City of Tipton, Iowa

Meeting: Tipton City Council Meeting

Place: Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772

Date/Time: Monday, September 19, 2022, 5:30 p.m.

Web Page: www.tiptoniowa.org

Posted: Friday, September 16, 2022 (Front door of City Hall & City Website)

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

https://meet.goto.com/531057085

You can also dial in using your phone.

United States (Toll Free): <u>1 877 309 2073</u> United States: +1 (646) 749-3129

Access Code: 531-057-085

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

- 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 Airport Minutes, August 10, 2022
- 2. Approval Public Works Update, September 13, 2022
- 3. Approval Investment and Treasurer's Report, August 2022
- 4. Approval Trunk or Treat, Sunday, October 30th, 1-2:30 p.m., in the park with the street in front of James Kennedy Family Aquatic Center barricaded off.
- 5. Approval Use of parking lot between East 5th Street and the courthouse for the Pumpkin Fest on Thursday, October 26th, 6-7:30 p.m., by Tipton Ministerial Association

- 6. Approval Mayoral appointment of Scott Stueland to the City of Tipton's Development Commission
- 7. Approval Ballistic Vest Purchase, Uniform Den, \$2,497.50 (City's part is funded under the police department CIP)
- 8. Approval Revolving Loan Fund Application for Todd Foss, DBA: Tadan's Touch Foundation
- 9. Approval 2022 Community Forestry Grant Agreement
- 10. Approval Claims Register which includes claims paid under current Purchase Policy

G. Public Hearing

1. Public hearing for a proposed private sanitary sewer service line easement as requested by the Cedar County Cooperative

H. City Business

- 1. Resolution No. 091922A: Resolution directing the City Manager to work with the Cedar County Cooperative to create a written easement agreement consistent with the proposed easement for sanitary sewer service purposes, from the city main across city property as generally described within the body of this resolution.
- 2. Discussion and possible action authorizing a city "letter of support" for the Tipton Rotary Club's project to replace the city park's north shelter.
- 3. Discussion and possible action concerning Engineering Services Agreement with Garden and Associates for North Plum Street
- 4. Discussion and possible action concerning Change Order for storm intakes on North Avenue, All American Concrete, \$29,500
- 5. Discussion and possible action concerning quote to reconstruct the 10th Street/North Avenue intersection. (All American's quote was included with the Public Works Director's report under the Consent Agenda. It is quoted at \$65,838. Please note that the quote lists some exclusions.)
- 6. Discussion and possible action concerning Industrial Feeder Project material purchase, \$39,402.84
- 7. Ordinance No. 586: Ordinance amending Chapter 106, collection of solid waste, Section 106.08, of the City Code of Ordinances (Second Reading)
- 8. Discussion and possible action concerning garbage exemption for two apartment buildings located at 300 and 310 West 4th Street, Kevin Kofron (tabled at the last council meeting)
- 9. Ordinance No. 587: Ordinance amending Chapter 69, parking regulations, Section 69.08, No Parking Zones (First Reading)
- 10. Discussion and possible action authorizing city staff to work on a revised staffing plan that includes a "Director of Utilities" who would oversee the electric, water, and wastewater

utilities. (City staff initially met with the council's Personnel Committee to discuss options that will now be presented to the council.)

I. 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

J. 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.

Tipton Airport Committee Meeting

August 10, 2022-5:07 PM at the terminal, Mathews Memorial Airport, Tipton, Iowa.

Max Coppess called the meeting to order with a roll call. Those present: Max Coppess, Scott Pearson, Jim Rohlf, Mike Moes and LeAnn Boots. Sheriff Warren Wethington present as guest..

Meeting agenda and minutes were read and approved with a motion by Leann and a second by Scott

Unscheduled business

- 1) Discussed crop ground rental for ground around runway. This has not been rebid in some time. Motion by Jim with a second by Scott to terminate the lease and rebid. In favor, Max, Scott, Jim and LeAnn. Opposed Mike.
 - 2) Discussion about using the airport for Sheriff's department training. Committee discussed, determined that this would be fine. Department will coordinate with Max.
 - 3) Meeting with land owners, awaiting info from FAA.
 - 4) We have use/loose AIP funds, due to not being able to start a project before due date, we will allow them to transfer to another airport.

Young Eagles

Young Eagles flights by EAA Chapter 33 will be August 20th. Anyone available to assist would be appreciated.

Manager's Report

- 1) 2069 gallons fuel in the tank, new load cost \$5.19, average \$5.15/gallon. Price currently set at \$6.40, \$1.25 profit.
- 2) Hose reel bound up a couple times.
- 3) A/C unit donated by Albaugh PHC isn't cooling. Ryan is going to see about warranty.
- 4) Landscaping around memorial bench: Jamie is having it done and will fund it, checking into grants.

Meeting adjourned at 5:33 PM with a motion by Jim and a second by LeAnn.

Respectfully submitted by Scott Pearson.

City Of Tipton

Memo

To: City Council, Mayor Carney

From: Steve Nash, Public Works

cc: Brian Wagner, City Manager & Melissa Armstrong

Date: September 13, 2022

Re: PW Update -

Some things to be aware of as we head into the fall.

- Progress on sidewalks, both at the Library and around town. The guys have put done 3 separate pours in front of the Library. Hopefully they will get another section done on Friday. It looks great and will be ready for the landscaping crew in a week or two.
- Domino effect of labor force being reduced. As an example of the flexibility and demands on the entire City work force, I'd like to share a typical workday. Monday, Brian B was working with Electric and hasn't had time to keep up with the mowing at both lagoons. We had Nate and Tucker catch up with that, at the expense of continuing concrete work at the Library. Klay was working with water/wastewater to cover for Brian, resulting in some small shop things being put on hold. Roger was out with a Dr. appt., which put Chris on the Garbage Truck all day. Once again setting the concrete work back another day. Currently I believe the Electric Dept is down 2 employees, and we are short 1 full time employee. At the end of the day, we can keep everything going with mandated reports and normal operational duties (yard waste and extra pickups). We do find ourselves short on time to do as much extra stuff as I'd like too, such as Library Sidewalks and street repair. The good news is that we have staff that can fill in and do about anything.
- North Ave progress and proposal from All American for 10th & North Ave. The north end
 of North Ave. will probably be finished by Monday. That would be from the cul-de-sac to
 just past 13th. We also asked All-American to give us a quote on the intersection and
 about a half block of East 10th. That number came in at almost \$66,000. I'll attached the

- quote That would certainly cause us an issue with the CIP and our proposed reconstruction of North-North Plum next year.
- Fall leaf pickup just around the corner. More on the details soon.
- Additional seeding on last year's Mulberry Street project. We have connected with Triple B on follow-up with reseeding some of the areas on Mulberry Street.
- EAB has continued to create serious safety issues with infected Ash Trees. We have also identified some older mature trees in town that will be moved to the Winter Removal list. There are over 50 on the list currently, mostly Ash.
- Just received notice from the Iowa DNR that we have been awarded \$10,000 from The Community Forestry Grant Program for the Derecho and EAB recovery. Jo Ann Crock and I worked on the application which combines both State and Federal money. A big thanks out to Jo Ann for her ability to put the right words in the Grants! There will be 54 trees planted in areas all over town on street ROW's where we have lost trees.



1489 Highway 6 West Liberty, IA 52776 Main Office 319.627.2226 Estimating 319.627.2221 Fax 319.627.2227 office@aaconcreteinc.com

Tipton - 10th Ave Reconstruction

No.	Description	Quantity	Unit	\$ Each	\$ Total
1	Class 10 Excavation	135	CY	\$ 33.00	\$ 4,455.00
3	Removal of Pavement	809	SY	\$ 10.00	\$ 8,090.00
7	Modified Subbase	135	CY	\$ 55.00	\$ 7,425.00
9	Traffic Control	1	LS	\$ 1,300.00	\$ 1,300.00
11	Mobilization	1	LS	\$ 2,500.00	\$ 2,500.00
2.1	7" PCC Pavement	809	SY	\$ 52.00	\$ 42,068.00
				Total	\$ 65,838.00

Inclusions

Jointing per IDOT specifications

Notes

Payment to be based on field measurements

Exclusions

Cold weather concrete, covering, heated materials Location, adjustment, or relocation of utilities Conduits and other under-paving items Contingency allowances

City of Tipton MTD Treasurers Report As of August, 2022

4,595,132.05 -11,879.71 379,410.45 4,434.79 2,349.44 4,969,447.02

	6,145,881.30	1,550,749.25	4,595,132.05	0	1,999,592.33	-1,600.00	1,844,058.11	4,749,066.27	GRAND TOTAL
	12,105.72	0	12,105.72	0	605		1,474.85	11,235.87	952-GAS METER DEPOSITS
	3,372.60	0	3,372.60	0	285	0	565.53	3,092.07	951-WATER METER DEPOSITS
	15,519.23	11,080.46	4,438.77	0	1,210.00	0	1,147.28	4,501.49	950-ELECTRIC METER DEPOSITS
	1,269.72	0	1,269.72	0	0	0	0	1,269.72	SEO-PAYROLL ACCOUNT
	-7,159.38	0	-7,159.38	0	30,655.10	0	40,482.43	-16,986.71	835-AUMINISTRATIVE SERVICES
	55,796.15	0	55,796.15	0	14,700.21	0	5,325.00	65,171.36	820-PSF HEALTH INSURANCE
	-29,300.51	0	-29,300.51	0	64,442.73	0	45,648.26	-10,506.04	810-CENTRAL GARAGE
	255,059.29	0	255,059.29	0	3,258.30	.0	9,633.37	248,684.22	740-STORM WATER
	160,354.75	0	160,354.75	0	69,700.87	0	57,562.37	172,493.25	670-GARBAGE COLLECTION
	-104,472.46	0	-104,472.46	0	12,456.86	0	6,691.04	-98,706.64	660-AIRPORT OPERATING
	16,649.64	11,080.46	5,569.18	0	0	0	9.13	5,560.05	641-GAS D.E.I.
	17,232.38	0	17,232.38	0	71,941.85	0	51,175.40	37,998.83	640-GAS OPERATING
	282,824.87	167,370.75	115,454.12	0	0	0	189.29	115,264.83	634-ELECTRIC BOND/INT RESERVE
	431,265.98	146,300.13	284,965.85	0	0	0	467.21	284,498.64	633-ELECTRIC RESERVE
	393,329.41	0	393,329.41	0	0	0	644.88	392,684.53	632-ELECTRIC RENEWAL/REPLACEM
	9,009.20	0	9,009.20	0	0	0	14.77	8,994.43	631-ELECTRIC DEVELOPMENT
	308,988.66	341,416.64	-32,427.98	0	828,312.10	-1,600.00	607,210.89	187,073.23	630-ELECTRIC OPERATING
	471,844.46	223,447.31	248,397.15	0	103,824.79	0	78,015.67	274,206.27	610-WASTEWATER/AKA SEWER REVE
	413,527.02	0	413,527.02	0	38,935.60	0	65,051.11	387,411.51	600-WATER OPERATING
	117,387.52	104,637.52	12,750.00	0	0	0	750	12,000.00	500-CEMETERY TRUST FUND
	483,541.64	0	483,541.64	0	0	0	241,749.00	241,792.64	318-ARPA 2021
	-471,685.40	0	-471,685.40	0	8,563.75	0	0	-463,121.65	317-HWY 38 PROJCT
	1,162,415.72	0	1,162,415.72	0	0	0	1,905.81	1,160,509.91	316-GO 2021 CP
	-5,123.22	0	-5,123.22	0	0	0	10,189.50	-15,312.72	226-GO BOND SERIES 2021
	38,935.72	0	38,935.72	0	0	0	9,845.54	29,090.18	224-GO BOND DEBT SERVICE
	95,232.64	0	95,232.64	0	0	0	8,260.84	86,971.80	222-GO BOND 2015 DEBT SERVICE
	17,504.74	0	17,504.74	0	0	0	16,230.40	1,274.34	220-GO BONDS 2013 DEBT SRVC
	75,492.28	0	75,492.28	0	0	0	123.77	75,368.51	218-GO CP BONDS SERIES 2011C
	7,721.57	0	7,721.57	0	0	0	5,380.96	2,340.61	216-GO CP BONDS SERIES 2011B
	22,760.91	0	22,760.91	0	0	0	22,694.02	66.89	214-GO CP BONDS SERIES 2011A
	190,029.39	0.	190,029.39	0	0	0	70,291.56	119,737.83	208-WW/SEWER REVENUE BOND SIN
	550,170.18	0	550,170.18	0	0	0	38,962.01	511,208.17	203-06 ELECTRIC SUBSTATION RE
	229,330.89	0	229,330.89	0	0	0.	376	228,954.89	202-ELECTRIC REVENUE BONDS
	188,008.23	0	188,008.23	0	14,356.20	0	10,908.79	191,455.64	192-FIRE ENTERPRISE TRUST
	41.058.93	0	41,058.93	0	0	0	297.32	40,761.61	190-P S SHARE FUND
	15,584.85	0	15,584.85	0	0	0	52.6	15,532.25	189-LIBRARY TRUST FUND
	-576,279.12	0	-576,279.12	0	0	0	0	-576,279.12	168-AQUATIC CENTER CAMPAIGN F
	194,561.65	13,755.76	180,805.89	0	240,000.00	0	56,168.61	364,637.28	160-ECONOMIC/INDUSTRIAL DEVEL
	138,362.52	82,496.04	55,866.48	0	32,370.50	0	91.59	88,145.39	125-TIF SPECIAL REVENUE FUND
	291,274.48	0	291,274.48	0	50,000.00	0	27,761.88	313,512.60	121-LOCAL OPTION TAX
	-1,949.32	0	-1,949.32	0	5,659.20	0	0	3,709.88	119-Emergency Fund
	-40,337.95	0	-40,337.95	0	85,847.50	0	0	45,509.55	112-TRUST AND AGENCY FUND
	212,908.18	135,430.35	77,477.83	0	17,222.56	0	32,263.06	62,437.33	110-ROAD USE TAX FUND
	461,757.54	313,733.83	148,023.71	0	305,244.21	0	318,446.37	134,821.55	001-GENERAL GOVERNMENT
									1000000
Bank Balance	-								
CC Cleared									
CC Closed	INVESTMENTS		BALANCE					BALANCE	
O/S Deposits	WITH	INVESTMENTS	CASH	CHANGE	EXPENSES	CHANGE	REVENUES	CASH	
Ending Cash Bal	BALANCE	Y-T-D	ENDING	ĄP		A/R NET	M-T-D	BEGINNING	FUND
		No. of the Children was an in-							

