

**City of Tipton, Iowa**

**Meeting:** Tipton City Council Meeting  
**Place:** Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772  
**Date/Time:** Wednesday, September 7, 2022, 5:30 p.m.  
**Web Page:** [www.tiptoniowa.org](http://www.tiptoniowa.org)  
**Posted:** Friday, September 2, 2022 (Front door of City Hall & City Website)

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

<https://meet.goto.com/600335253>

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

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

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

**Access Code:** 600-335-253

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**Mayor:** Bryan Carney

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

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**A. Call to Order**

**B. Roll Call**

**C. Pledge of Allegiance**

**D. Agenda Additions/Agenda Approval**

**E. Communications:**

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

**F. Consent Agenda**

**Note:** These are routine items and will be enacted by one motion without separate discussion unless a Council Member requests separate consideration.

1. Approval – Council Meeting Minutes, August 22, 2022
2. Approval – Development Director’s Report, July/August 2022
3. Approval – Public Works Update, September 1, 2022
4. Approval – Garbage exemption of six empty lots/homes at Country Estates Mobile Home Community
5. Approval – Liquor license renewal, Mi Tierra

6. Approval – Downtown Revitalization Incentive Program (DRIP) request, Mike Goetz, DBA: Family Foods
7. Approval – Downtown Revitalization Incentive Program (DRIP) reimbursement, Guillermo Pacheco, DBA: Mi Tierra, \$7,500
8. Approval – Mayoral appointment of LuAnn Helm to the Planning and Zoning Commission
9. Approval – Mayoral appointment of LuAnn Helm to the Cedar County Economic Development Commission
10. Approval – Gas department purchase of Partlow Chart Recorder
11. Approval – Claims Register which includes claims paid under current Purchase Policy

**G. City Business**

1. Discussion and possible action concerning Contract Amendment 1 Proposal for Crooked Creek Trail Route Determinations from Origin Design (*Jon Lutz and John Berns will be in attendance*).
2. Resolution No. 090722A: Resolution setting a public hearing for a proposed private sanitary sewer service line easement requested by the Cedar County Cooperative
3. Discussion and possible action concerning approval of \$100,000 catalyst grant agreement with IEDA for the ground floor of 524 Cedar Street. (*This is \$100,000 catalyst grant agreement is for the ground floor of the Rhino's building. The cover letter's due date for signing this was extended to September 11<sup>th</sup>.*)
4. Ordinance No. 585: Ordinance amending the City Code of Ordinances Chapter 168 Zoning Regulations Administration and Enforcement, Section 168.13.1 “Establishment of Planning and Zoning Commission” (*Final Reading*)
5. Ordinance No. 586: Ordinance amending Chapter 106, collection of solid waste, Section 106.08, of the City Code of Ordinances (*First Reading*)
6. Discussion and possible action concerning garbage exemption for two apartment buildings located at 300 and 310 West 4<sup>th</sup> Street, Kevin Kofron
7. Resolution No. 090722B: Resolution accepting the completion of the “North Avenue Water Main Improvements” (Project) and approving Pay Application No. 5 (release of retainage) according to the contract documents.
8. Discussion and possible action concerning possible upgrades on storm intakes and sanitary manholes on North Avenue
9. Discussion and possible action concerning intersection at East 10<sup>th</sup> Street and North Avenue
10. Closed Session: The City Council may choose to enter into closed session pursuant to Iowa Code Section 21.5(1)(j) to discuss the purchase of particular real estate where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property.

11. Discussion and possible action concerning potential action to direct staff to proceed as discussed and directed during the Closed Session.

**H. Reports of Mayor/ Council/ Manager/ Department Heads**

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

**I. Adjournment**

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

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

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August 22, 2022  
Tipton Fire Station  
301 Lynn Street  
Tipton, Iowa

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

**Agenda:**

Motion by McNeill, second by Helm to approve the agenda with the removal of Items F7 and F8 from under the Consent Agenda, and move to under City Business. Following the roll call vote the motion passed unanimously.

**Communications:**

1. Grilling on the sidewalk during some Iowa Hawkeye football games. (*The Rickery*)

Motion by Cummins, second by Paustian to approve. Following the roll call vote the motion passed unanimously.

**Consent Agenda:**

Motion by Paustian, second by Cummins to approve the consent agenda which includes the August 8<sup>th</sup> Council Meeting Minutes, August 15<sup>th</sup> Council Meeting Minutes, July 2022 Investment and Treasurer's Report, July 18<sup>th</sup> Library Minutes, July 2022 Library Director's Report, adoption of new Gas Operating & Maintenance Plan, replacement of lane lines and lane line reel at the James Kennedy Family Aquatic Center from Kiefer Aquatics in the amount of \$6,977 (*Tipton Schools have agreed to pay half*), replacement of men's locker room showers at James Kennedy Family Aquatic Center from Lowden Plumbing & Heating in the amount of \$6,172.81, Waffles and Wheels fundraiser for the THS band in the park, on Sunday, September 11<sup>th</sup>, 8:00 a.m. to 12:00 p.m., and the following claims list. Following the roll call vote the motion passed unanimously.

AFLAC	AFLAC AFTER TAX PY W/HOLDING	593.31
AUCA CHICAGO LOCKBOX	BLDG MAINT SUPPLIES	331.31
AXA EQUI-VEST PROCESSING O	DEF. COMP PRETAX	385.00
BAKER & TAYLOR	BOOKS	492.22
BANLEACO	COPIERS CONTRACT	105.60
BITUMINOUS MATERIALS & SUP	OIL FOR PATCH MACHINE	1936.86
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	783.18
BUSINESS RADIO SALES AND S	RADIO PARTS	131.20
CEDAR COUNTY CO-OP	FUEL DISCOUNT	42591.83
CEDAR COUNTY REPAIR INC	OPERATING SUPPLIES	40.08
CEDAR COUNTY SOLID WASTE	TRANSFER FEES	3391.00
CINTAS	UNIFORMS	851.00
CINTAS CORPORATION	FIRST AID SUPPLIES	298.34
CITY UTILITIES	CITY UTILITIES	7236.19
CLARENCE LOWDEN SUN-NEWS &	POOL SCHEDULE	183.00
COLLECTION SERVICES CENTER	CHILD SUPPORT	96.73
CORE-MARK MIDCONTINENT INC	CONCESSIONS	2057.33
DIAMOND VOGEL PAINT CENTER	YELLOW TRAFFIC PAINT	277.70
ECIA	N AVE WATER IMPROVEMENTS	751.66
FAMILY FOODS	CONCESSIONS	143.36
FLETCHER-REINHARDT CO.	OPERATING SUPPLIES	109.95
GRAINGER	OPERATING SUPPLIES & PARTS	38.86

GRASSHOPPER LAWN CARE DBA	CONTRACT PAY 07/16-08/15	2916.67
HAWKINS INC	CHEMICALS	2810.56
I.R.S.	FEDERAL WITHHOLDING	22656.28
IOWA ASSOCIATION OF	TRAINING	1355.00
IPERS	IPERS WITHHOLDING, FIRE	13614.78
JOHN DEERE FINANCIAL	OPERATING SUPPLIES	898.46
KAY PARK RECREATION	2 PEDESTAL GRILLS	1185.00
LECTRONICS INC	ALARM INSPECTIONS	550.00
LISA DUFOUR	MISC SUPPLIES	51.95
MICHEL'S TREE SERVICE	EMERGENCY TREE WORK 100 E 7TH	300.00
MISC. VENDOR	MISC. VENDORS	1027.94
OFFICE EXPRESS	OFFICE SUPPLIES	292.96
OVERDRIVE INC	E-BOOK CONTENT FEE	961.29
PREMIER PARTS INC	PARTS, OPERATING SUPPLIES	409.95
PRINCIPAL	PRINCIPAL DENTAL POLICY	1789.92
QC ANALYTICAL SERVICES LLC	WASTEWATER TESTING	1342.00
QUADIENT LEASING USA INC	POSTAGE MACHINE LEASE	969.84
REPUBLIC SERVICES OF IOWA	RECYCLING SORT FEES	286.42
SCHUMACHER ELEVATOR COMPAN	MONTHLY MAINTENANCE	246.10
SEAN PAUSTIAN	SHIP KNOX KEY SECURES FOR RPRS	171.93
STATE HYGIENIC LABORATORY	TESTING FEES	311.00
STEVE NASH	3 5 GL BUCKETS STREET PAINT	371.51
SWICK CABLE CONTRACTOR'S I	DIRECTIONAL BORE NORTH	100000.00
TENNIS SERVICES OF IOWA	AVENUE	36560.00
TERRY DURIN COMPANY	PICKLEBALL & TENNIS MAINT	21601.32
TIPTON CONSERVATIVE	UNDERGROUND SUPPLIES	1151.77
TIPTON PHARMACY	MINUTES,PH,ORD,FAC	598.02
TREASURER, STATE OF IOWA	PHARMACEUTICALS	3402.00
TYLER TECHNOLOGIES INC	STATE WITHHOLDING	611.19
VERIZON	UB NOTIFICATION CALLS	1618.19
WINDSTREAM	CELL & DATA	74.30
** TOTAL **	MONTHLY SERVICES	282962.06
FUND TOTALS		
001 GENERAL GOVERNMENT		72,457.33
110 ROAD USE TAX FUND		182.22
600 WATER OPERATING		2,237.47
610 WASTEWATER/AKA SEWER REV		2,489.52
630 ELECTRIC OPERATING		158,170.49
640 GAS OPERATING		1,641.35
670 GARBAGE COLLECTION		4,460.26
740 STORM WATER		65.17
810 CENTRAL GARAGE		11,952.15

835 ADMINISTRATIVE SERVICES	3,601.20
860 PAYROLL ACCOUNT	25,704.90
GRAND TOTAL	282,962.06

**City Business:**

1. Cedar County Coop's request for a sanitary sewer easement across the City's soccer fields.  
Motion by Paustian, second by McNeill to approve moving forward with the process. Following the roll call vote the motion passed unanimously.
2. LEV Energy Advisor's proposal to draft a solar RFP for municipal solar array.  
Motion by McNeill, second by Cummins to approve going out for RFP's. Following the roll call vote the motion passed unanimously.
3. Electric department purchase of Federal Pacific Switchgear Cabinet at the price of \$74,194.  
Motion by McNeill, second by Cummins to approve electric department purchase of Federal Pacific switchgear cabinet in the amount of \$74,194, including foundation basement from Federal Pacific through Power Line Supply. Following the roll call vote the motion passed unanimously.
4. Electric innerduct purchase for Industrial Feeder Project  
Motion by Cummins, second by McNeill to approve electric innerduct purchase for the Industrial Feeder Project from Black Diamond in the amount of \$38,790. Following the roll call vote the motion passed unanimously.
5. Electric innerduct purchase for stock  
Motion by Cummins, second by McNeill to approve electric innerduct purchase for stock from Power Line Supply in the amount of \$16,320. Following the roll call vote the motion passed unanimously.
6. Use of sod as an alternative to grass seeding to re-establish lawns abutting street projects such as North Avenue.  
Motion by Helm, second by Cummins to approve authorizing Brian Brennan to use his best judgment on how to proceed after he speaks with the engineer and Triple B Construction. Following the roll call vote the motion passed unanimously.
7. Ordinance No. 585: An ordinance amending the City Code of Ordinances Chapter 168 Zoning Regulations Administration and Enforcement, Section 168.13.1 "Establishment of Planning and Zoning Commission" (*Second Reading*)  
Motion by Hembry, second by Cummins to pass the second reading of Ordinance No. 585. Following the roll call vote the motion passed unanimously.
8. Move September 5<sup>th</sup> council meeting.  
Motion by Paustian, second by Cummins to approve moving the September 5<sup>th</sup> meeting to September 7<sup>th</sup>. Following the roll call vote the motion passed unanimously.
9. Move October council meeting dates.  
Motion by Cummins, second by McNeill to approve moving the October council meeting dates to October 10<sup>th</sup> and October 24<sup>th</sup>. Following the roll call vote the motion passed unanimously.

**Adjourn:**

With no further business to come before the council a motion to adjourn was made by McNeill, second by Cummins. Following the roll call vote the motion passed unanimously.  
Meeting adjourned at 6:34 p.m.

