

City of Tipton, Iowa

Meeting: Tipton City Council Meeting
Place: Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772
Date/Time: Monday, September 11, 2023, 5:30 p.m.
Web Page: www.tiptoniowa.org
Posted: Friday, September 8, 2023 (Front door of City Hall & City Website)

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

<https://meet.goto.com/642904677>

You can also dial in using your phone.

Access Code:

642-904-677

United States (Toll Free):

[1 866 899 4679](tel:18668994679)

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	Interim Gas Supt:	Virgil Penrod
Finance Director:	Melissa Armstrong	Electric Supt:	Jon Walsh
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:**

1. Discussion and possible action concerning Pumpkin Fest food truck event at the park, October 11th, 5:00 p.m. to 8:00 p.m. (*Ray Woods*)

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

F. **Consent Agenda**

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

1. Approval – Council Meeting Minutes, August 21, 2023
2. Approval – One time water and sewer bill exemption, 410 West 6th Street
3. Approval – MidAmerica Basement Systems, \$2,300, radon mitigation system installed per Housing Program at 711 Sycamore Street

4. Approval – Tipton Incentive Program (TIP) reimbursement request, Austin Milligan, 605 East 7th Street, \$7,500
5. Approval – Tipton Revitalization Incentive Program (TRIP) reimbursement request, Dean Challis, 300 East 7th Street, \$5,981.95
6. Approval – Tipton Revitalization Incentive Program (TRIP) reimbursement request, Dean Challis, 57 Spruce Street, \$5,204.65
7. Approval – Trunk or Treat, Sunday, October 29th, 1-2:30 p.m., in the park with the street in front of James Kennedy Family Aquatic Center barricaded off.
8. Approval – Claims Register which includes claims paid under the current Purchase Policy

G. City Business

1. Resolution No. 091123A: Resolution approving application for urban revitalization tax-exemption filed by Circle P Land and Equipment LLC
2. Resolution No. 091123B: Resolution to assess utility charges due to non-payment by property owner.
3. Discussion and possible action concerning the terms for commercial solid waste removal subject to city attorney approval.
4. Discussion and possible action concerning the General Aviation Infrastructure Program (GAVI) grant agreement for the airport terminal building rehab project in accordance with Tipton city council Resolution No. 052223B (May 22, 2023)
5. Discussion and possible action concerning possible changes with TRIP, DRIP, and TIP Grant Programs
6. Ordinance No. 591: An ordinance amending Chapter 122 ‘Peddlers, Solicitors and Transient Merchants’ of the Code of Ordinances of the City of Tipton, Iowa. *(First Reading) (If the council wishes, this ordinance is a candidate for suspending the rules and moving forward with additional readings.)*
7. Resolution No. 091123C: Resolution setting license fees per Ordinance No. 591, Section 122.05 License Timeframe and Fees

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

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

I. Adjournment

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

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

Request To Be Placed on the Council Agenda

Requests must be made prior to 12 p.m. Wednesday preceding Council Meetings.

Name: Ray Woods

Address: 110 E 3rd St Tipton IA 52772

Phone: 563-886-6752

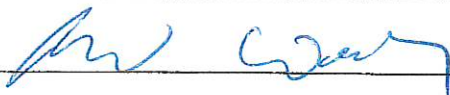
Email address: 06-mgr@theisers.com

Reason for request, please be specific.

Pumpkin Fest Food Truck Event on October 11th from 5-8pm
at the Tipton park. Trucks park @ Red + blue parks, about
6 trucks in total. Businesses get involved + run different
events such as burlap races, pumpkin bowling, wagon rides,
apple bobbing + pumpkin foods. This would give a 2 week
buffer between ours + the churches event. I think
this is a great opportunity an event to get local
businesses involved + have fun with it. The community
would get behind it having it in the park.

Date of Council Meeting: 09/11/23

Today's date and time: 8/25/23

Signature: 

August 21, 2023
Tipton Fire Station
301 Lynn Street
Tipton, Iowa

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

Agenda:

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

Consent Agenda:

Motion by Paustian, second by McNeill to approve the consent agenda which includes the July 31st Council Meeting Minutes, August 7th Council Meeting Minutes, July 2023 Investment and Treasurer's Report, July 17th Library Minutes, July 2023 Library Director's Report, street closure at 100 block of West 6th Street between the entrances and exits of Hardee's, for music at L & B's Pour House, from 4:00 p.m. to 11:00 p.m., on Saturday, October 28th, Change Order No. 5, Hwy 38 Project, Triple B Construction, \$33,292.00, Pay Application No. 5, Hwy 38 Project, Triple B Construction, \$639,257.53, extension of the services agreement between City of Tipton and Public Consulting Group LLC as of August 1, 2023, and the following claims list. Following the roll call vote the motion passed unanimously.

ADVANCED DRAINAGE SYSTEMS	OPERATING SUPPLIES	94.68
AFLAC	AFLAC AFTER TAX PY W/HOLDING	569.25
ASCENT AVIATION GROUP INC	2005 GL AVIATION FUEL	10179.61
AUCA CHICAGO LOCKBOX	MATS	519.67
AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	1038.32
AXA EQUI-VEST PROCESSING O	DEF. COMP PRETAX	225.00
BAKER & TAYLOR	BOOKS	653.19
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	278.83
BREEDLOVE SPORTING GOODS	FIELD PAINT	426.00
CARRICO AQUATIC RESOURCES	CHEMICALS	1357.00
CEDAR COUNTY CO-OP	297 GL FUEL	1305.28
CEDAR COUNTY LAW CENTER	SCSC015184	599.09
CEDAR COUNTY REPAIR INC	OPERATING SUPPLIES	63.64
CEDAR COUNTY SOLID WASTE	TRANSFER FEES	4101.00
CINTAS	UNIFORMS	627.71
CINTAS CORPORATION	FIRST AID SUPPLIES	240.71
CITY OF TIPTON	IPERS EMPLOYEE REIMBURSEMENT	165.29
CITY OF TIPTON FUNDS	ADMIN SERVICES	43205.00
CITY UTILITIES	CITY UTILITIES	18110.82
COLLECTION SERVICES CENTER	CHILD SUPPORT	96.73
CORE-MARK MIDCONTINENT INC	DRINK ORDER	863.20
D & R PEST CONTROL	PEST CONTROL	80.00
DEPT OF INSPECTIONS APPEAL	TANK REGISTRATION RENEWAL	20.00
DURANT MUNICIPAL ELECTRIC	MUTUAL AID FOR STORM	1403.15
EASTERN IOWA LIGHT & POWER	UTILITIES	1215.27
ELECTRICAL ENGINEERING & E	GENERATOR REPAIR	420.00

GRAINGER	OPERATING SUPPLIES	133.88
GRASSHOPPER LAWN CARE DBA	CONTRACT PAY 0716-0815	3583.33
H & H AUTO	TIRE REPAIR	19.00
HAWKINS INC	CHEMICALS	411.25
I.R.S.	FEDERAL WITHHOLDING	23049.92
IOWA GEMT PAYMENT PROGRAM	JULY STATE SHARE PAYMENT	4586.34
IPERS	IPERS WITHHOLDING, FIRE	13795.18
JOHN DEERE FINANCIAL	OPERATING SUPPLIES	883.33
JOHNSON COUNTY AMBULANCE S	ALS SERVICE	200.00
KIRKWOOD COMMUNITY COLLEGE	TRAINING	61.00
KNO2 LLC	ANNUAL SUBSCRIPTION	1160.00
KONNIE DAUFELDT	STEPSTOOL	7.00
KOONS GAS MEASUREMENT	OPERATING SUPPLIES	1890.64
KPE ENGINEERING	DESIGN SERVICES	5557.65
LYNCH DALLAS PC	LEGAL SERVICES	2318.00
MAINSTAY SYSTEMS INC	TECHNOLOGY SERVICES	3095.60
MISC. VENDOR	THE GROOM STATION:TRIP	153700.98
O'ROURKE MOTORS INC	REPAIR PARTS #66	3872.44
PERFORMANCE SYSTEMS LC	SCRUBBER	881.45
PRINCIPAL	PRINCIPAL DENTAL POLICY	1876.76
QC ANALYTICAL SERVICES LLC	WASTEWATER TESTING	1700.00
QUADIENT LEASING USA INC	POSTAGE MACHINE LEASE	969.84
REPUBLIC SERVICES OF IOWA	RECYCLING SORT FEES	1044.23
SHERMCO INDUSTRIES INC	INDUSTRIAL FEEDER	3420.00
SIGMA-ALDRICH INC	LAB SUPPLIES	94.75
SIMMERING-CORY IOWA CODIFI	HOUSING REHAB PROGRAM	2600.00
SPAHN & ROSE LUMBER CO	OPERATING SUPPLIES	30.39
STATE HYGIENIC LABORATORY	TESTING	706.50
STUART C IRBY CO	ANCHOR BOLTS HWY 38 POLES	177.51
T & M CLOTHING CO.	ADULT VB T SHIRTS	108.00
TIPTON CONSERVATIVE	MINUTES,PUBLIC HEARING	423.69
TIPTON GREENHOUSE & FLORIS	GROUNDS MAINT SUPPLIES	51.37
TIPTON PHARMACY	PHARMACEUTICALS	616.55
TOTAL MAINTENANCE INC	MONTHLY SERVICE	524.00
TREASURER, STATE OF IOWA	STATE WITHHOLDING	2849.00
VERIZON	CELL & DATA	1646.37
WINDSTREAM	MONTHLY SERVICES	96.44
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	614.25
** TOTAL **		326615.08
FUND TOTALS		
001 GENERAL GOVERNMENT		51333.64
110 ROAD USE TAX FUND		1390.76
121 LOCAL OPTION TAX		5557.65

125	TIF SPECIAL REVENUE FUND		138675.98	
160	ECONOMIC/INDUSTRIAL DEV		15000.00	
600	WATER OPERATING		7548.28	
610	WASTEWATER/AKA SEWER REV		11040.87	
630	ELECTRIC OPERATING		22654.29	
640	GAS OPERATING		9151.32	
660	AIRPORT OPERATING		10329.18	
670	GARBAGE COLLECTION		11484.58	
740	STORM WATER		892.83	
810	CENTRAL GARAGE		7749.15	
835	ADMINISTRATIVE SERVICES		7736.91	
860	PAYROLL ACCOUNT		26069.64	
	GRAND TOTAL		326615.08	
	CITY CREDIT CARD STATEMENT		Card Ttl	-11,314.27
	City Card			
	Small Tools	Tinker & Razor	162.88	162.88
	City Manager			
	Tech Service	Copernic	161.58	161.58
	Finance Director			
	Building Maint & Repair	Amazon	218.23	
	Telecommunications	GoTo Technologies	30.35	248.58
	Library			
	Materials	Amazon, Walmart	240.84	
	Programming	Family Foods	53.88	
	Office Supplies	Walmart	4.00	
	Postage/Shipping	USPS	11.62	310.34
	Ambulance			
	Op Equip Maint & Repair	LiveActionSafety, Hamilton Medical, Ebay	2,200.55	
	Telecommunications	JAMF	6.00	
			16.00	
			6.00	
			2.00	
	Equipment/Vehicle Rent	Amazon	47.98	
	Operating Supplies	LiveActionSafety, Target	283.83	
	Miscellaneous	Walmart, Battery Junction	338.64	
	Computer Exp	Newegg	80.24	
	CIP Reserve	Ebay	1,207.40	
	Advertising	Indeed	120.00	

Fire			4,308.64
Fuel	County Auto	13.62	
			13.62
Police			
Training -	Drake University	34.99	
Legal Fees	Iowa Courts	95.00	
Uniforms/Equipment	Intoximeters	125.00	
Miscellaneous	Walmart	211.86	
Fuel	Casey's, County Auto	297.55	
			764.40
Electric			
Uniforms/Equipment	Boot Barn	-77.04	
Building Maint & Repair	United Refrigeration	1,107.99	
Miscellaneous	Northern Tool	213.85	
			1,244.80
Public Works			
Operating Supplies	Scheels	42.22	
Repair Parts	Cove Equipment, Cimmins Inc	2,230.66	
Office Supplies	Walmart	80.74	
Computer Supplies	Autoauth	50.00	
Operating Supplies	Bosch Auto Service	695.00	
Fuel	County Auto	114.45	
			3,213.07
REC / Aquatic Center			
Fuel	County Auto	234.82	
Dues/Fees	Iowa Parks & Rec	180.00	
Dues/Fees	Iowa Parks & Rec, Amazon	196.04	
Advertising	Canva	12.99	
Concession Supplies	Amazon	29.91	
Operating Supplies	Amazon, Menards	156.94	
Fuel	County Auto	75.66	
			886.36
	Statement Total		11,314.27

Public Hearing:

1. Public hearing regarding the James Kennedy Family Aquatic Center Pool Dehumidification Project 2023 Motion by McNeill, second by Hembry to open the public hearing at 5:41 p.m. Following the roll call vote the motion passed unanimously.
 With no written or oral objections, a motion was made by McNeill, second by Helm to close the public hearing at 5:47 p.m. Following the roll call vote the motion passed unanimously.

City Business:

1. Resolution No. 082123A: Resolution approving the plans, specifications, cost estimates, and form of contract for the James Kennedy Family Aquatic Center Pool Dehumidification Project 2023
Motion by Hembry, second by Paustian to approve Resolution No. 082123A, the resolution approving the plans, specifications, cost estimates, and form of contract for the James Kennedy Family Aquatic Center Pool Dehumidification Project 2023. Following the roll call vote the motion passed unanimously.

2. School's request to refill the pool through October 31st for swim team practices.
Motion by Paustian, second by Helm to approve refilling the pool through October 31st for swim team practices and the public. The motion passed with the following vote:
Aye: McNeill, Paustian, Helm
Abstain: Hembry

3. Make contribution to the school's change order to relocate the football field's visitors' bleachers.
Motion by Paustian, second by Helm to approve making a contribution in the amount of \$5,000, to the school's change order to relocate the football field's visitors' bleachers. Following the roll call vote the motion passed unanimously.

4. 1.) Contractor's quote to replace a broken power pole for not-to-exceed \$10,000.
Motion by Hembry, second by McNeill to approve Michels Power's quote to replace a broken power pole for not-to-exceed \$10,000. Following the roll call vote the motion passed unanimously.
2.) Authorize city staff to use up to \$50,000 in contractor-related work.
Motion by McNeill, second by Helm to approve authorizing city staff to use up to \$50,000 in contractor-related work. Following the roll call vote the motion passed unanimously.

Adjourn:

With no further business to come before the council a motion to adjourn was made by McNeill, second by Paustian. Following the roll call vote the motion passed unanimously.
Meeting adjourned at 6:21 p.m.

Mayor _____

Attest: _____
City Clerk

REVENUE RECEIVED

Jul-23

Property Taxes	17,121.29
Local Option Sales Tax	29,879.79
Licenses & Permits	1,175.00
Use of Money and Property	41,624.20
Intergovernmental	47,422.58
Charge for Services	686,598.48
Special Assessment	0.00
Miscellaneous	123,647.62
Sale of Fixed Assets	0.00
TOTAL	\$947,468.96

Cummins Manufacturing INC
410 West 6th St
03-1540-16

Requesting a water exemption

All utilities including water were disconnected on 3/8/2012 when it was in a tenant's name. Electric only was connected on 4/6/2012 requested by Cummins mfg. Gas was reconnected on 11/14/2012. There never was a request to turn water back on. The building was sold and read into new tenant's name on 7/12/23. Upon taking readings it was noted that there was a major increase in water usage since disconnection.

Cummins mfg would be due the maximum exemption.

Water-\$250

Sewer-\$250



CUMMINS MANUFACTURING INC.

301 Commerce Blvd., Tipton, IA 52772 | (563) 886-2255 | jasoncummins@cumminsmfg.com

AUGUST 29, 2023

City of Tipton Iowa City Council
Tipton, Iowa 52772

Dear City of Tipton Iowa City Council Members:

We at Cummins Manufacturing Inc. owned the buildings at 410 W. 6th Street through 7/12/2023. I am requesting a water exemption for the dates from 07/15/2018 through 07/12/2023. We had rented our building to Brand New Engines for storage, they didn't need water, so we had requested that the water be shut off. On 7/12/2018 the last water reading was taken, and the water was at that time supposed to be off. We had the valves off inside the building and the city was to shut off the outside valve. From that date on it was our understanding, as well as Jeff Daum's from Brand New Engines, that the water was off. Neither of us had requested that the water be turned back on. We had never received any billing from the City regarding water and sewer until 7/12/2023, so we were unaware that the water had been turned on or used. When we received this final bill we asked the City to investigate this issue and they didn't find any order to restore water usage. Brian Brennan should be able to answer any questions as to what he found in his investigation. I can be reached at the above phone number or email address. Thank you for your understanding.

