

City of Tipton, Iowa

**Meeting:** Tipton City Council Meeting  
**Place:** Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772  
**Date/Time:** Monday, May 16, 2022, 5:30 p.m.  
**Web Page:** [www.tiptoniowa.org](http://www.tiptoniowa.org)  
**Posted:** Friday, May 13, 2022 (Front door of City Hall & City Website)

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

<https://meet.goto.com/898703549>

**You can also dial in using your phone.**

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(571\) 317-3116](tel:+15713173116)

**Access Code:** 898-703-549

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**Mayor:** Bryan Carney

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<b>Council at Large:</b>	Abby Cummins-VanScoy	<b>Council At Large:</b>	Jason Paustian
<b>Council Ward #1</b>	Ron Hembry	<b>Council Ward #2</b>	Mike Helm
<b>Council Ward #3</b>	Tim McNeill	<b>City Attorney:</b>	Lynch Dallas, P.C.
<b>City Manager:</b>	Brian Wagner	<b>Gas Utilities Supt:</b>	Adam Fitch
<b>Finance Director:</b>	Melissa Armstrong	<b>Electric Utilities Supt:</b>	Floyd Taber
<b>City Clerk:</b>	Amy Lenz	<b>Water &amp; Sewer Supt:</b>	Brian Brennan
<b>Dir. Of Public Works:</b>	Steve Nash	<b>Ambulance Svc Dir:</b>	Brad Ratliff
<b>Police Chief:</b>	Lisa DuFour	<b>Economic Dev. Dir.</b>	Linda Beck
<b>Park &amp; Recreation:</b>	Adam Spangler	<b>Library Director:</b>	Denise Smith

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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 at this time 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, May 2, 2022
2. Approval – Investment and Treasurer’s Report, April 2022
3. Approval – Liquor License pending addition of outdoor service approval to their current license from Iowa ABD, for The Rickery, 116 West 5<sup>th</sup> Street
4. Approval – Removal of bike from downtown Green Space
5. Approval – Claims Register which includes claims paid under current Purchase Policy

## Public Hearings

6. Public hearing on Budget Amendment.
7. Public hearing on COOP easement.
8. Public hearing on industrial feeder plans/specs.

## G. City Business

1. Resolution No. 051622A: Resolution amending the current budget for Fiscal Year ending June 30, 2022
2. Resolution No. 051622B: Resolution to approve amended and restated easement agreement between the City of Tipton, Iowa, and Cedar County Cooperative
3. Resolution No. 051622C: Resolution approving the plans, specifications, form of contract, and engineer's cost estimate for the "Industrial Underground Circuit Construction Project" (Labor Only)
4. Resolution No. 051622D: Resolution to authorize and direct the city manager to proceed with real estate closing and acquisition of 524 Cedar Street, Tipton, Iowa
5. Discussion and possible action concerning DC Taylor's updated roof quote for Rhino's building.
6. Discussion and possible action concerning seal coat work on Lynn Street, West 13<sup>th</sup> Street, and north end of Sycamore Street.
7. Discussion and possible action concerning renewing the current copier lease with Access.
8. Discussion and possible action concerning a new grant writing agreement with ECIA (*there will be more information presented at the meeting*).
9. Discussion and possible action authorizing farm lease between the City and Don Lamp. (*This will be subject to our city attorney's final approval. In the agreement, he is renting the nine acres near the airport that he recently sold to the City.*)
10. Discussion and possible action concerning "4<sup>th</sup> Street Plaza" (Greenspace) project in light of now having \$104,000 in grant funds:
  - A.) Should the City go forward with the project's next step being the development of an RFP?
  - B.) Should we relocate the bike sculpture?

*(If desired, A and B can be included in the same motion or separated into individual motions.)*

## H. 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

## I. Adjournment

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

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

May 2, 2022  
Tipton Fire Station  
301 Lynn Street  
Tipton, Iowa

The City Council of the City of Tipton, Cedar County, Iowa, met in regular session at 5:30 p.m. Mayor Carney called the meeting to order. Upon roll being called the following named council members were present: Cummins, Hembry, Helm and McNeill. Absent: Paustian. Also present: Wagner, Armstrong, Lenz, Nash, DuFour, B. Brennan, Beck, other visitors and the press.

**Agenda:**

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

**Communications:**

Sally Groves with The Rickery, at 116 West 5<sup>th</sup> Street, asked for permission to place bistro tables outside of their bar. They would only be out when they are open and brought in every evening. It is the consensus of the council to allow that. They will check with Iowa Alcoholic Beverage Division and see about adding outdoor to their current liquor license.

**Consent Agenda:**

Motion by Cummins, second by McNeill to approve the consent agenda which includes the April 18<sup>th</sup> Council Meeting Minutes, April 13<sup>th</sup> Airport Minutes, March 21<sup>st</sup> Library Minutes, March 2022 Library Director's Report, liquor license renewal for Casey's, Tipton Revitalization Incentive Program (TRIP) request, Dean Challis, 300 East 7<sup>th</sup> Street, the 1% annual electric rate increase effective June 1<sup>st</sup>, sale of 2003 public works pickup, and the following claims list. Following the roll call vote the motion passed unanimously.

ABM EQUIPMENT LLC	BUCKET TRUCK FLOOR LINERS	109386.10
AFLAC	AFLAC AFTER TAX PY W/HOLDING	618.81
ALBAUGH PHC INC	OPERATING SUPPLIES	72.00
ALTORFER INC	THERMOSTAT ENGINE 7	810.35
AT&T MOBILITY	WIRELESS	246.82
AUCA CHICAGO LOCKBOX	MATS	445.50
AXA EQUI-VEST PROCESSING O	DEF. COMP PRETAX	435.00
BAKER & TAYLOR	BOOKS	442.53
BANLEACO	COPIERS CONTRACT	105.60
BARRON MOTOR SUPPLY	REPAIR PARTS #118	10.04
BLUE CROSS/BLUE SHIELD	BCBS HEALTH INSURANCE PYMT	38362.46
CAPITAL ONE	OFFICE SUPPLIES	20.53
CARRICO AQUATIC RESOURCES	CHEMICALS	499.00
CASCADE ENGINEERING	GARBAGE CONTAINERS	7433.00
CCL SUPPLY LLC	SHOP SUPPLIES	117.84
CEDAR COUNTY REPAIR INC	OPERATING SUPPLIES	5.99
CINTAS	SHOP SUPPLIES	671.51
CINTAS CORPORATION	FIRST AID SUPPLIES	313.55
CITY OF TIPTON	MISC. EMPLOYEE REIMBURSEMENTS	275.00
CITY OF TIPTON FUNDS	ADMINISTRATIVE SERVICES	283250.78
CITY OF TIPTON-REVOLVING C	CENTRAL GARAGE REPAY	30377.20
CITY UTILITIES	CITY UTILITIES	21147.59



COLLECTION SERVICES CENTER	CHILD SUPPORT	96.73
DR DARLENE A EHLERS	MAY RENT	500.00
ENERGY ECONOMICS INC	GAS MAIN SUPPLIES	646.48
ERIC STORJOHANN	1 BURIAL	500.00
FAMILY FOODS	MISC SUPPLIES	657.03
FELD FIRE	FIRE GEAR	194408.00
FLETCHER-REINHARDT CO.	SAFTEY SUPPLIES	59.94
GARDEN & ASSOCIATES INC	RISE APPLICATION	4899.50
HASTY AWARDS	270 MEDALS	658.80
I.R.S.	FEDERAL WITHHOLDING	19397.14
IOWA PRISON INDUSTRIES	MEDICAL SUPPLIES	5632.17
IOWA UTILITIES BOARD	GAS ASSESSMENT	1487.00
IPERS	IPERS WITHHOLDING, FIRE	13045.45
KIRKWOOD COMMUNITY COLLEGE	TRAINING	7.00
LYNCH DALLAS PC	LEGAL SERVICES	2698.26
MARCIA MEYERS	MAY RENT	600.00
MC CLURE ENGINEERING COMPA	PLANNING & LAND ACQUISITION	990.00
MELISSA ARMSTRONG	MILEAGE REIMBURSEMENT	182.56
MENARDS - IOWA CITY	BLDG MAINT SUPPLIES	487.93
MIDAMERICAN ENERGY COMPANY	MAY CASH REQUEST	179000.00
MISC. VENDOR	MISC. VENDORS	3531.99
OFFICE EXPRESS	OFFICE SUPPLIES	370.15
OFFICE MACHINE CONSULTANTS	TECH SERVICES	3685.00
PCC	BILLING	1735.94
POWER LINE SUPPLY	OPERATING SUPPLIES	1238.29
PRINCIPAL	GTL_VTL INSURANCE	1012.03
QUAD CITY TESTING LABORATO	CRANE INSPECTION	630.00
QUADIENET FINANCE USA INC	POSTAGE	1000.00
RESCO	OVERHEAD SUPPLIES	220.96
SANDRY FIRE SUPPLY LLC	REPAIR PARTS #185 & #185	1175.00
STUART C IRBY CO	SERVICE LINE SUPPLIES	1724.53
T & M CLOTHING CO.	BALL EQUIPMENT	1574.00
TIPTON CONSERVATIVE	FAC,MINUTES,BIDS,BUDGET,BALL	1670.11
TIPTON ELECTRIC MOTORS	PRESSURE WASHER RENTAL	90.00
TREASURER, STATE OF IOWA	STATE WITHHOLDING	3116.00
UNUM LIFE INSURANCE COMPAN	LONG TERM DISABILITY PAYROLL	362.35
VEENSTRA & KIMM INC	NW AREA UTILITY IMPROVEMENTS	3115.00
WENDLING QUARRIES INC	42.51 TN ROAD STONE	501.62
WINDSTREAM	MONTHLY SERVICES	1057.54
WING PC	MEDICAL DIRECTOR	500.00
WRIGHT LAWN CARE	CONTRACT PAY MAY 2022	358.33
** TOTAL **		949670.03
FUND TOTALS		



001 GENERAL GOVERNMENT	101878.04
110 ROAD USE TAX FUND	12077.06
112 TRUST AND AGENCY FUND	37201.83
119 Emergency Fund	2678.58
121 LOCAL OPTION TAX	18519.67
125 TIF SPECIAL REVENUE FUND	19717.75
192 FIRE ENTERPRISE TRUST	2083.33
316 GO 2021 CP	194408.00
600 WATER OPERATING	14743.53
610 WASTEWATER/AKA SEWER REV	51340.29
630 ELECTRIC OPERATING	394476.52
640 GAS OPERATING	25383.62
660 AIRPORT OPERATING	2310.97
670 GARBAGE COLLECTION	22839.05
740 STORM WATER	1440.80
810 CENTRAL GARAGE	7256.23
835 ADMINISTRATIVE SERVICES	15028.04
860 PAYROLL ACCOUNT	26286.72
GRAND TOTAL	949670.03

Payroll Amount for April 2022

\$177,583.61

**City Business:**

1. Resolution No. 050222A: Resolution accepting a bid for the "North Avenue Reconstruction Project" Motion by McNeill, second by Cummins to approve Resolution No. 050222A, the resolution accepting a bid for the "North Avenue Reconstruction Project". Following the roll call vote the motion passed unanimously.
2. Resolution No. 050222B: Resolution to schedule a public hearing to consider the approval of an amended and restated easement agreement between Cedar County Cooperative and the City of Tipton, Iowa Motion by Hembry, second by Cummins to approve Resolution No. 050222B, the resolution to schedule a public hearing on Monday, May 16<sup>th</sup>, 5:30 p.m., at the fire station to consider the approval of an amended and restated easement agreement between Cedar County Cooperative and the City of Tipton, Iowa. Following the roll call vote the motion passed unanimously.
3. Resolution No. 050222C: Resolution setting a public hearing regarding the plans, specifications, form of contract, and engineer's cost estimate for the "Industrial Underground Circuit Construction Project" (Labor Only) Motion by McNeill, second by Helm to approve Resolution No. 050222C, the resolution setting a public hearing on Monday, May 16<sup>th</sup>, 5:30 p.m., at the fire station regarding the plans, specifications, form of contract, and engineer's cost estimate for the "Industrial Underground Circuit Construction Project" (Labor Only). Following the roll call vote the motion passed unanimously.
4. Outdoor music at L & B's Pour House Motion by Helm, second by Cummins to approve outdoor music at L & B's Pour House, at 109 West 6<sup>th</sup> Street, on the following dates: Saturday, May 28<sup>th</sup>, Friday, June 24<sup>th</sup>, Friday, July 29<sup>th</sup>, Sunday, August 14<sup>th</sup>, (1:00 p.m. to 4:00 p.m.), and Friday, September 2<sup>nd</sup>, (except for Sunday, August 14<sup>th</sup>, all times are 7:00 p.m. to 10:00 p.m.). They will close the street down between Hardee's entrance and exit as to not interfere with the restaurant traffic. Following the roll call vote the motion passed unanimously.

**Adjourn:**

With no further business to come before the council a motion to adjourn was made by Cummins, second by Helm. Following the roll call vote the motion passed unanimously. Meeting adjourned at 5:59 p.m.

