

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
POLICE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	1,086.63		
			FICA WITHOLDING	1,065.19		
			MEDICARE WITHOLDING	200.51		
			MEDICARE WITHOLDING	3.85		
			MEDICARE WITHOLDING	21.55		
			MEDICARE WITHOLDING	14.45		
			MEDICARE WITHOLDING	13.78		
			MEDICARE WITHOLDING	176.50		
			MEDICARE WITHOLDING	7.07		
			MEDICARE WITHOLDING	22.04		
			MEDICARE WITHOLDING	8.79		
			MEDICARE WITHOLDING	33.04		
			MEDICARE WITHOLDING	1.68		
			MISC. VENDOR	MATT JENNINGS	MATT JENNINGS:TRAVEL TRAIN	35.05
				JOHNSON CO SHERIFF'S O	JOHNSON CO SHERIFF'S OFFIC	100.00
				JOHNSON CO SHERIFF'S O	JOHNSON CO SHERIFF'S OFFIC	100.00
			IPERS		IPERS REGULAR EMPLOYEES	3.93
					IPERS REGULAR EMPLOYEES	3.78
					IPERS WITHOLDING POLICE	1,690.88
					IPERS WITHOLDING POLICE	1,642.65
			OFFICE MACHINE CONSULTANTS INC		MANAGEMENT SERVICES	199.00
			PRINCIPAL		GTL_VTL INSURANCE	30.96
					PRINCIPAL DENTAL POLICY	200.16
			SHIELD TECHNOLOGY CORPORATION		SHIELDWARE	2,010.00
			TIFFINY'S TIPTON BAKERY		DARE SUPPLIES	140.52
			UNUM LIFE INSURANCE COMPANY OF AMERICA		LONG TERM DISABILITY PAYRO	77.20
			CITY OF TIPTON FUNDS		Repay Admin Services	3,857.09
					PSF payment	570.25
			CITY OF TIPTON-REVOLVING CENTRAL GARAG		vehicle/equipment charges	2,864.34
			BLUE CROSS/BLUE SHIELD		BCBS HEALTH INS PY CITY	4,826.89
					TOTAL:	21,007.78
FIRE DEPARTMENT	GENERAL GOVERNMENT I.R.S.	AAA MECHANICAL INC	BIANNUAL HVAC VISIT	775.00		
			FICA WITHOLDING	56.45		
			FICA WITHOLDING	56.45		
			MEDICARE WITHOLDING	13.23		
			MEDICARE WITHOLDING	13.23		
		DINGES FIRE COMPANY	4 SETS TURNOUT GEAR	12,800.00		
		FELD FIRE	REPAIRS TO AERIAL	551.00		
		IPERS	IPERS WITHOLDING, FIRE	58.40		
			IPERS WITHOLDING, FIRE	58.40		
			IPERS REGULAR EMPLOYEES	9.44		
			IPERS REGULAR EMPLOYEES	9.44		
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00		
		CITY OF TIPTON FUNDS	Repay Admin Services	736.08		
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,248.60		
			TOTAL:	16,584.72		
AMBULANCE	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	421.40		
			FICA WITHOLDING	704.70		
			MEDICARE WITHOLDING	69.42		
			MEDICARE WITHOLDING	23.18		
			MEDICARE WITHOLDING	0.61		
			MEDICARE WITHOLDING	5.35		
			MEDICARE WITHOLDING	72.59		
			MEDICARE WITHOLDING	64.52		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	0.38
			MEDICARE WITHOLDING	1.88
			MEDICARE WITHOLDING	25.47
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	52.48
			MEDICAL SUPPLIES	84.78
			MEDICAL SUPPLIES	81.19
		COMMUNITY INSURANCE SERVICES	VENTILATOR	242.00
		IOWA GEMT PAYMENT PROGRAM	JUNE STATE SHARE PAYMENT	676.35
		IPERS	IPERS WITHOLDING EMT	659.92
			IPERS WITHOLDING EMT	1,087.29
		JOHNSON COUNTY AMBULANCE SERVICE	ALS INTERCEPT	200.00
			ALS INTERCEPT	200.00
		LISBON-MT VERNON AMBULANCE SERVICE	PARAMEDIC INTERCEPT	200.00
		NFP PROPERTY & CASUALTY SERVICES INC	MEDICAL DIRECTOR INSURANCE	3,999.60
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		PCC	BILLING	1,974.07
			BILLING	812.53
			BILLING	2,964.20
		PROGRESSIVE REHABILITATION ASSOCIATES	PHYSICAL	78.00
		PRINCIPAL	GTL_VTL INSURANCE	15.48
			PRINCIPAL DENTAL POLICY	66.72
		SHIELD TECHNOLOGY CORPORATION	SHIELDWARE MOBILE	390.00
		T & M CLOTHING CO.	AMBULANCE UNIFORMS	300.00
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	43.49
		WING PC	MEDICAL DIRECTOR	500.00
		CITY OF TIPTON FUNDS	Repay Admin Services	2,156.54
			PSF payment	250.00
			TRANSFERS	1,425.00
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	4,251.45
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,463.46
			TOTAL:	25,763.05
STREET DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	187.47
			FICA WITHOLDING	179.22
			MEDICARE WITHOLDING	32.10
			MEDICARE WITHOLDING	1.80
			MEDICARE WITHOLDING	0.30
			MEDICARE WITHOLDING	8.51
			MEDICARE WITHOLDING	1.15
			MEDICARE WITHOLDING	32.56
			MEDICARE WITHOLDING	0.97
			MEDICARE WITHOLDING	0.30
			MEDICARE WITHOLDING	6.51
			MEDICARE WITHOLDING	1.60
		CINTAS	UNIFORMS	52.24
			UNIFORMS	121.58
			UNIFORMS	52.24
		IPERS	IPERS REGULAR EMPLOYEES	300.38
			IPERS REGULAR EMPLOYEES	287.33
		OFFICE MACHINE CONSULTANTS INC	COMPUTER	1,202.02
		PRINCIPAL	GTL_VTL INSURANCE	7.03
			PRINCIPAL DENTAL POLICY	47.21
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	14.86
		CITY OF TIPTON FUNDS	Central Stores services pa	2,701.79
			PSF payment	246.07
			TRANSFERS	10,535.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	2,007.18
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,329.87
			TOTAL:	19,357.79
SIDEWALKS	GENERAL GOVERNMENT CITY OF TIPTON FUNDS		Central Stores services pa	51.54
			TOTAL:	51.54
TREES	GENERAL GOVERNMENT CITY OF TIPTON FUNDS		Central Stores services pa	81.69
			TOTAL:	81.69
CEMETERY	GENERAL GOVERNMENT ERIC STORJOHANN		2 BURIALS	550.00
			1 BURIAL	500.00
			TOTAL:	1,050.00
GENERAL ADMINISTRATION	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	147.09
			FICA WITHOLDING	147.66
			MEDICARE WITHOLDING	33.37
			MEDICARE WITHOLDING	0.51
			MEDICARE WITHOLDING	0.10
			MEDICARE WITHOLDING	0.41
			MEDICARE WITHOLDING	32.19
			MEDICARE WITHOLDING	0.34
			MEDICARE WITHOLDING	1.38
			MEDICARE WITHOLDING	0.62
		CINTAS	UNIFORMS	11.66
			UNIFORMS	11.66
			UNIFORMS	11.66
		IPERS	IPERS REGULAR EMPLOYEES	230.83
			IPERS REGULAR EMPLOYEES	230.88
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		PRINCIPAL	GTL_VTL INSURANCE	2.94
			PRINCIPAL DENTAL POLICY	30.69
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	12.15
		CITY OF TIPTON FUNDS	Central Stores services pa	1,360.71
			PSF payment	33.29
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	846.64
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	869.47
			TOTAL:	4,215.25
LIBRARY	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	201.13
			FICA WITHOLDING	210.43
			MEDICARE WITHOLDING	26.16
			MEDICARE WITHOLDING	20.89
			MEDICARE WITHOLDING	13.08
			MEDICARE WITHOLDING	23.07
			MEDICARE WITHOLDING	13.08
		AUCA CHICAGO LOCKBOX	BLDG MAINT SUPPLIES	339.76
		BAKER & TAYLOR	BOOKS	706.06
			BOOKS	213.21
			BOOKS	246.84
		BANLEACO	COPIERS CONTRACT	105.60
		CRIST ELECTRICAL SERVICES	NORTH OUTSIDE OUTLET	382.50
		DEMCO INC.	LIFT GATE FOR DIVIDERS	75.00
		MISC. VENDOR MARCIA MEYERS	MARCIA MEYERS:GARDEN SUPPL	34.54
		IPERS	IPERS REGULAR EMPLOYEES	306.24
			IPERS REGULAR EMPLOYEES	320.41