Here is the Account Number and charges in which we would like exemption:

Account Number 03-1540-16

Service Address: 410 West 6th Street

Reading Dates: 7/12/2023 from 7/15/2018

Commercial Water: \$378.67

Commercial Sewer: \$398.19

C-Water Basic Charge: \$12.10

C-Sewer Basic Charge: \$12.73

Total in question: \$801.69

Thank you

A handwritten signature in black ink that reads "Jason Cummins, V.P." The signature is written in a cursive style.

Jason Cummins, V.P. Cummins Manufacturing Inc.

8/30/2023



407 Lynn St. Tipton, Iowa 563.886.6187 www.tiptoniowa.org

Account Number	Amount Due
03-1540-16	\$1,022.43
Due Date	After Due Date Pay
09/06/2023	\$1,022.43
Service Address	
410 WEST 6TH ST	

There will be a \$30.00 charge on all returned checks.
Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

CUMMINS MANUFACTURING INC
PO BOX 465
TIPTON IA 52772

CITY OF TIPTON
407 Lynn St
Tipton, IA 52772-1699



Please return this portion with your payment. When paying in person please bring both portions of this bill.

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name		Service Address			Account Number	
CUMMINS MANUFACTURING INC		410 WEST 6TH ST			03-1540-16	
Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
FINAL	06/15/2023	07/12/2023	27	08/09/2023	09/07/2023	09/06/2023

PREVIOUS BALANCE 193.16
PAYMENTS 193.16

CURRENT		PREVIOUS	
DATE	READING	DATE	READING
07/12/2023	60683	06/15/2023	60666
07/12/2023	1991	07/15/2018	1010
	417		417
	4958		4958

USAGE	CURRENT BALANCE
680	\$0.00
680	COMMERCIAL ELECTRI 47.95
	ENERGY ADJ 0.0410 27.91
9810	COMMERCIAL WATER 378.67
0	128.67
0	148.19
9810	COMMERCIAL SEWER 398.19
	C-EL BASE CHARGE 17.46
	C-WTR BASIC CHARGE 12.10
	C-SWR BASIC CHARGE 12.73
	C-GAS BASIC CHARGES 27.93
	STORM WATER FEE - 5.00
	SWR WWTP FLAT FEE 12.00
	C - GARBAGE 35 GAL 20.25
	SALES TAX 39.52
	WATER EXCISE TAX 22.72

MAX exemption
Sewer - \$250
water - \$250
\$500

ELEC USAGE - PREV YEAR : 680

CURRENT BILL ~~\$1,022.43~~

AMOUNT DUE ~~522.43~~

AMOUNT DUE AFTER 09/06/2023 \$1,022.43

THIS IS YOUR FINAL BILL FOR SERVICE

The City of Tipton supports fair housing practices.
Call 563-886-6187 or email marmstrong@tiptoniowa.org

**** CONTINUED ON NEXT PAGE ****



Account Number
 Zone

Address
 Name

General Metered Non-Metered Financial Information Comments History Consumption History Service Orders Devices Notifications

Services

Period Thru

Grid Graph



Year

Month	Date	Read		Total Consumption	Demand		Reading		Occupant
		Previous	Current		Read	Consumption	Flag	Source	
- Year: 2023 Total 1									
Aug	07/12/2023	1010	1991	9810			Regular	Service Order	16

Avg 9810

Edit This Record

View cdoermann

Amy Lenz

From: Melanie Mitchell <melanie@sc-ic.com>
Sent: Thursday, August 24, 2023 9:06 AM
To: Brian Wagner, City of Tipton; Amy Lenz; Melissa Armstrong
Cc: Noel McDonald
Subject: FW: City of Tipton Invoice
Attachments: Phelps Invoice.pdf

Good Morning - Attached is the invoice for radon mitigation system at Randy Phelps house. Please put this on your next agenda for payment. I will have it on the next Draw to State for reimbursement.

Thank you.

From: Noel McDonald <NMcDonald@mabasement.com>
Sent: Thursday, August 24, 2023 8:40 AM
To: Melanie Mitchell <melanie@sc-ic.com>
Subject: FW: City of Tipton Invoice

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Kim Benthin <KBenthin@mabasement.com>
Date: 8/24/23 8:38 AM (GMT-06:00)
To: Noel McDonald <NMcDonald@mabasement.com>
Subject: City of Tipton Invoice

Kim Benthin

Accounting Manager

800-541-8006

F-563-326-3214

kbenthin@mabasement.com

MidAmerica Basement[®]
Systems
Basement & Foundation Specialists

We believe experiences can be remarkable! #redefine



Basement & Foundation Specialists

4525 Buckeye St.
 Davenport, IA 52802
 800-541-8006 - Phone
 563-326-3214 - Fax
 www.midamericabasementsystems.com

Invoice

Date	Invoice #
8/23/2023	194683

Bill To
Randy Phelps 711 Sycamore St Tipton, IA 52772

Ship To
Randy Phelps 711 Sycamore St Tipton, IA 52772

S.O. No.	P.O. No.	Terms	Project
194112		COD	

Item	Description	Amount
MRC001R	Install a Radon Mitigation System Per Attached Contract Balance Due Upon Completion Job#194112-Noel McDonald	2,300.00
<p>Thank You For Your Business</p>		

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

The law requires that the contractor shall submit a sworn statement of persons furnishing labor, services, material, fixtures, apparatus, or machinery, forms, or form work before any payments are required to be made to the contractor.

Payment is due upon completion of this part of the project. You will pay a Service Charge of \$5.00 per day, plus 1-1/2% per month (18% per annum) if account is is not paid upon completion, plus attorney's fees and costs to collect and enforce this Contract.

Total	\$2,300.00
Payments/Credits	\$0.00
Balance Due	\$2,300.00

AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	9/11//2023
AGENDA ITEM:	TIP Program Reimbursement Request
ACTION:	Motion to approve, deny or table

SYNOPSIS:

Tipton Incentive Program (TIP) Reimbursement Request

Applicant: Austin Milligan
Purchased Tipton Bowling Alley located at 605 E 7th Street

Commission corresponded via email (but couldn't legally vote). However, there weren't any objections via email to proceed with granting approval for reimbursement with this project. The Commission is asking the City Council to make final decision regarding this application for TIP reimbursement in the amount of \$7,500.

Re- Austin Milligan purchased the bowling alley located at 605 E 7th Street on 8/4/2023.

Project Summary:

- Total Cost: \$225,000. – TIP Acquisition Assistance Grant.
- Reimbursement amount: \$7,500.
- The project has met its requirements.

BUDGET ITEM: 125-5-590-2-5800

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Approve, deny, or table.

ATTACHMENTS: None

PREPARED BY: Linda Beck

DATE PREPARED: 8/25/2023

AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	9/11/2023
AGENDA ITEM:	TRIP Program Reimbursement Request
ACTION:	Motion to approve, deny or table

SYNOPSIS:

Tipton Revitalization Incentive Program (TRIP) Reimbursement request

Applicant: Dean Challis
Center Building: 300 East 7th Street

Commission corresponded via email (but couldn't legally vote). However, there weren't any objections via email to proceed with granting approval for reimbursement with this project. The Commission is asking the City Council to make final decision regarding this application for TRIP reimbursement in the amount of \$5,981.95..

Total amount of project: \$12,908.90 (was estimated at \$11,963.90) for a Commercial Grant.

Project Summary: (center building on this property)

- Block in door opening on north side of building.
- Pressure wash building then repaint.
- Repair flat roof.
- Install one new overhead door.
- Install seamless gutters.

BUDGET ITEM: 160-5-599-2-64995

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

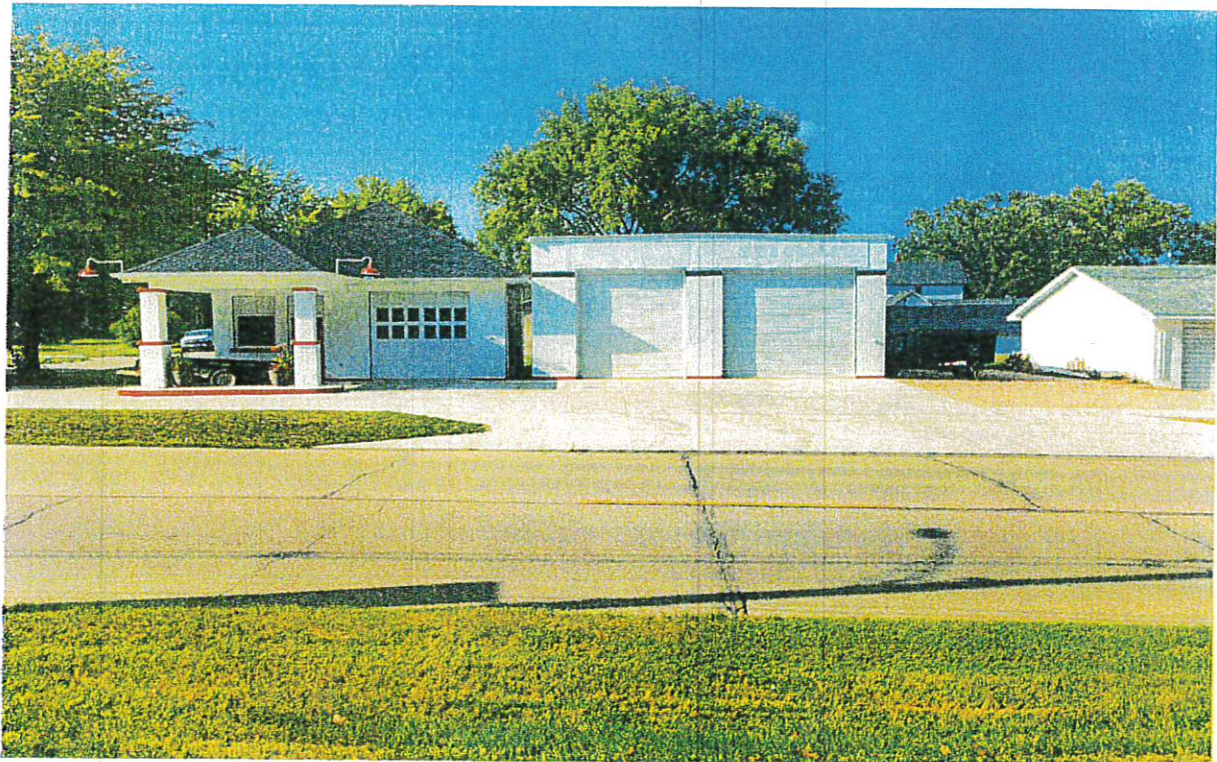
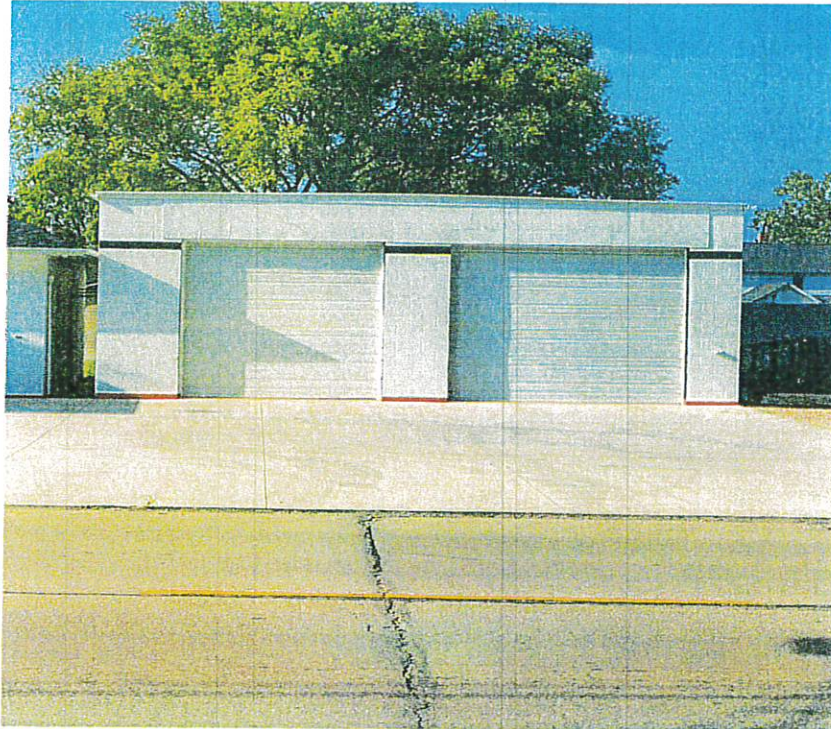
MAYOR/COUNCIL ACTION: Approve, deny, or table.

ATTACHMENTS: Before and after pictures

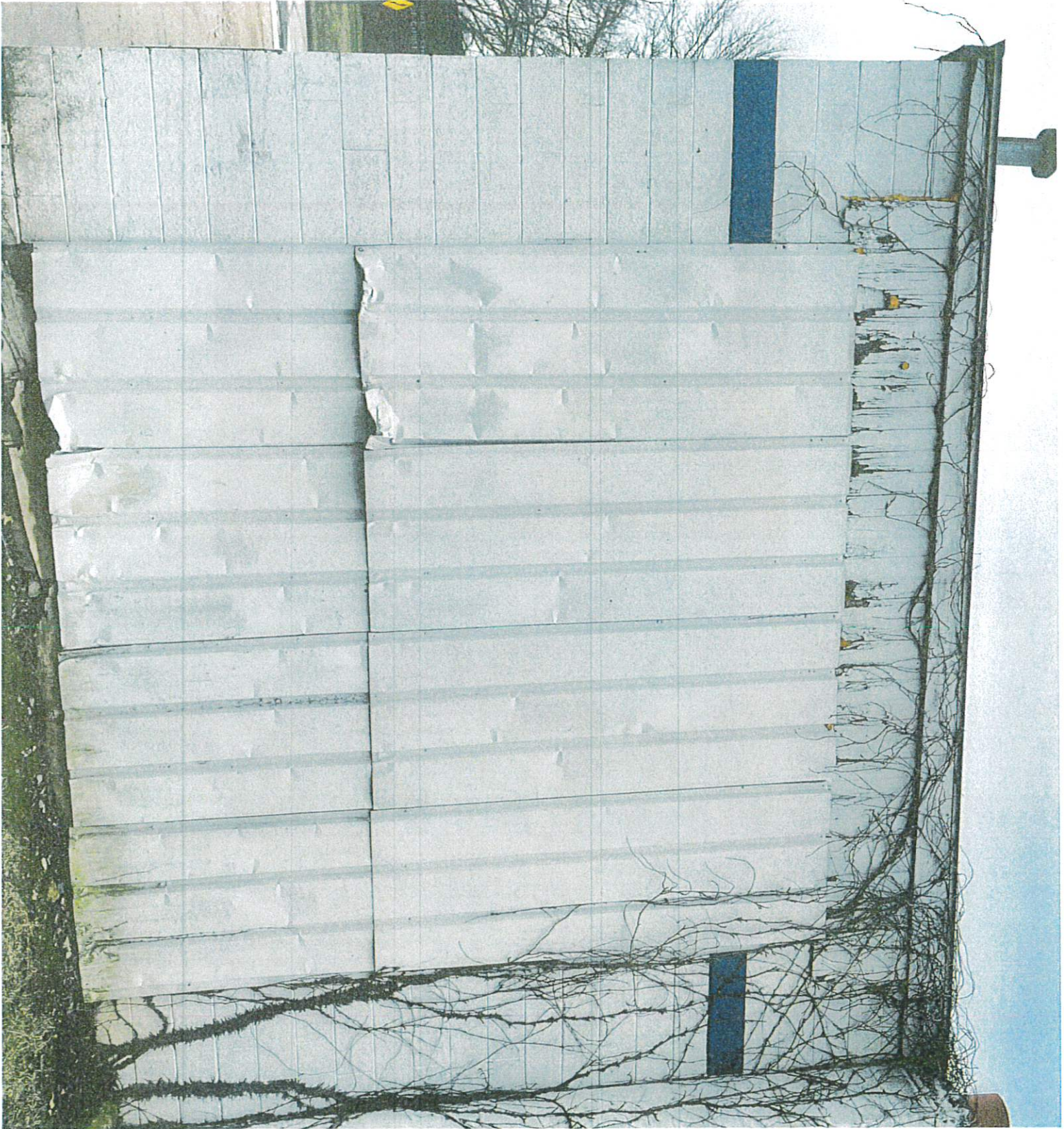
PREPARED BY: Linda Beck

DATE PREPARED: 8/25/2023

Dean Challis
300 East 7th Street
After Photos



Dean Challis
300 E 7th St Before Photos



Dean Challis
300 E 7th St., Before Photo



AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	9/11/2023
AGENDA ITEM:	TRIP Program Reimbursement Request
ACTION:	Motion to approve, deny or table

SYNOPSIS:

Tipton Revitalization Incentive Program (TRIP) reimbursement request

Applicant: Dean Challis DBA: Challis Restoration Services
Buildings: 57 Spruce Street

Commission corresponded via email (but couldn't legally vote). However, there weren't any objections via email to proceed with granting approval with this project. The Commission is asking the City Council to make final decision regarding this application.

