILIPOVIC, JOVO	11-0330-18	312.06
		FLETCHER-REINHARDT CO.	OVERHEAD SUPPLIES	132.42
			OVERHEAD SUPPLIES	165.85
		IOWA ASSOCIATION OF	APPRENTICESHIP PROGRAM	1,200.00
		IOWA ONE CALL	LOCATES	30.30
		IPERS	IPERS REGULAR EMPLOYEES	1,195.32
		NILES CHIROPRACTIC	DRUG SCREENS	145.00
		POWER LINE SUPPLY	OVERHEAD SUPPLIES	93.09
			OPERATING SUPPLIES	209.70
			OVERHEAD SUPPLIES	451.07
			OVERHEAD SUPPLIES	430.46
		PRINCIPAL	PRINCIPAL DENTAL POLICY	143.91
		CITY UTILITIES	City Hall	13.06
			CITY UTILITIES	192.04
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	849.90
			TOTAL:	28,112.08
ELECTRIC POWER PLANT	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING	78.95
			MEDICARE WITHOLDING	16.24
			MEDICARE WITHOLDING	2.22
		COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	41,801.00
		D & R PEST CONTROL	PEST CONTROL	31.03
			PEST CONTROL	29.96
		IPERS	IPERS REGULAR EMPLOYEES	125.82
		POWER LINE SUPPLY	MAINT/RPR SUPPLIES	960.86
		PRINCIPAL	PRINCIPAL DENTAL POLICY	14.35
		CITY UTILITIES	CITY UTILITIES	412.44
			CITY UTILITIES	15.00
			CITY UTILITIES	15.00
			CITY UTILITIES	1,321.26
			CITY UTILITIES	1,117.22
			CITY UTILITIES	30.00
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	102.40
			TOTAL:	46,073.75
ELECTRIC BILL/COLLECT	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING	114.56
			MEDICARE WITHOLDING	24.56
			MEDICARE WITHOLDING	0.66
			MEDICARE WITHOLDING	1.48
			MEDICARE WITHOLDING	0.09
		COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	36.00
		MISC. VENDOR DEB BIXLER	DEB BIXLER:OFFICE APPAREL	15.71
		IPERS	IPERS REGULAR EMPLOYEES	185.45
		PRINCIPAL	PRINCIPAL DENTAL POLICY	28.89
		TYLER TECHNOLOGIES INC	ANNUAL SOFTWARE MAINTENANC	1,204.52
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	71.68
			TOTAL:	1,683.60
LOUISA GENERATING STAT	ELECTRIC OPERATING MIDAMERICAN ENERGY COMPANY		Est cash request	32,550.00
			Est cash request	53,940.00
			Est cash request	930.00
			Est cash request	5,580.00
			TOTAL:	93,000.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT				
TRANSFER/OTHER SOURCES	ELECTRIC OPERATING	CITY OF TIPTON FUNDS	TRANSFERS	21,840.00				
			TRANSFERS	36,120.41				
			TRANSFERS	7,156.63				
			TOTAL:	65,117.04				
GAS DISTRIBUTION	GAS OPERATING	I.R.S.	FICA WITHOLDING	557.03				
			MEDICARE WITHOLDING	97.06				
			MEDICARE WITHOLDING	10.09				
			MEDICARE WITHOLDING	15.60				
			MEDICARE WITHOLDING	7.39				
			MEDICARE WITHOLDING	0.14				
			CJ COOPER & ASSOCIATES INC	RANDOM SELECTS	70.00			
				ANNUAL CLEARING HOUSE FEE	53.33			
			CINTAS LOC	CLEANING SERVICES	22.47			
				UNIFORMS, SHOP TOWELS, MAT	62.99			
				UNIFORMS, SHOP TOWELS, MAT	45.94			
				UNIFORMS, SHOP TOWELS, MAT	62.99			
				ANNUAL PREMIUM/AUDIT	13,763.00			
				GAS METERS FREIGHT	145.45			
				ENVIRONMENTAL SYSTEMS RESEARCH INSTITU	GIS PRIMARY MAINTENANCE	80.00		
				IOWA ONE CALL	LOCATES	30.30		
				IPERS	IPERS REGULAR EMPLOYEES	871.21		
				NILES CHIROPRACTIC	DRUG SCREENS	50.00		
				VIRGIL PENROD	RETIREMENT PROGRAM PAYOUT	25,000.00		
				PRINCIPAL	PRINCIPAL DENTAL POLICY	48.94		
				CAPITAL ONE	OFFICE, OPER, BLDG, 4TH SU	36.85		
				CITY UTILITIES	City Hall	13.05		
					CITY UTILITIES	96.03		
				CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	335.85		
					TOTAL:	41,475.71		
			GAS BILL/COLLECT	GAS OPERATING	I.R.S.	FICA WITHOLDING	58.68	
						MEDICARE WITHOLDING	12.88	
						MEDICARE WITHOLDING	0.53	
						MEDICARE WITHOLDING	0.31	
						COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	21.00
						MISC. VENDOR DEB BIXLER	DEB BIXLER:OFFICE APPAREL	15.71
						IPERS	IPERS REGULAR EMPLOYEES	96.25
						PRINCIPAL	PRINCIPAL DENTAL POLICY	17.73
TYLER TECHNOLOGIES INC	ANNUAL SOFTWARE MAINTENANC	1,204.52						
	TOTAL:	1,427.61						
GAS PEAK SHAVING PLANT	GAS OPERATING	COMMUNITY INSURANCE SERVICES				ANNUAL PREMIUM/AUDIT	14.00	
			CITY UTILITIES	71.73				
			TOTAL:	85.73				
TRANSFER/OTHER SOURCES	GAS OPERATING	CITY OF TIPTON FUNDS	TRANSFERS	9,916.67				
			TOTAL:	9,916.67				
AIRPORT	AIRPORT OPERATING	COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	7,512.00				
			WRIGHT LAWN CARE	CONTRACT PAY JULY	358.33			
			CITY UTILITIES	CITY UTILITIES	235.22			
			CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	115.58			
				TOTAL:	8,221.13			
TRANSFER/OTHER SOURCES	AIRPORT OPERATING	CITY OF TIPTON FUNDS	TRANSFERS	353.83				

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	353.83
GARBAGE COLLECTION	GARBAGE COLLECTION I.R.S.		FICA WITHOLDING	178.90
			MEDICARE WITHOLDING	34.35
			MEDICARE WITHOLDING	0.19
			MEDICARE WITHOLDING	0.82
			MEDICARE WITHOLDING	6.15
			MEDICARE WITHOLDING	0.32
		CEDAR COUNTY AUDITOR	SOLID WASTE ASSESSMENT	20,728.64
		CINTAS LOC	UNIFORMS	8.25
			UNIFORMS	8.25
			UNIFORMS	8.25
		COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	7,989.00
		MISC. VENDOR DEB BIXLER	DEB BIXLER:OFFICE APPAREL	15.71
		IPERS	IPERS REGULAR EMPLOYEES	290.26
		PRINCIPAL	PRINCIPAL DENTAL POLICY	41.95
		TYLER TECHNOLOGIES INC	ANNUAL SOFTWARE MAINTENANC	1,204.52
		CITY UTILITIES	City Hall	10.45
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	2,186.67
			TOTAL:	32,712.68
RECYCLING	GARBAGE COLLECTION I.R.S.		FICA WITHOLDING	38.52
			MEDICARE WITHOLDING	7.59
			MEDICARE WITHOLDING	0.08
			MEDICARE WITHOLDING	0.45
			MEDICARE WITHOLDING	0.89
		IPERS	IPERS REGULAR EMPLOYEES	62.58
		PRINCIPAL	PRINCIPAL DENTAL POLICY	12.07
		CITY UTILITIES	CITY UTILITIES	30.43
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	1,457.77
			TOTAL:	1,610.38
TRANSFER OUT/SINKING F	GARBAGE COLLECTION CITY OF TIPTON FUNDS		TRANSFERS	2,858.33
			TRANSFERS	1,733.25
			TOTAL:	4,591.58
STORM WATER	STORM WATER I.R.S.		FICA WITHOLDING	25.36
			MEDICARE WITHOLDING	5.54
			MEDICARE WITHOLDING	0.02
			MEDICARE WITHOLDING	0.16
			MEDICARE WITHOLDING	0.26
		COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	14.00
		ENVIRONMENTAL SYSTEMS RESEARCH INSTITU	GIS PRIMARY MAINTENANCE	80.00
		IPERS	IPERS REGULAR EMPLOYEES	40.36
		PRINCIPAL	PRINCIPAL DENTAL POLICY	7.79
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	11.28
			TOTAL:	184.77
OTHER SOURCES	STORM WATER CITY OF TIPTON FUNDS		TRANSFERS	600.83
			TRANSFERS	99.50
			TOTAL:	700.33
INT SRVC-OTHER BUSINES	CENTRAL GARAGE I.R.S.		FICA WITHOLDING	91.61
			MEDICARE WITHOLDING	19.17
			MEDICARE WITHOLDING	1.13
			MEDICARE WITHOLDING	1.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CEDAR COUNTY ENGINEER	56.1 GL DSL	135.76
			49.6 GL DSL	120.03
			850.20 GL DSL	850.20
		CINTAS LOC	UNIFORMS	8.04
			UNIFORMS	8.04
			UNIFORMS	8.04
		COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	58,954.00
		IPERS	IPERS REGULAR EMPLOYEES	143.98
		LAWSON PRODUCTS INC	SHOP SUPPLIES	38.34
		MITCHELL 1	WEB SUBSCRIPTION	260.80
		PRINCIPAL	PRINCIPAL DENTAL POLICY	13.79
		CITY UTILITIES	CITY UTILITIES	270.08
			CITY UTILITIES	178.02
			CITY UTILITIES	90.63
			TOTAL:	61,192.76
INT SRVC	OTHER BUSINE PSF HEALTH INSURAN	UNITED STATES TREASURY	2020-2021 PCORI FEE	79.80
			TOTAL:	79.80
INT SRVC-OTHER BUSINES	ADMINISTRATIVE SER	I.R.S.	FICA WITHHOLDING	92.87
			MEDICARE WITHHOLDING	16.86
			MEDICARE WITHHOLDING	0.31
			MEDICARE WITHHOLDING	0.27
			MEDICARE WITHHOLDING	4.28
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	2,580.75
		CLIFTON LARSON ALLEN LLP	AUDIT	630.00
		COMMUNITY INSURANCE SERVICES	ANNUAL PREMIUM/AUDIT	3,000.00
		ECIA	1ST INSTALLMENT DUES	1,127.35
		IOWA LEAGUE OF CITIES	DUES	1,963.00
		IPERS	IPERS REGULAR EMPLOYEES	148.51
		PRINCIPAL	PRINCIPAL DENTAL POLICY	29.27
		RODNEY'S YARD MOWING	MOWING SERVICES	195.00
		SMARTSOURCE CONSULTING	POST RFI ASSISTANCE	656.25
		SPINUTECH INC	LICENSE, SUPPORT, HOSTING	570.00
		TYLER TECHNOLOGIES INC	ANNUAL SOFTWARE MAINTENANC	15,914.26
		WINDSTREAM	MONTHLY SERVICES	865.91
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CENTRAL GARAGE REPAY	9.17
			TOTAL:	27,804.06
NON-DEPARTMENTAL	PAYROLL ACCOUNT	I.R.S.	FEDERAL WITHHOLDING	7,132.57
			FICA WITHHOLDING	5,969.82
			MEDICARE WITHHOLDING	1,396.20
		AFLAC	AFLAC AFTER TAX PY W/HOLDI	151.60
			AFLAC PY PRETAX WITHHOLDING	393.23
			AFLAC AFTER TAX DEDUCTION	108.18
		AXA EQUI-VEST PROCESSING OFFICE	DEF. COMP PRETAX	485.00
		COLLECTION SERVICES CENTER	CHILD SUPPORT- SPANGLER-96	96.73
		IPERS	IPERS WITHHOLDING, FIRE	40.22
			IPERS ELECTED OFFICIALS	74.86
			IPERS REGULAR EMPLOYEES	3,814.31
			IPERS WITHHOLDING EMT	304.20
			IPERS WITHHOLDING POLICE	837.20
		PRINCIPAL	PRINCIPAL DENTAL POLICY	798.94
		CITY OF TIPTON FUNDS	MISC POLICE REIMB	84.22
		TREASURER, STATE OF IOWA	STATE WITHHOLDING	3,270.00
		CITY OF TIPTON	SWIMSUIT DEDUCTIONS	667.51

