

City of Tipton, Iowa

Meeting: Tipton City Council Meeting
Place: Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772
Date/Time: Monday, July 21, 2025, 5:30 p.m.
Web Page: www.tiptoniowa.org
Posted: Friday, July 18, 2025 (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: Tammi Goerd

Council at Large:	Abby Cummins-VanScoy	Council At Large:	Jason Paustian
Council Ward #1		Council Ward #2	Mike Helm
Council Ward #3	Luke Johnston	City Attorney:	Lynch Dallas, P.C.
City Manager:	Brian Wagner	Gas Supt:	Darren Lenz
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:

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 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, July 7, 2025
2. Approval - Investment and Treasurer's Report, June 2025
3. Approval – Liquor license renewal, Family Foods
4. Approval – Liquor license renewal, Mi Tierra
5. Approval – Proposal to replace budgeted computer equipment.
6. Approval – Tiger Prowl 5K, August 23, 2025
7. Approval – Last day for outdoor pools to be open will be Sunday, August 17th

8. Approval – THS swim team morning practices at James Kennedy Family Aquatic Center
9. Approval – Claims Register which includes claims paid under the current Purchase Policy

G. Public Hearing

1. Public hearing on sale of city owned residential properties.
2. Public hearing on vacancy in the office of First Ward council member.

H. City Business

1. Discussion and possible action concerning gas rate increase.
2. Resolution No. 072125A: Resolution approving sale and transfer of city owned real estate.
3. Discussion and possible action concerning seal coat on Plum Street (5th to 7th)
4. Resolution No. 072125C: Resolution approving grant offer for Airport Improvement Project No.3-19-0134-010-2025
5. Discussion and possible action concerning moving the September council meetings to September 8th and September 22nd
6. Resolution No. 072125B: Resolution appointing _____ to fill the vacancy of First Ward council person.

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

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

J. Adjournment

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

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

July 7, 2025
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 Goerdts called the meeting to order. Upon roll being called the following named council members were present: Paustian, Cummins, Johnston and Helm. Also present: Wagner, Lenz, Nash, DuFour, Spangler, Walsh, B. Brennan, Ratliff, Terry Goerdts, other visitors, and the press.

Agenda:

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

Consent Agenda:

Motion by Helm, second by Johnston to approve the consent agenda which includes June 16th Council Meeting Minutes, use of north parking lot of the Courthouse for Cedar County Public Health and Wellness Fair on August 1st, Downtown Revitalization Incentive Program request for Milligan Acquisitions at 513 Cedar Street, Tipton Revitalization Incentive Program request for Tipton Chiropractic and Health Center at 200 West South Street, appointment of Karen Anderson to Library Board, Animal Housing Services Agreement with Muscatine Humane Society, and the following claims list. Following the roll call vote the motion passed unanimously.

ACCESS SYSTEMS LEASING	COPIER AGREEMENT	1496.18
AFLAC	AFLAC AFTER TAX PY W/HOLDING	584.78
ALLIANCE ELECTRIC SERVICES	INSTALL ELECTRICAL PARK SHLTR	17933.92
ATLANTIC COCA-COLA	DRINK ORDER	1529.65
AXA EQUI-VEST PROCESSING	DEF. COMP PRETAX	200.00
BAKER & TAYLOR	BOOKS	556.06
BANLEACO	LEASE	105.60
BLUE CROSS/BLUE SHIELD	BCBS HEALTH INSURANCE PYMT	33509.37
BOUND TREE MEDICAL	MEDICAL SUPPLIES	333.08
CAPITAL ONE	SUPPLIES	48.13
CEDAR COUNTY EMERGENCY	ASSESSMENT	16352.25
CEDAR COUNTY ENGINEER	DSL	1255.00
CENTRAL IOWA DISTRIBUTING	MISC SUPPLIES	90.00
CINTAS	UNIFORMS	1103.35
CINTAS CORPORATION	FIRST AID SUPPLIES	265.51
CITY OF TIPTON	MISC. EMPLOYEE REIMBURSEMENTS	250.00
CITY OF TIPTON FUNDS	ADMIN SERVICES	441406.15
CITY OF TIPTON-REVOLVING C	CENTRAL GARAGE REPAY	29070.70
CITY UTILITIES	CITY UTILITIES	15102.20
CJ COOPER & ASSOCIATES INC	PRE EMPLOYMENT AUSTIN LENZ	15.00
COLLECTION SERVICES CENTER	CHILD SUPPORT	59.52
COMMUNITY INSURANCE	EQUIPMENT, CRIME RENEWALS	21444.61
COPY SYSTEMS	BASE & COPIES	145.20
CORE-MARK MIDCONTINENT INC	FOOD ORDER	6606.45
CRESCENT ELECTRIC SUPPLY	SUPPLIES	43.65
D & R PEST CONTROL	D & R PEST CONTROL	395.60
DAVE & SALLY KRUSE	TIF REBATE	23225.82