Total amount of project: \$10,409.30 for a Commercial Grant.
Amount suggested by the commission to approve once the project is complete, and all the paperwork is processed is \$5,204.65.

Project Summary:

- Fix Roof leaks
- Repaint roof
- Paint sidewall

BUDGET ITEM: 160-5-599-2-64995

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

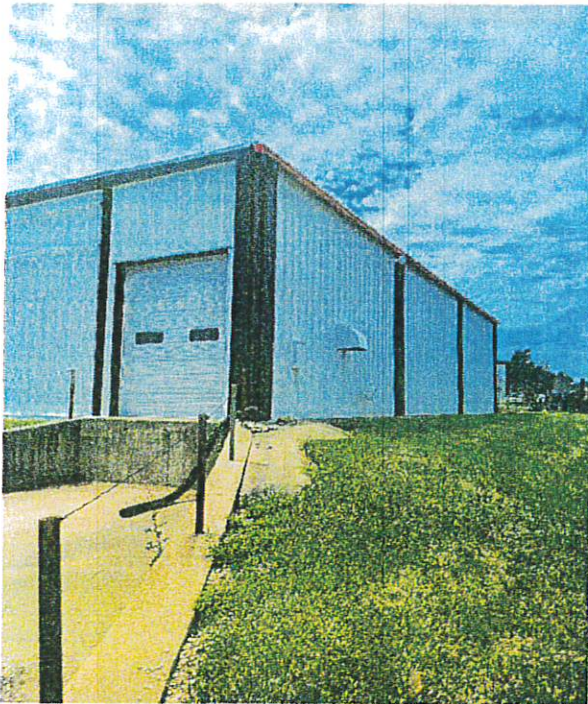
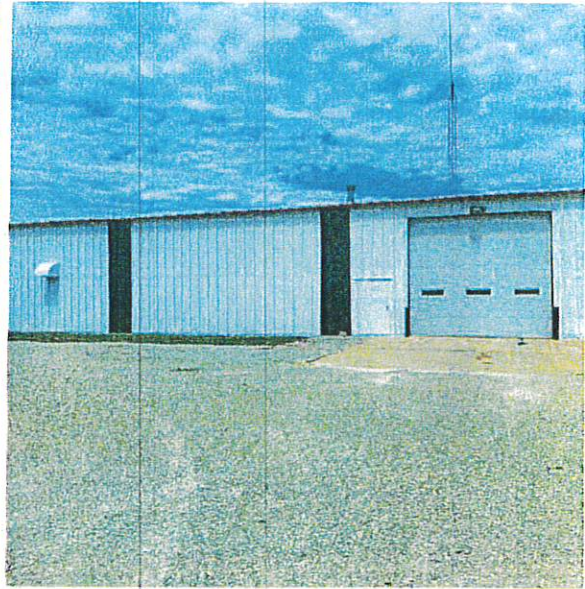
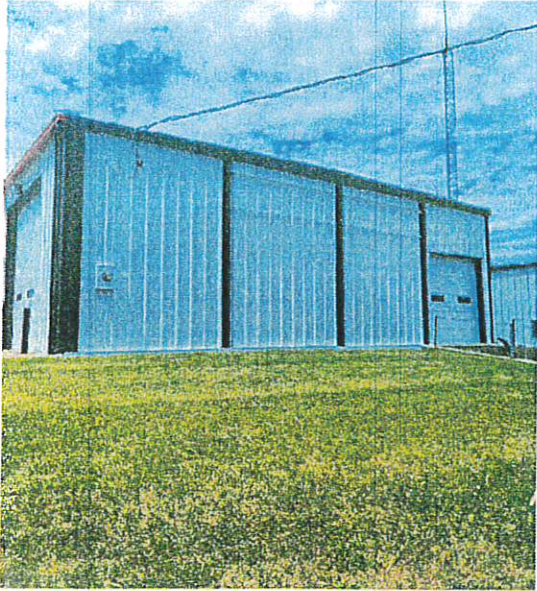
MAYOR/COUNCIL ACTION: Approve, deny or table

ATTACHMENTS: Before and after pictures

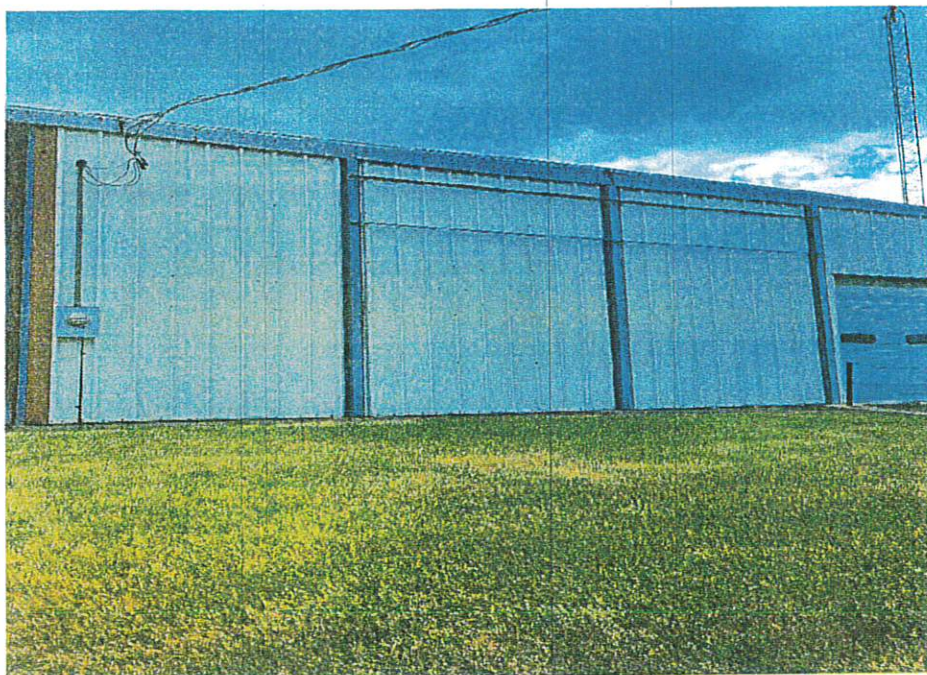
PREPARED BY: Linda Beck

DATE PREPARED: 8/25/2023

Dean Challis
TRIP After Pictures
57 Spruce Street



Dean Challis
TRIP Before Pictures
57 Spruce Street



AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	9/11/2023
AGENDA ITEM:	Trunk or Treat Event
ACTION:	Motion to approve, deny or table

SYNOPSIS: Tipton's Annual Trunk or Treat. Scheduled for Sunday, October 29th 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 'Trunk 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

PREPARED BY: Linda Beck

DATE PREPARED: 9/6/2023

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
POLICE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	1,143.01	
			FICA WITHOLDING	1,131.05	
			MEDICARE WITHOLDING	207.91	
			MEDICARE WITHOLDING	3.40	
			MEDICARE WITHOLDING	27.80	
			MEDICARE WITHOLDING	28.22	
			MEDICARE WITHOLDING	214.26	
			MEDICARE WITHOLDING	9.29	
			MEDICARE WITHOLDING	20.33	
			MEDICARE WITHOLDING	18.97	
			MEDICARE WITHOLDING	1.67	
			AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	37.57
			HERITAGE PRINTING COMPANY	BUSINESS CARDS	40.50
			IPERS	IPERS REGULAR EMPLOYEES	0.99
				IPERS REGULAR EMPLOYEES	1.80
				IPERS WITHOLDING POLICE	1,772.62
				IPERS WITHOLDING POLICE	1,748.15
			LEXIPOL	MANUAL, BULLETINS	2,439.58
				MANUAL, BULLETINS	2,439.58
			MAINSTAY SYSTEMS OF IOWA LLC	TECHNOLOGY SERVICES	3,095.60
			OFFICE EXPRESS	OFFICE SUPPLIES	48.88
			OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	213.21
			PRINCIPAL	GTL_VTL INSURANCE	30.96
				PRINCIPAL DENTAL POLICY	200.16
			UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	231.51
			CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	3,405.68
			BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	4,826.89
		TOTAL:	23,339.59		
FIRE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	56.45	
			FICA WITHOLDING	56.45	
			MEDICARE WITHOLDING	13.23	
			MEDICARE WITHOLDING	13.23	
			AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	37.57
			GRASSHOPPER LAWN CARE DBA ALL STAR TUR	WEED CONTROL	105.00
			IPERS	IPERS WITHOLDING, FIRE	58.40
				IPERS WITHOLDING, FIRE	58.40
				IPERS REGULAR EMPLOYEES	9.44
				IPERS REGULAR EMPLOYEES	9.44
			OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	213.21
			CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	10,553.68
				TOTAL:	11,184.50
		AMBULANCE	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING
	FICA WITHOLDING			813.44	
	MEDICARE WITHOLDING			69.19	
	MEDICARE WITHOLDING			26.96	
	MEDICARE WITHOLDING			2.56	
	MEDICARE WITHOLDING			10.05	
	MEDICARE WITHOLDING			60.70	
	MEDICARE WITHOLDING			84.89	
	MEDICARE WITHOLDING			3.51	
	MEDICARE WITHOLDING			13.19	
	MEDICARE WITHOLDING			4.66	
				MEDICARE WITHOLDING	23.32
	AUREON COMMUNICATIONS			PHONE, INTERNET, CIRCUIT	37.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AT&T MOBILITY	WIRELESS	277.08
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	31.00
		COMMUNITY INSURANCE SERVICES	AMBULANCE LIFELINE ADDED	145.00
		IPERS	IPERS WITHHOLDING EMT	722.90
			IPERS WITHHOLDING EMT	1,250.57
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	213.21
		LINDE GAS & EQUIPMENT INC	OXYGEN	59.26
		PRINCIPAL	GTL_VTL INSURANCE	15.48
			PRINCIPAL DENTAL POLICY	66.72
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	54.58
		WING PC	MEDICAL DIRECTOR	500.00
		CITY OF TIPTON FUNDS	TRANSFERS	1,425.00
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	2,464.88
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,463.46
			TOTAL:	10,304.24

STREET DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	200.62
			FICA WITHHOLDING	188.26
			MEDICARE WITHHOLDING	31.64
			MEDICARE WITHHOLDING	0.48
			MEDICARE WITHHOLDING	2.47
			MEDICARE WITHHOLDING	1.55
			MEDICARE WITHHOLDING	9.06
			MEDICARE WITHHOLDING	1.71
			MEDICARE WITHHOLDING	29.63
			MEDICARE WITHHOLDING	0.67
			MEDICARE WITHHOLDING	3.86
			MEDICARE WITHHOLDING	6.86
			MEDICARE WITHHOLDING	3.02
		BITUMINOUS MATERIALS & SUPPLY	OIL FOR STREET PATCH MACHI	1,587.43
		CINTAS	UNIFORMS	52.24
			UNIFORMS	52.24
		IPERS	IPERS REGULAR EMPLOYEES	318.69
			IPERS REGULAR EMPLOYEES	301.11
		L L PELLING CO INC	SEALCOAT ON WEST 2ND ST	19,516.50
		PRINCIPAL	GTL_VTL INSURANCE	6.88
			PRINCIPAL DENTAL POLICY	47.22
		SHERWIN-WILLIAMS CO	TRAFFIC PAINT	2,002.76
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	39.45
		WENDLING QUARRIES INC	75.51 TN STONE AND CHIPS	785.52
		CITY OF TIPTON FUNDS	TRANSFERS	10,535.50
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	3,713.46
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,327.75
			TOTAL:	40,766.58

SIDEWALKS	GENERAL GOVERNMENT MISC. VENDOR	SHERRY WILLEY	SHERRY WILLEY:SIDEWALK	500.00
		MANATTS INC	4.25CY FOR SIDEWALK	730.78
			TOTAL:	1,230.78

GENERAL ADMINISTRATION	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	155.51
			FICA WITHHOLDING	155.19
			MEDICARE WITHHOLDING	35.47
			MEDICARE WITHHOLDING	0.06
			MEDICARE WITHHOLDING	0.38
			MEDICARE WITHHOLDING	0.23
			MEDICARE WITHHOLDING	0.23