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			LIFEGUARD PAYBACK PROGRAM	210.00
			TOTAL:	25,834.79

===== FUND TOTALS =====

001	GENERAL GOVERNMENT	494,013.85
110	ROAD USE TAX FUND	39,451.64
112	TRUST AND AGENCY FUND	35,346.92
119	Emergency Fund	2,689.25
121	LOCAL OPTION TAX	23,256.01
125	TIF SPECIAL REVENUE FUND	9,109.58
192	FIRE ENTERPRISE TRUST	2,083.33
204	WATER REVENUE BOND RESERV	243,839.07
205	GO FIRE TRUCK 2010	6,151.79
303	WASTEWATER PROJECT	79,309.66
316	GO 2021 CP	10,965.00
600	WATER OPERATING	28,020.69
610	WASTEWATER/AKA SEWER REVE	35,321.49
630	ELECTRIC OPERATING	233,986.47
640	GAS OPERATING	52,905.72
660	AIRPORT OPERATING	8,574.96
670	GARBAGE COLLECTION	38,914.64
740	STORM WATER	885.10
810	CENTRAL GARAGE	61,192.76
820	PSF HEALTH INSURANCE	79.80
835	ADMINISTRATIVE SERVICES	27,804.06
860	PAYROLL ACCOUNT	25,834.79

 GRAND TOTAL: 1,459,736.58

PUBLIC HEARING NOTICE

The City of Tipton, Iowa, is hereby serving as Public Notice that on July 12, 2021, at 5:30 p.m., the City Council will hold a public hearing to consider the submission of a CDBG application for a housing rehabilitation program, during the regular City Council meeting. Citizens can attend the meeting by electronic means using the provided login information.

Citizens who wish to participate in the public hearing can do so via electronic means by using the following web address <https://global.gotomeeting.com/join/519535517> or by phone at 1-877-309-2073 using access code 519-535-517.

This meeting will be held to give residents information concerning the proposed CDBG application. Citizens are encouraged to attend and express their preferences about the proposed assessment. Residents are able to provide comments in writing in advance of the meeting by email to marmstrong@tiptoniowa.org or by mail to 407 Lynn Street, Tipton, IA 52772. Anyone having questions about this assessment or requiring special accommodations at the upcoming hearing may contact the City's Finance Director, Melissa Armstrong at 563-886-6187.

Amy Lenz
City Clerk
City of Tipton, Iowa

NOTE: State requires that these announcements are read word-for-word at the Hearing, and reflective in the Minutes word-for-word.

**CITY OF TIPTON
PUBLIC HEARING ANNOUNCEMENTS**

A. Explain how the need for the activities was identified.

- The City saw a need to offer assistance to low- and moderate-income homeowners to improve the exterior of their homes while preserving and stabilizing the City's housing. Initiating a City-wide exterior housing rehabilitation program will help to upgrade the housing stock.

B. Explain how the proposed activities will be funded and the sources of funds.

- The City is requesting \$227,394 in CDBG housing funds.

C. Announce the date the CDBG application will be submitted to the State.

- The grant application will be submitted to the Iowa Economic Development Authority on or before August 1, 2021 .

D. Announce the requested amount of federal funds.

- The City is requesting \$227,394 in CDBG funds for the proposed project.

E. Announce the estimated portion of funds that will benefit low-and-moderate income persons.

- 100% of the federal funds will benefit low and moderate income persons.

F. Announce where the proposed activities will be conducted.

- The proposed project will take place City-wide in residential neighborhoods.

G. Announce plans to minimize displacement of persons and businesses resulting of funded activities.

- It will not be necessary to permanently displace any persons or businesses as a result of this Program.

H. Announce plans to assist persons actually displaced.

- During lead-based paint hazard reduction activities, assistance will be provided if temporary relocation is necessary.

I. The nature of the proposed activity or project.

- The proposed project involves the exterior rehabilitation of at least six (6) owner-occupied, single family homes.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 65; STOP OR YIELD REQUIRED:
SECTION 65.01, STOP REQUIRED AND SECTION 65.03, YIELD REQUIRED

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

SECTION 1. *Amendment.* Section 65.01, "Stop Required", of the City of Tipton Code of Ordinances is hereby amended by what is shown in italics and red font:

65.01 STOP REQUIRED. Every driver of a vehicle shall stop in accordance with the following:

(Code of Iowa, Sec. 321.345)

1. Lemon Street. Vehicles traveling north on Lemon Street shall stop at West 9th Street.
2. Logan Avenue. Vehicles traveling south on Logan Avenue shall stop at West 9th Street.
3. Lemon Street. Vehicles traveling south on Lemon Street shall stop at West South Street.
4. Orange Street. Vehicles traveling on Orange Street shall stop at West 1st Street.
5. Orange Street. Vehicles traveling on Orange Street shall stop at West 2nd Street.
6. Orange Street. Vehicles traveling on Orange Street shall stop at West 3rd Street.
7. Orange Street. Vehicles traveling on Orange Street shall stop at West 4th Street.
8. Orange Street. Vehicles traveling on Orange Street shall stop at West 5th Street.
9. Orange Street. Vehicles traveling on Orange Street shall stop at West 6th Street.
10. Orange Street. Vehicles traveling on Orange Street shall stop at West 7th Street.
11. Orange Street. Vehicles traveling on Orange Street shall stop at West 8th Street.
12. Orange Street. Vehicles traveling north on Orange Street shall stop at West 9th Street.
13. Orange Street. Vehicles traveling south on Orange Street shall stop at West South Street.
14. Locust Street. Vehicles traveling on Locust Street shall stop at West 8th Street.
15. Locust Street. Vehicles traveling on Locust Street shall stop at West 7th Street.
16. Locust Street. Vehicles traveling on Locust Street shall stop at West 6th Street.
17. Locust Street. Vehicles traveling on Locust Street shall stop at West 4th Street.
18. Locust Street. Vehicles traveling on Locust Street shall stop at West 1st Street.
19. Locust Street. Vehicles traveling south on Locust Street shall stop at West South Street.
20. Locust Street. Vehicles traveling north on Locust Street shall stop at 9th Street.
21. Spruce Street. Vehicles traveling south on Spruce Street shall stop at West South Street.
22. Spruce Street. Vehicles traveling on Spruce Street shall stop at West 1st Street.
23. Sycamore Street. Vehicles traveling on Sycamore Street shall stop at West 9th Street.
24. Sycamore Street. Vehicles traveling on Sycamore Street shall stop at West 8th Street.
25. Sycamore Street. Vehicles traveling on Sycamore Street shall stop at West 7th Street.
26. Sycamore Street. Vehicles traveling on Sycamore Street shall stop at West 6th Street.

27. Sycamore Street. Vehicles traveling on Sycamore Street shall stop at West 5th Street.
28. Sycamore Street. Vehicles traveling on Sycamore Street shall stop at West 3rd Street.
29. Sycamore Street. Vehicles traveling on Sycamore Street shall stop at West 2nd Street.
30. Sycamore Street. Vehicles traveling on Sycamore Street shall stop at West 1st Street.
31. Sycamore Street. Vehicles traveling south on Sycamore Street shall stop at West South Street.
32. Lynn Street. Vehicles traveling south on Lynn Street shall stop at West South Street.
33. Lynn Street. Vehicles traveling on Lynn Street shall stop at West 1st Street.
34. Lynn Street. Vehicles traveling on Lynn Street shall stop at West 2nd Street.
35. Lynn Street. Vehicles traveling on Lynn Street shall stop at West 4th Street.
36. Lynn Street. Vehicles traveling on Lynn Street shall stop at West 5th Street.
37. Lynn Street. Vehicles traveling on Lynn Street shall stop at West 6th Street.
38. Lynn Street. Vehicles traveling on Lynn Street shall stop at West 7th Street.
39. Lynn Street. Vehicles traveling on Lynn Street shall stop at West 8th Street.
40. Lynn Street. Vehicles traveling on Lynn Street shall stop at West 9th Street.

41. Lynn Street. Vehicles traveling on Lynn Street shall stop at West 10th Street.

Numbers below will be re-numbered.

41. Lynn Street. Vehicles traveling on Lynn Street shall stop at West 11th Street.
42. Meridian Street. Vehicles traveling south on Meridian Street shall stop at East South Street.
43. Meridian Street. Vehicles traveling on Meridian Street shall stop at East 1st Street.
44. Meridian Street. Vehicles traveling on Meridian Street shall stop at East 2nd Street.
45. Meridian Street. Vehicles traveling on Meridian Street shall stop at East 3rd Street.
46. Meridian Street. Vehicles traveling on Meridian Street shall stop at East 4th Street.
47. Meridian Street. Vehicles traveling on Meridian Street shall stop at East 5th Street.
48. Meridian Street. Vehicles traveling on Meridian Street shall stop at East 6th Street.
49. Meridian Street. Vehicles traveling on Meridian Street shall stop at East 7th Street.
50. Meridian Street. Vehicles traveling on Mulberry Street shall stop at East 8th Street.
51. Mulberry Street. Vehicles traveling south on Mulberry Street shall stop at East South Street.
52. Mulberry Street. Vehicles traveling on Mulberry Street shall stop at East 4th Street.
53. Mulberry Street. Vehicles traveling on Mulberry Street shall stop at East 5th Street.
54. Mulberry Street. Vehicles traveling on Mulberry Street shall stop at East 6th Street.
55. Mulberry Street. Vehicles traveling on Mulberry Street shall stop at East 7th Street.
56. Mulberry Street. Vehicles traveling on Mulberry Street shall stop at East 8th Street.
57. Mulberry Street. Vehicles traveling on Mulberry Street shall stop at East 9th Street.
58. Mulberry Street. Vehicles traveling on Mulberry Street shall stop at East 10th Street.
59. Mulberry Street. Vehicles traveling on Mulberry Street shall stop at North Street.
60. Walnut Street. Vehicles traveling south on Walnut Street shall stop at East South Street.