DR DARLENE A EHLERS	JULY RENT	575.00
ECIA	DUES	1711.26
EMC INSURANCE COMPANIES	ANNUAL RENEWAL	429639.00
ENVIRONMENTAL SYSTEMS	ARGIS PRIMARY MAINTENANCE	460.00
ERIC STORJOHANN	2 BURIALS	1150.00
FELD FIRE	MISC SUPPLIES	2085.00
FLETCHER-REINHARDT	METER SUPPLIES	745.25
FUSION SITE MIDWEST LLC	PORT A POTTIE SERVICES	425.60
GARDEN & ASSOCIATES INC	SPRUCE ST RECONSTRUCTION	7820.13
GOERDT INSPECTION	CONTRACT PAY JULY	2500.00
GRASSHOPPER LAWN CARE	MAY MOWING	500.00
HASTY AWARDS	MEDALS	407.56
HAWKINS INC	CHEMICALS	3282.85
HUPP ELECTRIC MOTORS INC	CRANE INSPECTIONS	3360.60
I.R.S.	FEDERAL WITHHOLDING	27737.62
IAMU	SGEI SAFETY TRAINING	2720.58
IOWA LEAGUE OF CITIES	DUES	2171.00
IOWA ONE CALL	LOCATES	187.20
IPERS	IPERS WITHHOLDING	16526.00
JOHNSON COUNTY AMBULANCE	ALS SERVICE	400.00
KILBURG EQUIPMENT LLC	REPAIR PARTS #35	2602.70
KPE ENGINEERING	AQUATIC CENTER	511.44
LAWSON PRODUCTS INC	SHOP SUPPLIES	269.22
ELECTRONICS INC	ALARM SERVICE	120.00
LOWDEN PLUMBING & HEATING	SHOWER REPAIRS	139.10
LYNCH DALLAS PC	LEGAL SERVICES	40.00
MANATTS INC	SHOULDER ROCK	1783.20
MARCIA MEYERS	JULY RENT	600.00
MELISSA ARMSTRONG	SUMMER OFFICE SHIRTS	58.30
MIDAMERICAN ENERGY COMPANY	JULY CASH REQUEST	28000.00
MIDWEST WHEEL COMPANIES	REPAIR PARTS #24	226.22
MISC. VENDOR	MISC VENDORS	4136.26
MITCHELL 1	WEB SUBSCRIPTION	329.02
MUNICIPAL SUPPLY INC	METER SUPPLIES	1066.00
NEWCOM TECHNOLOGIES INC	LICENSE SERVICE AGREEMENT	595.00
NILES CHIROPRACTIC	PRE EMPLOY SCREENING	25.00
NORTHWAY WELL AND PUMP	WELL #5 REFURBISH	96085.51
O'ROURKE MOTORS INC	TIF REBATE	21249.07
OFFICE EXPRESS	OFFICE SUPPLIES	18.54
OFFICE MACHINE CONSULTANTS	MANAGEMENT NETWORK SERVICES	2935.00
ORIGIN DESIGN	CEDAR ST & UTILITIES IMPRVMENTS	10002.25
PCC	MARCH BILLING	8825.22
PEDIATRIC EMERGENCY STANDARD	ANNUAL SUBSCRIPTION	1837.50