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		PRINCIPAL	GTL_VTL INSURANCE	10.32
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	15.30
		CITY UTILITIES	CITY UTILITIES	665.99
			TOTAL:	4,128.61
PARK	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	42.77
			FICA WITHOLDING	49.82
			MEDICARE WITHOLDING	2.00
			MEDICARE WITHOLDING	8.00
			MEDICARE WITHOLDING	1.90
			MEDICARE WITHOLDING	9.65
			MEDICARE WITHOLDING	0.10
		CHALLIS LAWN CARE	WEED CONTROL	1,500.00
		MISC. VENDOR CRAIG ANDERSON	CRAIG ANDERSON:RFND SHLTR	15.00
		IPERS	IPERS REGULAR EMPLOYEES	13.28
			IPERS REGULAR EMPLOYEES	13.28
		PRINCIPAL	GTL_VTL INSURANCE	0.13
			PRINCIPAL DENTAL POLICY	1.66
		TIPTON GREENHOUSE & FLORIST	PARK ENTRANCE FLOWERS	160.00
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	0.71
		CITY OF TIPTON FUNDS	Repay Admin Services	290.04
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	95.24
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	44.86
			TOTAL:	2,248.44
RECREATION DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	69.61
			FICA WITHOLDING	68.69
			MEDICARE WITHOLDING	14.65
			MEDICARE WITHOLDING	1.63
			MEDICARE WITHOLDING	16.07
		IPERS	IPERS REGULAR EMPLOYEES	110.70
			IPERS REGULAR EMPLOYEES	110.70
		PRINCIPAL	GTL_VTL INSURANCE	2.58
			PRINCIPAL DENTAL POLICY	16.68
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	5.99
		CITY OF TIPTON FUNDS	Repay Admin Services	221.51
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	99.22
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	545.51
			TOTAL:	1,283.54
SUMMER BALL PROGRAMS	GENERAL GOVERNMENT MISC. VENDOR	BRODY MARCHIK	BRODY MARCHIK:UMPIRE	20.00
		CADEN SCHMIDT	CADEN SCHMIDT:UMPIRE	60.00
		IAN SPANGLER	IAN SPANGLER:UMPIRE	30.00
		TIPTON GOLD BASEBALL	TIPTON GOLD BASEBALL:UMPIR	120.00
		CADEN SCHMIDT	CADEN SCHMIDT:UMPIRE	20.00
		IAN SPANGLER	IAN SPANGLER:UMPIRE	30.00
		MICHELLE BARTON	MICHELLE BARTON:UMPIRE	60.00
		MATT LAFRENZ	MATT LAFRENZ:UMPIRE	60.00
		PRESTON DAEDLOW	PRESTON DAEDLOW:UMPIRE	50.00
		TIPTON GOLD BASEBALL	TIPTON GOLD BASEBALL:UMPIR	60.00
		ZACH BINNS	ZACH BINNS:UMPIRE	80.00
		T & M CLOTHING CO.	TBALL UNIFORMS	1,205.00
			TOTAL:	1,795.00
FAMILY AQUATIC CENTER	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	185.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA WITHOLDING	175.98
			MEDICARE WITHOLDING	33.75
			MEDICARE WITHOLDING	7.95
			MEDICARE WITHOLDING	1.63
			MEDICARE WITHOLDING	35.30
			MEDICARE WITHOLDING	5.85
		ALBAUGH PHC INC	RESTROOM REPAIRS	925.00
		ATLANTIC COCA-COLA BOTTLING CO	DRINK ORDER	1,529.81
		CHALLIS LAWN CARE	WEED CONTROL	1,100.00
		CORE-MARK MIDCONTINENT INC	CONCESSIONS FOOD ORDER	4,606.40
		MISC. VENDOR TATUM NEBERGALL	TATUM NEBERGALL:LIFEGUARD	155.00
		WATERPARK EXCITEMENT	WATERPARK EXCITEMENT:PAD	1,820.00
		IPERS	IPERS REGULAR EMPLOYEES	242.89
			IPERS REGULAR EMPLOYEES	248.74
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		PRINCIPAL	GTL_VTL INSURANCE	7.74
			PRINCIPAL DENTAL POLICY	50.04
		USA BLUE BOOK	CHEM PUMP SUPPLIES	117.93
			2 CHEM PUMPS	1,445.97
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	12.84
		CITY OF TIPTON FUNDS	Repay Admin Services	2,067.77
			PSF payment	35.28
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	99.23
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	792.56
			TOTAL:	15,901.96
ECONOMIC DEVELOPMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	128.03
			FICA WITHOLDING	127.43
			MEDICARE WITHOLDING	29.94
			MEDICARE WITHOLDING	29.80
		IPERS	IPERS REGULAR EMPLOYEES	208.83
			IPERS REGULAR EMPLOYEES	208.83
		MARCIA MEYERS	JUNE RENT	600.00
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		PRINCIPAL	GTL_VTL INSURANCE	5.16
			PRINCIPAL DENTAL POLICY	33.36
		SPINUTECH INC	EMAIL MARKETING	25.00
		CAPITAL ONE	OFFICE SUPPLIES	33.98
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	11.00
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,774.38
			TOTAL:	3,414.74
EXECUTIVE	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	23.25
			MEDICARE WITHOLDING	5.44
		IPERS	IPERS ELECTED OFFICIALS	35.40
			TOTAL:	64.09
FINANCE & ADMINISTRATI	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	74.78
			FICA WITHOLDING	74.71
			MEDICARE WITHOLDING	4.60
			MEDICARE WITHOLDING	12.51
			MEDICARE WITHOLDING	0.02
			MEDICARE WITHOLDING	0.36
			MEDICARE WITHOLDING	4.14
			MEDICARE WITHOLDING	12.51
			MEDICARE WITHOLDING	0.02