61. Walnut Street. Vehicles traveling on Walnut Street shall stop at East 4th Street.
62. Walnut Street. Vehicles traveling north on Walnut Street shall stop at East 5th Street.
63. Walnut Street. Vehicles traveling south on Walnut Street shall stop at East 7th Street.
64. Walnut Street. Vehicles traveling on Walnut Street shall stop at East 8th Street.
65. Walnut Street. Vehicles traveling on Walnut Street shall stop at East 9th Street.
66. Walnut Street. Vehicles traveling on Walnut Street shall stop at East 10th Street.
67. Plum Street. Vehicles traveling south on Plum Street shall stop at East South Street.
68. Plum Street. Vehicles traveling on Plum Street shall stop at East 4th Street.
69. Plum Street. Vehicles traveling on Plum Street shall stop at East 5th Street.
70. Plum Street. Vehicles traveling on Plum Street shall stop at East 7th Street.
71. Plum Street. Vehicles traveling on Plum Street shall stop at East 10th Street.
72. Park Road. Vehicles traveling south on Park Road shall stop at East 7th Street.
73. Park Road. Vehicles traveling west on Park Road shall stop at Plum Street.
74. East Street. Vehicles traveling north on East Street shall stop at East 7th Street.
75. East Street. Vehicles traveling on East Street shall stop at Inland Road.
76. Claire Street. Vehicles traveling north on Claire Street shall stop at East 7th Street.
77. South Street. Vehicles traveling on South Street shall stop at Cedar Street.
78. 1st Street. Vehicles traveling on 1st Street shall stop at Plum Street.
79. 1st Street. Vehicles traveling on 1st Street shall stop at Cedar Street.
80. 1st Street. Vehicles traveling on 1st Street shall stop at Lemon Street.
81. 2nd Street. Vehicles traveling west on 2nd Street shall stop at Lemon Street.
82. 2nd Street. Vehicles traveling on 2nd Street shall stop at Lynn Street.
83. 2nd Street. Vehicles traveling on 2nd Street shall stop at Cedar Street.
84. 2nd Street. Vehicles traveling on 2nd Street shall stop at Plum Street.
85. Inland Road. Vehicles traveling west on Inland Road shall stop at Plum Street.
86. 3rd Street. Vehicles traveling east on 3rd Street shall stop at Plum Street.
87. 3rd Street. Vehicles traveling on 3rd Street shall stop at Cedar Street.
88. 3rd Street. Vehicles traveling west on 3rd Street shall stop at Lemon Street.
89. 4th Street. Vehicles traveling on 4th Street shall stop at Lemon Street.
90. 4th Street. Vehicles traveling on 4th Street shall stop at Cedar Street.
91. 4th Street. Vehicles traveling east on 4th Street shall stop at East Street.
92. 5th Street. Vehicles traveling east on 5th Street shall stop at East Street.
93. 5th Street. Vehicles traveling on 5th Street shall stop at Walnut Street.
94. 5th Street. Vehicles traveling on 5th Street shall stop at Lynn Street.
95. 5th Street. Vehicles traveling on 5th Street shall stop at Locust Street.
96. 5th Street. Vehicles traveling on 5th Street shall stop at Lemon Street.

97. 6th Street. Vehicles traveling west on 6th Street shall stop at Lemon Street.
98. 6th Street. Vehicles traveling on 6th Street shall stop at Lynn Street.
99. 6th Street. Vehicles traveling on 6th Street shall stop at Cedar Street.
100. 6th Street. Vehicles traveling on 6th Street shall stop at Mulberry Street.
101. 6th Street. Vehicles traveling west on 6th Street shall stop at Plum Street.
102. 6th Street. Vehicles traveling east on 6th Street shall stop at East Street.
103. 7th Street. Vehicles traveling on 7th Street shall stop at Plum Street.
104. 7th Street. Vehicles traveling on 7th Street shall stop at Cedar Street.
105. 7th Street. Vehicles traveling on 7th Street shall stop at Sycamore Street.
106. 7th Street. Vehicles traveling on 7th Street shall stop at Locust Street.
107. 7th Street. Vehicles traveling on 7th Street shall stop at Lemon Street.
108. 8th Street. Vehicles traveling west on 8th Street shall stop at Lemon Street.
109. 8th Street. Vehicles traveling on 8th Street shall stop at Cedar Street.
110. 8th Street. Vehicles traveling east on 8th Street shall stop at Plum Street.
111. 9th Street. Vehicles traveling on 9th Street shall stop at Cedar Street.
112. 9th Street. Vehicles traveling east on 9th Street shall stop at Plum Street.
113. 10th Street. Vehicles traveling on 10th Street shall stop at Cedar Street.
114. 10th Street. Vehicles traveling east on 10th Street shall stop at Plum Street.
115. 11th Street. Vehicles traveling on 11th Street shall stop at Cedar Street.

116. North Avenue. Vehicles traveling on North Avenue shall stop at East 10th Street.

Numbers below will be re-numbered.

116. North Street. Vehicles traveling west on North Street shall stop at Mulberry Street.
117. North Street. Vehicles traveling east on North Street shall stop at Plum Street.
118. 13th Street. Vehicles traveling on 13th Street shall stop at Cedar Street.
119. 13th Street. Vehicles traveling east on 13th Street shall stop at North Avenue.
120. Parkview Drive. Vehicles traveling west on Parkview Drive shall stop at Plum Street.
121. Spruce Street. Vehicles traveling south on Spruce Street shall stop at West South Street.
122. Horizon Drive. Vehicles traveling west on Horizon Drive shall stop at Plum Street.
123. Commerce Boulevard. Vehicles traveling west on Commerce Boulevard shall stop at Highway 38/South Cedar Street.
124. Summit Drive. Vehicles traveling west on Summit Drive shall stop at Cedar Valley Road/South Street.
125. Sand Trap Circle. Vehicles traveling west on Sand Trap Circle shall stop at Cedar Valley Road/South Street.
126. Parkview Drive. Vehicles traveling north on Parkview Drive shall stop at Horizon Drive.

SECTION 2. *Amendment.* Section 65.03, "Yield Required", of the City of Tipton Code of Ordinances is hereby amended by what is shown in italics:

65.03 YIELD REQUIRED. Every driver of a vehicle shall yield in accordance with the following:

(Code of Iowa, Sec. 321.345)

1. Claire Street. Vehicles traveling on Claire Street shall yield at 6th Street.
2. Walnut Street. Vehicles traveling on Walnut Street shall yield at 1st Street.
3. Walnut Street. Vehicles traveling on Walnut Street shall yield at 3rd Street.
4. Mulberry Street. Vehicles traveling on Mulberry Street shall yield at 1st Street.
5. Mulberry Street. Vehicles traveling on Mulberry Street shall yield at 2nd Street.
6. Mulberry Street. Vehicles traveling on Mulberry Street shall yield at 3rd Street.
7. Meridian Street. Vehicles traveling on Meridian Street shall yield at 9th Street.
8. Meridian Street. Vehicles traveling north on Meridian Street shall yield at 10th Street.
9. Lynn Street. Vehicles traveling on Lynn Street shall yield at 3rd Street.
- ~~10. Lynn Street. Vehicles traveling on Lynn Street shall yield at 10th Street.~~
- ~~Numbers below would be re-numbered.~~
11. Sycamore Street. Vehicles traveling on Sycamore Street shall yield at 4th Street.
12. Sycamore Street. Vehicles traveling on Sycamore Street shall yield at 10th Street.
13. Pine Street. Vehicles traveling south on Pine Street shall yield at 2nd Street.
14. 10th Street. Vehicles traveling east on 10th Street shall yield at Plum Street when turning right.
15. 13th Street. Vehicles traveling east on 13th Street shall yield at Mulberry Street.
16. Crestview Drive. Vehicles traveling south on Crestview Drive shall yield at 9th Street.
17. Sunrise Drive. Vehicles traveling west on Sunrise Drive shall yield at Plum Street.

SECTION 3. *Repealer.* All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. *Severability.* If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 5. *Effective date.* This ordinance shall be in effect after its final passage, approval, and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2021.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Ordinance No. 569 which was passed by the Tipton City Council this _____ day of _____, 2021 and published in the Tipton Conservative this _____, 2021.

Amy Lenz, City Clerk

DRAFT

RESOLUTION NO. 071221A

**A RESOLUTION ENDORSING AND AUTHORIZING
SUBMITTAL OF AN APPLICATION FOR COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS FOLLOWING
PUBLIC HEARING**

WHEREAS, the City of Tipton is eligible to apply for Iowa Community Development Block Grant funding under the Housing Sustainability portion of the program, and;

WHEREAS, the City Council has held a public hearing as required for submission of a CDBG guidelines on July 12, 2021 to hear public comments on the submission of the grant application, and;

WHEREAS, the City has an immediate need to conduct a project to make improvements to the City's LMI housing stock, and;

WHEREAS, the City Council has decided to submit an application to the CDBG program for the Tipton Housing Sustainability Exterior Improvements Project;

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

SECTION 1. The City Council endorses the submission of an application for CDBG grant funds to the Iowa Economic Development Authority in the amount of \$227,394.00 for the Tipton Housing Sustainability Exterior Improvements Project.

SECTION 2. The City Council certifies that the provided public hearing announcements were made prior to consideration of the grant application, as per CDBG guidelines.

SECTION 3. The Mayor is authorized to sign all paperwork and forms necessary for the submittal of the grant application.

PASSED AND APPROVED this 12th day of July 2021.

BY THE CITY COUNCIL OF THE
CITY OF TIPTON, IOWA

Bryan Carney, Mayor

ATTEST:

Melissa Armstrong, Finance Director

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution No. _____ which was passed by the Tipton City Council this 12th day of July, 2021.

Amy Lenz, City Clerk

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2501-0032 (exp. 01/31/2020)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report

or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code):

City of Tipton
407 Lynn Street, Tipton, Iowa 52772
563-886-6187

2. Social Security Number or
Employer ID Number:

42-6005280

3. HUD Program Name

CDBG Housing Sustainability

4. Amount of HUD Assistance
Requested/Received

\$227,394.00

5. State the name and location (street address, City and State) of the project or activity:

407 Lynn Street, Tipton, Iowa 52772

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

Yes No

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9

Yes No.

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:

Date: (mm/dd/yyyy)

July 12, 2021

X

FEDERAL ASSURANCES SIGNATURE PAGE

I, Bryan Carney, Mayor hereby certify that in carrying out the activities funded under the CDBG Program, the City of Tipton, Iowa:

- A. will minimize displacement of persons as a result of such activities;
- B. will conduct and administer the program in conformity with Public Law 88-352 (Title VI of the Civil Rights Act of 1964), and Public Law 90-284 (Title VIII of the Civil Rights Act of 19687) and will affirmatively further fair housing);
- C. will provide for opportunities for citizen participation, hearings, and access to information with respect to our community development program comparable to the requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1975 as amended through 1987; and
- D. will not attempt to recover any capital costs of public improvements assisted in whole or part under the CDBG Program by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under the CDBG Program are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Public Law 93-383, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not of very low income, the city/county has certified to the State that it lacks sufficient funds received under the CDBG Program to comply with the requirements of clause (i) above.