Mayor \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

**REVENUE RECEIVED**

**March, 2022**

Property Taxes	64,704.85
Local Option Sales Tax	26,432.42
Licenses & Permits	1,060.00
Use of Money and Property	6,506.31
Intergovernmental	21,226.29
Charge for Services	1,037,389.25
Special Assessment	0.00
Miscellaneous	92,149.57
Sale of Fixed Assets	0.00
<b>TOTAL</b>	<b>\$1,249,468.69</b>





City of Tipton  
MTD Treasurers Report  
As of April 30, 2022

Ending Cash Bal 6,653,811.14  
O/S Deposits -9,589.97  
O/S Checks 627,276.84  
Bank Balance 7,271,498.01

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	A/R NET CHANGE	M-T-D EXPENSES	A/P CHANGE	ENDING CASH BALANCE	Y-T-D INVESTMENTS	BALANCE WITH INVESTMENTS
001-GENERAL GOVERNMENT	302,343.82	562,230.57	393.15	268,987.46	-31,987.08	563,206.70	313,733.83	876,940.53
110-ROAD USE TAX FUND	-10,033.48	47,209.48	62.76	21,810.24	0	15,303.00	135,430.35	150,733.35
112-TRUST AND AGENCY FUND	-28,388.86	162,925.21	0	37,201.83	0	97,334.52	0	97,334.52
119-Emergency Fund	-1,580.06	11,645.68	0	2,678.58	0	7,387.04	0	7,387.04
121-LOCAL OPTION TAX	279,853.06	26,500.73	0	34,334.32	0	272,019.47	0	272,019.47
125-TIF SPECIAL REVENUE FUND	77,185.17	100,940.78	0	19,717.75	0	158,408.20	82,496.04	240,904.24
160-ECONOMIC/INDUSTRIAL DEVEL	345,042.39	11,469.95	0	0	0	356,512.34	13,728.38	370,240.72
168-AQUATIC CENTER CAMPAIGN F	-576,279.12	0	0	0	0	-576,279.12	0	-576,279.12
189-LIBRARY TRUST FUND	13,391.72	79.63	0	0	0	13,471.35	0	13,471.35
190-P S SHARE FUND	39,744.47	280.05	0	0	0	40,024.52	0	40,024.52
192-FIRE ENTERPRISE TRUST	154,811.38	29,060.68	0	2,083.33	0	181,788.73	0	181,788.73
202-ELECTRIC REVENUE BONDS	383,579.73	17,669.93	0	0	0	401,249.66	0	401,249.66
203-06 ELECTRIC SUBSTATION RE	662,025.63	19,196.06	0	0	0	681,221.69	0	681,221.69
208-WW/SEWER REVENUE BOND SIN	338,681.93	34,898.81	0	0	0	373,580.74	0	373,580.74
214-GO CP BONDS SERIES 2011A	133,395.54	41,626.13	0	0	0	175,021.67	0	175,021.67
216-GO CP BONDS SERIES 2011B	74,795.20	8,347.38	0	0	0	83,142.58	0	83,142.58
218-GO CP BONDS SERIES 2011C	158,674.50	9,543.91	0	0	0	168,218.41	0	168,218.41
220-GO BONDS 2013 DEBT SRVC	73,481.76	8,263.86	0	0	0	81,745.62	0	81,745.62
222-GO BOND 2015 DEBT SERVICE	148,876.17	24,413.39	0	0	0	173,289.56	0	173,289.56
224-GO BOND DEBT SERVICE	126,517.43	44,757.49	0	0	0	171,274.92	0	171,274.92
226-GO BOND SERVICE 2021	-9,954.84	0	0	0	0	-9,954.84	0	-9,954.84
303-WASTEWATER PROJECT	413,100.48	2,638.30	0	0	0	415,738.78	0	415,738.78
316-GO 2021 CP	1,352,138.16	290.79	0	194,408.00	0	1,158,020.95	0	1,158,020.95
317-HWY 38 PROJECT	-450,816.05	0	0	10,513.10	0	-461,329.15	0	-461,329.15
318-ARPA 2021	241,213.47	60.59	0	0	0	241,274.06	0	241,274.06
500-CEMETERY TRUST FUND	10,050.00	150	0	0	0	10,200.00	104,637.52	114,837.52
600-WATER OPERATING	587,931.89	49,041.80	0	103,546.03	-2,218.33	531,209.33	0	531,209.33
610-WASTEWATER/AKA SEWER REVE	-163,555.77	63,320.42	0	70,224.96	-2,950.22	-173,410.53	223,447.31	50,036.78
630-ELECTRIC OPERATING	731,849.62	400,660.71	428.57	596,837.74	-18,035.05	517,208.97	340,876.44	858,085.41
631-ELECTRIC DEVELOPMENT	-16,618.19	0	0	0	0	-16,618.19	0	-16,618.19
632-ELECTRIC RENEWAL/REPLACEM	391,743.94	98.39	0	0	0	391,842.33	0	391,842.33
633-ELECTRIC RESERVE	283,745.57	191.38	120.11	0	0	283,816.84	146,443.57	430,260.41
634-ELECTRIC BOND/INT RESERVE	114,906.99	28.86	0	0	0	114,935.85	167,370.75	282,306.60
640-GAS OPERATING	-245,370.16	343,256.97	0	221,175.04	-1,238.66	-124,526.89	0	-124,526.89
641-GAS D.E.I.	5,541.32	23.45	22.06	0	0	5,542.71	11,080.46	16,623.17
642-GAS RESERVE	-15,250.03	0	0	0	0	-15,250.03	0	-15,250.03
660-AIRPORT OPERATING	-118,231.38	7,117.40	0	1,444.55	-7,199.00	-119,757.53	0	-119,757.53
670-GARBAGE COLLECTION	173,294.58	49,590.87	0	55,703.84	-207.93	166,973.68	0	166,973.68
740-STORM WATER	226,631.51	8,193.26	0	3,922.58	0	230,902.19	0	230,902.19
810-CENTRAL GARAGE	-15,672.47	77,046.14	0	25,732.53	-28,827.34	6,813.80	0	6,813.80
820-PSF HEALTH INSURANCE	60,475.50	10,428.76	0	5,652.06	0	65,252.20	0	65,252.20
835-ADMINISTRATIVE SERVICES	-5,456.09	23,845.31	0	33,248.39	-3,198.15	-18,057.32	0	-18,057.32
860-PAYROLL ACCOUNT	1,269.72	0	0	0	0	1,269.72	0	1,269.72
950-ELECTRIC METER DEPOSITS	1,963.48	907.38	22.06	1,590.00	0	1,258.80	11,080.46	12,339.26
951-WATER METER DEPOSITS	3,039.90	325.72	0	500	0	2,865.62	0	2,865.62
952-GAS METER DEPOSITS	9,950.76	312.43	0	595	0	9,668.19	0	9,668.19
<b>GRAND TOTAL</b>	<b>6,264,040.29</b>	<b>2,198,588.65</b>	<b>1,048.71</b>	<b>1,711,907.33</b>	<b>-95,861.76</b>	<b>6,653,811.14</b>	<b>1,550,325.11</b>	<b>8,204,136.25</b>

CITY OF TIPTON  
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)  
 AS OF: APRIL 30TH, 2022

% OF YEAR COMPLETED: 83.33

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>001-GENERAL GOVERNMENT</u>							
TOTAL REVENUE	3,861,966.81	2,928,411.43	3,130,628.17	562,230.57	2,742,039.71	388,588.46	87.59
TOTAL EXPENDITURES	<u>4,069,969.42</u>	<u>2,949,879.02</u>	<u>3,326,826.69</u>	<u>268,987.46</u>	<u>2,643,716.28</u>	<u>683,110.41</u>	<u>79.47</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 208,002.61)	( 21,467.59)	( 196,198.52)	293,243.11	98,323.43	( 294,521.95)	50.11-
<u>110-ROAD USE TAX FUND</u>							
TOTAL REVENUE	401,407.74	409,748.21	400,551.46	47,209.48	365,011.12	35,540.34	91.13
TOTAL EXPENDITURES	<u>401,407.74</u>	<u>364,464.40</u>	<u>504,590.70</u>	<u>21,810.24</u>	<u>532,584.71</u>	<u>( 27,994.01)</u>	<u>105.55</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	45,283.81	( 104,039.24)	25,399.24	( 167,573.59)	63,534.35	161.07
<u>112-TRUST AND AGENCY FUND</u>							
TOTAL REVENUE	424,163.00	418,899.48	446,422.00	162,925.21	429,013.37	17,408.63	96.10
TOTAL EXPENDITURES	<u>424,163.00</u>	<u>353,469.16</u>	<u>446,422.00</u>	<u>37,201.83</u>	<u>372,018.34</u>	<u>74,403.66</u>	<u>83.33</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	65,430.32	0.00	125,723.38	56,995.03	( 56,995.03)	0.00
<u>119-Emergency Fund</u>							
TOTAL REVENUE	32,271.00	31,831.44	32,143.00	11,645.68	30,983.55	1,159.45	96.39
TOTAL EXPENDITURES	<u>32,271.00</u>	<u>26,892.50</u>	<u>32,143.00</u>	<u>2,678.58</u>	<u>26,785.84</u>	<u>5,357.16</u>	<u>83.33</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	4,938.94	0.00	8,967.10	4,197.71	( 4,197.71)	0.00
<u>21-LOCAL OPTION TAX</u>							
TOTAL REVENUE	279,445.00	311,763.01	290,000.00	26,500.73	350,869.47	( 60,869.47)	120.99
TOTAL EXPENDITURES	<u>329,072.00</u>	<u>277,130.19</u>	<u>222,236.00</u>	<u>34,334.32</u>	<u>287,111.85</u>	<u>( 64,875.85)</u>	<u>129.19</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 49,627.00)	34,632.82	67,764.00	( 7,833.59)	63,757.62	4,006.38	94.09
<u>25-TIF SPECIAL REVENUE FUND</u>							
TOTAL REVENUE	239,048.00	230,482.69	308,726.00	100,940.78	305,711.68	3,014.32	99.02
TOTAL EXPENDITURES	<u>171,250.00</u>	<u>129,237.94</u>	<u>308,726.00</u>	<u>19,717.75</u>	<u>221,133.30</u>	<u>87,592.70</u>	<u>71.63</u>
REVENUES OVER/(UNDER) EXPENDITURES	67,798.00	101,244.75	0.00	81,223.03	84,578.38	( 84,578.38)	0.00
<u>60-ECONOMIC/INDUSTRIAL DEVEL</u>							
TOTAL REVENUE	9,820.00	11,541.61	138,398.00	11,469.95	121,182.29	17,215.71	87.56
TOTAL EXPENDITURES	<u>163,511.00</u>	<u>41,500.00</u>	<u>247,809.44</u>	<u>0.00</u>	<u>149,750.21</u>	<u>98,059.23</u>	<u>60.43</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 153,691.00)	( 29,958.39)	( 109,411.44)	11,469.95	( 28,567.92)	( 80,843.52)	26.11
<u>68-AQUATIC CENTER CAMPAIGN F</u>							
<u>89-LIBRARY TRUST FUND</u>							
TOTAL REVENUE	2,309.00	2,030.07	0.00	79.63	2,138.97	( 2,138.97)	0.00
TOTAL EXPENDITURES	<u>300.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	2,009.00	2,030.07	0.00	79.63	2,138.97	( 2,138.97)	0.00

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<u>190-P S SHARE FUND</u>							
TOTAL REVENUE	2,083.00	2,787.69	2,000.00	280.05	2,848.66 (	848.66)	142.43
TOTAL EXPENDITURES	<u>2,000.00</u>	<u>250.00</u>	<u>2,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,000.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	83.00	2,537.69	0.00	280.05	2,848.66 (	2,848.66)	0.00
<u>192-FIRE ENTERPRISE TRUST</u>							
TOTAL REVENUE	90,000.00	64,261.36	98,829.48	29,060.68	91,741.68	7,087.80	92.83
TOTAL EXPENDITURES	<u>25,000.00</u>	<u>20,833.34</u>	<u>25,000.00</u>	<u>2,083.33</u>	<u>20,833.34</u>	<u>4,166.66</u>	<u>83.33</u>
REVENUES OVER/(UNDER) EXPENDITURES	65,000.00	43,428.02	73,829.48	26,977.35	70,908.34	2,921.14	96.04
<u>202-ELECTRIC REVENUE BONDS</u>							
TOTAL REVENUE	205,705.00	172,105.09	210,830.00	17,669.93	176,308.42	34,521.58	83.63
TOTAL EXPENDITURES	<u>205,705.00</u>	<u>5,352.50</u>	<u>210,830.00</u>	<u>0.00</u>	<u>2,915.00</u>	<u>207,915.00</u>	<u>1.38</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	166,752.59	0.00	17,669.93	173,393.42 (	173,393.42)	0.00
<u>203-06 ELECTRIC SUBSTATION RE</u>							
TOTAL REVENUE	227,740.00	191,081.52	228,300.00	19,196.06	191,399.74	36,900.26	83.84
TOTAL EXPENDITURES	<u>227,740.00</u>	<u>21,370.00</u>	<u>228,300.00</u>	<u>0.00</u>	<u>19,150.00</u>	<u>209,150.00</u>	<u>8.39</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	169,711.52	0.00	19,196.06	172,249.74 (	172,249.74)	0.00
<u>208-WW/SEWER REVENUE BOND SIN</u>							
TOTAL REVENUE	396,863.00	233,928.88	417,660.00	34,898.81	348,538.70	69,121.30	83.45
TOTAL EXPENDITURES	<u>396,863.00</u>	<u>19,159.08</u>	<u>417,660.00</u>	<u>0.00</u>	<u>76,902.36</u>	<u>340,757.64</u>	<u>18.41</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	214,769.80	0.00	34,898.81	271,636.34 (	271,636.34)	0.00
<u>208-WW/SEWER REVENUE BOND SIN</u>							
TOTAL REVENUE	396,863.00	233,928.88	417,660.00	34,898.81	348,538.70	69,121.30	83.45
TOTAL EXPENDITURES	<u>396,863.00</u>	<u>19,159.08</u>	<u>417,660.00</u>	<u>0.00</u>	<u>76,902.36</u>	<u>340,757.64</u>	<u>18.41</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	214,769.80	0.00	34,898.81	271,636.34 (	271,636.34)	0.00
<u>214-GO CP BONDS SERIES 2011A</u>							
TOTAL REVENUE	219,130.00	195,634.58	218,530.00	41,626.13	193,040.34	25,489.66	88.34
TOTAL EXPENDITURES	<u>219,130.00</u>	<u>9,565.00</u>	<u>218,530.00</u>	<u>0.00</u>	<u>6,765.00</u>	<u>211,765.00</u>	<u>3.10</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	186,069.58	0.00	41,626.13	186,275.34 (	186,275.34)	0.00
<u>216-GO CP BONDS SERIES 2011B</u>							
TOTAL REVENUE	97,168.00	81,017.02	99,918.00	8,347.38	83,354.44	16,563.56	83.42
TOTAL EXPENDITURES	<u>97,168.00</u>	<u>3,583.75</u>	<u>99,918.00</u>	<u>0.00</u>	<u>2,458.75</u>	<u>97,459.25</u>	<u>2.46</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	77,433.27	0.00	8,347.38	80,895.69 (	80,895.69)	0.00
<u>218-GO CP BONDS SERIES 2011C</u>							
TOTAL REVENUE	117,430.00	98,069.85	114,020.00	9,543.91	95,257.70	18,762.30	83.54
TOTAL EXPENDITURES	<u>117,430.00</u>	<u>3,715.00</u>	<u>114,020.00</u>	<u>0.00</u>	<u>2,010.00</u>	<u>112,010.00</u>	<u>1.76</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	94,354.85	0.00	9,543.91	93,247.70 (	93,247.70)	0.00