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	0.01
			MEDICARE WITHOLDING	0.75
			MEDICARE WITHOLDING	0.03
		IPERS	IPERS REGULAR EMPLOYEES	115.30
			IPERS REGULAR EMPLOYEES	115.34
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		PRINCIPAL	GTL_VTL INSURANCE	0.60
			PRINCIPAL DENTAL POLICY	4.00
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	1.80
		CITY OF TIPTON FUNDS	Repay Admin Services	983.54
			PSF payment	148.26
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	175.20
			TOTAL:	1,927.48
BUILDING MAINTENANCE	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	20.25
			FICA WITHOLDING	21.29
			MEDICARE WITHOLDING	4.74
			MEDICARE WITHOLDING	4.98
		AUCA CHICAGO LOCKBOX	MATS	158.82
			MATS	158.82
		CINTAS CORPORATION	FIRST AID SUPPLIES	31.99
		IPERS	IPERS REGULAR EMPLOYEES	30.83
			IPERS REGULAR EMPLOYEES	32.41
			TOTAL:	464.13
AMBULANCE TRUST	GENERAL GOVERNMENT	CITY OF TIPTON FUNDS	TRANSFERS	1,425.00
			TOTAL:	1,425.00
TRANSFER-COMM/LOCAL AC	GENERAL GOVERNMENT	CITY OF TIPTON FUNDS	TRANSFERS	1,666.67
			TOTAL:	1,666.67
STREET DEPARTMENT	ROAD USE TAX FUND	GARDEN & ASSOCIATES INC	MISC ST IMPROVEMENT ESTIMA	338.00
			PLUM STREET PAVING	2,568.67
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	3,709.16
			TOTAL:	6,615.83
TRAFFIC SERVICE MAINT.	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	4.09
			FICA WITHOLDING	4.25
			MEDICARE WITHOLDING	0.79
			MEDICARE WITHOLDING	0.07
			MEDICARE WITHOLDING	0.10
			MEDICARE WITHOLDING	0.83
			MEDICARE WITHOLDING	0.01
			MEDICARE WITHOLDING	0.15
		IPERS	IPERS REGULAR EMPLOYEES	6.80
			IPERS REGULAR EMPLOYEES	6.83
		PRINCIPAL	GTL_VTL INSURANCE	0.13
			PRINCIPAL DENTAL POLICY	1.00
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	0.31
		CITY OF TIPTON FUNDS	Central Stores services pa	31.87
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	36.21
			TOTAL:	93.44
SNOW AND ICE REMOVAL	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	55.47
			FICA WITHOLDING	56.07
			MEDICARE WITHOLDING	11.54