I also certify that to the best of my knowledge and belief, data in the application is true and correct, including commitment of local resources; the document has been duly authorized by the governing body of the applicant; and the applicant will comply with all applicable federal and state requirements, including the following, if assistance is approved:

- A. Civil Rights Acts;
- B. Housing and Community Development Acts of 1974, as amended;
- C. Age Discrimination Act of 1975;
- D. Section 504 of the Rehabilitation Act of 1973;
- E. Davis-Bacon Act, as amended, where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act; the Copeland Anti-kickback Act; the Department of Defense Reauthorization Act of 1986 and the Fair Labor Standards Act.
- F. National Environmental Policy Act of 1969 and 24 CFR 58 (Environmental Review).
- G. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- H. State of Iowa Citizen Participation Plan;
- I. Lead-based Paint Poisoning Prevention Act;
- J. Residential Anti-displacement and Relocation Assistance Plan;
- K. Government-wide Restriction on Lobbying and the Hatch Act; and
- L. Prohibition on the Use of Excessive Force.

Bryan Carney, Mayor
Typed Name of Applicant Official

Signature

July 12, 2021
Date

Melissa Armstrong, Finance Director
Typed Name of Person Attesting

Signature

July 12, 2021
Date

**Certification of Compliance
CDBG Procurement Standards**

CDBG Applicant/Recipient: TIPTON

Application year: 2021

2 CFR 200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

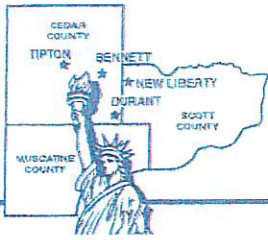
- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

I certify that I am the chief elected official and that the community listed above did not violate the above competition statute when competitively procuring engineering or administrative services as part of the potential CDBG award.

Signature: _____

Printed Name: Bryan Carney

Date: July 12, 2021



LIBERTY TRUST & SAVINGS BANK

www.mylibertytrust.com

June 25, 2021

City of Tipton
407 Lynn Street
Tipton, Iowa 52772

Re: Tipton Motel

Mayor Carney, Brian Wagner, Linda Beck, Ron Hembry, Abby Cummins,

Thank you for taking time to meet with Phil and me to discuss the plans for the Tipton Motel. We truly wish there was a better future for this business. We viewed the motel as an important amenity for the community and justified our investments and expenditures on that philosophy. During the bank's ownership, over half a million dollars has been invested in the renovation, upkeep, and operational needs. It is unlikely any individual owner could have justified this level of investment. The earlier business years were successful. The last four years have suffered significant losses as occupancy dwindled and overhead expenses increased. We believe the lower occupancy was largely due to new competition and changes in the traveling business activity. The motel has reached a point where it no longer makes economic sense to support the operating losses. Unfortunately, these losses also create a grim outlook for any potential buyer who may want to sustain the motel business.

Beyond the operating losses, Liberty Trust & Savings Bank has been under regulatory pressure to sell the property for some time. The bank originally took possession of the motel in 2001. We then sold the property and got it back a second time in 2006. We have operated the motel since 2006. While the bank's regulators have been very cooperative, we are at a point where continuing to hold the property is no longer an option for us. It must now be sold to avoid further regulatory consequence.

Please know we share your concerns for the future caretaking of the motel. As a neighboring property owner, it is in our best interest to try to do what we can to preserve the presence of its appearance. While we can control who it gets sold to initially, we cannot control much beyond that point, nor can anyone else.

We have had this property listed with local realtors, Ruhl & Ruhl and advertised it several times as FSBO. Our intent has always been to sell the property as a motel. Over the last 5 years, we have had some lookers, but nothing materialized. This brought us to the point of evaluating alternative uses for the property. Our analysis came up with two options, 1.) Pursue a zoning variance and convert the motel to multi-family apartments; 2.) Conversion to other commercial business activity allowable under C-2 General Business Zoning.

Our first preference was to move in the direction of multi-family housing. Our logic was based on the following:

1. If developed as multi-family housing it would likely remain as a neighboring multi-family facility for a long period of time. This thought lessened our concern for the potentially messier and noisier commercial uses if sold for other purposes.
2. Multi-family housing is often used by cities to transition from commercial and industrial areas to residential. The motel property adjoins multi-family zoning at its NE corner.

DURANT OFFICE
502 8th Avenue
PO Box 1118
Durant, Iowa 52747
563-785-4441
563-785-4719 fax

NEW LIBERTY OFFICE
562 Hendricks Street
PO Box 38
New Liberty, Iowa 52765
563-843-2041
563-890-2281 fax/phone

BENNETT OFFICE
236 Main Street
PO Box B
Bennett, Iowa 52721
563-890-2272
563-890-2421 fax

TIPTON OFFICE
101 E. South Street
PO Box 366
Tipton, Iowa 52772
563-886-6092
563-886-3503 fax

3. The physical condition of the motel and outbuildings are in relatively good condition requiring very little updating in the foreseeable future if maintained properly. The motel and garage roof are 3-4 years old, and siding was replaced during the earlier renovation process. It has the potential to be clean and attractive housing for a reasonable length of time.
4. There are existing storage facilities and plenty of room to construct additional storage for the tenants if warranted.
5. A paved parking lot is desirable.
6. There is a strong need for rental housing in Tipton.
7. It is in a safe and well-lit location.
8. There is parking /storage space below grade behind the motel that is out of street view.
9. There are two ready to go apartment units on the lower level.
10. The floor plan of the motel rooms lends itself to fairly easy conversion to apartments.
11. Beyond being a motel, this is the next highest and best use of the property from an income perspective. Our internal cash flow projections show decent income ability to keep the property maintained and provide an acceptable return on investment. Owners would be wise to keep the property maintained to promote occupancy and command maximum rental rates.
12. More rental housing within the community forces landlords to stay competitive and attractive to would-be tenants. Sufficient rental housing is an important consideration for industrial development.
13. The assessed value would likely increase as a multi-family facility creating a little more property tax revenue.

We currently have a legitimate offer to purchase the motel property. Our discussions and knowledge of this potential buyer and his ideas for converting the motel to multi-family housing took us to a safe place for resting our concerns regarding the future care and appearance of the property. We believe his plans are a good solution. We are confident in this individual's management and oversight.

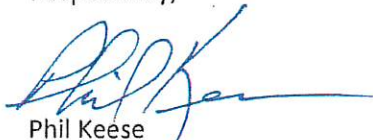
We have also given thought to other potential uses of this property should the request for a zoning variance fail. Given our need to liquidate the property, we would have no other choice. Also, in response to a comment made during our meeting, the bank has no interest in tearing the property down. While its value has diminished, the property is not without value.

Some thoughts and concerns regarding alternative uses are as follows:

1. The pole buildings and 3-car garage behind the motel have many potential small business possibilities.
2. The vacant lot areas provide space for outdoor storage and facility expansion.
3. The paved parking lot provides outdoor parking and storage space for inventory.
4. The guest rooms could be used as private storage units.
5. There is lower-level housing for owner/manager housing or office needs.
6. There are non-profit organizations looking for temp-housing facilities to accommodate people in transition or distress. Is the motel a possibility?
7. Alternative commercial use would likely be more transitional in ownership allowing more uncertainty for future business use, care and appearance.
8. The full scope of C-2 General Business would be in play.
9. Would other uses of this property generate enough income to sustain annual maintenance needs?

Again, we appreciate the time you took to discuss the requested zoning variance. We respect your concerns. We do have confidence in the proposed buyer for this property and would welcome him as the bank's potential neighbor. We believe the conversion to multi-family housing provides more long-term certainty than any other alternative. We would appreciate your support in this request. We would also like to get to some determination on the zoning request and would appreciate your efforts in moving this matter forward as soon as possible.

Respectfully,

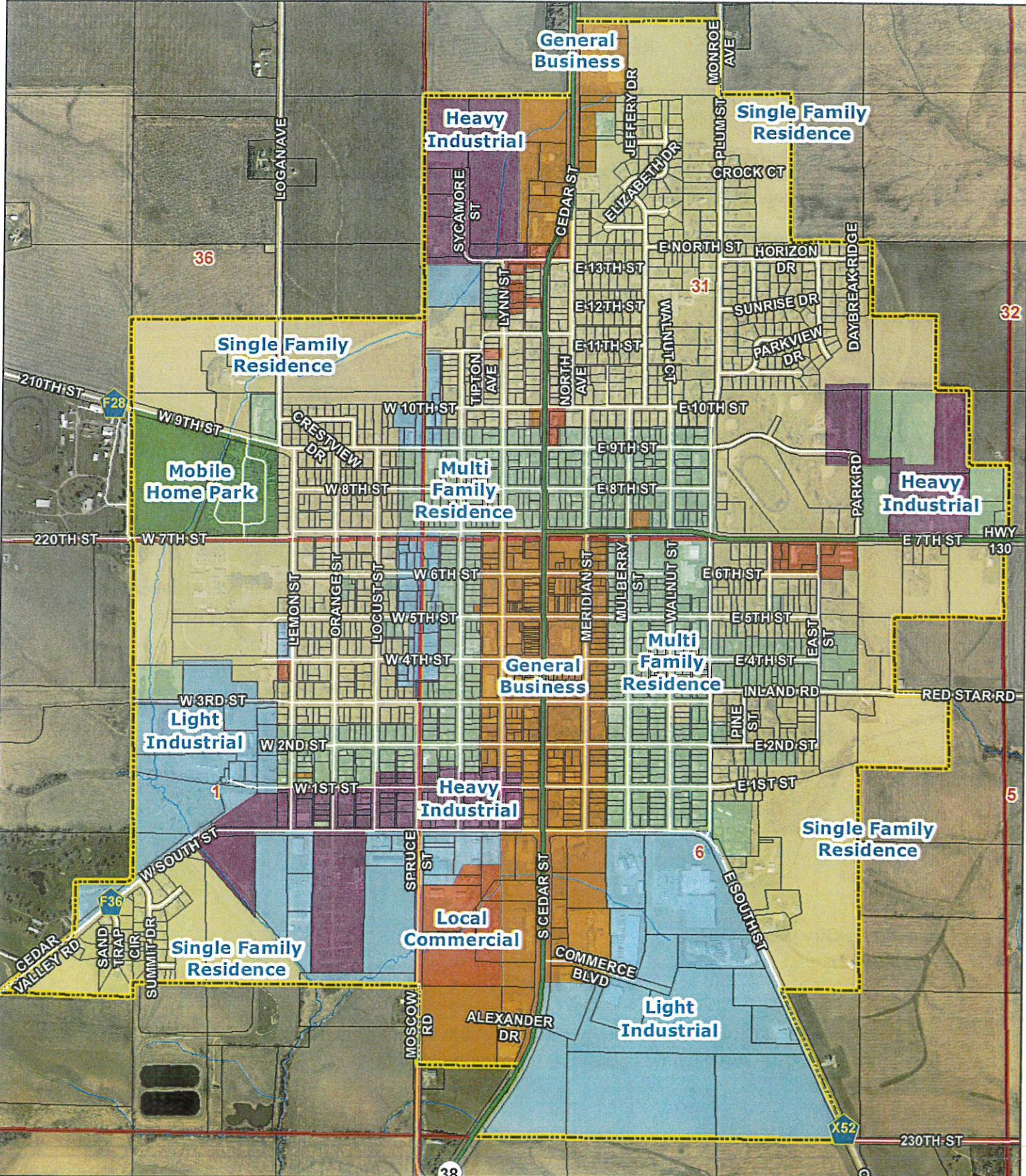


Phil Keese
President & CEO



Mike Hein
Vice President

Tipton Zoning Districts



 R-1 Single Family Residence	 C-1 Local Commercial	 City Limits
 R-2 Multi Family Residence	 C-2 General Business	 Parcel
 R-3 Mobile Home Park	 M-1 Light Industrial	 Section
	 M-2 Heavy Industrial	