POSTAL SOURCE	INK CARTRIDGE	350.95
POWER LINE SUPPLY	UNDERGROUND SUPPLIES	205.19
PRINCIPAL	PRINCIPAL DENTAL POLICY	2404.46
QUADIENT FINANCE USA INC	POSTAGE	2000.00
RODNEY'S YARD MOWING	JUNE MOWING	1900.00
SHERMCO INDUSTRIES INC	SCAADA ENGINEERING	3772.50
SPINUTECH INC	LICENSE, SUPPORT, HOSTING	885.00
STAPLES	OFFICE SUPPLIES	86.98
STUART C IRBY CO	TESTING	1349.49
SUNBELT SOLOMON SERVICES	TRANSFORMER	4900.60
T & M CLOTHING	4 SHIRTS	290.00
TAWNYA NAMER	SUPPLIES	17.67
THE AUTO SHOP	PHONE SERVICE/SUPPLIES	168.23
THE HARTFORD	SPECIAL RISK HEALTH	1565.00
TIPTON ELECTRIC MOTORS	UPS CHARGES	51.83
TREASURER, STATE OF IOWA	STATE WITHOLDING	2879.46
TYLER ROOS TR ARTWORKS	MURAL	2500.00
TYLER TECHNOLOGIES INC	ANNUAL MAINTENANCE SOFTWARE	30684.78
ULINE	20 SAFETY CONES	848.28
UNITED STATES TREASURY	PCORI FEE	107.57
VESTIS	BLDG MAINT SUPPLIES	731.16
WERLING ABSTRACT COMPANY	ABSTRACT	3850.00
WINDSTREAM	MONTHLY SERVICES	934.52
WING PC	MEDICAL DIRECTOR	500.00
WRIGHT LAWN CARE	CONTRACT PAY JULY	358.33
** TOTAL **		1362328.98
FUND TOTALS		
001 GENERAL GOVERNMENT		407930.00
110 ROAD USE TAX FUND		20226.07
112 TRUST AND AGENCY FUND		50232.00
121 LOCAL OPTION TAX		22228.44
125 TIF SPECIAL REVENUE FUND		74588.71
160 ECONOMIC/INDUSTRIAL DEV		167.80
189 LIBRARY TRUST FUND		48.00
192 FIRE ENTERPRISE TRUST		4998.00
216 GO CP BONDS SERIES		2721.12
317 GO CP 2023		10002.25
600 WATER OPERATING		147443.58
610 WASTEWATER/AKA SEWER REV		83483.47
630 ELECTRIC OPERATING		253740.81
640 GAS OPERATING		49483.60
660 AIRPORT OPERATING		16156.84
670 GARBAGE COLLECTION		28490.54

740	STORM WATER	6531.77
810	CENTRAL GARAGE	111097.54
820	PSF HEALTH INSURANCE	107.57
835	ADMINISTRATIVE SERVICES	40165.10
860	PAYROLL ACCOUNT	32485.77
	GRAND TOTAL	1362328.98

Payroll Amount for June 2025 \$239,751.99

Public Hearing

1. Public hearing on a proposal to enter into an Electric Revenue Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$2,125,000

Motion by Cummins, second by Johnston to open the public hearing at 5:33 p.m. Following the roll call vote the motion passed unanimously.

With no written or oral objections, a motion was made by Cummins, second by Paustian to close the public hearing at 5:34 p.m. Following the roll call vote the motion passed unanimously.

2. Public hearing on proposed sale of city owned property.

Motion by Helm, second by Paustian to open the public hearing at 5:35 p.m. Following the roll call vote the motion passed unanimously.

With no written or oral objections, a motion was made by Paustian, second by Helm to close the public hearing at 5:36 p.m. Following the roll call vote the motion passed unanimously.

City Business

1. Resolution No. 070725A: Resolution taking on additional action on a proposal to enter into an Electric Revenue Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$2,125,000

Motion by Paustian, second by Helm to approve Resolution No. 070725A, the resolution taking on additional action on a proposal to enter into an Electric Revenue Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$2,125,000. Following the roll call vote the motion passed unanimously.