Mayor \_\_\_\_\_

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



## July/August 2022 Directors Report

- Continue to process and assist with DRIP, TRIP and Revolving Loans
- Attended Council meetings
- Attended Hardacre meetings
- Attended Business Growth Board meetings
- Attended Prosperity Iowa Eastern Iowa Board meetings
- Attended Commission meetings
- Attended Chamber meetings, ribbon cuttings and business of the month
- Downtown murals – Christine Boeve will be finishing mural on the Rickery building. Received a grant from Community Foundation and will send final report after the completion
- Working on map for Veteran banners locations
- Attended Iowa Downtown Conference in Pella on August 1-3
- Attended meeting with Mel Pins, Executive Director Brownfield Redevelopment Program
- Helped arrange and attended Hardacre apartments open house on July 7<sup>th</sup>
- Attended townhall meeting with State Auditor, Rob Sand on July 26<sup>th</sup>
- Met with Jim Thompson, IECA for final walk-through of the Hardacre (part of Catalyst grant) on July 25<sup>th</sup>
- Working with DC Taylor Roofing (scheduled to begin roofing the Rhino's building)
- Attended Cedar County Health Fair event on August 5<sup>th</sup>
- Attended Touch a Truck event on August 6<sup>th</sup>
- Attended Honeypot Wholesale Warehouse's first year anniversary luncheon
- Attended Jennifer Walker (ECIA) meeting with the Hardacre board
- Working on Grayfield Tax Credit with Dan LoBianco, ECIA
- Working with Ross Grimes, Fehr Graham with Phase 1 study for Rhino's building

# Memo

**To:** City Council, Mayor Carney

**From:** Steve Nash, Public Works

**cc:** Brian Wagner, City Manager & Melissa Armstrong

**Date:** September 1, 2022

**Re:** Public Works Update

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The following progress has been made since the last PW Update:

- Progress on sidewalk repair/replacement is an ongoing thing with 4 big locations finished. The guys poured the first section of the library sidewalk yesterday. Our goal at the library is to finish all the work on the front of the facility and use whatever funds are still available to do sidewalk replacement on the south side. We will work on that area along with other small street patches and Aquatic Center issues. We are placing a donated bench and installing a flagpole near the entrance to the Aquatic Center.
- On Thursday, August 18<sup>th</sup> the Training Rep from Elgin conducted an all-day session with the entire PW crew. His instruction included maintenance and operation. All the guys had an opportunity to operate the Street Sweeper with his supervision. We now have trained people on staff, other than Klay.
- Jo Ann Crock and I have just submitted our 3<sup>rd</sup> Grant Application for an another \$10,000 for tree purchasing and planting this fall. We'll know the results on September 15, 2022. This would be an October event if we are awarded, to plant 53 trees on Street ROW all over town.
- We continue to work with V&K on some additional details concerning the North Ave. Street project. I'm writing up two concerns that we have with the initial design and scope of the resurfacing phase. They are addressed in the New Business part of the meeting.



# COUNTRY ESTATES MHC LLC

707 W. 9<sup>th</sup> St, Tipton, IA 52772 | (832) 515-2608 | tripp@suncrestcap.com

**AUGUST 23, 2022**

City of Tipton, IA City Council  
Tipton, Iowa 52772

**Dear City of Tipton, IA City Council:**

We're the Country Estates Mobile Home Community LLC. We own and operate the Country Estates Mobile Home Community located at 707 W. 9<sup>th</sup> St, Tipton, IA 52772. We are currently renovating several park owned homes and empty lots, and would like to formally request to have the garbage ended/exempted for the following empty lots/homes: 14, 36, 40, 45, 55, & 66. We strive to foster a safe, family friendly, and aesthetically pleasing community where our tenants feel at home. The money saved from this garbage exemption would greatly benefit our improvement efforts. We intend to resume garbage collection as soon as our renovations are completed and we have new tenants occupying the lots/homes. Thank you for your understanding with this matter and God Bless. For your convenience, I have included the account numbers of the units below:

- Unit 14 – Account #10-2170-02
- Unit 36 – Account #10-2140-15
- Unit 40 – Account #10-2630-11
- Unit 45 – Account #10-2390-08
- Unit 55 – Account #10-3550-05
- Unit 66 – Account #10-2620-07

These trailers have been sitting empty for quite some time. Still pay Garbage @ Lot 50/04/45  
OK to exempt

Sincerely,

**Tripp Cooper**  
**Country Estates MHC LLC**

## Amy Lenz

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**From:** noreply@salesforce.com on behalf of IOWA ABD Licensing Support  
<elaps@iowaabd.com>  
**Sent:** Wednesday, August 31, 2022 3:49 PM  
**To:** Amy Lenz  
**Cc:** licensingnotification@iowaabd.com  
**Subject:** Application App-167534 Ready for Review

Hello,

Application Number App-167534 has been set to "Submitted to Local Authority" status and is currently ready for your review.

Corp Name: MI TIERRA MEXICAN GRILL INC

DBA: MI TIERRA MEXICAN GRILL

License Number: LC0038669

Application Number: App-167534

Tentative Effective Date: 9/15/2022

License Type: Class C Liquor License (LC)

Application Type: Renewal

Amendment Type:

Thank you.

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	9/8/2022
<b>AGENDA ITEM:</b>	DRIP Program Request
<b>ACTION:</b>	Motion to approve, deny or table

**SYNOPSIS:**

DRIP Revitalization Incentive Program (DRIP) Request

Applicant: Mike Goetz DBA: Family Foods

Total amount of project: \$44,778.00 Blade Sign Grant

Amount suggested to approve by the Commission: \$7,500.00 to begin project.

Project summary: Blade Sign Grant

- 10mm High brightness color LED Watch Fire Message Center
- 4'5 high x 8'3" wide x 5" deep
- Plays pre-recorded clips
- Imports Windows Video
- Animated Text & Graphics

Family Foods current monochrome LED sign located on Hwy 38 is at the end of its life span and parts are getting hard to find or not being produced any longer. Family Foods is being proactive and will upgrade to a full color display with much higher resolution message board with video capability. For the past 12 years with their current LED sign, they have been able to advertise their business as well as promote hundreds of community events.

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

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

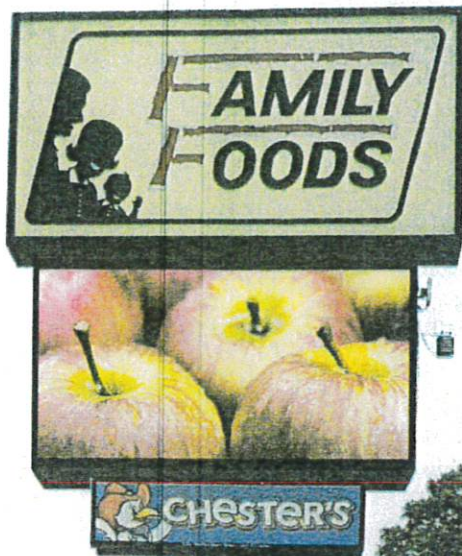
**MAYOR/COUNCIL ACTION:** Approve, deny or Table

**ATTACHMENTS:** Picture of what new sign will look like

**PREPARED BY:** Linda Beck

**DATE PREPARED:** 8/29/2022

These plans are the exclusive property of the Lange Sign Group and are the result of the original work of its employees, they are submitted to you for distribution, or exhibition of these plans to anyone other than the employees of your company



Scale: 1/4"=1'-0"



Existing

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	9/7/2022
<b>AGENDA ITEM:</b>	DRIP Program Reimbursement Request
<b>ACTION:</b>	Motion to approve, deny or table

**SYNOPSIS:**

Downtown Revitalization Incentive Program (DRIP) Reimbursement Request

Applicant: Guillermo Pacheco DBA: Mi Tierra Mexican Restaurant  
Building location: 310 Cedar Street

Tipton Commission made their recommendation via email to consider DRIP (Downtown Revitalization Incentive Program) reimbursement requested from Guillermo Pacheco owner Mi Tierra Mexican Restaurant located at 310 Cedar Street. Request was approved to move forward for final approval from the City Council.

Total amount of project: \$25,000 for a Commercial Grant

Amount suggested to approve reimbursement request by the Commission in the amount of \$7,500.00.

Project summary: Exterior renovation

- Fixed exterior walls to prevent further water damage to building

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

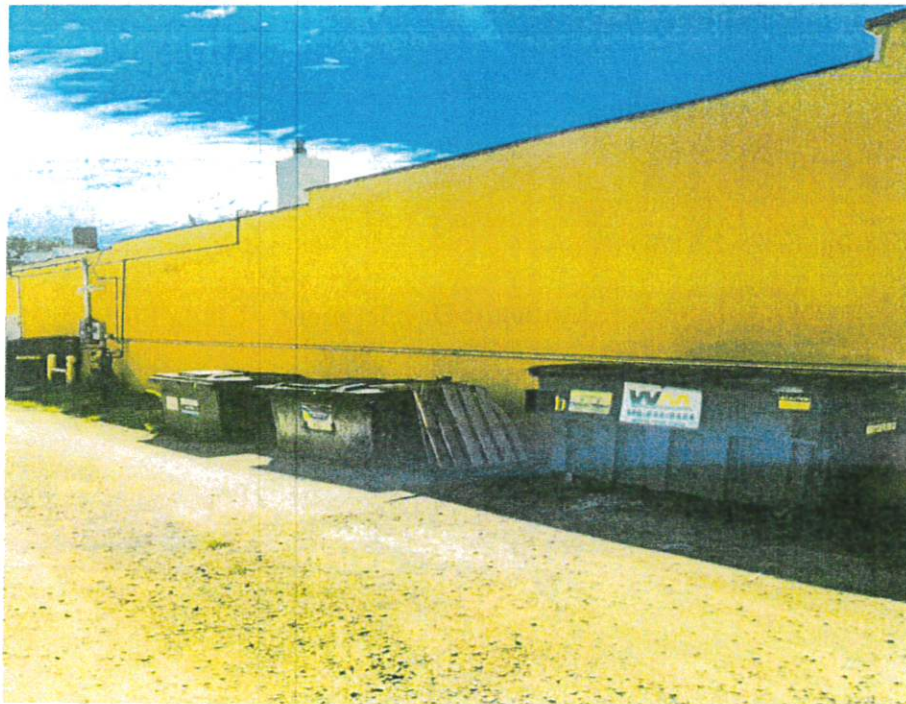
**RESPONSIBLE DEPARTMENT:** Economic Development – Linda Beck

**MAYOR/COUNCIL ACTION:** Approve, deny or Table

**ATTACHMENTS:** Pictures

**PREPARED DATE:** 8/22/2022

Mi Tierra  
Guillermo Pacheco  
Finished Exterior Pictures



## Amy Lenz

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**From:** Lu Ann Helm <luhelm02@yahoo.com>  
**Sent:** Wednesday, August 31, 2022 5:35 AM  
**To:** Bryan Carney; Brian Wagner, City of Tipton  
**Subject:** P & Z Committee

Hi,  
This is LuAnn Helm.  
I wanted to let you know that I am interested in being on the Planning and Zoning Committee as well as the Cedar County Economic Development Committee. I would really like to get involved with my community. I think this would be a good start.

Thank you,

LuAnn Helm

**AGENDA ITEM**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

**DATE:** 9/2/22

**AGENDA ITEM:** Gas purchase of Partlow Chart Recorder

**ACTION:** Discussion Possible Approval

**SYNOPSIS:** The previous gas chart recorder quit on 7/28/22, cost of new one is \$3,795.29, which insurance has covered \$1,295.29, so cost is \$2,500. This records gas pressure and temperature 24/7 which is required by the Iowa Utilities Board.

**BUDGET ITEM:** Partlow Chart Recorder

**RESPONSIBLE DEPARTMENT** Gas

**MAYOR/COUNCIL ACTION:** Discussion and Possible Approval

**ATTACHMENTS:** Yes

**PREPARED BY:** Adam Fitch

**DATE PREPARED:** 9/2/22



# QUOTATION



**Corrosion Fluid Products**

5442 Tremont Avenue  
 Davenport, IA 52807  
 US  
 563-391-2700

Order Number	
3651278	
Order Date	Page
7/29/2022 10:24:16	1 of 1
<i>Inside Sales:</i> Joan Baldwin	
<i>Email:</i> jbaldwin@fcxperformance.com	
<i>Account Mgr:</i> Sherry Hanson	
<i>Email:</i> shanson@fcxperformance.com	

Quote Expires On 9/1/2022

**Bill To:**

City of Tipton  
 417 Cedar Street  
 Tipton, IA 52772

**Ship To:**

City of Tipton  
 417 Cedar Street  
 Tipton, IA 52772

563-886-4597

Requested By: Melissa Armstrong  
 563.886.6187 marmstrong@tiptoniowa.org

**Customer ID:** 378199      **Terms:** Prepay

Requested Date		PO Number		Ship Route	Inside Sales
7/29/2022 00:00:00		Partlow			JBALDWIN

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				

**Order Note:** Ships in approx 4-6 weeks ARO

**Delivery Instructions:** UPS Ground

1.00	0.00	1.00	EA		(001) PA 51110011	EA	3547.00	3,547.00
				1.0	MRC 5 Partlow Chart Recorder			
					MRC 5 2PEN REC. 1ALM.REL.STD N3			

Total Lines: 1

**SUB-TOTAL (freight excluded):** 3,547.00

**TAX:** 248.29

**AMOUNT DUE (freight excluded):** \$3,795.29

The enclosed pricing and or discounts are predicated on receiving an order for the quantities as listed.  
 Any significant deviation may result in a change in price and or discount.

U.S. Dollars

"Unless otherwise noted, Item prices do not include freight, shipping handling fees and/or duties, any present or future sales, use, excise, value-added or similar taxes. Where applicable, such taxes shall be billed as a separate item and paid by Buyer"

THE QUOTATION CONTAINS CONFIDENTIAL INFORMATION, MAY NOT BE DISCLOSED TO THIRD PARTIES AND IS SUBJECT TO OUR STANDARD TERMS AND CONDITIONS OF SALES, AVAILABLE AT [www.fcxperformance.com](http://www.fcxperformance.com). PRICES QUOTED ABOVE ARE THOSE IN EFFECT AT THE TIME OF QUOTATION. MANUFACTURER INCREASES AND NON-MARKET COSTS MAY APPLY UNLESS SPECIFICALLY STATED ON THE FACE OF THIS QUOTATION. RETURNED PRODUCT IS SUBJECT TO A RESTOCKING CHARGE.