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	16.65
			MEDICARE WITHOLDING	1.63
			MEDICARE WITHOLDING	17.44
			MEDICARE WITHOLDING	0.56
		CINTAS	UNIFORMS	11.66
			UNIFORMS	11.66
		IPERS	IPERS REGULAR EMPLOYEES	243.16
			IPERS REGULAR EMPLOYEES	242.37
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	213.21
		PRINCIPAL	GTL_VTL INSURANCE	2.87
			PRINCIPAL DENTAL POLICY	30.70
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	30.39
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,516.77
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	869.73
			TOTAL:	3,555.87
LIBRARY	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	215.53
			FICA WITHOLDING	216.03
			MEDICARE WITHOLDING	27.21
			MEDICARE WITHOLDING	22.50
			MEDICARE WITHOLDING	0.70
			MEDICARE WITHOLDING	24.49
			MEDICARE WITHOLDING	20.54
			MEDICARE WITHOLDING	0.93
			MEDICARE WITHOLDING	4.57
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	146.30
		BAKER & TAYLOR	BOOKS	264.98
			BOOKS	245.19
			BOOKS	226.23
			BOOKS	354.41
		BANLEACO	COPIERS CONTRACT	105.60
		COPY SYSTEMS	BASE AND COPIES	75.99
		IPERS	IPERS REGULAR EMPLOYEES	328.17
			IPERS REGULAR EMPLOYEES	328.92
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	0.00
		PLAYAWAY PRODUCTS LLC	BOOKS	342.94
			BOOKS	254.96
		PRINCIPAL	GTL_VTL INSURANCE	10.32
		SCHUMACHER ELEVATOR COMPANY	MONTHLY MAINTENANCE	249.64
		TOTAL MAINTENANCE INC	MONTHLY SERVICE	524.00
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	30.10
		WINDSTREAM	MONTHLY SERVICES	174.29
			TOTAL:	4,194.54
PARK	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	54.73
			FICA WITHOLDING	50.62
			MEDICARE WITHOLDING	2.10
			MEDICARE WITHOLDING	10.70
			MEDICARE WITHOLDING	0.74
			MEDICARE WITHOLDING	9.74
			MEDICARE WITHOLDING	0.11
			MEDICARE WITHOLDING	1.26
		IPERS	IPERS REGULAR EMPLOYEES	13.95
			IPERS REGULAR EMPLOYEES	13.95
		PRINCIPAL	GTL_VTL INSURANCE	0.13
			PRINCIPAL DENTAL POLICY	1.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TIPTON COMMUNITY SCHOOLS	CONTRIBUTION BLEACHER PROJ	5,000.00
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	1.77
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	471.38
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	44.86
			TOTAL:	5,677.70
RECREATION DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	73.34
			FICA WITHOLDING	72.32
			MEDICARE WITHOLDING	15.44
			MEDICARE WITHOLDING	1.72
			MEDICARE WITHOLDING	16.92
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	54.53
		IPERS	IPERS REGULAR EMPLOYEES	116.23
			IPERS REGULAR EMPLOYEES	116.23
		PRINCIPAL	GTL_VTL INSURANCE	2.58
			PRINCIPAL DENTAL POLICY	16.68
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	14.26
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	48.02
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	545.51
			TOTAL:	1,093.78
RED CROSS SWIM	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	10.77
			MEDICARE WITHOLDING	2.53
			TOTAL:	13.30
YOUTH RECREATON	GENERAL GOVERNMENT MISC. VENDOR	BETTY HARTMAN	BETTY HARTMAN:FLAG FB REFU	30.00
		LRS PORTABLES OF IOWA	PORT A POTTIE SERVICES	375.00
		T & M CLOTHING CO.	27 FOOTBALLS	854.00
			TOTAL:	1,259.00
FAMILY AQUATIC CENTER	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	773.13
			FICA WITHOLDING	458.37
			MEDICARE WITHOLDING	25.51
			MEDICARE WITHOLDING	143.56
			MEDICARE WITHOLDING	11.77
			MEDICARE WITHOLDING	29.62
			MEDICARE WITHOLDING	70.03
			MEDICARE WITHOLDING	5.50
			MEDICARE WITHOLDING	2.02
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	54.52
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	151.84
		CEDAR COUNTY ENVIRONMENTAL HEALTH & ZO	POOL INSPECTION	979.00
		FAMILY FOODS	CONCESSIONS	61.53
		HAWKINS INC	CHEMICALS	914.50
		IOWA PRISON INDUSTRIES	OPERATING SUPPLIES	245.47
		IPERS	IPERS REGULAR EMPLOYEES	282.99
			IPERS REGULAR EMPLOYEES	283.22
		MBR INC	FREEZER REPAIR	152.61
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	213.21
		PRINCIPAL	GTL_VTL INSURANCE	7.74
			PRINCIPAL DENTAL POLICY	50.04
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	31.73
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	48.03
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	792.56
			TOTAL:	5,788.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
ECONOMIC DEVELOPMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	135.30			
			FICA WITHOLDING	134.28			
			MEDICARE WITHOLDING	18.98			
			MEDICARE WITHOLDING	12.66			
			MEDICARE WITHOLDING	28.26			
			MEDICARE WITHOLDING	3.14			
			IPERS	IPERS REGULAR EMPLOYEES	219.27		
				IPERS REGULAR EMPLOYEES	219.27		
			MARCIA MEYERS	SEPTEMBER RENT	600.00		
			OFFICE EXPRESS	OFFICE SUPPLIES	17.33		
			OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	213.21		
			PRINCIPAL	GTL_VTL INSURANCE	5.16		
				PRINCIPAL DENTAL POLICY	33.36		
			CAPITAL ONE	OFFICE SUPPLIES	79.44		
			UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	29.17		
			BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,774.38		
				TOTAL:	3,523.21		
		EXECUTIVE	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	23.25	
					MEDICARE WITHOLDING	5.44	
					IPERS	IPERS ELECTED OFFICIALS	35.40
						TOTAL:	64.09
FINANCE & ADMINISTRATI	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	78.60			
			FICA WITHOLDING	78.43			
			MEDICARE WITHOLDING	4.65			
			MEDICARE WITHOLDING	13.13			
			MEDICARE WITHOLDING	0.01			
			MEDICARE WITHOLDING	0.21			
			MEDICARE WITHOLDING	0.37			
			MEDICARE WITHOLDING	0.01			
			MEDICARE WITHOLDING	4.36			
			MEDICARE WITHOLDING	13.13			
			MEDICARE WITHOLDING	0.01			
			MEDICARE WITHOLDING	0.22			
			MEDICARE WITHOLDING	0.59			
			MEDICARE WITHOLDING	0.03			
			AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	38.02		
			IPERS	IPERS REGULAR EMPLOYEES	121.01		
				IPERS REGULAR EMPLOYEES	121.01		
			OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	213.21		
			PRINCIPAL	GTL_VTL INSURANCE	0.63		
				PRINCIPAL DENTAL POLICY	4.00		
			UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	3.37		
			BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	165.36		
				TOTAL:	860.36		
BUILDING MAINTENANCE	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	9.12			
			FICA WITHOLDING	12.92			
			MEDICARE WITHOLDING	2.13			
			MEDICARE WITHOLDING	3.02			
			AUCA CHICAGO LOCKBOX	MATS	180.15		
			MISC. VENDOR AMY LENZ	AMY LENZ:BLDG MAINT SUPPLI	17.09		
			GRASSHOPPER LAWN CARE DBA ALL STAR TUR	WEED CONTROL	50.00		
			IPERS	IPERS REGULAR EMPLOYEES	13.88		
				IPERS REGULAR EMPLOYEES	19.67		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OFFICE EXPRESS	MISC SUPPLIES	47.95
			MISC SUPPLIES	66.58
			TOTAL:	422.51
AMBULANCE TRUST	GENERAL GOVERNMENT CITY OF TIPTON FUNDS		TRANSFERS	1,425.00
			TOTAL:	1,425.00
TRANSFER-COMM/LOCAL AC	GENERAL GOVERNMENT CITY OF TIPTON FUNDS		TRANSFERS	1,666.67
			TOTAL:	1,666.67
STREET DEPARTMENT	ROAD USE TAX FUND	CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,638.14
			TOTAL:	1,638.14
TRAFFIC SERVICE MAINT.	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	4.47
			FICA WITHOLDING	4.47
			MEDICARE WITHOLDING	1.03
			MEDICARE WITHOLDING	0.01
			MEDICARE WITHOLDING	0.94
			MEDICARE WITHOLDING	0.05
			MEDICARE WITHOLDING	0.05
		IPERS	IPERS REGULAR EMPLOYEES	7.27
			IPERS REGULAR EMPLOYEES	7.16
		PRINCIPAL	GTL_VTL INSURANCE	0.13
			PRINCIPAL DENTAL POLICY	1.00
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	0.83
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	36.29
			TOTAL:	63.70
SNOW AND ICE REMOVAL	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	59.87
			FICA WITHOLDING	58.88
			MEDICARE WITHOLDING	11.94
			MEDICARE WITHOLDING	0.16
			MEDICARE WITHOLDING	0.83
			MEDICARE WITHOLDING	0.49
			MEDICARE WITHOLDING	0.57
			MEDICARE WITHOLDING	12.04
			MEDICARE WITHOLDING	0.31
			MEDICARE WITHOLDING	0.25
			MEDICARE WITHOLDING	1.16
		IPERS	IPERS REGULAR EMPLOYEES	95.77
			IPERS REGULAR EMPLOYEES	94.12
		PRINCIPAL	GTL_VTL INSURANCE	2.19
			PRINCIPAL DENTAL POLICY	14.50
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	11.30
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	962.09
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	435.14
			TOTAL:	1,761.61
STREET CLEANING	ROAD USE TAX FUND	CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	825.42
			TOTAL:	825.42
TRANSFER/OTHER SOURCES	ROAD USE TAX FUND	CITY OF TIPTON FUNDS	TRANSFERS	2,666.67
			TOTAL:	2,666.67
TRANSFERS/OTHER SOURCE TRUST AND AGENCY F	CITY OF TIPTON FUNDS		TRANSFERS	42,923.75
			TOTAL:	42,923.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
TRANSFER	Emergency Fund	CITY OF TIPTON FUNDS	TRANSFERS	2,829.58
			TOTAL:	2,829.58
OTHER GOVERNMENTAL SER	LOCAL OPTION TAX	KPE ENGINEERING	RETAINER FOR FORENSICS STU	8,000.00
			TOTAL:	8,000.00
TRANSFERS/OTHER SOURCE	LOCAL OPTION TAX	CITY OF TIPTON FUNDS	TRANSFERS	25,000.00
			TOTAL:	25,000.00
ECONOMIC DEVELOPMENT	TIF SPECIAL REVENU	MISC. VENDOR PARTNERS 524 LLC	PARTNERS 524 LLC:TIF PAYME	11,324.02
			TOTAL:	11,324.02
TRANSFERS/OTHER SOURCE	TIF SPECIAL REVENU	CITY OF TIPTON FUNDS	TRANSFERS	6,940.25
			TRANSFERS	9,245.00
			TOTAL:	16,185.25
TRANSFERS/OTHER SOURCE	FIRE ENTERPRISE TR	CITY OF TIPTON FUNDS	TRANSFERS	7,178.08
			TOTAL:	7,178.08
HWY 38 PROJECT	GO CP 2023	MOODY'S INVESTORS SERVICE INC	PROFESSIONAL SERVICES	14,500.00
		TRIPLE B CONSTRUCTION CORPORATION	PAY APP NO 5	639,257.53
			TOTAL:	653,757.53
WATER DISTRIBUTION	WATER OPERATING	I.R.S.	FICA WITHOLDING	298.27
			FICA WITHOLDING	294.56
			MEDICARE WITHOLDING	41.07
			MEDICARE WITHOLDING	0.48
			MEDICARE WITHOLDING	23.34
			MEDICARE WITHOLDING	3.07
			MEDICARE WITHOLDING	1.77
			MEDICARE WITHOLDING	55.67
			MEDICARE WITHOLDING	0.60
			MEDICARE WITHOLDING	6.44
			MEDICARE WITHOLDING	3.34
			MEDICARE WITHOLDING	2.85
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	37.57
		CINTAS	UNIFORMS	10.29
			UNIFORMS	10.29
		IOWA ONE CALL	LOCATES	31.50
		IPERS	IPERS REGULAR EMPLOYEES	472.16
			IPERS REGULAR EMPLOYEES	473.02
		NILES CHIROPRACTIC	DRUG SCREEN	25.00
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	213.21
		PRINCIPAL	GTL_VTL INSURANCE	9.62
			PRINCIPAL DENTAL POLICY	60.89
		RODNEY'S YARD MOWING	MOWING	90.00
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	51.91
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	430.46
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	2,139.78
			TOTAL:	4,787.16
WATER BILL/COLLECT	WATER OPERATING	I.R.S.	FICA WITHOLDING	50.91
			FICA WITHOLDING	50.86
			MEDICARE WITHOLDING	10.71
			MEDICARE WITHOLDING	1.20
			MEDICARE WITHOLDING	11.86

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	0.04
		IPERS	IPERS REGULAR EMPLOYEES	84.54
			IPERS REGULAR EMPLOYEES	84.54
		STOREY KENWORTHY/MATT PARROTT	ENVELOPES	122.00
		OFFICE EXPRESS	OFFICE SUPPLIES	39.96
		PRINCIPAL	GTL_VTL INSURANCE	2.58
			PRINCIPAL DENTAL POLICY	16.68
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	9.50
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	779.88
			TOTAL:	1,265.26
TRANSFER/OTHER SOURCES WATER OPERATING		CITY OF TIPTON FUNDS	TRANSFERS	4,166.67
			TRANSFERS	356.25
			TOTAL:	4,522.92
WASTEWATER/AKA SEWER	WASTEWATER/AKA SEW	I.R.S.	FICA WITHOLDING	303.99
			FICA WITHOLDING	302.07
			MEDICARE WITHOLDING	44.49
			MEDICARE WITHOLDING	0.24
			MEDICARE WITHOLDING	22.36
			MEDICARE WITHOLDING	3.07
			MEDICARE WITHOLDING	0.92
			MEDICARE WITHOLDING	55.69
			MEDICARE WITHOLDING	0.60
			MEDICARE WITHOLDING	6.68
			MEDICARE WITHOLDING	6.00
			MEDICARE WITHOLDING	1.70
		IPERS	IPERS REGULAR EMPLOYEES	483.56
			IPERS REGULAR EMPLOYEES	485.91
		STOREY KENWORTHY/MATT PARROTT	ENVELOPES	122.00
		OFFICE EXPRESS	OFFICE SUPPLIES	39.96
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	213.21
		PRINCIPAL	GTL_VTL INSURANCE	9.34
			PRINCIPAL DENTAL POLICY	63.20
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	53.52
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,007.65
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	2,447.70
			TOTAL:	5,673.86
TRANSFER/OTHER SOURCES WASTEWATER/AKA SEW		CITY OF TIPTON FUNDS	TRANSFERS	3,866.67
			TRANSFERS	35,290.67
			TOTAL:	39,157.34
ELECTRIC DISTRIBUTION	ELECTRIC OPERATING	ABM EQUIPMENT LLC	VERSALIFT REPAIRS	2,519.46
		I.R.S.	FICA WITHOLDING	707.84
			FICA WITHOLDING	693.11
			MEDICARE WITHOLDING	127.41
			MEDICARE WITHOLDING	13.61
			MEDICARE WITHOLDING	4.07
			MEDICARE WITHOLDING	7.38
			MEDICARE WITHOLDING	12.94
			MEDICARE WITHOLDING	0.12
			MEDICARE WITHOLDING	141.95
			MEDICARE WITHOLDING	1.20
			MEDICARE WITHOLDING	1.35
			MEDICARE WITHOLDING	8.02

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	9.32
			MEDICARE WITHOLDING	0.29
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	37.57
		CINTAS	UNIFORMS, SHOP TOWELS, MAT	57.69
			UNIFORMS, SHOP TOWELS, MAT	65.24
			UNIFORMS, SHOP TOWELS, MAT	145.48
			UNIFORMS, SHOP TOWELS, MAT	65.24
		DR DARLENE A EHLERS	SEPTEMBER RENT	500.00
		MISC. VENDOR GRADERT, AUBREY	10-4350-24	16.52
		GRASSHOPPER LAWN CARE DBA ALL STAR TUR	WEED CONTROL	50.00
		IOWA ONE CALL	LOCATES	31.50
		IPERS	IPERS REGULAR EMPLOYEES	1,128.23
			IPERS REGULAR EMPLOYEES	1,115.95
		MICHELS POWER INC	REPLACE BROKEN POLE	9,917.31
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	213.21
		POWER LINE SUPPLY	UNDERGROUND SUPPLIES	997.24
		PRINCIPAL	GTL_VTL INSURANCE	16.61
			PRINCIPAL DENTAL POLICY	107.46
		SHERMCO INDUSTRIES INC	INDUSTRIAL FEEDER	3,270.00
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	119.48
		WESCO RECEIVABLES CORP	TRANSFORMER	31,252.56
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,197.25
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	4,379.69
			TOTAL:	58,932.30
ELECTRIC POWER PLANT	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING	33.64
			FICA WITHOLDING	32.53
			MEDICARE WITHOLDING	6.80
			MEDICARE WITHOLDING	0.28
			MEDICARE WITHOLDING	0.79
			MEDICARE WITHOLDING	6.32
			MEDICARE WITHOLDING	0.14
			MEDICARE WITHOLDING	0.18
			MEDICARE WITHOLDING	0.97
		ALTORFER INC	POWERPLANT ENGINE COOLANT	336.24
		IPERS	IPERS REGULAR EMPLOYEES	54.24
			IPERS REGULAR EMPLOYEES	52.65
		PRINCIPAL	GTL_VTL INSURANCE	0.91
			PRINCIPAL DENTAL POLICY	5.89
		THOMAS HEATING & AIR	FAN MOTOR	336.00
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	6.01
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	144.25
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	261.10
			TOTAL:	1,278.94
ELECTRIC BILL/COLLECT	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING	107.87
			FICA WITHOLDING	109.69
			MEDICARE WITHOLDING	22.18
			MEDICARE WITHOLDING	0.42
			MEDICARE WITHOLDING	0.10
			MEDICARE WITHOLDING	2.53
			MEDICARE WITHOLDING	23.65
			MEDICARE WITHOLDING	0.24
			MEDICARE WITHOLDING	0.32
			MEDICARE WITHOLDING	1.45
		IPERS	IPERS REGULAR EMPLOYEES	176.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			IPERS REGULAR EMPLOYEES	179.32
		STOREY KENWORTHY/MATT PARROTT	ENVELOPES	122.00
		OFFICE EXPRESS	OFFICE SUPPLIES	39.96
		PRINCIPAL	GTL_VTL INSURANCE	4.21
			PRINCIPAL DENTAL POLICY	26.96
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	19.70
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	100.97
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,224.24
			TOTAL:	2,162.09
LOUISA GENERATING STAT ELECTRIC OPERATING MIDAMERICAN ENERGY COMPANY			Est cash request	8,750.00
			Est cash request	14,500.00
			Est cash request	250.00
			Est cash request	1,500.00
			TOTAL:	25,000.00
TRANSFER/OTHER SOURCES ELECTRIC OPERATING CITY OF TIPTON FUNDS			TRANSFERS	25,946.67
			TRANSFERS	19,030.00
			TRANSFERS	7,325.14
			TOTAL:	52,301.81
GAS DISTRIBUTION	GAS OPERATING	I.R.S.	FICA WITHOLDING	408.56
			FICA WITHOLDING	394.03
			MEDICARE WITHOLDING	77.95
			MEDICARE WITHOLDING	2.22
			MEDICARE WITHOLDING	6.42
			MEDICARE WITHOLDING	8.89
			MEDICARE WITHOLDING	0.06
			MEDICARE WITHOLDING	78.56
			MEDICARE WITHOLDING	0.54
			MEDICARE WITHOLDING	3.69
			MEDICARE WITHOLDING	8.92
			MEDICARE WITHOLDING	0.16
			MEDICARE WITHOLDING	0.29
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	37.57
		CINTAS	UNIFORMS, SHOP TOWELS, MAT	43.19
			UNIFORMS, SHOP TOWELS, MAT	43.19
		GRAINGER	GAS DETECTOR	2,175.60
		IOWA ASSOCIATION OF	LEAK SURVEY	3,321.10
		IOWA ONE CALL	LOCATES	31.50
		IPERS	IPERS REGULAR EMPLOYEES	430.96
			IPERS REGULAR EMPLOYEES	430.94
		KOONS GAS MEASUREMENT	OPERATING SUPPLIES	430.00
			OPERATING SUPPLIES	1,387.64
		STOREY KENWORTHY/MATT PARROTT	ENVELOPES	122.00
		NGES	CALIBRATE ODORATOR	142.00
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	213.21
		THE PARADIGM ALLIANCE INC	2023 FALL MAILING PROGRAM	1,210.14
		PRINCIPAL	GTL_VTL INSURANCE	8.34
			PRINCIPAL DENTAL POLICY	54.00
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	51.78
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	233.15
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	2,302.24
			TOTAL:	13,658.84
GAS BILL/COLLECT	GAS OPERATING	I.R.S.	FICA WITHOLDING	67.73