2. Resolution No. 070725B: Resolution authorizing the sale of city owned real estate.

Motion by Paustian, second by Cummins to approve Resolution No. 070725B, the resolution authorizing the sale of city owned real estate. Following the roll call vote the motion passed unanimously.

3. Clarifying the length of the urban revitalization (tax exemption) for Rosh Villages

Motion by Paustian, second by Cummins to leave it at 10 years. Following the roll call vote the motion passed unanimously.

4. Heat and air conditioning for west mechanical room at James Kennedy Family Aquatic Center

Motion by Cummins, second by Helm to approve the quote with Fosters Kraus for the heat and air conditioning for west mechanical room at James Kennedy Family Aquatic Center. Following the roll call vote the motion passed unanimously.

5. ADA lift for lazy river at James Kennedy Family Aquatic Center

Motion by Johnston, second by Cummins to approve the quote with Carrico Aquatic Resources for the ADA lift for the lazy river at James Kennedy Family Aquatic Center. Following the roll call vote the motion passed unanimously.

6. Fuel tank cleaning for power plants.

Motion by Paustian, second by Helm to approve the quote from Seneca contingent on striking out language concerning liability limit. Following the roll call vote the motion passed unanimously.

7. Move August Council Meetings

Motion by Helm, second by Cummins to approve moving the August council meetings to August 11th and August 25th. Following roll call vote the motion passed unanimously.

8. Resolution No. 070725C: Resolution scheduling public hearing on proposed amendments to Chapter 166 of the City Code, creating a Public Use Zoning District and amending other zoning provisions related thereto.

Motion by Helm, second by Cummins to approve Resolution No. 070725C, the resolution approving to schedule a public hearing on August 25th, on proposed amendments to Chapter 166 of the City Code, creating a Public Use Zoning District and amending other zoning provisions related thereto. Following the roll call vote the motion passed unanimously.

9. Select a preliminary most favored proposal for each of four city owned residential lots with each proposal being subject of a public hearing and final decision at the council meeting on July 21st.

Motion by Cummins, second by Johnston to approve the sale of 323 West 8th Street to Casey Smith. Following the roll call vote the motion passed unanimously.

Motion by Cummins, second by Johnston to approve the sale of 102 East 11th Street to Casey Smith. Following the roll call vote the motion passed unanimously.

Motion by Cummins, second by Helm to approve the sale of 205 Spruce Street to Richard Allen Nylin. Following the roll call vote the motion passed unanimously.

Motion by Cummins, second by Johnston to approve the sale of 403 West 3rd Street to Tristin Sorgenfrey. Following the roll call vote the motion passed unanimously.

Reports from City Manager/Department Heads

1. City Manager Wagner stated that he will be retiring as of December 31, 2025.

Adjourn:

With no further business to come before the council a motion to adjourn was made by Cummins, second by Paustian. Following the roll call vote the motion passed unanimously.

Meeting adjourned at 6:39 p.m.

Mayor_____

Attest:_____

City Clerk

Ending Cash Bal	5,942,084.14
O/S Deposits	-6,932.10
O/S Checks	646,284.12
CC Cleared	0.00
CC Outstanding	2,762.61
Bank Balance	6,584,198.77

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O/S Deposits	-6,932.10
O/S Checks	646,284.12
CC Cleared	0.00
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Bank Balance	6,584,198.77