0.00											
			\$1,550,749.25	\$1,550,749.25					Investments Total		
	10/22/21		\$11,080.46	\$11,080.46	10/22/22	0.40	12 mos.	10/09/17	950 Electric Meter Deposit	11642	Liberty Trust & Savings
	10/22/21		\$11,080.46	\$11,080.46	10/22/22	0.40	12 mos.	10/09/17	641 Gas D.E.I.	11641	Liberty Trust & Savings
	03/21/22		\$167,370.75	\$167,370.75	03/21/23	0.40	12 mos.	09/02/17	634 Electric Bond & Interest		Liberty Trust & Savings
	22/02/40		\$146,300.13								
	07/08/22			\$85,961.22 \$60.338.91	04/26/23	0.75	12 mos.	10/09/17	633 Electric Reserve		& Savings
						1	5	00/10/10	633 Flectric Reserve	27940	Citizens Bank
	77 /07 /10		\$341,416.64								
	09/13/21			\$114,829.94	04/26/23	0.40	12 mos.	12/16/16	630 Electric Operating	11743	Liberty Trust & Savings
	01/18/22			\$113,987.94	01/18/23	0.40	12 mos.	11/06/16	630 Electric Operating	11622	
	09/14/21		\$223,447.31	\$223,447.31	09/14/22	0.40	12 mos.	11/06/16	COO El T. O	11601	liberty Truct & Cavingo
	77/17/00		7-07:00			5		11/00/10	610 Wastawater/Sower Operation	11623	Liberty Trust & Savings
	03/21/22		\$104,637.52	\$104,637.52	03/21/23	0.40	12 mos.	09/04/16	500 Cemetery Trust	11724	Liberty Trust & Savings
	07/08/22		\$13,755.76	\$13,755.76	07/08/23	0.75	12 mos.	03/27/16	160 Economic Development	27941	Citizens Bank
	04/15/22		\$82,496.04	\$82,496.04	04/15/23	0.40	12 mos.	03/27/16	125 TIF	11738	Liberty Trust & Savings
	04/26/22		\$135,430.35	\$31,528.21	04/26/23	0.40	12 mos.	10/02/16	TTO MOUN OSE LOX	71./17	and the second second
	03/21/22			\$103,902.14	03/21/23	0.40	12 mos.	09/04/16	110 Road Use Tax	11722	Liberty Trust & Savings
			\$313,733.83								
	10/22/21			\$119,776.02	10/22/22	0.40	12 mos.	10/10/17	001 City Reserve Fund	11640	Liberty Trust & Savings
	10/22/21			\$77,730.83	10/22/22	0.40	12 mos.	10/10/16	001-687 Unemployment Trust	11643	Liberty Trust & Savings
	03/21/22			\$116,226.98	03/21/23	0.40	12 mos.	04/04/10	COT COO VIIIDUIGIICE II USC	11.00	
Interest Earned	Renewed	Cashed	Fund Total	Amount		Rate		Purchased	Fund Number and Name	Number	Bank Liberty Trust & Savings
						-				Cert.	

AGENDA INFORMATION TIPTON CITY COUNCIL COMMUNICATION

DATE:

9/19/2022

AGENDA ITEM: Trunk or Treat Event

ACTION:

Motion to approve, deny or table

SYNOPSIS: Tipton's Annual Trunk or Treat. Scheduled for Sunday, October 30th at the City Park from 1-2:30 p.m. This event is sponsored by The City of Tipton, Tipton Police Department and Tipton Fire Department

Requesting the following:

1. Barricade street in front of James Kennedy Aquatic Center for safety

- 2. Participation from city departments in decorating a city vehicle(s) and assistance from employees wishing to help with this activity
- 3. Requesting council designate October 31st as the traditional 'Treat or Treat' night will need to set the time

BUDGET ITEM: None

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

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

ATTACHMENTS: None

DATE PREPARED: 9/12/2022 PREPARED BY: Linda Beck

AGENDA INFORMATION TIPTON CITY COUNCIL COMMUNICATION

DATE:

9/14/2022

AGENDA ITEM: Tipton Ministerial Association

Area to roast S'mores-request from Pastor Kerri Sandusky

ACTION:

Motion to approve, deny or table

SYNOPSIS: Tipton Ministerial Association are planning a Pumpkin Fest on Thursday, October 26th on the Courthouse lawn from 6-7:30 p.m. This is a free family event, and many activities are being planned.

Pastor Kerri is requesting to use the Parking lot between 5th Street and the courthouse and set up 4 firepits (built from concrete blocks) to roast S'mores. This would be the city's portion of the parking area. Will also need barricades to block off this area for safety.

Activities include Inflatable obstacle course, pumpkin cookie decoration, pumpkin decorating, face painting and music.

Will also provide free hot dogs, chips, and hot chocolate.

BUDGET ITEM: None

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

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

ATTACHMENTS: None

AGENDA INFORMATION TIPTON CITY COUNCIL COMMUNICATION

DATE:

9/19/2022

AGENDA ITEM: Nomination to Commission Board

ACTION:

Motion to approve, deny or table

SYNOPSIS: Scott Stueland has agreed to serve on the Commission Board pending the appointment by the mayor with the approval of the City Council.

BUDGET ITEM: None

RESPONSIBLE DEPARTMENT:

Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Approve, deny or Table

ATTACHMENTS: None

PREPARED BY: Linda Beck

DATE PREPARED: 09/14/2022

AGENDA INFORMATION TIPTON CITY COUNCIL COMMUNICATION

DATE:

September 19, 2022

AGENDA ITEM: Ballistic Vest Purchase

ACTION:

Council Approval

SYNOPSIS: The Police Department needs to replace the Ballistic Vests because they expire after 5 years. This purchase was put in our C.I.P. and it was for six new Vests. The current Fiscal Year is when we need to buy the Vests.

The approximate cost is \$500 per vest and we purchased one vest in July because we hired a PT officer to be Full-Time and he needed a Vest right away.

I am requesting permission to purchase five new Ballistic Vests at a cost of \$499.50 each, with the total cost being \$2497.50. This is in our C.I.P. but the cost is above the spending limit.

I received two quotes for Vests:

Uniform Den: \$499.50 ea.

Kieck's Career Apparel: between \$760.00 - \$1120.00

BUDGET ITEM:

C.I.P. New Ballistic Vests

RESPONSIBLE DEPARTMENT: Police

MAYOR/COUNCIL ACTION:

ATTACHMENTS:

PREPARED BY: Lisa DuFour, Chief of Police

DATE PREPARED: 9/12/22



UNIFORM DEN, INC.

1309 5th Ave. Moline, IL 61265 Phone: 309-762-6215 ~ Fax: 309-762-6228

1-800-852-9649

QUOTATION

Quote Date:	Quote#	Page
9/02/22	110937	1

B TIPTON POLICE DEPARTMENT
I 407 LYNN STREET
L TIPTON, IA 52772
L

S TIPTON POLICE DEPARTMENT H 407 LYNN STREET I TIPTON, IA 52772 P

Employee: BODY ARMOR

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
TIPTONPD	ZZ	QUOTE		NET 30	

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
1	1104640002	PAX2 W/2 PEGASUS	PAX2 WITH 2 PEGASUS CARRIERS <paxii black="" custom=""></paxii>	5	0	5	499.50		499.50	2497.50
						1				
								SUBTOT		2/07 50

PAY FROM INVOICE. REMIT TO: UNIFORM DEN, INC.

SUBTOTAL 2497.50 SALES TAX 0.00

TOTAL QUOTATION 2497.50

Brad Peck

From:

Nina Brundell <ninab@kiecks.com>

Sent:

Friday, September 2, 2022 5:32 PM

To: Subject: Brad Peck vest prices

Brad-

Thanks for calling today!

All of these can be viewed at www.pointblankenterprises.com

Two internal carriers:

Alpha Elite AXII \$1120.00, BII-5 \$890.00 Vision AXII \$1042.00, BII-5 \$815.00 Hi Lite AXII \$1000.00, BII-5 \$760.00

Let me know if you have questions!



Nina Brundell

Kieck's Career Apparel & Uniform 222 3rd Ave SW Cedar Rapids, IA 52404 319-363-3503 fax 319-363-3504 www.kiecks.com

AGENDA INFORMATION TIPTON CITY COUNCIL COMMUNICATION

DATE:

9/19/2022

AGENDA ITEM: Approval of Revolving Loan Fund Application

ACTION:

Motion to approve, deny or table

SYNOPSIS: Todd Foss DBA: Tadan's Touch Foundation applied for a Revolving Loan. His place of business is located at 56 Spruce Street. This is a new business coming to Tipton that works with individuals with mental health or behavioral problems. Todd is leasing two office spaces from D.S. Webb & Co. and will be buying office furniture and equipment.

Commission board recommended approval to the City Council. Applicant met the loan's program requirements, but recommended some waivers as allowed by the guidelines and described below. I also talked to his banker, Baoli Guo with Wells Fargo in Coralville, IA, and he voiced no concerns.

Council consideration:

- 1. Loan amount for office furniture and equipment in the amount of \$11,164.94. (Total cost is \$14,886.59). Todd is making the required 25% match.
- 2. Collateral: 2005 Hummer H2 and 2012 Mini Cooper S Coupe. City will be listed as second lien holder following Mississippi Valley Credit Union. City will also require the following furniture for collateral:

	10 - Asus Chromebooks	\$1,720.00
	4 – Convertible Futon Sofas	\$1,391.80
	8 - Velvet Accent Chairs	\$1,320.00
d.	2 - Brother Scan/fax/copier	\$1,043.02
	1 – Conference Table	\$1,073.95
	Total	\$6,548.77

- 3. .5% interest rate
- 4. Payback in seven years with monthly installments
- 5. Loan agreement and personal guarantee to be drawn up by Tipton's City Attorney and must be signed by both Todd and Laurie Foss
- 6. Payments will begin on March 1, 2023

BUDGET ITEM: 160-5-599-2-64994

RESPONSIBLE DEPARTMENT: Economic Development - Linda Beck

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

ATTACHMENTS: None

PREPARED BY: Linda Beck DATE PREPARED: 9/14/2022

DIRECTOR KAYLA LYON



September 15, 2022

Grantee	Date
Jeff Goerndt, State Forester	Date
Phone: 515-249-1732	
Des Moines, IA 50319	
502 E 9th Street	
DNR Forestry – Urban Program	
To: Emma Hanigan	
To confirm your desire to use this allocation as identified above, by no later that sign and return to DNR both this award letter and the enclosed Grant Project C	
The maximum time allowed for project completion shall be no later than Decer	mber 9, 2022.
Note: NO SINGLE ITEM PURCHASED AT \$5000 OR MORE IS ELIGIBLE!	
This Grant shall be used for the tree planting project described in your Commun Application dated 9/1/2022.	nity Forestry Grant Program
FALL 2022 CFGP GRANT AMOUNT: \$10,000.00	
The Iowa Department of Natural Resources Forestry Section is pleased to inform the Community Forestry Grant Program (CFGP) for derecho and EAB recovery v	
Dear Steve,	
Tipton, Iowa 52772	
407 Lynn Street	
City of Tipton	
Steve Nash	

WALLACE BUILDING, 502 E 9TH ST, DES MOINES IA 50319

Phone: 515-725-8200 <u>www.lowaDNR.gov</u> Fax: 515-725-8201





Department of Natural Resources

GRANT PROJECT COOPERATIVE AGREEMENT

2022 Community Forestry Grant Program

GRANTEE: City of Tipton

GRANT AWARD AMOUNT: \$10,000.00

SUBAWARD PERIOD OF PERFORMANCE: September 15, 2022 through December 9, 2022

PROJECT COMPLETION DATE: December 9, 2022

1. PARTIES, AUTHORITY, and PARTY CONTACTS. The parties to this Community Forestry Grant Program Project Cooperative Agreement are the Iowa Department of Natural Resources, an agency of the State of Iowa (the Department or DNR), and City of Tipton (Organization or the Grantee). City of Tipton is a municipality. City of Tipton's address is: 407 Lynn Street, Tipton, Iowa 52772. The parties make this Grant Project Cooperative Agreement under the authority of 89th General Assembly (2022), House File 862, and Iowa Administrative Code 571 chapter 34.

