

AGENDA ITEM:

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	11/21/22
AGENDA ITEM:	Discussion and possible action concerning the 2021-2022 Annual Financial Report
ACTION:	Motion to Approve, Deny or Table

SYNOPSIS: The Annual Financial Report is required to be filed with the Auditor of the State not later than December 1, 2022. The 2021-2022 Annual Financial Report is being completed by the City of Tipton auditors, Clifton Larson Allen.

PREPARED BY: Melissa Armstrong

DATE PREPARED: 11/14/2022

STATE OF IOWA 2022 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2022 CITY OF TIPTON, IOWA DUE: December 1, 2022	16201600700000 CITY OF TIPTON 407 Lynn Street TIPTON IA 52772-1633 POPULATION: 3149
--	---

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	1,786,942		1,786,942	1,757,403
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	1,786,942		1,786,942	1,757,403
Delinquent Property Taxes	0		0	0
TIF Revenues	322,549		322,549	308,726
Other City Taxes	412,563	0	412,563	384,492
Licenses and Permits	22,505	0	22,505	24,575
Use of Money and Property	36,843	30,663	67,506	413,324
Intergovernmental	1,937,733	261,519	2,199,252	3,009,787
Charges for Fees and Service	430,905	9,373,965	9,804,870	9,019,169
Special Assessments	1,513	0	1,513	1,513
Miscellaneous	133,953	781,997	915,950	1,124,799
Other Financing Sources	2,098,585	1,316,035	3,414,620	7,451
Transfers In	2,014,252	16,388	2,030,640	2,952,943
Total Revenues and Other Sources	7,184,091	11,764,179	18,948,270	19,004,182
Expenditures and Other Financing Uses				
Public Safety	1,301,895		1,301,895	1,392,643
Public Works	1,123,530		1,123,530	1,012,463
Health and Social Services	0		0	0
Culture and Recreation	754,147		754,147	780,172
Community and Economic Development	392,635		392,635	446,144
General Government	259,044		259,044	310,194
Debt Service	834,251		834,251	834,851
Capital Projects	1,496,841		1,496,841	1,988,734
Total Governmental Activities Expenditures	6,162,343	0	6,162,343	6,765,201
BUSINESS TYPE ACTIVITIES		11,770,246	11,770,246	10,324,724
Total All Expenditures	6,162,343	11,770,246	17,932,589	17,089,925
Other Financing Uses	1,344,016	686,624	2,030,640	
Transfers Out	1,344,016	686,624	2,030,640	2,952,943
Total All Expenditures/and Other Financing Uses	7,506,359	12,456,870	19,963,229	20,042,868
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	-322,268	-692,691	-1,014,959	-1,038,686
Beginning Fund Balance July 1, 2021	3,135,238	4,857,731	7,992,969	5,725,148
Ending Fund Balance June 30, 2022	2,812,970	4,165,040	6,978,010	4,686,462

NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds	Pension Trust Funds
Private Purpose Trust Funds	Agency Funds

Indebtedness at June 30, 2022		Indebtedness at June 30, 2022	
	Amount		Amount
General Obligation Debt	3,860,000	Other Long-Term Debt	7,813,400
Revenue Debt	1,432,000	Short-Term Debt	0
TIF Revenue Debt	0		
		General Obligation Debt Limit	10,237,149

CERTIFICATION

The foregoing report is correct to the best of my knowledge and belief

	Publication 11/16/2022
Signature of Preparer	
Printed name of Preparer	Phone Number
	Date Signed
Signature of Mayor or other City official (Name and Title)	

PLEASE PUBLISH THIS PAGE ONLY

REVENUE P2
CITY OF TIPTON
 REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2022
 NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section A - Taxes									
Taxes levied on property	1 1,077,275	468,148		241,519			1,786,942		1,786,942
Less: Uncollected Property Taxes - Levy Year	3						0		0
Net Current Property Taxes	4 1,077,275	468,148		241,519	0	0	1,786,942		1,786,942
Delinquent Property Taxes	5						0		0
Total Property Tax	6 1,077,275	468,148		241,519	0	0	1,786,942		1,786,942
TIF Revenues	7		322,549				322,549		322,549
Other City Taxes									
Utility Tax Replacement Excise Taxes	8						0		0
Utility Franchise Tax (Chapter 364-2, Code of Iowa)	9						0		0
Parimutuel Wager Tax	10						0		0
Gaming Wager Tax	11						0		0
Mobile Home Tax	12						0		0
Hotel / Motel Tax	13						0		0
Other Local Option Taxes	14	412,563					412,563		412,563
Total Other City Taxes	15 0	412,563		0	0	0	412,563		412,563
Section B - Licenses and Permits	16 22,505						22,505		22,505
Section C - Use of Money and Property	17								
Interest	18 3,059	3,394	674	1,195	4,314	418	13,054	16,207	29,261
Rents and Royalties	19 775						775	14,456	15,231
Other Miscellaneous Use of Money and Property	20 23,014						23,014		23,014
Total Use of Money and Property	21		674	1,195	4,314	418	36,843	30,663	67,506
Section D - Intergovernmental	22 26,848	3,394							
Federal Grants and Reimbursements	24								
Federal Grants	26 13,670				240,956		254,626	261,519	516,145
Community Development Block Grants	27						0		0
Housing and Urban Development	28						0		0
Public Assistance Grants	29						0		0
Payment in Lieu of Taxes	30						0		0
	31						0		0
	32						0		0
Total Federal Grants and Reimbursements	33 13,670	0		0	240,956	0	254,626	261,519	516,145
	34								
	35								
	36								
	37								
	38								
	39								
	40								
	41								
	42								
	43								
	44								
	45								
	46								
	47								
	48								
	49								
	50								
	51								
	52								
	53								
	54								
	55								
	56								
	57								
	58								
	59								
	60								
	61								
	62								
	63								
	64								
	65								
	66								
	67								
	68								
	69								
	70								
	71								
	72								
	73								
	74								
	75								
	76								
	77								
	78								
	79								
	80								
	81								
	82								
	83								
	84								
	85								
	86								
	87								
	88								
	89								
	90								
	91								
	92								
	93								
	94								
	95								
	96								
	97								
	98								
	99								
	100								

REVENUE P3
CITY OF TIPTON
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2022
NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section D - Intergovernmental - Continued	41									41
State Shared Revenues	43									43
Road Use Taxes	44	437,093					437,093		437,093	44
Other state grants and reimbursements	48									48
State grants	49	48,678	60,000		932,717		1,041,395		1,041,395	49
Iowa Department of Transportation	50	2,440					2,440		2,440	50
Iowa Department of Natural Resources	51									51
Iowa Economic Development Authority	52									52
CEBA grants	53									53
Commercial & Industrial Replacement Claim	54	54,190	12,707	6,052			72,949		72,949	54
	55									55
	56									56
	57									57
	58									58
	59									59
Total State	60	105,308	509,800	0	932,717	0	1,553,877	0	1,553,877	60
Local Grants and Reimbursements										
County Contributions	63	21,613					21,613		21,613	63
Library Service	64									64
Township Contributions	65									65
Fire/EMT Service	66	4,613	95,929				100,542		100,542	66
School Assessment	67	7,075					7,075		7,075	67
	68									68
	69									69
Total Local Grants and Reimbursements	70	33,301	95,929	0	0	0	129,230	0	129,230	70
Total Intergovernmental (Sum of lines 33, 60, and 70)	71	152,279	605,729	0	6,052	0	1,937,733	261,519	2,199,252	71
Section E - Charges for Fees and Service	72									72
Water	73							656,260	656,260	73
Sewer	74							821,544	821,544	74
Electric	75							4,784,752	4,784,752	75
Gas	76							2,179,306	2,179,306	76
Parking	77									77
Airport	78							19,850	19,850	78
Landfill/garbage	79							616,185	616,185	79
Hospital	80									80

REVENUE P4
CITY OF
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,
NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental through (f) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section E - Charges for Fees and Service - Continued									
Transit	81								81
Cable TV	82								0
Internet	83	19,329					19,329		19,329
Telephone	84						0		0
Housing Authority	85						0		0
Storm Water	86						0		0
Other:	87						0	103,089	103,089
Nursing Home	88								88
Police Service Fees	89						0		0
Prisoner Care	90						0		0
Fire Service Charges	91						0		0
Ambulance Charges	92						0		0
Sidewalk Street Repair Charges	93	248,597					248,597		248,597
Housing and Urban Renewal Charges	94						0		0
River Port and Terminal Fees	95						0		0
Public Scales	96						0		0
Cemetery Charges	97						0		0
Library Charges	98	19,365				4,050	23,415		23,415
Park, Recreation, and Cultural Charges	99						0		0
Animal Control Charges	100	139,564					139,564		139,564
PSF Health Insurance/Central Garage charges	101						0		0
	102						0	192,979	192,979
	103						0		0
Total Charges for Service	104	426,855	0	0	0	4,050	430,905	9,373,965	9,804,870
Section F - Special Assessments	106	1,513					1,513		1,513
Section G - Miscellaneous	107								
Contributions	108	39,448	6,627				46,075	2,073	48,148
Deposits and Sales/Fuel Tax Refunds	109	17,065					17,065	21,160	38,225
Sale of Property and Merchandise	110						0		0
Fines	111	512					512		512
Internal Service Charges	112						0	673,843	673,843
Miscellaneous	113	49,900	20,401				70,301	4,928	75,229
Aviation Fuel	114						0	20,251	20,251
Reimbursements	115						0	9,165	9,165
Refunding payment	116						0	50,577	50,577
	117						0		0
	118						0		0
	119						0		0
Total Miscellaneous	120	106,925	27,028	0	0	0	133,953	781,997	915,950
	121						0		0
	122						0		0

REVENUE P5
 CITY OF
 REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,
 NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Total All Revenues (Sum of lines 6, 7, 15, 16, 22, 71, 104, 106, and 120)	1,814,200	1,516,862	323,223	248,766	1,177,987	4,468	5,085,506	10,448,144	15,533,650	121
Section H - Other Financing Sources										123
Proceeds of capital asset sales							0	11,653	11,653	124
Proceeds of long-term debt (Excluding TIF internal borrowing)							0	1,280,016	1,280,016	125
Proceeds of anticipatory warrants or other short-term debt							0		0	126
Regular transfers in and interfund loans	1,303,699	551		462,947			1,767,197	16,388	1,783,585	127
Internal TIF loans and transfers in		127,598		119,457			247,055		247,055	128
Proceeds from insurance	84,333						84,333	7,978	92,311	129
							0		0	130
Total Other Financing Sources	1,388,032	128,149	0	582,404	0	0	2,098,585	1,316,035	3,414,620	131
Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)	3,202,232	1,645,011	323,223	831,170	1,177,987	4,468	7,184,091	11,764,179	18,948,270	132
Beginning Fund Balance July 1, 2021	778,635	552,015	156,326	181,640	1,354,452	112,170	3,135,238	4,857,731	7,992,969	134
Total Revenues and Other Financing Sources (Sum of lines 132 and 134)	3,980,867	2,197,026	479,549	1,012,810	2,532,439	116,638	10,319,329	16,621,910	26,941,239	136