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA WITHOLDING	67.12
			MEDICARE WITHOLDING	14.11
			MEDICARE WITHOLDING	0.14
			MEDICARE WITHOLDING	1.59
			MEDICARE WITHOLDING	15.02
			MEDICARE WITHOLDING	0.07
			MEDICARE WITHOLDING	0.13
			MEDICARE WITHOLDING	0.47
		IPERS	IPERS REGULAR EMPLOYEES	111.65
			IPERS REGULAR EMPLOYEES	110.85
		OFFICE EXPRESS	OFFICE SUPPLIES	39.96
		PRINCIPAL	GTL_VTL INSURANCE	3.04
			PRINCIPAL DENTAL POLICY	19.63
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	12.51
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	910.41
			TOTAL:	1,374.43
TRANSFER/OTHER SOURCES	GAS OPERATING	CITY OF TIPTON FUNDS	TRANSFERS	9,012.00
			TOTAL:	9,012.00
AIRPORT	AIRPORT OPERATING	I.R.S.	FICA WITHOLDING	14.54
			MEDICARE WITHOLDING	3.40
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	37.57
		IPERS	IPERS REGULAR EMPLOYEES	22.14
		WRIGHT LAWN CARE	CONTRACT PAY SEPT 2023	358.33
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	126.75
			TOTAL:	562.73
TRANSFER/OTHER SOURCES	AIRPORT OPERATING	CITY OF TIPTON FUNDS	TRANSFERS	356.25
			TOTAL:	356.25
GARBAGE COLLECTION	GARBAGE COLLECTION	I.R.S.	FICA WITHOLDING	201.40
			FICA WITHOLDING	200.85
			MEDICARE WITHOLDING	41.44
			MEDICARE WITHOLDING	0.08
			MEDICARE WITHOLDING	2.26
			MEDICARE WITHOLDING	2.99
			MEDICARE WITHOLDING	0.39
			MEDICARE WITHOLDING	41.23
			MEDICARE WITHOLDING	0.65
			MEDICARE WITHOLDING	3.83
			MEDICARE WITHOLDING	1.21
		CINTAS	UNIFORMS	12.93
			UNIFORMS	12.93
		IPERS	IPERS REGULAR EMPLOYEES	324.01
			IPERS REGULAR EMPLOYEES	323.28
		STOREY KENWORTHY/MATT PARROTT	ENVELOPES	122.00
		OFFICE EXPRESS	OFFICE SUPPLIES	39.96
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	213.21
		PRINCIPAL	GTL_VTL INSURANCE	5.80
			PRINCIPAL DENTAL POLICY	44.44
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	35.15
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	2,191.67
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,863.08
			TOTAL:	5,684.79

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
RECYCLING	GARBAGE COLLECTION I.R.S.		FICA WITHOLDING	73.61
			FICA WITHOLDING	74.56
			MEDICARE WITHOLDING	9.49
			MEDICARE WITHOLDING	6.53
			MEDICARE WITHOLDING	0.67
			MEDICARE WITHOLDING	0.53
			MEDICARE WITHOLDING	9.82
			MEDICARE WITHOLDING	6.53
			MEDICARE WITHOLDING	0.55
			MEDICARE WITHOLDING	0.55
		IPERS	IPERS REGULAR EMPLOYEES	75.63
			IPERS REGULAR EMPLOYEES	75.57
		PRINCIPAL	GTL_VTL INSURANCE	1.04
			PRINCIPAL DENTAL POLICY	13.35
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	10.75
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,461.10
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	636.41
			TOTAL:	2,456.69
TRANSFER OUT/SINKING F GARBAGE COLLECTION CITY OF TIPTON FUNDS			TRANSFERS	3,466.67
			TRANSFERS	400.00
			TRANSFERS	1,763.58
			TOTAL:	5,630.25
STORM WATER	STORM WATER	I.R.S.	FICA WITHOLDING	23.70
			FICA WITHOLDING	23.19
			MEDICARE WITHOLDING	4.29
			MEDICARE WITHOLDING	0.10
			MEDICARE WITHOLDING	0.49
			MEDICARE WITHOLDING	0.34
			MEDICARE WITHOLDING	0.33
			MEDICARE WITHOLDING	4.80
			MEDICARE WITHOLDING	0.02
			MEDICARE WITHOLDING	0.03
			MEDICARE WITHOLDING	0.53
		IPERS	IPERS REGULAR EMPLOYEES	37.71
			IPERS REGULAR EMPLOYEES	37.12
		PRINCIPAL	GTL_VTL INSURANCE	0.98
			PRINCIPAL DENTAL POLICY	6.15
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	4.61
		WENDLING QUARRIES INC	29.85 TN GRAVEL	807.45
			75.51 TN STONE AND CHIPS	136.34
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	99.66
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	178.60
			TOTAL:	1,366.44
OTHER SOURCES	STORM WATER	CITY OF TIPTON FUNDS	TRANSFERS	686.67
			TRANSFERS	100.08
			TOTAL:	786.75
INT SRVC-OTHER BUSINES CENTRAL GARAGE		I.R.S.	FICA WITHOLDING	74.47
			FICA WITHOLDING	75.88
			MEDICARE WITHOLDING	17.20
			MEDICARE WITHOLDING	0.23
			MEDICARE WITHOLDING	15.71
			MEDICARE WITHOLDING	0.88

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	0.90
			MEDICARE WITHOLDING	0.29
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	37.57
		CINTAS	UNIFORMS	9.27
			UNIFORMS	9.27
		MISC. VENDOR SNAP-ON	SNAP-ON:TOOLS	741.00
		CLORE AUTOMOTIVE	CLORE AUTOMOTIVE:TOOL REPA	85.00
		GRAYBILL COMMUNICATIONS	RADIOS AND HARDWARE	1,507.34
		GRAINGER	REPAIR PARTS #35	28.64
		IPERS	IPERS REGULAR EMPLOYEES	121.11
			IPERS REGULAR EMPLOYEES	121.19
		MITCHELL 1	WEB SUBSCRIPTION	282.08
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	213.21
		PRINCIPAL	GTL_VTL INSURANCE	2.28
			PRINCIPAL DENTAL POLICY	17.03
		SHOTTENKIRK	REPAIR PARTS #54	41.28
			REPAIR PARTS #54	76.00
		STAR EQUIPMENT LTD	BUCKET EXCAVATOR MINI	835.00
		THOMPSON TRUCK & TRAILER	SHOP SUPPLIES	89.94
			SHOP SUPPLIES	53.88
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	13.82
		WEX BANK	FUEL	3,536.64
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	604.75
			TOTAL:	8,611.86
INT SRVC-OTHER BUSINES ADMINISTRATIVE SER I.R.S.			FICA WITHOLDING	109.08
			FICA WITHOLDING	108.95
			MEDICARE WITHOLDING	22.63
			MEDICARE WITHOLDING	0.37
			MEDICARE WITHOLDING	2.51
			MEDICARE WITHOLDING	21.36
			MEDICARE WITHOLDING	0.35
			MEDICARE WITHOLDING	3.77
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT & COPIES	1,261.08
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	615.21
		CLIFTON LARSON ALLEN LLP	GASB AND AUDIT	22,575.00
		COMMUNITY INSURANCE SERVICES	LIABILITY & WORKERS COMP	6,332.00
		HERITAGE PRINTING COMPANY	BUSINESS CARDS	40.50
		IPERS	IPERS REGULAR EMPLOYEES	174.33
			IPERS REGULAR EMPLOYEES	174.12
		OFFICE EXPRESS	OFFICE SUPPLIES	108.37
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	213.27
		PRINCIPAL	GTL_VTL INSURANCE	5.00
			PRINCIPAL DENTAL POLICY	32.36
		RODNEY'S YARD MOWING	MOWING	240.00
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	21.88
		WINDSTREAM	MONTHLY SERVICES	946.10
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	9.17
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,503.15
			TOTAL:	34,520.56
NON-DEPARTMENTAL	PAYROLL ACCOUNT	I.R.S.	FEDERAL WITHOLDING	7,624.84
			FEDERAL WITHOLDING	7,203.50
			FICA WITHOLDING	5,934.37
			FICA WITHOLDING	5,858.11
			MEDICARE WITHOLDING	1,387.96

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHHOLDING	1,370.10
		AFLAC	AFLAC AFTER TAX PY W/HOLDI	96.40
			AFLAC AFTER TAX PY W/HOLDI	96.40
			AFLAC PY PRETAX WITHHOLDING	442.61
			AFLAC PY PRETAX WITHHOLDING	442.61
			AFLAC AFTER TAX DEDUCTION	30.24
			AFLAC AFTER TAX DEDUCTION	30.24
		AXA EQUI-VEST PROCESSING OFFICE	DEF. COMP PRETAX	175.00
			DEF. COMP PRETAX	225.00
		CEDAR COUNTY LAW CENTER	SCSC015184	319.15
		COLLECTION SERVICES CENTER	CHILD SUPPORT- SPANGLER-96	96.73
			CHILD SUPPORT- SPANGLER-96	96.73
		IPERS	IPERS WITHHOLDING, FIRE	38.95
			IPERS WITHHOLDING, FIRE	38.95
			IPERS ELECTED OFFICIALS	23.59
			IPERS REGULAR EMPLOYEES	3,643.00
			IPERS REGULAR EMPLOYEES	3,611.98
			IPERS WITHHOLDING EMT	482.19
			IPERS WITHHOLDING EMT	834.19
			IPERS WITHHOLDING POLICE	1,182.39
			IPERS WITHHOLDING POLICE	1,166.06
		PRINCIPAL	GTL_VTL INSURANCE	354.00
			PRINCIPAL DENTAL POLICY	942.68
			VISION POLICY	290.84
		TREASURER, STATE OF IOWA	STATE WITHHOLDING	2,995.00
			STATE WITHHOLDING	2,894.00
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INSURANCE PYM	2,220.00
		CITY OF TIPTON	MISC. EMPLOYEE REIMBURSEME	225.00
			IPERS EMPLOYEE REIMBURSEME	94.12
			IPERS EMPLOYEE REIMBURSEME	90.29
			TOTAL:	52,557.22

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

001	GENERAL GOVERNMENT	116,370.22
110	ROAD USE TAX FUND	6,955.54
112	TRUST AND AGENCY FUND	42,923.75
119	Emergency Fund	2,829.58
121	LOCAL OPTION TAX	33,000.00
125	TIF SPECIAL REVENUE FUND	27,509.27
192	FIRE ENTERPRISE TRUST	7,178.08
317	GO CP 2023	653,757.53
600	WATER OPERATING	10,575.34
610	WASTEWATER/AKA SEWER REVE	44,831.20
630	ELECTRIC OPERATING	139,675.14
640	GAS OPERATING	24,045.27
660	AIRPORT OPERATING	918.98
670	GARBAGE COLLECTION	13,771.73
740	STORM WATER	2,153.19
810	CENTRAL GARAGE	8,611.86
835	ADMINISTRATIVE SERVICES	34,520.56
860	PAYROLL ACCOUNT	52,557.22

GRAND TOTAL: 1,222,184.46

RESOLUTION NO. 091123A

RESOLUTION APPROVING APPLICATION FOR URBAN REVITALIZATION
TAX-EXEMPTION FILED BY CIRCLE P LAND AND EQUIPMENT, LLC

WHEREAS, the City Council for the City of Tipton has declared the entire City as an Urban Revitalization Area; and,

WHEREAS, this allows persons who make taxable improvements to commercial or industrial property the option of a ten-year, graduated tax-exemption on the new improvements as long as the work increases the assessed value of the property by at least 15%. The exemption schedule appears below:

Year:	Exemption from taxation on value added:	Year:	Exemption from taxation on value added:
1	80%	6	40%
2	70%	7	30%
3	60%	8	30%
4	50%	9	20%
5	40%	10	20%

NOW, THEREFORE, Be It Resolved, the City Council of the City of Tipton does hereby approve the following application for an Urban Revitalization Tax-Exemption, subject to the approval of the Cedar County Assessor.

- 1.) Circle P Land and Equipment, LLC, 102 Cedar Street and 102 Meridian Street, Tipton, IA 52772

PASSED AND APPROVED this 11th day of September 2023.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution _____ which was passed by the Tipton City Council this 11th day of September 2023.

Amy Lenz, City Clerk

**Application for Tax Abatement / Tax-Exemption
Urban Revitalization Plan
City of Tipton**

Properties with improvements made after January 1, 2019 are eligible

Feel free to use additional sheets of paper to elaborate on any information requested in the application.

Your contact information...

Name of Title Holder or Contract Buyer:

Circle P Land and Equipment, LLC

Mailing Address:

897 Stone Mill Rd Tipton IA 52772

Telephone (and Fax:)

319 461 8223

Email Address:

circlepjohn@gmail

Please tell us about the property for which you are applying.

Address of Property for this Application:

102 Cedar, 102 Meridian

Property's Legal Description or attach a copy of the deed:

Tipton lots 7 + 8 Block 39

Tipton lots 3 + 4 Block 38

Tipton lot 2 Block 38

Existing Property Use:

Residential Multifamily Residential

Commercial Industrial Vacant

Proposed Use of Property:

Veterinary Clinic

Which are you applying for:

Prior approval of your project.

Approval of a project that's already completed.

What is the nature of your proposed taxable improvements?

New construction?

Addition?

General Improvements?

Please specify the types of Improvements:

Partial exterior & complete interior remodel of 1 building. Partial interior remodel of 2 buildings. Pave parking lot.

Estimated or Actual Date of Project Completion:

Remodel done May 1 2023. Parking Oct 20

Estimated or Actual Cost of Improvements:

\$416,654 ~~\$40,000~~ ~~\$45,000~~ = \$501,654

About the tax-exemption program...

It is available to property owners that do improvements that increase the taxable value of their properties by at least 10% for residential properties and by at least 15% for multi-residential, commercial, and industrial properties. The program applies to both new and existing buildings. The tax-exemptions apply only to the new improvements. Also, tax-exemptions can't be used incompatibly with TIF.

For which tax-exemption benefit are you applying?

Residential properties: The benefit is a 7-year, 100% tax-exemption on the new taxable improvements.

Multi-residential properties of 3 or more units: The benefit is a 10-year, 100% tax-exemption on the new taxable improvements.

Commercial properties: This 10-year graduated exemption schedule is used on the new taxable improvements:

- For the first year, an exemption from taxation on 80% of the actual value added.
- For the second year, an exemption from taxation on 70% of the actual value added.
- For the third year, an exemption from taxation on 60% of the actual value added.
- For the fourth year, an exemption from taxation on 50% of the actual value added.
- For the fifth year, an exemption from taxation on 40% of the actual value added.
- For the sixth year, an exemption from taxation on 40% of the actual value added.
- For the seventh year, an exemption from taxation on 30% of the actual value added.
- For the eighth year, an exemption from taxation on 30% of the actual value added.
- For the ninth year, an exemption from taxation on 20% of the actual value added.
- For the tenth year, an exemption from taxation on 20% of the actual value added.

Industrial properties: There's a choice.

A 3-year, 100% exemption, or...

The same 10-year graduated schedule as used for commercial properties.

Applicant's Certification.

I/We certify that I/we understand and agree with the requirements of this program and that the information submitted herein is true and accurate to the best of my (our) knowledge. I/We also agree to provide additional information if needed for this application process.

IMPORTANT: This application must be filed with the City Council by **February 1** (which, in turn, must file it with the Cedar County Assessor by March 1) of the year in which the property claimed for exemption is assessed for taxation.

Signature of Applicant: _____

Date: 8/24/23

Signature of Co-Applicant: _____

Date: _____



City Council

This application was: _____ Approved _____ Declined.