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<u>220-GO BONDS 2013 DEBT SRVC</u>							
TOTAL REVENUE	95,540.00	79,668.61	98,920.00	8,263.86	82,520.46	16,399.54	83.42
TOTAL EXPENDITURES	<u>95,540.00</u>	<u>2,770.00</u>	<u>98,920.00</u>	<u>0.00</u>	<u>1,960.00</u>	<u>96,960.00</u>	<u>1.98</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	76,898.61	0.00	8,263.86	80,560.46 (	80,560.46)	0.00
<u>22-GO BOND 2015 DEBT SERVICE</u>							
TOTAL REVENUE	106,150.00	97,491.30	104,125.00	24,413.39	94,249.44	9,875.56	90.52
TOTAL EXPENDITURES	<u>106,150.00</u>	<u>8,075.00</u>	<u>104,125.00</u>	<u>0.00</u>	<u>7,062.50</u>	<u>97,062.50</u>	<u>6.78</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	89,416.30	0.00	24,413.39	87,186.94 (	87,186.94)	0.00
<u>24-GO BOND DEBT SERVICE</u>							
TOTAL REVENUE	200,254.00	176,939.72	178,153.00	44,757.49	161,663.35	16,489.65	90.74
TOTAL EXPENDITURES	<u>200,254.00</u>	<u>21,101.25</u>	<u>178,153.00</u>	<u>0.00</u>	<u>19,076.25</u>	<u>159,076.75</u>	<u>10.71</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	155,838.47	0.00	44,757.49	142,587.10 (	142,587.10)	0.00
<u>26-GO BOND SERIES 2021</u>							
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,654.84</u> (	<u>9,654.84</u> )	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	( 9,654.84)	9,654.84	0.00
<u>03-WASTEWATER PROJECT</u>							
TOTAL REVENUE	6,872,250.00	4,946,521.90	0.00	2,638.30	1,456,450.61 (	1,456,450.61)	0.00
TOTAL EXPENDITURES	<u>7,044,492.00</u>	<u>5,349,524.28</u>	<u>0.00</u>	<u>0.00</u>	<u>1,279,184.83</u> (	<u>1,279,184.83</u> )	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 172,242.00)	( 403,002.38)	0.00	2,638.30	177,265.78 (	177,265.78)	0.00
<u>16-GO 2021 CP</u>							
TOTAL REVENUE	0.00	0.00	0.00	290.79	2,571.42 (	2,571.42)	0.00
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>194,408.00</u>	<u>304,908.00</u> (	<u>304,908.00</u> )	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	( 194,117.21)	( 302,336.58)	302,336.58	0.00
<u>17-HWY 38 PROJECT</u>							
TOTAL REVENUE	0.00	0.00	0.00	0.00	932,716.99 (	932,716.99)	0.00
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,513.10</u>	<u>1,288,140.64</u> (	<u>1,288,140.64</u> )	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	( 10,513.10)	( 355,423.65)	355,423.65	0.00
<u>18-ARPA 2021</u>							
TOTAL REVENUE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>60.59</u>	<u>241,274.06</u> (	<u>241,274.06</u> )	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	60.59	241,274.06 (	241,274.06)	0.00
<u>10-CEMETERY TRUST FUND</u>							
TOTAL REVENUE	1,500.00	2,442.85	0.00	150.00	2,667.29 (	2,667.29)	0.00
TOTAL EXPENDITURES	<u>1,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	2,442.85	0.00	150.00	2,667.29 (	2,667.29)	0.00

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<b>600-WATER OPERATING</b>							
TOTAL REVENUE	678,444.00	550,186.88	675,200.00	49,041.80	549,270.56	125,929.44	81.35
TOTAL EXPENDITURES	<u>811,513.00</u>	<u>501,909.97</u>	<u>1,003,050.37</u>	<u>103,546.03</u>	<u>825,876.98</u>	<u>177,173.39</u>	<u>82.34</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 133,069.00)	48,276.91	( 327,850.37)	( 54,504.23)	( 276,606.42)	( 51,243.95)	84.37
<b>610-WASTEWATER/AKA SEWER REVE</b>							
TOTAL REVENUE	602,660.00	494,411.81	822,738.00	63,320.42	504,375.54	318,362.46	61.30
TOTAL EXPENDITURES	<u>628,235.00</u>	<u>442,843.19</u>	<u>862,738.44</u>	<u>70,224.96</u>	<u>735,473.61</u>	<u>127,264.83</u>	<u>85.25</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 25,575.00)	51,568.62	( 40,000.44)	( 6,904.54)	( 231,098.07)	191,097.63	577.74
<b>630-ELECTRIC OPERATING</b>							
TOTAL REVENUE	4,427,732.40	3,774,020.96	4,475,886.49	400,660.71	4,305,681.75	170,204.74	96.20
TOTAL EXPENDITURES	<u>4,899,791.86</u>	<u>4,008,810.81</u>	<u>4,737,121.37</u>	<u>596,837.74</u>	<u>4,542,605.13</u>	<u>194,516.24</u>	<u>95.89</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 472,059.46)	( 234,789.85)	( 261,234.88)	( 196,177.03)	( 236,923.38)	( 24,311.50)	90.69
<b>631-ELECTRIC DEVELOPMENT</b>							
TOTAL REVENUE	0.00	19.61	0.00	0.00	3.57	( 3.57)	0.00
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>25,593.33</u>	<u>25,593.33</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	19.61	0.00	0.00	( 25,589.76)	25,589.76	0.00
<b>632-ELECTRIC RENEWAL/REPLACEM</b>							
TOTAL REVENUE	0.00	854.76	0.00	98.39	745.83	( 745.83)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	854.76	0.00	98.39	745.83	( 745.83)	0.00
<b>633-ELECTRIC RESERVE</b>							
TOTAL REVENUE	0.00	1,488.51	0.00	191.38	1,267.13	( 1,267.13)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,488.51	0.00	191.38	1,267.13	( 1,267.13)	0.00
<b>634-ELECTRIC BOND/INT RESERVE</b>							
TOTAL REVENUE	0.00	2,471.25	0.00	28.86	886.25	( 886.25)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	2,471.25	0.00	28.86	886.25	( 886.25)	0.00
<b>640-GAS OPERATING</b>							
TOTAL REVENUE	1,979,900.00	1,956,432.52	1,918,900.00	343,256.97	1,741,462.78	177,437.22	90.75
TOTAL EXPENDITURES	<u>2,572,083.00</u>	<u>2,135,158.56</u>	<u>1,924,900.31</u>	<u>221,175.04</u>	<u>1,744,569.22</u>	<u>180,331.09</u>	<u>90.63</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 592,183.00)	( 178,726.04)	( 6,000.31)	122,081.93	( 3,106.44)	( 2,893.87)	51.77
<b>641-GAS D.E.I.</b>							
TOTAL REVENUE	0.00	154.07	0.00	23.45	68.53	( 68.53)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	154.07	0.00	23.45	68.53	( 68.53)	0.00

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<u>542-GAS RESERVE</u>							
TOTAL REVENUE	0.00	( 423,369.86)	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>61,000.00</u>	<u>42,126.08</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 61,000.00)	( 465,495.94)	0.00	0.00	0.00	0.00	0.00
<u>560-AIRPORT OPERATING</u>							
TOTAL REVENUE	303,383.77	40,186.51	463,356.77	7,117.40	215,883.54	247,473.23	46.59
TOTAL EXPENDITURES	<u>361,522.77</u>	<u>50,320.37</u>	<u>508,856.55</u>	<u>1,444.55</u>	<u>334,921.56</u>	<u>173,934.99</u>	<u>65.82</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 58,139.00)	( 10,133.86)	( 45,499.78)	5,672.85	( 119,038.02)	73,538.24	261.62
<u>570-GARBAGE COLLECTION</u>							
TOTAL REVENUE	599,881.00	505,457.73	587,246.00	49,590.87	502,239.96	85,006.04	85.52
TOTAL EXPENDITURES	<u>597,733.00</u>	<u>474,569.22</u>	<u>589,746.46</u>	<u>55,703.84</u>	<u>502,040.63</u>	<u>87,705.83</u>	<u>85.13</u>
REVENUES OVER/(UNDER) EXPENDITURES	2,148.00	30,888.51	( 2,500.46)	( 6,112.97)	199.33	( 2,699.79)	7.97-
<u>40-STORM WATER</u>							
TOTAL REVENUE	103,434.00	85,686.91	103,000.00	8,193.26	85,509.77	17,490.23	83.02
TOTAL EXPENDITURES	<u>103,434.00</u>	<u>59,499.07</u>	<u>103,000.24</u>	<u>3,922.58</u>	<u>80,068.80</u>	<u>22,931.44</u>	<u>77.74</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	26,187.84	( 0.24)	4,270.68	5,440.97	( 5,441.21)	7,070.83-
<u>10-CENTRAL GARAGE</u>							
TOTAL REVENUE	400,068.74	276,429.14	416,781.34	77,046.14	372,036.26	44,745.08	89.26
TOTAL EXPENDITURES	<u>480,222.74</u>	<u>360,772.62</u>	<u>416,781.76</u>	<u>25,732.53</u>	<u>465,137.67</u>	<u>48,355.91</u>	<u>111.60</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 80,154.00)	( 84,343.48)	( 0.42)	51,313.61	( 93,101.41)	93,100.99	7,002.38
<u>20-PSF HEALTH INSURANCE</u>							
TOTAL REVENUE	92,946.00	69,986.90	100,195.20	10,428.76	85,043.85	15,151.35	84.88
TOTAL EXPENDITURES	<u>92,946.00</u>	<u>73,437.77</u>	<u>100,195.20</u>	<u>5,652.06</u>	<u>96,833.00</u>	<u>3,362.20</u>	<u>96.64</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	( 3,450.87)	0.00	4,776.70	( 11,789.15)	11,789.15	0.00
<u>35-ADMINISTRATIVE SERVICES</u>							
TOTAL REVENUE	317,838.00	252,489.15	343,104.00	23,845.31	270,548.95	72,555.05	78.85
TOTAL EXPENDITURES	<u>315,267.00</u>	<u>260,131.57</u>	<u>343,104.00</u>	<u>33,248.39</u>	<u>299,491.99</u>	<u>43,612.01</u>	<u>87.29</u>
REVENUES OVER/(UNDER) EXPENDITURES	2,571.00	( 7,642.42)	0.00	( 9,403.08)	( 28,943.04)	28,943.04	0.00
<u>60-PAYROLL ACCOUNT</u>							
<u>50-ELECTRIC METER DEPOSITS</u>							
TOTAL REVENUE	9,612.00	9,113.94	9,000.00	907.38	8,422.66	577.34	93.59
TOTAL EXPENDITURES	<u>9,500.00</u>	<u>10,370.00</u>	<u>9,000.00</u>	<u>1,590.00</u>	<u>9,375.00</u>	<u>375.00</u>	<u>104.17</u>
REVENUES OVER/(UNDER) EXPENDITURES	112.00	( 1,256.06)	0.00	( 682.62)	( 952.34)	952.34	0.00



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<u>951-WATER METER DEPOSITS</u>							
TOTAL REVENUE	5,000.00	3,644.81	5,000.00	325.72	3,560.27	1,439.73	71.21
TOTAL EXPENDITURES	<u>5,000.00</u>	<u>3,380.00</u>	<u>5,000.00</u>	<u>500.00</u>	<u>3,040.00</u>	<u>1,960.00</u>	<u>60.80</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	264.81	0.00	( 174.28)	520.27(	520.27)	0.00
<u>952-GAS METER DEPOSITS</u>							
TOTAL REVENUE	9,100.00	5,840.38	9,100.00	312.43	6,403.28	2,696.72	70.37
TOTAL EXPENDITURES	<u>9,100.00</u>	<u>6,050.00</u>	<u>9,100.00</u>	<u>595.00</u>	<u>6,050.00</u>	<u>3,050.00</u>	<u>66.48</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00(	209.62)	0.00	( 282.57)	353.28(	353.28)	0.00
GRAND TOTAL REVENUES	23,809,106.46	18,526,093.17	16,865,321.91	2,233,487.46	17,505,502.64(	640,180.73)	103.80
GRAND TOTAL EXPENDITURES	<u>25,675,127.53</u>	<u>18,056,410.72</u>	<u>17,816,464.53</u>	<u>1,711,907.33</u>	<u>17,022,101.32(</u>	<u>794,363.21)</u>	<u>95.54</u>
REVENUES OVER/(UNDER) EXPENDITURES	( 1,866,021.07)	469,682.45	( 951,142.62)	521,580.13	483,401.32(	1,434,543.94)	50.82-