Each party has designated a Contact, who shall be responsible for oversight and negotiation of any Grant Project Cooperative Agreement amendments, as follows:

DNR Contact:

Emma Hanigan

Program Coordinator 502 East 9th Street Des Moines, IA 50319 Phone: (515) 249-1732

Email: emma.hanigan@dnr.iowa.gov

Name of Grantee

Contact:

Steve Nash

City of Tipton 407 Lynn Street

Tipton, Iowa 52772 Phone: 563-886-4275

Email: snash@tiptoniowa.org

2. PURPOSE. The purpose of the Community Forestry Grant Program is to establish community tree planting projects on public lands that benefit the citizens of the state of Iowa in response to the 2020 derecho storm event and the impact on ash trees with the invasive Emerald Ash Borer.

3. GENERAL DESCRIPTION OF PROJECT. This Grant Project Cooperative Agreement is for the purpose of implementing the project described in the Organization's project proposal dated September 1, 2022, which is attached and by this reference made a part of this Grant Project Cooperative Agreement, except for the exemptions identified later in this provision, and summarized as follows:

The purpose of this project is to establish community tree planting projects on public lands that benefit the citizens of the state of Iowa in response to the 2020 derecho storm event. The funding provided by the Rebuilding Iowa's Infrastructure Funds Program and the USDA Forest Service & National Association of State Foresters (NASF) 2022 State Urban Forest Resilience Grant Program will be used to purchase landscape trees and mulch for Iowa firms which meet the quality nursery specifications outlined in the grant application documents. The 2022 Community Forestry Grant Program provides up to \$5000 in derecho recovery state infrastructure funds and \$5000 in match from federal Emerald Ash Borer reforestation funds.

The Grantee also shall comply with the requirements of the Community Forestry Grant Program Description and Instructions, which shall be incorporated by this reference and made part of this Grant Project Cooperative Agreement.

- 4. RECORDKEEPING: The Grantee shall maintain the following records and shall submit the records to DNR:
 - 1. Evidence of payment by Grantee of funds to implement the project proposal, including but not limited to paid invoices, copies of canceled checks or other evidence of payment. All invoices must be dated no earlier than September 15, 2022, and no later than December 9, 2022.
 - 2. Any other records that show how funds were spent on this project.
- 5. GRANTS AND REIMBURSEMENTS. The Department will reimburse the costs described and in the project proposal up to a maximum amount of \$10,000.00. No single item may be purchased at a cost of \$5000.00 or more.
- a) The Grantee shall submit a request for reimbursement on Organization's standard billing form or organizational letterhead upon completion of the project. The reimbursement request shall be consistent with the project expense information contained in the Grantee's proposal. The request for reimbursement shall be accompanied by and the expenses shall meet the requirements of the DNR's Project Billing Certification. The Project Billing Certification shall be signed by an authorized official of the Grantee. Payment requests shall be submitted via e-mail to the following:

Emma Hanigan Iowa DNR Wallace State Office Building 502 E 9th Street Des Moines, IA 50028 (515) 822-1031 Emma.hanigan@dnr.iowa.gov

- b) The Grantee shall submit all final documents and DNR's Project Billing Certification packet by December 9, 2022, describing the activities occurring to date to the DNR Project Coordinator named in section 5a, above.
- c) The Department will pay all approved billing requests pursuant to Iowa Code section 8A.514 if, in its sole discretion, such payment is appropriate pursuant to this Grant Project Cooperative Agreement. The Department may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514.
- d) The Grantee shall submit documentation of only expenditures that are less than or equal to \$5000 total value for a single item, that have been paid in full, that are identifiable and in accordance with the approved request, and that have been incurred between September 15, 2022 and December 9, 2022.

6. RESPONSIBILITIES. The Grantee shall perform all work necessary to complete the project as outlined in the project proposal. The Grantee is solely responsible for project completion as outlined in the project proposal. The Department may provide assistance at the request of the Grantee, or at the Director's recommendation. The Grantee, its employees, agents, and contractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the work under this Grant Agreement. Nothing in this Grant Project Cooperative Agreement shall obligate the Department to or preclude the Department from making additional funds available to the Grantee or its affiliates, including any maintenance costs.

The Grantee specifically agrees, in compliance with the provisions of 571 Iowa Administrative Code section 34.12, that the Grantee will maintain the trees planted on public lands as a part of this project for a period of ten years.

- <u>7. AMENDMENTS</u>. This Grant Project Cooperative Agreement may be amended only by written agreement of the parties, which is signed by the Department Director, or designee, and an authorized official of the Grantee. Requests for amendments shall be directed to the Coordinator named in 4a, above.
- 8. EFFECTIVE DATE/TERMINATION. This Grant Agreement shall become effective upon signature by both parties and shall terminate on December 9, 2022. All work specified in the project proposal shall be completed by no later than December 9, 2022. The Department may terminate this Grant Project Cooperative Agreement upon notice to the Grantee in the event the Grantee fails to comply with any provision of this Grant Project Cooperative Agreement. If an item is purchased at more than \$5000 that item will be considered ineligible and no percentage of it will be reimbursed. If the completed Project Billing Certification documentation is not received by DNR by December 9, 2022, the grant will be canceled and upon cancellation this Grant Project Cooperative Agreement will be null and void.
- 9. AVAILABILITY OF FUNDS: The Department shall have the right to terminate the Grant Project Cooperative Agreement without penalty if, in the Department's sole discretion, adequate funds are not appropriated or granted to allow the Department to operate as required and to fulfill its obligations under this Grant Project Cooperative Agreement or funds are de-appropriated; if funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; if the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this Grant Project Cooperative Agreement is withdrawn or materially altered or modified; if the Department's duties, programs or responsibilities are modified or materially altered; or if there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Department's ability to fulfill any of its obligations under this Grant Project Cooperative Agreement.
- 10. INDEMNIFICATION; LIMITATION OF LIABILITY: The Grantee agrees to indemnify and hold harmless the State of Iowa and the Department, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or Department, related to or arising from the Grantee's acts or omissions pursuant to this Grant Project Cooperative Agreement. Indemnification obligations of the Grantee shall survive termination of this Grant Project Cooperative Agreement. Nothing in this Grant Project Cooperative Agreement shall be construed to create joint or several liability of a party hereto for the acts, omissions or obligations of the other party. Every person who is a party to the Grant Project Cooperative Agreement is hereby notified and agrees that the State, the Department, and all of their employees, agents, successors, and assigns are immune from liability and suit for the Grantee's and its subcontractors' activities involving third parties arising from the Grant Project Cooperative Agreement.
- 11. 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 Grant Project Cooperative Agreement, and for any default of activities and obligations.

- 12. RIGHT TO REVIEW AND OBSERVE; ACCESS TO RECORDS. The Department shall have the right to review and observe, at any time, completed work or work in progress related to the Grant Project Cooperative Agreement. The Grantee shall permit the Department 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 Grant Project Cooperative Agreement. Upon the request of the Department, the Grantee shall deliver to the Department or its agents said documentation or materials.
- 13. PUBLIC RECORDS; RECORDS RETENTION. All records submitted to or inspected by the Department regarding this Grant Project Cooperative Agreement, including this Grant Project Cooperative 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 Grant Project Cooperative 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.
- 14. GOVERNING LAW. This Grant Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Grant Project Cooperative 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.
- 15. COMPLIANCE WITH LAWS. The Grantee agrees that, during the duration of and as a condition of the state's duty to perform under the terms of this Grant Project Cooperative Agreement, it will be in compliance with all applicable laws and regulations of the state and federal government, including but not limited to Equal Employment Opportunity provisions, Occupational Health and Safety Act, minimum wage requirements, records retention, audit requirements, and allowable costs.
- 16. ASSIGNMENT AND DELEGATION. The Grantee may not assign, transfer or convey in whole or in part this Grant Project Cooperative Agreement without the prior written consent of the Department. For the purpose of construing this clause, a transfer of a controlling interest in the Grantee shall be considered an assignment. The Grantee may not delegate any of its obligations or duties under this Grant Project Cooperative Agreement without the prior written consent of the Department.
- 17. REPAYMENT OBLIGATION. In the event that any funds are deferred or disallowed as a result of any audits or expended in violation of this Grant Project Cooperative Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to the Department for the full amount of any claim disallowed and for all related penalties incurred. If the Department 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 Grant Project Cooperative Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Department's final determination of the disallowance of costs. If it is the Department's final determination that costs previously paid by the Department are unallowable under the terms of the Grant Project Cooperative Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to the Department any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors or subrecipients.
- 18. WAIVER. Except as specifically provided for in a waiver signed by duly authorized representatives of the Department 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 Grant Project Cooperative Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

19. INTEGRATION. This Grant Project Cooperative Agreement, including the Grantee's proposal dated (date) and the Derecho Community Forestry Grant Program Description and Instructions, contains the entire understanding between the Grantee and the Department and any representations that may have been made before or after the signing of this Grant Project Cooperative 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 Grant Project Cooperative Agreement.

20. EXECUTION: By signing this Grant Project Cooperative Agreement, the Grantee agrees to the terms and conditions set forth in this Grant Project Cooperative Agreement, failure to meet the terms and conditions of this Grant Project Cooperative Agreement may be cause for repayment of all or part of the grant funds.

Date	Jeff Goerndt, State Forester
	Iowa Department of Natural Resources
Fed ID #	Grantee Signature
SAM UEI#	Print Name

29.69

MEDICARE WITHOLDING

AMOUNT DESCRIPTION VENDOR NAME DEPARTMENT FUND 1,002.44 FICA WITHOLDING POLICE DEPARTMENT GENERAL GOVERNMENT I.R.S. 196.56 MEDICARE WITHOLDING MEDICARE WITHOLDING 3.62 MEDICARE WITHOLDING 11.57 10.50 MEDICARE WITHOLDING MEDICARE WITHOLDING 10.50 MEDICARE WITHOLDING 1.69 336.58 WILLIAM WAGNER: TRAVEL TRAI MISC. VENDOR WILLIAM WAGNER 177.50 GRASSHOPPER LAWN CARE DBA ALL STAR TUR MOWING & TRIMMING 105 MULB IPERS WITHOLDING POLICE 1,553.09 **IPERS** 44.32 LISA DUFOUR FUEL SALVAGE CLASS LEGAL SERVICES 135.00 LYNCH DALLAS PC RADAR CERTIFICATION 75.00 MUNICIPAL ELECTRONICS DIVISION LLC 56.99 OFFICE SUPPLIES OFFICE EXPRESS COMPUTER SUPPLIES 195.50 OFFICE MACHINE CONSULTANTS INC 199.00 MANAGEMENT SERVICES PRINCIPAL DENTAL POLICY 189.90 PRINCIPAL 4,199.76 TOTAL: 56.45 FICA WITHOLDING GENERAL GOVERNMENT I.R.S. FIRE DEPARTMENT 13.23 MEDICARE WITHOLDING OFFICE SUPPLIES 139.09 JOHN DEERE FINANCIAL 423.49 OPERATING SUPPLIES D & R PEST CONTROL 25.00 D & R PEST CONTROL 58.40 IPERS WITHHOLDING, FIRE **IPERS** 30.00 ALARM SERVICE LECTRONICS INC 66.00 LEGAL SERVICES LYNCH DALLAS PC 13,794.90 COMPRESSOR MIDWEST BREATHING AIR LLC 199.00 MANAGEMENT SERVICES OFFICE MACHINE CONSULTANTS INC 14,805.56 TOTAL: 530.45 FICA WITHOLDING GENERAL GOVERNMENT I.R.S. AMBULANCE 49.74 MEDICARE WITHOLDING 55.41 MEDICARE WITHOLDING MEDICARE WITHOLDING 0.18 MEDICARE WITHOLDING 0.99 MEDICARE WITHOLDING 17.76 121,10 BOUND TREE MEDICAL LLC MEDICAL SUPPLIES 255.98 MEDICAL SUPPLIES 523.80 MEDICAL SUPPLIES 11.70 MEDICAL SUPPLIES MISC SUPPLIES 46.13 FAMILY FOODS 29.99 BLDG MAINT SUPPLIES JOHN DEERE FINANCIAL D & R PEST CONTROL 25.00 D & R PEST CONTROL 371.80 IOWA PRISON INDUSTRIES MEDICAL SUPPLIES IPERS WITHHOLDING EMT 855.50 TPERS 9.00 KIRKWOOD COMMUNITY COLLEGE TRAINING 199.00 MANAGEMENT SERVICES OFFICE MACHINE CONSULTANTS INC 78.00 PROGRESSIVE REHABILITATION ASSOCIATES PRE-WORK SCREEN 78.00 PRE-WORK SCREEN PRINCIPAL DENTAL POLICY 126.60 PRINCIPAL 283.92 MEDICAL SUPPLIES ZOLL MEDICAL CORPORATION TOTAL: 3,670.05 187.75 FICA WITHOLDING STREET DEPARTMENT GENERAL GOVERNMENT I.R.S.