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	0.73
			MEDICARE WITHOLDING	0.71
			MEDICARE WITHOLDING	11.96
			MEDICARE WITHOLDING	0.08
			MEDICARE WITHOLDING	0.02
			MEDICARE WITHOLDING	1.05
		IPERS	IPERS REGULAR EMPLOYEES	89.77
			IPERS REGULAR EMPLOYEES	89.84
		PRINCIPAL	GTL_VTL INSURANCE	2.19
			PRINCIPAL DENTAL POLICY	14.50
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	4.43
		CITY OF TIPTON FUNDS	Central Stores services pa	1,019.07
			PSF payment	81.22
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	2,178.40
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	434.77
			TOTAL:	4,051.82
STREET CLEANING	ROAD USE TAX FUND	CITY OF TIPTON FUNDS	Central Stores services pa	269.16
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,163.70
			TOTAL:	1,432.86
TRANSFER/OTHER SOURCES	ROAD USE TAX FUND	CITY OF TIPTON FUNDS	TRANSFERS	2,666.67
			TOTAL:	2,666.67
TRANSFERS/OTHER SOURCE	TRUST AND AGENCY F	CITY OF TIPTON FUNDS	TRANSFERS	42,923.75
			TOTAL:	42,923.75
TRANSFER	Emergency Fund	CITY OF TIPTON FUNDS	TRANSFERS	2,829.58
			TOTAL:	2,829.58
OTHER GOVERNMENTAL SER	LOCAL OPTION TAX	KPE ENGINEERING	DESIGN SERVICES	9,849.80
			TOTAL:	9,849.80
TRANSFERS/OTHER SOURCE	LOCAL OPTION TAX	CITY OF TIPTON FUNDS	TRANSFERS	25,000.00
			TOTAL:	25,000.00
TRANSFERS/OTHER SOURCE	TIF SPECIAL REVENU	CITY OF TIPTON FUNDS	TRANSFERS	6,940.25
			TRANSFERS	9,245.00
			TOTAL:	16,185.25
TRANSFERS/OTHER SOURCE	FIRE ENTERPRISE TR	CITY OF TIPTON FUNDS	TRANSFERS	7,178.08
			TOTAL:	7,178.08
HWY 38 PROJECT	HWY 38 PROJCT	ORIGIN DESIGN	CEDAR STREET IMPROVEMENTS	55,965.00
			TOTAL:	55,965.00
INDUSTRIAL FEEDER PJT	INDUSTRIAL FEEDER	FLETCHER-REINHARDT CO.	UNDERGROUND SUPPLIES	8,795.40
			UNDERGROUND SUPPLIES	5,695.61
			TOTAL:	14,491.01
WATER DISTRIBUTION	WATER OPERATING	I.R.S.	FICA WITHOLDING	281.19
			FICA WITHOLDING	277.54
			MEDICARE WITHOLDING	56.30
			MEDICARE WITHOLDING	4.05
			MEDICARE WITHOLDING	4.71
			MEDICARE WITHOLDING	0.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	55.85
			MEDICARE WITHOLDING	1.03
			MEDICARE WITHOLDING	5.81
			MEDICARE WITHOLDING	2.22
		CINTAS	UNIFORMS	10.29
			UNIFORMS	10.29
			UNIFORMS	10.29
		CINTAS CORPORATION	FIRST AID SUPPLIES	59.45
		HAWKINS INC	CHEMICALS	1,724.34
		IOWA DNR	WA & WW TREATMENT EXAMS	30.00
			WATER DISTRIBUTION EXAM	30.00
			WATER DISTRIBUTION EXAM	30.00
		IOWA ONE CALL	LOCATES	40.80
		IPERS	IPERS REGULAR EMPLOYEES	447.13
			IPERS REGULAR EMPLOYEES	447.12
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		PRINCIPAL	GTL_VTL INSURANCE	9.62
			PRINCIPAL DENTAL POLICY	60.91
		USA BLUE BOOK	OPERATING SUPPLIES	195.88
		CAPITAL ONE	OFFICE SUPPLIES	149.00
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	23.57
		CITY OF TIPTON FUNDS	Repay Admin Services	4,331.02
			PSF payment	1,248.27
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	191.72
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	2,194.37
			TOTAL:	12,132.47
WATER BILL/COLLECT	WATER OPERATING	I.R.S.	FICA WITHOLDING	48.05
			FICA WITHOLDING	48.21
			MEDICARE WITHOLDING	11.12
			MEDICARE WITHOLDING	0.12
			MEDICARE WITHOLDING	11.28
		IPERS	IPERS REGULAR EMPLOYEES	80.51
			IPERS REGULAR EMPLOYEES	80.52
		STOREY KENWORTHY/MATT PARROTT	DOOR HANGERS	94.00
		PRINCIPAL	GTL_VTL INSURANCE	2.58
			PRINCIPAL DENTAL POLICY	16.68
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	4.46
		CITY OF TIPTON FUNDS	Repay Admin Services	279.18
			PSF payment	33.30
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	779.88
			TOTAL:	1,489.89
TRANSFER/OTHER SOURCES	WATER OPERATING	CITY OF TIPTON FUNDS	TRANSFERS	4,166.67
			TRANSFERS	356.25
			TOTAL:	4,522.92
WASTEWATER/AKA SEWER	WASTEWATER/AKA SEW	I.R.S.	FICA WITHOLDING	287.07
			FICA WITHOLDING	284.49
			MEDICARE WITHOLDING	57.21
			MEDICARE WITHOLDING	4.25
			MEDICARE WITHOLDING	5.22
			MEDICARE WITHOLDING	0.45
			MEDICARE WITHOLDING	56.15
			MEDICARE WITHOLDING	2.44
			MEDICARE WITHOLDING	6.01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHHOLDING	1.93
		MISC. VENDOR CITY OF IDA GROVE	CITY OF IDA GROVE:AUTOGUN	45.18
		H & H AUTO	OPERATING SUPPLIES	34.99
		IOWA DNR	WA & WW TREATMENT EXAMS	30.00
		IPERS	IPERS REGULAR EMPLOYEES	459.12
			IPERS REGULAR EMPLOYEES	459.15
		STOREY KENWORTHY/MATT PARROTT	DOOR HANGERS	94.00
		MIDWEST SAFETY COUNSELORS INC	CALIBRATION	75.00
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		QC ANALYTICAL SERVICES LLC	WASTEWATER TESTING	1,343.00
		PRINCIPAL	GTL_VTL INSURANCE	9.57
			PRINCIPAL DENTAL POLICY	63.15
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	24.41
		CITY OF TIPTON FUNDS	Repay Admin Services	1,777.45
			PSF payment	1,147.09
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	793.74
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	2,502.22
			TOTAL:	9,762.29
TRANSFER/OTHER SOURCES WASTEWATER/AKA SEW CITY OF TIPTON FUNDS			TRANSFERS	3,866.67
			TRANSFERS	35,290.67
			TOTAL:	39,157.34
ELECTRIC DISTRIBUTION	ELECTRIC OPERATING I.R.S.		FICA WITHHOLDING	629.03
			FICA WITHHOLDING	620.90
			MEDICARE WITHHOLDING	114.78
			MEDICARE WITHHOLDING	3.32
			MEDICARE WITHHOLDING	7.81
			MEDICARE WITHHOLDING	10.47
			MEDICARE WITHHOLDING	10.71
			MEDICARE WITHHOLDING	108.33
			MEDICARE WITHHOLDING	1.80
			MEDICARE WITHHOLDING	1.51
			MEDICARE WITHHOLDING	22.66
			MEDICARE WITHHOLDING	10.60
			MEDICARE WITHHOLDING	0.33
		CINTAS	UNIFORMS, SHOP TOWELS, MAT	66.64
			UNIFORMS, SHOP TOWELS, MAT	65.25
			UNIFORMS, SHOP TOWELS, MAT	57.69
			UNIFORMS, SHOP TOWELS, MAT	65.24
			UNIFORMS, SHOP TOWELS, MAT	57.69
			UNIFORMS, SHOP TOWELS, MAT	65.24
		CINTAS CORPORATION	FIRST AID SUPPLIES	40.92
		DR DARLENE A EHLERS	JUNE RENT	500.00
		MISC. VENDOR KARTAY APT MANAGEMEN	09-4100-05	25.78
		CITY OF IDA GROVE	CITY OF IDA GROVE:AUTOGUN	45.19
		FLETCHER-REINHARDT CO.	OVERHEAD SUPPLIES	104.86
		IOWA ONE CALL	LOCATES	40.80
		IPERS	IPERS REGULAR EMPLOYEES	1,012.27
			IPERS REGULAR EMPLOYEES	1,005.95
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		POWER LINE SUPPLY	OVERHEAD SUPPLIES	1,655.32
			OVERHEAD SUPPLIES	278.12
		PRINCIPAL	GTL_VTL INSURANCE	16.61
			PRINCIPAL DENTAL POLICY	107.38
		RESCO	OVERHEAD SUPPLIES	5,810.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	44.47
		CITY OF TIPTON FUNDS	Repay Admin Services	14,700.85
			PSF payment	2,073.75
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	2,617.24
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	4,479.83
			TOTAL:	36,678.44
ELECTRIC POWER PLANT	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING	29.59
			FICA WITHOLDING	30.03
			MEDICARE WITHOLDING	6.08
			MEDICARE WITHOLDING	0.69
			MEDICARE WITHOLDING	0.15
			MEDICARE WITHOLDING	6.01
			MEDICARE WITHOLDING	0.03
			MEDICARE WITHOLDING	0.70
			MEDICARE WITHOLDING	0.28
		IPERS	IPERS REGULAR EMPLOYEES	48.61
			IPERS REGULAR EMPLOYEES	48.84
		PRINCIPAL	GTL_VTL INSURANCE	0.91
			PRINCIPAL DENTAL POLICY	5.87
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	2.26
		CITY OF TIPTON FUNDS	Repay Admin Services	1,103.84
			PSF payment	16.74
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	315.33
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	259.25
			TOTAL:	1,875.21
ELECTRIC BILL/COLLECT	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING	98.86
			FICA WITHOLDING	99.71
			MEDICARE WITHOLDING	21.54
			MEDICARE WITHOLDING	0.05
			MEDICARE WITHOLDING	1.30
			MEDICARE WITHOLDING	0.25
			MEDICARE WITHOLDING	21.71
			MEDICARE WITHOLDING	0.12
			MEDICARE WITHOLDING	1.05
			MEDICARE WITHOLDING	0.45
		IPERS	IPERS REGULAR EMPLOYEES	163.68
			IPERS REGULAR EMPLOYEES	164.12
		STOREY KENWORTHY/MATT PARROTT	DOOR HANGERS	94.00
		PRINCIPAL	GTL_VTL INSURANCE	4.18
			PRINCIPAL DENTAL POLICY	26.98
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	8.25
		CITY OF TIPTON FUNDS	Repay Admin Services	514.55
			PSF payment	60.41
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	220.73
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,217.02
			TOTAL:	2,718.96
LOUISA GENERATING STAT	ELECTRIC OPERATING MIDAMERICAN ENERGY COMPANY		Est cash request	23,450.00
			Est cash request	38,860.00
			Est cash request	670.00
			Est cash request	4,020.00
			TOTAL:	67,000.00
TRANSFER/OTHER SOURCES	ELECTRIC OPERATING CITY OF TIPTON FUNDS		TRANSFERS	25,946.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TRANSFERS	19,030.00
			TRANSFERS	7,325.14
			TOTAL:	52,301.81
GAS DISTRIBUTION	GAS OPERATING	I.R.S.	FICA WITHOLDING	428.47
			FICA WITHOLDING	432.08
			MEDICARE WITHOLDING	86.69
			MEDICARE WITHOLDING	5.22
			MEDICARE WITHOLDING	8.29
			MEDICARE WITHOLDING	72.91
			MEDICARE WITHOLDING	0.06
			MEDICARE WITHOLDING	19.44
			MEDICARE WITHOLDING	8.46
			MEDICARE WITHOLDING	0.18
		CINTAS	UNIFORMS, SHOP TOWELS, MAT	41.88
			UNIFORMS, SHOP TOWELS, MAT	41.88
			UNIFORMS, SHOP TOWELS, MAT	41.88
		MISC. VENDOR CITY OF IDA GROVE	CITY OF IDA GROVE:AUTOGUN	44.63
		IOWA ONE CALL	LOCATES	40.80
		IPERS	IPERS REGULAR EMPLOYEES	690.66
			IPERS REGULAR EMPLOYEES	690.64
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		PRINCIPAL	GTL_VTL INSURANCE	13.52
			PRINCIPAL DENTAL POLICY	54.09
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	31.32
		CITY OF TIPTON FUNDS	Repay Admin Services	8,321.83
			PSF payment	825.29
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	788.51
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	2,366.13
			TOTAL:	15,253.86
GAS BILL/COLLECT	GAS OPERATING	I.R.S.	FICA WITHOLDING	62.85
			FICA WITHOLDING	63.23
			MEDICARE WITHOLDING	14.16
			MEDICARE WITHOLDING	0.47
			MEDICARE WITHOLDING	0.07
			MEDICARE WITHOLDING	14.28
			MEDICARE WITHOLDING	0.02
			MEDICARE WITHOLDING	0.35
			MEDICARE WITHOLDING	0.13
		IPERS	IPERS REGULAR EMPLOYEES	104.81
			IPERS REGULAR EMPLOYEES	104.97
		STOREY KENWORTHY/MATT PARROTT	DOOR HANGERS	94.00
		PRINCIPAL	GTL_VTL INSURANCE	3.03
			PRINCIPAL DENTAL POLICY	19.61
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	5.58
		CITY OF TIPTON FUNDS	Repay Admin Services	319.43
			PSF payment	41.67
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	909.48
			TOTAL:	1,758.14
TRANSFER/OTHER SOURCES	GAS OPERATING	CITY OF TIPTON FUNDS	TRANSFERS	9,012.00
			TOTAL:	9,012.00
AIRPORT	AIRPORT OPERATING	I.R.S.	FICA WITHOLDING	13.85
			MEDICARE WITHOLDING	3.24