0.00

	BEGINNING FUND BALANCE	YTD REVENUES	YTD EXPENSES	ENDING FUND BALANCE
001-GENERAL GOVERNMENT	729,616.11CR	3,776,807.02CR	4,033,218.08	473,205.05CR
110-ROAD USE TAX FUND	780,124.33CR	455,999.13CR	611,482.46	624,641.00CR
112-TRUST AND AGENCY FUND	47,611.21CR	607,682.51CR	602,795.00	52,498.72CR
119-Emergency Fund	5,698.22CR	0.00	0.00	5,698.22CR
121-LOCAL OPTION TAX	383,090.14CR	901,388.67CR	1,037,626.91	246,851.90CR
125-TIF SPECIAL REVENUE FUND	9,726.07CR	289,917.59CR	274,238.71	25,404.95CR
160-ECONOMIC/INDUSTRIAL DEVEL	186,074.14CR	652,103.64CR	269,699.79	568,477.99CR
168-AQUATIC CENTER CAMPAIGN F	576,279.12	0.00	0.00	576,279.12
189-LIBRARY TRUST FUND	26,261.33CR	3,451.31CR	4,841.50	24,871.14CR
190-P S SHARE FUND	49,805.21CR	4,480.40CR	1,000.00	53,285.61CR
192-FIRE ENTERPRISE TRUST	243,140.88CR	119,996.53CR	59,987.00	303,150.41CR
202-ELECTRIC REVENUE BONDS	0.00	174,052.17CR	173,522.78	529.39CR
203-06 ELECTRIC SUBSTATION RE	526,947.50CR	236,845.97CR	226,900.00	536,893.47CR
208-WW/SEWER REVENUE BOND SIN	136,981.67CR	582,321.01CR	576,728.18	142,574.50CR
208-WW/SEWER REVENUE BOND SIN	136,981.67CR	582,321.01CR	576,728.18	142,574.50CR
216-GO CP BONDS SERIES 2011B	2,717.53CR	3.59CR	2,721.12	0.00
222-GO BOND 2015 DEBT SERVICE	90,377.62CR	109,934.13CR	106,650.00	93,661.75CR
224-GO BOND DEBT SERVICE	11,064.02CR	166,022.42CR	175,102.50	1,983.94CR
226-GO BOND SERIES 2021	20,168.95CR	252,268.55CR	233,210.00	39,227.50CR
228-GO BOND SERIES 2023	267,946.99CR	306,411.20CR	283,400.00	290,958.19CR
317-GO CP 2023	1,522,713.83CR	1,649,369.27CR	3,376,162.53	204,079.43
319-INDUSTRIAL FEEDER PROJECT	337,460.69CR	0.00	90,655.29	246,805.40CR
500-CEMETERY TRUST FUND	124,581.32CR	6,327.34CR	0.00	130,908.66CR
600-WATER OPERATING	886,467.11CR	683,777.80CR	540,265.17	1,029,979.74CR
610-WASTEWATER/AKA SEWER REVE	499,309.31CR	1,068,720.20CR	1,078,794.03	489,235.48CR
630-ELECTRIC OPERATING	425,319.95CR	4,925,611.53CR	5,074,088.10	276,843.38CR
631-ELECTRIC DEVELOPMENT	9,233.54CR	154.40CR	0.00	9,387.94CR
632-ELECTRIC RENEWAL/REPLACEM	403,124.30CR	6,741.56CR	0.00	409,865.86CR
633-ELECTRIC RESERVE	442,043.57CR	14,575.80CR	0.00	456,619.37CR
634-ELECTRIC BOND/INT RESERVE	293,785.08CR	11,142.86CR	0.00	304,927.94CR
640-GAS OPERATING	466,974.30CR	2,108,692.65CR	2,046,026.93	529,640.02CR
641-GAS D.E.I.	16,982.34CR	558.18CR	0.00	17,540.52CR
660-AIRPORT OPERATING	76,615.47CR	150,900.56CR	233,740.05	6,224.02
670-GARBAGE COLLECTION	147,619.93CR	602,292.26CR	638,193.47	111,718.72CR
740-STORM WATER	339,724.70CR	108,246.70CR	218,265.38	229,706.02CR
810-CENTRAL GARAGE	130,914.76CR	514,505.89CR	571,354.72	74,065.93CR
820-PSF HEALTH INSURANCE	61,848.02CR	119,026.09CR	110,219.51	70,654.60CR
835-ADMINISTRATIVE SERVICES	118,069.45CR	639,915.13CR	571,052.64	186,931.94CR
860-PAYROLL ACCOUNT	1,305.19CR	0.00	0.00	1,305.19CR
950-ELECTRIC METER DEPOSITS	11,410.03CR	11,652.09CR	10,740.00	12,322.12CR
951-WATER METER DEPOSITS	1,448.03CR	5,018.65CR	4,470.00	1,996.68CR
952-GAS METER DEPOSITS	7,797.17CR	9,546.14CR	7,130.00	10,213.31CR
GRAND TOTAL FUND BALANCE	9,402,802.56CR	21,858,781.95CR	23,821,010.03	7,440,574.48CR