2

DEPARTMENT	FUND	VENDOR NAME		DESCRIPTION	AMOUNT
				MEDICARE WITHOLDING	0.35
				MEDICARE WITHOLDING	0.24
				MEDICARE WITHOLDING	3.50
				MEDICARE WITHOLDING	9.75
		GTNEED C		MEDICARE WITHOLDING	0.39
		CINTAS		UNIFORMS	108.18
				UNIFORMS	272.85
		JOHN DEERE FIN	ANCIAL	OPERATING SUPPLIES	86.03
		IPERS		IPERS REGULAR EMPLOYEES	301.92
		PRINCIPAL		PRINCIPAL DENTAL POLICY	45.88
		WENDLING QUARR	IES INC	57.69 TN ROAD STONE	706.71
				TOTAL:	1,753.24
SIDEWALKS	GENERAL GOVERNMENT	T MISC. VENDOR	DAVE ANNEN	DAVE ANNEN:SIDEWALK	500.00
			RON STUTZEL	RON STUTZEL:SIDEWALK	500.00
		MANATTS INC		3.25 YD 320 E 4TH ST	451.75
				5 YD 103 MEADOW LANE	695.00
				TOTAL:	2,146.75
TREES	GENERAL GOVERNMENT	MICC VENDOR	JO ANN CROCK	TO TANK ODOGIV. FOREGODY, ODDAY	
INDES	GENERAL GOVERNMENT	HISC. VENDOR	JO ANN CROCK	JO ANN CROCK: FORESTRY GRAN _	750.00
				TOTAL:	750.00
CEME TERY	GENERAL GOVERNMENT	EASTERN IOWA LI	IGHT & POWER	UTILITIES	11.17
				UTILITIES	22.34
		GRASSHOPPER LAW	NN CARE DBA ALL STAR TUR	CONTRACT PAY 08/16-09/15	2,916.67
		OFFICE MACHINE	CONSULTANTS INC	TECH SERVICES	325.00
		ERIC STORJOHANN	1	2 BURIALS	500.00
				2 BURIALS	750.00
				TOTAL:	4,525.18
GENERAL ADMINISTRATION	GENERAL GOVERNMENT	I.R.S.		FICA WITHOLDING	144.74
				MEDICARE WITHOLDING	19.80
				MEDICARE WITHOLDING	0.25
				MEDICARE WITHOLDING	0.17
				MEDICARE WITHOLDING	13.57
				MEDICARE WITHOLDING	0.05
		CINTAS		UNIFORMS	11.66
				UNIFORMS	11.66
		IPERS		IPERS REGULAR EMPLOYEES	231.47
		OFFICE MACHINE	CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		PRINCIPAL		PRINCIPAL DENTAL POLICY	29.05
				TOTAL:	661.42
LIBRARY	GENERAL GOVERNMENT	I.R.S.		FICA WITHOLDING	172.75
		and the second s		MEDICARE WITHOLDING	23.54
				MEDICARE WITHOLDING	14.24
				MEDICARE WITHOLDING	2.62
		AUCA CHICAGO LOG	CKBOX	BLDG MAINT SUPPLIES	331.31
		JOHN DEERE FINAN		MISC SUPPLIES	16.99
			V CARE DBA ALL STAR TUR	MOWING, TRIMMING, WEED CON	500.00
		IPERS	2	IPERS REGULAR EMPLOYEES	259.82
		OFFICE MACHINE O	CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		SCHUMACHER ELEVA		MONTHLY MAINTENANCE	246.10
		SPAHN & ROSE LUM		BLDG MAINT SUPPLIES	29.12
		TIPTON CONSERVAT		HELP WANTED	123.00
		WINDSTREAM		MONTHLY SERVICES	84.59
					04.39

AMOUNT DESCRIPTION FUND VENDOR NAME DEPARTMENT TOTAL: 2,003.08 46.73 FICA WITHOLDING GENERAL GOVERNMENT I.R.S. PARK 0.97 MEDICARE WITHOLDING 8.99 MEDICARE WITHOLDING 0.97 MEDICARE WITHOLDING 20.97 OPERATING SUPPLIES JOHN DEERE FINANCIAL 136.00 WHEELS FOR FIELD DRAG HEYING COMPANY IPERS REGULAR EMPLOYEES 13.28 **IPERS** PRINCIPAL DENTAL POLICY 1.58 PRINCIPAL TOTAL: 229.49 68.76 FICA WITHOLDING RECREATION DEPARTMENT GENERAL GOVERNMENT I.R.S. 14.47 MEDICARE WITHOLDING MEDICARE WITHOLDING 1.61 IPERS REGULAR EMPLOYEES 110.70 TPERS 15.82 PRINCIPAL DENTAL POLICY PRINCIPAL TOTAL: 211.36 SAND VOLLEYBALL SHIRTS 140.00 SUMMER BALL PROGRAMS GENERAL GOVERNMENT T & M CLOTHING CO. 140.00 TOTAL: 25.00 GENERAL GOVERNMENT MONTICELLO PARKS AND RECREATION 5 MEDALS AAU SWIM CLUB 25.00 TOTAL: 345.00 PATNT GENERAL GOVERNMENT DECKER SPORTING GOODS YOUTH RECREATON BETTY HARTMAN: SOCCER REFUN 20.00 BETTY HARTMAN MISC. VENDOR 1,942.50 FLAG FOOTBALL AND VB T-SHI T & M CLOTHING CO. LINEMAN, FAC, MINUTES, VB, FB 35.60 TIPTON CONSERVATIVE 2,343.10 TOTAL: 436.08 FICA WITHOLDING FAMILY AQUATIC CENTER GENERAL GOVERNMENT I.R.S. 30.42 MEDICARE WITHOLDING 66.75 MEDICARE WITHOLDING 1.44 MEDICARE WITHOLDING MEDICARE WITHOLDING 1.61 1.76 MEDICARE WITHOLDING POOL SCHEDULE 183.00 CLARENCE LOWDEN SUN-NEWS & ADVERTISER PICKLEBALL COURTS 38,310.00 CUSTOM BUILDERS INC CONCESSIONS 31.82 FAMILY FOODS 22.13 OPERATING SUPPLIES JOHN DEERE FINANCIAL 45.00 D & R PEST CONTROL D & R PEST CONTROL 40.50 TESTING FEES STATE HYGIENIC LABORATORY 263.46 IPERS REGULAR EMPLOYEES IPERS 259.70 CABLE WITH BALL SHANK KIEFER & ASSOCIATES ALARM SERVICE 30.00 LECTRONICS INC 199.00 MANAGEMENT SERVICES OFFICE MACHINE CONSULTANTS INC 47.48 PRINCIPAL DENTAL POLICY PRINCIPAL ELECTRICAL OUTLETS SERVICE 150.00 ROTH ELECTRIC PICKLEBALL SUPPLIES 2,440.00 TENNIS SERVICES OF IOWA 287.00 LINEMAN, FAC, MINUTES, VB, FB TIPTON CONSERVATIVE 37.50 SMALL WASHER RENTAL TIPTON ELECTRIC MOTORS 42,884.65 TOTAL: 127.52 FICA WITHOLDING ECONOMIC DEVELOPMENT GENERAL GOVERNMENT I.R.S. MEDICARE WITHOLDING 26.84

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	2.98
		IPERS	IPERS REGULAR EMPLOYEES	208.83
		LECTRONICS INC	ALARM SERVICE	30.00
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	31.65
		TIPTON CONSERVATIVE	TOUCH A TRUCK	213.60
			TOTAL:	840.42
FINANCE & ADMINISTRA	TI GENERAL GOVERNMEN	NT I.R.S.	FICA WITHOLDING	74.29
			MEDICARE WITHOLDING	4.29
			MEDICARE WITHOLDING	12.51
			MEDICARE WITHOLDING	0.01
			MEDICARE WITHOLDING	0.44
			MEDICARE WITHOLDING	0.13
		ORIGIN DESIGN	CEDAR STREET TRAIL	2,297.50
			CEDAR STREET TRAIL	13,233.00
		IPERS	IPERS REGULAR EMPLOYEES	115.26
		LYNCH DALLAS PC	LEGAL SERVICES	82.50
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	3.81
			TOTAL:	16,022.74
BUTT BING AN INTERVENIOR				
BUILDING MAINTENANCE	GENERAL GOVERNMEN	T 1.R.S.	FICA WITHOLDING	9.82
		ANGR GUIGAGO LOGUDOU	MEDICARE WITHOLDING	2.30
		AUCA CHICAGO LOCKBOX	MATS	144.38
		CINTAS CORPORATION	FIRST AID SUPPLIES	52.84
		CONTROL INSTALLATIONS OF IOWA	REPAIR DOOR AT CITY HALL	1,556.57
		D & R PEST CONTROL	D & R PEST CONTROL	35.00
		LECTRONICS INC	ALARM SERVICE	30.00
		OFFICE EXPRESS	OFFICE SUPPLIES	56.99
			TOTAL:	1,887.90
TRAFFIC SERVICE MAINT	. ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	4.64
			MEDICARE WITHOLDING	0.93
			MEDICARE WITHOLDING	0.08
			MEDICARE WITHOLDING	0.05
			MEDICARE WITHOLDING	0.03
		IPERS	IPERS REGULAR EMPLOYEES	7.34
		PRINCIPAL	PRINCIPAL DENTAL POLICY	0.84
			TOTAL:	13.91
SNOW AND ICE REMOVAL	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	55.79
			MEDICARE WITHOLDING	11.83
			MEDICARE WITHOLDING	0.38
			MEDICARE WITHOLDING	0.25
			MEDICARE WITHOLDING	0.45
			MEDICARE WITHOLDING	0.13
		IPERS	IPERS REGULAR EMPLOYEES	89.53
		PRINCIPAL	PRINCIPAL DENTAL POLICY	14.00
			TOTAL:	172.36
BEHOLITUS TOTAL POST	EGOVOUT Q / TVP	WIGO WINDON	(
REVOLVING LOAN PRGRM	ECONOMIC/INDUSTRIA	MISC. VENDOR GUILLERMO PACHECO	GUILLERMO PACHECO:DRIP	7,500.00
			TOTAL:	7,500.00
WATER DISTRIBUTION	WATER OPERATING	I.R.S.	FICA WITHOLDING	282.89
	Or Divilling		MEDICARE WITHOLDING	57.39
			TIPOTOTIVE MITHORDING	31.39