EXPENDITURES Pg
CITY OF TIPTON
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2022
NON-GAAP/CASH BASIS

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental through (f) (g)	Proprietary (h)	Grand Total (Sum of col. (g), (h)) (i)	Line
Section A - Public Safety	1										1
Police Department/Crime Prevention	2	718,902						718,902		718,902	2
Jail	3										3
Emergency Management	4	418,159						418,159		418,159	4
Flood control	5										5
Fire Department	6	164,834						164,834		164,834	6
Ambulance	7										7
Building Inspections	8										8
Miscellaneous Protective Services	9										9
Animal Control	10										10
Other Public Safety	11										11
	12										12
	13										13
Total Public Safety	14	1,301,895	0		0		0	1,301,895		1,301,895	14
Section B - Public Works	15										15
Roads, Bridges, Sidewalks	16	308,324	428,152					736,476		736,476	16
Parking Meter and Off-Street	17										17
Street Lighting	18										18
Traffic Control Safety	19		4,909					4,909		4,909	19
Snow Removal	20		81,871					81,871		81,871	20
Highway Engineering	21										21
Street Cleaning	22		14,322					14,322		14,322	22
Airport (if not an enterprise)	23	11,937						11,937		11,937	23
Garbage (if not an enterprise)	24										24
Other Public Works	25										25
Public Works Administration	26	176,015				98,000		274,015		274,015	26
	27										27
Total Public Works	28	496,276	529,254		0	98,000	0	1,123,530		1,123,530	28
Section C - Health and Social Services	29										29
Welfare Assistance	30										30
City Hospital	31										31
Payments to Private Hospitals	32										32
Health Regulation and Inspections	33										33
Water, Air, and Mosquito Control	34										34
Community Mental Health	35										35
Other Health and Social Services	36										36
	37										37
	38										38
Total Health and Social Services	39	0	0		0	0	0	0		0	39
Section D - Culture and Recreation	40										40
Library Services	41	189,229						189,229		189,229	41
Museum, Band, Theater	42										42
Parks	43	41,144						41,144		41,144	43
Recreation	44	490,698						490,698		490,698	44
Cemetery	45	33,076						33,076		33,076	45
Community Center, Zoo, Marina, and Auditorium	46										46
Other Culture and Recreation	47										47
	48										48
	49										49
Total Culture and Recreation	50	754,147	0		0	0	0	754,147		754,147	50

EXPENDITURES P7
CITY OF
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued
NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section E - Community and Economic Development	51										51
Community beautification	52							0		0	52
Economic development	53	119,416	209,750					329,166		329,166	53
Housing and urban renewal	54							0		0	54
Planning and zoning	55							0		0	55
Other community and economic development	56							0		0	56
TIF Rebates	57			63,469				63,469		63,469	57
	58							0		0	58
Total Community and Economic Development	59	119,416	209,750	63,469	0	0	0	392,635		392,635	59
Section F - General Government	60										60
Mayor, Council and City Manager	61	15,737						15,737		15,737	61
Clerk, Treasurer, Financial Administration	62	128,695						128,695		128,695	62
Elections	63							0		0	63
Legal Services and City Attorney	64							0		0	64
City Hall and General Buildings	65	12,696						12,696		12,696	65
Tort Liability	66							0		0	66
Other General Government	67		101,916					101,916		101,916	67
	68							0		0	68
	69							0		0	69
Total General Government	70	157,128	101,916		0	0	0	259,044		259,044	70
Section G - Debt Service	71				834,251			834,251		834,251	71
	72							0		0	72
	73							0		0	73
Total Debt Service	74	0	0	0	834,251	0	0	834,251		834,251	74
Section H - Regular Capital Projects - Specify	75										75
Street Improvements	76					1,496,841		1,496,841		1,496,841	76
	77							0		0	77
Subtotal Regular Capital Projects	78	0	0	0	0	1,496,841	0	1,496,841		1,496,841	78
TIF Capital Projects - Specify	79										79
	80							0		0	80
	81							0		0	81
Subtotal TIF Capital Projects	82	0	0	0	0	0	0	0		0	82
Total Capital Projects	83	0	0	0	0	1,496,841	0	1,496,841		1,496,841	83
Total Governmental Activities Expenditures (Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)	84	2,828,862	840,920	63,469	834,251	1,594,841	0	6,162,343		6,162,343	84
	85										85

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"

EXPENDITURES P8
 CITY OF
 EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued
 NON-GAAP/CASH BASIS

Line	Item description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
87	Section I - Business Type Activities										87
88	Water - Current Operation								843,750	843,750	88
89	Capital Outlay								1,120	1,120	89
90	Debt Service									0	90
91	Sewer and Sewage Disposal - Current Operation								438,640	438,640	91
92	Capital Outlay								1,240,785	1,240,785	92
93	Debt Service								400,764	400,764	93
94	Electric - Current Operation								3,529,004	3,529,004	94
95	Capital Outlay								1,129,125	1,129,125	95
96	Debt Service								439,130	439,130	96
97	Gas Utility - Current Operation								1,843,438	1,843,438	97
98	Capital Outlay								573	573	98
99	Debt Service									0	99
100	Parking - Current Operation									0	100
101	Capital Outlay									0	101
102	Debt Service									0	102
103	Airport - Current Operation								55,001	55,001	103
104	Capital Outlay								278,912	278,912	104
105	Debt Service									0	105
106	Landfill/Garbage - Current operation								530,069	530,069	106
107	Capital Outlay								5,573	5,573	107
108	Debt Service									0	108
109	Hospital - Current Operation									0	109
110	Capital Outlay									0	110
111	Debt Service									0	111
112	Transit - Current Operation									0	112
113	Capital Outlay									0	113
114	Debt Service									0	114
115	Cable TV, Telephone, Internet - Current Operation									0	115
116	Capital Outlay									0	116
117	Housing Authority - Current Operation									0	117
118	Capital Outlay									0	118
119	Debt Service									0	119
120	Storm Water - Current Operation								76,921	76,921	120
121	Capital Outlay									0	121
122	Debt Service									0	122
123	Other Business Type - Current Operation									0	123
124	Capital Outlay									0	124
125	Debt Service									0	125
126	Internal Service Funds - Specify										126
127	PSF Health Insurance								119,417	119,417	127
128	Admin Services, Central Garage								838,024	838,024	128
129	Total Business Type Activities								11,770,246	11,770,246	129

EXPENDITURES P9
CITY OF TIPTON
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2022 -- Continued
NON-GAAP/CASH BASIS

Line	Item description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g) (i))	Line
130	Subtotal Expenditures (Sum of lines 84 and 129)	2,828,862	840,920	63,469	834,251	1,594,841	0	6,162,343	11,770,246	17,932,589	130
131	Section J - Other Financing Uses Including Transfers Out										131
132	Regular transfers out	339,160	757,801					1,096,961	686,624	1,783,585	132
133	Internal TIF loans/repayments and transfers out			247,055				247,055		247,055	133
134								0		0	134
135	Total Other Financing Uses	339,160	757,801	247,055	0	0	0	1,344,016	686,624	2,030,640	135
136	Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)	3,168,022	1,598,721	310,524	834,251	1,594,841	0	7,506,359	12,456,870	19,963,229	136
137	Ending fund balance June 30, :										137
138	Governmental:										138
139	Nonspendable						100,000	100,000		100,000	140
141	Restricted	57,671	1,174,584	169,025	194,206	937,598	16,638	2,549,722		2,549,722	141
142	Committed							0		0	142
143	Assigned	193,706						193,706		193,706	143
144	Unassigned	561,468	-576,279		-15,647			-30,458		-30,458	144
145	Total Governmental	812,845	598,305	169,025	178,559	937,598	116,638	2,812,970		2,812,970	145
146	Proprietary								4,165,040	4,165,040	146
147	Total Ending Fund Balance June 30,	812,845	598,305	169,025	178,559	937,598	116,638	2,812,970	4,165,040	6,978,010	147
148	Total Requirements (Sum of lines 136 and 147)	3,980,867	2,197,026	479,549	1,012,810	2,532,439	116,638	10,319,329	16,621,910	26,941,239	148

OTHER P10

Part III Intergovernmental Expenditures Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount.

Purpose	Amount paid to other local governments	
	Purpose	Amount paid to State
Correction	Highways	
Health	All other	
Highways		
Transit Subsidies		
Libraries		
Police protection		
Sewerage		
Sanitation		
All other		
Part IV		

Wages & Salaries Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID

Total Salaries and Wages Paid	Amount
Part V Debt Outstanding, Issued, and Retired	2,399,861

Transit subsidies

A. Long-Term Debt

Purpose	Debt During the Fiscal Year							Debt Outstanding JUNE 30, 2022		
	Line	Debt Outstanding JULY 1, 2021	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other	Interest Paid This Year	
Water Utility	1.									
Sewer Utility	2.	594,000		192,000			402,000		10,395	
Electric Utility	3.	1,425,000		395,000			1,030,000		43,630	
Gas Utility	4.									
Transit-Bus	5.									
Industrial Revenue	6.									
Mortgage Revenue	7.									
TIF Revenue	8.									
Other Purposes / Miscellaneous	9.	6,538,189	1,991,932	712,721				7,813,400	140,112	
GO	10.	4,595,000		735,000	3,860,000				95,991	
Parking	11.									
Airport	12.									
Stormwater	13.									
Section 108	14.									
Total Long-Term		13,152,189	1,991,932	2,034,721	3,860,000	0	1,432,000	7,813,400	290,128	

B. Short-Term Debt - Amount

Outstanding as of July 1, 2021	Amount
Outstanding as of JUNE 30, 2022	
Part VI DEBT LIMITATION FOR GENERAL OBLIGATIONS	
Actual valuation -- January 1, 2020	204,742,998
	x.0.5 = \$
	10,237,149.9

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2022

Type of asset	Amount			
	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other Funds (d)
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.	178,559			6,799,451
Total (e)				6,978,010

If you budget on a NON-GAAP CASH BASIS, the amount in the Total above SHOULD EQUAL the above summed amounts on the sheet All Funds P1: Ending fund balance, column C PLUS the amounts in the shaded Note area.

FY 23-24 Proposed Budget Schedule

S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa
JANUARY							FEBRUARY							MARCH						
1	2	3	4	5	6	7			1	1	2	3	4				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25
29	30	31					26	27	28					26	27	28	29	30	31	
		V-	S-	FS-	PF-	CT-			V-	S-	FS-	PF-	CT-			V-	S-	FS-	PF-	CT-
<div style="display: flex; justify-content: space-between; padding: 5px;"> Denotes the Holidays City Offices are Closed </div> <div style="display: flex; justify-content: space-between; padding: 5px;"> Regularly scheduled Council meetings </div> <div style="display: flex; justify-content: space-between; padding: 5px;"> Budget Workshop </div>																				

January 9th – Regular Council Meeting

January 23th – Regular Council Meeting (Set 1st public hearing for February 27 per SF634)

February 6th – Regular Council Meeting

February 8th – Publish 1st public hearing requirement per SF634, including City Website and City Facebook Pages (10/20-day requirement)

February 16th – Budget Workshop: Department heads present proposed FY 23-24 budgets

February 27th - Regular Council Meeting (Public hearing on maximum property tax dollars to certify for levy and approval of resolution (SF634). Council also sets the budget public hearing & the preliminary FY23-24 budget for March 20, 2023.

March 6th – Regular Council Meeting

March 8th – Publish the 2nd public hearing requirement for the notice of hearing on adoption of the FY23-24 Budget (10/20-day requirement)

March 20st - The public hearing and adoption of final budget resolution

March 31st - The state budget certification deadline.

AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	11/21/2022
AGENDA ITEM:	O'Rourke Motors request for TIF
ACTION:	Motion to approve, deny or table

SYNOPSIS:

Jerry O'Rourke DBA: O'Rourke Motors has requested assistance with infrastructure he is required to install for Electric Vehicle Charging Stations at his Ford dealership.

Asking the council to consider offering O'Rourke Motors an additional TIF rebates once his last annual tax rebate in the amount of \$12,870.00 is paid in FY24-25.

Consideration of offering \$15,000.00 per year for 3 years starting in FY 25-26. In doing so the city would also have to amend our current TIF district to make this new project TIF eligible and those costs (to the City) would be an additional \$6,000-\$8,000 in legal fees.

The TIF amendment must be completed before Jerry would start to incur the costs that the added rebates would be related to. The public process for that probably can't be completed until approximately March 2023.

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Approve, deny or table

ATTACHMENTS: None

PREPARED BY: Linda Beck

DATE PREPARED: 11/17/2022

AMENDMENT TO CONTRACT

THIS AMENDMENT TO CONTRACT is entered into effective this _____ day of _____, 2022, by and between the undersigned, City of Tipton, Iowa ("Tipton") and Clayton Energy Corporation ("Clayton").

WHEREAS, Tipton and Clayton entered into a certain Natural Gas Service Agreement dated effective the 1st day of April, 2015 (the "Agreement"); and

WHEREAS, Tipton and Clayton desire to amend the Agreement as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Article V "Compensation" shall be modified as follows.

The first paragraph of Article V entitled "Compensation" is hereby deleted and the following is inserted in its place:

"Clayton will be entitled to a monthly fee of One Thousand Nine Hundred Fifty dollars (\$1,950.00) for its services rendered in addition to any other amount(s) due under this Agreement. On each annual anniversary of the Agreement, such compensation as set forth in this Article shall be increased two percent (2%)."

2. Except as set forth above, the parties hereby ratify and reaffirm the terms and provisions of said Agreement.

[Remainder of this page intentionally left blank. Signature page follows.]

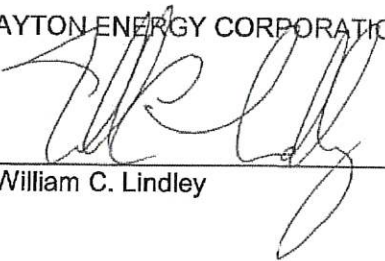
CITY OF TIPTON, IOWA

By: _____

Its: _____

_____ Date

CLAYTON ENERGY CORPORATION

By:  _____
William C. Lindley

_____ 11-11-22
Date

-----CONTRACTORS-----

City of Tipton Housing Rehabilitation Program Bid Letting City Hall – 10/12/22 – 11:00 a.m.	Aavantis Construction – Tipton	No other bids received.			
59 Mulberry Street (Lange) General Construction Bid →	\$29,175.00	Estimate: \$26,677.00	A Change Order will be processed to bring into compliance with allowable budget. CO will revise Project Total to \$21,425.00		
Lead-Safe Work Practices → Project Total (General + Lead-Safe Work)	\$ <u>500.00</u> \$29,675.00	\$ <u>500.00</u> \$27,177.00			
711 Sycamore (Phelps) General Construction Bid →	\$18,330.00	Estimate: \$22,790.00			
Lead-Safe Work Practices → Project Total (General + Lead-Safe Work)	\$ <u>500.00</u> \$18,830.00	\$ <u>500.00</u> \$23,290.00			

REQUEST FOR CHANGE ORDER - NO. 1

PROJECT _____

Owner: John Lange Contractor: Aavantis Construction
Address: 1359 Mulberry Street Address: 1120 Monroe Ave.
Tipton IA 52772 Tipton IA 52772

TYPE OF REQUEST _____

CHANGE IN SPECS

DECREASE IN CONTRACT AMOUNT \$8,250.00

REASON FOR REQUEST: Bid received is over allowable budget. Bid, items and costs were reviewed. In order to bring costs into compliance with allowable budget and begin project with required Change Order cushion, all parties agree to the following: Delete Exterior #2 – Siding – (\$8,250.00).

Original Contract Amount	\$ <u>29,675.00</u>
Decrease Amount	\$ <u>8,250.00</u>
Adjusted Contract Amount	\$ <u>21,425.00</u>

Contractor's Signature: _____ Date: _____

Inspector's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

City Signature: _____ Date: _____

PROJECT SPECIFICATIONS

JOHN LANGE
59 Mulberry Street
Tipton IA
Phone: 319-899-7523

(If you need access to property after Open House, please remember to phone homeowner first to schedule a time.)

Work on this property will require Lead-Safe Work Practices. Areas will be noted and work described. Contractor must provide verification of required class training certifications for all employees and sub-contractors who will be working on Lead Hazard Reduction activities.

(Please Note: Specs are printed double-sided)

GENERAL INSTRUCTIONS

1. All proposed work must be carried out in accordance with the Project Specifications and all applicable local codes. Where no local codes exist, local building practices will govern subject to the approval of the City of Tipton.
2. The contractor will secure all necessary permits with the City of Tipton.
3. Substitutions are welcomed, but must be approved in writing by the City of Tipton or an authorized representative.
4. Where the Contractor uncovers hidden expense during the course of the work, the contract price will be amended accordingly. All reasonable requests will be honored, as determined by the City of Tipton or authorized representative. CHANGE ORDERS MUST BE WRITTEN AND APPROVAL MUST BE SECURED BEFORE THE ADDITIONAL WORK IS UNDERTAKEN. All requests for change orders on extra work will be accompanied by material invoices and labor invoices.
5. The contractor must, before final payment, clean up and remove all rubbish and waste material from premises and leave the building "broom clean". All glass, woodwork and hardware must be left reasonably clean.
6. Faulty materials or workmanship will be rejected and must be corrected as directed.
7. Any questions regarding the scope of the proposed work or the specifications should be directed to the City of Tipton or contact Simmering-Cory. (641-357-7554).

PROPOSAL

The undersigned, in compliance with the instructions to bidders, having examined the proposed work, and being familiar with all conditions surrounding the construction including the availability of material and supplies, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the rehabilitation of the structure in accordance with the contract documents, within the time set forth herein, and material standards and construction methods as outlined in the Project Specifications, as the prices listed hereafter.

Completion time of the project shall be December 15, 2022.

CONTRACTOR TO FIGURE, FOR BIDDING PURPOSES, THE FOLLOWING ITEMS AND IF NECESSARY, CLARIFIED BY ADDITIONAL INFORMATION NOTED BELOW EACH ITEM. PLEASE BID EACH ITEM STATING THE AMOUNT FOR THAT ITEM IN THE SPACE PROVIDED.

PLEASE NOTE RECEIPT OF ADDENDA HERE K.C.

DIVISION I - EXTERIOR AMOUNT

I. ROOF

- Remove all old roof shingles, and dispose of properly. (NOTE: ROOF TO INCLUDE ALL ATTACHED PORCHES, ENTRYWAYS, ETC.).
- Contractor to figure the replacement of a minimum 4' x 8' x 5/16" OSB to replace the deteriorated roof sheathing or a OSB sheathing that matches the existing roof's proper thickness.
- Install self-adhesive ice and water barrier (Weather Watch, Ice Guard, or approved equals) on the bottom 3 feet of the roof edge and in all valleys and under the valley flashing.
- Cover the remaining roof areas with a minimum of #15 roofing felt.
- Apply new self-sealing shingle with a minimum of a 25 year warranty.
- Install all new valley and dormer flashings, vent and chimney flashings and pre-painted metal roof edgings.
- Install roof attic vents as necessary to meet the requirements of ventilation.
- If the OSB sheathing is not required, payment will be made according to alt. #1 bid.
- Owner to have choice of available shingle colors.

Type/Brand of Shingles Bid owens corning Duration (Contractor to provide warranty and manufacturer's installation instructions to inspector.)

NOTE: Take note of special instructions in Lead-Safe Work Practices Section. Costs for Lead-Safe Work Practices will be bid in that Section.

ROOF TOTAL WITH SHEATHING \$ 11,308

ALTERNATE #1: TOTAL WITHOUT SHEATHING \$ 6,750
(DO NOT ADD THIS COST IN WITH TOTAL BID AMOUNT)

If contractor does not provide Alternate cost, or a fair, reasonable cost without sheathing, Simmering-Cory will determine the cost based on area footage and current (average) sheathing cost.

2. SIDING

- Re-side house with white vinyl siding, as per manufacturer’s instructions, over existing siding. (If Owner wants a color siding and there is a cost difference, they have the option to pay that difference.)
- Install metal drip caps on all windows, doors and all other areas where metal drip cap flashings are necessary.
- Install a minimum of a 1/4” fanfold underlayment or approved equal.
- Siding shall be minimum .046 thickness with a limited lifetime warranty to be provided to the homeowner at the time of installation. Include all starter, J channels, post corners, under sill finish trims and finish trims at the top siding course.
- Properly install window and door flashings at the header, jambs and sills of all windows and doors.
- All caulks must be of matching color and good quality. Caulk around all exterior openings and gable ends.

NOTE: Take note of special instructions in Lead-Safe Work Practices Section. Costs for Lead-Safe Work Practices will be bid in that Section.

\$ 8,250

3. TRIM

- Contractor to cover all exposed trim (soffits, fascia, window/door trim, etc.).
- This will include building out any windows and doors for the proper installation of coil stock.
- Use a white aluminum coil stock.
- The joints must fit tightly with a minimum of caulk which is to be 100% silicone or urethane based.
- On soffits, use continuous vented soffit material.

NOTE: Take note of special instructions in Lead-Safe Work Practices Section. Costs for Lead-Safe Work Practices will be bid in that Section.

\$ 2,200

4. GUTTERING

- Install all new 5” K type 26-gauge aluminum (vinyl will not be permitted) pre-painted white rain guttering with all necessary down spouting.
- All newly installed downspout will have downspout extensions that are a minimum of 5 ft long and hinged so that they can be raised.

\$ 1,092

5. EXTERIOR DOOR - FRONT

- Contractor to figure the removal and disposal of the following existing entry door (removal shall include door, frame, and sill)
- Install a new insulated steel pre-hung w/frame and weather-stripping, with an adjustable threshold, new hardware, etc.

(Exterior Door continued on next page...)

DIVISION I – EXTERIOR (cont.)

AMOUNT

(Exterior Door continued from previous page...)

- With Owner’s choice, new door to be white in color or primed for Contractor to finish, as per manufacturer’s instructions, per Owner’s choice of color.
- Door must be ENERGY STAR certified door.

NOTE: Take note of special instructions in Lead-Safe Work Practices Section. Costs for Lead-Safe Work Practices will be bid in that Section.

\$ 875

6. DIRT FILL

- Provide dirt fill over any areas around the foundation that is showing bare soil. This does not include areas of grass, landscaping or flower beds.
- Dirt shall be clean and suitable for growth of grass.
- Grade as necessary to “blend” into the existing ground area.
- Seed area and water once (excluding in winter). Owner responsible to water and maintain after that.
- If close-out of project is during weather that prohibits the Contractor from seeding, Owner will be responsible to seed and maintain.

\$ 500

DIVISION I - EXTERIOR - TOTAL

\$ 24,235*

DIVISION II - INTERIOR

AMOUNT

IMPORTANT: Where noted - **“NOTE: Take note of special instructions in Lead-Safe Work Practices Section. Costs for Lead-Safe Work Practices will be bid in that Section.”** - after any Interior items, completion of these can only be done while the Owner is out of the house under Temporary Relocation requirements. It is within the rights, and is the responsibility, of the Contractor to change the locks or provide temporary locks on the house so that Owner will not be able to enter the property during this work period.