All Orders Subject to FCx Terms & Conditions. For further information please visit [www.fcxperformance.com](http://www.fcxperformance.com).

Factory expedites subject to availability and additional charges.

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
POLICE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	1,083.45			
			MEDICARE WITHHOLDING	232.17			
			MEDICARE WITHHOLDING	0.68			
			MEDICARE WITHHOLDING	11.52			
			MEDICARE WITHHOLDING	9.02			
			IPERS	IPERS WITHHOLDING POLICE	1,680.69		
			OFFICE MACHINE CONSULTANTS INC	DOMAIN REGISTRATION	105.00		
			PRINCIPAL	GTL_VTL INSURANCE	27.24		
			T & M CLOTHING CO.	UNIFORM ITEMS	80.00		
			UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	71.25		
			CITY OF TIPTON FUNDS	Repay Admin Services	3,371.56		
				PSF payment	413.86		
			CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	3,086.36		
			BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	5,223.87		
				TOTAL:	15,396.67		
		FIRE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	56.45	
					MEDICARE WITHHOLDING	13.23	
					DINGES FIRE COMPANY	VALVE REPAIR	1,633.99
					GRASSHOPPER LAWN CARE DBA ALL STAR TUR	WEED CONTROL	20.00
						WEED CONTROL	33.33
	IPERS			IPERS WITHHOLDING, FIRE	58.40		
	CITY OF TIPTON FUNDS			Repay Admin Services	643.42		
	CITY OF TIPTON-REVOLVING CENTRAL GARAG			vehicle/equipment charges	1,367.17		
				TOTAL:	3,825.99		
AMBULANCE	GENERAL GOVERNMENT I.R.S.				FICA WITHHOLDING	333.18	
					MEDICARE WITHHOLDING	45.21	
					MEDICARE WITHHOLDING	20.67	
			MEDICARE WITHHOLDING	4.32			
			MEDICARE WITHHOLDING	7.71			
			AT&T MOBILITY	WIRELESS	247.36		
			MISC. VENDOR JULIE SANDERS	JULIE SANDERS: PATIENT REFU	728.15		
			ADI	ADI: MISC SUPPLIES	10.00		
			FLUENT IMS	ANNUAL SUBSCRIPTION	427.14		
			IPERS	IPERS WITHHOLDING EMT	550.86		
			KIRKWOOD COMMUNITY COLLEGE	TRAINING	207.00		
			LINDE GAS & EQUIPMENT INC	OXYGEN	68.76		
			PRINCIPAL	GTL_VTL INSURANCE	13.62		
			T & M CLOTHING CO.	UNIFORM ITEMS	203.00		
			UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	14.43		
			WING PC	MEDICAL DIRECTOR	500.00		
			CITY OF TIPTON FUNDS	Repay Admin Services	1,885.07		
				PSF payment	807.90		
				TRANSFERS	2,850.00		
			CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	2,822.87		
			BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	2,019.39		
				TOTAL:	13,766.64		
		STREET DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	176.52	
	MEDICARE WITHHOLDING			32.35			
	MEDICARE WITHHOLDING			0.51			
	MEDICARE WITHHOLDING			0.42			
	MEDICARE WITHHOLDING			1.10			
	MEDICARE WITHHOLDING			6.66			
	MEDICARE WITHHOLDING			0.23			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CINTAS	UNIFORMS	46.60
			UNIFORMS	46.60
		GIERKE ROBINSON COMPANY INC	WARNING TILE	425.72
			OPERATING SUPPLIES	19.34
		IPERS	IPERS REGULAR EMPLOYEES	282.09
		CEDAR COUNTY REPAIR INC	REPAIR CONCRETE SAW	94.60
		MACQUEEN EQUIPMENT	TRAINING ON PELICAN	500.00
		PRINCIPAL	GTL_VTL INSURANCE	6.09
			INSURANCE PAYMENT	11.44
			INSURANCE PAYMENT	1.36
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	13.33
			INSURANCE PAYMENT	2.67
		CITY OF TIPTON FUNDS	Central Stores services pa	4,930.81
			PSF payment	694.69
			TRANSFERS	21,071.00
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	2,554.27
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,533.37
			INSURANCE PAYMENT	208.10
			TOTAL:	32,659.87
SIDEWALKS	GENERAL GOVERNMENT	MANATTS INC	OPERATING SUPPLIES	556.00
			OPERATING SUPPLIES	625.50
		CITY OF TIPTON FUNDS	Central Stores services pa	94.07
			TOTAL:	1,275.57
TREES	GENERAL GOVERNMENT	MICHEL'S TREE SERVICE	BUCKET TRUCK RENTAL	1,950.00
		CITY OF TIPTON FUNDS	Central Stores services pa	149.08
			TOTAL:	2,099.08
CEMETERY	GENERAL GOVERNMENT	ERIC STORJOHANN	4 BURIALS	1,300.00
			TOTAL:	1,300.00
GENERAL ADMINISTRATION	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	146.17
			MEDICARE WITHOLDING	28.51
			MEDICARE WITHOLDING	0.37
			MEDICARE WITHOLDING	0.19
			MEDICARE WITHOLDING	5.08
			MEDICARE WITHOLDING	0.03
		CINTAS	UNIFORMS	11.66
			UNIFORMS	11.66
		IPERS	IPERS REGULAR EMPLOYEES	232.31
		PRINCIPAL	GTL_VTL INSURANCE	2.60
			INSURANCE PAYMENT	1.53
			INSURANCE PAYMENT	0.18
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	11.29
			INSURANCE PAYMENT	0.36
		CITY OF TIPTON FUNDS	Central Stores services pa	2,483.31
			PSF payment	113.81
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,043.29
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,544.49
			INSURANCE PAYMENT	27.75
			TOTAL:	5,664.59
LIBRARY	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	215.51
			MEDICARE WITHOLDING	26.16
			MEDICARE WITHOLDING	24.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BAKER & TAYLOR	BOOKS	201.03
			BOOKS	249.94
		CENTRAL IOWA DISTRIBUTING INC	MISC SUPPLIES	41.00
		MISC. VENDOR FINDAWAY WORLD LLC	FINDAWAY:SING-ALONG	49.99
		IPERS	IPERS REGULAR EMPLOYEES	299.27
		PRINCIPAL	GTL_VTL INSURANCE	4.54
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	8.80
			TOTAL:	1,120.49
PARK	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	53.38
			MEDICARE WITHHOLDING	1.60
			MEDICARE WITHHOLDING	10.52
			MEDICARE WITHHOLDING	0.37
		IPERS	IPERS REGULAR EMPLOYEES	13.28
		PRINCIPAL	GTL_VTL INSURANCE	0.11
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	0.65
		CITY OF TIPTON FUNDS	Repay Admin Services	253.53
			PSF payment	0.94
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	226.06
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	93.03
			TOTAL:	653.47
RECREATION DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	69.71
			MEDICARE WITHHOLDING	14.67
			MEDICARE WITHHOLDING	1.63
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	52.50
		IPERS	IPERS REGULAR EMPLOYEES	110.70
		PRINCIPAL	GTL_VTL INSURANCE	2.27
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	5.52
		CITY OF TIPTON FUNDS	Repay Admin Services	193.62
			PSF payment	3.95
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	117.19
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	549.08
			TOTAL:	1,120.84
RED CROSS SWIM	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	7.74
			MEDICARE WITHHOLDING	1.82
			TOTAL:	9.56
FAMILY AQUATIC CENTER	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	858.03
			MEDICARE WITHHOLDING	33.81
			MEDICARE WITHHOLDING	165.22
			MEDICARE WITHHOLDING	1.64
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	52.49
		CEDAR COUNTY ENVIRONMENTAL HEALTH & ZO	POOL INSPECTION	979.00
		ESBECK MASONRY	DOOR FRAME REPAIR	225.00
		MISC. VENDOR TIPTON FOOTBALL TEAM M	TIPTON FOOTBALL TEAM MEALS	250.00
		KIEFER AQUATICS	KIEFER AQUATICS:LINES & RE	6,977.00
		HAWKINS INC	CHEMICALS	356.00
			CHEMICALS	326.50
		IPERS	IPERS REGULAR EMPLOYEES	295.92
		PRINCIPAL	GTL_VTL INSURANCE	6.81
		STORM STEEL	MISC SUPPLIES	126.68
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	11.85
		CITY OF TIPTON FUNDS	Repay Admin Services	1,807.48
			PSF payment	11.85

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	117.21
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	809.11
			TOTAL:	13,411.60
ECONOMIC DEVELOPMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	128.44
			MEDICARE WITHOLDING	18.02
			MEDICARE WITHOLDING	12.02
		IPERS	IPERS REGULAR EMPLOYEES	208.83
		MARCIA MEYERS	SEPTEMBER RENT	600.00
		PRINCIPAL	GTL_VTL INSURANCE	4.54
		CAPITAL ONE	MISC SUPPLIES	21.75
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	10.15
		CITY OF TIPTON FUNDS	PSF payment	7.90
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,843.84
			TOTAL:	2,855.49
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	74.48
			MEDICARE WITHOLDING	4.28
			MEDICARE WITHOLDING	12.51
			MEDICARE WITHOLDING	0.01
			MEDICARE WITHOLDING	0.12
			MEDICARE WITHOLDING	0.50
		IPERS	IPERS REGULAR EMPLOYEES	115.27
		PRINCIPAL	GTL_VTL INSURANCE	0.54
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	1.65
		CITY OF TIPTON FUNDS	Repay Admin Services	859.73
			PSF payment	18.47
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	180.23
			TOTAL:	1,267.79
BUILDING MAINTENANCE	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	14.26
			MEDICARE WITHOLDING	3.33
		AUCA CHICAGO LOCKBOX	MATS	144.38
		ELECTRICAL ENGINEERING & EQUIPMENT CO	BLDG MAINT SUPPLIES	96.53
		GRASSHOPPER LAWN CARE DBA ALL STAR TUR	WEED CONTROL	20.00
			WEED CONTROL	33.33
			TOTAL:	311.83
AMBULANCE TRUST	GENERAL GOVERNMENT CITY OF TIPTON FUNDS		TRANSFERS	2,850.00
			TOTAL:	2,850.00
TRANSFER-COMM/LOCAL AC	GENERAL GOVERNMENT CITY OF TIPTON FUNDS		TRANSFERS	3,333.30
			TOTAL:	3,333.30
STREET DEPARTMENT	ROAD USE TAX FUND	GARDEN & ASSOCIATES INC	STREET IMPROVEMENT ESTIMAT	1,672.47
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	3,255.32
			TOTAL:	4,927.79
TRAFFIC SERVICE MAINT.	ROAD USE TAX FUND I.R.S.		FICA WITHOLDING	4.65
			MEDICARE WITHOLDING	0.93
			MEDICARE WITHOLDING	0.11