UNIFORMS, SHOP TOWELS, MAT

59.94

AMOUNT DESCRIPTION FUND VENDOR NAME DEPARTMENT 2.44 MEDICARE WITHOLDING MEDICARE WITHOLDING 2.90 3.04 MEDICARE WITHOLDING 0.39 MEDICARE WITHOLDING 10.29 CINTAS UNIFORMS 10.29 UNIFORMS 9.48 OPERATING SUPPLIES JOHN DEERE FINANCIAL 40.50 TESTING FEES STATE HYGIENIC LABORATORY IPERS REGULAR EMPLOYEES 458.21 IPERS 199.00 OFFICE MACHINE CONSULTANTS INC MANAGEMENT SERVICES PRINCIPAL DENTAL POLICY 58.38 PRINCIPAL MOW WATER PLANT 90.00 TY STUTZEL 1,225.20 TOTAL: 48.23 FICA WITHOLDING WATER BILL/COLLECT WATER OPERATING I.R.S. MEDICARE WITHOLDING 9.38 0.74 MEDICARE WITHOLDING 1.12 MEDICARE WITHOLDING 0.04 MEDICARE WITHOLDING 80.51 IPERS REGULAR EMPLOYEES IPERS 15.83 PRINCIPAL DENTAL POLICY PRINCIPAL TOTAL: 155.85 CD PURCHASE 223,897.88 WASTEWATER/AKA SEW CITIZENS SAVINGS BANK NON-DEPARTMENTAL TOTAL: 223,897.88 292.92 FICA WITHOLDING WASTEWATER/AKA SEWER WASTEWATER/AKA SEW I.R.S. 56.94 MEDICARE WITHOLDING 2.52 MEDICARE WITHOLDING MEDICARE WITHOLDING 3.32 MEDICARE WITHOLDING 5.50 0.22 MEDICARE WITHOLDING 500.00 TESTING FEES STATE HYGIENIC LABORATORY 475.15 IPERS IPERS REGULAR EMPLOYEES CALTBRATTON 75.00 MIDWEST SAFETY COUNSELORS INC MANAGEMENT SERVICES 199.00 OFFICE MACHINE CONSULTANTS INC 59.28 PRINCIPAL DENTAL POLICY PRINCIPAL TOTAL: 1,669.85 UTILITIES 85.96 WASTEWATER/AKA SEW EASTERN IOWA LIGHT & POWER LAGOON 85.96 TOTAL: 112,825.81 CD PURCHASE ELECTRIC OPERATING CITIZENS SAVINGS BANK NON-DEPARTMENTAL TOTAL: 112,825.81 FICA WITHOLDING 806.06 ELECTRIC DISTRIBUTION ELECTRIC OPERATING I.R.S. 56.87 FICA WITHOLDING 159.36 MEDICARE WITHOLDING 8.46 MEDICARE WITHOLDING 9.67 MEDICARE WITHOLDING 11.02 MEDICARE WITHOLDING 13.30 MEDICARE WITHOLDING UNIFORMS, SHOP TOWELS, MAT 101.65 CINTAS UNIFORMS, SHOP TOWELS, MAT 59.94 UNIFORMS, SHOP TOWELS, MAT 85.77

ELECTRIC POWER PLANT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLDI ME	LIES 2,241.00 ES 17.99 62.98 51.47 ES 29.59 ES 25.00 PLOYEES 1,300.89 (ANALYSIS 2,801.25 1,750.00 CES 199.00 LIES 3,565.64 LIES 4,312.19 POLICY 131.96
ELECTRICAL ENGINEERING & EQUIPMENT CO UNDERGROUND SUPPI JOHN DERRE FINANCIAL OPERATING SUPPLIE SMALL TOOLS SAFETY SUPPLIES FIETCHER-REINHARDT CO. OPERATING SUPPLIE FLETCHER-REINHARDT CO. OPERATING SUPPLIE IPERS IPERS REGULAR EME LATHAM, ERVIN, VOGNSEN & ASSOCIATES IN SOLAR FEASIBILITY SOLAR REP OFFICE MACHINE CONSULTANTS INC MANAGEMENT SERVIC POWER LINE SUPPLY UNDERGROUND SUPPL PRINCIPAL PRINCIPAL PRINCIPAL PRINCIPAL DENTAL TIPTON CONSERVATIVE LINEMAN, FAC, MINUT T ELECTRIC FOWER PLANT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLDI JOHN DEERE FINANCIAL OPERATING SUPPLIE CINTAS CORPORATION FIRST AID SUPPLIE CINTAS CORPORATION FIRST AID SUPPLIE CINTAS CORPORATION FIRST AID SUPPLIE CINTAS CORPORATION PERST CONTROL JOHN DEERE FINANCIAL OPERATING SUPPLIE D & R PEST CONTROL D & R PEST CONTROL TO SERVE WITHOLDING PRINCIPAL PERS CONTROL TO SERVE WITHOLDING FICA WITHOLDING FICA WITHOLDING FICA WITHOLDING FICA WITHOLDING FICA WITHOLDING MEDICARE WITHOLDING FICA WITHOLDING FICA WITHOLDING FICA WITHOLDING FICA WITHOLDING FICA WITHOLDING	LIES 2,241.00 ES 17.99 62.98 51.47 ES 29.59 ES 25.00 PLOYEES 1,300.89 (ANALYSIS 2,801.25 1,750.00 CES 199.00 LIES 3,565.64 LIES 4,312.19 POLICY 131.96
JOHN DEERE FINANCIAL OPERATING SUPPLIES SAFETY SUPPLES SAFETY SUPPLES FLETCHER-REINHARDT CO. OPERATING SUPPLIE FLETCHER-REINHARDT CO. OPERATING SUPPLIE FLETCHER-REINHARDT CO. OPERATING SUPPLIE IPERS IPERS REGULAR EMB LATHAM, ERVIN, VOGNSEN & ASSOCIATES IN SOLAR FEASIBILITY SOLAR REP OFFICE MACHINE CONSULTANTS INC MANAGEMENT SERVIC POWER LINE SUPPLY UNDERGROUND SUPPL PRINCIPAL PRINCIPAL PRINCIPAL DENTAL TIPTON CONSERVATIVE LINEMAN, FAC, MINUT T ELECTRIC POWER PLANT ELECTRIC OPERATING I.R.S. FICA WITHOLDIN MEDICARE WITHOLDI JOHN DEERE FINANCIAL OPERATING SUPPLIE D & R PEST CONTROL D & R PEST CONTROL ELECTRIC BILL/COLLECT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING FICA WITHOLDING MEDICARE WITHOLDING M	ES 17.99 62.98 51.47 ES 29.59 ES 25.00 PLOYEES 1,300.89 (ANALYSIS 2,801.25 1,750.00 CES 199.00 LIES 3,565.64 LIES 4,312.19 POLICY 131.96
SHALL TOOLS SAFETY SUPPLIES OPERATING SUPPLIE IPERS IPERS IPERS REGULAR EME LATHAM, ERVIN, VOGNSEN & ASSOCIATES IN SOLAR FEASIBILITY SOLAR REP OFFICE MACHINE CONSULTANTS INC MANAGEMENT SERVIC POWER LINE SUPPLY UNDERGROUND SUPPL PRINCIPAL PRINCIPAL PRINCIPAL PRINCIPAL TIPTON CONSERVATIVE LINEMAN, FAC, MINUT T ELECTRIC POWER PLANT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLDI MEDICARE WITHOLDI MEDICARE WITHOLDI MEDICARE WITHOLDI JOHN DEERE FINANCIAL OPERATING SUPPLIE D & R PEST CONTROL T ELECTRIC BILL/COLLECT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLDING FICA WITHOLDING MEDICARE WITHOLDING FICA WITHOLDING MEDICARE WITHOLDING FICA WITHOLDING MEDICARE WITHOLDING	62.98 51.47 ES 29.59 ES 25.00 PLOYEES 1,300.89 (ANALYSIS 2,801.25 1,750.00 CES 199.00 LIES 3,565.64 LIES 4,312.19 POLICY 131.96
FLETCHER-REINHARDT CO. OPERATING SUPPLIES FLATHAM, ERVIN, VOGNSEN & ASSOCIATES IN LATHAM, ERVIN, VOGNSEN & ASSOCIATES IN OFFICE MACHINE CONSULTANTS INC MANAGEMENT SERVICE POWER LINE SUPPLY UNDERGROUND SUPPLY PRINCIPAL TIPTON CONSERVATIVE ELECTRIC POWER PLANT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLD MEDICARE WITHOLD JOHN DEERE FINANCIAL OPERATING SUPPLIE D & R PEST CONTROL D & R PEST CONTROL D & R PEST CONTROL ELECTRIC BILL/COLLECT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLD MEDICARE WITHOLD JOHN DEERE FINANCIAL OPERATING SUPPLIE D & R PEST CONTROL D & R PEST CONTROL D & R PEST CONTROL FIRST AID SUPPLIE FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING	51.47 ES 29.59 ES 25.00 PLOYEES 1,300.89 (ANALYSIS 2,801.25 1,750.00 ES 199.00 LIES 3,565.64 LIES 4,312.19 POLICY 131.96
FLETCHER-REINHARDT CO. HI LINE INC 1PERS 1PERS REGULAR EMI LATHAM, ERVIN, VOGNSEN & ASSOCIATES IN OFFICE MACHINE CONSULTANTS INC MANAGEMENT SERVIC POWER LINE SUPPLY UNDERGROUND SUPPL PRINCIPAL TIPTON CONSERVATIVE ELECTRIC POWER PLANT CINTAS CORPORATION JOHN DEERE FINANCIAL OPERATING SUPPLIE OFFICE MACHINE CONSULTANTS INC MANAGEMENT SERVIC UNDERGROUND SUPPL PRINCIPAL TIPTON CONSERVATIVE ELECTRIC POWER PLANT CINTAS CORPORATION CINTAS CORPORATION JOHN DEERE FINANCIAL OPERATING SUPPLIE D & R PEST CONTROL THE SUPPLIE D & R PEST CONTROL D & R PEST CONTROL FICA WITHOLDING PRINCIPAL TO ELECTRIC BILL/COLLECT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLDING FICA WITHOLDING FICA WITHOLDING MEDICARE WITHOLDING FICA WITHOLDING MEDICARE WITHOLDING FICA WITHOLDING MEDICARE WITHOLDING FICA WITHOLDING MEDICARE WITHOLDING	ES 29.59 ES 25.00 PLOYEES 1,300.89 (ANALYSIS 2,801.25 1,750.00 ES 199.00 LIES 3,565.64 LIES 4,312.19 POLICY 131.96
HI LINE INC OPERATING SUPPLIE IPERS LATHAM, ERVIN, VOGNSEN & ASSOCIATES IN SOLAR FEASIBILITY SOLAR REP OFFICE MACHINE CONSULTANTS INC MANAGEMENT SERVIC POWER LINE SUPPLY UNDERGROUND SUPPLY UNDERGROUND SUPPLY PRINCIPAL PRINCIPAL TIPTON CONSERVATIVE ELECTRIC POWER PLANT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLDI MEDICARE WITHOLDI MEDICARE WITHOLDI MEDICARE WITHOLDI MEDICARE WITHOLDI JOHN DEERE FINANCIAL OPERATING SUPPLIE D & R PEST CONTROL D & R PEST CONTROL D & R PEST CONTROL IPERS PRINCIPAL PRINCIPAL PRINCIPAL TELECTRIC BILL/COLLECT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING FICA WITHOLDING MEDICARE WITHOLDING MEDICAR	ES 25.00 PLOYEES 1,300.89 (ANALYSIS 2,801.25 1,750.00 CES 199.00 LIES 3,565.64 LIES 4,312.19 POLICY 131.96
IPERS LATHAM, ERVIN, VOGNSEN & ASSOCIATES IN SOLAR FEASIBILITY SOLAR RFP OFFICE MACHINE CONSULTANTS INC MANAGEMENT SERVIC POWER LINE SUPPLY UNDERGROUND SUPPI UNDERGROUND SUPPI PRINCIPAL TIPTON CONSERVATIVE ELECTRIC POWER PLANT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLDI MEDICARE WITHOLDI JOHN DEERE FINANCIAL D & R PEST CONTRO D & R PEST CONTRO IPERS PRINCIPAL PRINCIPAL D & R PEST CONTRO ELECTRIC BILL/COLLECT ELECTRIC OPERATING I.R.S. FICA WITHOLDI D & R PEST CONTRO D & R PEST CONTRO FIRST AID SUPPLIE D & R PEST CONTRO D & R PEST CONTRO FIRST SEGULAR EMP PRINCIPAL FICA WITHOLDING MEDICARE WITHOLDI D & R PEST CONTRO FICA WITHOLDING MEDICARE WI	PLOYEES 1,300.89 (ANALYSIS 2,801.25 1,750.00 CES 199.00 LIES 3,565.64 LIES 4,312.19 POLICY 131.96
LATHAM, ERVIN, VOGNSEN & ASSOCIATES IN OFFICE MACHINE CONSULTANTS INC POWER LINE SUPPLY UNDERGROUND SUPPLY PRINCIPAL TIPTON CONSERVATIVE ELECTRIC POWER PLANT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLD MEDICARE WITHOLD MEDICARE WITHOLD TO CINTAS CORPORATION JOHN DEERE FINANCIAL D & R PEST CONTRO IPERS IPERS PRINCIPAL TO TO TO TO TO TO TO TO TO T	2,801.25 1,750.00 EES 199.00 JIES 3,565.64 JIES 4,312.19 POLICY 131.96
OFFICE MACHINE CONSULTANTS INC POWER LINE SUPPLY UNDERGROUND SUPPL UNDERGROUND SUPPL UNDERGROUND SUPPL UNDERGROUND SUPPL PRINCIPAL FILOR MEDICARE MITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDI MEDICARE WITHOLD MEDICARE WITHOLDI MEDICARE WITH	1,750.00 DES 199.00 LIES 3,565.64 LIES 4,312.19 POLICY 131.96
OFFICE MACHINE CONSULTANTS INC POWER LINE SUPPLY UNDERGROUND SUPPLY UNDERGROUND SUPPLY PRINCIPAL PRINCIPAL TIPTON CONSERVATIVE ELECTRIC POWER PLANT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLDI MEDICARE WITHOLDI MEDICARE WITHOLDI MEDICARE WITHOLDI MEDICARE WITHOLDI MEDICARE WITHOLDI JOHN DEERE FINANCIAL D & R PEST CONTROL D & R PEST CONTROL D & R PEST CONTROL IPERS PRINCIPAL ELECTRIC BILL/COLLECT ELECTRIC OPERATING I.R.S. FICA WITHOLDING FICA WITHOLDING FICA WITHOLDING FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING	DES 199.00 LIES 3,565.64 LIES 4,312.19 POLICY 131.96
POWER LINE SUPPLY UNDERGROUND SUPPL UNDERGROUND SUPPL PRINCIPAL PRINCIPAL PRINCIPAL DELECTRIC POWER PLANT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLDI DERE FINANCIAL OPERATING SUPPLIE D & R PEST CONTROL FIRS FIFER REGULAR EMP PRINCIPAL THE ELECTRIC BILL/COLLECT ELECTRIC OPERATING I.R.S. FICA WITHOLDING FICA WITHOLDING MEDICARE WITHOLDING	JIES 3,565.64 JIES 4,312.19 POLICY 131.96
PRINCIPAL PRINCIPAL PRINCIPAL DENTAL TIPTON CONSERVATIVE LINEMAN, FAC, MINUT ELECTRIC POWER PLANT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLDI MEDICARE MITHOLDI MITHOL	A 4,312.19 POLICY 131.96
PRINCIPAL TIPTON CONSERVATIVE LINEMAN, FAC, MINUT T ELECTRIC POWER PLANT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLDI MEDICARE MITHOLDI M	POLICY 131.96
TIPTON CONSERVATIVE LINEMAN, FAC, MINUT T ELECTRIC POWER PLANT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLDI T ELECTRIC BILL/COLLECT ELECTRIC OPERATING I.R.S. FICA WITHOLDING FICA WITHOLDING MEDICARE WITHOLDI MEDIC	
ELECTRIC POWER PLANT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLDI MEDICARE WITHOLD	ES, VB, FB 205.00
MEDICARE WITHOLDI MEDICARE WIT	OTAL: 18,120.41
MEDICARE WITHOLDI MEDICARE WIT	
MEDICARE WITHOLDI MEDICARE WITHOLDI CINTAS CORPORATION CINTAS CORPORATION FIRST AID SUPPLIE JOHN DEERE FINANCIAL OPERATING SUPPLIE D & R PEST CONTROL D & R PEST CONTRO IPERS IPERS REGULAR EMP PRINCIPAL PRINCIPAL THE ELECTRIC BILL/COLLECT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING	28.51
CINTAS CORPORATION CINTAS CORPORATION CINTAS CORPORATION FIRST AID SUPPLIE JOHN DEERE FINANCIAL OPERATING SUPPLIE D & R PEST CONTROL D & R PEST CONTRO IPERS IPERS REGULAR EMP PRINCIPAL PRINCIPAL THE CONTROL ELECTRIC BILL/COLLECT ELECTRIC OPERATING I.R.S. FICA WITHOLDING FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING	NG 4.67
CINTAS CORPORATION JOHN DEERE FINANCIAL OPERATING SUPPLIE D & R PEST CONTROL D & R PEST CONTROL D & R PEST CONTROL IPERS PRINCIPAL PRINCIPAL TO ELECTRIC BILL/COLLECT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLDING	NG 0.67
JOHN DEERE FINANCIAL OPERATING SUPPLIE D & R PEST CONTROL D & R PEST CONTRO D & R PEST CONTRO IPERS IPERS REGULAR EMP PRINCIPAL TO ELECTRIC BILL/COLLECT ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLDING	NG 1.33
D & R PEST CONTROL D & R PEST CONTRO D & R PEST CONTRO IPERS IPERS REGULAR EMP PRINCIPAL PRINCIPAL TO ELECTRIC BILL/COLLECT ELECTRIC OPERATING I.R.S. FICA WITHOLDING FICA WITHOLDING MEDICARE WITHOLDING	S 29.93
D & R PEST CONTRO IPERS IPERS REGULAR EMP PRINCIPAL PRINCIPAL TO ELECTRIC BILL/COLLECT ELECTRIC OPERATING I.R.S. FICA WITHOLDING FICA WITHOLDING MEDICARE WITHOLDING	S 10.25
IPERS IPERS REGULAR EMP PRINCIPAL PRINCIPAL THE ELECTRIC BILL/COLLECT ELECTRIC OPERATING I.R.S. FICA WITHOLDING FICA WITHOLDING MEDICARE WITHOLDING	L 31.03
PRINCIPAL PRINCIPAL DENTAL TO SELECTRIC BILL/COLLECT ELECTRIC OPERATING I.R.S. FICA WITHOLDING FICA WITHOLDING MEDICARE WITHOLDING	L 29.96
ELECTRIC BILL/COLLECT ELECTRIC OPERATING I.R.S. FICA WITHOLDING FICA WITHOLDING MEDICARE WITHOLDIN	LOYEES 48.62
ELECTRIC BILL/COLLECT ELECTRIC OPERATING I.R.S. FICA WITHOLDING FICA WITHOLDING MEDICARE WITHOLDING	POLICY 5.57
FICA WITHOLDING MEDICARE WITHOLDIN	OTAL: 190.54
MEDICARE WITHOLDI	109.13
	2.99
MEDICARE WITHOLDIN	NG 20.14
	NG 1.88
MEDICARE WITHOLDIN	NG 3.46
MEDICARE WITHOLDIN	NG 0.04
MEDICARE WITHOLDIN	NG 0.70
IPERS IPERS REGULAR EMPI	LOYEES 181.84
PRINCIPAL PRINCIPAL DENTAL I	POLICY 27.15
TO	OTAL: 347.33
GAS DISTRIBUTION GAS OPERATING I.R.S. FICA WITHOLDING	420.55
MEDICARE WITHOLDIN	
CINTAS UNIFORMS, SHOP TOW	ASS 0107-7:07
UNIFORMS, SHOP TOW	
IPERS IPERS IPERS REGULAR EMPI	
OFFICE MACHINE CONSULTANTS INC MANAGEMENT SERVICE	
THE PARADIGM ALLIANCE INC 2022 FALL MAILING	100.00
PRINCIPAL PRINCIPAL DENTAL F	DESTRUCTION DESTRUCTION
	PROGRAM 1,146.75
	PROGRAM 1,146.75
AS BILL/COLLECT GAS OPERATING I.R.S. FICA WITHOLDING	PROGRAM 1,146.75 POLICY 51.34 DTAL: 2,658.15
MEDICARE WITHOLDIN	PROGRAM 1,146.75 POLICY 51.34 DTAL: 2,658.15
MEDICARE WITHOLDIN	PROGRAM 1,146.75 POLICY 51.34 PTAL: 2,658.15 62.49 G 11.71