1. REPLACEMENT WINDOWS

- Replace windows in the following locations:
 - Living Room (3 single hung)
 - Front Bedroom (1 single hung, egress sized)
 - Rear Bedroom (1 single hung, egress sized)
 - Kitchen (1 single hung)
 - Bathroom (1 single hung)
 - Rear Entry (1 single hung)
- Unless noted, the contractor to have the choice of using a single or double-hung-style replacement window.
- The new windows to be Crestline, Wenco, Jeld-Wen or an approved equal.

(Replacement Windows continued on next page...)

DIVISION II – INTERIOR (cont.)

AMOUNT

(Replacement Windows continued from previous page. . .)

- Remove the sash and stops. Do not remove the jamb or sill.
- Install all finish trims. Apply stain/varnish or prime and paint as necessary for completed finish.
- Install new replacement windows according to the manufacturer’s guidelines.
- Insulate around the new replacement windows with fiberglass insulation or an expanded foam insulation.
- Caulk and seal the interior and exterior of the new replacement windows. All sealants to be of an approved matching color.

The following minimum specifications are required of the Replacement Windows:

- All windows will carry the United States Environmental Protection Agencies ENERGY STAR rating for the Northern Zone.
- All windows will carry the NFRC label sticker,
- All windows will meet / exceed the requirements of the attached WINDOW ENERGY EFFICIENCY and ENERGY STAR guidelines.
- All windows will have a mechanical operating system that is operational for the size of the replacement windows sash.
- The window will have a locking mechanism.
- On all windows, at a minimum, the bottom sash will be operational.
- A minimum of a fiber mesh half insect screen shall be included on the lower operational windows.
- The new replacement windows are to be approved before installation with a copy of the windows specification supplied to the Construction Inspector.

The following minimum specifications are required of the Egress Windows:

- Egress windows shall have a minimum net clear opening of 5.7 square feet. To visualize that area imaging an opening 2 feet wide by 3 feet high. (6 square feet, this is slightly larger than the requirement.)
- The minimum net clear opening height shall be 24 inches.
- The minimum net clear opening width shall be 20 inches.
- The finished sill height shall not be more than 44 inches from the floor.
- NOTE: These requirements refer to net clear opening, it’s not glass size, it is not rough opening. These are the minimum acceptable dimensions.

Brand of Replacement Windows Bid Jeld-wen - Single Hang and Slider

Type and Model of Windows Bid Single hang or Slider

NOTE: Take note of special instructions in Lead-Safe Work Practices Section. Costs for Lead-Safe Work Practices will be bid in that Section.

\$ 4,950

DIVISION II - INTERIOR - TOTAL

\$ 4,950 *

DIVISION III - LEAD-SAFE WORK PRACTICES

AMOUNT

EXTERIOR –

The items noted in Division I Exterior shall comply with the Lead-Safe Work Practices and does require ground cover under the work area a minimum of 10 feet wide and cover the ground 10 feet past the ends of all the work areas. The 6 mil ground cover must be secured tight to the structure walls and the edges secured to catch and contain all paint chips with 6 mil poly (Visqueen) minimum.

Dispose of all paint chips, dust and all other lead contaminated material in a safe method as is required by the Lead-Safe Work Practices. Disposal bags shall be sealed tight. Solid wall-type disposal containers must have tight fitting lids. During the work, the visqueen must be carefully folded and stored at the end of each work day in a lockable trailer or stored off work site.

INTERIOR – (Since it will be necessary that the Owner be temporarily relocated out of the house during the interior Lead-Safe Work Practices, it will be required that the Contractor do all interior Lead work consistently until completed.)

IMPORTANT: Where noted - "NOTE: Take note of special instructions in Lead-Safe Work Practices Section. Costs for Lead-Safe Work Practices will be bid in that Section." - after any Interior items, completion of these can only be done while the Owner is out of the house under Temporary Relocation requirements. It is within the rights, and is the responsibility, of the Contractor to change the locks or provide temporary locks on the house so that Owner will not be able to enter the property during this work period.

Lead-Safe Work Practices shall be covering the floor completely (each room) with 6 mil poly visqueen. Tape edges to the floor. Cover and seal the appliances (stove, refrigerator, microwave). Cover and seal all the kitchen cabinets. Cover all the counter tops and secure tight to walls. In other rooms, cover all furniture and seal tight. Cover all door openings tight. Cover window openings tight. Seal ducts in each room. After work is completed, visqueen shall carefully be removed from the rooms. Mop wash and vacuum areas thoroughly with a Hepa vacuum before clearance testing.

Any replacement of floor coverings would require the mop wash of the floors and stair steps and vacuumed completely with a Hepa vacuum before a clearance testing. Clearance testing will be completed by Inspector at all areas.

DIVISION III - LEAD-SAFE WORK PRACTICES - TOTAL

\$ 500

NOTE: BID LINE ITEMS AND TOTALS MUST BE DOCUMENTED IN PEN. Line item amounts and totals are to include all amounts associated with the work (i.e., dumpsters, contractor's profit, etc.) Do not write in any separate costs other than for each line item.

DIVISION TOTALS:

DIVISION I - EXTERIOR

\$ 24,225 *

DIVISION II - INTERIOR

\$ 4,950 *

REHAB TOTAL

\$ 29,175 (A) ✓

DIVISION III - LEAD-SAFE WORK PRACTICES TOTAL

\$ 500 (B) ✓

PROJECT TOTAL (Line A + Line B)

\$ 29,675 ✓

If the undersigned be notified of the acceptance of this proposal within 30 days of the time of the opening of bids, he agrees to execute the Project Documents consisting of: Construction Contract, Sub-Contractor Statement, Non-Collusion Statement, Pre-Construction Record, Notice to Proceed, Payment Requests, Change Orders, Owners Acceptance, Waiver of Liens, Anti-Kickback Statement, and Owner and Contractor Warranty Action Report, for the above stated compensation in the form of Contractor's Bid for Work to be Financed by Rehabilitation Grant or Loan within 7 days of such notification.

The undersigned further agrees, if this proposal be accepted, to enter into contract, furnish any and all bonds specified within 7 days of notification of such acceptance, and to complete the work in the number of days specified in the contract.

The undersigned understands that the City reserves the right to reject any or all proposals or to waive formality of technicality in any proposed in the interest of the owner.

FIRM NAME: Avantix Construction

BY: Kenneth Crook TITLE: owner

BUSINESS ADDRESS: 1120 Mansour Ave

CITY AND STATE: Tipton, IA, 52772

PHONE: 563-889-0029

OWNER'S ACKNOWLEDGMENT AND ACCEPTANCE OF ABOVE DOCUMENT
(To be signed by Homeowner at Pre-Construction Conference)

Name

Date

Window and Exterior Door Selection Guide

The following project requirements and best practices are based on information available from leading building science organizations and practitioners including Efficient Windows Collaborative, Building Science Corporation, and Department of Energy.

WINDOWS

Project Requirements – Window projects shall follow All requirements below.

- **Window Installation**
Window installation shall follow manufacturers' installation guidelines and use trained installers.
- **Window Energy Efficiency (source: Efficient Windows Collaborative)**
When replacing windows, projects must install ENERGY STAR certified windows meeting or exceeding the energy efficiency levels below.

U-factor (U-value)	Solar Heat Gain Coefficient (SHGC)	Air Leakage
Windows: $U \leq 0.27$	Windows: Any	Windows: $AL \leq 0.30$
Windows: $U = 0.28$	Windows: $SHGC \geq 0.32$	
Windows: $U = 0.29$	Windows: $SHGC \geq 0.37$	
Windows: $U = 0.30$	Windows: $SHGC \geq 0.42$	

- **Window Types Allowed:**
 - **Window Rehab:**
The rehabbing of windows shall follow the specifications and best practices identified by the Window Preservation Standards Collaborative, http://windowstandards.org/?page_id=159.
 - **New Windows:**
Vinyl windows are **NOT** allowed. The following window frame material types are allowed.
 - Composite
 - Fiberglass
 - Wood

Project Resources for Homeowners and Contractors:

- Iowa Windows Fact Sheet - https://www.efficientwindows.org/factsheets_existing/iowa.pdf
- Efficient Windows Collaborative - <https://www.efficientwindows.org/>
- Whole Building Design Guide - <https://www.wbdg.org/resources/windows-and-glazing>

DOORS

Project Requirements – Door projects shall follow All requirements below.

- **Door Installation**
Door installation shall follow manufacturers' installation guidelines and use trained installers.
- **Door Energy Efficiency**
When replacing doors, projects must install ENERGY STAR certified doors.
- **Door Safety**

Doors separating garage and home shall adhere to International Residential Code (IRC) 302.5.1.

PROJECT SPECIFICATIONS

**RANDY PHELPS
711 SYCAMORE
TIPTON, IA
Phone: 563-357-8575**

(If you need access to property after Open House, please remember to phone homeowner first to schedule a time.)

Work on this property will require Lead-Safe Work Practices. Areas will be noted and work described. Contractor must provide verification of required class training certifications for all employees and sub-contractors who will be working on Lead Hazard Reduction activities.

(Please Note: Specs are printed double-sided)

GENERAL INSTRUCTIONS

1. All proposed work must be carried out in accordance with the Project Specifications and all applicable local codes. Where no local codes exist, local building practices will govern subject to the approval of the City of Tipton.
2. The contractor will secure all necessary permits with the City of Tipton.
3. Substitutions are welcomed, but must be approved in writing by the City of Tipton or an authorized representative.
4. Where the Contractor uncovers hidden expense during the course of the work, the contract price will be amended accordingly. All reasonable requests will be honored, as determined by the City of Tipton or authorized representative. CHANGE ORDERS MUST BE WRITTEN AND APPROVAL MUST BE SECURED BEFORE THE ADDITIONAL WORK IS UNDERTAKEN. All requests for change orders on extra work will be accompanied by material invoices and labor invoices.
5. The contractor must, before final payment, clean up and remove all rubbish and waste material from premises and leave the building "broom clean". All glass, woodwork and hardware must be left reasonably clean.
6. Faulty materials or workmanship will be rejected and must be corrected as directed.
7. Any questions regarding the scope of the proposed work or the specifications should be directed to the City of Tipton or contact Simmering-Cory. (641-357-7554).

PROPOSAL

The undersigned, in compliance with the instructions to bidders, having examined the proposed work, and being familiar with all conditions surrounding the construction including the availability of material and supplies, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the rehabilitation of the structure in accordance with the contract documents, within the time set forth herein, and material standards and construction methods as outlined in the Project Specifications, as the prices listed hereafter.

Completion time of the project shall be December 15, 2022.

CONTRACTOR TO FIGURE, FOR BIDDING PURPOSES, THE FOLLOWING ITEMS AND IF NECESSARY, CLARIFIED BY ADDITIONAL INFORMATION NOTED BELOW EACH ITEM. PLEASE BID EACH ITEM STATING THE AMOUNT FOR THAT ITEM IN THE SPACE PROVIDED.

PLEASE NOTE RECEIPT OF ADDENDA HERE K.C.

DIVISION I - EXTERIOR AMOUNT

1. FOUNDATION

- On the north side and rear of the house, clean area and remove all grease, oil, peeling paint and any other deteriorated material.
- Slick surfaces must be roughened. Water-soaked surfaces must dry before material can be applied.
- Fill in any foundation cracks larger than a 1/4 of an inch with Bonding Cement.
- Apply bonding cement to the exterior surface at a rate of not less than 1/8 of an inch.