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		IPERS	IPERS REGULAR EMPLOYEES	21.08
		WRIGHT LAWN CARE	CONTRACT PAY JUNE 2023	358.33
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	356.53
			TOTAL:	753.03
TRANSFER/OTHER SOURCES AIRPORT OPERATING	CITY OF TIPTON FUNDS		TRANSFERS	356.25
			TOTAL:	356.25
GARBAGE COLLECTION	GARBAGE COLLECTION I.R.S.		FICA WITHOLDING	189.35
			FICA WITHOLDING	190.83
			MEDICARE WITHOLDING	37.19
			MEDICARE WITHOLDING	4.86
			MEDICARE WITHOLDING	1.99
			MEDICARE WITHOLDING	0.28
			MEDICARE WITHOLDING	34.33
			MEDICARE WITHOLDING	5.79
			MEDICARE WITHOLDING	3.94
			MEDICARE WITHOLDING	0.57
		CINTAS	UNIFORMS	12.93
			UNIFORMS	12.93
			UNIFORMS	12.93
		ROGER DEWULF	ROGER DEWULF:PHONE SUPPLIE	55.61
		IPERS	IPERS REGULAR EMPLOYEES	307.87
			IPERS REGULAR EMPLOYEES	307.91
		STOREY KENWORTHY/MATT PARROTT	DOOR HANGERS	94.00
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		PRINCIPAL	GTL_VTL INSURANCE	6.92
			PRINCIPAL DENTAL POLICY	44.47
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	16.28
		CITY OF TIPTON FUNDS	Repay Admin Services	2,142.74
			Central Stores services pa	4,690.57
			PSF payment	888.67
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	2,268.48
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,916.89
			TOTAL:	13,447.33
RECYCLING	GARBAGE COLLECTION I.R.S.		FICA WITHOLDING	70.37
			FICA WITHOLDING	72.23
			MEDICARE WITHOLDING	5.46
			MEDICARE WITHOLDING	6.53
			MEDICARE WITHOLDING	2.48
			MEDICARE WITHOLDING	1.99
			MEDICARE WITHOLDING	4.67
			MEDICARE WITHOLDING	6.53
			MEDICARE WITHOLDING	5.70
		IPERS	IPERS REGULAR EMPLOYEES	72.02
			IPERS REGULAR EMPLOYEES	72.02
		PRINCIPAL	GTL_VTL INSURANCE	2.07
			PRINCIPAL DENTAL POLICY	13.34
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	3.71
		CITY OF TIPTON FUNDS	PSF payment	16.00
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,512.31
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	636.40
			TOTAL:	2,503.83
TRANSFER OUT/SINKING F GARBAGE COLLECTION	CITY OF TIPTON FUNDS		TRANSFERS	3,466.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TRANSFERS	400.00
			TRANSFERS	<u>1,763.58</u>
			TOTAL:	5,630.25
STORM WATER	STORM WATER	I.R.S.	FICA WITHOLDING	22.12
			FICA WITHOLDING	22.06
			MEDICARE WITHOLDING	4.58
			MEDICARE WITHOLDING	0.34
			MEDICARE WITHOLDING	0.11
			MEDICARE WITHOLDING	0.12
			MEDICARE WITHOLDING	4.68
			MEDICARE WITHOLDING	0.26
			MEDICARE WITHOLDING	0.18
		IPERS	IPERS REGULAR EMPLOYEES	35.43
			IPERS REGULAR EMPLOYEES	35.44
		PRINCIPAL	GTL_VTL INSURANCE	0.98
			PRINCIPAL DENTAL POLICY	6.18
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	1.76
		CITY OF TIPTON FUNDS	Repay Admin Services	454.81
			PSF payment	49.52
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	78.50
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>178.67</u>
			TOTAL:	895.74
OTHER SOURCES	STORM WATER	CITY OF TIPTON FUNDS	TRANSFERS	686.67
			TRANSFERS	<u>100.08</u>
			TOTAL:	786.75
INT SRVC-OTHER BUSINES	CENTRAL GARAGE	I.R.S.	FICA WITHOLDING	68.08
			FICA WITHOLDING	72.09
			MEDICARE WITHOLDING	13.12
			MEDICARE WITHOLDING	1.20
			MEDICARE WITHOLDING	1.59
			MEDICARE WITHOLDING	13.89
			MEDICARE WITHOLDING	0.21
			MEDICARE WITHOLDING	2.49
			MEDICARE WITHOLDING	0.28
		ALTEC INDUSTRIES INC	REPAIR PARTS #007	250.06
		CINTAS	SHOP SUPPLIES	84.93
			UNIFORMS	9.27
			UNIFORMS	9.27
			UNIFORMS	9.27
		CINTAS CORPORATION	FIRST AID SUPPLIES	59.19
		H & H AUTO	TIRE REPAIR #16	19.00
		IPERS	IPERS REGULAR EMPLOYEES	113.39
			IPERS REGULAR EMPLOYEES	115.52
		MITCHELL 1	WEB SUBSCRIPTION	282.08
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		PRINCIPAL	GTL_VTL INSURANCE	2.28
			PRINCIPAL DENTAL POLICY	17.04
		SHOTTENKIRK	REPAIR PARTS #54	105.51
		STORM STEEL	REPAIR PARTS #5	35.43
		TITAN MACHINERY INC	REPAIR PARTS #138	180.00
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	5.31
		CITY OF TIPTON FUNDS	Repay Admin Services	2,025.38
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	603.51