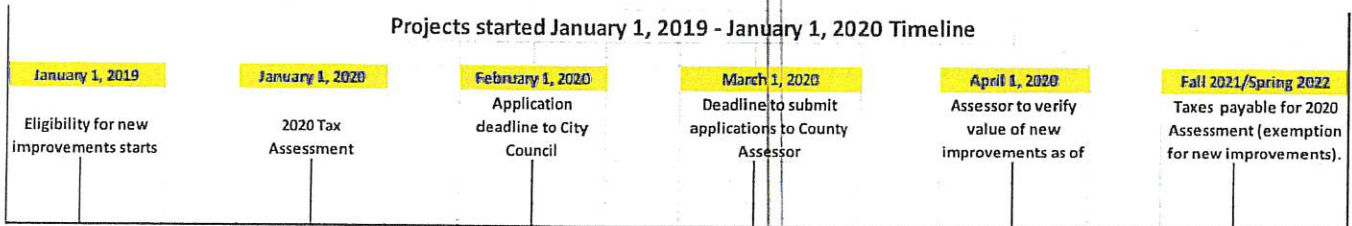
If declined, what was the reason: _____

Date of Council's decision: _____

Attested by the City Clerk: _____

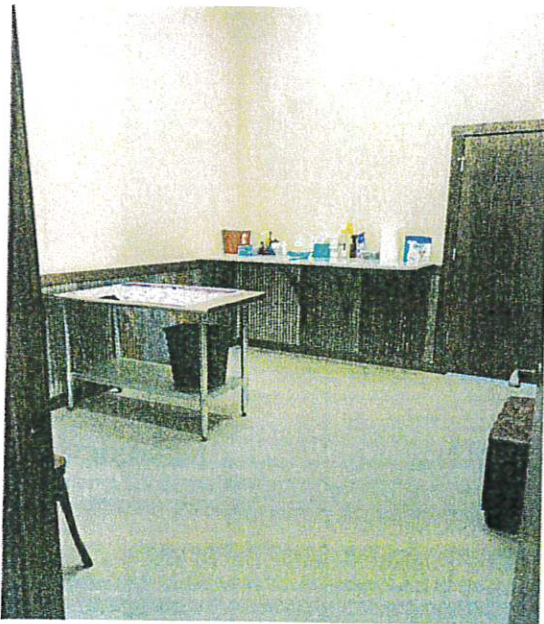
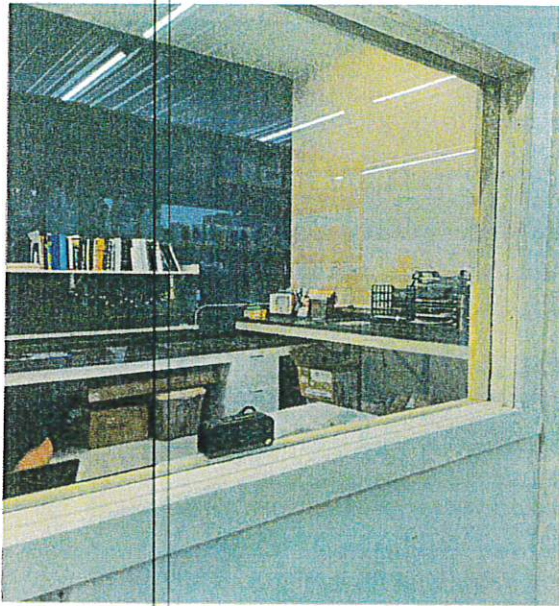
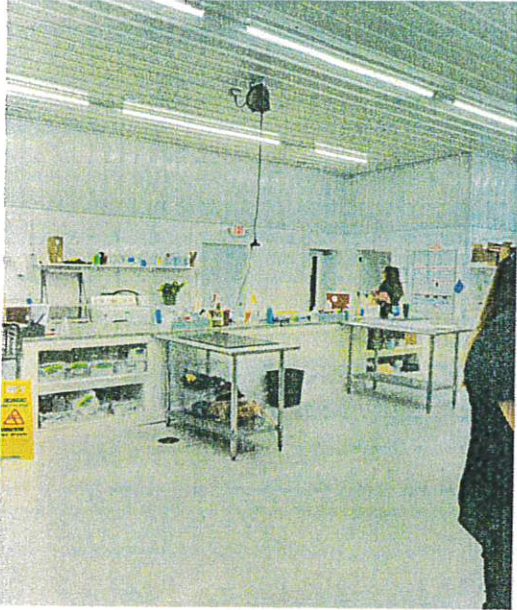
Date: _____

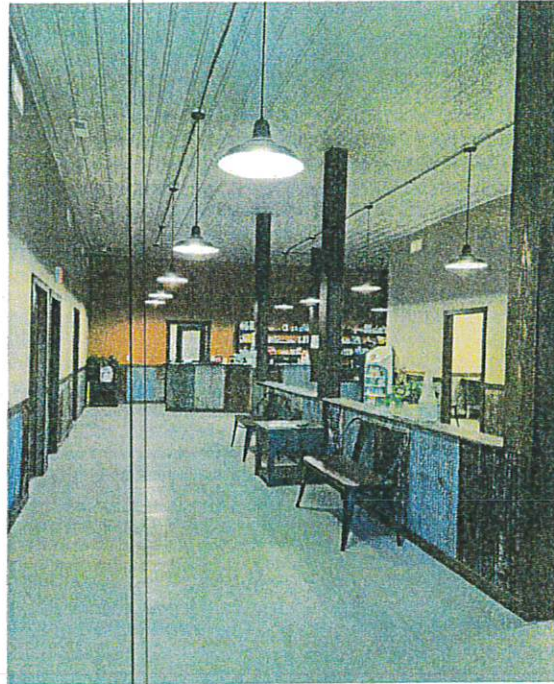
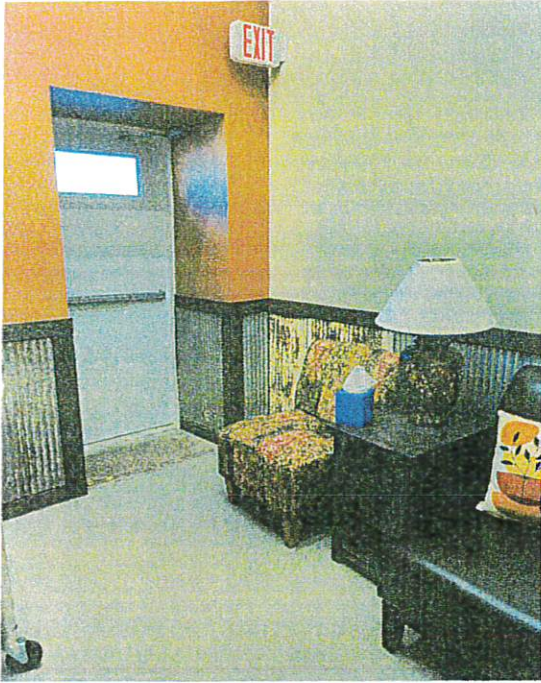
Application Timeline



*Any application received after February 1, 2020 will not be eligible for the tax-exemption benefit until the 2021 tax assessment that is payable in the Fall 2022/Spring 2023

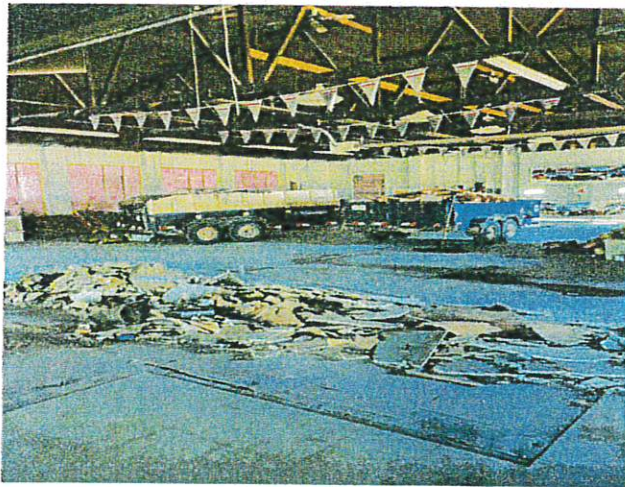
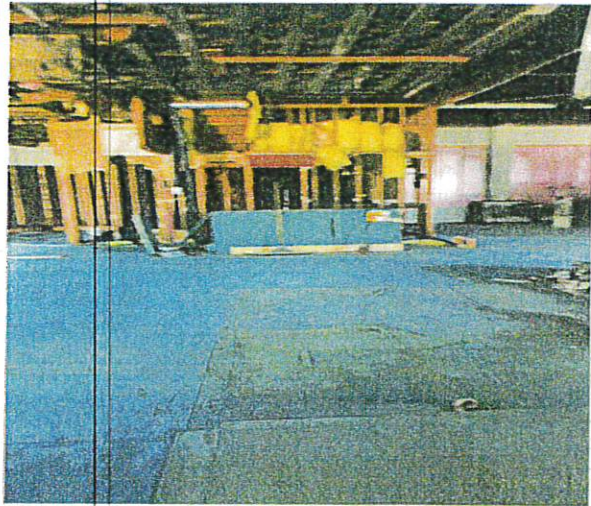
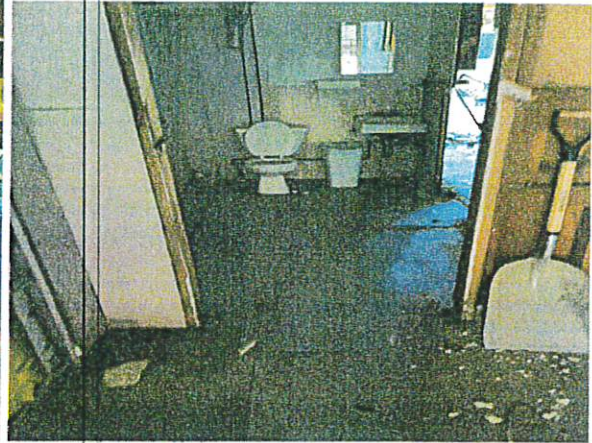
Circle P Vet Clinic
102 Cedar Street
After photos





Tipton Veterinary Clinic – 102 Cedar Street

Before pictures



RESOLUTION NO. 091123B

**RESOLUTION TO ASSESS UTILITY CHARGES DUE
TO NON-PAYMENT BY PROPERTY OWNER:**

WHEREAS, the City of Tipton, Iowa has provided utility services for properties within the City of Tipton, and

WHEREAS, the Utility Billing Clerks billed the subject property owner and the City was never paid, and

WHEREAS, the City Clerk has presented the City Council with a list of costs for services that have not been paid by the subject property owner.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tipton, Iowa, that the following property owner and costs have hereby been reviewed and approved by this Council and that the City Clerk is hereby directed to file this resolution with the Cedar County Treasurer and to request these costs be collected with and in the same manner as the property taxes paid by the property owner as provided in Section 384.2 Code of Iowa:

<u>Owner/Property</u>	<u>PIN</u>	<u>Legal Description</u>	<u>For</u>	<u>Costs</u>
Tholen, Kent	0480-07-31-306-006-0	NW IMP W 87' Lots 1 & 2 BLK 2	Unpaid Utility Bills	698.18

PASSED AND APPROVED this 11th day of September 2023.

Bryan Carney, Mayor

ATTEST: _____
Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution _____ which was passed by the Tipton City Council this 11th day of September 2023.

Amy Lenz, City Clerk

AGENDA ITEM:

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	09/11/2023
AGENDA ITEM:	Discussion and possible action concerning the terms for Commercial Solid Waste Removal
ACTION:	Discussion and Possible Action

SYNOPSIS:

The City's current contract with Waste Management is up for renewal on 10/1/2023.

The city sent out an RFP for commercial solid waste collection services and received two responses. One from Waste Management and one from Republic Services.

The city committee met and reviewed both proposals through the entirety of the five-year contract. Waste Management's proposal was lower than Republic throughout the term of the contract. Waste Management's rates overall were also lower than what they are currently charging so it will also be a reduction to customer's current rates. Due to that, the committee recommends the City Council accept the Waste Management bid.

Included is the Contract from Waste Management.

PREPARED BY: MA

DATE PREPARED: 09/05/2023

CITY OF TIPTON

CONTRACT FOR COMMERCIAL SOLID WASTE REMOVAL

THIS CONTRACT, made by and between the CITY OF TIPTON, hereinafter referred to as **CITY**, and Waste Management of Iowa, Inc. ("**Contract**") hereinafter referred to as **CONTRACTOR**, entered into as of October 1, 2023.

In consideration of the mutual promises and covenants contained herein, the CITY and CONTRACTOR hereby agree as follows:

1.0 DEFINITIONS

- 1.1 **BULK WASTE** – Small household appliances, large pieces of furniture, mattress, box springs or Solid Waste other than Construction Debris or Excluded Materials and weighs no more than 80 pounds.
- 1.2 **CITY** - Refers to the City of Tipton. Will also refer to the appropriate employee or officer of the municipality authorized to act as its agent in handling the pertinent matters of this Contract.
- 1.3 **CITY OWNED FACILITY** – shall mean the Lower Public Works Building.
- 1.4 **COMMERCIAL UNIT**- A commercial business establishment, a Residential Unit located above, below, adjacent, or located in a building containing commercial business(es); residential apartment buildings or condominium buildings with **four (4) or more individual Residential Units** which are located within CITY limits and zoned for commercial business; or a business operated within a Residential Unit located within the CITY limits **and which requires a Container for handling Waste Materials** shall be defined as a Commercial Unit and billed to CITY under this Contract.
- 1.5 **COMMERCIAL SOLID WASTE**- means all non-hazardous solid waste, garbage, organic waste, Recyclable Materials (as defined herein) generated by Commercial Unit or at Commercial Unit's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes for which Commercial Unit shall complete a Special Waste Profile sheet to be approved by CONTRACTOR in writing. As defined herein, Solid Waste shall specifically include Recyclable Materials that have not been separated and placed in a specially designated container.
- 1.6 **CONSTRUCTION DEBRIS** - Waste building materials resulting from construction, remodeling, repair, or demolition operations.
- 1.7 **CONTAINER(S)** - Containers with lids, in sizes described on Appendix A, shall be provided by CONTRACTOR to Customer / Service Recipient. All equipment provided by CONTRACTOR shall remain its equipment.

A Commercial Unit shall not overload, move, or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Contract, CONTRACTOR'S equipment shall be in the condition in which it was provided, normal wear and tear excepted.

Commercial Unit shall provide safe and unobstructed access to the equipment on the scheduled collection day. CONTRACTOR may suspend Services or terminate this Contract in the event a Commercial Unit violates any of the requirements of this provision. CITY warrants that CITY'S property is sufficient to bear the weight of CONTRACTOR'S equipment and vehicles and agrees that CONTRACTOR shall not be responsible for any damage to CITY's pavement or any other surface resulting from the equipment or

Services.

- 1.8 EXCLUDED MATERIALS** – Excluded Materials shall mean (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio- hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations, (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Waste Materials, or (v) Special Waste not approved in writing by CONTRACTOR. CITY shall be liable for any Excluded Materials.
- 1.9 OVERAGE** – is defined as (i) Solid Waste exceeding its Container's intended capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Solid Waste placed on top of or in the immediate vicinity of the Container, in bags or otherwise.
- 1.10 OVERAGE CHARGE** – Means an amount charged to City to compensate for expense incurred by Company arising from Overages, and to provide a financial incentive to **Service Recipients** to subscribe to the level of service that will allow all materials to fit within the container.
- 1.11 RESIDENTIAL UNIT** -Single-family units, **zoned residential**, and single buildings containing four or more family dwelling units that have individual collection for each unit. Residential units are not serviced for regular trash collection under this Contract.
- 1.12 WHITE GOODS** – Appliances that do not contain polychlorinated biphenyls (PCB's), but have components containing mercury, or refrigerants (CFC's & HCFC's) as defined by the Iowa DNR, Chapter 118, section 567-118.3(455B,455D).

2.0 SCOPE OF CONTRACT

- 2.1 TERM** - The initial term of the Contract shall be 5 years commencing on October 1, 2023, terminating September 30, 2028. At the end of this period, Contract may renew upon mutual agreement of the parties on mutually agreed terms and conditions in writing.
- 2.2 CONTRACT WITH THE CITY** – The CITY grants to CONTRACTOR the exclusive right to furnish all personnel, labor, equipment, trucks, and all other items necessary to provide for the collection, removal and disposal of Commercial Solid Waste during the term of this Contract. The CITY will be responsible for the billing of the Commercial Units as set forth below.

3.0 SERVICE, OPERATIONS, AND PERFORMANCE

- 3.1 COMMERCIAL SOLID WASTE COLLECTION** - Commercial Solid Waste must be placed in Containers for collection. Commercial Solid Waste shall be picked up from Commercial Units at a minimum of once per week, except for some limited Commercial Units that may elect for less frequent service. Commercial Units being serviced less than once per week **shall not exceed five (5) percent of the total Commercial Units in town**, and shall be charged at a reduced, prorated charge (I.e., a Commercial Unit serviced once every other week shall be charged half of the price for a Commercial Unit serviced weekly). It is the responsibility of the Commercial Units to see that the Containers are placed at designated locations before 6:00 a.m. on designated collection day(s).