\$ 1,630.00

Per A1

2. EXTERIOR DOOR – REAR ENTRY (Special Order size). FRONT ENTRY, FRONT LIVING ROOM ENTRY

- Contractor to figure the removal and disposal of the following existing entry door (removal shall include door, frame, and sill)
- Install a new insulated steel pre-hung w/frame and weather-stripping, with an adjustable threshold, new hardware, etc.
- With Owner's choice, new door to be white in color or primed for Contractor to finish, as per manufacturer's instructions, per Owner's choice of color.
- Door must be ENERGY STAR certified door.

NOTE: Take note of special instructions in Lead-Safe Work Practices Section. Costs for Lead-Safe Work Practices will be bid in that Section.

\$ 1,750.00

DIVISION I – EXTERIOR (cont.)

AMOUNT

3. EXTERIOR STORM DOOR – ^{Per AL.} ~~REAR~~ (Special Order size) & FRONT DOOR

- Entry listed shall require the installation of a new combination storm door.
- Door to be of aluminum, vinyl or fiberglass construction.
- Door must be ENERGY STAR certified door.
- Door to be installed according to the manufacturer's directions.
- Door to include all necessary included hardware.

NOTE: Take note of special instructions in Lead-Safe Work Practices Section. Costs for Lead-Safe Work Practices will be bid in that Section.

\$ 4,500.00

4. DIRT FILL

- Provide dirt fill over any areas around the foundation that is showing bare soil. This does not include areas of grass, landscaping or flower beds.
- Dirt shall be clean and suitable for growth of grass.
- Grade as necessary to "blend" into the existing ground area.
- Seed area and water once (excluding in winter). Owner responsible to water and maintain after that.
- If close-out of project is during weather that prohibits the Contractor from seeding, Owner will be responsible to seed and maintain.

\$ 1,000.00

DIVISION I - EXTERIOR - TOTAL

\$ 4,830.00

DIVISION II - INTERIOR

AMOUNT

IMPORTANT: Where noted - "NOTE: Take note of special instructions in Lead-Safe Work Practices Section. Costs for Lead-Safe Work Practices will be bid in that Section." - after any Interior items, completion of these can only be done while the Owner is out of the house under Temporary Relocation requirements. It is within the rights, and is the responsibility, of the Contractor to change the locks or provide temporary locks on the house so that Owner will not be able to enter the property during this work period.

1. BASEMENT WINDOWS (4 windows)

- Remove and properly dispose of existing basement windows.
- Replace with new clad windows (sash, frames, glass, etc.) complete with insulated glass and screens.
- Paint all exposed wood to complete the installation as necessary.
- All windows to be in satisfactory operating condition with all standard hardware and weather seals.
- If exterior grade is above the window sill, install a window well with a rock fill that allows for proper drainage.

\$ 1,800.00

2. REPLACEMENT WINDOWS

- Replace windows in the following locations:
 - Front Porch (8 single hung)
 - Kitchen (1 stationary and 2 single hung)
 - Bathroom (1 single hung)
 - Music Room (2 single hung)
 - Living Room (2 single hung)
 - Rear Porch (3 single hung)
 - 2nd Floor (7 single hung, egress sized)
- Unless noted, the contractor to have the choice of using a single or double-hung-style replacement window.
- The new windows to be Crestline, Wenco, Jeld-Wen or an approved equal.
- Remove the sash and stops. Do not remove the jamb or sill.
- Install all finish trims. Apply stain/varnish or prime and paint as necessary for completed finish.
- Install new replacement windows according to the manufacturer's guidelines.
- Insulate around the new replacement windows with fiberglass insulation or an expanded foam insulation.
- Caulk and seal the interior and exterior of the new replacement windows. All sealants to be of an approved matching color.

The following minimum specifications are required of the Replacement Windows:

- All windows will carry the United States Environmental Protection Agencies ENERGY STAR rating for the Northern Zone.
- All windows will carry the NFRC label sticker,
- All windows will meet / exceed the requirements of the attached WINDOW ENERGY EFFICIENCY and ENERGY STAR guidelines.
- All windows will have a mechanical operating system that is operational for the size of the replacement windows sash.
- The window will have a locking mechanism.
- On all windows, at a minimum, the bottom sash will be operational.
- A minimum of a fiber mesh half insect screen shall be included on the lower operational windows.
- The new replacement windows are to be approved before installation with a copy of the windows specification supplied to the Construction Inspector.

The following minimum specifications are required of the Egress Windows:

- Egress windows shall have a minimum net clear opening of 5.7 square feet. To visualize that area imaging an opening 2 feet wide by 3 feet high. (6 square feet, this is slightly larger than the requirement.)
- The minimum net clear opening height shall be 24 inches.
- The minimum net clear opening width shall be 20 inches.
- The finished sill height shall not be more than 44 inches from the floor.
- NOTE: These requirements refer to net clear opening, it's not glass size, it is not rough opening. These are the minimum acceptable dimensions.

(Replacement Windows continued on next page . . .)

DIVISION II – INTERIOR (cont.)

AMOUNT

(Replacement Windows continued from previous page. . .)

Brand of Replacement Windows Bid Jeld-WEN

Type and Model of Windows Bid Single Hung

NOTE: Take note of special instructions in Lead-Safe Work Practices Section. Costs for Lead-Safe Work Practices will be bid in that Section.

\$ 11,700

DIVISION II - INTERIOR - TOTAL

\$ 13,500.00

DIVISION III - LEAD-SAFE WORK PRACTICES

AMOUNT

EXTERIOR – The items noted in Division I Exterior shall comply with the Lead-Safe Work Practices and does require ground cover under the work area a minimum of 10 feet wide and cover the ground 10 feet past the ends of all the work areas. The 6 mil ground cover must be secured tight to the structure walls and the edges secured to catch and contain all paint chips with 6 mil poly (Visqueen) minimum.

Dispose of all paint chips, dust and all other lead contaminated material in a safe method as is required by the Lead-Safe Work Practices. Disposal bags shall be sealed tight. Solid wall-type disposal containers must have tight fitting lids. During the work, the visqueen must be carefully folded and stored at the end of each work day in a lockable trailer or stored off work site.

INTERIOR – (Since it will be necessary that the Owner be temporarily relocated out of the house during the interior Lead-Safe Work Practices, it will be required that the Contractor do all interior Lead work consistently until completed.)

IMPORTANT: Where noted - “NOTE: Take note of special instructions in Lead-Safe Work Practices Section. Costs for Lead-Safe Work Practices will be bid in that Section.” - after any Interior items, completion of these can only be done while the Owner is out of the house under Temporary Relocation requirements. It is within the rights, and is the responsibility, of the Contractor to change the locks or provide temporary locks on the house so that Owner will not be able to enter the property during this work period.

Lead-Safe Work Practices shall be covering the floor completely (each room) with 6 mil poly visqueen. Tape edges to the floor. Cover and seal the appliances (stove, refrigerator, microwave). Cover and seal all the kitchen cabinets. Cover all the counter tops and secure tight to walls. In other rooms, cover all furniture and seal tight. Cover all door openings tight. Cover window openings tight. Seal ducts in each room. After work is completed, visqueen shall carefully be removed from the rooms. Mop wash and vacuum areas thoroughly with a Hepa vacuum before clearance testing.

Any replacement of floor coverings would require the mop wash of the floors and stair steps and vacuumed completely with a Hepa vacuum before a clearance testing. Clearance testing will be completed by Inspector at all areas.

DIVISION III - LEAD-SAFE WORK PRACTICES - TOTAL

\$ 500.00

NOTE: BID LINE ITEMS AND TOTALS MUST BE DOCUMENTED IN PEN. Line item amounts and totals are to include all amounts associated with the work (i.e., dumpsters, contractor's profit, etc.) Do not write in any separate costs other than for each line item.

DIVISION TOTALS:

DIVISION I - EXTERIOR

\$ 4,830.00*

DIVISION II - INTERIOR

\$ 13,500.00

REHAB TOTAL

\$ 18,330 (A) ✓

DIVISION III - LEAD-SAFE WORK PRACTICES TOTAL

\$ 500 (B) ✓

PROJECT TOTAL (Line A + Line B)

\$ 18,830 ✓

If the undersigned be notified of the acceptance of this proposal within 30 days of the time of the opening of bids, he agrees to execute the Project Documents consisting of: Construction Contract, Sub-Contractor Statement, Non-Collusion Statement, Pre-Construction Record, Notice to Proceed, Payment Requests, Change Orders, Owners Acceptance, Waiver of Liens, Anti-Kickback Statement, and Owner and Contractor Warranty Action Report, for the above stated compensation in the form of Contractor's Bid for Work to be Financed by Rehabilitation Grant or Loan within 7 days of such notification.

The undersigned further agrees, if this proposal be accepted, to enter into contract, furnish any and all bonds specified within 7 days of notification of such acceptance, and to complete the work in the number of days specified in the contract.

The undersigned understands that the City reserves the right to reject any or all proposals or to waive formality of technicality in any proposed in the interest of the owner.

FIRM NAME: A Avantis Construction

BY: Kenneth Crook TITLE: owner/President

BUSINESS ADDRESS: 1120 Monroe Ave

CITY AND STATE: Tipton, IA 52772

PHONE: 563-889-0029

OWNER'S ACKNOWLEDGMENT AND ACCEPTANCE OF ABOVE DOCUMENT
(To be signed by Homeowner at Pre-Construction Conference)

Date

Window and Exterior Door Selection Guide

The following project requirements and best practices are based on information available from leading building science organizations and practitioners including Efficient Windows Collaborative, Building Science Corporation, and Department of Energy.

WINDOWS

Project Requirements – Window projects shall follow All requirements below.

- **Window Installation**
Window installation shall follow manufacturers' installation guidelines and use trained installers.
- **Window Energy Efficiency (source: Efficient Windows Collaborative)**
When replacing windows, projects must install ENERGY STAR certified windows meeting or exceeding the energy efficiency levels below.

U-factor (U-value)	Solar Heat Gain Coefficient (SHGC)	Air Leakage
Windows: $U \leq 0.27$	Windows: Any	Windows: $AL \leq 0.30$
Windows: $U = 0.28$	Windows: $SHGC \geq 0.32$	
Windows: $U = 0.29$	Windows: $SHGC \geq 0.37$	
Windows: $U = 0.30$	Windows: $SHGC \geq 0.42$	

- **Window Types Allowed:**
 - **Window Rehab:**
The rehabbing of windows shall follow the specifications and best practices identified by the Window Preservation Standards Collaborative, http://windowstandards.org/?page_id=159.
 - **New Windows:**
Vinyl windows are **NOT** allowed. The following window frame material types are allowed.
 - Composite
 - Fiberglass
 - Wood

Project Resources for Homeowners and Contractors:

- Iowa Windows Fact Sheet - https://www.efficientwindows.org/factsheets_existing/iowa.pdf
- Efficient Windows Collaborative - <https://www.efficientwindows.org/>
- Whole Building Design Guide - <https://www.wbdg.org/resources/windows-and-glazing>

DOORS

Project Requirements – Door projects shall follow All requirements below.

- **Door Installation**
Door installation shall follow manufacturers' installation guidelines and use trained installers.
- **Door Energy Efficiency**
When replacing doors, projects must install ENERGY STAR certified doors.
- **Door Safety**

Doors separating garage and home shall adhere to International Residential Code (IRC) 302.5.1.