Map Date: 4/9/2019

Feet 0 250 500 1,000

Cedar County GIS Department

RESOLUTION NO. 071221B

RESOLUTION APPROVING APPLICATION FOR URBAN REVITALIZATION
TAX-EXEMPTION FILED BY CEDAR COUNTY COOPERATIVE

WHEREAS, the City Council for the City of Tipton has declared the entire City as an Urban Revitalization Area; and,

WHEREAS, this allows persons who make taxable improvements to commercial or industrial property the option of a ten-year, graduated tax-exemption on the new improvements as long as the work increases the assessed value of the property by at least 15%. The exemption schedule appears below:

Year:	Exemption from taxation on value added:	Year:	Exemption from taxation on value added:
1	80%	6	40%
2	70%	7	30%
3	60%	8	30%
4	50%	9	20%
5	40%	10	20%

NOW, THEREFORE, Be It Resolved, the City Council of the City of Tipton does hereby approve the following application for an Urban Revitalization Tax-Exemption, subject to the approval of the Cedar County Assessor.

1.) Cedar County Cooperative, 906 E 7th Street, Tipton, IA 52772

PASSED AND APPROVED this 12th day of July 2021.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution No. 071221B which was passed by the Tipton City Council this 12th day of July 2021.

Amy Lenz, City Clerk



ESTABLISHED 1840

407 Lynn St. Tipton, Iowa

563.886.6187

www.tiptoniowa.org

Application for Tax Abatement / Tax-Exemption
Urban Revitalization Plan
City of Tipton

Properties with improvements made after January 1, 2019 are eligible

Feel free to use additional sheets of paper to elaborate on any information requested in the application.

Your contact information...

Name of Title Holder or Contract Buyer:

Cedar County COOPRATIVE

Mailing Address:

906 E 7th ST Tipton

Telephone (and Fax):

563 886 6177

Email Address:

dsummers@cedarcountycoop.com

Please tell us about the property for which you are applying.

Address of Property for this Application:

906 E 7th ST Tipton

Property's Legal Description or attach a copy of the deed:

E 400' of W 680.5' of S 350' SE SE & PA

031 081 002 RC B IN S 1/2 SE SE

Existing Property Use:

Residential Multifamily Residential

Commercial Industrial Vacant

Proposed Use of Property:

Fuel Mill Production

Which are you applying for:

Prior approval of your project.

Approval of a project that's already completed.

What is the nature of your proposed taxable improvements?

New construction? Addition? General Improvements?

Please specify the types of
Improvements:

New Construction of Fuel Mill
Warehouse + Office Facility

Estimated or Actual Date of
Project Completion:

October 2021

Estimated or Actual Cost of
Improvements:

\$11,000,000

About the tax-exemption program...

It is available to property owners that do improvements that increase the taxable value of their properties by at least 10% for residential properties and by at least 15% for multi-residential, commercial, and industrial properties. The program applies to both new and existing buildings. The tax-exemptions apply only to the new improvements. Also, tax-exemptions can't be used incompatibly with TIF.

For which tax-exemption benefit are you applying?

Residential properties: The benefit is a 7-year, 100% tax-exemption on the new taxable improvements.

Multi-residential properties of 3 or more units: The benefit is a 10-year, 100% tax-exemption on the new taxable improvements.

Commercial properties: This 10-year graduated exemption schedule is used on the new taxable improvements:

For the first year, an exemption from taxation on 80% of the actual value added.
For the second year, an exemption from taxation on 70% of the actual value added.
For the third year, an exemption from taxation on 60% of the actual value added.
For the fourth year, an exemption from taxation on 50% of the actual value added.
For the fifth year, an exemption from taxation on 40% of the actual value added.
For the sixth year, an exemption from taxation on 40% of the actual value added.
For the seventh year, an exemption from taxation on 30% of the actual value added.
For the eighth year, an exemption from taxation on 30% of the actual value added.
For the ninth year, an exemption from taxation on 20% of the actual value added.
For the tenth year, an exemption from taxation on 20% of the actual value added.

Industrial properties: There's a choice.

A 3-year, 100% exemption, or...

The same 10-year graduated schedule as used for commercial properties.

Applicant's Certification.

I/We certify that I/we understand and agree with the requirements of this program and that the information submitted herein is true and accurate to the best of my (our) knowledge. I/We also agree to provide additional information if needed for this application process.

IMPORTANT: This application must be filed with the City Council by February 1 (which, in turn, must file it with the Cedar County Assessor by March 1) of the year in which the property claimed for exemption is assessed for taxation.

Signature of Applicant: David L Date: 6-25-21

Signature of Co-Applicant: _____ Date: _____

#####

City Council

This application was: _____ Approved _____ Declined.

If declined, what was the reason: _____

Date of Council's decision: _____

Attested by the City Clerk: _____ Date: _____

Application Timeline

Projects started January 1, 2019 - January 1, 2020 Timeline

January 1, 2019	January 1, 2020	February 1, 2020	March 1, 2020	April 1, 2020	Fall 2021/Spring 2022
Eligibility for new improvements starts	2020 Tax Assessment	Application deadline to City Council	Deadline to submit applications to County Assessor	Assessor to verify value of new improvements as of	Taxes payable for 2020 Assessment (exemption for new improvements).

*Any application received after February 1, 2020 will not be eligible for the tax-exemption benefit until the 2021 tax assessment that is payable in the Fall 2022/Spring 2023

RESOLUTION NO. 071221C

A RESOLUTION AUTHORIZING APPROVAL OF A COMMUNITY CATALYST &
REMEDATION PROGRAM GRANT AGREEMENT (21-CTBF-033)
AND ANY RELATED DOCUMENTS FOR THE HARDACRE THEATER PROJECT

WHEREAS, the Iowa Economic Development Authority (IEDA) administers the Community Catalyst & Remediation Program by providing grants of up to \$100,000; and

WHEREAS, the City of Tipton was awarded a \$100,000 grant and has now been offered a grant agreement toward aiding the Hardacre Theater Preservation Association with the renovation and redevelopment of the theater portion of the building.

NOW, THEREFORE, Be It Resolved, the City Council of the City of Tipton does hereby authorize approval of the IEDA's catalyst grant agreement and further authorizes the Mayor and Clerk to sign any related documents that are consistent with the content of the City's grant application and this Resolution

PASSED AND APPROVED this 12th day of July 2021.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution _____ which was passed by the Tipton City Council this 12th day of July 2021.

Amy Lenz, City Clerk

IOWA ECONOMIC DEVELOPMENT AUTHORITY

1963 Bell Avenue, Suite 200 | Des Moines, Iowa 50315 USA | Phone: 515.348.6200
iowaeda.com



June 28, 2021

Brian Wagner
City of Tipton
407 Lynn Street
Tipton, Iowa 52772

SUBJECT: 2021 Community Catalyst and Building Remediation Grant (21-CTBF-033)

Dear Brian,

I am pleased to inform you the Iowa Economic Development Authority (IEDA) has awarded the City of Tipton a Community Catalyst and Building Remediation Grant in an amount not to exceed \$100,000. These funds are to be used for Hardacre Theater in the City of Tipton as stated in the grant application.

Enclosed is the Contract between the Grantee Organization and IEDA. No grant funds will be disbursed until the applicant and the Iowa Economic Development Authority have agreed to the terms of the contract and the contract is executed. Please review the document thoroughly. Once signed, please return the original signed contract to Susan Watson at IEDA. Upon receipt of your signed contract, we will execute and upload a copy to IowaGrants.gov for your records.

IF ANY CONDITIONS CONTAINED IN THIS LETTER ARE NOT SATISFIED IN THE SOLE DISCRETION OF IEDA, OR THE CONTRACT IS NOT FULLY EXECUTED, THIS AWARD OF FUNDS SHALL BE RESCINDED, AND NO REIMBURSEMENT IS AVAILABLE FOR ANY COSTS INCURRED BY THE CONTRACT RECIPIENT WITH RESPECT TO THIS AWARD.

If you have any questions, please contact your project manager, Jim Thompson, at 515.348.6183 or by e-mail at Jim.Thompson@IowaEDA.com.

IEDA looks forward to working with the City of Tipton on its Community Catalyst and Building Remediation grant project **once all conditions to the award have been met and the contract is fully executed.**

Sincerely,

A handwritten signature in blue ink, appearing to read "Debi Durham", is written over the typed name and title.

Deborah V. Durham
Director

Congratulations!

File: IowaGrants.gov
Legislators

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
IOWA DOWNTOWN RESOURCE CENTER
COMMUNITY CATALYST & REMEDIATION GRANT PROGRAM**

GRANTEE: City of Tipton
AGREEMENT NUMBER: 21-CTBF-033
DATE OF AWARD LETTER: June 28, 2021
PROJECT COMPLETION DATE: June 28, 2023
GRANT AMOUNT: \$100,000

THIS Community Catalyst Building Remediation Grant Agreement ("Agreement") is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IEDA") and the City of Tipton, 407 Lynn Street, Tipton, Iowa 52772 ("Grantee") (Collectively "the Parties").