\*\*\* END OF REPORT \*\*\*

CITY OF TIPTON  
FUND BALANCE REPORT  
AS OF: APRIL 30TH, 2022

	BEGINNING FUND BALANCE	YTD REVENUES	YTD EXPENSES	ENDING FUND BALANCE
001-GENERAL GOVERNMENT	446,153.48CR	2,742,039.71CR	2,643,716.28	544,476.91CR
110-ROAD USE TAX FUND	318,306.94CR	365,011.12CR	532,584.71	150,733.35CR
112-TRUST AND AGENCY FUND	40,339.49CR	429,013.37CR	372,018.34	97,334.52CR
119-Emergency Fund	3,189.33CR	30,983.55CR	26,785.84	7,387.04CR
121-LOCAL OPTION TAX	208,261.85CR	350,869.47CR	287,111.85	272,019.47CR
125-TIF SPECIAL REVENUE FUND	156,325.86CR	305,711.68CR	221,133.30	240,904.24CR
160-ECONOMIC/INDUSTRIAL DEVEL	398,808.64CR	121,182.29CR	149,750.21	370,240.72CR
168-AQUATIC CENTER CAMPAIGN F	576,279.12	0.00	0.00	576,279.12
189-LIBRARY TRUST FUND	11,332.38CR	2,138.97CR	0.00	13,471.35CR
190-P S SHARE FUND	37,175.86CR	2,848.66CR	0.00	40,024.52CR
192-FIRE ENTERPRISE TRUST	110,880.39CR	91,741.68CR	20,833.34	181,788.73CR
202-ELECTRIC REVENUE BONDS	227,856.24CR	176,308.42CR	2,915.00	401,249.66CR
203-06 ELECTRIC SUBSTATION RE	508,971.95CR	191,399.74CR	19,150.00	681,221.69CR
208-WW/SEWER REVENUE BOND SIN	101,944.40CR	348,538.70CR	76,902.36	373,580.74CR
208-WW/SEWER REVENUE BOND SIN	101,944.40CR	348,538.70CR	76,902.36	373,580.74CR
214-GO CP BONDS SERIES 2011A	11,253.67	193,040.34CR	6,765.00	175,021.67CR
216-GO CP BONDS SERIES 2011B	2,246.89CR	83,354.44CR	2,458.75	83,142.58CR
218-GO CP BONDS SERIES 2011C	74,970.71CR	95,257.70CR	2,010.00	168,218.41CR
220-GO BONDS 2013 DEBT SRVC	1,185.16CR	82,520.46CR	1,960.00	81,745.62CR
222-GO BOND 2015 DEBT SERVICE	86,102.62CR	94,249.44CR	7,062.50	173,289.56CR
224-GO BOND DEBT SERVICE	28,687.82CR	161,663.35CR	19,076.25	171,274.92CR
226-GO BOND SERIES 2021	300.00	0.00	9,654.84	9,954.84
303-WASTEWATER PROJECT	238,473.00CR	1,456,450.61CR	1,279,184.83	415,738.78CR
316-GO 2021 CP	1,460,357.53CR	2,571.42CR	304,908.00	1,158,020.95CR
317-HWY 38 PROJCT	105,905.50	932,716.99CR	1,288,140.64	461,329.15
318-ARPA 2021	0.00	241,274.06CR	0.00	241,274.06CR
500-CEMETERY TRUST FUND	112,170.23CR	2,667.29CR	0.00	114,837.52CR
600-WATER OPERATING	807,391.72CR	549,270.56CR	825,876.98	530,785.30CR
610-WASTEWATER/AKA SEWER REVE	281,135.08CR	504,375.54CR	735,473.61	50,037.01CR
630-ELECTRIC OPERATING	1,095,233.72CR	4,305,681.75CR	4,542,605.13	858,310.34CR
631-ELECTRIC DEVELOPMENT	8,971.57CR	3.57CR	25,593.33	16,618.19
632-ELECTRIC RENEWAL/REPLACEM	391,096.50CR	745.83CR	0.00	391,842.33CR
633-ELECTRIC RESERVE	428,993.28CR	1,267.13CR	0.00	430,260.41CR
634-ELECTRIC BOND/INT RESERVE	281,420.35CR	886.25CR	0.00	282,306.60CR
640-GAS OPERATING	121,420.47	1,741,462.78CR	1,744,569.22	124,526.91
641-GAS D.E.I.	16,554.64CR	68.53CR	0.00	16,623.17CR
642-GAS RESERVE	15,250.03	0.00	0.00	15,250.03
660-AIRPORT OPERATING	2,019.51	215,883.54CR	334,921.56	121,057.53
670-GARBAGE COLLECTION	166,774.65CR	502,239.96CR	502,040.63	166,973.98CR
740-STORM WATER	225,461.22CR	85,509.77CR	80,068.80	230,902.19CR
810-CENTRAL GARAGE	99,915.21CR	372,036.26CR	465,137.67	6,813.80CR
820-PSF HEALTH INSURANCE	77,041.35CR	85,043.85CR	96,833.00	65,252.20CR
835-ADMINISTRATIVE SERVICES	10,885.72CR	270,548.95CR	299,491.99	18,057.32
860-PAYROLL ACCOUNT	1,305.19CR	0.00	0.00	1,305.19CR
950-ELECTRIC METER DEPOSITS	13,291.60CR	8,422.66CR	9,375.00	12,339.26CR

CITY OF TIPTON  
FUND BALANCE REPORT  
AS OF: APRIL 30TH, 2022

	BEGINNING FUND BALANCE	YTD REVENUES	YTD EXPENSES	ENDING FUND BALANCE
951-WATER METER DEPOSITS	2,345.35CR	3,560.27CR	3,040.00	2,865.62CR
952-GAS METER DEPOSITS	<u>9,314.91CR</u>	<u>6,403.28CR</u>	<u>6,050.00</u>	<u>9,668.19CR</u>
GRAND TOTAL FUND BALANCE	<u>7,760,388.93CR</u>	<u>17,505,502.64CR</u>	<u>17,022,101.32</u>	<u>8,243,790.25CR</u>

\*\*\* END OF REPORT \*\*\*



**AGENDA ITEM**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	5/16/2022
<b>AGENDA ITEM:</b>	Removal of the Bike from Green Space
<b>ACTION:</b>	Motion to approve, deny or table

**SYNOPSIS:** Requesting to remove bike from downtown green space. Public Works and Electric Department will assist in removing bike from green space including the removal of the cement pads. Bike will be stored outside at the lower yard area (813 W South Street).

**BUDGET ITEM:** None

**RESPONSIBLE DEPARTMENT:** Economic Development – Linda Beck

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

**ATTACHMENTS:** None

**PREPARED BY:** Linda Beck

**DATE PREPARED:** 5/13/2022

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
POLICE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	983.03			
			MEDICARE WITHOLDING	191.52			
			MEDICARE WITHOLDING	2.91			
			MEDICARE WITHOLDING	22.10			
			MEDICARE WITHOLDING	11.73			
			MEDICARE WITHOLDING	1.65			
			AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	45.14		
			INTEGRATED TECHNOLOGY PARTNERS LLC	ANNUAL PHONE SYSTEM AGREEM	113.99		
			IPERS	IPERS WITHOLDING POLICE	1,533.07		
			OFFICE EXPRESS	OFFICE SUPPLIES	23.34		
			OFFICE MACHINE CONSULTANTS INC	NEW DESKTOPS & MEMORY UPGR	25.00		
				NEW PC'S	1,095.00		
				MEMORY UPGRADES	198.00		
			PRINCIPAL	PRINCIPAL DENTAL POLICY	189.90		
			VERIZON	Cell, Data service	201.52		
				TOTAL:	4,637.90		
		FIRE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	56.45	
					MEDICARE WITHOLDING	13.23	
					AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	46.02
					JOHN DEERE FINANCIAL	OPERATING SUPPLIES	52.56
					D & R PEST CONTROL	D & R PEST CONTROL	25.00
	INTEGRATED TECHNOLOGY PARTNERS LLC			ANNUAL PHONE SYSTEM AGREEM	60.13		
	IPERS			IPERS WITHOLDING, FIRE	58.40		
	ELECTRONICS INC			ALARM SERVICE	30.00		
	OFFICE MACHINE CONSULTANTS INC			NEW DESKTOPS & MEMORY UPGR	25.00		
				NEW PC'S	1,095.00		
				MEMORY UPGRADES	105.00		
	PREMIER PARTS INC			SHOP SUPPLIES AND PARTS	7.98		
				TOTAL:	1,574.77		
AMBULANCE	GENERAL GOVERNMENT I.R.S.				FICA WITHOLDING	445.17	
			MEDICARE WITHOLDING	28.84			
			MEDICARE WITHOLDING	56.70			
			MEDICARE WITHOLDING	18.59			
			AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	45.14		
			BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	172.90		
			FAMILY FOODS	MISC SUPPLIES	31.16		
			JOHN DEERE FINANCIAL	BLDG MAINT SUPPLIES	34.73		
			D & R PEST CONTROL	D & R PEST CONTROL	25.00		
			INTEGRATED TECHNOLOGY PARTNERS LLC	ANNUAL PHONE SYSTEM AGREEM	60.13		
			IPERS	IPERS WITHOLDING EMT	686.08		
			JOHNSON COUNTY AMBULANCE SERVICE	ALS INTERCEPT	200.00		
				ALS INTERCEPT	200.00		
			KIRKWOOD COMMUNITY COLLEGE	TRAINING	14.00		
			LINDE GAS & EQUIPMENT INC	OXYGEN	68.76		
			PRINCIPAL	PRINCIPAL DENTAL POLICY	31.65		
			SHIELD TECHNOLOGY CORPORATION	SHIELDWARE MOBILE	390.00		
			TIPTON PHARMACY	PHARMACEUTICALS	493.28		
				TOTAL:	3,002.13		
		STREET DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	201.16	
	MEDICARE WITHOLDING			38.54			
	MEDICARE WITHOLDING			0.69			
	MEDICARE WITHOLDING			0.59			
	MEDICARE WITHOLDING			0.10			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	6.56
			MEDICARE WITHOLDING	0.57
		CINTAS	UNIFORMS	46.60
			UNIFORMS	46.60
		COMMUNITY INSURANCE SERVICES	INSURANCE #9 & #16	780.00
		JOHN DEERE FINANCIAL	OPERATING SUPPLIES	286.29
			BOOTS - NATE	134.99
		IPERS	IPERS REGULAR EMPLOYEES	321.75
		MANATTS INC	6.25 YDS CONCRETE	416.25
		O'REILLY AUTOMOTIVE INC	OPERATING SUPPLIES	6.99
		PRINCIPAL	PRINCIPAL DENTAL POLICY	54.08
		TIPTON CONSERVATIVE	PH,MIN,FLUSH,BOA,FAC,BUDGE	26.28
		WENDLING QUARRIES INC	4.80 TN MACADAM	63.60
			TOTAL:	2,431.64
TREES	GENERAL GOVERNMENT	FAMILY FOODS	MISC SUPPLIES	205.92
			TOTAL:	205.92
CEMETERY	GENERAL GOVERNMENT	EASTERN IOWA LIGHT & POWER	UTILITIES	10.75
			UTILITIES	21.50
		MISC. VENDOR FRY FUNERAL HOME	FRY FUNERAL HOME:BURIAL RE	350.00
		GRASSHOPPER LAWN CARE DBA ALL STAR TUR	CONTRACT PAY 06/16-05/15	2,916.67
		ERIC STORJOHANN	3 BURIALS	800.00
			TOTAL:	4,098.92
GENERAL ADMINISTRATION	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	141.12
			MEDICARE WITHOLDING	32.41
			MEDICARE WITHOLDING	0.09
			MEDICARE WITHOLDING	0.21
			MEDICARE WITHOLDING	0.18
			MEDICARE WITHOLDING	0.11
		CINTAS	UNIFORMS	11.66
			UNIFORMS	11.66
		IPERS	IPERS REGULAR EMPLOYEES	226.18
		OFFICE MACHINE CONSULTANTS INC	MEMORY UPGRADES	109.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	30.40
			TOTAL:	563.02
LIBRARY	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	215.39
			MEDICARE WITHOLDING	25.39
			MEDICARE WITHOLDING	24.99
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	362.47
		BAKER & TAYLOR	BOOKS	300.46
			BOOKS	316.06
			BOOKS	233.79
		COPY SYSTEMS	BASE CHARGE	75.40
		GRASSHOPPER LAWN CARE DBA ALL STAR TUR	DEC, JAN, FEB, MARCH, APRIL	1,708.35
		IPERS	IPERS REGULAR EMPLOYEES	306.16
		LANDS' END BUSINESS OUTFITTERS	OFFICE SHIRT	15.71
		SCHUMACHER ELEVATOR COMPANY	MONTHLY MAINTENANCE	246.10
		TIPTON CONSERVATIVE	LAWN CARE	123.00
		TOTAL MAINTENANCE INC	MAY SERVICE	497.00
		WINDSTREAM	MONTHLY SERVICE	82.82
			TOTAL:	4,533.09
PARK	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	7.90