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	4,298.39
INT SRVC	OTHER BUSINE	PSF HEALTH INSURAN J ROBERT HOPSON	509A ACTUARIAL CERTIFICATI	550.00
			TOTAL:	550.00
INT SRVC-OTHER BUSINES	ADMINISTRATIVE SER	I.R.S.	FICA WITHHOLDING	104.43
			FICA WITHHOLDING	105.50
			MEDICARE WITHHOLDING	23.88
			MEDICARE WITHHOLDING	0.54
			MEDICARE WITHHOLDING	22.70
			MEDICARE WITHHOLDING	0.78
			MEDICARE WITHHOLDING	1.20
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	1,168.04
		IPERS	IPERS REGULAR EMPLOYEES	167.24
			IPERS REGULAR EMPLOYEES	168.88
		QUADIENT FINANCE USA INC	POSTAGE	1,000.00
		OFFICE EXPRESS	OFFICE SUPPLIES	28.30
			OFFICE SUPPLIES	134.52
		OFFICE MACHINE CONSULTANTS INC	COMPUTER, WORKSTATION	3,432.00
			MANAGEMENT SERVICES	199.00
		PRINCIPAL	GTL_VTL INSURANCE	5.01
			PRINCIPAL DENTAL POLICY	32.36
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	8.73
		WINDSTREAM	MONTHLY SERVICES	903.94
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	9.17
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,503.17
			TOTAL:	9,019.39
NON-DEPARTMENTAL	PAYROLL ACCOUNT	I.R.S.	FEDERAL WITHHOLDING	6,958.99
			FEDERAL WITHHOLDING	6,812.00
			FICA WITHHOLDING	5,037.03
			FICA WITHHOLDING	5,260.79
			MEDICARE WITHHOLDING	1,178.07
			MEDICARE WITHHOLDING	1,230.43
		AFLAC	AFLAC AFTER TAX PY W/HOLDI	96.40
			AFLAC AFTER TAX PY W/HOLDI	96.40
			AFLAC PY PRETAX WITHHOLDING	466.67
			AFLAC PY PRETAX WITHHOLDING	466.67
			AFLAC AFTER TAX DEDUCTION	30.24
			AFLAC AFTER TAX DEDUCTION	30.24
		AXA EQUI-VEST PROCESSING OFFICE	DEF. COMP PRETAX	175.00
			DEF. COMP PRETAX	175.00
		COLLECTION SERVICES CENTER	CHILD SUPPORT- SPANGLER-96	96.73
			CHILD SUPPORT- SPANGLER-96	96.73
		IPERS	IPERS WITHHOLDING, FIRE	38.95
			IPERS WITHHOLDING, FIRE	38.95
			IPERS ELECTED OFFICIALS	23.59
			IPERS REGULAR EMPLOYEES	3,593.47
			IPERS REGULAR EMPLOYEES	3,582.76
			IPERS WITHHOLDING EMT	440.18
			IPERS WITHHOLDING EMT	725.24
			IPERS WITHHOLDING POLICE	1,127.85
			IPERS WITHHOLDING POLICE	1,095.68
		PRINCIPAL	GTL_VTL INSURANCE	531.00
			PRINCIPAL DENTAL POLICY	942.68
			VISION POLICY	447.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TREASURER, STATE OF IOWA	STATE WITHHOLDING	2,736.00
			STATE WITHHOLDING	2,704.00
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INSURANCE PYM	2,220.00
		CITY OF TIPTON	MISC. EMPLOYEE REIMBURSEME	250.00
			IPERS EMPLOYEE REIMBURSEME	165.29
			IPERS EMPLOYEE REIMBURSEME	165.29
			TOTAL:	49,035.70

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

001	GENERAL GOVERNMENT	122,431.48
110	ROAD USE TAX FUND	14,860.62
112	TRUST AND AGENCY FUND	42,923.75
119	Emergency Fund	2,829.58
121	LOCAL OPTION TAX	34,849.80
125	TIF SPECIAL REVENUE FUND	16,185.25
192	FIRE ENTERPRISE TRUST	7,178.08
317	HWY 38 PROJCT	55,965.00
319	INDUSTRIAL FEEDER PROJECT	14,491.01
600	WATER OPERATING	18,145.28
610	WASTEWATER/AKA SEWER REVE	48,919.63
630	ELECTRIC OPERATING	160,574.42
640	GAS OPERATING	26,024.00
660	AIRPORT OPERATING	1,109.28
670	GARBAGE COLLECTION	21,581.41
740	STORM WATER	1,682.49
810	CENTRAL GARAGE	4,298.39
820	PSF HEALTH INSURANCE	550.00
835	ADMINISTRATIVE SERVICES	9,019.39
860	PAYROLL ACCOUNT	49,035.70

GRAND TOTAL: 652,654.56

RESOLUTION TO APPROVE DRAINAGE EASEMENT AGREEMENT BETWEEN DAVID AND AMY FRASEUR, GRANTOR, AND THE CITY OF TIPTON, IOWA, GRANTEE

WHEREAS, The City of Tipton PW Dpt. identified a drainage issue near the end of existing Mulberry Street, said drainage issue created by an overabundance of above ground storm water runoff, and

WHEREAS, City Staff reached out to an adjacent property owner who owns undeveloped ground off the end of Mulberry Street to discuss potential storm water drainage improvements that could be installed on a portion of said owner's property to alleviate the issue being experienced by the City, and

WHEREAS, The property owner, David and Amy Fraseur, have agreed to the creation of a Drainage Easement over a portion of their property, further agreeing to terms and provisions related to the Drainage Easement as set forth in a Drainage Easement Agreement, a copy of same being appended hereto and by this reference incorporated within this Resolution as if same had been set forth fully verbatim herein, and

WHEREAS, the City Council has reviewed the proposed Drainage Easement Agreement, has received input from staff, and based thereon finds the approval of the proposed Agreement to be appropriate and in the best interests of the City of Tipton, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tipton, Iowa that the proposed Drainage Easement Agreement, appended hereto, is hereby approved and the Mayor is authorized and directed to execute the Easement Agreement on behalf of the City and the City Clerk is directed to see to the recording of said Easement Agreement after it has been fully executed by both the Grantor and the City.

PASSED AND APPROVED this ____ day of _____ 2023.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution _____ which was passed by the Tipton City Council this ____ day of _____ 2023.

Amy Lenz, City Clerk

MINUTES TO AUTHORIZE ISSUANCE
OF BONDS

419554-48

Tipton, Iowa

June 5, 2023

The City Council of the City of Tipton, Iowa, met on May 22, 2023, at _____ o'clock
____.m., at the _____, Tipton,
Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the
following Council Members present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____
introduced the following resolution and moved its adoption, seconded by Council Member
_____. The Mayor put the question upon the adoption of said
resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 060523B

Resolution authorizing and approving a Loan Agreement, providing for the issuance of \$4,020,000 General Obligation Corporate Purpose Bonds, Series 2023, and providing for the levy of taxes to pay the same

WHEREAS, the City of Tipton (the "City"), in Cedar County, State of Iowa, heretofore proposed to enter into a loan agreement (the "Essential Purpose Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$3,800,000 for the purpose of paying the costs, to that extent, of (a) constructing street, water system, storm water drainage, sanitary sewer system and sidewalk improvements; and (b) acquiring and installing street lighting, signage and signalization improvements (the "Essential Purpose Projects"), and has published notice of the proposed action and has held a hearing thereon on April 3, 2023; and

WHEREAS, the City also proposed to enter into a loan agreement (the "General Purpose Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$80,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of constructing electric utility improvements (the "General Purpose Project"), and in lieu of calling an election upon such a proposal, has published notice of the proposed action and has held a hearing thereon, and as of April 3, 2023, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the "Aquatic Center Loan Agreement" and together with the Essential Purpose Loan Agreement and the General Purpose Loan Agreement, the "Loan Agreements") and to borrow money thereunder in a principal amount not to exceed \$400,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking improvements at the municipal aquatic center (the "Aquatic Center Project, and together with the Essential Purpose Projects and General Purpose Project, the "Projects"), and in lieu of calling an election upon such a proposal, has published notice of the proposed action and has held a hearing thereon, and as of April 24, 2023, no petition had been filed with the City asking that the question of entering into the Aquatic Center Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, the City Council combined the Loan Agreements into a single loan agreement (the "Loan Agreement"); and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of the General Obligation Corporate Purpose Bonds, Series 2023 (the "Bonds") in evidence of the obligations of the City under the Loan Agreement, and the City has made provision for the approval of the P.O.S. and has authorized its use by Speer Financial, Inc. (as municipal financial advisor (the "Municipal Advisor") to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of Northland Securities, Inc., Minneapolis, Minnesota (the “Purchaser”), was determined to be the best, such bid proposing the lowest interest cost to the City for the Bonds; and