CONTRACTOR will be responsible for the initial delivery of Containers, and the replacement of Containers broken or damaged as a result of Contractor's negligence and/or normal wear and tear.

In order to keep the City clean, Contractor will collect any Overage of Solid Waste, and assess a fee to the City of \$125.00 per Overage, provided photographic evidence of the Overage can be provided. Contractor agrees to waive any Overage fee if the Commercial Unit where the Overage occurred agrees to increase their Container service frequency or Container size for future services.

- 3.2 CLEANUP** - CONTRACTOR shall immediately clean up any material or items spilled, dumped, or dropped as a result of CONTRACTOR's Services. If considered a major spill, dumping or dropping of material or items by the City, such cleanup shall be commenced within four (4) hours, with CONTRACTOR remaining at the scene until the said spill is cleaned up. Such cleanup shall be completed to the satisfaction of the City and in all ways consistent with the CITY Code of Ordinances, where applicable.
- 3.3 REJECTION OF WASTE**-CONTRACTOR may decline to collect any Bulk Waste, White Goods or Container not reasonably placed in designated locations or any Containers that contain a large quantity of liquids or Excluded or Hazardous Materials or have been packaged in such a manner that it unreasonably endangers CONTRACTOR'S employees. Where CONTRACTOR has reason to leave such items, CONTRACTOR shall mark the Container as to why the Container was not collected and notify CITY (the CITY and CONTRACTOR may alter the standards for these decisions by mutual agreement). It is also understood that CONTRACTOR is not the enforcement entity in keeping Recyclable Materials from Solid Waste.
- 3.4 BULKWASTE.** Collection of Bulk Waste is not a part of the weekly Services. CONTRACTOR shall make available the collection of Bulk Waste Items (from either Commercial or Residential Units) on the first Friday of every month upon request from a Residential or Commercial Unit to the CONTRACTOR; provided collection arrangements including payment have been made a minimum of 24-hour prior to the collection date. See Appendix A for rates.
- 3.5 WHITE GOODS.** Collection of White Goods is not a part of the weekly Services. CONTRACTOR shall make available the collection of White Goods (from either Commercial or Residential Units) once every month upon request from a Residential or Commercial Unit to the CONTRACTOR; provided collection arrangements including payment have been made a minimum of 24-hour prior to the collection date. See Appendix A for rates.
- 3.6 CITY PROPERTIES**- City Owned Facility (Lower Public Works Building) will be provided Containers at no cost to the CITY, and collected as needed.
- 3.7 COLLECTION DAYS/TIMES/ROUTES** - The CONTRACTOR shall indicate on what day(s) of the week collections will take place. If CONTRACTOR later desires to change the schedule of collections, CONTRACTOR shall provide the CITY with fourteen (14) days written notice. CITY must authorize such collection change before the change takes effect; such authorization shall not be reasonably withheld.
- 3.8 CONDUCT OF EMPLOYEES/CONTRACTOR** - All of CONTRACTOR'S personnel shall always act in a professional, courteous manner (i.e., polite responses to questions, controlled handling and placement of any Containers.) CONTRACTOR shall be responsible for all equipment CONTRACTOR operates within the CITY.
- 3.9 DISPOSAL SITE** - The CONTRACTOR shall dispose of Solid Waste at _____. In the event State Code or Regulation should mandate delivery of City of Tipton Solid Waste to a different facility, CONTRACTOR shall

commence delivery to said facility as and when required by said changes in law/regulation.

- 3.10 LANDFILL FEES** -CONTRACTOR agrees to assume all landfill, tipping, dumping, licenses, and all other applicable fees, and any costs assessed or caused to be assessed by any governmental authority, in connection with its collection and disposal of Solid Waste and agrees to pay said fees and costs, including any increases thereof, in a timely manner as required by the landfill authority or regulatory agency, **excluding fines**. CONTRACTOR reserves the right to adjust rates for any increases in landfill, tipping, dumping, licenses and other applicable fees.
- 3.11 CUSTOMER SERVICE** -CONTRACTOR shall be required to establish and maintain a toll free number for accepting complaints during the hours of 8:00a.m. - 5:00 p.m., Monday through Friday. The CONTRACTOR shall maintain records of all complaints received and the disposition of each complaint and shall furnish copies of those records to the CITY upon request.
- 3.12 VEHICLES** - CONTRACTOR shall provide an adequate number of vehicles, which are uniformly and clearly marked on both sides with CONTRACTOR'S name and logo which can be readily seen at a distance of at least 50'. The vehicles shall be maintained in good repair so as to prevent leaking of oil, fuel, coolant, or hydraulic fluid onto CITY streets and/or other areas of use within the City Limits.
- 3.13 NOTIFICATION OF COMMERCIAL UNITS-** CITY shall inform all Commercial Units as to complaint procedures, rates, regulations, and day(s) for scheduled Commercial Solid Waste collection.
- 3.14 DISCRIMINATION-** Neither CONTRACTOR nor any SUBCONTRACTOR, nor CITY or person(s) acting on its behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, veteran status, or disability.
- 4.0 INDEMNITY** - In addition to its other obligations hereunder, CONTRACTOR will indemnify and save harmless the CITY, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, fines, penalties, costs, expenses, and attorney's fees, and any other costs of defense resulting from a willful or negligent act or omission of CONTRACTOR, its officers agents, servants, and employees in the negligent performance of this contract; provided, however, that CONTRACTOR shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the CITY, its officers, agents, servants, and employees. CONTRACTOR's indemnification obligations will not apply to occurrences of Excluded Materials.
- 5.0 INSURANCE** -CONTRACTOR shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:

Workmen's Compensation:
Statutory

Damage \$50,000 each occurrence,
\$100,000 aggregate

General Liability:
Bodily Injury:
\$500,000 each
occurrence, \$1,000,000
aggregate

Automobile Liability:
Bodily Injury: \$1,000,000 each
person, \$1,000,000 each occurrence

Property

Property Damage: \$1,000,000 each
occurrence

Contract- CITY of
Tipton

Excess Umbrella
Coverage: \$5,000,000
each occurrence

All insurance will be by insurers authorized to do business in the State of Iowa. The CITY shall be named as an additional insured on all such policies. Prior to the commencement of work, CONTRACTOR shall furnish the CITY with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be cancelled, permitted to expire, or be changed without thirty (30) days advanced notice to the CITY.

6.0 PERMITS, LICENSES, and TAXES- CONTRACTOR shall obtain and assume the cost of all licenses and permits and promptly pay all taxes required by the CITY or law.

7.0 BASIS AND METHOD OF PAYMENT

7.1 CITY BILLING - The CITY shall remit payment within thirty (30) days from the date of CONTRACTOR's invoice for Commercial Solid Waste Services (not including Bulk Waste or White Goods which are direct billed to Residential or Commercial Unit by CONTRACTOR). The CONTRACTOR will provide service to any territory annexed by the CITY, or additional growth of Commercial Units. CONTRACTOR and the CITY agree that they will work together at all times to develop an accurate customer list.

7.2 COLLECTION AND PAYMENT- The CITY shall submit statements and collect charges from all Commercial Units for Service provided by CONTRACTOR, for the collection of Commercial Solid Waste under the terms of this Contract.

7.7 OBLIGATION TO PAY - CONTRACTOR shall be entitled to payment for services rendered irrespective of whether or not the CITY collects from Commercial Units for such service.

7.8 ESCALATION CLAUSE-The fees or compensation payable to CONTRACTOR shall be increased by five (5%) percent annually on the anniversary of Effective Date commencing on the 2nd contract year through the end of the Term.

7.9 CHANGE OF LAW / INCREASED COSTS - Notwithstanding anything to the contrary in this Agreement, WM may modify the rates to account for any increase in costs greater than 10% due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, disposal or processing costs, fuel pricing, third party transportation costs, imposition of taxes, fees or surcharges, municipal franchise fee increases and acts of God such as floods, fires, etc.

8.0 COMPLIANCE WITH APPLICABLE LAWS / JURISDICTION - The parties to this Contract agree that the laws of the State of Iowa shall govern the validity, construction, interpretation, and effect of this contract. CONTRACTOR shall conduct the services set forth in this contract in compliance with all applicable federal, state, and local rules, regulations and laws. This Contract and the Services to be provided by CONTRACTOR as described herein are also subject to the provisions of all pertinent CITY ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein. Jurisdiction for any dispute under this agreement shall lie with the District Court in and for Cedar County.

9.0 MISSED COLLECTION - In the event that a regularly scheduled collection is missed and a complaint received by either the CITY or CONTRACTOR, and where no fault can be found on the generator's part, a special collection of the refuse will be required of CONTRACTOR as soon as reasonably possible. The CITY shall promptly notify CONTRACTOR of any such complaints received.

11.0 HOLIDAYS- The following holidays will be observed as non-collection days by CONTRACTOR, New Year's Day, Memorial Day Christmas, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If the normal day of service falls on **or** **after** one of the aforementioned holidays, the collection should be planned for one day after the normal collection day. In the event of the landfill closing on consecutive days

of two or more, CITY and CONTRACTOR will negotiate a reasonable schedule of pickup.

- 12.0 BANKRUPTCY** - "Insolvent" for the purposes of this clause shall mean a party's inability to pay its debts as they mature. A party's insolvency, or voluntary or involuntary bankruptcy, shall not constitute prospective unwillingness and/or inability to perform nor a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance due upon its part unless already paid for. If a party is unable to give adequate assurance, the other party may terminate the contract with seven (7) days written notice. Assumption of this Contract by a bankrupt debtor's trustee shall initially give rise only to a reasonable sense of insecurity and shall not operate as an automatic repudiation, prospective unwillingness to perform, or a breach of the contract where CONTRACTOR is in the process of voluntary or involuntary bankruptcy. An insolvent CONTRACTOR'S trustee or receiver shall not bind the CITY to the contract. In the event of CONTRACTOR'S bankruptcy the CITY will have the same remedies as provided for in the BREACH of CONTRACT section herein.
- 13.0 BREACH OF CONTRACT** - If CONTRACTOR fails to perform, or fails to perform in a satisfactory manner, or fails to perform in accordance with applicable ordinances, the CITY shall have the right to demand in writing, adequate assurance from CONTRACTOR that steps have been or are being taken to rectify the situation. CONTRACTOR must within five (5) days of receipt of such demand, return to the CITY Clerk, a written statement that explains reasons for nonperformance or delayed, partial or substandard performance during that period and any continuation thereof.
- 14.0 FORCE MAJEURE**- Neither CONTRACTOR nor the CITY shall be liable for the failure to perform their duties nor for any resultant damage or loss if such failure is caused by catastrophe, riot, strike, war, governmental order or regulation, fine, accident, act of God or other similar or different contingency beyond the reasonable control of CONTRACTOR or CITY. In the case of a severe snowstorm, CONTRACTOR has the right to delay the collection by one day (more if conditions warrant with CITY approval). Notification shall be made to the CITY as soon as possible under such circumstances. If such circumstances persist for more than seven (7) days or if after their cessation, CONTRACTOR is unable to render full or substantial performance for a period of seven (7) days, CONTRACTOR may terminate this Contract upon seven (7) days advance written notice to the CITY.
- 15.0 ASSIGNMENT OF CONTRACT**- No assignment of this Contract or any right accruing under this contract shall be made in whole or in part by CONTRACTOR without the express written consent of the CITY, which consent shall not be unreasonably withheld. The delegation of any Contract duties will require the written consent of the CITY and such delegation will not relieve CONTRACTOR or the CITY or any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting CONTRACTOR'S liability.
- 16.0 WAIVERS** -A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provisions itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.
- 17.0 ILLEGAL AND INVALID PROVISIONS** - Should any term, provision or other part of this Contract be declared illegal, it shall be excised and/or modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this contract be held to be inoperative, invalid, or unenforceable, then such provision or portion thereof shall be formed in accordance with applicable laws or regulations. In

both cases the remainder of the Contract shall not be affected but shall remain in full force and effect.

18.0 AMENDMENT TO CONTRACT- No modification or Amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of both parties. A signed original amendment shall be fastened to the original Contract with signed copies retained by all parties.

IN WITNESS WHEREOF, the contracting parties have executed this Contract on the date first written above, executed in duplicate.

CITY OF TIPTON, IOWA

WASTE MANGEMENT OF IOWA, INC.

By: _____

By: _____

Mayor

Date _____

Date _____

APPENDIX A
PRICING MATRIX

Description of Service	Monthly Fee
Commercial solid waste dumpsters (2 yd. once a week)	\$ _57.00_ per month / per unit
Commercial solid waste dumpsters (2 yd. twice a week)	\$ _114.00_ per month / per unit
Commercial solid waste dumpsters (3 yd. once a week)	\$ _72.00_ per month / per unit
Commercial solid waste dumpsters (3 yd. twice a week)	\$ _144.00_ per month / per unit
Commercial solid waste dumpsters (4 yd. once a week)	\$ _84.00_ per month / per unit
Commercial solid waste dumpsters (4 yd. twice a week)	\$ _168.00_ per month / per unit
Commercial solid waste dumpsters (6 yd. once a week)	\$ _107.00_ per month / per unit
Commercial solid waste dumpsters (6 yd. twice a week)	\$ _214.00_ per month / per unit
Commercial solid waste dumpsters (8 yd. once a week)	\$ _130.00_ per month / per unit
Commercial solid waste dumpsters (8 yd. twice a week)	\$ _260.00_ per month / per unit
Annual Increase	5% Annual Increase

Annual increase of a fixed 5% will be applicable on all charges for years 2-5 of the contract. The rates above are for the first 12 months of a new contract. Using a fixed % increase instead of a fluctuating CPI based index allows the City to accurately plan for City budget purposes.

Bulk items: \$60.00/item, to be pre-paid and pre-scheduled.

Appliances: \$100.00/item, to be pre-paid and pre-scheduled.

Year 1

Description of Service	Current Monthly WM Rates	w/8% Admin Fee	Proposed Monthly WM Rates	w/8% Admin Fee
Commercial solid waste dumpster (2 yd. once a week)	\$ 67.09	\$ 72.46	\$ 57.00	\$ 61.56
Commercial solid waste dumpster (2 yd. twice a week)	\$ 134.17	\$ 144.90	\$ 114.00	\$ 123.12
Commercial solid waste dumpster (3 yd. once a week)	\$ 100.64	\$ 108.69	\$ 72.00	\$ 77.76
Commercial solid waste dumpster (3 yd. twice a week)	\$ 201.30	\$ 217.40	\$ 114.00	\$ 123.12
Commercial solid waste dumpster (4 yd. once a week)	\$ 134.17	\$ 144.90	\$ 84.00	\$ 90.72
Commercial solid waste dumpster (4 yd. twice a week)	\$ 268.40	\$ 289.87	\$ 168.00	\$ 181.44
Commercial solid waste dumpster (6 yd. once a week)	\$ 201.30	\$ 217.40	\$ 107.00	\$ 115.56
Commercial solid waste dumpster (6 yd. twice a week)	\$ 402.56	\$ 434.76	\$ 214.00	\$ 231.12
Commercial solid waste dumpster (8 yd. once a week)	\$ 268.40	\$ 289.87	\$ 130.00	\$ 140.40
Commercial solid waste dumpster (8 yd. twice a week)	\$ 536.78	\$ 579.72	\$ 260.00	\$ 280.80

Proposed Monthly Republic Rates	w/8% Admin Fee
\$ 63.00	\$ 68.04
\$ 126.00	\$ 136.08
\$ 90.00	\$ 97.20
\$ 180.00	\$ 194.40
\$ 120.00	\$ 129.60
\$ 240.00	\$ 259.20
\$ 180.00	\$ 194.40
\$ 360.00	\$ 388.80
\$ 240.00	\$ 259.20
\$ 480.00	\$ 518.40

September 5, 2023

Mathews Memorial Airport
Brian Wagner
407 Lynn St
Tipton, IA 52772

Dear Brian:

Congratulations! The FY 2024 General Aviation Vertical Infrastructure Program Application you submitted with the Iowa DOT was approved for funding by the Iowa Transportation Commission on August 8, 2023. The grant award is for **85%** of eligible costs up to a maximum state share of **\$118,048** for the following project: .

Attached is a grant agreement between the airport sponsor and the Iowa DOT. The airport sponsor should review, sign, and email a signed copy to me. Hard copies are not required. **The airport sponsor has 90 days to sign the grant and return it to the Iowa DOT for our signature.** Any contracts not returned within the 90-day window may be canceled. Once received, the Iowa DOT will sign and return a fully executed contract to the sponsor. The airport sponsor is authorized to begin the project **after** receiving the contract with both Iowa DOT and Sponsor signatures in place.