WHEREAS, the Authority established a Community Catalyst Building Remediation Fund pursuant to Iowa Code section 15.231 for the purpose of providing grants to cities for the remediation of underutilized buildings; and

WHEREAS, the Grantee submitted a grant application to the Authority and the Authority determined that the Grantee and its proposed Project are eligible for a Community Catalyst Building Remediation Grant ("Grant") and approved the Application; and

WHEREAS, in approving the Application, the Authority has relied upon the Grantee's representations of proposed Project activities, the Grantee's management and financial condition, investment of other Project funds, and other material information contained in the application;

WHEREAS, the Grantee accepts the Grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **COSTS DIRECTLY RELATED.** "Costs Directly Related" means expenditures that are incurred for the acquisition, deconstruction, disposal, redevelopment, or rehabilitation of the community catalyst that is the subject of the Project to the extent that the expenditures are attributable directly to the remediation or redevelopment of the community catalyst. Examples of "Costs Directly Related" and costs that are not directly related are set out at 261 IAC 45.2 Definitions.
2. **GRANTEE.** "Grantee" means the entity described above whose application for a Grant was approved by IEDA.
3. **IOWAGRANTS.GOV.** "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. The Authority reserves the right to require the Recipient to utilize IowaGrants.gov to conduct business associated with this Agreement.
4. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the Grantee as described in this Agreement, in the Agreement Scope of Work attached hereto, in the award letter, and in the application submitted through IowaGrants.gov, including but not limited to, the "Scope of Project and Budget" portion of the application.
5. **PROJECT COMPLETION PERIOD.** "Project Completion Period" means the period commencing with the Date of Award Letter and ending with the Project Completion Date set out above.
6. **PROJECT MID-POINT.** "Project Mid-Point" means the point at which the Grantee has incurred Costs Directly Related to the Project. The maximum mid-point draw is up to 60% of the Grant Amount.
7. **PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project costs for the purpose of this Agreement.
8. **UTILIZATION OF CONSULTANT(S).** The Grantee is responsible for recruiting and selecting consultants and for setting out the terms and conditions under which the consultant(s) shall provide services. The Authority may require the Grantee to retain a consultant or consultants as set out in the Agreement Scope of Work attached hereto.
9. **TOTAL PAYMENT.** Total payment of state funds under this Agreement shall not exceed \$100,000 for Costs Directly Related to the Project as shown in the approved application unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by the IEDA of sufficient State funds for this activity. Any termination, reduction or delay of state funds to the IEDA shall, at the option of the IEDA, result in the termination, reduction, or delay of state funds to the Grantee.
10. **REPAYMENT OBLIGATION.** In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. If it is IEDA's final determination that costs previously paid by IEDA are not allowable under the terms of this Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to IEDA any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors.

11. **REPORTING REQUIREMENTS.** The Recipient shall prepare, review and sign the reports as specified below in the form and content specified by the Authority.
1. By Project Mid-Point: A report describing work completed, including photographs documenting work that has been completed;
 2. Within 60 days after the Project Completion Date: A report documenting completion of the Project, including photographs of the completed Project
12. **PAYMENT PROCEDURES.** Payment shall be made on a reimbursement basis. Grantee shall use funds only for reimbursement of Costs Directly Related to the Project. Requests for reimbursement shall be made through IowaGrants.gov using a General Accounting Expenditure form along with copies of paid invoices and proof of payment. The Grantee shall submit two (2) requests for reimbursement. The first request shall be made at Project Mid-Point up to 60% of the Grant Amount and the final request for reimbursement of the remaining funds shall be made within sixty days after the Project Completion Date. If the total Grant Amount has not been claimed within sixty (60) days after the Project Completion Date, then the IEDA shall be under no further obligation for further disbursement. The Grantee shall prepare, review, and sign all requests for payment and verify that claimed expenditures are allowable Costs Directly Related to the Project. The Grantee shall maintain original documentation adequate to support the claimed costs on file in IowaGrants.gov and provide such documentation upon request.
13. **PUBLICATIONS.** The Grantee will ensure that all publications produced in association with the Project shall include the following phrase: This Project is Sponsored in Part by the Iowa Economic Development Authority.
14. **DEFAULT.** The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Grantee in default of its obligations under this Agreement: a) non-performance; b) a failure by the Grantee to make substantial and timely progress toward completion of the Project and performance of the Agreement; c) a breach of any term of this Agreement or any attachment thereto; and d) failure to maintain insurance as set out at Paragraph 33 herein or maintaining insurance coverage that is, as determined by the Authority, insufficient; and e) utilizing grant proceeds for purposes not described in IowaGrants.gov - Scope of Project and Budget or for expenses that are not Costs Directly Related to the Project. The IEDA shall issue a written notice of default providing therein a fifteen (15) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.
15. **TERMINATION.** This Agreement may be terminated in the following circumstances: a) by either party, without cause, after thirty (30) days' written notice; b) immediately, as a result of the Grantee's default under this Agreement and failure to cure within the time period provided; c) immediately, as a result of the termination or reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement; or d) immediately upon written mutual agreement by all parties to terminate the Agreement.
16. **REMEDY UPON TERMINATION.** In the event of termination of this Agreement or reduction of the Agreement amount, the exclusive, sole and complete remedy of the Grantee shall be reimbursement for Project costs expended prior to termination.
17. **NONASSIGNMENT OF AGREEMENT.** The Grantee may not assign, transfer or convey in whole or in part this Agreement; delegate any of its obligations or duties under this Agreement; or pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Grantee under this Agreement.
18. **WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. Notwithstanding the sentence above, IEDA may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.
19. **COMPLIANCE WITH LAWS AND REGULATIONS: DECLARATION OF THE GRANTEE.** The Grantee shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
20. **COMPLIANCE WITH EE0/AA PROVISIONS.** The Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. A breach of this provision shall be considered a material breach of this Agreement.
21. **INDEMNIFICATION AGAINST LOSS OR DAMAGE.** The Grantee agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of: any breach of this Agreement; any negligent, intentional or wrongful act or omission of the Grantee or any agent or subcontractor utilized or employed by the Grantee; the Grantee's

performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Grantee; any failure by the Grantee to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Grantee to conduct business in the State of Iowa; or any violation of any rights of any third party. The Grantee's duties and obligations under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by IEDA or any other Indemnified Party.

22. **RIGHT TO REVIEW AND OBSERVE: ACCESS TO RECORDS.** IEDA shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Grantee shall permit IEDA or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Grantee shall deliver to IEDA or its agents said documentation or materials.

23. **PUBLIC RECORDS: RECORDS RETENTION.** All records submitted to or inspected by IEDA regarding this Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

24. **SURVIVAL OF AGREEMENT.** If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

25. **GOVERNING LAW.** This Agreement shall be interpreted in accordance with the law of the State of Iowa and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

26. **FINAL AUTHORITY.** The decision of the IEDA shall be binding on the Grantee. The IEDA shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement.

27. **USE OF NAME.** The Grantee agrees it will not use IEDA and/or State's name or any of its or their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of IEDA and/or the State, except as otherwise required by this Agreement.

28. **COMPLIANCE WITH IOWA CODE CHAPTER 8F.** If the Agreement is subject to the provisions of Iowa Code chapter 8F, the Grantee shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certifications, received by the Grantee from subcontractors shall be forwarded to IEDA.

29. **LEGISLATIVE CHANGES.** The Grantee expressly acknowledges that the Community Catalyst Building Remediation Fund and Program are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the fund or the program, the Grantee shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Grantee of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this paragraph shall affect or impair IEDA's right to terminate the Agreement pursuant to the termination provisions.

30. **JOINT AND SEVERAL LIABILITY.** If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations.

31. **WAIVER.** Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

32. **CONFLICT OF INTEREST.** The Grantee represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Grantee and IEDA that is a conflict of interest. The provisions of Iowa Code chapter 68B shall apply to this Agreement. If a conflict of interest is proven to IEDA, IEDA may terminate this Agreement pursuant to Paragraph 15 of this Agreement, and the Grantee shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Grantee shall report any potential, real, or apparent conflict of interest to IEDA.

33. **MAINTENANCE OF INSURANCE.** The Grantee shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. If the Grantee is not the owner of the Project property, the Grantee shall require the property owner to maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Grantee or owner of the Project property shall pay for and maintain insurance as is customary for similar projects. This insurance shall be in an amount not less

than the full insurable value of the Project property. The Grantee or the owner of the Project property shall name the Authority and the Grantee, if the Grantee is not the owner of the Project property, as mortgagees and/or an additional loss payee(s). If the Grantee is not the owner of the Project property, the owner of the Project property shall provide the Grantee with a copy of each and every insurance policy in effect. The Grantee shall maintain a copy of each and every insurance policy in effect and shall provide copies to the Authority upon request.

34. **DEVELOPMENT CONTRACT AGREEMENT.** Grantee shall provide IEDA with a copy of the Development Agreement between the owner of the Project property and the entity that will deconstruct, redevelop, or rehabilitate the community catalyst that is the subject of the Project. Grantee shall notify IEDA immediately if the Development Agreement is assigned and shall provide IEDA with a copy of the assignment.

35. **IMMUNITY FROM LIABILITY.** Every person who is a party to the Agreement is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's, Project property owners' and/or contractors or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

36. **NONAGENCY.** The Grantee, the Project property owner(s), its or their employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Agreement. Neither the Grantee nor the Project property owner's employees shall be considered employees of IEDA or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.

37. **HEADINGS OR CAPTIONS.** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

38. **DOCUMENTS INCORPORATED BY REFERENCE.** The following are hereby incorporated by reference:
(a) Agreement Scope of Work and Budget
(b) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
(c) Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant Application, as found in IowaGrants.gov.

39. **ORDER OF PRIORITY.** In the event of a conflict between documents, the following order or priority shall be applied:
(a) Articles 1-40 of this Grant Agreement.
(b) Agreement Scope of Work and Budget
(c) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
(d) Application, Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant, as found in IowaGrants.gov.

40. **INTEGRATION.** This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: City of Tipton

BY:

Mayor
City of Tipton
407 Lynn Street
Tipton, Iowa 52772

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Brian Sullivan, Chief Programs Officer
Community Development Division
Iowa Economic Development Authority

RESOLUTION NO. 071221D

RESOLUTION IN SUPPORT OF THE "HARDACRE LOFTS" HOUSING PROJECT
AND ITS APPLICATION TO THE WORKFORCE HOUSING TAX-CREDIT PROGRAM
AND AFFIRMING THE CITY'S FINANCIAL SUPPORT FOR THE PROJECT

WHEREAS, the Iowa Economic Development Authority (IEDA) administers the Workforce Housing Tax-Credit (WHTC) Program in which investors or developers can purchase tax-credits with the purchase proceeds providing partial funding for market-rate housing projects; and

WHEREAS, the Hardacre Theater Preservation Board's (Board) goal of developing two upper-story apartments as the Hardacre Lofts appears to qualify for the WHTC Program; and

WHEREAS, the City of Tipton has a special interest in the renovation and redevelopment of the Hardacre Theater and the Hardacre Lofts as community attractions and economic anchors in our downtown; and

WHEREAS, the City received a \$100,000 Catalyst Grant for the Hardacre Lofts and the Board received an anonymous private donation of \$50,000 specifically for the apartments; and

WHEREAS, to provide additional funding, the City amended its urban renewal plan (*Resolution No. 111918B, Nov 19, 2018*) to designate the Hardacre Theater as a special Tax-Increment Financing project with up to \$200,000 in upfront funding that can be used on either the Theater, the apartments, or the Building that houses both; and

WHEREAS, of the \$200,000 in upfront TIF, the Board has used about \$117,000 to replace the Hardacre Building's roof and tuckpoint the front of the Building and now has about \$83,000 remaining.

NOW, THEREFORE, Be It Resolved:

- 1.) The City Council of the City of Tipton does hereby state its wholehearted support for the Hardacre Board's Workforce Housing Tax-Credit Program application.
- 2.) The City Council affirms that the remaining \$83,000 in upfront TIF funding is still in place and available and, at the Board's discretion, can be used in any proportion on either the Hardacre Lofts, the Hardacre Theater, or the Hardacre Building.
- 3.) The Hardacre Building is in the City-wide urban revitalization area and can qualify for a 10-year, graduated tax-exemption on its new taxable improvements.