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	1.84
			MEDICARE WITHOLDING	0.01
		JOHN DEERE FINANCIAL	OPERATING SUPPLIES	0.38
		MISC. VENDOR WANDA WHITMER	WANDA WHITMER:FLOWERS FOR	138.03
		IPERS	IPERS REGULAR EMPLOYEES	12.65
		CEDAR COUNTY REPAIR INC	OPERATING SUPPLIES	615.53
		PRINCIPAL	PRINCIPAL DENTAL POLICY	1.58
		VERIZON	Cell, Data service	13.80
		CITY UTILITIES	CITY UTILITIES	156.16
			TOTAL:	947.88
RECREATION DEPARTMENT	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	65.29
			MEDICARE WITHOLDING	15.27
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	50.64
		IPERS	IPERS REGULAR EMPLOYEES	105.42
		PRINCIPAL	PRINCIPAL DENTAL POLICY	15.83
		VERIZON	Cell, Data service	13.79
			TOTAL:	266.24
SUMMER BALL PROGRAMS	GENERAL GOVERNMENT	JOHN DEERE FINANCIAL	OPERATING SUPPLIES	23.52
		MISC. VENDOR JESSICA FORD	JESSICA FORD:TBALL REFUND	25.00
		JEN PHELPS	JEN PHELPS:TBALL REFUND	25.00
			TOTAL:	73.52
RED CROSS SWIM	GENERAL GOVERNMENT	MISC. VENDOR AMANDA MALLOY	AMANDA MALLOY:RED CROSS RE	40.00
			TOTAL:	40.00
YOUTH RECREATON	GENERAL GOVERNMENT	MISC. VENDOR BRODY MARCHIK	BRODY MARCHIK:LINE FIELDS	15.00
		JACOB BARTON	JACOB BARTON:REF SOCCER	45.00
		JAYSON JOHNSON	JAYSON JOHNSON:REF SOCCER	15.00
		MADelyn HAM	MADelyn HAM:REF SOCCER	30.00
		NATE SMITH	NATE SMITH:REF SOCCER	45.00
		RYLEE HARTIG	RYLEE HARTIG:REF SOCCER	30.00
		WYATT HAM	WYATT HAM:REF SOCCER	15.00
		HASTY AWARDS	6 MEDALS	14.64
			TOTAL:	209.64
FAMILY AQUATIC CENTER	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	329.11
			MEDICARE WITHOLDING	32.98
			MEDICARE WITHOLDING	43.97
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	50.65
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	159.41
		CLARENCE LOWDEN SUN-NEWS & ADVERTISER	FAC SCHEDULE	183.00
		D & R PEST CONTROL	D & R PEST CONTROL	45.00
		HAWKINS INC	CHEMICALS	515.03
		STATE HYGIENIC LABORATORY	TESTING FEES	13.50
		INTEGRATED TECHNOLOGY PARTNERS LLC	ANNUAL PHONE SYSTEM AGREEM	60.13
		IPERS	IPERS REGULAR EMPLOYEES	236.82
		ELECTRONICS INC	ALARM SERVICE	30.00
		OFFICE MACHINE CONSULTANTS INC	NEW DESKTOPS & MEMORY UPGR	25.00
			NEW PC'S	1,869.00
			MEMORY UPGRADES	297.00
		MICHELE PISMAN	APRIL YOGA	32.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	47.47
		T & M CLOTHING CO.	22 STAFF T-SHIRTS	177.50
		VERIZON	Cell, Data service	98.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITY UTILITIES	CITY UTILITIES	4,538.95
			TOTAL:	8,784.56
ECONOMIC DEVELOPMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	120.99
			MEDICARE WITHHOLDING	28.30
		IPERS	IPERS REGULAR EMPLOYEES	198.89
		ELECTRONICS INC	ALARM SERVICE	30.00
		OFFICE MACHINE CONSULTANTS INC	MEMORY UPGRADES	49.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	31.65
		SPINUTECH INC	EMAIL MARKETING	25.00
		TIPTON CONSERVATIVE	PAINT DAY, GRAND MARSHAL	195.80
		VERIZON	Cell, Data service	41.38
		CITY UTILITIES	CITY UTILITIES	214.95
			TOTAL:	935.96
FINANCE & ADMINISTRATI	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	70.81
			MEDICARE WITHHOLDING	4.30
			MEDICARE WITHHOLDING	11.91
			MEDICARE WITHHOLDING	0.03
			MEDICARE WITHHOLDING	0.14
			MEDICARE WITHHOLDING	0.18
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	37.40
		COMMUNITY INSURANCE SERVICES	4TH OF JULY ACTIVITIES	505.00
		INTEGRATED TECHNOLOGY PARTNERS LLC	ANNUAL PHONE SYSTEM AGREEM	353.58
		IPERS	IPERS REGULAR EMPLOYEES	109.86
		J & M DISPLAYS INC	FIREWORKS & PRODUCTION	14,000.00
		LYNCH DALLAS PC	LEGAL SERVICES	240.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	3.79
			TOTAL:	15,337.00
BUILDING MAINTENANCE	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	8.44
			MEDICARE WITHHOLDING	1.98
		AUCA CHICAGO LOCKBOX	MATS	144.38
		ELECTRICAL ENGINEERING & EQUIPMENT CO	BLDG MAINT SUPPLIES	0.67
		JOHN DEERE FINANCIAL	BLDG MAINT SUPPLIES	11.95
		D & R PEST CONTROL	D & R PEST CONTROL	35.00
		ELECTRONICS INC	ALARM SERVICE	30.00
			TOTAL:	232.42
TRAFFIC SERVICE MAINT.	ROAD USE TAX FUND I.R.S.		FICA WITHHOLDING	4.05
			MEDICARE WITHHOLDING	0.89
			MEDICARE WITHHOLDING	0.05
			MEDICARE WITHHOLDING	0.01
		IPERS	IPERS REGULAR EMPLOYEES	6.51
		PRINCIPAL	PRINCIPAL DENTAL POLICY	0.95
			TOTAL:	12.46
SNOW AND ICE REMOVAL	ROAD USE TAX FUND I.R.S.		FICA WITHHOLDING	63.23
			MEDICARE WITHHOLDING	13.98
			MEDICARE WITHHOLDING	0.23
			MEDICARE WITHHOLDING	0.36
			MEDICARE WITHHOLDING	0.23
		IPERS	IPERS REGULAR EMPLOYEES	101.30
		PRINCIPAL	PRINCIPAL DENTAL POLICY	16.96
			TOTAL:	196.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
REVOLVING LOAN PRGRM	ECONOMIC/INDUSTRIA	HARDACRE THEATER	GRANT	60,000.00
			TOTAL:	60,000.00
WW/AKA SEWER	WASTEWATER PROJECT	MC CLURE ENGINEERING COMPANY	WWTP IMPROVEMENTS	1,605.00
			TOTAL:	1,605.00
HWY 38 PROJECT	HWY 38 PROJECT	ORIGIN DESIGN	CEDAR STREET IMPROVEMENTS	1,792.50
			TOTAL:	1,792.50
WATER DISTRIBUTION	WATER OPERATING	I.R.S.	FICA WITHOLDING	292.26
			MEDICARE WITHOLDING	61.09
			MEDICARE WITHOLDING	0.78
			MEDICARE WITHOLDING	1.13
			MEDICARE WITHOLDING	0.96
			MEDICARE WITHOLDING	4.43
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	45.14
		CINTAS	UNIFORMS	159.15
			UNIFORMS	10.29
		HAWKINS INC	CHEMICALS	911.14
		STATE HYGIENIC LABORATORY	TESTING FEES	160.50
		INTEGRATED TECHNOLOGY PARTNERS LLC	ANNUAL PHONE SYSTEM AGREEM	154.84
		IOWA ONE CALL	LOCATES	13.20
		IPERS	IPERS REGULAR EMPLOYEES	473.40
		MUNICIPAL SUPPLY INC	WATER METER AND MARK PAINT	99.60
			WATER METER AND MARK PAINT	999.00
		OFFICE MACHINE CONSULTANTS INC	NEW DESKTOPS & MEMORY UPGR	25.00
			NEW PC'S	1,095.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	67.38
		TIPTON CONSERVATIVE	PH,MIN,FLUSH,BOA,FAC,BUDGE	53.40
		VERIZON	Cell, Data service	186.80
			TOTAL:	4,814.49
WATER BILL/COLLECT	WATER OPERATING	I.R.S.	FICA WITHOLDING	45.72
			MEDICARE WITHOLDING	10.08
			MEDICARE WITHOLDING	0.61
			MEDICARE WITHOLDING	0.02
		IPERS	IPERS REGULAR EMPLOYEES	76.70
		LANDS' END BUSINESS OUTFITTERS	5 OFFICE APPAREL	9.98
		PRINCIPAL	PRINCIPAL DENTAL POLICY	15.82
			TOTAL:	158.93
WASTEWATER/AKA SEWER	WASTEWATER/AKA SEW	I.R.S.	FICA WITHOLDING	283.40
			MEDICARE WITHOLDING	59.26
			MEDICARE WITHOLDING	0.43
			MEDICARE WITHOLDING	1.29
			MEDICARE WITHOLDING	1.11
			MEDICARE WITHOLDING	4.18
		JOHN DEERE FINANCIAL	OPERATING SUPPLIES	54.91
		IPERS	IPERS REGULAR EMPLOYEES	461.36
		LANDS' END BUSINESS OUTFITTERS	5 OFFICE APPAREL	9.98
		OFFICE MACHINE CONSULTANTS INC	NEW DESKTOPS & MEMORY UPGR	25.00
			NEW PC'S	1,095.00
		QC ANALYTICAL SERVICES LLC	WASTEWATER CONFERENCE	300.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	64.75
			TOTAL:	2,360.67



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
LAGOON	WASTEWATER/AKA SEW	EASTERN IOWA LIGHT & POWER	UTILITIES	1,203.30
		PREMIER PARTS INC	SHOP SUPPLIES AND PARTS	5.37
		WENDLING QUARRIES INC	54.28 TN ROAD STONE	640.51
			TOTAL:	1,849.18
ELECTRIC DISTRIBUTION	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING	919.97
			MEDICARE WITHOLDING	186.34
			MEDICARE WITHOLDING	0.16
			MEDICARE WITHOLDING	9.29
			MEDICARE WITHOLDING	7.33
			MEDICARE WITHOLDING	9.30
			MEDICARE WITHOLDING	2.75
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	45.14
		CINTAS	UNIFORMS, SHOP TOWELS, MAT	115.50
			UNIFORMS, SHOP TOWELS, MAT	59.94
			UNIFORMS, SHOP TOWELS, MAT	115.50
			UNIFORMS, SHOP TOWELS, MAT	59.94
		FAMILY FOODS	MISC SUPPLIES	52.27
		FLOYD TABER	MILEAGE REIMBURSEMENT	76.27
		INTEGRATED TECHNOLOGY PARTNERS LLC	ANNUAL PHONE SYSTEM AGREEM	107.25
		IOWA ONE CALL	LOCATES	13.20
		IPERS	IPERS REGULAR EMPLOYEES	1,478.22
		LATHAM, ERVIN, VOGNSEN & ASSOCIATES IN	SOLAR FEASIBILITY ANALYSIS	3,750.00
			CONSULTING SERVICES	337.50
		MIDAMERICAN ENERGY COMPANY	TAGGING SERVICE FEE	449.79
		POWER LINE SUPPLY	OPERATING SUPPLIES	16.56
		PRINCIPAL	PRINCIPAL DENTAL POLICY	151.16
		SHERMCO INDUSTRIES INC	INDUSTRIAL FEEDER	4,594.00
		SPAHN & ROSE LUMBER CO	OPERATING SUPPLIES	14.97
		STUART C IRBY CO	TESTING	717.70
		VERIZON	Cell, Data service	279.80
		CITY OF TIPTON FUNDS	1 REBATE	50.00
		CITY UTILITIES	CITY UTILITIES	54.05
			CITY UTILITIES	18.75
			TOTAL:	13,692.65
ELECTRIC POWER PLANT	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING	82.80
			MEDICARE WITHOLDING	17.93
			MEDICARE WITHOLDING	1.44
		ACTERRA GROUP	SERVICE CALL	579.96
		COMMUNITY INSURANCE SERVICES	BOILER & MACHINERY	1,160.00
		ELECTRICAL ENGINEERING & EQUIPMENT CO	BLDG MAINT SUPPLIES	230.23-
			BLDG MAINT SUPPLIES	581.90
		D & R PEST CONTROL	D & R PEST CONTROL	29.96
			D & R PEST CONTROL	31.03
		IPERS	IPERS REGULAR EMPLOYEES	132.36
		PRINCIPAL	PRINCIPAL DENTAL POLICY	15.25
			TOTAL:	2,402.40
ELECTRIC BILL/COLLECT	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING	126.52
			MEDICARE WITHOLDING	27.89
			MEDICARE WITHOLDING	0.82
			MEDICARE WITHOLDING	0.79
			MEDICARE WITHOLDING	0.10
		IPERS	IPERS REGULAR EMPLOYEES	205.79
		LANDS' END BUSINESS OUTFITTERS	5 OFFICE APPAREL	9.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRINCIPAL	PRINCIPAL DENTAL POLICY	30.77
			TOTAL:	402.66
GAS DISTRIBUTION	GAS OPERATING	I.R.S.	FICA WITHOLDING	391.70
			MEDICARE WITHOLDING	81.61
			MEDICARE WITHOLDING	0.09
			MEDICARE WITHOLDING	1.78
			MEDICARE WITHOLDING	0.96
			MEDICARE WITHOLDING	7.19
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	45.14
		CINTAS	UNIFORMS, SHOP TOWELS, MAT	32.27
			UNIFORMS, SHOP TOWELS, MAT	32.27
		INTEGRATED TECHNOLOGY PARTNERS LLC	ANNUAL PHONE SYSTEM AGREEM	60.13
		IOWA ONE CALL	LOCATES	13.20
		IPERS	IPERS REGULAR EMPLOYEES	630.80
		OFFICE MACHINE CONSULTANTS INC	NEW DESKTOPS & MEMORY UPGR	25.00
			NEW PC'S	547.50
		PRINCIPAL	PRINCIPAL DENTAL POLICY	50.40
		STUART C IRBY CO	RISER BRACKETS	223.86
		VERIZON	Cell, Data service	82.76
		CITY UTILITIES	CITY UTILITIES	28.31
			TOTAL:	2,254.97
GAS BILL/COLLECT	GAS OPERATING	I.R.S.	FICA WITHOLDING	60.08
			MEDICARE WITHOLDING	13.35
			MEDICARE WITHOLDING	0.61
			MEDICARE WITHOLDING	0.08
			MEDICARE WITHOLDING	0.02
		IPERS	IPERS REGULAR EMPLOYEES	99.86
		LANDS' END BUSINESS OUTFITTERS	5 OFFICE APPAREL	9.98
		PRINCIPAL	PRINCIPAL DENTAL POLICY	18.69
			TOTAL:	202.67
AIRPORT	AIRPORT OPERATING	AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	45.14
		JOHN DEERE FINANCIAL	OPERATING SUPPLIES	7.08
		INTEGRATED TECHNOLOGY PARTNERS LLC	ANNUAL PHONE SYSTEM AGREEM	51.71
			TOTAL:	103.93
GARBAGE COLLECTION	GARBAGE COLLECTION	I.R.S.	FICA WITHOLDING	185.04
			MEDICARE WITHOLDING	40.30
			MEDICARE WITHOLDING	0.20
			MEDICARE WITHOLDING	1.18
			MEDICARE WITHOLDING	1.39
			MEDICARE WITHOLDING	0.10
		CEDAR COUNTY SOLID WASTE	TRANSFER FEES	4,613.00
		CINTAS	UNIFORMS	11.71
			UNIFORMS	11.71
		IPERS	IPERS REGULAR EMPLOYEES	301.78
		LANDS' END BUSINESS OUTFITTERS	5 OFFICE APPAREL	9.97
		OFFICE MACHINE CONSULTANTS INC	NEW DESKTOPS & MEMORY UPGR	25.00
			NEW PC'S	547.50
		PRINCIPAL	PRINCIPAL DENTAL POLICY	43.73
			TOTAL:	5,792.61
RECYCLING	GARBAGE COLLECTION	I.R.S.	FICA WITHOLDING	71.88
			MEDICARE WITHOLDING	9.36