*** END OF REPORT ***

CITY OF TIPTON
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

PAGE: 1

% OF YEAR COMPLETED:100.00

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>001-GENERAL GOVERNMENT</u>							
TOTAL REVENUE	3,432,220.60	3,400,815.03	3,635,353.00	293,974.61	3,776,807.02 (	141,454.02)	103.89
TOTAL EXPENDITURES	<u>3,581,735.38</u>	<u>3,082,846.94</u>	<u>3,754,282.00</u>	<u>605,086.55</u>	<u>4,033,218.08 (</u>	<u>278,936.08)</u>	<u>107.43</u>
REVENUES OVER/ (UNDER) EXPENDITURES	(149,514.78)	317,968.09	(118,929.00)	(311,111.94)	(256,411.06)	137,482.06	215.60
<u>110-ROAD USE TAX FUND</u>							
TOTAL REVENUE	534,783.19	582,539.22	437,249.00	49,293.65	455,999.13 (	18,750.13)	104.29
TOTAL EXPENDITURES	<u>656,114.49</u>	<u>164,732.07</u>	<u>761,977.50</u>	<u>26,527.65</u>	<u>611,482.46</u>	<u>150,495.04</u>	<u>80.25</u>
REVENUES OVER/ (UNDER) EXPENDITURES	(121,331.30)	417,807.15	(324,728.50)	22,766.00	(155,483.33)	169,245.17)	47.88
<u>112-TRUST AND AGENCY FUND</u>							
TOTAL REVENUE	571,235.00	572,998.51	602,795.00	8,796.59	607,682.51 (	4,887.51)	100.81
TOTAL EXPENDITURES	<u>571,235.00</u>	<u>571,235.00</u>	<u>602,795.00</u>	<u>50,232.00</u>	<u>602,795.00</u>	<u>0.00</u>	<u>100.00</u>
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	1,763.51	0.00	(41,435.41)	4,887.51	(4,887.51)	0.00
<u>121-LOCAL OPTION TAX</u>							
TOTAL REVENUE	360,000.00	412,858.43	391,500.00	529,480.17	901,388.67 (	509,888.67)	230.24
TOTAL EXPENDITURES	<u>450,000.00</u>	<u>400,530.25</u>	<u>1,090,000.00</u>	<u>21,717.00</u>	<u>1,037,626.91</u>	<u>52,373.09</u>	<u>95.20</u>
REVENUES OVER/ (UNDER) EXPENDITURES	(90,000.00)	12,328.18	(698,500.00)	507,763.17	(136,238.24)	(562,261.76)	19.50
<u>125-TIF SPECIAL REVENUE FUND</u>							
TOTAL REVENUE	250,902.00	252,754.57	289,109.00	17,753.70	289,917.59 (	808.59)	100.28
TOTAL EXPENDITURES	<u>405,902.00</u>	<u>396,358.47</u>	<u>274,581.00</u>	<u>74,588.71</u>	<u>274,238.71</u>	<u>342.29</u>	<u>99.88</u>
REVENUES OVER/ (UNDER) EXPENDITURES	(155,000.00)	(143,603.90)	14,528.00	(56,835.01)	15,678.88	(1,150.88)	107.92
<u>160-ECONOMIC/INDUSTRIAL DEVEL</u>							
TOTAL REVENUE	268,786.00	270,656.19	290,899.00	356,177.24	652,103.64 (	361,204.64)	224.17
TOTAL EXPENDITURES	<u>183,945.00</u>	<u>234,805.45</u>	<u>375,000.00</u>	<u>167.80</u>	<u>269,699.79</u>	<u>105,300.21</u>	<u>71.92</u>
REVENUES OVER/ (UNDER) EXPENDITURES	84,841.00	35,850.74	(84,101.00)	356,009.44	382,403.85	(466,504.85)	454.70-
<u>168-AQUATIC CENTER CAMPAIGN F</u>							
<u>189-LIBRARY TRUST FUND</u>							
TOTAL REVENUE	9,514.00	10,262.07	1,896.00	46.05	3,451.31 (	1,555.31)	182.03
TOTAL EXPENDITURES	<u>1,667.00</u>	<u>509.69</u>	<u>26,600.00</u>	<u>1,760.40</u>	<u>4,841.50</u>	<u>21,758.50</u>	<u>18.20</u>
REVENUES OVER/ (UNDER) EXPENDITURES	7,847.00	9,752.38	(24,704.00)	(1,714.35)	(1,390.19)	23,313.81)	5.63
<u>190-P S SHARE FUND</u>							
TOTAL REVENUE	2,000.00	6,476.47	2,000.00	221.48	4,480.40 (	2,480.40)	224.02
TOTAL EXPENDITURES	<u>2,000.00</u>	<u>1,000.00</u>	<u>2,000.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>1,000.00</u>	<u>50.00</u>
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	5,476.47	0.00	221.48	3,480.40	(3,480.40)	0.00