PASSED AND APPROVED this 12th day of July 2021.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution _____ which was passed by the Tipton City Council this 12th day of July 2021.

Amy Lenz, City Clerk

RESOLUTION 071221E

RESOLUTION SETTING MONDAY, JULY 19, 2021 AS THE PUBLIC HEARING DATE REGARDING THE PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST OF THE HWY 38/CEDAR STREET PROJECT, PHASE 1 (AKA "PCC PAVEMENT - GRADE AND REPLACE DETOUR FOR IA 38 IMPROVEMENTS")

WHEREAS, the City Council of the City of Tipton has hired Origin Design (formerly IIW Engineering) and referred to within as the "Engineer" to design and oversee the Hwy 38/Cedar Street Project, Phase 1 (Project); and,

WHEREAS, a summary of the Project is as follows:

The project work includes improvements necessary on the detour routes for future reconstruction of Hwy 38 from South Street to 7th Street. Construction on this project is located in three areas. Area 1 along the west ditch of Hwy 38 from Commerce Drive to South Street includes fill grading, storm sewer and culvert work. Area 2 on Lemon Street at South Street, from 2nd Street to north of 4th Street and at 7th Street includes PCC paving. Area 3 at Hwy 38 and 9th Street includes PCC paving, sidewalks and a hydrant relocation.

AND, WHEREAS, the Engineer's estimated construction cost (not including the inspection/oversight) is \$717,000 and the plans, specifications, and form of contract are available at City Hall; and

WHEREAS, the Engineer has proposed this adjustable Project timeline:

- | | |
|---|-------------------|
| 1.) Set public hearing. | July 12. |
| 2.) Hearing notice appears in Tipton Conservative. | July 14. |
| 3.) Conduct public hearing/approve plans and cost estimate. | July 19. |
| 4.) Bid opening. | August 10. |
| 5.) Possible award of bid. | August 16. |
| 6.) Approve contract and bond. | Sept 6 or sooner. |
| 7.) Completion of Phase 1. | November 30. |

NOW, THEREFORE, Be It Resolved, the City Council of the City of Tipton does hereby set Monday, July 19, 2021 at 5:30 p.m. at the Tipton Fire Station at 301 Lynn Street as the public hearing date and location regarding the plans, specifications, form of contract, and Engineer's final cost estimate for the Hwy 38/Cedar Street Project, Phase 1.

BE IT ALSO RESOLVED, upon the City Council's approval of the Project's plans, specifications, form of contract, and final estimated project cost, City Council hereby authorizes the Engineers to proceed according to the adjustable timeline within.

PASSED AND APPROVED this 12th day of July 2021.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution _____ which was passed by the Tipton City Council this 12th day of July 2021.

Amy Lenz, City Clerk

RESOLUTION NO. 071221F

**RESOLUTION TO ASSESS NUISANCE CHARGE DUE
TO NON-PAYMENT BY PROPERTY OWNER**

WHEREAS, the City of Tipton, Iowa has provided property clean-up services for properties within the City of Tipton, and

WHEREAS, the Utility Billing Clerks billed the subject property owner and the City was never paid, and

WHEREAS, the Finance Director has presented the City Council with a list of costs for services that have not been paid by the subject property owner.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tipton, Iowa, that the following property owner and costs have hereby been reviewed and approved by this Council and that the Finance Director is hereby directed to file this resolution with the Cedar County Treasurer and to request these costs be collected with and in the same manner as the property taxes paid by the property owner as provided in Section 384.2 Code of Iowa:

<u>Owner/Property</u>	<u>PIN</u>	<u>Legal Description</u>	<u>For</u>	<u>Costs</u>
Petersen Luva Jean Revocable Trust/Kent Tholen	0480-10-01-279-004-0	STARR'S ADD N 60' E 1/2 LOT 11 & N 60' LOT 12 IN BLOCK 58	Unpaid property clean-up charges	227.50

PASSED AND APPROVED this 12th day of July 2021.

Bryan Carney, Mayor

ATTEST: _____
Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution _____ which was passed by the Tipton City Council this 12th day of July 2021.

Amy Lenz, City Clerk

RESOLUTION NO. 0712216

RESOLUTION TO ASSESS NUISANCE CHARGE DUE
TO NON-PAYMENT BY PROPERTY OWNER

WHEREAS, the City of Tipton, Iowa has provided meter replacement services for properties within the City of Tipton, and

WHEREAS, the Utility Billing Clerks billed the subject property owner and the City was never paid, and

WHEREAS, the Finance Director has presented the City Council with a list of costs for services that have not been paid by the subject property owner.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tipton, Iowa, that the following property owner and costs have hereby been reviewed and approved by this Council and that the Finance Director is hereby directed to file this resolution with the Cedar County Treasurer and to request these costs be collected with and in the same manner as the property taxes paid by the property owner as provided in Section 384.2 Code of Iowa:

<u>Owner/Property</u>	<u>PIN</u>	<u>Legal Description</u>	<u>For</u>	<u>Costs</u>
Petersen Luva Jean Revocable Trust/Kent Tholen	0480-07-31-306-006-0	NORTHWEST IMPROVE W 87' OF LOTS 1 & 2 IN BLOCK 2	Unpaid meter replacement charges	182.62

PASSED AND APPROVED this 12th day of July 2021.

Bryan Carney, Mayor

ATTEST: _____
Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution _____ which was passed by the Tipton City Council this 12th day of July 2021.

Amy Lenz, City Clerk

MEDICAL DIRECTOR AGREEMENT

THIS MEDICAL DIRECTOR AGREEMENT (“Agreement”) is effective as of **July 1, 2021** (the “Effective Date”), by and between Dr. Daniel Wing, M.D. (“Provider”) and **the City of Tipton, D.B.A. Tipton Ambulance Service** and Tipton Emergency Medical Services (“Recipient”).

WHEREAS, The City of Tipton operates Emergency Medical Services as defined by Iowa Code 641-132.1 (147A) AND is required to have an individual licensed under Iowa Code Chapter 148 to serve as the Medical Director as defined in Iowa Code Chapter 132

WHEREAS, Provider is licensed to practice medicine in the State of Iowa, who specialize in providing emergency services;

WHEREAS, Recipient seeks to engage a qualified medical director to provide medical direction in all matters relating to emergency medical services that requires the administrative services of a competent and qualified emergency medicine physician providing EMS Medical Direction, leadership and education

WHEREAS, Recipient desires to engage Provider, as an independent contractor, to serve as the Medical Director and to provide certain services described herein (“Medical Director Services”).

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Provider and Recipient (collectively, “Parties” and individually, “Party”), the Parties agree as follows:

The Provider shall:

- 1.1 Serve as the Medical Director for Tipton Emergency Medical Services
- 1.2 Meet the requirements of Iowa Code 641.132.3(2)b
- 1.3 Possess both an Iowa Controlled Substances Act License and DEA License capable of prescribing scheduled II narcotics
- 1.4 Provide written orders for medications (within 7 days) dispersed by the Recipient when the Recipient is not able to obtain such orders for the receiving healthcare facility to which the patient receiving the medication was taken to
- 1.5 Serve as the Medical Director for education programs which the Recipient engages in (example PHTLS, AMLS, ACLS etc.)
- 1.6 Participate on occasion in training events, CQI process, EMS Provider Remediation and Critical Incident Stress Debriefing (when available)
- 1.7 Ensure that another Licensed Physician is available to provide temporary medical direction in the event of the *Providers* long term scheduled absence
- 1.8 Maintain knowledge levels appropriate for an EMS Medical Director
- 1.9 Assure and maintain compliance with Health Insurance Portability and Accountability Act (HIPAA) and other pertinent statues and regulations

- 1.10 Authorize the purchase of medical equipment, supplies, and patient treatment items which require a medical license to purchase
- 1.11 Maintain liaison with the medical community including, but not limited to, hospitals, emergency departments, physicians, pre-hospital providers and other health care providers
- 1.12 Maintain certifications in ACLS and ATLS
- 1.13 Remain a member of the National Association of EMS Physicians
- 1.14 Provide documented proof of attendance of an Iowa Department of Public Health Medical Director Workshop every two years unless otherwise specified in 641.132
- 1.15 Assist in the creation and implementation of medical protocols/ guidelines, and authorize such protocols and guidelines in writing
- 1.16 Ensure that all passwords, records or other methods or devices that are capable of access protected health information (PHI) are kept secure
- 1.17 Notify the Director of Emergency Medical Services of any PHI, theft or loss of receptor owned electronic devices within 24 hours
- 1.18 Shall be responsible for furnishing internet or phone communications necessary to conduct medical director duties
- 1.19 Remain eligible for payment from Medicare and Medicaid programs and shall maintain provider numbers (NPI)

The Receiver shall:

- 2.1 Remain authorized by the Iowa Department of Public Health as an authorized Emergency Medical Service
- 2.2 Meet the requirements of Iowa Code 641.132
- 2.3 Maintain comprehensive professional liability insurance, for the *Provider*, at levels required by law, or of at least \$1,000,000 (single event) / \$3,000,000 (aggregate) at no cost to the *Provider*.
- 2.4 Maintain separate liability insurance for Tipton Emergency Medical Services
- 2.5 Provide the *Provider* with room, supplies and equipment necessary to conduct their duties as needed.
- 2.6 Possess a Iowa Controlled Substance License and DEA Licenses (if required)
- 2.7 Provide medication requests to the *Provider* within 4 days and provide a means (script pads, electronic application) to order such medications
- 2.8 Provide membership to the *Provider* to the National Association of EMS Medical Directors

- 2.9 Provide immediate access to records, medications and electronic health records to the *Provider* upon lawful request, unless otherwise limited by HIPAA or other regulations, for inspection
- 2.10 File with the State of Iowa, notice that the Provider is the Medical Director
- 2.11 Not permit any person to operate as an EMS provider if the Provider has placed a written revocation or suspension of EMS credentials with the Director of Emergency Medical Services
- 2.12 Provide the Provider with an electronic device (example tablet or laptop) with capable VPN and securities that meet HIPAA guidelines if requested by the Provider

Relationship of the Parties.

- 3.1 The *Provider* is considered an independent contractor, and this Agreement shall not constitute the formation of a partnership, joint venture, employment, principal/agent relationship, or master/servant relationship. The Parties further agree that the Provider nor any Physician shall not be entitled to any sick leave, vacation pay, retirement, social security, disability, health and unemployment benefits, nor any other benefits offered to employees of Recipient. Recipient shall not have or exercise any control or direction over the professional judgment or methods by which Provider or any employees or agents of Provider, including any Physician, perform Medical Director Services pursuant to this Agreement. Neither Party shall have any expressed or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other Party, except as herein provided.
- 3.2 The parties acknowledge that there is no requirement under this agreement or any other agreement that the *Receiver* is to refer patients to the hospital or clinic where the *Provider* works

Term and Termination.