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	6.96
			MEDICARE WITHOLDING	0.49
		IPERS	IPERS REGULAR EMPLOYEES	68.59
		PRINCIPAL	PRINCIPAL DENTAL POLICY	12.66
		REPUBLIC SERVICES OF IOWA	RECYCLING SORT FEES	259.72
			TOTAL:	429.66
STORM WATER	STORM WATER	I.R.S.	FICA WITHOLDING	26.93
			MEDICARE WITHOLDING	5.96
			MEDICARE WITHOLDING	0.14
			MEDICARE WITHOLDING	0.05
			MEDICARE WITHOLDING	0.03
			MEDICARE WITHOLDING	0.11
		IPERS	IPERS REGULAR EMPLOYEES	43.12
		MANATTS INC	6.25 YDS CONCRETE	415.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	7.77
		SPAHN & ROSE LUMBER CO	OPERATING SUPPLIES	192.76
			TOTAL:	691.87
INT SRVC-OTHER BUSINES CENTRAL GARAGE		I.R.S.	FICA WITHOLDING	68.71
			MEDICARE WITHOLDING	14.81
			MEDICARE WITHOLDING	0.79
			MEDICARE WITHOLDING	0.18
			MEDICARE WITHOLDING	0.27
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	45.14
		CEDAR COUNTY ENGINEER	42.5 GL DSL	162.57
			492 GL DSL	1,911.87
		CENTRAL IOWA DISTRIBUTING INC	SHOP SUPPLIES	176.50
		CINTAS	UNIFORMS	9.27
			UNIFORMS	9.27
		JOHN DEERE FINANCIAL	BLDG MAINT SUPPLIES	54.88
			OPERATING SUPPLIES	64.66
			REPAIR PARTS	135.37
		FASTENAL COMPANY	HAMMER	34.58
		INTEGRATED TECHNOLOGY PARTNERS LLC	ANNUAL PHONE SYSTEM AGREEM	162.79
		IPERS	IPERS REGULAR EMPLOYEES	110.28
		MITCHELL 1	WEB SUBSCRIPTION	271.23
		O'ROURKE MOTORS INC	REPAIR PARTS #1	659.19
		PREMIER PARTS INC	SHOP SUPPLIES AND PARTS	68.43
			SHOP SUPPLIES AND PARTS	40.16
			SHOP SUPPLIES AND PARTS	61.19
		PRINCIPAL	PRINCIPAL DENTAL POLICY	16.15
		RELIANT FIRE APPARATUS INC	REPAIR PARTS #185	1,934.89
		SPAHN & ROSE LUMBER CO	OPERATING SUPPLIES	245.08
			OPERATING SUPPLIES	17.99
		TIPTON ELECTRIC MOTORS	MILWAUKEE TOOL	249.00
		VERIZON	Cell, Data service	166.32
		WATCHGUARD	REPAIR PARTS	130.00
			TOTAL:	6,821.57
INT SRVC-OTHER BUSINES ADMINISTRATIVE SER		I.R.S.	FICA WITHOLDING	98.37
			MEDICARE WITHOLDING	22.34
			MEDICARE WITHOLDING	0.31
			MEDICARE WITHOLDING	0.07
			MEDICARE WITHOLDING	0.29
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	1,351.28



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	625.55
		MISC. VENDOR IMFOA CERTIFICATION RE	IMFOA CERTIFICATION REVIEW	125.00
		HOLIDAY INN DES MOINES AIRPORT	TRAVEL TRAINING	224.00
		INTEGRATED TECHNOLOGY PARTNERS LLC	PHONE SYSTEM SUPPORT	200.00
			ANNUAL PHONE SYSTEM AGREEM	345.32
		IPERS	IPERS REGULAR EMPLOYEES	158.01
		LANDS' END BUSINESS OUTFITTERS	5 OFFICE APPAREL	64.89
		LYNCH DALLAS PC	LEGAL SERVICES	1,830.00
			LEGAL SERVICES	930.00
		QUADIENT LEASING USA INC	POSTAGE MACHINE LEASE	939.15
		OFFICE EXPRESS	OFFICE SUPPLIES	23.34
			OFFICE SUPPLIES	60.38
		OFFICE MACHINE CONSULTANTS INC	NEW DESKTOPS & MEMORY UPGR	25.00
			NEW PC'S	1,985.00
			MEMORY UPGRADES	99.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	30.71
		TIPTON CONSERVATIVE	PH,MIN,FLUSH,BOA,FAC,BUDGE	1,037.62
		VERIZON	Cell, Data service	566.99
			TOTAL:	10,742.62
NON-DEPARTMENTAL	PAYROLL ACCOUNT	I.R.S.	FEDERAL WITHHOLDING	6,908.71
			FICA WITHHOLDING	5,365.52
			MEDICARE WITHHOLDING	1,254.89
		AFLAC	AFLAC AFTER TAX PY W/HOLDI	117.40
			AFLAC PY PRETAX WITHHOLDING	539.36
			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	38.95
			IPERS REGULAR EMPLOYEES	3,907.20
			IPERS WITHHOLDING EMT	457.65
			IPERS WITHHOLDING POLICE	1,022.60
		PRINCIPAL	PRINCIPAL DENTAL POLICY	866.21
		TREASURER, STATE OF IOWA	STATE WITHHOLDING	3,200.00
			TOTAL:	24,368.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
001	GENERAL GOVERNMENT			47,874.61
110	ROAD USE TAX FUND			208.75
160	ECONOMIC/INDUSTRIAL DEVEL			60,000.00
303	WASTEWATER PROJECT			1,605.00
317	HWY 38 PROJCT			1,792.50
600	WATER OPERATING			4,973.42
610	WASTEWATER/AKA SEWER REVE			4,209.85
630	ELECTRIC OPERATING			16,497.71
640	GAS OPERATING			2,457.64
660	AIRPORT OPERATING			103.93
670	GARBAGE COLLECTION			6,222.27
740	STORM WATER			691.87
810	CENTRAL GARAGE			6,821.57
835	ADMINISTRATIVE SERVICES			10,742.62
860	PAYROLL ACCOUNT			24,368.40
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	GRAND TOTAL:			188,570.14
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CITY CREDIT CARD STATEMENT		cr	999		1010			Card Ttl	-11,045.76
<b>Finance Director</b>									
Travel Training	Doordash	dr	835	5	899	1	62980	34.51	
Telecommunications	LogMeln	dr	835	5	899	2	63730	30.35	
Miscellaneous	Adobe	dr	835	5	899	2	65980	190.67	
Training	Kirkwood	dr	600	5	810	1	62300	495.00	
								<b>Total Charges</b>	<b>750.53</b>
<b>Economic Development</b>									
Miscellaneous	Bluebird Café	dr	001	5	525	2	65980	58.69	
								<b>Total Charges</b>	<b>58.69</b>
<b>Library</b>									
Technology	Microsoft	dr	001	5	410	2	64190	106.99	
Materials	Walmart, Amazon	dr	001	5	410	2	65020	172.71	
Miscellaneous	Walmart	dr	001	5	410	2	65980	22.28	
								<b>Total Charges</b>	<b>301.98</b>
<b>Ambulance</b>									
Building Maint & Repair	ADI	dr	001	5	110	2	63100	158.99	
Building Maint & Repair	ADI	dr	001	5	650	2	63100	103.95	
Training	Jones & Bartlett Learning	dr	001	5	160	1	62300	90.00	
Building Maint & Repair	Target	dr	001	5	160	2	63100	19.06	
Telecommunications	JAMF	dr	001	5	160	2	63730	6.00	
		dr	001	5	620	2	63730	16.00	
		dr	630	5	820	2	63730	6.00	
		dr	640	5	825	2	63730	2.00	
Equipment/Vehicle Rent	Ebay	dr	001	5	160	2	64150	227.59	
Technology	Microsoft	dr	001	5	160	2	64190	180.00	
Miscellaneous	Joann Stores, Ebay, Amazon	dr	001	5	160	2	65980	221.90	
								<b>Total Charges</b>	<b>1,031.49</b>
<b>Fire</b>									
Office Supplies	The Bravest Decals	dr	001	5	150	2	65060	89.99	
Miscellaneous	Walmart	dr	001	5	150	2	65980	27.24	
								<b>Total Charges</b>	<b>117.23</b>
<b>Police</b>									
Travel Training -	Intercontinental Miami	dr	001	5	110	1	62980	1,163.90	
Uniforms/Equipment	Galls, 5.11 Tactical, UA.com	dr	001	5	110	2	64350	502.94	
Postage/Shipping	USPS	dr	001	5	110	2	65080	11.90	
Miscellaneous	Walmart	dr	001	5	110	2	65980	331.48	
Fuel	Casey's	dr	810	5	899	2	65075	54.22	
								<b>Total Charges</b>	<b>2,064.44</b>
<b>Electric</b>									
Travel Training -	Target, Applebees, Kwik Trip, Cobblestone Hotel & Suites	dr	630	5	820	1	62980	453.72	
Office Supplies	Walmart,	dr	630	5	820	2	65060	21.36	
Fuel	BP, Kwik Trip, Kwik Star	dr	810	5	899	2	65075	169.45	
								<b>Total Charges</b>	<b>644.53</b>



<b>Public Works</b>									
Training	Kirkwood	dr	001	5	210	1	62300	1,800.00	
Operating Supplies	Harbor Freight	dr	001	5	210	2	65070	58.28	
Miscellaneous	Nathan Broghammer	dr	001	5	210	2	65980	160.00	
Training	Kirkwood	dr	600	5	810	1	62300	540.00	
Operating Supplies	Croell Inc	dr	740	5	865	2	65070	456.91	
Building Maint. & Repair	Menards	dr	810	5	899	2	63100	306.40	
Repair Parts	Cummins Inc, Amazon, tiger Tough	dr	810	5	899	2	63321	1,324.09	
Office Supplies	Walmart	dr	810	5	899	2	65060	70.72	
Miscellaneous	Jethro's BBQ	dr	810	5	899	2	65980	38.60	
							<b>Total Charges</b>		<b>4,755.00</b>
<b>REC / Aquatic Center</b>									
Operating Supplies	Anthem Sports	dr	001	5	446	2	65070	176.57	
Dues/Fees	Amazon	dr	001	5	465	1	62100	16.04	
Uniforms/Equipment	Swim Outlet	dr	001	5	465	2	64350	883.97	
Chemicals	Taylor Technology	dr	001	5	465	2	65010	100.33	
Operating Supplies	Amazon, Walmart	dr	001	5	465	2	65070	103.90	
Miscellaneous	Amazon	dr	001	5	465	2	65980	41.06	
							<b>Total Charges</b>		<b>1,321.87</b>
<b>Statement Total</b>									<b>11,045.76</b>

**RESOLUTION NO. 051622A**

**RESOLUTION AMENDING THE CURRENT BUDGET FOR  
FISCAL YEAR ENDING JUNE 30, 2022**

**WHEREAS**, the Tipton City Council published the required notice concerning the proposed amendment to the current budget for the fiscal year ending June 30, 2022, on April 27, 2022; and

**WHEREAS**, the Tipton City Council held a public hearing concerning the proposed amendment to the current budget for the fiscal year ending June 30, 2022, on May 16, 2022; and

**WHEREAS**, the Tipton City Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment to the budget and modifications proposed at the hearing.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Tipton, Iowa that the current budget is amended as set out in the attached paperwork; and that the Mayor and City Clerk are hereby authorized and directed to execute this resolution; and

**BE IT ALSO FURTHER RESOLVED**, by the City Council of the City of Tipton, Iowa, that the Finance Director is hereby directed to submit this budget amendment to the Cedar County Auditor.

**PASSED AND APPROVED** this 16th day of May 2022.

\_\_\_\_\_  
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 16th day of May 2022.

\_\_\_\_\_  
Amy Lenz, City Clerk

RESOLUTION NO. 051422B

**RESOLUTION TO APPROVE AMENDED AND RESTATED EASEMENT AGREEMENT  
BETWEEN THE CITY OF TIPTON, IOWA AND CEDAR COUNTY COOPERATIVE**

**WHEREAS**, Cedar County Cooperative approached the City to request amendments to a previously agreed upon Easement Agreement, said prior agreement having been previously been approved and thereafter recorded on April 5, 2021, in Book 1101, Page 50-53, Cedar County Recorder records, and

**WHEREAS**, Cedar County Cooperative's request is tied to its desire to construct a new building in a location and manner that would be inconsistent with aforementioned Easement Agreement, and

**WHEREAS**, City staff and Cedar County Cooperative have negotiated the terms of an Amended and Restated Easement Agreement, same to modify, amend and replace the original Easement, and

**WHEREAS**, this matter was set for public hearing by the City Council for tonight, notice was published, public comment was received, and the public hearing was closed, and

**WHEREAS**, the Council finds that the Amended and Restated Easement Agreement is in the best interests of the City and also allows the Cedar County Cooperative to build as proposed, subject to the limits set out in the Amended and Restated Easement Agreement, further finding that the terms of the Agreement are written in a manner to protect both the City and other property owners, and

**WHEREAS**, for the above and foregoing reasons the Council finds that the Amended and Restated Easement Agreement should be approved.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Tipton, Iowa does hereby approve the terms and provisions of the attached Amended and Restated Easement Agreement and authorizes the Mayor and City Clerk to execute same on behalf of the City Council.

PASSED AND APPROVED this \_\_\_\_\_ day of May 2022.

\_\_\_\_\_  
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 24<sup>th</sup> day of January 2022.