CITY OF TIPTON

407 Lynn Street
Tipton IA 52772
Phone: 563-886-6187

November 14, 2022

Ms. Joyce Brown
Iowa Economic Development Authority
1963 Bell Avenue
Des Moines IA 50315

RE: Contract #21-HSG-017 - Single Source Request

Dear Ms. Brown:

This letter is a request to secure IEDA's authorization of single source for Construction Contracts at 601 Lynn Street.

During the procurement process, several Invitations were mailed, a notice was published, and Clearinghouses notified. Only one contractor attended the Open House and his was the only bid received. During the bidding for two other projects within the last month, we only had one other interested contractor, but he did not bid. We have done extensive marketing for contractors and have had several conversations with the local contractors to promote the Program. In discussions with other contractors, we do not feel that we would have any more interest if we were to re-bid the project.

Enclosed please find a copy of the Bid Tabulation sheet with our estimate.

If you have questions regarding this request, please contact us.

Thank you for your consideration.

Sincerely,

Bryan Carney, Mayor
City of Tipton

-----CONTRACTORS-----

City of Tipton Housing Rehabilitation Program Bid Letting City Hall – 10/26/22 – 11:00 a.m.	Aavantis Construction - Tipton	No Other Bids Received			
601 Lynn Street (Fleming) General Construction Bid →	\$14,050.00	Estimate: \$14,098.00			
Lead-Safe Work Practices→	\$ 500.00	\$ 1,000.00			
Project Total (General + Lead-Safe Work)	\$14,550.00	\$15,098.00			

PROJECT SPECIFICATIONS

**GAIL FLEMING
601 LYNN STREET
TIPTON, IA
Phone: 563-886-2490**

(If you need access to property after Open House, please remember to phone homeowner first to schedule a time.)

Work on this property will require Lead-Safe Work Practices. Areas will be noted and work described. Contractor must provide verification of required class training certifications for all employees and sub-contractors who will be working on Lead Hazard Reduction activities.

(Please Note: Specs are printed double-sided)

GENERAL INSTRUCTIONS

1. All proposed work must be carried out in accordance with the Project Specifications and all applicable local codes. Where no local codes exist, local building practices will govern subject to the approval of the City of Tipton.
2. The contractor will secure all necessary permits with the City of Tipton.
3. Substitutions are welcomed, but must be approved in writing by the City of Tipton or an authorized representative.
4. Where the Contractor uncovers hidden expense during the course of the work, the contract price will be amended accordingly. All reasonable requests will be honored, as determined by the City of Tipton or authorized representative. CHANGE ORDERS MUST BE WRITTEN AND APPROVAL MUST BE SECURED BEFORE THE ADDITIONAL WORK IS UNDERTAKEN. All requests for change orders on extra work will be accompanied by material invoices and labor invoices.
5. The contractor must, before final payment, clean up and remove all rubbish and waste material from premises and leave the building "broom clean". All glass, woodwork and hardware must be left reasonably clean.
6. Faulty materials or workmanship will be rejected and must be corrected as directed.
7. Any questions regarding the scope of the proposed work or the specifications should be directed to the City of Tipton or contact Simmering-Cory. (641-357-7554).

PROPOSAL

The undersigned, in compliance with the instructions to bidders, having examined the proposed work, and being familiar with all conditions surrounding the construction including the availability of material and supplies, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the rehabilitation of the structure in accordance with the contract documents, within the time set forth herein, and material standards and construction methods as outlined in the Project Specifications, as the prices listed hereafter.

Completion time of the project shall be by May 31, 2023.

CONTRACTOR TO FIGURE, FOR BIDDING PURPOSES, THE FOLLOWING ITEMS AND IF NECESSARY, CLARIFIED BY ADDITIONAL INFORMATION NOTED BELOW EACH ITEM. PLEASE BID EACH ITEM STATING THE AMOUNT FOR THAT ITEM IN THE SPACE PROVIDED.

PLEASE NOTE RECEIPT OF ADDENDA HERE K.C.

<u>DIVISION I - EXTERIOR</u>	<u>AMOUNT</u>
------------------------------	---------------

1. SIDING

- Remove the existing siding and install 5/8 4x8 insulation board complete with house wrap with seams taped.
- Re-side house with white vinyl siding, as per manufacturer's instructions, over existing siding.
- Contractor to install window flashing on all windows. Flashing should extend past the window nail flanges. The width of the flashing must allow for the diversion of water.
- Install metal drip caps on all windows, doors and all other areas where metal drip cap flashings are necessary.
- Siding shall be minimum .046 thickness with a limited lifetime warranty to be provided to the homeowner at the time of installation. Include all starter, J-channels, post corners, under sill finish trims and finish trims at the top siding course.
- Properly install window and door flashings at the header, jambs and sills of all windows and doors.
- All caulks must be of matching color and good quality. Caulk around all exterior openings and gable ends.

NOTE: Take note of special instructions in Lead-Safe Work Practices Section. Costs for Lead-Safe Work Practices will be bid in that Section.

\$ 11,800.00

Alternate #1: Exterior Siding Paint - \$

(DO NOT ADD THIS COST IN WITH TOTAL BID AMOUNT)

- *Scrub siding with a solution of bleach, TSP and water.*
- *Prime Aluminum siding with acrylic metal primer.*
- *Paint with Aluminum siding paint according to manufacturer's recommendations.*

DIVISION I – EXTERIOR (cont.)

AMOUNT

2. GUTTERING

- Install all new 5" K type 26-gauge aluminum (vinyl will not be permitted) pre-painted white rain guttering with all necessary down spouting.
- All newly installed downspout will have downspout extensions that are a minimum of 5 ft long.
- Extensions will be hinged so that they can be raised.
- NOTE: At the rear of the structure on the inside roof corner, Contractor to install a roof rain diverter so that roof run-off will not overrun the gutter.

\$ 1,350.00

3. FRONT STEP

- Remove and properly dispose of the front wood step.
- A stairway will be constructed. The stairway stringers will be 3 stringers constructed out of treated lumber. The stringers will be attached to the top band joist of the deck with a minimum of four 1/2x3 inch lag screws. The bottom will be attached to treated 4x4 posts set in cement holes a minimum of 40 inches under ground level.
- Railing will be constructed on the steps. This is to be of .40 treated lumber; 2 x 2 balusters, with 2 x 4 top railing approx. 36" high. Bottom rail of 2 x 4 should be above the floor approx. 3" to allow escape of water.
- Contractor to add 2x2 treated balusters to the existing handrail on the deck.

\$ 400.00

4. DIRT FILL

- Provide dirt fill over any areas around the foundation that is showing bare soil. This does not include areas of grass, landscaping or flower beds.
- Dirt shall be clean and suitable for growth of grass.
- Grade as necessary to "blend" into the existing ground area.
- Seed area and water once (excluding in winter). Owner responsible to water and maintain after that.
- If close-out of project is during weather that prohibits the Contractor from seeding, Owner will be responsible to seed and maintain.

\$ 50

DIVISION I - EXTERIOR – TOTAL

\$ 1,300.00*

DIVISION II - INTERIOR

AMOUNT

IMPORTANT: Where noted - “NOTE: Take note of special instructions in Lead-Safe Work Practices Section. Costs for Lead-Safe Work Practices will be bid in that Section.” - after any Interior items, completion of these can only be done while the Owner is out of the house under Temporary Relocation requirements. It is within the rights, and is the responsibility, of the Contractor to change the locks or provide temporary locks on the house so that Owner will not be able to enter the property during this work period.

1. REPLACEMENT WINDOWS

- Replace windows in the following locations:
 - Bathroom (1 window)
- Unless noted, the contractor to have the choice of using a single or double-hung-style replacement window.
- The new windows to be Crestline, Wenco, Jeld-Wen or an approved equal.
- Remove the sash and stops. Do not remove the jamb or sill.
- Install all finish trims. Apply stain/varnish or prime and paint as necessary for completed finish.
- Install new replacement windows according to the manufacturer’s guidelines.
- Insulate around the new replacement windows with fiberglass insulation or an expanded foam insulation.
- Caulk and seal the interior and exterior of the new replacement windows. All sealants to be of an approved matching color.

The following minimum specifications are required of the Replacement Windows:

- All windows will carry the United States Environmental Protection Agencies ENERGY STAR rating for the Northern Zone.
- All windows will carry the NFRC label sticker,
- All windows will meet / exceed the requirements of the attached WINDOW ENERGY EFFICIENCY and ENERGY STAR guidelines.
- All windows will have a mechanical operating system that is operational for the size of the replacement windows sash.
- The window will have a locking mechanism.
- On all windows, at a minimum, the bottom sash will be operational.
- A minimum of a fiber mesh half insect screen shall be included on the lower operational windows.
- The new replacement windows are to be approved before installation with a copy of the windows specification supplied to the Construction Inspector.

Brand of Replacement Windows Bid Jeld-Wen

Type and Model of Windows Bid single hung

NOTE: Take note of special instructions in Lead-Safe Work Practices Section. Costs for Lead-Safe Work Practices will be bid in that Section.

\$ 450.00

DIVISION II - INTERIOR - TOTAL

\$ 450.00 *

DIVISION III - LEAD-SAFE WORK PRACTICES

AMOUNT

EXTERIOR – The items noted in Division I Exterior shall comply with the Lead-Safe Work Practices and does require ground cover under the work area a minimum of 10 feet wide and cover the ground 10 feet past the ends of all the work areas. The 6 mil ground cover must be secured tight to the structure walls and the edges secured to catch and contain all paint chips with 6 mil poly (Visqueen) minimum.

Dispose of all paint chips, dust and all other lead contaminated material in a safe method as is required by the Lead-Safe Work Practices. Disposal bags shall be sealed tight. Solid wall-type disposal containers must have tight fitting lids. During the work, the visqueen must be carefully folded and stored at the end of each work day in a lockable trailer or stored off work site.

INTERIOR – (Since it will be necessary that the Owner be temporarily relocated out of the house during the interior Lead-Safe Work Practices, it will be required that the Contractor do all interior Lead work consistently until completed.)

IMPORTANT: Where noted - "NOTE: Take note of special instructions in Lead-Safe Work Practices Section. Costs for Lead-Safe Work Practices will be bid in that Section." - after any Interior items, completion of these can only be done while the Owner is out of the house under Temporary Relocation requirements. It is within the rights, and is the responsibility, of the Contractor to change the locks or provide temporary locks on the house so that Owner will not be able to enter the property during this work period.

Lead-Safe Work Practices shall be covering the floor completely (each room) with 6 mil poly visqueen. Tape edges to the floor. Cover and seal the appliances (stove, refrigerator, microwave). Cover and seal all the kitchen cabinets. Cover all the counter tops and secure tight to walls. In other rooms, cover all furniture and seal tight. Cover all door openings tight. Cover window openings tight. Seal ducts in each room. After work is completed, visqueen shall carefully be removed from the rooms. Mop wash and vacuum areas thoroughly with a Hepa vacuum before clearance testing.

Any replacement of floor coverings would require the mop wash of the floors and stair steps and vacuumed completely with a Hepa vacuum before a clearance testing. Clearance testing will be completed by Inspector at all areas.

DIVISION III - LEAD-SAFE WORK PRACTICES - TOTAL \$ _____

NOTE: BID LINE ITEMS AND TOTALS MUST BE DOCUMENTED IN PEN. Line item amounts and totals are to include all amounts associated with the work (i.e., dumpsters, contractor's profit, etc.) Do not write in any separate costs other than for each line item.