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	0.04
		IPERS	IPERS REGULAR EMPLOYEES	7.61
		PRINCIPAL	GTL_VTL INSURANCE	0.14
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	0.33
		CITY OF TIPTON FUNDS	Central Stores services pa	58.17
			PSF payment	0.24
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	41.15
			TOTAL:	113.37
SNOW AND ICE REMOVAL	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	56.48
			MEDICARE WITHOLDING	12.24
			MEDICARE WITHOLDING	0.55
			MEDICARE WITHOLDING	0.26
			MEDICARE WITHOLDING	0.07
			MEDICARE WITHOLDING	0.08
		IPERS	IPERS REGULAR EMPLOYEES	90.81
		PRINCIPAL	GTL_VTL INSURANCE	1.95
			INSURANCE PAYMENT	3.81
			INSURANCE PAYMENT	0.45
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	4.19
			INSURANCE PAYMENT	0.89
		CITY OF TIPTON FUNDS	Central Stores services pa	1,859.81
			PSF payment	218.43
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,911.85
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	453.08
			INSURANCE PAYMENT	69.37
			TOTAL:	4,684.32
STREET CLEANING	ROAD USE TAX FUND	CITY OF TIPTON FUNDS	Central Stores services pa	491.21
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,115.52
			TOTAL:	1,606.73
TRANSFER/OTHER SOURCES	ROAD USE TAX FUND	CITY OF TIPTON FUNDS	TRANSFERS	5,333.30
			TOTAL:	5,333.30
TRANSFERS/OTHER SOURCE	TRUST AND AGENCY F	CITY OF TIPTON FUNDS	TRANSFERS	85,847.50
			TOTAL:	85,847.50
TRANSFER	Emergency Fund	CITY OF TIPTON FUNDS	TRANSFERS	5,659.20
			TOTAL:	5,659.20
TRANSFERS/OTHER SOURCE	LOCAL OPTION TAX	CITY OF TIPTON FUNDS	TRANSFERS	50,000.00
			TOTAL:	50,000.00
TRANSFERS/OTHER SOURCE	TIF SPECIAL REVENU	CITY OF TIPTON FUNDS	TRANSFERS	13,880.50
			TRANSFERS	18,490.00
			TOTAL:	32,370.50
REVOLVING LOAN PRGRM	ECONOMIC/INDUSTRIA	HARDACRE THEATER	CATALYST BUILDING REMEDIAT	40,000.00
			TOTAL:	40,000.00
TRANSFERS/OTHER SOURCE	FIRE ENTERPRISE TR	CITY OF TIPTON FUNDS	TRANSFERS	14,356.20
			TOTAL:	14,356.20
WATER DISTRIBUTION	WATER OPERATING	I.R.S.	FICA WITHOLDING	274.04
			MEDICARE WITHOLDING	50.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	0.63
			MEDICARE WITHOLDING	12.06
			MEDICARE WITHOLDING	1.05
		CINTAS	UNIFORMS	10.29
			UNIFORMS	10.29
		MISC. VENDOR BRET STOUT	BRET STOUT:MILEAGE	140.40
		HAWKINS INC	CHEMICALS	893.53
		IOWA ONE CALL	LOCATES	19.50
		IPERS	IPERS REGULAR EMPLOYEES	437.96
		PRINCIPAL	GTL_VTL INSURANCE	8.30
			INSURANCE PAYMENT	11.44
			INSURANCE PAYMENT	1.36
		USA BLUE BOOK	WATER PLANT SUPPLIES	607.69
			WATER PLANT SUPPLIES	598.75
			WATER PLANT SUPPLIES	515.17
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	21.43
			INSURANCE PAYMENT	2.67
		WENDLING QUARRIES INC	29.59 TN WASHED CHIPS	429.06
		CITY OF TIPTON FUNDS	Repay Admin Services	3,785.83
			PSF payment	756.61
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	314.45
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	2,181.46
			INSURANCE PAYMENT	208.10
			TOTAL:	11,292.40
WATER BILL/COLLECT	WATER OPERATING	I.R.S.	FICA WITHOLDING	48.26
			MEDICARE WITHOLDING	11.03
			MEDICARE WITHOLDING	0.19
			MEDICARE WITHOLDING	0.07
		IPERS	IPERS REGULAR EMPLOYEES	80.51
		PRINCIPAL	GTL_VTL INSURANCE	2.27
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	4.12
		CITY OF TIPTON FUNDS	Repay Admin Services	244.04
			PSF payment	3.95
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	793.90
			TOTAL:	1,188.34
TRANSFER/OTHER SOURCES	WATER OPERATING	CITY OF TIPTON FUNDS	TRANSFERS	8,333.30
			TRANSFERS	712.50
			TOTAL:	9,045.80
WASTEWATER/AKA SEWER	WASTEWATER/AKA SEW	I.R.S.	FICA WITHOLDING	283.09
			MEDICARE WITHOLDING	51.49
			MEDICARE WITHOLDING	0.11
			MEDICARE WITHOLDING	0.82
			MEDICARE WITHOLDING	12.84
			MEDICARE WITHOLDING	0.96
		IPERS	IPERS REGULAR EMPLOYEES	455.22
		KLUESNER CONSTRUCTION INC	STREET PATCHING	7,910.69
		PRINCIPAL	GTL_VTL INSURANCE	8.40
			INSURANCE PAYMENT	5.72
			INSURANCE PAYMENT	0.68
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	22.40
			INSURANCE PAYMENT	1.34
		VEENSTRA & KIMM INC	NW AREA UTILITY IMPROVEMEN	395.00
			NW AREA UTILITY IMPROVEMEN	358.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITY OF TIPTON FUNDS	Repay Admin Services	1,553.70
			PSF payment	501.09
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	910.19
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	2,624.10
			INSURANCE PAYMENT	104.04
			TOTAL:	15,199.94
TRANSFER/OTHER SOURCES WASTEWATER/AKA SEW		CITY OF TIPTON FUNDS	TRANSFERS	7,733.30
			TRANSFERS	70,581.30
			TOTAL:	78,314.60
ELECTRIC DISTRIBUTION	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING	846.11
			MEDICARE WITHOLDING	168.58
			MEDICARE WITHOLDING	2.56
			MEDICARE WITHOLDING	17.25
			MEDICARE WITHOLDING	9.32
			MEDICARE WITHOLDING	0.18
		CJ COOPER & ASSOCIATES INC	SPECIMEN	45.00
		CINTAS	UNIFORMS, SHOP TOWELS, MAT	101.65
			UNIFORMS, SHOP TOWELS, MAT	59.94
			UNIFORMS, SHOP TOWELS, MAT	101.65
			UNIFORMS, SHOP TOWELS, MAT	59.94
		DR DARLENE A EHLERS	SEPTEMBER RENT	500.00
		ESBECK MASONRY	WINDOW REPLACEMENT	725.00
		FLETCHER-REINHARDT CO.	8 METERS	3,424.00
		GRASSHOPPER LAWN CARE DBA ALL STAR TUR	WEED CONTROL	20.00
			WEED CONTROL	33.34
		HI LINE INC	OPERATING SUPPLIES	29.00
		IOWA ONE CALL	LOCATES	19.50
		IPERS	IPERS REGULAR EMPLOYEES	1,348.58
		NILES CHIROPRACTIC	DRUG SCREEN	25.00
		PRINCIPAL	GTL_VTL INSURANCE	18.92
		TERRY DURIN COMPANY	UNDERGROUND SUPPLIES	8,529.48
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	68.56
		WESCO RECEIVABLES CORP	5 SINGLE PHASE CABINETS	5,590.75
		CITY OF TIPTON FUNDS	1 REBATE	400.00
			Repay Admin Services	12,850.30
			PSF payment	654.50
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,773.29
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	4,777.20
			TOTAL:	42,199.60
ELECTRIC POWER PLANT	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING	29.99
			MEDICARE WITHOLDING	5.87
			MEDICARE WITHOLDING	1.05
			MEDICARE WITHOLDING	0.09
		IPERS	IPERS REGULAR EMPLOYEES	48.59
		PRINCIPAL	GTL_VTL INSURANCE	0.78
		SENECA COMPANIES	IN GROUND FUEL TANK TEST	3,433.75
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	2.03
		CITY OF TIPTON FUNDS	Repay Admin Services	964.89
			PSF payment	8.30
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	213.65
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	167.75
			TOTAL:	4,876.74



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
ELECTRIC BILL/COLLECT	ELECTRIC OPERATING	I.R.S.	FICA WITHOLDING	113.74			
			MEDICARE WITHOLDING	24.08			
			MEDICARE WITHOLDING	0.28			
			MEDICARE WITHOLDING	2.11			
			MEDICARE WITHOLDING	0.13			
			IPERS	IPERS REGULAR EMPLOYEES	185.18		
			PRINCIPAL	GTL_VTL INSURANCE	3.84		
			UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	8.12		
			CITY OF TIPTON FUNDS	Repay Admin Services	449.77		
				PSF payment	16.84		
			CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	149.55		
			BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,112.33		
				TOTAL:	2,065.97		
			LOUISA GENERATING STAT	ELECTRIC OPERATING	MIDAMERICAN ENERGY COMPANY	Est cash request	29,750.00
						Est cash request	49,300.00
Est cash request	850.00						
Est cash request	5,100.00						
TOTAL:	85,000.00						
TRANSFER/OTHER SOURCES	ELECTRIC OPERATING	CITY OF TIPTON FUNDS	TRANSFERS	51,893.30			
			TRANSFERS	38,060.00			
			TRANSFERS	14,650.22			
			TOTAL:	104,603.52			
GAS DISTRIBUTION	GAS OPERATING	I.R.S.	FICA WITHOLDING	421.29			
			MEDICARE WITHOLDING	79.20			
			MEDICARE WITHOLDING	0.49			
			MEDICARE WITHOLDING	10.41			
			MEDICARE WITHOLDING	8.43			
			CINTAS	UNIFORMS, SHOP TOWELS, MAT	32.27		
				UNIFORMS, SHOP TOWELS, MAT	32.27		
			IOWA ONE CALL	LOCATES	19.50		
			IPERS	IPERS REGULAR EMPLOYEES	679.20		
			PRINCIPAL	GTL_VTL INSURANCE	11.99		
			STUART C IRBY CO	RISER	92.91		
			T & M CLOTHING CO.	BOOTS - FITCH	186.00		
			UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	29.13		
			CITY OF TIPTON FUNDS	Repay Admin Services	7,274.27		
				PSF payment	101.48		
			CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	789.83		
			BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	2,372.61		
				TOTAL:	12,141.28		
			GAS BILL/COLLECT	GAS OPERATING	I.R.S.	FICA WITHOLDING	63.27
						MEDICARE WITHOLDING	13.97
MEDICARE WITHOLDING	0.19						
MEDICARE WITHOLDING	0.60						
MEDICARE WITHOLDING	0.04						
IPERS	IPERS REGULAR EMPLOYEES	104.80					
PRINCIPAL	GTL_VTL INSURANCE	2.67					
UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	5.14					
CITY OF TIPTON FUNDS	Repay Admin Services	279.22					
	PSF payment	4.74					
BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	877.76					
	TOTAL:	1,352.40					

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
TRANSFER/OTHER SOURCES	GAS OPERATING	CITY OF TIPTON FUNDS	TRANSFERS	18,024.00
			TOTAL:	18,024.00
AIRPORT	AIRPORT OPERATING	I.R.S.	FICA WITHOLDING	13.85
			MEDICARE WITHOLDING	3.24
		IPERS	IPERS REGULAR EMPLOYEES	21.08
		WRIGHT LAWN CARE	CONTRACT PAY SEPT 2022	358.33
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	133.67
			TOTAL:	530.17
TRANSFER/OTHER SOURCES	AIRPORT OPERATING	CITY OF TIPTON FUNDS	TRANSFERS	712.50
			TOTAL:	712.50
GARBAGE COLLECTION	GARBAGE COLLECTION	I.R.S.	FICA WITHOLDING	188.73
			MEDICARE WITHOLDING	40.08
			MEDICARE WITHOLDING	0.18
			MEDICARE WITHOLDING	1.18
			MEDICARE WITHOLDING	2.65
			MEDICARE WITHOLDING	0.04
		CINTAS	UNIFORMS	12.93
			UNIFORMS	12.93
		IPERS	IPERS REGULAR EMPLOYEES	307.78
		PRINCIPAL	GTL_VTL INSURANCE	6.04
			INSURANCE PAYMENT	1.91
			INSURANCE PAYMENT	0.23
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	15.03
			INSURANCE PAYMENT	0.45
		CITY OF TIPTON FUNDS	Repay Admin Services	1,873.01
			Central Stores services pa	8,560.38
			PSF payment	475.04
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	2,563.79
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,959.10
			INSURANCE PAYMENT	34.68
			TOTAL:	16,056.16
RECYCLING	GARBAGE COLLECTION	I.R.S.	FICA WITHOLDING	73.10
			MEDICARE WITHOLDING	9.63
			MEDICARE WITHOLDING	6.96
			MEDICARE WITHOLDING	0.51
		IPERS	IPERS REGULAR EMPLOYEES	72.02
		PRINCIPAL	GTL_VTL INSURANCE	1.82
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	3.42
		CITY OF TIPTON FUNDS	PSF payment	263.87
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,709.20
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	646.82
			TOTAL:	2,787.35
TRANSFER OUT/SINKING F	GARBAGE COLLECTION	CITY OF TIPTON FUNDS	TRANSFERS	6,933.30
			TRANSFERS	800.00
			TRANSFERS	3,527.20
			TOTAL:	11,260.50
STORM WATER	STORM WATER	I.R.S.	FICA WITHOLDING	21.15
			MEDICARE WITHOLDING	4.83
			MEDICARE WITHOLDING	0.04
			MEDICARE WITHOLDING	0.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		COUNTY MATERIALS CORP	OPERATING SUPPLIES	525.00
		IPERS	IPERS REGULAR EMPLOYEES	33.68
		PRINCIPAL	GTL_VTL INSURANCE	0.87
			INSURANCE PAYMENT	2.29
			INSURANCE PAYMENT	0.27
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	1.60
			INSURANCE PAYMENT	0.53
		CITY OF TIPTON FUNDS	Repay Admin Services	397.56
			PSF payment	143.45
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	90.04
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	169.60
			INSURANCE PAYMENT	41.62
			TOTAL:	1,432.59
OTHER SOURCES	STORM WATER	CITY OF TIPTON FUNDS	TRANSFERS	1,373.30
			TRANSFERS	200.20
			TOTAL:	1,573.50
INT SRVC-OTHER BUSINES CENTRAL GARAGE		I.R.S.	FICA WITHOLDING	77.47
			MEDICARE WITHOLDING	15.58
			MEDICARE WITHOLDING	1.83
			MEDICARE WITHOLDING	0.74
		ALTEC INDUSTRIES INC	REPAIR PARTS #6	225.86
			REPAIR PARTS #5	343.15
		BARRON MOTOR SUPPLY	STOCK	19.76
		CINTAS	UNIFORMS	9.27
			UNIFORMS	9.27
		H & H AUTO	TIRE REPAIR #55	19.00
		IPERS	IPERS REGULAR EMPLOYEES	126.73
		KILBURG EQUIPMENT LLC	REPAIR PARTS #35	59.21
		CEDAR COUNTY REPAIR INC	REPAIR PARTS #105	43.70
		MITCHELL 1	WEB SUBSCRIPTION	271.23
		PRINCIPAL	GTL_VTL INSURANCE	2.25
		THOMPSON TRUCK & TRAILER	REPAIR PARTS #30	3,357.81
		TIPTON ELECTRIC MOTORS	HOSE AND SWIVELS	226.79
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	5.57
		CITY OF TIPTON FUNDS	Repay Admin Services	1,770.43
			PSF payment	3.95
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	685.78
			TOTAL:	7,275.38
INT SRVC-OTHER BUSINES ADMINISTRATIVE SER		I.R.S.	FICA WITHOLDING	104.06
			MEDICARE WITHOLDING	21.94
			MEDICARE WITHOLDING	0.46
			MEDICARE WITHOLDING	1.04
			MEDICARE WITHOLDING	0.90
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	1,909.23
			COPIER AGREEMENT	1,270.11
		CLIFTON LARSON ALLEN LLP	AUDIT	16,800.00
		GARDEN & ASSOCIATES INC	RISE APPLICATION	1,027.50
		IPERS	IPERS REGULAR EMPLOYEES	166.67
		QUADIENT FINANCE USA INC	POSTAGE	2,000.00
		OFFICE MACHINE CONSULTANTS INC	DOMAIN REGISTRATION	105.00
		PRINCIPAL	GTL_VTL INSURANCE	4.41
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	8.07
		WINDSTREAM	MONTHLY SERVICES	909.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITY OF TIPTON FUNDS	PSF payment	7.66
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	9.17
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,521.70
			TOTAL:	25,867.49
NON-DEPARTMENTAL	PAYROLL ACCOUNT	I.R.S.	FEDERAL WITHHOLDING	7,222.34
			FICA WITHHOLDING	5,859.85
			MEDICARE WITHHOLDING	1,370.48
		AFLAC	AFLAC AFTER TAX PY W/HOLDI	96.40
			AFLAC PY PRETAX WITHHOLDING	466.67
			AFLAC AFTER TAX DEDUCTION	30.24
		AXA EQUI-VEST PROCESSING OFFICE	DEF. COMP PRETAX	385.00
		COLLECTION SERVICES CENTER	CHILD SUPPORT- SPANGLER-96	96.73
		IPERS	IPERS WITHHOLDING, FIRE	38.95
			IPERS ELECTED OFFICIALS	23.59
			IPERS REGULAR EMPLOYEES	3,814.03
			IPERS WITHHOLDING EMT	367.43
			IPERS WITHHOLDING POLICE	1,121.05
		PRINCIPAL	GTL_VTL INSURANCE	330.22
			VISION POLICY	327.46
		TREASURER, STATE OF IOWA	STATE WITHHOLDING	3,366.00
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INSURANCE PYM	2,580.00
		CITY OF TIPTON	MISC. EMPLOYEE REIMBURSEME	250.00
			TOTAL:	27,746.44