AMOUNT DESCRIPTION DEPARTMENT FUND VENDOR NAME 1.80 MEDICARE WITHOLDING MEDICARE WITHOLDING 0.04 IPERS REGULAR EMPLOYEES 104.80 **IPERS** PRINCIPAL DENTAL POLICY 18.61 PRINCIPAL 200.52 TOTAL: 188.42 GARBAGE COLLECTION I.R.S. FICA WITHOLDING GARBAGE COLLECTION 39.45 MEDICARE WITHOLDING MEDICARE WITHOLDING 0.13 2.87 MEDICARE WITHOLDING MEDICARE WITHOLDING 1.55 0.04 MEDICARE WITHOLDING 4,634.00 TRANSFER FEES CEDAR COUNTY SOLID WASTE 12.93 UNIFORMS CINTAS 12.93 UNIFORMS OPERATING SUPPLIES 33.46 JOHN DEERE FINANCIAL 307.30 IPERS REGULAR EMPLOYEES OFFICE MACHINE CONSULTANTS INC MANAGEMENT SERVICES 199.00 PRINCIPAL DENTAL POLICY 42.36 PRINCIPAL TOTAL: 5,474.44 74.13 FICA WITHOLDING RECYCLING GARBAGE COLLECTION I.R.S. 9.86 MEDICARE WITHOLDING 6.96 MEDICARE WITHOLDING 0.52 MEDICARE WITHOLDING IPERS REGULAR EMPLOYEES 72.02 **IPERS** PRINCIPAL DENTAL POLICY 12.66 PRINCIPAL 659.51 RECYCLING SORT FEES REPUBLIC SERVICES OF IOWA LAWN/LEAF BAGS 4,079.82 ULINE 4,915.48 TOTAL: 20.80 FICA WITHOLDING STORM WATER I.R.S. STORM WATER 4.68 MEDICARE WITHOLDING 0.11 MEDICARE WITHOLDING 0.09 MEDICARE WITHOLDING IPERS REGULAR EMPLOYEES 33.69 IPERS DRAINAGE & UTILITY EASEMEN 575.00 KORDICK SURVEYING & ENGINEERING PRINCIPAL DENTAL POLICY 6.32 PRINCIPAL TOTAL: 640.69 FICA WITHOLDING 78.34 I.R.S. INT SRVC-OTHER BUSINES CENTRAL GARAGE 15.54 MEDICARE WITHOLDING 1.26 MEDICARE WITHOLDING 0.84 MEDICARE WITHOLDING MEDICARE WITHOLDING 0.40 MEDICARE WITHOLDING 0.29 139.73 SHOP SUPPLIES CCL SUPPLY LLC 287.23 70.40 GL FUEL CEDAR COUNTY ENGINEER 940 GL FUEL 3,598.88 84.30 SHOP SUPPLIES CINTAS 9.27 UNIFORMS 9.27 UNIFORMS FIRST AID SUPPLIES 48.48 CINTAS CORPORATION 60.22 JOHN DEERE FINANCIAL OPERATING SUPPLIES 973.25 BAILY KEMP: TOOLS MISC. VENDOR SNAP ON IPERS REGULAR EMPLOYEES 124.40 **IPERS**

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KILBURG EQUIPMENT LLC	REPAIR PARTS #35	439.92
		CEDAR COUNTY REPAIR INC	REPAIR PARTS	137.31
			REPAIR PARTS #105	34.90
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		O'ROURKE MOTORS INC	REPAIR PARTS #66	87.50
		PRINCIPAL	PRINCIPAL DENTAL POLICY	14.39
		THOMPSON TRUCK & TRAILER	STOCK PARTS	97.80
		THOUSEN THOSE & TREEDEN	TOTAL:	6,442.52
INT SRVC-OTHER BUSINES	ADMINISTRATIVE SER	I.R.S.	FICA WITHOLDING	103.99
			MEDICARE WITHOLDING	21.67
			MEDICARE WITHOLDING	0.41
			MEDICARE WITHOLDING	2.24
		IPERS	IPERS REGULAR EMPLOYEES	166.58
		LYNCH DALLAS PC	LEGAL SERVICES	82.50
			LEGAL SERVICES	3,976.14
			LEGAL SERVICES	297.00
			LEGAL SERVICES	1,468.50
			LEGAL SERVICES	30.00
		OFFICE EXPRESS	OFFICE SUPPLIES	139.99
			OFFICE SUPPLIES	449.00
		OFFICE MACHINE CONSULTANTS INC	COMPUTER SUPPLIES	195.50
			MANAGEMENT SERVICES	199.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	30.69
		SPEER FINANCIAL INC	GENERAL OBLIBATION BONDS	500.00
		TIPTON CONSERVATIVE	LINEMAN, FAC, MINUTES, VB, FB	376.28
		ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	
		BOBB HEBICAE CONFORMITON	TOTAL:	374.25 8,413.74
NON-DEPARTMENTAL	PAYROLL ACCOUNT	I.R.S.	FEDERAL WITHHOLDING	6,921.82
			FICA WITHOLDING	5,434.67
¥			FICA WITHOLDING	59.86
			MEDICARE WITHOLDING	1,271.05
			MEDICARE WITHOLDING	14.00
	9	AFLAC	AFLAC AFTER TAX PY W/HOLDI	96.40
			AFLAC PY PRETAX WITHOLDING	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 REGULAR EMPLOYEES	3,752.26
			IPERS WITHHOLDING EMT	570.66
			IPERS WITHOLDING POLICE	1,035.94
		PRINCIPAL	PRINCIPAL DENTAL POLICY	1,151.34
		PREASURER, STATE OF IOWA	STATE WITHOLDING	3,209.00
		resonant round distributions (*	STATE WITHOLDING	33.00

CDATED REGISTER FAGE:

DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT

----- FUND TOTALS -----001 GENERAL GOVERNMENT 99,099.70 110 ROAD USE TAX FUND 186.27 160 ECONOMIC/INDUSTRIAL DEVEL 7,500.00 600 WATER OPERATING 1,381.05 610 WASTEWATER/AKA SEWER REVE 225,653.69 630 ELECTRIC OPERATING 131,484.09 640 GAS OPERATING 2,858.67 10,389.92 670 GARBAGE COLLECTION 740 STORM WATER 640.69
 810 CENTRAL GARAGE
 6,442.52

 835 ADMINISTRATIVE SERVICES
 8,413.74
 24,567.59 860 PAYROLL ACCOUNT GRAND TOTAL: 518,617.93

TOTAL PAGES: 9

RESOLUTION 091922A

RESOLUTION DIRECTING THE CITY MANAGER TO WORK WITH THE CEDAR COUNTY COOPERATIVE TO CREATE A WRITTEN EASEMENT AGREEMENT CONSISTENT WITH THE PROPOSED EASEMENT FOR SANITARY SEWER SERVICE PURPOSES, FROM THE CITY MAIN ACROSS CITY PROPERTY AS GENERALLY DESCRIBED WITHIN THE BODY OF THIS RESOLUTION

WHEREAS, the Cedar County Cooperative (Co-op) of Tipton, Iowa (located at 906 W 7th 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 was held during the September 19, 2022 City Council meeting to hear the public's input on this proposal; and

WHEREAS, going forward, these provisions or conditions will be included in the development of the easement documents:

- 1.) The easement will be 15 feet wide.
- 2.) The easement will be located according to the sketch included as Exhibit A.
- 3.) The easement will be used for a sanitary sewer service that will be limited to restroom use and/or typical residential-like, non-industrial waste.
- **4.)** The easement documents will be drawn up at the Co-op's expense with typical and agreeable easement terms and provisions, including a description of the Co-op's maintenance and repair responsibilities.
- **5.)** The Co-op will provide a survey of the easement including a drawing and a legal description.
- 6.) The Co-op will cover the costs of the process, including the costs of surveying, recording, and reimbursement of the City's legal costs.
- 7.) The written easement agreement will be brought back to the Council for final approval without an additional public hearing, presuming that the proposed written easement agreement is consistent with the easement discussed and proposed during the public hearing and within this Resolution.

NOW, THEREFORE, Be It Resolved, the City Council of the City of Tipton does hereby approve the development of easement documents as set out herein.

PASSED AND APPROVED this 19th 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 19th day of September 2022.

Amy Lenz, City Clerk

EXHIBIT A



AGENDA INFORMATION TIPTON CITY COUNCIL COMMUNICATION

DATE: Council meeting of September 19, 2022.

AGENDA ITEM: Discussion and possible authorizing a City "letter of support" for the Tipton

Rotary Club's project to replace the City Park's North Shelter.

ACTION: Approve, deny, or table to allow more consideration of the topic.

SYNOPSIS

On Sept 15, Adam Spangler, Addie Butler, and I met with Laurie Brandenburg and Brad Goetz who were representing the Rotary.

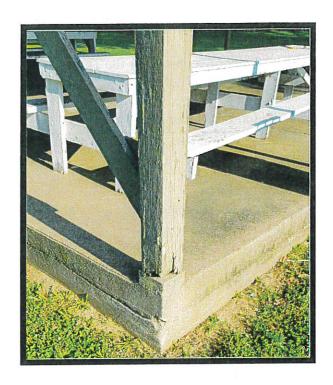
As a 2023 project, the Rotary would like to replace the Park's existing North Shelter. As you enter the City Park from Plum Street, there's a fork in Park Road. If you go left at the "fork in the road," you'll find the North Shelter.

A City "letter of support" would do at least two things. First, it will show the City's appreciation and acceptance of this very generous project. Second, the letter can be used for grant applications. The grant that is coming up first is offered by the Cedar County Foundation. It offers a grant of up to \$10,000 if matched by the applicant's \$10,000. The proposed shelter would resemble what's pictured below. This shelter is at the Fairgrounds. The proposed shelter's total estimated cost is significantly more than what the grant plus match would cover.

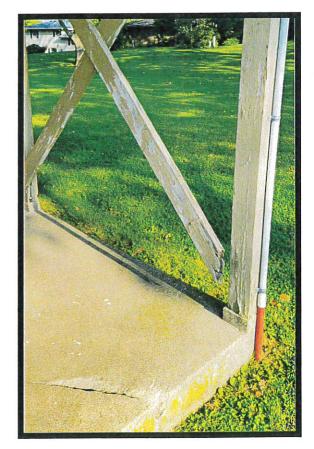


If the project goes forward, the City's only role would be the demolition of the current shelter and the removal of the existing concrete. I've spoken to Steve, and he is fine with having the Public Works Dept participate in this manner.

Adam took the next photos to show the condition of the existing shelter.







PREPARED BY: BW DATE PREPARED: Sept 16, 2022

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered as of this _____ day of _____, 2022, by and between the City of Tipton, Iowa, a Municipal Corporation, 407 Lynn Street, Tipton, Iowa 52772, hereinafter referred to as the "CITY," and Garden & Associates, Ltd., 1701 3rd Avenue East, Suite 1, Oskaloosa, Iowa 52577, hereinafter referred to as the "CONSULTANT".

WHEREAS, the City Council of the City of Tipton did heretofore deem it necessary and desirable to construct improvements related to the North Plum Street Pavement Improvements North of North Street (the "Project"); and

WHEREAS, the CITY did heretofore determine that it is necessary and proper to acquire professional engineering services to assist the CITY in the design of the Project; and

WHEREAS, the CONSULTANT is capable of supplying the desired professional services for a fee of not-to-exceed \$67,500.00; and

WHEREAS, accordingly, the CITY has agreed to engage the CONSULTANT as an independent contractor to assist in the design and construction of the Project for a total consulting fee not to exceed \$67,500.00 under the terms and conditions set forth below.

NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES.

The CONSULTANT shall perform in a timely and satisfactory manner the consistent with standard, professional practice the engineering services in connection with the Project as set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

II. TIME OF COMPLETION.

The CONSULTANT shall complete the services to be rendered hereunder, excluding the construction administration as shown on Exhibit "A" no later than **December 31, 2023**.

GENERAL TERMS AND PROVISIONS.

- A. The CONSULTANT shall not commit any of the following employment practices in connection with or while rendering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the CONSULTANT in connection with the Project. Upon request, the CONSULTANT shall provide the CITY with a copy of the relevant provisions of any agreement entered into by the CONSULTANT and a subcontractor in connection with the Project to confirm to the satisfaction of the CITY that the requirements under this Subparagraph III(A) have been met.
- 1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.
- 2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.
- B. The CITY may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days' written notice. In the event that the CITY does so terminate this Agreement, the CONSULTANT shall be paid for all work and services performed up to the time of said termination upon submission to the CITY of a final billing statement and review and approval thereof by the Tipton City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the CITY terminates this Agreement with cause, the CITY may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Services in accordance with the terms of this Agreement.
- C. This Agreement shall not be assigned or in any manner transferred by the CONSULTANT, without the express written consent of the Tipton City Council.
- D. It is hereby expressly acknowledged and agreed by both parties hereto that the engagement of the CONSULTANT by the CITY in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the CONSULTANT has first obtained the written approval of same from the CITY; and further provided that, should the CONSULTANT so engage subcontractors under the terms of this Subparagraph III(D), the CONSULTANT shall be solely responsible for compensating any such subcontractors.

III.

- E. The CITY shall make all criteria, design and construction standards, and information regarding the CITY's requirements for the Project available to the CONSULTANT upon reasonable request by the CONSULTANT therefor. The CITY shall furnish reasonable assistance to the CONSULTANT in the use of said information and documentation at the request of CONSULTANT.
- F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the Tipton City Code of Ordinances.
- G. At the request of the CITY, the CONSULTANT shall attend meetings of the City Council that relate to the Project hereunder.
- H. The CONSULTANT agrees to certify all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.
- I. Upon termination of this Agreement and request of the CITY, the CONSULTANT shall provide the CITY with copies of all basic notes and sketches, charts, computations, maps, plans, drawings and any other data prepared or obtained by the CONSULTANT pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the Project. Furthermore, should the CONSULTANT prepare or receive any of the data set forth in the immediately preceding sentence in digitized format, the CONSULTANT shall furnish said data in disk form upon termination of this Agreement. It is understood, however, that the CONSULTANT shall not be liable for the CITY's use of such documents, materials or data on other projects.
- J. Original drawings prepared by the CONSULTANT under this Agreement shall become the property of the CITY. The CONSULTANT shall be allowed to keep copies for the CONSULTANT's own filing use.
- K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the CITY.
- L. Upon payment in full in accordance with this Agreement, all instruments of services generated by CONSULTANT shall become the property of the CITY.
- M. CONSULTANT shall provide and maintain insurance throughout said Project in the following minimum amounts:
- 1. Workman's Compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any of the obligations under this Agreement.

- 2. Professional Liability or Errors or Omissions Insurance covering all aspects of the Project in the amount of not less than \$1,000,000 per occurrence of \$2,000,000 aggregate coverage.
- 3. General Liability insurance covering all operations under the Agreement, limits for bodily injury or death not less than one million dollars (\$1,000,000.00) for one person and two million dollars (\$2,000,000.00) for each accident; for property damage not less than one million dollars (\$1,000,000.00) for each accident and two million dollars (\$2,000,000.00) aggregate during such policy period. Said insurance shall name the City of Tipton as an Additional Insured under the policy.
- 4. Automobile liability insurance on all self-propelled vehicles used in connection with the Agreement, whether its own, non-owned or hired; public liability limits of not less than five hundred thousand dollars (\$500,000.00) for one person and one million dollars (\$1,000,000.00) for each accident; property damage limit of two hundred fifty thousand dollars (\$250,000.00) for each accident or a combined single limit of one million dollars (\$1,000,000.00).

CITY shall have the right at any time to require public liability insurance, errors and omissions coverage and/or property damage liability insurance greater than that specified in the above paragraphs. If required, the additional premiums shall be added to the bid price.

The CONSULTANT shall furnish Certificates of Insurance to the CITY made in favor of the CITY prior to commencing work showing compliance with the foregoing requirements. Insurance shall provide notice of cancellation or revocation.

IV. COMPENSATION FOR SERVICES.

The CITY shall compensate the CONSULTANT for services rendered under this Agreement for a total fee of \$67,500.00. Said total fee shall be paid by the CITY to the CONSULTANT upon the completion of each of the Items below:

1.	Preliminary & Final Design	\$24,900
	Bidding Phase (if required)	

2. Construction Staking & Admin, \$42,600 Shop Drawing Review

Provided, however in express acknowledgement that this Agreement is a COMPLETION DATE CONTRACT without which the CITY would not have engaged the CONSULTANT.

V. INDEMNIFICATION, ENGINEERING STANDARDS.

The CONSULTANT agrees to fully indemnify, save and hold the CITY, its officers, representatives, and employees, harmless from liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly from the negligent act, error or omission of the CONSULTANT, its officers, representatives, agents or employees in connection with the Project.

The CONSULTANT represents to the CITY that it will perform its obligations under this Agreement in conformance with the generally accepted standards of the engineering profession.

VI. HAZARDOUS MATERIALS.

The CONSULTANT hereby represents that the CONSULTANT (i) has not created nor contributed to the creation or existence, (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The CONSULTANT, in addition to the general indemnification set forth in Provision V above, does hereby further fully indemnify, defend, save and hold harmless the CITY, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the CITY, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

VII. INTERPRETATION.

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted professional standards, said accepted professional standards shall control in the event of a dispute between the parties hereto.

VIII. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the services to by rendered by the CONSULTANT hereunder or the termination of this Agreement for any reason.

IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Cedar County, Iowa or the federal courts located in Scott County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

X. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

XI. SEVERABILITY.

If any section, subsection, term or provision of this Agreement or the application thereof to the CONSULTANT, the CITY or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the CONSULTANT, the CITY or particular circumstances other than that for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XII. MODIFICATION.

The terms of this Agreement may not be changed, waived, discharged or terminated orally, but only by a written document signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

XIII. WAIVER.

No waiver by the CITY of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the CITY in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the CITY shall preclude future exercise thereof or the exercise of any other right or remedy.

XIV. AUTHORITY.

The persons signing this Agreement represents that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XV. FINAL AGREEMENT:

Both the CONSULTANT and the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the services to be rendered by the CONSULTANT to the CITY in connection with the Project, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the CONSULTANT and the CITY. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED:	
CONSULTANT: Garden & Associates, Ltd.	CITY OF TIPTON:
Jack Pope, Vice-President	Bryan Carney, Mayor
	ATTEST:
	Amy Lenz, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES NORTH PLUM STREET (FROM NORTH STREET TO 900 FEET NORTH)

- 1. Preliminary Design.
- 2. Presentation to City for Approval.
- 3. Final Design of Improvements for North Plum Street.
- 4. Preparation of Final Plans and Specifications
- 5. Preparation of Bidding document, and conduct bid letting
- 6. Construction phase services including staking, review of shop drawings, pay applications, and record drawings of improvements.