DIVISION TOTALS:

DIVISION I - EXTERIOR

\$ 13,600.00*

DIVISION II - INTERIOR

\$ 450.00*

REHAB TOTAL

\$ 14,050.00(A)

DIVISION III - LEAD-SAFE WORK PRACTICES TOTAL

\$ 500.00(B)

PROJECT TOTAL (Line A + Line B)

\$ 14,550.00 ✓

If the undersigned be notified of the acceptance of this proposal within 30 days of the time of the opening of bids, he agrees to execute the Project Documents consisting of: Construction Contract, Sub-Contractor Statement, Non-Collusion Statement, Pre-Construction Record, Notice to Proceed, Payment Requests, Change Orders, Owners Acceptance, Waiver of Liens, Anti-Kickback Statement, and Owner and Contractor Warranty Action Report, for the above stated compensation in the form of Contractor's Bid for Work to be Financed by Rehabilitation Grant or Loan within 7 days of such notification.

The undersigned further agrees, if this proposal be accepted, to enter into contract, furnish any and all bonds specified within 7 days of notification of such acceptance, and to complete the work in the number of days specified in the contract.

The undersigned understands that the City reserves the right to reject any or all proposals or to waive formality of technicality in any proposed in the interest of the owner.

FIRM NAME: Avantis Construction

BY: Kenneth Crock TITLE: _____

BUSINESS ADDRESS: 1120 Monroe Ave

CITY AND STATE: Tipton, IA. 52772

PHONE: 563-889-0029

OWNER'S ACKNOWLEDGMENT AND ACCEPTANCE OF ABOVE DOCUMENT
(To be signed by Homeowner at Pre-Construction Conference)

Gail Fleming

Date

Window and Exterior Door Selection Guide

The following project requirements and best practices are based on information available from leading building science organizations and practitioners including Efficient Windows Collaborative, Building Science Corporation, and Department of Energy.

WINDOWS

Project Requirements – Window projects shall follow All requirements below.

- **Window Installation**
Window installation shall follow manufacturers' installation guidelines and use trained installers.
- **Window Energy Efficiency (source: Efficient Windows Collaborative)**
When replacing windows, projects must install ENERGY STAR certified windows meeting or exceeding the energy efficiency levels below.

U-factor (U-value)	Solar Heat Gain Coefficient (SHGC)	Air Leakage
Windows: $U \leq 0.27$	Windows: Any	Windows: $AL \leq 0.30$
Windows: $U = 0.28$	Windows: $SHGC \geq 0.32$	
Windows: $U = 0.29$	Windows: $SHGC \geq 0.37$	
Windows: $U = 0.30$	Windows: $SHGC \geq 0.42$	

- **Window Types Allowed:**
 - **Window Rehab:**
The rehabbing of windows shall follow the specifications and best practices identified by the Window Preservation Standards Collaborative, http://windowstandards.org/?page_id=159.
 - **New Windows:**
Vinyl windows are **NOT** allowed. The following window frame material types are allowed.
 - Composite
 - Fiberglass
 - Wood

Project Resources for Homeowners and Contractors:

- Iowa Windows Fact Sheet - https://www.efficientwindows.org/factsheets_existing/iowa.pdf
- Efficient Windows Collaborative - <https://www.efficientwindows.org/>
- Whole Building Design Guide - <https://www.wbdg.org/resources/windows-and-glazing>

DOORS

Project Requirements – Door projects shall follow All requirements below.

- **Door Installation**
Door installation shall follow manufacturers' installation guidelines and use trained installers.
- **Door Energy Efficiency**
When replacing doors, projects must install ENERGY STAR certified doors.
- **Door Safety**

Doors separating garage and home shall adhere to International Residential Code (IRC) 302.5.1.

OWNER-OCCUPIED REHABILITATION PROGRAM CONTRACT

The Parties of this Contract:

_____ hereinafter referred to as the "OWNER"

ADDRESS:

Tipton IA 52772

City of Tipton, hereinafter referred to as the "CITY"

ADDRESS:

407 Lynn Street

Tipton IA 52772

_____ hereinafter referred to as the "CONTRACTOR"

ADDRESS:

GENERAL CONDITIONS

- 1.) Each Bid and Proposal for the project shall be opened at the date and time specified in the Invitation to Bid and shall be an irrevocable and continuing Bid and Proposal, which the CITY may accept for a thirty (30) day period from said date and time.
- 2.) The Bid and Proposal shall be accepted by the CITY and OWNER upon approval of Program funds from the CITY. If such Program funds are not approved, the entire Bid and Proposal is null and void. The CITY has retained Simmering-Cory, as Program Administrator to provide assistance in the administration of this contract.
- 3.) The CITY is obligated to issue a Notice to Proceed within thirty (30) days from the acceptance of the CONTRACTOR'S Bid and Proposal unless a later time is established and agreed upon between CITY, OWNER and CONTRACTOR. No work shall be commenced by the CONTRACTOR until he/she has received such notice. If the Notice to Proceed is not received by the CONTRACTOR by the agreed upon time, if later than the thirty (30) days, the CONTRACTOR has the option of withdrawing his/her Bid and Proposal.
- 4.) The CONTRACTOR shall commence work within seven (7) days after issuance of the Notice to Proceed unless a later time is established and agreed upon between CITY, OWNER and CONTRACTOR and shall be documented on Notice to Proceed document.
- 5.) The CONTRACTOR shall satisfactorily complete all work by _____ unless an extension is granted by the CITY in the form of a written change order, or a stop work order is issued by the CITY to the CONTRACTOR.

6.) Payment under this Contract shall be:

Progress payments shall be made based on the percentage of work items completed, with an amount not to exceed twenty percent (20%) withheld until such time all work is completed, inspected and approved by the CITY's Rehabilitation Inspector and the OWNER, and authorization of payment is made by Program Administrator. Requests for progress payments and final payment shall be made by using the standard forms provided by the CITY and no payments shall be disbursed until all required lien waivers and manufacturer's warranties have been delivered by the CONTRACTOR to the CITY or its Program Administrator. Payments will not be made for materials stored on or off site.

7.) Measurements stated in the Project Specifications or Drawings, if applicable, are only approximate. The CONTRACTOR is responsible for making exact measurements to assure that the specific items called for in the Project Specifications or Drawings (if applicable) will be completely provided for. The intent of the Project Specifications and Drawings (if applicable) is to serve as guidelines and any omissions in the description of the workmanship does not relieve the CONTRACTOR of delivering a completed project in a workmanlike manner, in accordance with generally accepted practices.

8.) The CONTRACTOR shall be required and agrees to:

a.) furnish evidence of the following minimum insurance coverage and limits:

<u>Class of Coverage</u>	<u>Bodily Injury</u>	<u>Property Damage</u>
Manufacturers' and contractors	\$300,000/\$500,000	\$300,000
Independent Contractors	\$300,000/\$500,000	\$300,000
Product (including completed operations)	\$300,000/\$500,000	\$300,000
Automobile (owned/hired/or leased)	\$100,000	\$ 50,000
Worker's Compensation	Statutory	

The CONTRACTOR shall submit a Certificate of Insurance Coverage to the CITY for approval and no cancellation or change in coverage shall be permitted without a written notice of such change or cancellation, which must be presented to the CITY ten (10) days prior to any such alteration. If coverage is due to expire during the contract period, a new Certification of Coverage shall be presented to the CITY.

b.) Obtain and pay for all permits and licenses necessary for the execution and completion of the work and labor to be performed.

c.) Perform all work in accordance with the Project Specifications and Drawings (if applicable). Where the Project Specifications or Drawings (if applicable) are silent or ambiguous, the CONTRACTOR shall immediately contact the CITY for appropriate direction or instructions. If the Project Specifications or Drawings (if applicable) conflict with local codes or ordinances, the more stringent requirement shall apply. The rehabilitation of residential structures with assistance provided under this Contract is subject to Title IV of the Lead Based Paint Poisoning Prevention Act (42 USC 4831) as implemented through regulations contained in 24 CFR, Part 35, "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in

Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule” and CONTRACTOR agrees to comply with such regulations. Only first class materials shall be used, unless otherwise specified.

d.) All contracts in excess of \$10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375, as amended: “During the performance of this Contract, the CONTRACTOR agrees as follows:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The CONTRACTOR will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the CONTRACTOR'S commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of said notice in conspicuous places available to employees and applicants for employment.

(4) The CONTRACTOR shall comply with all provisions of Executive Order 11246 of September 24, 1965, and with the rules, regulations and relevant orders of the Secretary of Labor.

(5) The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, regulations and orders of the Secretary of Labor pursuant thereto, and will permit access to his/her books, records and accounts by the CITY, Secretary of Labor, Department of Economic Development, and the Secretary of Housing and Urban Development for purposes of investigation to ascertain compliance with relevant rules, regulations and orders.

(6) In the event of noncompliance on the part of the CONTRACTOR with the nondiscrimination clause of this Contract or with any such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive

Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The CONTRACTOR will include the provisions of items (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. He/she shall further take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

e.) The CONTRACTOR shall comply with the Age Discrimination Act of 1975 (as amended, 42 U.S.C. 6101 et seq.) This act provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

f.) The CONTRACTOR shall comply with The Americans with Disabilities Act. This act guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications

g.) The CONTRACTOR shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that are removed and replaced as part of the work shall belong to the CONTRACTOR, unless other arrangements are made and approved by the CITY.

h.) The CONTRACTOR shall not assign or modify this Contract without written consent from the OWNER and the CITY. Such a request shall be made in writing and shall be addressed to the CITY.

i.) The CONTRACTOR shall guarantee the work performed for a minimum period of one (1) year from the date of final acceptance. The CONTRACTOR shall furnish the OWNER, in care of the CITY all manufacturer's and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.

j.) The CONTRACTOR shall permit the CITY to examine and inspect the work on a continuing basis.

9.) The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work, including access authorization; the removal and replacement of rugs, coverings and furniture, as required and upon request by the CONTRACTOR; to make choices of shingle colors, paint colors, floor coverings (under allowance price), Formica colors, etc., in a timely manner so as not to hinder the progress of the work.

10.) The premises shall be occupied during the course of the work under this Contract with the exception of any time-frame specified to conduct lead-hazard reduction activities at which time

the OWNER may be temporarily relocated. The OWNER will cooperate with the CONTRACTOR to facilitate the performance of the work.

11.) The CONTRACTOR will defend, indemnify and hold harmless the OWNER, the CITY, its Program Administrator, and its officers, commissioners and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any of the CONTRACTOR'S actions under this Contract.

12.) The CONTRACTOR shall protect, defend and indemnify the OWNER from any claims for unpaid work, labor or materials. Payment shall not be due the CONTRACTOR until he/she has delivered to the CITY complete release of all liens arising out of this contract or receipts in full, covering all labor and materials from which a lien could be filed satisfactory to the OWNER, and the CITY, all to the satisfaction of the CITY.

13.) No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted by OWNER, and approved by the CITY. Any changes made this Contract without obtaining such approval shall be the CONTRACTOR'S liability. No work shall be done until written change orders are executed and signed.

14.) None of the following representatives of the CITY – elected officials, City Administrator/Manager, City Clerk, or employees who works directly with a component of the Program - shall have any interest in this Contract.