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

001	GENERAL GOVERNMENT	102,986.87
110	ROAD USE TAX FUND	16,665.51
112	TRUST AND AGENCY FUND	85,847.50
119	Emergency Fund	5,659.20
121	LOCAL OPTION TAX	50,000.00
125	TIF SPECIAL REVENUE FUND	32,370.50
160	ECONOMIC/INDUSTRIAL DEVEL	40,000.00
192	FIRE ENTERPRISE TRUST	14,356.20
600	WATER OPERATING	21,526.54
610	WASTEWATER/AKA SEWER REVE	93,514.54
630	ELECTRIC OPERATING	238,745.83
640	GAS OPERATING	31,517.68
660	AIRPORT OPERATING	1,242.67
670	GARBAGE COLLECTION	30,104.01
740	STORM WATER	3,006.09
810	CENTRAL GARAGE	7,275.38
835	ADMINISTRATIVE SERVICES	25,867.49
860	PAYROLL ACCOUNT	27,746.44

-----  
 GRAND TOTAL: 828,432.45  
 -----

CITY CREDIT CARD STATEMENT		cr	999		1010			Card Ttl	-6,620.12
<b>City Card</b>									
Repair Parts	Grainger	dr	630	5	821	2	63321	197.40	
								<b>Total Charges</b>	<b>197.40</b>
<b>City Manager</b>									
Dues/Fees	Copernic.com	dr	835	5	899	1	62100	118.74	
								<b>Total Charges</b>	<b>118.74</b>
<b>Finance Director</b>									
Telecommunications	LogMeIn	dr	835	5	899	2	63730	30.35	
								<b>Total Charges</b>	<b>30.35</b>
<b>Library</b>									
Materials	Walmart, Amazon	dr	001	5	410	2	65020	344.07	
Programming	Family Foods	dr	001	5	410	2	65021	55.86	
Office Supplies	Walmart	dr	001	5	410	2	65060	13.95	
Miscellaneous		dr	001	5	410	2	65980	-44.63	
								<b>Total Charges</b>	<b>369.25</b>
<b>Ambulance</b>									
Building Maint & Repair	Ebay	dr	001	5	110	2	63100	287.45	
Training	IA Med	dr	001	5	160	1	62300	243.00	
Building Maint & Repair	Lenoch & Cilek	dr	001	5	160	2	63100	97.88	
Op Equip Maint & Repair	PayPal	dr	001	5	160	2	63500	270.00	
Telecommunications	JAMF	dr	001	5	160	2	63730	6.00	
		dr	001	5	620	2	63730	16.00	
		dr	630	5	820	2	63730	6.00	
		dr	640	5	825	2	63730	2.00	
Advertising	Facebook	dr	001	5	160	2	64020	57.08	
Office Supplies	Vistaprint. Ebay	dr	001	5	160	2	65060	135.14	
Operating Supplies	SP MobilityParadise	dr	001	5	160	2	65070	-710.10	
Miscellaneous	Walmart, Ebay, XD Cuff	dr	001	5	160	2	65980	84.30	
Office Supplies	Ebay-TDC Office	dr	001	5	525	2	65060	90.55	
Building Maint & Repair	Ebay	dr	001	5	650	2	63100	855.99	
Fuel	Casey's	dr	810	5	899	2	65075	103.29	
								<b>Total Charges</b>	<b>1,544.58</b>
<b>Fire</b>									
Operating Supplies	Medic Batteries, Menards	dr	001	5	150	2	65070	282.58	
Miscellaneous	Walmart, Fraud/ Cedar Ridge Dental	dr	001	5	150	2	65980	1,506.12	
								<b>Total Charges</b>	<b>1,788.70</b>
<b>Police</b>									
Travel Training -	4 Brothers Bar & Grill, Jimmy Johns	dr	001	5	110	1	62980	32.06	
Operating Supplies	Overstock	dr	001	5	110	2	65070	515.67	
Fuel	Kwick Star, Casey's	dr	810	5	899	2	65075	108.36	
								<b>Total Charges</b>	<b>656.09</b>
<b>Electric</b>									
Miscellaneous	American Flagpole & Flag	dr	630	5	820	2	65980	269.20	
								<b>Total Charges</b>	<b>269.20</b>

<b>Public Works</b>									
Operating Supplies	Stencil-Ease	dr	001	5	210	2	65070	106.00	
Travel Training	The Flying Wienie	dr	600	5	810	1	62980	24.66	
Repair Parts	Menards	dr	810	5	899	2	63321	23.75	
Operating Supplies	AutoAuth	dr	810	5	899	2	65070	50.00	
								<b>Total Charges</b>	<b>204.41</b>
<b>REC / Aquatic Center</b>									
Operating Supplies	Pickleball Central	dr	001	5	430	2	65070	150.61	
Dues/Fees	Amazon	dr	001	5	465	1	62100	16.04	
Concession Supplies	Amazon	dr	001	5	465	2	65031	0.00	
Operating Supplies	Swim Outlet, Amazon, Pool Web	dr	001	5	465	2	65070	1,274.75	
								<b>Total Charges</b>	<b>1,441.40</b>
<b>Statement Total</b>									<b>6,620.12</b>

September 2, 2022

Mr. Brian Wagner, City Manager  
City of Tipton  
407 Lynn Street  
Tipton, IA 52772

RE: **Amendment 1 to Proposal for Professional Services  
City of Tipton  
Crooked Creek Trail Route Determinations  
Origin Design Project Number 18110**

Dear Mr. Wagner :

Origin Design has prepared the following as the basis for Amendment No. 1 to the Professional Services Agreement dated July 25, 2018.

Origin Design has worked with City and Community Staff to develop the Crooked Creek Conceptual Plan as shown in the attachment. The City desires to enhance the Crooked Creek corridor to include other potential recreational features as well. Through several meetings and after exploring multiple options, conceptual trail routes were identified. City staff met initially with property owners to explore feasibility of obtaining necessary easements.

In order to proceed with trail design and future application for funding, the routes need confirmation based on actual surveyed property lines and physical constraints in the field. A field trip with Origin and City Staff was conducted to examine the physical features and layout. Based on this information, conceptual routes will be refined and exhibits prepared for meeting with property owners for easement discussions. An environmental consultant Meg Flenker from Flenker Land Architecture Consultants, LLC (FLAC) will be engaged to provide initial environmental research and guidance on impacts to stream, timber and wetlands along the trail routes. Documentation from the existing on-site wetland mitigation project that apparently has mitigation area credit available will be provided by the City. FLAC will examine documents and perform preliminary observation of the routes in the field, then advise mitigation measures likely/potentially needed based on the proposed trail construction. Origin Design and/or representatives of the City will meet with individual affected property owners to present the proposed layout and easement needs. Based on feedback from property owners, the trail alignment footprint will be established.

Future work to immediately follow the above scope would include topographic survey of the alignment areas, environmental investigations, preliminary design, cost estimates, environmental 404 permitting with DNR and USACE, mitigation assessment, any mitigation feature design, fill in floodplain permitting and final design. The scope of this future work can only be defined after the actual trail footprints are set from the initial amendment 1 scope.

#### **Scope of Services**

Items 1-12 of the original Professional Services Agreement have been completed and remain unchanged. The following additional services are added by this Amendment and will be provided by

#### **DUBUQUE OFFICE**

137 Main Street, Ste. 100  
Dubuque, Iowa 52001

**origindesign.com**

**800 556-4491**

or under the direct personal supervision of a Professional Engineer licensed to practice in the State of Iowa.

#### Land Survey

1. Origin will complete research for the proposed trail location and adjacent properties, and this will include locating deeds, plats of survey, right of way records, section corner ties and miscellaneous survey data. Field crews will locate existing survey monuments at subdivision corners, sections corners and property corners. Origin will analyze the field data to determine property line locations near the proposed trail location and generate a CAD drawing showing the boundary data in relationship to an aerial photo.

#### Preliminary Route Design

1. Field meeting with the City/Stakeholders to confirm examine physical constraints and features along proposed trail routes and identify options. Discussion is to include locations for other recreational features for the Crooked Creek Corridor, however, design will only include the trail components.
2. Prepare a site plan exhibit of entire Crooked Creek area with aerial background showing relevant property lines general site features, and proposed trail alignments.
3. Prepare exhibits for individual property owners with aerial background showing property lines, proposed trail alignments, permanent and temporary easements, and other relevant features.
4. Meet with individual property owners to discuss proposed construction and easements.
5. Modify the site plans and exhibits based on feedback from property owners.
6. Present information back to City Staff and Council in preparation for proceeding with the next phase of design.

#### Preliminary Environmental Services

1. Conduct a preliminary offsite review of available documents to determine potential aquatic resources. Note: This item is generally part of the Wetland Delineation services (Phase 2) but is moved into this phase to aid in preliminary planning purposes.
2. Attend up to one (1) site visit to project site with project engineer to:
  - a. Conduct a cursory review of the preliminary proposed trail to identify potential environmental issues as well as potential opportunities for trail alignment
  - b. Conduct a cursory review of the existing wetland mitigation site that has credits available
3. Coordinate with Project Engineer in refinement of trail alignment as needed.

#### Exclusions From Professional Services

1. Preliminary design services in addition to that listed above.
2. Construction cost estimates.
3. Final design phase services.
4. Environmental investigations and permitting in addition to that listed above.
5. Preparation of contract and bid documents and bidding services.
6. Construction survey, observation or administrative services.
7. Preparation of applications or supporting documents for funding other than provided above.
8. Wetland delineations or cultural investigations.
9. Services resulting from significant changes in the general scope or schedule of work.



10. Providing any type of land/property plats, plans, or exhibits in addition to that listed above.
11. Perform soil borings or obtain soil boring services.
12. Changes to or meetings related to the conceptual plan, except as provided above.
13. Hard copy prints, maps, etc. other than included above.

### **Compensation**

Origin Design proposes to complete the Scope of Services as follows:

Crooked Creek Trail Route Determination services for Land Survey, Preliminary Route Design, and Preliminary Environmental Services shall be on an hourly basis with an estimated fee of \$23,000.00 (Twenty three thousand dollars and zero cents)

Subconsultant fees plus 10% are included in the above estimated amount.

### **Schedule**

Completion of the Trail Route Determinations shall be within 30 days following contract approval, subject to necessary coordination with property owners and City Staff.