Please review the agreement and note the Airport's responsibilities and assurances, required affirmative action, targeted small business and audit requirements. If the sponsor will be requesting reimbursement for engineering services, a copy of the agreement will need to be provided to the Iowa DOT. The Iowa DOT recommends that engineering agreements are either lump sum, or cost plus with fixed overhead rate and maximum dollar amount. Any engineering agreement more than \$150,000 must have a pre-audit completed by the Iowa DOT. All engineering agreements that are paid with state funds are subject to a final audit. Please include state related nondiscrimination and targeted small business clauses in your agreements.

A few important reminders as you prepare to get underway with the project:

- The project must be under obligation within 12 months.
- Please note that only expenses incurred on or after the Iowa DOT signature date on the agreement are eligible for reimbursement.
- Submit claims for reimbursement with copies of invoices, canceled checks or other documentation that the bills have been paid.

-
- **Please note that these funds revert two years after the end of the fiscal year for which the appropriation is made. Plan your project timeline accordingly.**
 - Reimbursement requests should be made in the same fiscal year that the work is completed. Reimbursement for work done near the end of a state fiscal year (June 30) must be requested by August 1.
 - A final acceptance form must be completed and submitted with the final claim for reimbursement. Required forms can be downloaded from the Aviation Web site at <https://iowadot.gov/aviation/airport-managers-and-sponsors/forms>.

If you have any questions regarding this information, please call me at 515-239-1048.

Good luck with your airport project!

Sincerely,

Shane Wright, C.M.
Program Manager

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2024
GENERAL AVIATION VERTICAL INFRASTRUCTURE PROGRAM (GAVI)**

THIS AGREEMENT is made between the Iowa Department of Transportation called the “Iowa DOT” and **City of Tipton**, hereafter the “SPONSOR”.

1.00 PURPOSE: The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the **Mathews Memorial Airport**, hereafter the “Airport”.

Improvements shall consist of:
Terminal Building Rehabilitation, as more clearly defined in the project application.

It shall be referred to as the “Project” and shall be identified by
Project number: **9I2408C4300**
Contract number: **CNTRT-00005812**

2.0 GENERAL PROVISIONS

- 2.01 The SPONSOR shall have 90 days to sign and return this agreement or the Iowa DOT reserves the right to revoke this grant.
- 2.02 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.
- 2.03 The Iowa DOT agrees to reimburse the SPONSOR **85%** of the eligible project costs, not to exceed the maximum amount payable of **\$118,048** incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding. Final reimbursement will be made up to the contract amount in whole dollars.
- 2.04 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180.
<https://www.legis.iowa.gov/docs/iac/chapter/761.180.pdf>
- Competitive bid procedures for all projects greater than \$196,000.
 - Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$109,000 and \$196,000
 - Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$81,000 and \$196,000,
 - Informal local procedures for projects less than the thresholds identified for competitive quotations.

The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering or architectural plans and specifications must be used. The SPONSOR shall submit any

plans, specifications and other contract documents to the Iowa DOT for its files.

- 2.05 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.
- 2.06 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.
- 2.07 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.
- 2.08 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.
- 2.09 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid. Only those eligible costs incurred after this agreement is executed shall be reimbursed, unless the SPONSOR receives written notice from the Iowa DOT that the Sponsor has authority to incur costs.
- 2.10 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.
- 2.11 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.
- 2.12 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Iowa DOT.

In accordance with Iowa Code Chapter 216, the SPONSOR shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

- 2.13 Funding will be available for reimbursement of the project for two years after the date of the agreement, unless appropriations are withdrawn under 2.11. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.
- 2.14 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.
- 2.15 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- 2.16 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.
- 2.17 The attached Exhibit(s) will apply and are hereby made a part of this agreement:
- Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)"

2.18

3.00 PROJECT CONDITIONS

3.01 The SPONSOR Agrees to:

- (a) Let contracts according to provisions of Chapter 26 of the Iowa Code and preside at all public hearings occasioned by the Project.
- (b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than \$150,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.
- (c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.
- (d) Obtain and provide the sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
- (e) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.
- (f) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.
- (g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.
- (h) Certify satisfactory completion of the Project by resolution or signed final acceptance

- form and provide a copy to the Iowa DOT.
- (i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.
 - (j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

4.00 SPECIAL PROVISIONS

- 4.01 The Project is for the sole purpose and use of aviation related activities and must be owned by the SPONSOR. The SPONSOR shall not lease airport space constructed with this grant to activities unrelated to aviation.

5.00 SPONSOR ASSURANCES

By authorizing execution of this agreement the SPONSOR hereby certifies that:

- 5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances. The SPONSOR retains responsibility for compliance with these assurances and all other provisions of this agreement, regardless of any arrangement for management or operation of the airport.
- 5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.
- 5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.
- 5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility that would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.
- 5.05 It will operate and maintain the facility in accordance with the minimum standards as

may be required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10.

- 5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.
- 5.07 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

6.00 EXECUTION OF THE AGREEMENT. By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this _____ day of _____, _____, on behalf of the SPONSOR.

By: _____ Attested: _____

Title: _____ Title: _____

Signed this ____ day of _____, _____, on behalf of the Iowa Department of Transportation.

By: _____
Tamara Nicholson
Director
Modal Transportation Bureau

Exhibit A

CONTRACT PROVISION

**Targeted Small Business (TSB)
Affirmative Action Responsibilities**
on
Non-Federal Aid Projects (Third-Party State-Assisted Projects)

September 2020

CONTRACT PROVISION
Targeted Small Business (TSB) Affirmative Action Responsibilities on
Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority Targeted
Small Business Certification Program 1963 Bell
Avenue, Suite 200

Des Moines, IA 50315 Phone:
(515-348-6159)

Website: <https://iowaeconomicdevelopment.com/tsb>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufacturers and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufacturers and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTORS SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6159) to identify potential material suppliers, manufacturers and contractors.

TSB Affirmative Action Responsibilities

- A. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- B. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are submitted. Maintain complete records of negotiations efforts.
- C. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.
- D. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- E. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

A. The bidder may count:

- 1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- 2) Work to be subcontracted to a TSB; or
- 3) Any other commercially useful function.

B. The contractor may count:

- 1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- 2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- 3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- 4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

- 1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- 2) Date of the contract.
- 3) Whether or not a TSB bid/quotation was received.
- 4) Whether or not the TSB's bid/quotation was used.
- 5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre- BID Contract Information Form.

C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contact Information Form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- 1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- 2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- 3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- 4) Were initial solicitations of interested TSBs followed up?
- 5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
- 6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- 7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- 8) Were services used of minority community organization, minority contractors' groups; local State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form 730007, "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C of this document prior to the contract award. Form 730007 can be found here: <https://forms.iowadot.gov/FormsMgt/External/730007.doc>

Contractor _____

Page# _____

Project# _____

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

County _____

City _____

(To Be Completed By All Bidders per the Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ _____

List items by name to be subcontracted:

**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-725-3132) or from its website at: <https://www.iowa.gov/tsb/index.php/home>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals? YES NO
If no, explain _____

2. Were qualified TSB firms notified of project? YES NO
If yes, by letter, telephone, personal contact, or other (specify) _____
If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? YES NO
If no, explain _____

4. Was a goal or percentage established for TSB participation? YES NO
If yes, what was the goal or percentage? _____
If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? YES NO
If no, what action was taken by Recipient? _____
Is documentation in files? YES NO

6. What was the dollar amount reimbursed to the Recipient from the Iowa Department of Transportation? \$ _____
What was the final project cost? \$ _____
What was the dollar amount performed by TSB firms? \$ _____

Name(s) and address(es) of the TSB firm(s) _____
(Use additional sheets if necessary)

Was the goal or percentage achieved? YES NO
If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE: 9/11/2023

AGENDA ITEM: Possible changes with TRIP, DRIP, and TIP Grant program

ACTION: Motion to approve, deny, or table.

SYNOPSIS: SYNOPSIS:

TRIP and DRIP are becoming more popular (which is wonderful for Tipton's business owners). However, the TRIP and DRIP funding is going out faster than we can reasonably claim it back through TIF. I'm asking the council to consider the following (if you want changes to be made this this program).

1. Rule changes would begin on January 1, 2024 (with current approved applications being grandfathered)
2. TRIP, DRIP, and TIP grants would have a \$5,000 maximum, no longer \$7,500.
3. Instead of the current 1:1 match change to a 2:1 match so to qualify for a \$5,000 the project would have to be worth \$15,000. Or rather than \$15,000, consider \$20,000 with 3:1 match.
4. Projects must be completed within year of council approval.
5. Applicants can't apply for another project at the same property for a minimum of two years.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

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

ATTACHMENTS: None

DATE PREPARED: 8/22/2023

AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	9/11/2023
AGENDA ITEM:	Food Truck/Mobile Food Vendor Permits
ACTION:	Motion to approve, deny, or table.

SYNOPSIS: SYNOPSIS:

Food Trucks are a fast and popular industry and are usually owned and operated by local small business owners. Along with such growth, we've seen a need to have some regulation (such as where/when they can park and how often) and some fairness to businesses that pay property taxes. To do this, we looked at assessed property values and property taxes paid per square foot by in-town restaurants to create a permit fee structure that the Council can set and modify by resolution.

All Food Trucks and Mobile Food vendors will be required to have all necessary state/county licenses and a city permit and these documents must be posted at the physical location during their operating hours.

The vendor is required to complete the City of Tipton's application which must be approved by city staff prior to setting up for business.

No food truck/mobile food vendor will be allowed to operate within city limits without these requirements.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

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

ATTACHMENTS: Application for Food Truck/Mobile Food Vendor Permit

DATE PREPARED: 8/22/2023

City of Tipton

Application for Food Truck/Mobile Food Vendor Permit

Business name: _____

Business contact name: _____

Business phone and email: _____

Business address: _____

Type of permit: (circle one)

One-Day permit: (\$25) 3-Day permit (\$50) Semi-Annual Permit (\$125) Annual Permit (\$250)

Description of vehicle, trailer, or cart (including the total weight of each) used for business:

Summary of cuisine and beverages sold:

If you are planning to operate on private property, where do you have in mind?

Planned locations of operation:

Address 1 _____

Location of property _____

Additional addresses: Describe on back of page or additional page.

If you are planning to operate on City/public property, please limit your choices to the list of designated locations shown on the reverse side of this page. Designated locations are offered at no additional fee if they are reserved beforehand. Locations are available on a "first come, first served" basis.

Check if business has:

____ State Mobile Food Unit License (attached)

____ Arrangements for trash/grease/fat disposal

____ Appropriate Retail Sales Tax Permit

____ Written approval from property owner

**You are responsible for all necessary health permits and associated fees for a Food Service Permit. Compliance with the State of Iowa and/or Cedar County Health regulations is the sole responsibility of the applicant. Proof of liability insurance is required, and your food permit MUST at all times be posted at the physical location during your operating hours.

For each time you use this permit, you must schedule your Food Truck/Trailer/cart with Linda Beck at 563-886-4597 or lbeck@tiptoniowa.org and receive prior approval. Please return this application with fee to City Hall located at 407 Lynn Street or call at 563-886-6187.

By signing below, I agree to abide by the rules set out by this form, City ordinances, and State law. Further, I understand that noncompliance with any of these may result in the suspension or revocation of this or future permits.

Signature of Applicant

Date

Signature of City Representative

Date

Food Truck Designated Areas

Green Space

West Fourth Street (by green space)

West Fifth Street (Near old Keller's Building)

West 6th Street (Near L & B's Pour House)

Parking Area North of Courthouse

Other

Describe:

Time approved to be in this area: _____

ORDINANCE NO. 591

AN ORDINANCE AMENDING CHAPTER 122 'PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS' OF THE CODE OF ORDINANCES OF THE CITY OF TIPTON, IOWA

BE IT ENACTED by the City Council of the City of Tipton, Iowa:

SECTION 1. CHAPTER TITLE AMENDED BY DELETION AND REPLACEMENT. The title of Chapter 122, 'Peddlers, Solicitors and Transient Merchants', shall be deleted and replaced with the following title. 'Peddlers, Solicitors, Transient Merchants and Mobile Food Vendors'

SECTION 2. SECTIONS AMENDED BY DELETION AND REPLACEMENT. Chapter 122, §122.01, 122.03, 122.04, 122.05, 122.08, and 122.10 shall be deleted in their entirety and replaced with the following:

122.01 PURPOSE. The purpose of this chapter is to protect residents of the City against fraud, unfair competition and intrusion into the privacy of their homes by licensing and regulating peddlers, solicitors, transient merchants, and food trucks.

122.03 LICENSE REQUIRED. Any person engaging in peddling, soliciting, the business of a transient merchant, or operating a food truck in the City without first obtaining a license as herein provided is in violation of this chapter.

122.04 APPLICATION FOR LICENSE. An application in writing shall be filed with the City Clerk for a license under this chapter. Such application shall set forth the applicant's name, permanent and local address and business address if any. The application shall also set forth the applicant's employer, if any, and the employer's address, the nature of the applicant's business, the last three places of such business and/or business operations, and the length of time sought to be covered by the license. An application fee, as set by Resolution of the City Council, as amended from time to time, and set forth in the City Application, shall be submitted with the application.

122.05 LICENSE TIMEFRAME and FEES. Applicants whose applications are approved, shall pay license fees for the licensure timeframe as set by Resolution of the City Council, as amended from time to time, and set forth within and/or as an attachment to City Application.

122.08 DISPLAY OF LICENSE. Each solicitor or peddler shall keep such license in possession at all times while doing business in the City and shall, upon the request of prospective customers, exhibit the license as evidence of compliance with all requirements of this chapter. Transient Merchants and Mobile Food Vendors shall publicly display such license in the merchant's place of business, business location, in a location visible to the public.

122.10 TIME and SERVICE RESTRICTIONS. All peddler's and solicitor's licenses shall provide that said licenses are in force and effect only between the hours of 8:00 a.m. and 7:00 p.m. Mobile Food Vendors shall be limited to serving the Public under the license no more than one day per week during any licensure period, absent express language in the License granting additional

((service privileges to account for special events, festivals, and the like. No Mobile Food Vendor may set up or serve the public from public property unless specifically licensed to do so, the City reserving the right to approve or disapprove of the use of Public Property and to limit the use of and/or timeframes during which a licensee may use Public Property. Mobile Food Vendor license time frame limits may be set by Resolution of the Council, in the sole discretion of the City Council, in consideration of the application terms and provisions.

SECTION 3. SECTION AMENDED BY ADDITION. Chapter 122, §122.02 shall be amended by adding §122.02(4), which shall read as follows

122.02 DEFINITIONS. For use in this chapter the following terms are defined:

4. "Mobile Food Vendor" means a person engaged in the business of selling food or beverages from a mobile food unit, which shall include but not necessarily be limited to a self-contained motorized vehicle, trailer, or pushcart; "Pushcart" being a non-motorized vehicle with dimensions not to exceed four (4) feet in width and eight (8) feet in length and eight (8) feet in height and being capable of being moved and kept under control by one person traveling on foot.

SECTION 4. SEVERABILITY CLAUSE. 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. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the ____ day of _____, 2023, and approved this ____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

First Reading: _____, 2023

Second Reading: _____, 2023

Third Reading: _____, 2023

I certify that the foregoing was published as Ordinance No. ____ on the ____ day of _____, 2023.

City Clerk

RESOLUTION NO. 091123C

RESOLUTION SETTING LICENSE FEES
PER ORDINANCE NO. 591, SECTION 122.05 LICENSE TIMEFRAME AND FEES

WHEREAS, the City Council of the City of Tipton is pursuing the adoption of Ordinance No. 591, An Ordinance Amending Chapter 122 “Peddlers, Solicitors, Transient Merchants, and Mobile Food Vendors (including Food Trucks)” of the Code of Ordinances of the City of Tipton, Iowa; and

WHEREAS, Ordinance No. 591 includes this section:

122.05 LICENSE TIMEFRAME and FEES. Applicants whose applications are approved, shall pay license fees for the licensure timeframe as set by Resolution of the City Council, as amended from time to time, and set forth within and/or as an attachment to City Application.

AND, WHEREAS, the purpose of this Resolution is to set license fees as follows:

One-Day Permit	\$ 25.00
Three-Day Permit	\$ 50.00
Semi-Annual Permit	\$125.00
Annual Permit	\$250.00

NOW, THEREFORE, Be It Resolved, the City Council of the City of Tipton hereby sets license fees accordingly with those fees being effective upon the publication of Ordinance No. 591.

PASSED AND APPROVED this 11th day of September 2023.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution No. _____ which was passed by the Tipton City Council this 11th day of September 2023.

Amy Lenz, City Clerk