15.) The Contract consists of the following (if applicable):

1. Invitation to Bid
2. General Conditions
3. Contractor's Bid
4. Notice of Award
5. Notice to Proceed

and the following documents incorporated herein by reference and identified as follows:

PROJECT SPECIFICATIONS
DRAWINGS (if applicable)

16.) Grievance and Dispute Resolution

Step 1: Any grievances or disputes arising between the OWNER and the CONTRACTOR will initially be mediated by the CITY's Program Administrator and/or Rehabilitation Inspector. It is the grieving (or disputing) party's obligation to contact the CITY's Program Administrator and/or Rehabilitation Inspector with a detailed account of the issue(s) comprising the grievance or dispute. The Program Administrator and/or Rehabilitation Inspector will make a determination of resolution on the issue(s) brought to their attention and convey to both the OWNER and the CONTRACTOR a course of action to be taken, in what time frame, and by whom.

Step 2: Should either party contest the CITY's Program Administrator's and/or Rehabilitation Inspector's initial decision, a request for an appeal hearing by the CITY's Rehabilitation Committee may be made. This request must be made in writing. The CITY's Rehabilitation Committee will set a date, time and place for this appeal hearing and notify the parties of same.

The Rehabilitation Committee will make their determination at, or shortly after, their meeting and convey their determination of resolution to the issue(s) raised, in writing, to both parties. The Rehabilitation Committee's determination will convey to both parties a course of action to be taken, in what time frame, and by whom.

Step 3: Should either party contest the Rehabilitation Committee's decision, a request to appeal this decision may be made to the CITY's governing body (Mayor and City Council). The decision of the CITY's governing body will be conveyed, in writing, to both parties. The governing body's determination will convey a course of action to be taken, in what time frame, and by whom. The decision of the CITY's governing body will be final and binding on all parties.

Step 4: In the event that the grievance or dispute remains unresolved to the satisfaction of either party, the right to file legal action remains the last and only recourse available to the grieving or disputing party.

Should a grievance or dispute arise between either the OWNER or the CONTRACTOR and the CITY's Program Administrator and/or Rehabilitation Inspector, the procedure to follow is the same as described above, except that Step 1 would be omitted.

Written grievances or disputes that are received by the IDED directly (or indirectly) from a OWNER, the CONTRACTOR or a representative of the OWNER or CONTRACTOR will be forwarded to the CITY for resolution. Resolution is to follow the above described process.

17.) If the CONTRACTOR defaults or neglects to carry out the work in accordance with this Contract, or fails to perform any provision of this Contract, the CITY may, after seven (7) days written notice from the CITY's designated Program Administrator to the CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. If the unpaid balance of the contract sum exceeds the expense of finishing or correcting the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds the unpaid balance of the Contract, the CONTRACTOR shall pay the difference to the CITY.

The CITY reserves the right to terminate this Contract for reasonable cause. Reasonable cause shall be generally defined as any action which demonstrates an unwillingness on the part of the CONTRACTOR to carry out the work in a timely and professional manner with a minimum of inconvenience to the OWNER. Such actions may be explicit or implicit and include, but are not necessarily limited to:

a.) Failure by the CONTRACTOR to keep scheduled appointments with the OWNER or the CITY;

b.) Flagrant disregard by the CONTRACTOR of the rights of the OWNER under this Contract, including the misrepresentation of any provision of the Project Specifications or Drawings (if applicable);

c.) Consistent production of unacceptable work by the CONTRACTOR.

The CITY shall be the interpreter of the conditions of termination of this contract and the sole judge of its performance. The CITY shall further provide the CONTRACTOR seven (7) days

written notice of termination and the CONTRACTOR shall be compensated for all approved work performed up to the date of said notification.

18.) Neither the final payment nor any provision of this Contract, nor partial or entire use of occupancy of the premises by the OWNER shall constitute an acceptance of work not done in accordance with this Contract or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or installation. The CONTRACTOR shall promptly remedy any defects in the work performed hereunder, and pay for any damage to the building or its contents resulting therefrom, which may appear within a period of one (1) year from the date of final acceptance of the work. The OWNER shall give prompt written notice of observed defects in materials or installation to the CONTRACTOR and the CITY. If notice is received after the one (1) year anniversary of date of final acceptance of the work, the CITY and CONTRACTOR are under no obligation to correct.

19.) Final payment will be made to the CONTRACTOR when the CITY'S Program Administrator and/or Rehabilitation Inspector determines, that all work provided for in the Contract has been completed in a satisfactory and professional manner, and in accordance with all other conditions of the Contract. The OWNER hereby agrees as a condition of receipt of the rehabilitation assistance to execute the necessary documents to release final payment once the Program Administrator and/or Rehabilitation Inspector has declared the CONTRACTOR'S performance complete and has approved final payment. If the OWNER or CONTRACTOR wish to contest the Program Administrator's and/or Rehabilitation Inspector's determination regarding final payment, procedures as set forth in Item #16 of this contract shall be followed.

20.) Nothing contained herein shall establish the CITY in this Contract as other than a grantor of funds with authority to review and inspect work performed under this Contract to the end that funds will be efficiently used as intended for the betterment of the community in general and the OWNER in particular.

21.) Prior to executing this Contract, the CONTRACTOR certifies that he/she has thoroughly inspected the premises and has determined the conditions of occupancy, availability of temporary utilities, identified any hazards or special conditions that might arise during the course of the work. If water, electricity, or telephone service is connected to the premises at the time this Contract is executed, the OWNER shall permit the CONTRACTOR to use any such services so connected without charge during the course of the work. The telephone may be used by the CONTRACTOR for non-toll calls only. Any binding provisions between the OWNER and CONTRACTOR shall be set forth in this Contract; the CITY shall not under any instance, become involved in a dispute between the OWNER and the CONTRACTOR arising from work performed outside this contract.

22.) It is hereby specifically set forth that only the work called for is subject to this Contract. The CONTRACTOR and/or OWNER shall be required to abide by the terms of this document, when properly executed, regardless of any other "side agreements" or "changes" oral or written. Any "side agreements" or "changes" shall have no effect on this document and the CONTRACTOR understands that he is entering into these "side agreements" or "changes" at his/her own risk. Neither will the CITY uphold the OWNER for any items completed by the CONTRACTOR which are not specifically covered by this document.

23.) Should serious structural deficiencies and/or local code violations be found during the course of the work, and such deficiencies are such that they would not be apparent prior to the commencement of work to a skilled and prudent contractor experienced in the type of work hereunder, the CONTRACTOR shall not be required to correct any such deficiencies under this Contract unless a price adjustment is agreed upon by the OWNER and CONTRACTOR and approved by the CITY through the issuance of a written change order.

24.) The CONTRACTOR certifies and represents that he/she is not now nor has he/she ever been barred from participating in Federal contracts.

25.) The CONTRACTOR and his/her subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of the work to give up any part of the compensation to which he or she is entitled.

26.) The CONTRACTOR shall provide ready access to any books, documents, papers and records which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcriptions to the CITY, the Department of Housing and Urban Development, the Comptroller General of the United States, or any duly authorized representatives for a period of not less than five (5) years from the date of project completion and acceptance.

27.) The CONTRACTOR agrees that in the event of the death of the OWNER not survived by a spouse prior to the commencement of the work, this Contract shall terminate immediately. The CONTRACTOR further agrees that should the death of the OWNER occur after commencement of the work, but before completion and acceptance, this Contract shall also terminate immediately; provided, however, that the CONTRACTOR shall be allowed to continue that phase of the work commenced, as is necessary to complete that segment of the work being carried out at the time of the OWNER's death. In such event, the CONTRACTOR shall be reimbursed on the basis of a pro-ration of the completed work as compared with the work remaining to be completed. In either case of the termination of this Contract upon the OWNER'S death, the OWNER'S estate, and the CITY and the CITY'S Program Administrator shall be released and relieved of any such duties and obligations under this contract, except as listed in this clause.

28.) The CONTRACTOR agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, set forth as follows:

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in

conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

29.) The CONTRACTOR agrees to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, which provides that no person in the United States shall on the basis of race, color, national origin, sex, age, handicap, religion or religious affiliation be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part the CITY'S program funds.

30.) The CONTRACTOR agrees to comply with Iowa Civil Rights Act of 1965, (Iowa Executive Order 34 and Iowa Code Chapter 19B.7), as amended, and Civil Rights Act of 1964 - Title VI which provides that no person shall, on the basis of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with CITY'S program funds.

31.) The CONTRACTOR agrees to comply with the Title VIII of the Civil Rights Act of 1968, as amended, which provides that no person shall be discriminated against in the sale, rental, financing or provision of brokerage services for housing because of race, color, religion, sex or national origin.

32.) Age Discrimination Act of 1975, as amended. No person in the United States shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

33.) Section 504 of the Rehabilitation Act of 1973, as amended. No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including

employment)~ denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

34.) The Americans with Disabilities Act guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

35.) The CONTRACTOR agrees to comply with Executive Order 11063 and 12259, as amended, which provides that no person shall be discriminated against in the sale, leasing, rental or disposition of residential property or use of occupancy under any program or activity receiving the CITY'S program funds because of race, color, religion, sex or national origin.

36.) It shall be unlawful for any OWNER of any property receiving the CITY'S program funds to discriminate against any contractor, subcontractor, supplier, inspector, journeyman, or any other person involved in the rehabilitation process, on the basis of race, color, religion, sex or national origin.

If any such discrimination occurs, the assistance shall be immediately cancelled and no assistance will again be made available to that OWNER. All program funds allocated to the OWNER shall be immediately returned to the CITY and if payments have been expended, the OWNER shall reimburse the amount expended to the CITY for return to the Federal government. The work on the project shall also be immediately stopped and it shall be the responsibility of the OWNER to complete their rehabilitation project by their own means with no assistance from the CITY.

37.) The CONTRACTOR and OWNER by entering into this Contract, do by said act, warrant and represent, that to the best of their knowledge, no officer, employee, or agent of the CITY who exercises any function or responsibilities in connection with the carrying out of the project to which this Contract pertains, has any personal financial interest in this Contract.

38.) The OWNER shall release all monies due the CONTRACTOR for work satisfactorily performed under this Contract regardless of any problem, complaint or dissatisfaction with work or materials contracted for, either orally or in writing, outside of the scope of this document.

39.) The OWNER shall sign a promissory note / mortgage lien to secure the full amount of the CITY'S program funds commitment (five-year receding forgivable loan component), and any and all loan documents (repayable loan) as applicable prior to authorizing the CONTRACTOR to proceed with the work. At the completion of the work on the OWNER'S dwelling, the OWNER shall sign an Amendment reflecting any necessary revisions to the contract amount which shall be recorded with the County Recorder.

40.) The CONTRACTOR agrees to comply with the certification regarding government-wide restriction on lobbying as follows:

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.
The CONTRACTOR certifies, to the best of his/her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer of employee or any agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL-“Disclosure Form to report Federal Lobbying” in accordance with its instruction.

C. The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

41.) Awarding Agency Reporting Requirements. The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

42.) Energy Efficiency. Mandatory standards and policies relating to energy efficiency which are contained in the State Energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Pub. L 94-163, 89 Stat. 871

In consideration of the agreements herein set forth, the CONTRACTOR proposes to furnish all the materials, supplies or equipment and perform all the work described in, and in accordance with, the Contract identified in Section 15 of the General Conditions for the lump sum of \$_____ . This amount includes all sales and other taxes.

The undersigned agree to all provisions of this Contract:

CONTRACTOR: _____

DATE: _____

CITY: _____

City of Tipton

DATE: _____

OWNER: _____

DATE: _____