### **Deliverables**

Crooked Creek Trail Route Plan

Individual Property Owner Exhibits for the following owners:

- Conservative Publishing
- Winekauf
- Moore
- Fraseur

### **General Terms and Conditions**

The General Terms and Conditions of the original Professional Services Agreement dated July 25, 2018 shall be applicable to this Amendment. If the services and fees defined in this Amendment are acceptable, please return one signed copy to our office. If you have any questions, or require further assistance, please feel free to contact me at [jon.lutz@origindesign.com](mailto:jon.lutz@origindesign.com) or our office at **563 556-2464**. Thank you for choosing Origin Design as the provider of professional services for your project.

Sincerely,

**Origin Design Co.**



Jonathan H. Lutz, PE

Senior Civil Engineer



Craig L. Geiser, PLS

Vice President & Survey Team Leader

### **ATTACHMENTS:**

- City of Tipton Master Trail Plan
- Crooked Creek Trail Concept Plan

### **DUBUQUE OFFICE**

137 Main Street, Ste. 100  
Dubuque, Iowa 52001

**origindesign.com**

**800 556-4491**

I hereby accept this Contract Amendment 1 Proposal and authorize this work.

FOR: **City of Tipton**

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

# TIPTON, IOWA MASTER TRAIL PLAN

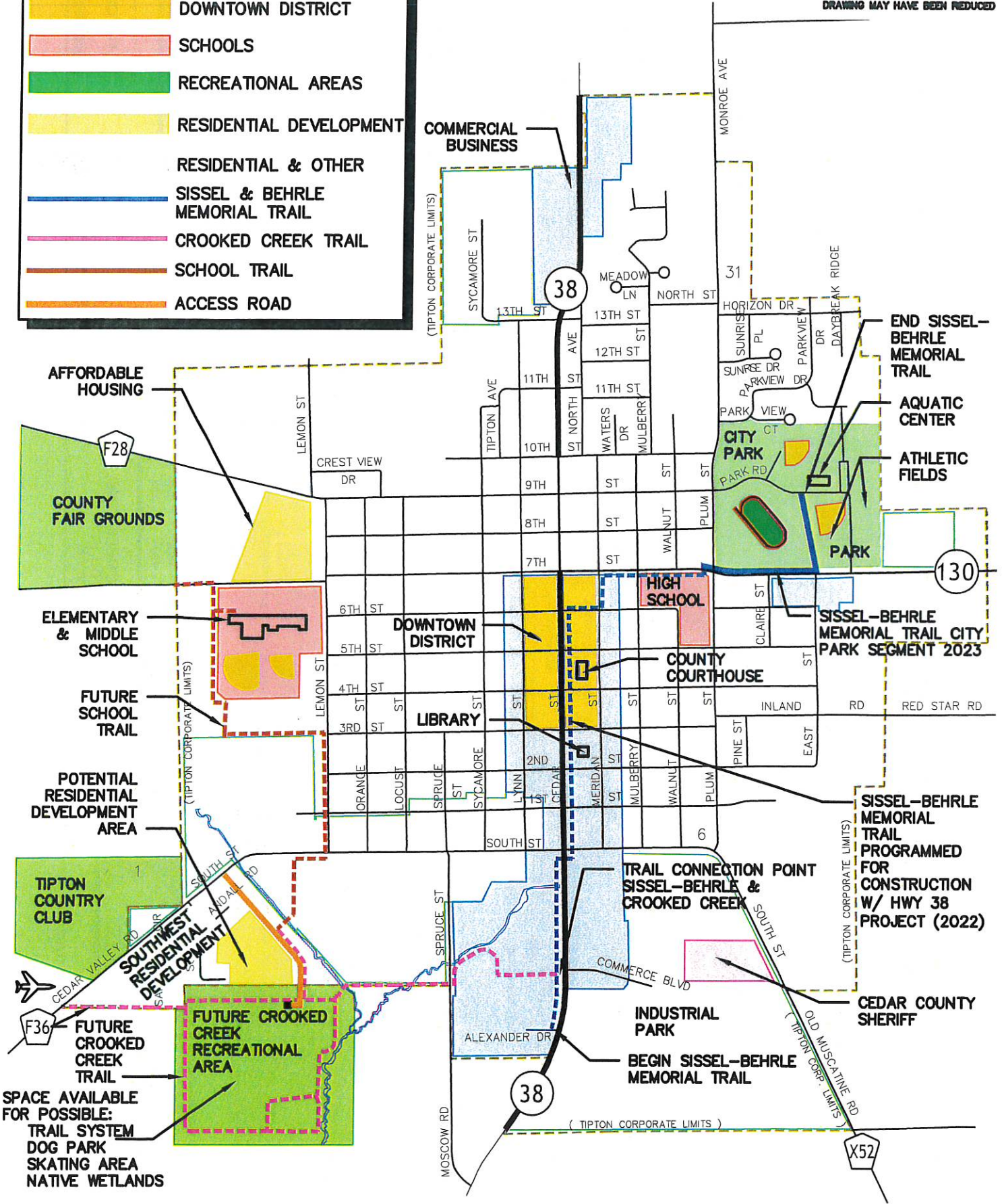
## LEGEND

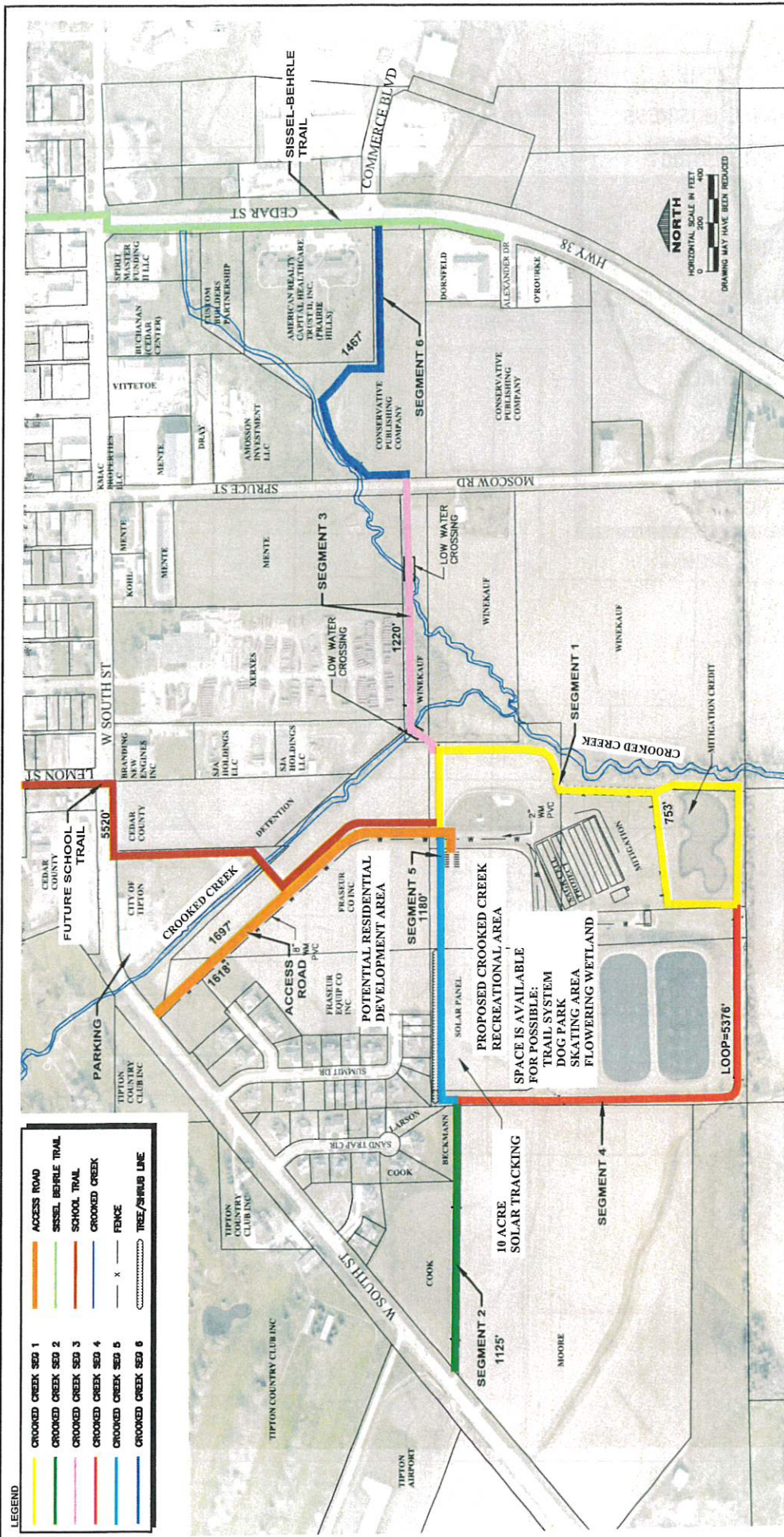
- INDUSTRIAL ZONE
- COMMERCIAL BUSINESS
- DOWNTOWN DISTRICT
- SCHOOLS
- RECREATIONAL AREAS
- RESIDENTIAL DEVELOPMENT
- RESIDENTIAL & OTHER
- SISSEL & BEHRLE MEMORIAL TRAIL
- CROOKED CREEK TRAIL
- SCHOOL TRAIL
- ACCESS ROAD



HORIZONTAL SCALE IN FEET  
0 600 1200

DRAWING MAY HAVE BEEN REDUCED





**LEGEND**

- CROOKED CREEK SEG 1
- CROOKED CREEK SEG 2
- CROOKED CREEK SEG 3
- CROOKED CREEK SEG 4
- CROOKED CREEK SEG 5
- CROOKED CREEK SEG 6
- ACCESS ROAD
- SISSEL-BEHRLE TRAIL
- SCHOOL TRAIL
- CROOKED CREEK TRAIL
- FENCE
- TREE/SHRUB LINE

RATING	CONSTRUCTION EFFORT
1	STANDARD CONSTRUCTION
10	VERY DIFFICULT

CONSTRUCTION EFFORT	TRAIL SEGMENT
5	1
2	2
9	3
4	4
2	5
3	6

ACCESS ROAD	FEET	MI
6 SEGMENTS	1618	0.31
	9934	1.88

TRAIL SEGMENT	FEET	MI
1	2975	0.57
2	1125	0.22
3	1220	0.21
4	1967	0.37
5	1180	0.23
6	1467	0.28

**origin**  
ENGINEERS & ARCHITECTS

300 555-4491  
origin@origin.com

**TIPTON**

**EX 1**

Project No. 18110

**CROOKED CREEK TRAIL**  
TIPTON, IA  
12/08/2020

P:\18110\18110\18110-2-19 CROOKED CREEK TRAIL SEGMENTS 7/17/2022 8:17 AM 0001.RXD

RESOLUTION 090722A

RESOLUTION SETTING A PUBLIC HEARING FOR A PROPOSED  
PRIVATE SANITARY SEWER SERVICE LINE EASEMENT REQUESTED BY  
THE CEDAR COUNTY COOPERATIVE

WHEREAS, the Cedar County Cooperative (Co-op) of Tipton, Iowa (located at 906 W 7<sup>th</sup> Street) is pursuing a major expansion of its facilities abutting the City Park's soccer fields, baseball diamond, and overflow parking lot; and

WHEREAS, the Co-op has requested an easement from the City to allow it to install a private sanitary sewer service line across City Park property to Park Road where the Co-op can connect the service line to the City's sanitary sewer main; and

WHEREAS, a public hearing notice will be run in the *Tipton Conservative* with wording substantially similar to the following:

PUBLIC HEARING NOTICE / CITY OF TIPTON  
PRIVATE SANITARY SEWER EASEMENT REQUEST BY THE CEDAR COUNTY CO-OP

A public hearing will be held at **5:30 P.M. on September 19, 2022**, at the Council Chambers, Fire Station, 301 Lynn Street, Tipton, Iowa pursuant to a request by the Cedar County Co-op to provide a 15-foot wide private sanitary sewer service easement across City Park property until a connection can be made to the City's sanitary sewer main running along Park Road. The sanitary sewer service will be limited to restroom use and typical residential, non-industrial waste. If approved, the easement documents will be drawn up at the Co-op's expense with typical and agreeable easement terms and provisions. The easement documents will be brought back to the City Council for final review and approval. A sketch of the proposed easement route is available at City Hall.

The public is invited to give its input either at the meeting or in writing beforehand. Written comments may be submitted to: City Manager, City Hall, 407 Lynn Street, Tipton, Iowa 52772 or [citymanager@tiptoniowa.org](mailto:citymanager@tiptoniowa.org)

NOW, THEREFORE, Be It Resolved, the City Council of the City of Tipton does hereby set September 19, 2022 at 5:30 p.m. at the Tipton Fire Station, 301 Lynn Street as the public hearing's date and location.

PASSED AND APPROVED this 7<sup>th</sup> day of September 2022.

\_\_\_\_\_  
Bryan Carney, Mayor

ATTEST:

---

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution \_\_\_\_\_ which was passed by the Tipton City Council this 7<sup>th</sup> day of September 2022.