\_\_\_\_\_  
Amy Lenz, City Clerk



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Prepared by:	Douglas D. Herman Lynch Dallas, PC PO Box 2457 Cedar Rapids, Iowa 52406-2457 Telephone: 319-365-9101 Facsimile: 319-365-9512	Taxpayer/Return Address: Cedar County Cooperative 906 E. 7 <sup>th</sup> Street Tipton, IA 52772
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### **Amended and Restated Easement Agreement**

**COMES NOW**, Cedar County Cooperative, Grantor, and the City of Tipton, Iowa, Grantee, and hereby agree to be bound by the following terms and conditions regarding the amendment and restatement of a previously executed and recorded “Easement Agreement for Landscaping Screening and Transition Zones”, same being dated March 21, 2012, and recorded on April 5, 2012, in Book 1101 Page 50-53 records of the Cedar County Recorder. (Hereinafter referred to as the “2012 Easement”)

**WHEREAS**, Grantor and Grantee (“Parties”) agree that the 2012 Easement should be amended and restated, both to clarify certain terms and provisions thereof and to amend provisions thereof to allow for an expansion of the Grantor’s business, an expansion that would not be permissible without amendments to the 2012 Easement, and

**WHEREAS**, the Parties have mutually agreed to the terms and provisions set out below, said terms and provisions to replace, amend, and supersede the 2012 Easement as described above.

**THEREFORE**, in consideration of the above and foregoing recitals, the Parties do hereby agree as follows:

**Article I. Property Legal Description:** The property subject to the terms and provisions set forth herein is legally described as follows:

"Parcel L located in the Southeast Quarter of the Southeast Quarter of Section 31, Township 81 North, Range 2 West of the 5<sup>th</sup> Principal Meridian, City of Tipton, Cedar County, Iowa as shown in Plat Book I, at page 188 in the Cedar County Recorder's Office"

(The property described above will hereinafter be described as "Subject Property".)

**Article II. Prior Zoning Classification Change:** The Subject Property was rezoned from Residential to M-2 Heavy Industrial at or about the approval and execution of the 2012 Easement, the 2012 Easement being a condition of Subject Property rezoning by Grantee.

**Article III: 2012 Easement**

**A. Landscape Screening and Transition Zones:** The Subject Property, by terms of the 2012 Easement, was subjected to easements, usage restrictions, and berm creation and planting requirements, described as follows:

1. Grantor agreed to construct a 40-foot wide LANDSCAPE SCREENING ZONE and a 100-foot wide TRANSITION ZONE on the Subject Property, said combined 140' area being located or described as the north 140' of Subject Property.
2. Grantor agreed to construct and maintain an earthen berm and install plant screening within said LANDSCAPE SCREENING ZONE as depicted on an attachment to the 2012 Easement. The attachment entitled "Land Use Buffer Plan Exhibit" set forth specific planting requirements.
  - a. The 2012 Easement provided that the Grantor was obligated to maintain the health and appearance of said earthen berm and plants as depicted on the "Land Use Buffer Plan Exhibit", and if the GRANTOR failed to do so, the adjoining owner to the north was allowed to have said maintenance performed and/or completed at the expense of the GRANTOR.
3. Grantor agreed to construct, use and maintain buildings and driveways within the 100' TRANSITION ZONE and FUTURE LAND USE BUFFER PLAN only as depicted within the attached "Land Use Buffer Plan Exhibit".
  - a. An attachment to the 2012 Easement captioned "Future Land Use Buffer Plan" included the following provisions, superimposed over an aerial of the property:

- i. "Proposed Earthen berm shall only be located along the North side of the property.", and
  - ii. "Buildings within the Transition Zone shall be warehouse type use with bay doors and driveways located on south side only."
4. The 2012 Easement provided that if GRANTOR installed any exterior yard lighting that GRANTOR agreed to construct said lighting structures south of the property set out above and pointed only toward the southerly direction as depicted on said FUTURE LAND USE BUFFER PLAN.
5. The 2012 Easement further provided that Grantor would, "erect no buildings, obstructions or other improvements upon or under the property within the LANDSCAPE SCREENING ZONE".

#### **Article IV: Amended and Restated Terms**

The Parties hereby agree to the following terms and provisions, said terms and provisions to replace the terms of the 2012 Easement in their entirety. The Parties acknowledge, however, that many of the terms and provisions of the 2012 Easement will stand and remain largely intact, as set forth below.

A. GRANTOR previously constructed a 40-foot wide LANDSCAPE SCREENING ZONE, and a berm, and will continue to maintain the 40-foot wide LANDSCAPE SCREENING ZONE and berm as currently constructed. Maintenance shall include the care and replacement of the berm and of all trees and shrubs originally required by the "FUTURE LAND USE BUFFER PLAN" Exhibit attached to the 2012 Easement. (Said exhibit is incorporated herein as if same had been appended hereto.)

1. GRANTOR agrees, that upon GRANTOR'S failure to maintain and care for the berm and/or trees and shrubs as set forth above, that the adjoining owner to the north may have said maintenance performed and/or completed at the expense of the GRANTOR.

B. GRANTOR agrees that it will not construct, use or maintain any structure, buildings, and/or other permanent installations, or driveways within the 40-foot wide LANDSCAPE SCREENING ZONE and/or within the 100-foot wide TRANSITION ZONE as depicted within the attached "FUTURE LAND USE BUFFER PLAN" Exhibit but for the exceptions set forth immediately below hereto, as Article IV(B)(1), (2), and (3).

1. GRANTOR has installed two 30,000 gallon "Torpedo" style propane tanks within the TRANSITION ZONE. Those two tanks, and replacement tanks, shall be allowed to remain within the TRANSITION ZONE at their current location and footprint.



2. GRANTOR shall be permitted to construct a new building that may extend into the southernmost 35' of the TRANSITION ZONE, with garages/bays and doors that open to the east, west, and or south at the Grantor's discretion. The building width shall not exceed 115', and said construction is subject to the following additional conditions and obligations:

- i. The building must be insulated and also be fitted with insulated garage doors, and maintained in that fashion from construction forward.
- ii. The doors on the northernmost bay will be closed during the unloading of liquids by incoming trucks.

3. GRANTOR shall also be permitted to construct driveways or accesses to enter the new building, same to be allowed to extend into the southernmost 35' of the TRANSITION ZONE, as further limited below:

- a. The southernmost 35' may only be used for driveways or accesses to the new building within the following described areas:
  - i. Within 50' from the west face of the building addition to the west and within 100' from the east face of the building addition to the east.

C. GRANTOR agrees to plant and maintain additional trees and shrubs to the north and west of the existing building/building addition with an expenditure budget of \$10,000. Grantor agrees to provide proof of the \$10,000 budgeted expenditure to Grantee upon request. Grantor agrees to maintain and replace said shrubs and trees consistent therewith as necessary in the future to maintain the same level of coverage. (See attached Exhibit \_\_\_ for further details as to proposed plantings to satisfy Grantor's planting obligations as set forth above.)

1. GRANTOR agrees, that upon GRANTOR'S failure to maintain and care for the additional trees and shrubs as set forth above, that the adjoining owner to the north may have said maintenance performed and/or completed at the expense of the GRANTOR.

D. GRANTOR may install exterior yard lighting, however, agrees that no lighting structures may be installed in the 40-foot wide LANDSCAPE SCREENING ZONE, and that all yard lighting must be pointed towards or directed in a southerly direction as depicted on said FUTURE LAND USE BUFFER PLAN attached to the 2012 Easement.

**E. GRANTOR agrees to apply Dust Control to all gravel surfaces on the Subject Property as necessary to control airborne dust from said surfaces.**

#### **Article V: Miscellaneous Provisions**

- A. **Effective Date:** This Easement shall be effective upon execution by both parties and approval of the City of Tipton City Council.



- B. **Perpetual in Nature:** The easement granted herein is perpetual in nature and shall run with the land and be binding on all successors in interest, heirs and/or assigns.
- C. **Consideration:** GRANTOR acknowledges the adequacy of consideration. In addition to the consideration given at the execution of the 2012 Easement, the GRANTOR has been given additional consideration at this time, the consideration being the agreement of the City to the amendment and restatement of the conditions and terms of the 2012 Easement, in addition to other good and valuable consideration, the adequacy and receipt of same being acknowledged by the execution hereof.
- D. **Recording:** Grantor shall record this Agreement in the Office of the Recorder, Cedar County, Iowa within a reasonable period of time following the execution hereof and approval of the Tipton City Council, at Grantor's expense.
- E. **No Other Representation:** Parties represent and warrant that no promise, inducement or agreement not expressed in this Agreement, oral or written, express or implied, has been made and that all terms of this Agreement are contractual and not a mere recital.
- F. **Construction:** Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context. The captions preceding the Sections are inserted only as a matter of convenience and for reference purposes and should not be considered substantive or relied upon in interpreting any provision of this Agreement. This Agreement shall be considered to have been jointly drafted by the Parties.
- G. **Captions:** The captions preceding the Sections are inserted only as a matter of convenience and for reference purposes and should not be considered substantive or relied upon in interpreting any provision of this Agreement.
- H. **Acknowledgement:** The Parties, by signing this Agreement, acknowledge having carefully read the same, having had an opportunity to consult with counsel concerning the legal effect of this Agreement and its various terms and conditions, and have signed the Agreement voluntarily and without duress or coercion.
- I. **Authority:** Grantee, as a municipal corporation, represents that it has taken all action legally required of a municipal corporation to authorize the acceptance or conveyance of easement rights including but not limited to holding public hearings and passing required resolutions.

IN TESTIMONY WHEREOF, the Parties have caused this Agreement to be executed as of the date of the last signature set forth below.

GRANTOR:  
Cedar County Cooperative

By: \_\_\_\_\_ President

By: \_\_\_\_\_ Secretary

State of Iowa                    )  
  )§  
Cedar County                    )

This instrument was executed and acknowledged before me, the undersigned Notary Public, in and for the State of Iowa, on this \_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_ and \_\_\_\_\_, in their capacities as President and Secretary of the Cedar County Cooperative, respectively, who swore and affirmed that same was executed with the authority and at the direction of its Board of Directors, that the Corporation has no seal, and that said President and Secretary acknowledged, by the execution hereof that same was voluntarily executed by them and by the Corporation.

\_\_\_\_\_  
Notary Public, State of Iowa

GRANTEE:  
City of Tipton, Iowa

By: \_\_\_\_\_, Mayor

Attest: \_\_\_\_\_, City Clerk

State of Iowa                    )  
  )§  
County of Cedar                )

This instrument was executed and acknowledged before me, the undersigned Notary Public, in and for the State of Iowa, on this \_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_ and \_\_\_\_\_, in their capacities Mayor and City Clerk for the City of Tipton, Iowa, respectively, who swore and affirmed that same was executed with the authority and at the direction of the City Council, voluntarily by them and the City of Tipton, Iowa.

\_\_\_\_\_  
Notary Public, State of Iowa

RESOLUTION 051622C

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,  
AND ENGINEER'S COST ESTIMATE FOR THE "INDUSTRIAL UNDERGROUND  
CIRCUIT CONSTRUCTION PROJECT"  
(LABOR ONLY)

WHEREAS, the City Council of the City of Tipton, on behalf of its municipal electric utility, conducted a May 16, 2022, public hearing concerning a project generally described and estimated to cost as follows:

Installation of underground electrical ductwork, power cable, and associated facilities using Owner furnished materials in Tipton, Iowa. The total estimated project cost is \$1,500,000. The estimated cost of the Labor Only Installation is \$150,000.00. Bids shall be on a lump sum basis for labor, equipment, subcontracts, and consumable materials used performing construction services.

AND, WHEREAS, the Projects Plans and Specifications were available to the public at Tipton City Hall; and,

WHEREAS, the current Project timeline is:

Public Hearing on plans/specs	May 16, 2022
Bid Opening (2:00 p.m.)	June 16, 2022
Possible Bid Award	June 20, 2022
Project Start	July 1, 2022
Substantial Complete, not later than	Dec 31, 2022

NOW, THEREFORE, Be It Resolved, the City Council of the City of Tipton does hereby approve the plans, specifications, form of contract, and engineer's cost estimate for the "Industrial Underground Circuit Construction Project" (Labor Only.)

PASSED AND APPROVED this 16<sup>th</sup> day of May 2022.

\_\_\_\_\_  
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 16<sup>th</sup> day of May 2022.

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Amy Lenz, City Clerk



RESOLUTION NO. 051622D

RESOLUTION TO AUTHORIZE AND DIRECT THE CITY MANAGER TO PROCEED WITH REAL ESTATE CLOSING AND ACQUISITION OF 524 CEDAR STREET, TIPTON, IOWA.

**WHEREAS**, City Staff and Todd Philpott d/b/a Philpott Properties LLC, hereinafter “Philpott”, previously negotiated the acquisition of 524 Cedar Street by the City from Philpott, and

**WHEREAS**, the City Council previously approved the Offer to Buy Real Estate and Acceptance, the “Offer”, setting forth the terms and provisions of the proposed property transfer, with closing having been on hold or delayed while staff took steps to have a Phase I Environmental study performed, a step required to be completed in advance of taking ownership if the City desires to take advantage of Iowa DNR Brownfields funds to assist with Asbestos and/or Lead inspections or remediation, and

**WHEREAS**, The Phase I is now complete and the City is in a position to take ownership and to thereafter request DNR Brownfield funding, and

**WHEREAS**, Because of the time between the agreed upon offer and the present City Staff will have a lien search performed on the property prior to taking possession and title from the owner, Philpott, and

**WHEREAS**, the City Council finds, consistent with prior City Council action to acquire 524 Cedar Street, that the City Manager should be directed to take such steps as are necessary to finalize the acquisition and to have title to the property transferred to the City, with the Mayor being authorized to sign any and all documents that may be necessary to complete the acquisition.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Tipton, Iowa that the City Manager is hereby directed and authorized to take those steps necessary to close the real estate transaction between the City and Philpott so that the property located at 524 Cedar Street may be transferred into the name of the City and further authorizes the Mayor to execute any documents necessary and appropriate to close said real estate transaction.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
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 24<sup>th</sup> day of January 2022.