WHEREAS, the Purchaser has executed a certain official bid form/sale agreement (the “Sale Agreement”) with respect to the Loan Agreement and the Bonds, and the City Council has previously approved the Sale Agreement and has made provision for its execution and delivery; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Tipton, Iowa, as follows:

Section 1. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$4,020,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 2. The Bonds, in the aggregate principal amount of \$4,020,000, are hereby authorized to be issued in evidence of the City’s obligations under the Loan Agreement. The Bonds shall be dated June 20, 2023, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2024	\$ 75,000	4.00%	2032	\$290,000	4.00%
2025	\$125,000	4.00%	2033	\$305,000	4.00%
2026	\$125,000	4.00%	2034	\$310,000	4.00%
2027	\$230,000	4.00%	2035	\$325,000	4.00%
2028	\$235,000	4.00%	2036	\$340,000	4.00%
2029	\$245,000	4.00%	2037	\$270,000	4.00%
2030	\$265,000	4.00%	2040	\$280,000	4.00%
2031	\$275,000	4.00%	2043	\$325,000	4.00%

Section 3. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the

Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2031 through 2043, inclusive, prior to and in any order of maturity on June 1, 2030, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

Principal of the Bond maturing on June 1, 2040 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2038 and June 1, 2039, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2038	\$90,000
2039	\$95,000
2040	\$95,000 (Maturity)

Principal of the Bond maturing on June 1, 2043 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2041 and June 1, 2042, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2041	\$100,000
2042	\$110,000
2043	\$115,000 (Maturity)

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Bonds as to which the City reserves and exercises the right of redemption and as to

which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2023. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered

certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Bonds shall be in substantially the following form:

(Form of Bond)

**UNITED STATES OF AMERICA
STATE OF IOWA
CEDAR COUNTY
CITY OF TIPTON**

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2023

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, _____	June 20, 2023	888140 ____

The City of Tipton (the "City"), in Cedar County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the "Registrar" or the "Paying Agent"), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2023, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2023 (the "Bonds") issued by the City to evidence its obligation under a certain loan agreement, dated as of June 20, 2023 (the "Loan Agreement"), entered into by the City for the purpose of paying the cost, to that extent, of: (a) constructing street, water system, storm water drainage, sanitary sewer system and sidewalk improvements; (b) acquiring and installing street lighting, signage and signalization improvements; (c) constructing electric utility improvements; and (d) undertaking improvements at the municipal aquatic center.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2023, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on June 5, 2023, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2031 through 2043, inclusive, prior to and in any order of maturity on June 1, 2030, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000. Principal of the Bonds maturing on June 1, 2040 and June 1, 2043 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in the years 2038 and 2039; 2041 and 2042, respectively, in accordance with the mandatory redemption schedules set forth in the Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Tipton, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of June 20, 2023.

CITY OF TIPTON, IOWA

By (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)

City Clerk

Registration Date: (June 20, 2023)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB Bank, n.a.
West Des Moines, Iowa
Registrar

By (Authorized Signature)
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____ (Minor)
			under Uniform Transfers to Minors Act	_____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds (\$4,133,478.10), including original issue premium (\$113,478.10) (the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$78,602.70) shall be retained by the Purchaser as the underwriter's discount.

A portion of the Loan Proceeds (\$4,008,960.40) (the "Project Proceeds") received from the sale of the Bonds, shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The remainder of the Loan Proceeds (\$45,915) (the "Cost of Issuance Proceeds"), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of \$282,800;

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$277,800;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$377,800;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$373,600;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$374,200;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$384,400;

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$383,800;

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of \$387,800;

For collection in the fiscal year beginning July 1, 2032,
sufficient to produce the net annual sum of \$391,200;

For collection in the fiscal year beginning July 1, 2033,
sufficient to produce the net annual sum of \$384,000;

For collection in the fiscal year beginning July 1, 2034,
sufficient to produce the net annual sum of \$386,600;

For collection in the fiscal year beginning July 1, 2035,
sufficient to produce the net annual sum of \$388,600;

For collection in the fiscal year beginning July 1, 2036,
sufficient to produce the net annual sum of \$305,000;

For collection in the fiscal year beginning July 1, 2037,
sufficient to produce the net annual sum of \$114,200;

For collection in the fiscal year beginning July 1, 2038,
sufficient to produce the net annual sum of \$115,600;

For collection in the fiscal year beginning July 1, 2039,
sufficient to produce the net annual sum of \$111,800;

For collection in the fiscal year beginning July 1, 2040,
sufficient to produce the net annual sum of \$113,000;

For collection in the fiscal year beginning July 1, 2041,
sufficient to produce the net annual sum of \$119,000; and

For collection in the fiscal year beginning July 1, 2042,
sufficient to produce the net annual sum of \$119,600.

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Cedar County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City, which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as "Qualified Tax Exempt Obligations" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved June 5, 2023.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF CEDAR
CITY OF TIPTON

SS:

I, the undersigned, City Clerk of the City of Tipton, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing a Loan Agreement and providing for the issuance of \$4,020,000 General Obligation Corporate Purpose Bonds, Series 2023 of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Bonds or to levy taxes to pay the principal of and interest on the Bonds.

WITNESS MY HAND this _____ day of _____, 2023.

City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

CEDAR COUNTY

I, the undersigned, County Auditor of Cedar County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2023, the City Clerk of the City of Tipton filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on June 5, 2023, entitled: "Resolution authorizing and approving a Loan Agreement, providing for the issuance of General Obligation Corporate Purpose Bonds, Series 2023, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2024.

WITNESS MY HAND this _____ day of _____, 2023.

County Auditor

LOAN AGREEMENT

This Loan Agreement is entered into as of June 20, 2023 by and between the City of Tipton, Iowa (the "City"), and Northland Securities, Inc., Minneapolis, Minnesota (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$4,020,000 and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose Bonds, Series 2023 in the aggregate principal amount of \$4,020,000 (the "Bonds").

2. The City has adopted a resolution on June 5, 2023 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated June 20, 2023, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF TIPTON, IOWA

By _____
Mayor

Attest:

City Clerk

NORTHLAND SECURITIES, INC.
Minneapolis, Minnesota

By _____
(Signature)

(Print Name and Title)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Tipton, Iowa (the “Issuer”), in connection with the issuance of the \$4,020,000 General Obligation Corporate Purpose Bonds, Series 2023 (the “Bonds”), dated June 20, 2023. The Bonds are being issued pursuant to a resolution of the Issuer approved on June 5, 2023 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) To the extent such information is customarily prepared by the Issuer and is made publicly available, not later than June 30 (the “Submission Deadline”) of each year following the end of the 2022-2023 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The Audited Financial Statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the

effect thereof. If the Issuer's audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) other financial information and operating data regarding the Issuer of the type presented in the final official statement distributed in connection with the primary offering of the Bonds; provided, however, other than information included in its audited financial statements, the Issuer does not customarily prepare or make publicly available, most of the information in the final official statement, and accordingly no financial information or operating data (other than that normally included in the audited financial statements) will be provided by the Issuer in the Annual Report other than the following:

Debt Information
Property Assessment and Tax Information
Financial Information

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the

security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall Speer Financial, Inc.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking

into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any

claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: June 20, 2023

CITY OF TIPTON, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this June 20, 2023 (the “Dated Date”) by and between the City of Tipton, Iowa hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the “Bond Document” certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$4,020,000 General Obligation Corporate Purpose Bonds, Series 2023 hereinafter called the “Bonds”; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
 - a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
 - b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
 - c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and
 - d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any

obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT: UMB Bank, n.a.
Attn: Corporate Trust & Escrow Services
7155 Lake Drive, Suite 120
West Des Moines, Iowa 50266