---

Amy Lenz, City Clerk

IOWA ECONOMIC DEVELOPMENT AUTHORITY

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

iowaeda.com



June 23, 2022

Brian Wagner  
City of Tipton  
407 Linn St  
Tipton, Iowa 52722

SUBJECT: 2022 Community Catalyst and Building Remediation Grant (22-CTBF-022)

Dear Brian:

I am pleased to inform you the Iowa Economic Development Authority (IEDA) has awarded the City of Tipton a Community Catalyst and Building Remediation Grant in an amount not to exceed \$100,000. These funds are to be used for the project located at 524 Cedar Street in the City of Tipton as stated in the grant application.

Enclosed is the Contract between the Grantee Organization and IEDA. No grant funds will be disbursed until the applicant and the Iowa Economic Development Authority have agreed to the terms of the contract and the contract is executed. Please review the document thoroughly. Please return the original signed contract to Susan Watson at IEDA no later than August 29, 2022. Upon receipt of your signed contract, we will execute and upload a copy to [IowaGrants.gov](http://IowaGrants.gov) for your records.

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

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

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

Sincerely,

  
Debi V. Durham (Jun 24, 2022 09:53 CDT)

Deborah V. Durham  
Director

cc: Iowa Legislators  
File: [IowaGrants.gov](http://IowaGrants.gov)

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

**GRANTEE:** City of Tipton  
**AGREEMENT NUMBER:** 22-CTBF-022  
**DATE OF AWARD LETTER:** June 30, 2022  
**PROJECT COMPLETION DATE:** June 30, 2024  
**GRANT AMOUNT:** \$100,000

THIS Community Catalyst Building Remediation Grant Agreement ("Agreement") is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IEDA") and the City of Tipton, 407 Linn St, Tipton, Iowa 52722 ("Grantee") (Collectively "the Parties").

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

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

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

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

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

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



11. **REPORTING REQUIREMENTS.** The Recipient shall prepare, review and sign the reports as specified below in the form and content specified by the Authority.

1. By Project Mid-Point: A report describing work completed, including photographs documenting work that has been completed;

2. Within 60 days after the Project Completion Date: A report documenting completion of the Project, including photographs of the completed Project

12. **PAYMENT PROCEDURES.** Payment shall be made on a reimbursement basis. Grantee shall use funds only for reimbursement of Costs Directly Related to the Project. Requests for reimbursement shall be made through IowaGrants.gov using a General Accounting Expenditure form along with copies of paid invoices and proof of payment. The Grantee shall submit two (2) requests for reimbursement. The first request shall be made at Project Mid-Point up to 60% of the Grant Amount and the final request for reimbursement of the remaining funds shall be made within sixty days after the Project Completion Date. If the total Grant Amount has not been claimed within sixty (60) days after the Project Completion Date, then the IEDA shall be under no further obligation for further disbursement. The Grantee shall prepare, review, and sign all requests for payment and verify that claimed expenditures are allowable Costs Directly Related to the Project. The Grantee shall maintain original documentation adequate to support the claimed costs on file in IowaGrants.gov and provide such documentation upon request.

13. **PUBLICATIONS.** The Grantee will ensure that all publications produced in association with the Project shall include the following phrase: This Project is Sponsored in Part by the Iowa Economic Development Authority.

14. **DEFAULT.** The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Grantee in default of its obligations under this Agreement: a) non-performance; b) a failure by the Grantee to make substantial and timely progress toward completion of the Project and performance of the Agreement; c) a breach of any term of this Agreement or any attachment thereto; and d) failure to maintain insurance as set out at Paragraph 33 herein or maintaining insurance coverage that is, as determined by the Authority, insufficient; and e) utilizing grant proceeds for purposes not described in IowaGrants.gov - Scope of Project and Budget or for expenses that are not Costs Directly Related to the Project. The IEDA shall issue a written notice of default providing therein a fifteen (15) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

15. **TERMINATION.** This Agreement may be terminated in the following circumstances: a) by either party, without cause, after thirty (30) days' written notice; b) immediately, as a result of the Grantee's default under this Agreement and failure to cure within the time period provided; c) immediately, as a result of the termination or reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement; or d) immediately upon written mutual agreement by all parties to terminate the Agreement.

16. **REMEDY UPON TERMINATION.** In the event of termination of this Agreement or reduction of the Agreement amount, the exclusive, sole and complete remedy of the Grantee shall be reimbursement for Project costs expended prior to termination.

17. **NONASSIGNMENT OF AGREEMENT.** The Grantee may not assign, transfer or convey in whole or in part this Agreement; delegate any of its obligations or duties under this Agreement; or pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Grantee under this Agreement.

18. **WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. Notwithstanding the sentence above, IEDA may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.

19. **COMPLIANCE WITH LAWS AND REGULATIONS: DECLARATION OF THE GRANTEE.** The Grantee shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

20. **COMPLIANCE WITH EE0/AA PROVISIONS.** The Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. A breach of this provision shall be considered a material breach of this Agreement.

21. **INDEMNIFICATION AGAINST LOSS OR DAMAGE.** The Grantee agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of: any breach of this Agreement; any negligent, intentional or wrongful act or omission of the Grantee or any agent or subcontractor utilized or employed by the Grantee; the Grantee's

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**RECIPIENT: Tipton**

BY: \_\_\_\_\_  
 Mayor  
 City of Tipton  
 407 Linn St  
 Tipton, Iowa 52722

\_\_\_\_\_  
 Typed or Printed Name and Title

**IOWA ECONOMIC DEVELOPMENT AUTHORITY:**

BY: \_\_\_\_\_  
 Brian Sullivan, Chief Programs Officer  
 Community Development Division  
 Iowa Economic Development Authority

ORDINANCE NO. 585

AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES, CHAPTER 168  
ZONING REGULATIONS ADMINISTRATION AND ENFORCEMENT, SECTION 168.13.1  
“ESTABLISHMENT OF PLANNING AND ZONING COMMISSION”

SECTION 1. *Purpose.* The purpose of this ordinance is to amend the ordinance section that is related to the Planning and Zoning Commission’s composition, changing it from seven members to five members.

SECTION 2. *Amendment.* Section 168.13.1, ESTABLISHMENT OF PLANNING AND ZONING COMMISSION is hereby amended as follows:

**168.13 ESTABLISHMENT OF PLANNING AND ZONING COMMISSION.**

*1. Membership of the Commission. The Commission shall consist of five (5) members, who shall each be a resident of the City and qualified by knowledge or experience to act in matters pertaining to the development of a City plan and who shall not hold any elective office in City government. Each member shall be appointed by the Mayor, subject to the approval of the City Council.*

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

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

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

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

\_\_\_\_\_  
Bryan Carney, Mayor

ATTEST:

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

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Ordinance No. \_\_\_\_\_ which was passed by the Tipton City Council this \_\_\_\_ day of \_\_\_\_\_, 2022 and published in the Tipton Conservative this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

ORDINANCE NO. 586

AN ORDINANCE AMENDING CHAPTER 106, COLLECTION OF SOLID WASTE, SECTION 106.08, OF THE CITY CODE OF ORDINANCES

SECTION 1. *Purpose.* The purpose of this ordinance is to amend the ordinance regarding the collection and disposal rates within the service territory of the City of Tipton.

SECTION 2. *Amendment.* Chapter 106.08 is hereby amended as follows:

**106.08 COLLECTION FEES.** The collection and disposal of solid waste as provided by this chapter are declared to be beneficial to the property served or eligible to be served and there shall be levied and collected fees therefor in accordance with the following:

*(Goreham vs. Des Moines, 1970, 179 NW 2<sup>nd</sup>, 449)*

1. Schedule of Fees. The fees for solid waste collection and disposal service, used or available, are:
  - A. Residential and Commercial Non-Dumpster. Each residential and commercial non-dumpster premises shall be billed at a rate that coincides with the size of container used in accordance with the following:

Container Size	Monthly Charge
35-gallon	\$21.75
64-gallon	\$25.75
96-gallon	\$29.75

Additional solid waste must be placed in a City of Tipton garbage bag. One additional bag will be allowed per week.

B. Multiple-Family Dwellings. All multiple-family dwellings under 35 rental units shall have the tenant billed at the rate that coincides with the smallest container size unless a larger container is requested by the tenant. The owner of each multiple-family dwelling (35 rental units or more with 50% of the occupants below poverty level) shall be billed at the rate that coincides with the size of container used that is placed.

C. Commercial, Institutional and Industrial Dumpster Fees. The fees for commercial, institutional and industrial establishments using a dumpster shall be the amount charged to the City by the contracted collector for the specific address plus an 8% administrative fee.

D. Where there is a multiple utility billing in the same name and one of the locations does not produce any solid waste, then, upon filing of a written request, the Council by specific action may exempt the second location from the service fee. If one of the units is considered a Multiple-Family Dwelling, the unit must be vacant for a minimum of six months before a garbage exemption request can be made.

2. Payment of Bills. All fees are due and payable under the same terms and conditions provided for payment of a combined service account as contained in Section 92.04 of this Code of Ordinances. Solid waste collection service may be discontinued in accordance with the provisions contained in Section 92.05 if the combined service account becomes delinquent, and the provisions contained in Section 92.08 relating to lien notices shall also apply in the event of a delinquent account.

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

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

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

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

\_\_\_\_\_  
Bryan Carney, Mayor

ATTEST:

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

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Ordinance No. \_\_\_\_\_ which was passed by the Tipton City Council this \_\_\_\_ day of \_\_\_\_\_, 2022 and published in the Tipton Conservative this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

From the Desk of  
Kevin Kofron  
317 Cedar St., Tipton, IA 52772  
563-886-3306

Date: 08/25/2022

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Tipton City Council,

I am asking for a garbage exemption for the two Apartment buildings located at 300 and 310 West 4th St. This includes an exemption for all current and incoming tenants as I am already paying to get rid of the garbage by Waste management through the City of Tipton. The City of Tipton has not had a garbage truck on our property since 2006 according to Steve Nash director of Public works. And yet they have billed us and our Tenants thousands of dollars for doing absolutely nothing. As you know the City uses an automated collection truck which requires special garbage containers that have to be supplied by the City as they are not available to the public anywhere else. Since 2006, the City has only supplied 1 small container for garbage collection, and that was only for a period of 3 weeks or so, until the City stopped back and picked it up due to needing it somewhere else. So it was impossible for any tenants to dispose of their garbage in any other place, except in the dumpster I was providing for them. I have been waiting for over 3 years now for Melissa to get this double billing mistake corrected to no avail. At the time I brought this to her attention, I was told that there were 6 cases in the City with improper billing charges for garbage and mine was one of them. I have been told since then that the cases just like mine have been corrected. Mine certainly has not and I am thinking, based on past experience that Melissa won't do anything until pressured by City Council or our Attorney for some reason unknown to me!

In August of 2019 I brought this billing error to Melissa. She told me at that time that they were aware of a problem and that they would investigate and get back with me. Several calls to the City office with no response other than " We're working on it" was all I am ever told.

In June of 2020, I was contacted by the City Office and invited to a meeting between myself, Melissa, Deb, Cindy and Dave Hill. Dave Hill did not attend so it was just me and the 3 other Staff members. We kicked around several ideas, one of which was simply billing me for the cost of the weekly dumpster pickup from



Waste management and not billing the Tenants for their monthly Apartment trash which is being done now and the City again is not collecting anything other than their money!!!

More calls to the City Office gets the same reply " well we're working on it" yeah right!!

In July of 2021. I was in the City office on other matters and Melissa told me that She finally had a plan that she thought would work and was e-mailing that out to some of the Department heads the next day for their review. She would be back in touch with me in the next week or two. Several calls since then to the City office have received the usual response "Were working on it"

August of 2022. Here we are 3 years since I brought this up, my last call to the City office several months ago, brought the same response " We're working on it " I have had enough. Another City project that I have waited for someone to step up, be responsible, and nothing gets finished.

The following are payments that we have made which cover the entire cost of disposal for both of those units for the years named.

Kofron City of Tipton garbage collection Expense paid	Additional Tenant Apt. garbage fees collected by the City of Tipton
2016 710.59	\$547.80
2017 \$719.64	\$547.80
2018 721.53	\$547.80
2019 \$739.92	\$652.80
2020 \$759.90	\$652.80
2021 \$771.36	\$652.80
2022 \$468.44	\$435.20
to date	

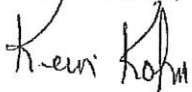
Totals      \$ 4,891.38

\$ 4,037.00

This simple chart shows the amount over charged by the City going back 2 years from the year of discovering and reporting this error. We don't routinely receive tenant billing so we did not discover this overcharge until 2019 at which time I reported it to the City. I am requesting a refund of \$4,037.00 of which the City overcharged our tenants to help compensate us for the garbage fees we paid out of pocket and for the Cities negligence and discrimination of letting this go on for 3 years while other customers with the same issues were taken care of sooner! I am again requesting a garbage exemption for the two Apartment buildings located at 300 and 310 West 4th St. This includes an exemption for all current and incoming tenants. I expect with that exemption, I will continue paying for the dumpster as I have for many years.