\_\_\_\_\_  
Amy Lenz, City Clerk

**AGENDA ITEM**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	5/16/2022
<b>AGENDA ITEM:</b>	D.C. Taylor New Roof estimate on Rhino's Building
<b>ACTION:</b>	Motion to approve, deny or table

**SYNOPSIS: SYNOPSIS:** Formal contract will be coming on Monday, May 16, 2022. Ben Fashimpaur with D. C. Taylor Roofing gave estimate of \$33,154.00 to replace the roof on the Rhino's building located at 524 Cedar Street. Cost is up \$3,634.00 since their bid on 1/26/2022 because of the increase in cost of materials/supplies. Was unable to replace roof in January d/t asbestos testing. The testing results showed no signs of asbestos in the roof, which is why we can proceed with that part of the project. As you might recall, the city can recover this cost by either selling the building to the developer or through reimbursements from TIF.

**BUDGET ITEM:** None

**RESPONSIBLE DEPARTMENT:** Economic Development – Linda Beck

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

**ATTACHMENTS:** January 2022 bid from D.C. Taylor

**PREPARED BY:** Linda Beck

**DATE PREPARED:** 5/13/2022



Agreement between Owner and Contractor  
**Construction Contract**

D. C. Taylor Co. Proposal # QUO-26833-Y7W6D5-2

*This Proposal is effective from 1/26/2022 and will expire if not accepted by 2/25/2022.*

OWNER		CONTRACTOR	
Owner	Rhino's Grill Building	Contractor	D. C. Taylor Co.
Attention	Linda Beck <i>Owner's Representative</i>	Submitted by	Ben Fashimpaur <i>Authorized D. C. Taylor Co. Representative</i>
Address	407 Lynn St Tipton IA 52772	Contractor's License #	C098072
PROJECT		PRICING	
Project Name	Rhino's Grill (City of Tipton)-Tipton- Main Area Reroof	Total Contract Price	\$29,520.00
Project Size	2,400 square feet	Payment Terms	30 Days
Site Address	524 Cedar St Tipton IA 52772		

Executed by	<u>Brian Wagner</u> <i>Owner's Representative</i>	Submitted by	_____
Date	<u>1/28/2022</u>		<i>Authorized D. C. Taylor Co. Representative</i> D. C. Taylor Co.



# Memo

**To:** City Council & Mayor Carney  
**From:** Steve Nash, Public Works  
**cc:** Brian Wagner, City Manager & Melissa Armstrong  
**Date:** May 13, 2022  
**Re:** Seal Coat work by LL Pelling

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This memo is after the fact. After getting positive feedback from the Council on a last-minute situation regarding seal coating of a few blocks on Lynn St., West 13<sup>th</sup> and the north end of Sycamore, we proceeded with the work. The actual work was done on Lynn between South and West 3<sup>rd</sup>, between West 6<sup>th</sup> and West 10<sup>th</sup> on Lynn, and West 13<sup>th</sup> up to TSS on Sycamore.

We haven't received the final invoice since it is affected by the actual tons of asphalt patch used. It should be close to what we were quoted.

The job looks good and will help extend the life of those areas until we can address those blocks with a more permanent surface. Thanks for your positive support for this project.

AGENDA ITEM:

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	<b>05/16/2022</b>
<b>AGENDA ITEM:</b>	<b>Discussion and Possible Approval concerning renewing our current copier lease with Access Systems</b>
<b>ACTION:</b>	<b>Motion to Approve, Deny or Table</b>

**SYNOPSIS:** A representative from Access Systems contacted the City of Tipton regarding our current copier lease. We currently have a contract with Access Systems which is up in September 2023. Access Systems reviewed our current lease agreement and is proposing to upgrade our current City Hall copier and City Manager printer/copier with and upgraded version of the current models while reducing our total monthly costs. The proposal is included with the synopsis and would be for an additional 60-month term.

**Benefits of the Sharp Agreement**

- On-site service for covered systems – all parts, labor & supplies
- Supplies for covered laser printers and copiers
- Installation and end-user training for new systems
- Print monitoring systems to capture print volumes automatically
- Flexible upgrades as business changes occur

**Estimated Savings Projection**

- Monthly Savings: \$577.80
- Annual Savings: \$6,933.60

**PREPARED BY:** Melissa Armstrong

**DATE PREPARED:** 05/9/2022



Access Systems, Inc.  
 1355 Sherman Rd.  
 Hiawatha, IA 52233  
 Phone: 319.294.6940  
[www.AccessSystems.com](http://www.AccessSystems.com)

**PROPOSED SOLUTION FOR:**  
**CITY OF TIPTON**

**EQUIPMENT PROPOSED**

Quantity	Model	Description
1	Sharp MX-6071	60 PPM B&W / 60 PPM Full-Color Workgroup Document System
1	Accessory	3-Hole Punch Unit
1	Accessory	Fax Expansion Kit
1	Accessory	Stand/2 x 550 + 2,100-sheet Split Tandem Paper Drawers
1	Accessory	1K Stacking 50-sheet Staple/Saddle Stitch Finisher
1	Accessory	Paper Pass Unit
1	Sharp MX-C407F	40 PPM Desktop Color Multi-Function Document System
1	Accessory	550-Sheet Tray

*Please see attached brochure or specification sheet for more details.*

**FINANCIAL OPTIONS**



Bundled Payment	Term
\$1,108.20	60

**MAINTENANCE AND SUPPLIES**

Your Bundled Payment includes the following:

- ✓ Lease Payment.
- ✓ All parts, labor, toner, and service calls.
- ✓ Up to **3,500 B&W** pages per month with additional B&W pages billed quarterly at **\$0.006** per page.
- ✓ Up to **14,000 Color** pages per month with additional Color pages billed quarterly at **\$0.035** per page.
- ✓ Up to **100 B&W** prints per month with additional B&W prints billed quarterly at **\$0.009** per print.
- ✓ Up to **100 Color** prints per month with additional Color prints billed quarterly at **\$0.08** per print.
- ✓ Guaranteed 4-hour response time (current average of 2.3 hours statewide)
- ✓ Quarterly account reconciliations and reviews.

**EXCLUDES: paper and staples.**

 <p>888-464-8770  <a href="http://www.AccessSystems.com">www.AccessSystems.com</a>  <a href="mailto:info@AccessSystems.com">info@AccessSystems.com</a></p>	
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FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between City of Tipton, Iowa ("Landlord"), whose address for the purpose of this Lease is 407 Lynn Street, Tipton, IA 52772 and Donald Lamp ("Tenant"), whose address for the purpose of this Lease is \_\_\_\_\_.

THE PARTIES AGREE AS FOLLOWS:

- 1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Cedar County, Iowa (the "Real Estate"):

A PARCEL OF LAND BEING A PART OF LOT ONE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND LOT C OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 3 WEST OF THE 5TH P.M., CEDAR COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, S 02°40'54"E, 2370.12 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF SAID NORTHEAST QUARTER ALSO BEING THE WEST LINE OF SAID LOT 1, S02°40'54"E, 254.35 FEET; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, ALSO BEING THE WEST LINE OF SAID LOT C, S02°10'03"E, 38.22 FEET; THENCE S60°03'13"E, 1177.49 FEET TO THE EAST LINE OF SAID LOT C; THENCE ALONG SAID LINE N01°52'21"W, 487.72 FEET; THENCE N68°54'16"W, 1090.80 FEET TO THE POINT OF BEGINNING. DESCRIBED LAND CONTAINS 8.95 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

and containing 8.95 total acres, more or less, with possession by Tenant for a term of 1 year(s) to commence retroactively May 1, 2022, and end on February 28, 2023. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

The following housing, building, and storage structures on the Real Estate are reserved to Landlord:

Table with 2 columns: STRUCTURE, PURPOSE. Row 1: none

- 2. RENT. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"): Total annual cash rent of \$2,100.00 payable, as follows: \$2,100.00 on November 1, 2022. All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of



Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0% Landlord 100% Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 100% Landlord 0% Tenant. Crop disaster payments shall be divided 100% Landlord 0% Tenant.

3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All machinery, inputs equipment, and labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. Tenant agrees to furnish, at Tenant's cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.
5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of any Natural Resource and Conservation Service



(NRCS) conservation plan and any other required environmental plans for the real estate. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate. Tenant shall investigate and report all broken or inoperative tile lines to Landlord. Repairs and maintenance of tile will be paid for by: Tenant. Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant may take any part of the aboveground part of a plant associated with a crop, at the time of harvest or after the harvest, until the farm tenancy terminates. Tenant may use these materials upon the Real Estate for grazing livestock managed by Tenant but shall protect the real estate and all trees, vines, and shrubbery from injury by Tenant's cropping operations or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government programs.

## 6. ENVIRONMENTAL.

### a. Landlord. To the best of Landlord's knowledge:

- i. Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii. No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.



- b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

**In the absence of selection of an alternative where choices are provided in this paragraph 6b, the choice of the words "may not" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.**

7. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
8. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$12.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real



Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes. Landlord retains the right to use or lease the Real Estate for hunting, fishing, or other recreational purposes, but such use shall not interfere with the regular operation of the farm and notice of entry shall be provided to Tenant three (3) days prior to entry for such purposes. Tenant may not use the Real Estate for hunting, fishing, or recreational purposes.

10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.
11. **REPAIRS.** Tenant shall maintain the fences on the Real Estate in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord. If a fence must be totally replaced Landlord will pay one-half of the labor.
12. **IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.
13. **WELL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the Real Estate.
14. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
15. **NO AGENCY.** Unless otherwise provided in writing, Tenant is not an agent of the Landlord.
16. **HOUSING.** This lease does not include any housing.
17. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
18. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
19. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
20. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa.
21. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
22. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to



any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

- 23. **CHOICE OF LAW.** This Lease shall be construed under the laws of the State of Iowa.
- 24. **INSURANCE/TAXES.** Landlord will pay all real estate taxes and maintain insurance on Landlord's interest in the Real Estate. Tenant shall insure its interest in the Real Estate and maintain liability insurance that names Landlord as an additional named insured.
- 25. **MEDIATION.** The parties agree to mediate any dispute prior to litigation.
- 26. **ADDITIONAL PROVISIONS.** See Addendum "A" attached hereto for additional provisions and Tenant obligations

DATED: \_\_\_\_\_.

TENANT:

LANDLORD:

\_\_\_\_\_  
Donald Lamp, Tenant

\_\_\_\_\_, City of Tipton,  
Iowa, Landlord

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF IOWA            )  
                                  )§  
COUNTY OF CEDAR       )

          This record was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

**CORPORATE ACKNOWLEDGMENT**

STATE OF IOWA            )  
                                  )§  
COUNTY OF CEDAR       )

          This record was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_ as \_\_\_\_\_ of City  
of Tipton, Iowa.

\_\_\_\_\_  
Signature of Notary Public

### Addendum "A"

1. Tenant shall not cross or travel on the runway or taxiway at any time except to access the areas between the runway and taxiway and in those circumstances tenant may cross the TAXIWAY only, and shall be responsible for clearing the taxiway of any and all mud, rocks, or other debris that are tracked onto the runway by said crossings.
2. Tenant shall not travel on taxiway with equipment due to the fact that mud/debris left on taxiway can be very hazardous to aircraft.
3. Any gates used to access airport property must be closed and locked at the end of each day.
4. Farm equipment, motor vehicles, bales, or similar items or "structures" shall never be left within 250 feet of the runways or within a 100' radius of the automated weather observation system equipment. (AWOS)
5. If any damage to airport equipment occurs it shall be reported to Airport Manager as soon as is it is practical to do so. If the Airport Manager cannot be contacted and notified within four (4) hours the City Manager or the Police Department must then be contacted.
6. Tenant may plant hay/alfalfa on any of the acres that are allowed to be row crop planted in their discretion. (If the land may be planted with corn or beans it may also be planted with alfalfa.)
7. Tenant shall spray weeds along all fence rows at least once annually and manage weed growth at all times.
8. Tenant recognizes that Aircraft always have the right-of-way. When farming in the areas off the end of the runways and in the area of the cross-wind runway the Tenant shall remain cognizant of the fact that aircraft may be approaching to land or take off. In that circumstance, the Tenant agrees to vacate those areas so as to not be a hazard to aircraft or self.
9. Tenant shall never leave equipment between the runway and taxiway and bales of hay shall be removed from said area as soon as possible.
10. The parties to this lease recognize that they may not agree on the exact acreage determinations set forth within the lease and acknowledge that the rental amount has been agreed to as a lump sum payment not tied to the actual acres.
11. The parties agree that the areas subject to this lease located between the runway and taxiway cannot be planted with beans, corn or another row crop. The parties further agree that the allowable alfalfa crop planted in those areas will need to be rotated, or killed off from time to time, so that a new alfalfa crop may be planted. Because row crop rotation is not allowed, the Landlord has agreed to waive the rent in those areas during planting seasons that an alfalfa crop is not growing. The plan being to kill off one of the three areas per year over a period of time, with the plan to plant a new alfalfa crop in the year following the year in which it was killed off and rotated with a different non row-crop planting/crop.
12. The parties further agree that Tenant shall provide Landlord with proof of liability insurance by delivery to the Landlord of a Certificate of Farm Liability Insurance showing liability coverage in the minimum amount of \$1,000,000.

13. To the extent the following provisions are not covered above, they shall also apply:

**720.10(1) Obstruction-free area.**

*a.* The following areas of the airport shall be free of any obstructions with the exception of operational and frangible equipment that is essential for operation of the airport:

- (1) Within 30 feet of runway edge markers along the entire length of a nonpaved runway.
- (2) Within 125 feet of the centerline of a paved runway.
- (3) Within 200 feet of the end of any paved runway.
- (4) In no case shall a building be closer than 50 feet from a prepared runway surface. If buildings are on both sides of a runway, they shall be no closer than 125 feet from the runway centerline.

*b.* An object of natural growth, terrain, or permanent or temporary construction within the areas listed in paragraph “*a*” of this subrule shall be removed by the sponsor.

*c.* The following areas of the airport shall be free of all agricultural activities (i.e., crops or farm equipment) in excess of 8 inches in height:

- (1) Within 50 feet of paved runway surfaces and 200 feet from paved runway ends.
- (2) Within 60 feet of a nonpaved runway centerline.
- (3) Within a 100-foot radius of automated weather observing system equipment.