If to ISSUER: City of Tipton, Iowa
Attn: City Clerk
City Hall
407 Lynn Street
Tipton, Iowa 52772-1633

26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF TIPTON, IOWA

Mayor

Attest:

City Clerk

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By: _____
Authorized Signatory



PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE

- | | |
|--------------------------------------|----------------------------|
| • Book Entry Bonds | \$300 initial/\$600 annual |
| • Registered/Private Placement Bonds | \$500 initial/\$600 annual |

*Initial Fees charged at Closing

*Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

- | | |
|-------------------------------------|------------------------------|
| • Placement of CDs or Sinking Funds | \$500 per set up/outside UMB |
| • Late Payments | \$100 |
| • Optional or Partial Redemption | \$300 |
| • Mandatory Redemption | \$100 |
| • Early Termination/Full Call | \$500 |
| • Paying Costs of Issuance | \$500 one-time fee |

SERVICES AVAILABLE UPON REQUEST

- | | |
|-----------------------|----------------|
| • Dissemination Agent | \$1,000 annual |
|-----------------------|----------------|

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

RESOLUTION NO. 040523C

RESOLUTION IN SUPPORT OF “ROSH PROPERTIES 113 LEMON STREET HOUSING PROJECT” AND ITS APPLICATION TO THE WORKFORCE HOUSING TAX-CREDIT PROGRAM AND AFFIRMING THE CITY’S FINANCIAL SUPPORT FOR THE PROJECT

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

WHEREAS, the City is working with Rosh Properties toward its goal of developing the first four of possibly twelve owner-occupied condo or multi-family dwellings that qualify for the WHTC Program; and

WHEREAS, the City of Tipton has a special interest in the expanding housing opportunities within the City and will make these types of financial support available to the project:

--1.) The project area lies within Tipton’s City-wide urban revitalization area. The City Council’s urban revitalization plan provides a 10-year, 100% tax-exemption on the newly constructed improvements for multi-family projects of three or more.

A recent general estimate from the County Auditor determined that one of the proposed dwelling’s Year 1 tax-exemption (if it existed now and with today’s values and tax rates applied to it) would be worth about \$4600 or about \$18,400 for four dwellings.

--2.) The project also qualifies for the City’s Tipton Improvement Program (TIP) which can provide a one-time grant of up to \$7500 for new improvements.

NOW, THEREFORE, Be It Resolved that the City Council of the City of Tipton does hereby state its support for “Rosh Properties’ 113 Lemon Street Housing Project” and its Workforce Housing Tax-Credit Program application.

PASSED AND APPROVED this 5th day of June 2023.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution _____ which was passed by the Tipton City Council this 5th day of June 2023.

Amy Lenz, City Clerk

AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	6/5/2023
AGENDA ITEM:	Allow Food Trucks to Park in designated area on the Green Space
ACTION:	Motion to approve, deny, or table

SYNOPSIS: SYNOPSIS:

Food trucks are becoming popular in Tipton. It is a problem finding a central area to park a food truck in the downtown district. I would like to propose having food trucks park on the green space toward the alley (not blocking the alley) on the north side of the sidewalk. Food truck business window would face the sidewalk.

Would need to gravel that area and in the event of rain or wet conditions a food truck wouldn't be allowed to park there.

I would also like to check into adding two picnic tables and a trash can on the green space. I'm currently working on a food truck permit and application.

The two concrete slabs on the east end of the green space also need to be removed.

BUDGET ITEM: 001-5-525-65980

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

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

ATTACHMENTS: Picture of the green space

DATE PREPARED: 6/1/2023



**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	06/05/2023
AGENDA ITEM:	Discussion and Possible Action Recommending Approval of Hinson Consulting's proposal to update the City's compensation plan
ACTION:	Discussion and Possible Action

SYNOPSIS:

Three years ago, City Council approved a contract with Hinson Consulting to conduct a wage study. That study helped restructure the City's compensation scales and policy. City Council then approved the Hinson recommendations at the December 7, 2020 Council meeting which then went into effect July 1, 2021.

Most would agree, a lot has happened since adopting the Hinson scales including a worldwide pandemic, massive supply chain issues, and an ongoing employment crisis to name a few. All these factors have contributed to significant changes in surrounding job markets. While labor force has been short, wages have driven up. While Tipton has continued to have wage increases each budget year based on the current compensation structure, it is felt that Tipton has not kept up with surrounding markets, cost of living and inflation. Consequently, the City of Tipton continues to experience loss of staff, long term unfilled vacancies, and ever looming temptation for staff to leave for better opportunities. Our combined goal should be to correct these situations, stop losing staff, keep who we have left, and fill our vacancies both long and short term.

The Tipton City Staff is requesting to have an update to the Hinson study. The goal would not be to "re-write the book" but to simply re-examine post pandemic wages and make needed adjustments. Like last time, let's take a good look at comparable towns and municipalities. But should we stop there? To date we have lost staff to CIPCO, Alliant Energy, REC, City of Mount Vernon, City of Iowa City and Cedar County to name a few. Others that are always tempting are City of Coralville, University of Iowa, City of North Liberty, Iowa DOT and Muscatine Power and Water. Would we be negligent to avoid looking at these entities? We think so. Most of our staff would agree, we may not be able to match these larger entities, but any attempt of the City of Tipton to close the wage gap even part way would speak volumes and could greatly enhance stability, morale, and retention.

We have reached out to Brent Hinson who performed our last wage study. Brent is willing to provide his services again and has provided a quote in the amount of \$3500. Please keep in mind, the current proposal may not include many of the entities listed above.

The proposal is attached for your review.

PREPARED BY: Department Heads

DATE PREPARED: 5/31/23



HINSON CONSULTING, LLC

LOCAL GOVERNMENT HIRING, PLANNING & FINANCE

Proposal

April 9, 2023

To: Mr. Brian Wagner, City Manager; City of Tipton, Iowa

Brent Hinson
Hinson Consulting, LLC

Re: Compensation Study Update

Dear Brian:

Thanks for reaching out to me for possible assistance in updating the compensation study I completed in 2020 for the City of Tipton. I am providing a preliminary proposal for your review and comment. I'm happy to revise as necessary to better capture the City's needs and desired product from this effort.

My understanding is that the City would like to have a follow-up survey of comparable entities conducted to ensure that the existing scales remain competitive. Additionally, the City is interested in ensuring that gas & electric utility worker pay is market-competitive, and we expect to make some adjustments to the scales for these positions.

See attached for a preliminary schedule. Since I now live significantly further away from Tipton than when I completed the 2020 study, I propose to join all meetings virtually, rather than alternating between virtual and in-person visits.

Proposed Fees

Based on the overall above scope, I would propose to charge a flat fee of \$3,500 for the above services. I would intend this to be all-inclusive; if for some reason the scope

Hinson Consulting, LLC
hinsonconsultingllc@gmail.com

needs to expand significantly once we get started, I can either provide a revised quote or can charge my standard rate of \$80/hour (I bill by the quarter-hour and work hard to be very efficient with my time). I do not expect the need for any reimbursable expenses for this effort such as copying, mileage, or other reimbursements.

Thanks for the opportunity to serve you, and please let us know if you have any questions or additional requests.

Brent Hinson
Hinson Consulting, LLC

Hinson Consulting, LLC
hinsonconsultingllc@gmail.com