City Of Tipton

Memo

To:

City Council, Mayor Carney

From:

Steve Nash, Public Works

CC:

Brian Wagner, City Manager & Melissa Armstrong

Date:

September 13, 2022

Re:

Change Order for Storm intakes on North Ave.

. The quote for the 4 storm water intakes within the North Ave. project came in today from V&K engineering. Initially they estimated around \$6500 per intake to put them in the project. However, upon further investigation of what they were dealing with, the cost increased. They were not aware of what piping was involved or the extent of fiber optics next to 2 of them. I still feel like it's the right thing to do, to finish the project this fall. The quote for the intakes is included on a separate page. Feel free to give me a call or e-mail me with additional questions or discussion.



1489 Highway 6 West Liberty, IA 52776 Phone 319.627.2226 Fax 319.627.2227 office@aaconcreteinc.com

Project Name

No.	Description	Quantity	Unit	\$ Each	\$ Total
_ 1	SW-501 Intake - Remove & Replace	3	EA	\$ 7,000.00	\$ 21,000.00
2	SW-507 Intake - Remove & Replace	1	EA	\$ 8,500.00	\$ 8,500.00
				Total	\$ 29,500.00

Inclusions

Removal of existing intakes Cutting of existing pipes as necessary to install intakes Backfill

Exclusions

Removal & replacement of any surrounding pavement Utility adjustments or relocations

Notes

AGENDA ITEM

AGENDA INFORMATION TIPTON CITY COUNCIL COMMUNICATION

DATE:

9/12/2022

AGENDA ITEM: Industrial Feeder Material

ACTION:

Discussion/Possible Action

SYNOPSIS: This is a review for the Council and Mayor to see where the amounts are for the Industrial Feeder Project. As you know we have been soliciting bids for materials for the industrial feeder project. Some of the materials we have on hand and have been set aside. Those materials need to be replaced to restock inventory. I have included those items along with these remaining materials for the Feeder Project.

I have met with our engineers (SHERMCO) just to make sure that there is nothing missed on the material list. They will review this list and verify. If it looks good this should be the last order for materials.

Junction Cabinet: 3 @ \$5715 \$17,145.00 Kellum Grip: 12 @ \$27.65 \$331.08 Disconnect Switch: 6 @ \$198.00 \$1271.16 Terminations: \$20,655.60

BUDGET ITEM:

Yes

RESPONSIBLE DEPARTMENT: Electric

MAYOR/COUNCIL ACTION: Discussion and Possible Approval

ATTACHMENTS: Yes

PREPARED BY:

Jon Walsh

DATE PREPARED: 9/12/2022

Amy Lenz

From:

Gritton, Duane < Duane.Gritton@FR-Electric.com>

Sent:

Tuesday, August 30, 2022 12:01 PM

To:

Jon Walsh

Cc: Subject: Offill, Gerald RE: cabinets

Attachments:

P3783254MDA164C.pdf; P3583054MDA.pdf

Jon

Review carefully the drawings attached Hubbell is offering

3 of each would get you freight allowed

P3783254MDA164C

\$5715.00 ea

P3583054MDA \$2755.00 ea

Estimated at 18-20 weeks

Thank you

Duane Gritton

Fletcher-Reinhardt Company 6204 11th St SW | Cedar Rapids, IA 52404 T: 319-363-2677 | F: 319-363-8040

Certified Women's Business Enterprise



From: Jon Walsh < <u>iwalsh@tiptoniowa.org</u>> Sent: Monday, August 22, 2022 8:42 AM

To: Gritton, Duane < <u>Duane.Gritton@FR-Electric.com</u>> **Cc:** Offill, Gerald < <u>Gerald.Offill@FR-Electric.com</u>>

Subject: cabinets

EXTERNAL SENDER. Do not click on links or open attachments that are not expected and do not give out User IDs or passwords.

Amy Lenz

From:

Gritton, Duane < Duane.Gritton@FR-Electric.com>

Sent:

Monday, August 8, 2022 2:29 PM

To:

Jon Walsh

Cc: Subject: Offill, Gerald RE: lewis grips

Jon

\$27.65 ea I have 21 stock Cedar Rapids

Thank you

Duane Gritton

Fletcher-Reinhardt Company 6204 11th St SW | Cedar Rapids, IA 52404 T: 319-363-2677 | F: 319-363-8040

Certified Women's Business Enterprise



From: Jon Walsh < jwalsh@tiptoniowa.org> Sent: Monday, August 8, 2022 2:24 PM

To: Gritton, Duane < Duane. Gritton@FR-Electric.com>

Subject: lewis grips

EXTERNAL SENDER. Do not click on links or open attachments that are not expected and do not give out User IDs or passwords.

Hey Duane,

Can you send me a quote for a lewis grip U-112-SW-TB

Thanks,

Jon Walsh

Journeyman Lineman Electric Dept. Foreman City of Tipton 407 Lynn St Tipton, IA 52772

Office, 563-886-6187



FLETCHER-REINHARDT - IACR 6204 11TH ST. SW CEDAR RAPIDS, IA 52404 319-363-2677 Fax 319-363-8040

QUOTE TO: TIPTON MUNICIPAL UTILITIES 407 LYNN STREET TIPTON, IA 52772

Quotation

QUOTE DATE	QUOTE NUMBER		
09/12/2022	S1283054		
FLETCHER-REINHARDT - IACR 6204 11TH ST. SW		PAGE NO.	
CEDAR RAPIDS, IA 52404 319-363-2677 Fax 319-363-8040		1 of 1	

SHIP TO: TIPTON MUNICIPAL UTILITIES 200 WEST 4TH TIPTON, IA 52772

CUSTOMER NUMBER	CUSTOME	ER PO NUMBER	JOB NAME / RELEASE NUMBER S			SALESPERSON	
12266		RFQ				Gerald Offill	
WRITER		SHIP VIA	TERMS	EXP	IRE DATE	FREIGHT ALLOWED	
Duane Grit	ton	BEST WAY	Net 30 Days	10/	12/2022	Yes	
ORDER QTY		DESCRIPTIO	N	UNIT	PRICE	COMMENTS	
6ea	CLASS, 15. **POLYMEF 600A, 40kA RATING, ST UNDERHU	ISCONNECT, DISTRII 5kV, 110kV BIL, R** HOOKSTICK OP, MOMENTARY INTER FANDARD MOUNTING NG, BACKPLATE AND TING HARDWARE C	RUPT B BASE, CAPTIVE	19	98.000/ea	14 WKS	
FERMS: NET 30 DAYS with payment via Check or ACH. F.O.B. Point of Shipment, Freight Allowed unless otherwise s This Quotation, including prices & lead-time, is subject to cha he event of delays and adverse impacts that may be caused seyond Fletcher-Reinhardt Company's (FR) control. FR's Sta Ferms and Conditions of Sale dated January 1, 2000 apply to		nge in by forces andard	Subtot S&H C Tax	al Charges	1188.0 0.0 83.1		
urchase from FR. /e appreciate your business.			Amou	nt Due	1271.1		

Amy Lenz

From:

Gritton, Duane < Duane.Gritton@FR-Electric.com>

Sent:

Tuesday, August 30, 2022 1:59 PM

To: Cc: Jon Walsh Offill, Gerald

Subject:

FW: Tipton quote for Phase 1 Industrial Park

Jon

Per your request please see your pricing below. Let me know if you need specs on anything

Expect about a 24 week lead

Thank you

Duane Gritton

Fletcher-Reinhardt Company 6204 11th St SW | Cedar Rapids, IA 52404 T: 319-363-2677 | F: 319-363-8040

Certified Women's Business Enterprise



From: Offill, Gerald <Gerald.Offill@FR-Electric.com>

Sent: Monday, August 22, 2022 7:43 AM

To: Gritton, Duane <Duane.Gritton@FR-Electric.com> **Subject:** Tipton quote for Phase 1 Industrial Park

40 ---- BT625CC16C1T \$274.00 ea

12 ---- DCP625C \$103.70 ea

12 ---- STUD-C \$17.60 ea

20 ---- TP615CC16T \$412.00 ea

Gerald

Gerald Offill
Fletcher-Reinhardt
gerald.offill@fr-electric.com
319-560-6420
ween's Business Enterprise
Sent from my U.S. Cellular® Tablet

NOTICE from Fletcher-Reinhardt Company:

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 2nd, 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	9	Mo	nthly Charge
35-gallon	The second secon		\$21.75
64-gallon	The second secon	The state of the s	\$25.75
96-gallon	The contraction data of the contraction of the cont	Provinces Charles A. M	\$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.
ř.
Bryan Carney, Mayor
ATTEST:
Amy Lenz, City Clerk
GERTIFICATION 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.
Tiptoir Conservative time 2 daty of 2022.
Amy Lenz, City Clerk

AGENDA ITEM#

AGENDA INFORMATION TIPTON CITY COUNCIL COMMUNICATION

DATE:

September 19, 2022

AGENDA ITEM: No Parking zone for West side of Lemon St. b/t 6th & 7th St.

ACTION:

Council Approval

SYNOPSIS: The West side of Lemon St. between 6th and 7th St. is along the Elementary School grounds. In the past this has been 20-minute parent pick-up parking but over the last couple of years the traffic has increased and it has become a safety issue for the young kids that walk home. The school has opened up the parking lot at the Elementary school so parents can park there if they want to wait for their child to get out of school.

I am requesting that the West side of Lemon St. between 6th & 7th Street be designated as NO PARKING at any time. This will make a safer area for kids walking home and also for parents that pick up their children.

BUDGET ITEM:

RESPONSIBLE DEPARTMENT: Police/Streets

MAYOR/COUNCIL ACTION:

ATTACHMENTS:

PREPARED BY: Lisa DuFour, Chief of Police

DATE PREPARED: 9/12/22

ORDINANCE NO. 587

AN ORDINANCE AMENDING CHAPTER 69, PARKING REGULATIONS, SECTION 69.08, NO PARKING ZONES

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

SECTION 1. Amendment.	Section 69.08 of the City of Tipton Code of Ordinances is hereby
	t of "No Parking" locations and reading as follows:

- 22. Lemon Street, on the west side, between 6th Street and 7th Street.
- SECTION 2. *Repealer*. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.
- SECTION 3. *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 4. *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 Carn	ey, Mayor	
ATTEST:			
Amy Lenz, City Clerk			
CE	ERTIFICATION		
I, Amy Lenz, City Clerk, do hereby con No which was passed by the Tipton Cirand published in the Tipton Conservative this	ty Council this	day of	
	Amy Lenz,	 City Clerk	



Patrons of the Arts 2022-2023



The *Patrons of the Arts* holds an annual fund drive to support Fine Arts at the Tipton High School. Monies provide **extra** support and encouragement to students and coaches involved in the Fine Arts areas of **Art**, **Band**, **Choir**, **Dance**, **Drama and Speech**.

Students and coaches receive a Musical Note and/or a "T" yard sign/s to proudly display their involvement in the Fine Arts areas because of the *Patrons of the Arts* generosity.

The monies have recently helped purchase the marching band uniforms, the colorgaurd choregraphy and new rifles (props), the dance team state competition fees, the art show plaques and alleviate costs for indivdual students to attend camps.

students to attend		ompetition rees, the art sho	w plaques and	anoviace costs for marvadar
	Level	s of support for <i>Patrons</i>	of the Arts	are:
\Rightarrow	1 star = \$10		$\Rightarrow \Rightarrow \Rightarrow$	3 stars = \$50
☆ ☆ ☆	2 stars = \$25		$\Diamond \Diamond \Diamond \Diamond \Diamond$	4 stars = \$100
Patrons of th	ie <i>Arts</i> are recogr	nized at Art, Band, Choir, D	ance, Drama	and Speech events.
Fine Arts Counci	l board member (fir			023 school year, please contact a your contribution to the <u>Fine Arts</u>
Tipton Communi	ty Schools web pag		ents Tab. You	icil of Tipton, please visit the can also find us on Facebook
Tipton Fine Arts	s Council Board fo	or 2022-2023:		
President: Matt F			C	Choir: Tammy Hatland
Vice-Pres: Kristy		Band: Rick Achenbach		peech: Abby Cummins-VanScoy
Secretary: Kelly		Dance: Dawn Kruse	G	General Rep: Dionne Deadlow
Treasurer: Katie l	Rippentrop	Drama: Heather LeDoux		
****	* * * * * * * * * * *	*******	* * * * * * * *	*******
		ake check payable to Fine Arts C Fine Arts Council (FACT) P.O. B		
Name				
Please list as	you wish the name(s) to a	appear in Fine Arts Programs		
Address				
Phone]	E-mail		
*If you we	ould like to be invo	E-maillved with FACT or as avolu	inteer, please	check the box