- 4.1 Term. This Agreement shall be effective on the Effective Date and continue for a period of one (1) year, and shall automatically renew annually unless either party terminates this agreement with a sixty (60) days' prior written notice or as otherwise provided by an applicable termination provision of this Agreement.
 - a.) Termination for Breach. In the event of a material breach of this Agreement by one Party, the non-breaching Party may provide written notice of the breach and terminate this Agreement provided, however, that the breaching Party shall be afforded the opportunity to cure such breach, if curable, within thirty (30) days of its receipt of written notice of such breach. If the breaching Party, prior to expiration of such time period, has cured the breach, this Agreement shall remain in effect.
 - b.) Termination Upon Notice. Either Party may terminate this Agreement, for any reason, by providing at least sixty (60) calendar days' prior written notice to the other Party.
 - c.) Immediate Termination. This Agreement shall terminate immediately and automatically when:
 - a. Either Party is excluded from participation in any federally funded healthcare program, including Medicare or Medicaid.

- b. The Provider's license to practice medicine in the State of Iowa is terminated or surrendered
- c. The Recipient is no longer licensed to provide Emergency Medical Services within the State of Iowa
- d. The Provider is convicted of a felony
- e. The Provider no longer possess both an Iowa CSA and DEA License capable of prescribing schedule II medications
- f. The Recipient is cited with *significant deficiencies* from the Iowa Department of Public Health Bureau of Emergency and Trauma Services that results in termination of the Recipient's Ambulance License

Compensation

- 4.1 As compensation for the Provider providing Medical Director Services pursuant to this Agreement, the Recipient shall pay the Provider Six Thousand Dollars (\$6,000) annually
- 4.2 The compensation shall be paid monthly in equal installments, unless otherwise agreed upon by both parties
- 4.3 The Provider shall be solely responsible for ensuring that the Recipient has updated contact and mailing information
- 4.4 The compensation shall be effective once this agreement has been signed by both parties
- 4.5 The Provider shall be solely responsible for making all deductions and withholding which may be required by federal, state and local law

Mutual Indemnification / Hold Harmless.

- 5.1 To the extent permitted by law, each Party shall indemnify and hold harmless the other Party, its directors, officers, employees (including Physician), agents, affiliates, successors, and assigns from and against all claims, causes of action, suits, demands, liabilities, damages, penalties, judgments, and expenses (including, without limitation, reasonable attorney fees) arising out of or resulting from: (a) its breach of the representations, warranties, covenants, or agreements contained in this Agreement by the indemnifying Party; (b) its violation of applicable federal, state, or local laws, rules, or regulations; or (c) any action, claim, suit, or proceeding brought by any third party arising from any of its acts or omissions or acts or omissions of its employees or agents.
- 5.2 Immunity. Nothing in this Agreement is intended to amend, abrogate, or waive the right of either Party to claim immunity for acts or omissions undertaken under this Agreement, including but not limited to governmental/sovereign immunity and/or the civil immunity afforded to medical directors reviewing the performance of emergency medical services practitioners

Confidentiality / Records / Business Associates Agreement

- 6.1 **Confidentiality:** Neither Party will disclose confidential or proprietary information relating to the other Party's operations (such as strategic plans, business plans, financial information, volume data, etc.) which has been identified by one Party in writing to the other Party as confidential or proprietary, except as consented to or requested by the Party or as required by law, in which case,

the Party legally compelled to disclose the information shall, as soon as practicable, inform the other Party of such circumstances.

6.2 **Patient Information:** All patient information shall be regarded by both parties as confidential and both parties shall comply with all federal and state laws and regulations pertaining to confidentiality of patient records. Both parties acknowledge and agree that this agreement shall be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) act. The Parties agree to protect the privacy and security of all patient health information in accordance with and as established by all such statutes and regulations.

6.3 **Access to Records.** Until the expiration of four (4) years after the furnishing of services described herein by Provider, upon proper demand and with the prior written consent of Recipient, Provider shall make available to the Secretary of the U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and such books, documents and records of Provider as are necessary to certify the nature and extent of the cost or value of services provided hereunder. This Section 6.3 shall be null and void should it be determined that Section 1861(v)(1)(I) of the Social Security Act, as amended, is not applicable to this Agreement.

Miscellaneous.

7.1 **Notices.** Any notice or communication required or permitted to be given under this Agreement shall be served personally, sent by United States certified mail, or sent by email to the following address:

If to Recipient:

Tipton Ambulance Service
Director Brad Ratliff
407 Lynn ST
Tipton, IA 52772

If to the Provider:

Dr. Daniel Wing
2650 Eagle AVE NW
Oxford, IA 52322

7.2 Any change to the notice address listed above must be given to the other party in the same manner as described in this section. The date of notice shall be the date of delivery if the notice is personally delivered or the date of mailing if the notice is sent by United States certified mail. Each Party agrees to maintain evidence of the respective notice method utilized.

Entire Agreement.

8.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior proposals, negotiations, representations, communications, writings and agreements between the Parties with respect to the subject matter hereof, whether oral or written. This Agreement may only be amended or modified by a subsequent written agreement between duly authorized representatives of the Parties. This Agreement shall be binding on the Parties, their successors, and permitted assigns.

Assignment

9.1 No Party may assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party.

Governing Law and Venue.

10.1 This agreement shall be governed by and interpreted under the laws of the State of Iowa. Venue of any action initiated by either Party shall be in Cedar County, Iowa.

Severability

11.1 If any provision or any part of any provision of this Agreement shall be determined to be void, illegal, invalid or unenforceable, this determination shall not affect the remainder of this Agreement, which shall continue in full force and effect in accordance with its remaining terms.

Non-Discrimination

12.1 Neither Party shall differentiate or discriminate in the provision of medical services on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, medical condition, medical history, genetics, evidence of insurability, or claims history, in violation of any applicable state, federal, or local law or regulation, or other rules or policies, including, without limitation, the Age Discrimination Act of 1975, the Americans with Disabilities Act, and all regulations issued pursuant thereto and as may be amended from time to time. As applicable, Provider and Recipient shall be in full compliance with Section 504 of the Rehabilitation Act of 1973, Titles VI and VII of the 1964 Civil Rights Act, and all regulations issued pursuant thereto and as may be amended from time to time.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date written below.

For the City of Tipton:

For the Provider:

CITY OF TIPTON AUTHORIZED SIGNER (DATE)

DR. DANIEL WING, M.D. (DATE)

WRITTEN NAME OF AUTHORIZED SIGNER

Memo

To: City Council, Mayor Carney
From: Steve Nash, Public Works
cc: Brian Wagner, City Manager & Melissa Armstrong
Date: June 29, 2021
Re: Payment of Invoice for trees and planting supplies

Hopefully everyone will remember the proposals and memos that referenced tree purchasing and planting for last spring. Earth Day was recognized this year with the planting of 60 trees. The donation from the Lions Club (\$2200) and the Trees forever Grant (\$5000) was enough to cover the cost of all the trees and planting supplies. However, the timing of receiving the Grant, the Fiscal Year ending and the payment due to the Greenhouse didn't come together as well as I'd hoped.

Having missed the normal Council meeting in June that would have routinely taken care of this, I've had to substitute this Memo and a last-minute check cutting to the Greenhouse to get it into the Fiscal 2020-2021 year. I'm available to give anyone further details if needed.

Thanks for your support with this project.

Tipton Greenhouse & Florist
 1015 Lynn St
 Tipton, IA 52772
 +1 5638862524
 chris@tiptongreenhouse.com

EST. 1955
TIPTON GREENHOUSE
 & FLORIST

Invoice 1056

1015 LYNN STREET
 TIPTON, IOWA 52772-1043
 (563) 886-2524

BILL TO
 City Of Tipton
 407 Lynn St
 Tipton, IA 52772 US

DATE 06/18/2021	PLEASE PAY \$7,492.75	DUE DATE 07/18/2021
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DATE	ACCOUNT SUMMARY	AMOUNT
03/19/2021	Balance Forward	7,240.00
	Other payments and credits after 03/19/2021 through 06/17/2021	0.00
06/18/2021	Other invoices from this date	0.00
	New charges (details below)	252.75
	Total Amount Due	7,492.75

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Tree	Ginko-Priceton Sentry	1	264.75	264.75
	Discount	Tree discount	1	-60.00	-60.00
	Tree Supplies	Water Bag	3	16.00	48.00
		TOTAL OF NEW CHARGES			252.75

Purchased by Steve Nash on 6/15/2021

TOTAL DUE \$7,492.75

THANK YOU.

Handwritten:
~~\$7492.75~~
 - 5498.75 pd. in FY 2021
 \$1994.00

Accounts past due will be charged interest at 1 1/2% per month. Accounts sent to collections will be responsible for all legal collection fees. A \$25.00 service charge will be applied to NSF or returned checks.

Tipton Greenhouse & Florist
 1015 Lynn St
 Tipton, IA 52772
 +1 5638862524
 chris@tiptongreenhouse.com

EST. 1895 TIPTON 1895
GREENHOUSE
 & FLORIST

Invoice 1028

1015 LYNN STREET
 TIPTON, IOWA 52772-1043
 (563) 886-2524

BILL TO
 City Of Tipton
 Tree Planting Initiative 2021
 407 Lynn St
 Tipton, IA 52772 US

DATE
 03/19/2021

PLEASE PAY
 \$7,240.00

DUE DATE
 04/22/2021

DATE	ACCOUNT SUMMARY	AMOUNT
03/10/2021	Balance Forward	5,498.75
	Other payments and credits after 03/10/2021 through 03/18/2021	0.00
03/19/2021	Other invoices from this date	0.00
	New charges (details below)	1,741.25
	Total Amount Due	7,240.00

pd in FY 20-21
July 21-22

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
4/22/2021	Material	Dewitt 20 Gal, Tree Bag	40	16.00	640.00
4/22/2021	Material	CORRUGATED TREE GUARD 2" X 24"	50	2.00	100.00
4/22/2021	Material	12" Heavy Duty Tree strap w/grommet	115	1.75	201.25
4/22/2021	Services	Greenhouse Overhead & Proffit	1	550.00	550.00
4/22/2021	Freight	Trucking/Delivery of Trees from supplier	1	250.00	250.00

*MATERIALS, DELIVERY AND PROFIT***

TOTAL OF NEW CHARGES 1,741.25

TOTAL DUE **\$7,240.00**

THANK YOU.

AGENDA ITEM:

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	07/12/2021
AGENDA ITEM:	Discussion and possible action concerning the return of in person meetings
ACTION:	Motion to Approve, Deny or Table

SYNOPSIS:

City Staff has been in contact with our IT service providers OMC to get an idea of what it would cost to incorporate our current virtual meetings in combination with an in-person Council meeting. As we have experienced in the past year, it is a great benefit to have the ability to have a virtual option for presenters who aren't local or citizens who cannot make an in-person meeting.

Back in November 2020, OMC provided a quote in the range of \$4,122. Due to the time it's been since we have received this quote, we felt it is best to regroup with OMC to discuss in greater detail what we are wanting, if anything has changed and move forward from there.

As of the writing of this synopsis, we are waiting to hear back from OMC to get a time schedule to have this discussion and receive a revised quote.

Based off this information, does the City Council want City Staff to continue to peruse combining a virtual viewing option with and in-person meeting? Or is there another direction you would like to direct City Staff?

ATTACHMENT:

PREPARED BY: MA

DATE PREPARED: 07/07/2021