This should not be too much to ask as it looks like the City has profited over \$12,000.00 in the last 15+ years due to this error. If the City is truly interested in making this right, I would be very happy to sit down with the City Staff and try and figure out the full amount of the overcharges dating back to around 2006. In the interest of getting this problem finally solved in a reasonable time frame. The following terms apply, any unpaid balance after 45 days from the above date will be assessed a finance charge of .05753 daily periodic rate, (21% APR) + all legal and collection costs incurred by me in the settlement of this long overdue matter.

Thank You,



Kevin Kofron

RESOLUTION 090722B

RESOLUTION ACCEPTING THE COMPLETION OF THE "NORTH AVENUE WATER MAIN IMPROVEMENTS" (PROJECT) AND APPROVING PAY APPLICATION #5 (Release of Retainage) ACCORDING TO THE CONTRACT DOCUMENTS

WHEREAS, the City of Tipton was awarded a CDBG of up to \$189,185 for a project to replace the water main on North Avenue; and

WHEREAS, the Project's initial low bid was \$444,904.00 (Triple B Construction) and the final contract price came to \$493,164.50; and

WHEREAS, the City Engineer for this Project (Dave Schechinger, Veenstra & Kimm) has submitted a letter (September 1, 2022) recommending:

- 1.) City Council acceptance of the Project as complete.
- 2.) City Council approval of Final Pay Application #5 (\$24,658.23) in project retainage to be released in not less than 31 days after the date that this Resolution is approved.

NOW, THEREFORE, BE IT RESOLVED, in accordance with the City Engineer's recommendations, the City Council of the City of Tipton does hereby accept as complete the "North Avenue Water Main Improvements" Project and further approves Final Pay Application #5 as recommended within.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are authorized to execute all contract documents and other documents related to the scope of this Resolution.

PASSED AND APPROVED this 7<sup>th</sup> day of September 2022.

\_\_\_\_\_  
Bryan Carney, Mayor

ATTEST:

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

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution \_\_\_\_\_ which was passed by the Tipton City Council this 7<sup>th</sup> day of September 2022.

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



**VEENSTRA & KIMM INC.**

2600 University Parkway, Suite 1  
Coralville, Iowa 52241

319.466.1000 // 888.241.8001  
www.v-k.net

September 1, 2022

City of Tipton  
407 Lynn Street  
Tipton, Iowa 52772

TIPTON, IOWA  
CDBG NORTH AVENUE WATER MAIN IMPROVEMENTS  
CERTIFICATE OF COMPLETION

Attached is one copy of the Certificate of Completion for the project. The final contract price is \$493,164.50. The certificate should be executed by the Mayor after the City Council has approved acceptance of the project.

Please print and sign two (2) copies of the Certificate of Completion. Forward one copy to our office and keep the other copy for your files.

Partial Payment Estimate No. 5 (final) in the amount of the retainage will be submitted to the City after 31 days has elapsed from the date of acceptance of the project by the City.

Should you have any questions or comments concerning the enclosed information, please contact us at 319-466-1000.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink that reads "Dave Schechinger".

Dave Schechinger  
DRS:mmc  
5893  
Enclosure

**CERTIFICATE OF COMPLETION**

**CDBG NORTH AVENUE WATER MAIN IMPROVEMENTS  
TIPTON, IOWA**


September 1, 2022

We hereby certify that we have made an on-site review of the completed construction of the CDBG North Avenue Water Main Improvements under the Contract as performed by Triple B Construction of Wilton, Iowa.

As Engineers for the project, it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the contract is Four Hundred Ninety-Three Thousand One Hundred Sixty-Four and 50/100 Dollars (\$493,164.50).

**VEENSTRA & KIMM, INC.**

Accepted: **CITY OF TIPTON, IOWA**

By                     

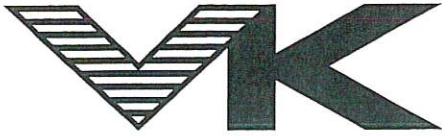
By \_\_\_\_\_

Title           Project Engineer          

Title                           Mayor                          

Date           September 1, 2022          

Date \_\_\_\_\_



**VEENSTRA & KIMM INC.**

2600 University Parkway, Suite 1  
Coralville, Iowa 52241

319.466.1000 // 888.241.8001  
www.v-k.net

September 1, 2022

**PAY ESTIMATE NO. 5 (final)**  
**CDBG NORTH AVENUE WATER MAIN IMPROVEMENTS**  
**TIPTON, IOWA**

Triple B Construction  
710 Ayres Progress Drive  
Wilton, IA 52778

Contract Amount \$444,904.00  
Contract Date September 14, 2021  
Pay Period Retainage

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Clear + Grubbing	Units	234	\$ 45.00	\$ 10,530.00	234	\$ 10,530.00
1.2	Removal of Sidewalk	SY	64	\$ 12.00	\$ 768.00	48	\$ 576.00
1.3	Removal of Pavement	SY	619	\$ 20.00	\$ 12,380.00	736	\$ 14,720.00
1.4	Remove Storm Sewer Pipe	LF	98	\$ 15.00	\$ 1,470.00	91	\$ 1,365.00
1.5	Valve Removal	Ea.	1	\$ 250.00	\$ 250.00	2	\$ 500.00
1.6	Curb Stop Removal	Ea.	4	\$ 300.00	\$ 1,200.00	13	\$ 3,900.00
1.7	Connect to Existing Water Main	Ea.	8	\$ 2,000.00	\$ 16,000.00	8	\$ 16,000.00
1.8	8" PVC Water Main	LF	1,955	\$ 63.00	\$ 123,165.00	2,380	\$ 149,940.00
1.9	8" Gate Valves	Ea.	17	\$ 1,700.00	\$ 28,900.00	15	\$ 25,500.00
1.10	Hydrant Assembly, WM-201	Ea.	4	\$ 6,150.00	\$ 24,600.00	4	\$ 24,600.00
1.11	Remove Hydrant Assembly	Ea.	2	\$ 750.00	\$ 1,500.00	2	\$ 1,500.00
1.12	Cold Weather Sampling Assembly	Ea.	1	\$ 3,700.00	\$ 3,700.00	1	\$ 3,700.00
1.13	Water Service Connection - Bored	Ea.	5	\$ 3,200.00	\$ 16,000.00	8	\$ 25,600.00
1.14	Water Service Connection - Open C	Ea.	8	\$ 2,500.00	\$ 20,000.00	7	\$ 17,500.00
1.15	Road Stone Material	CY	44	\$ 50.00	\$ 2,200.00	207.7	\$ 10,385.00
1.16	Storm SWR, Trench Gasketed, 15"	LF	20	\$ 140.00	\$ 2,800.00	16	\$ 2,240.00
1.17	Storm SWR, Trench Gasketed, 18"	LF	58	\$ 130.00	\$ 7,540.00	75	\$ 9,750.00
1.18	Storm SWR, Trench Gasketed, 24"	LF	20	\$ 160.00	\$ 3,200.00		\$ -
1.19	Connect to Existing Storm Structure	Ea.	4	\$ 800.00	\$ 3,200.00	3	\$ 2,400.00
1.20	Geo Grid (Tx-160)	SY	670	\$ 7.00	\$ 4,690.00		\$ -
1.21	Special Backfill	CY	225	\$ 30.00	\$ 6,750.00	547.2	\$ 16,416.00
1.22	6" PCC Sidewalk	SY	64	\$ 77.00	\$ 4,928.00	43	\$ 3,311.00
1.23	6" PCC Driveway	SY	449	\$ 77.00	\$ 34,573.00	478	\$ 36,806.00
1.24	7" PCC Pavement	SY	7	\$ 100.00	\$ 700.00		\$ -
1.25	Modified Subbase	CY	52	\$ 55.00	\$ 2,860.00	17.5	\$ 962.50
1.26	Detectable Warning	SF	20	\$ 50.00	\$ 1,000.00	20	\$ 1,000.00
1.27	Traffic Control	LS	1	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00
1.28	Construction Survey	LS	1	\$ 5,500.00	\$ 5,500.00	1	\$ 5,500.00
1.29	Mobilization	LS	1	\$ 95,000.00	\$ 95,000.00	1	\$ 95,000.00
1.30	Seeding + Fertilize (Urban)	Acre	0.5	\$ 10,000.00	\$ 5,000.00	0.5	\$ 5,000.00
<b>Contract Price:</b>					<b>\$ 444,904.00</b>		<b>\$ 489,201.50</b>

SUMMARY			
		Total Approved	Total Completed
Contract Price		\$ 444,904.00	\$ 489,201.50
Approved Change Order (list each)	Change Order No. 1	\$ (385.00)	\$ (1,037.00)
	Change Order No. 2	\$ 5,000.00	\$ 5,000.00
	Revised Contract Price	\$ 449,519.00	\$ 493,164.50

Stored  
 Total Earned \$ 493,164.50  
 Retainage (5%)  
 Total Earned Less Retainage \$ 493,164.50

Total Previously Approved (list each)			
	Pay Estimate No. 1	\$ 112,022.58	
	Pay Estimate No. 2	\$ 117,465.60	
	Pay Estimate No. 3	\$ 68,594.75	
	Pay Estimate No. 4	\$ 170,423.35	

Total Previously Approved \$ 468,506.28  
**Amount Due This Request \$ 24,658.23**

Percent Complete 100%


The amount \$ 24,658.23 is recommended for approval for payment in accordance with the terms of the contract.

**Prepared By:**  
Triple B Construction

**Recommended By:**  
Veenstra & Kimm, Inc.

**Approved By:**  
Tipton, Iowa

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature:   
 Name: Dave Schechinger  
 Title: Engineer  
 Date: September 1, 2022

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

# Memo

**To:** City Council and Mayor Carney

**From:** Steve Nash, Public Works

**cc:** Brian Wagner, City Manager & Melissa Armstrong

**Date:** September 1, 2022

**Re:** Possible upgrades on Storm Intakes and Sanitary Manholes on North Ave.

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After a lengthy time working on North Ave, which included most of the utilities and some fiber work, we have taken a closer look at the resulting wear on Sanitary Manholes and Storm Intakes.

- Looking at the 5 Sanitary Sewer manholes on North Ave. We believed we could save them and save some money. After seeing what they look like now after some heavy truck traffic this summer, I believe we should reconsider. Sanitary manhole lids are built to be sealed, by law. We have a couple that would not pass. A new concrete street with old manhole castings looks like a potential repair situation in the near future. I'd recommend new castings and lids. They are under \$380 per manhole.
- There are also 4 storm intakes that were identified as sub-parr and in need of replacing or at a minimum of fixing the grate at street level. We planned on doing those in-house. Upon more detailed evaluation, the underground box that the storm pipes are inserted into have some aging issues. We can dig those out and rebuild those boxes, in house. However, the best time to do that is before the street goes in and the back of curb hasn't been reseeded yet. Our schedule is already challenged, and we wouldn't want to be in the way of All-American. They gave us a price of around \$5000 per Storm Intake installed with their contract bid. I'm not sure if they will honor that price at this point, as it was only good for 30 days from contract signing. The cost of the materials and labor for us to do the intakes, would be close to their initial bid. This expense could be taken out of our Storm Water Fund.



## Amy Lenz

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**From:** Steve Nash  
**Sent:** Thursday, September 1, 2022 3:25 PM  
**To:** Amy Lenz  
**Subject:** FW: : Intersection @E. 10th & North Ave.

**From:** Steve Nash  
**Sent:** Thursday, September 1, 2022 3:24 PM  
**To:** Brian Wagner, City of Tipton <citymanager@tiptoniowa.org>; Melissa Armstrong <marmstrong@tiptoniowa.org>  
**Cc:** Bryan Carney <mayor@tiptoniowa.org>; Tim McNeill <cmward3@tiptoniowa.org>; Mike Helm <cmward2@tiptoniowa.org>; Jason Paustian <cmal1@tiptoniowa.org>; Ron Hembry <cmward1@tiptoniowa.org>; ronhembry@gmail.com; timmcneill123@gmail.com; Abby Cummins <AbbyCummins@cumminsmfg.com>  
**Subject:** : Intersection @E. 10th & North Ave.

**Just to bring everyone up to speed on the question of additional street work on the south end of North Ave. I have researched this a little more and was reminded that we (Public Works) cored this out about 4 years ago. There was no rock base under the asphalt at that time and the intersection was a spongy mess. The guys went down 2-3 feet and put a layer of base rock (3-4" size) and then pounded in a foot of road rock. Kluesner then surfaced it with asphalt. With all the truck traffic going over it this summer, it has not moved at all. The V&K Inspector, Rick, assures me that it is very solid at this stage. He also reminded me that if anything was done to change it to concrete, it would be hard to get the crown from North Ave. to transition into the gutter line of 10<sup>th</sup>. When that piece of 10<sup>th</sup> is replaced, it would be a better time to address the south end of North Ave. The cost of replacing that asphalt at this time would be about \$6500 - \$7000. It's roughly 120 square yards. We can certainly have a discussion at the Council Meeting to see what you'd like to do. Call me if you have questions or comments.**

**Thanks,  
Steve**

**From:** Steve Nash <[snash@tiptoniowa.org](mailto:snash@tiptoniowa.org)>  
**Sent:** Thursday, September 1, 2022 12:24 PM  
**To:** Steve Nash <[snash@tiptoniowa.org](mailto:snash@tiptoniowa.org)>  
**Subject:**