CITY OF TIPTON
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

% OF YEAR COMPLETED:100.00

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>192-FIRE ENTERPRISE TRUST</u>							
TOTAL REVENUE	105,054.00	106,312.50	118,080.00	4,475.32	119,996.53 (	1,916.53)	101.62
TOTAL EXPENDITURES	65,587.00	65,586.12	59,987.00	4,998.00	59,987.00	0.00	100.00
REVENUES OVER/(UNDER) EXPENDITURES	39,467.00	40,726.38	58,093.00 (	522.68)	60,009.53 (	1,916.53)	103.30
<u>202-ELECTRIC REVENUE BONDS</u>							
TOTAL REVENUE	0.00	0.00	173,523.00	14,460.61	174,052.17 (	529.17)	100.30
TOTAL EXPENDITURES	0.00	0.00	173,523.00	0.00	173,522.78	0.22	100.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	14,460.61	529.39 (	529.39)	0.00
<u>203-06 ELECTRIC SUBSTATION RE</u>							
TOTAL REVENUE	227,900.00	236,121.13	226,900.00	19,527.50	236,845.97 (	9,945.97)	104.38
TOTAL EXPENDITURES	227,900.00	227,900.00	226,900.00	250.00	226,900.00	0.00	100.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	8,221.13	0.00	19,277.50	9,945.97 (	9,945.97)	0.00
<u>208-WW/SEWER REVENUE BOND SIN</u>							
TOTAL REVENUE	204,308.00	208,409.95	576,729.00	48,224.51	582,321.01 (	5,592.01)	100.97
TOTAL EXPENDITURES	204,308.00	204,308.00	576,729.00	499,564.18	576,728.18	0.82	100.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	4,101.95	0.00 (	451,339.67)	5,592.83 (	5,592.83)	0.00
<u>208-WW/SEWER REVENUE BOND SIN</u>							
TOTAL REVENUE	204,308.00	208,409.95	576,729.00	48,224.51	582,321.01 (	5,592.01)	100.97
TOTAL EXPENDITURES	204,308.00	204,308.00	576,729.00	499,564.18	576,728.18	0.82	100.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	4,101.95	0.00 (	451,339.67)	5,592.83 (	5,592.83)	0.00
<u>216-GO CP BONDS SERIES 2011B</u>							
TOTAL REVENUE	0.00	198.94	0.00	0.00	3.59 (	3.59)	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	2,721.12	2,721.12 (	2,721.12)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	198.94	0.00 (	2,721.12)	2,717.53)	2,717.53	0.00
<u>222-GO BOND 2015 DEBT SERVICE</u>							
TOTAL REVENUE	104,502.00	106,675.69	106,650.00	5,038.42	109,934.13 (	3,284.13)	103.08
TOTAL EXPENDITURES	104,502.00	104,500.00	106,650.00	250.00	106,650.00	0.00	100.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	2,175.69	0.00	4,788.42	3,284.13 (	3,284.13)	0.00
<u>224-GO BOND DEBT SERVICE</u>							
TOTAL REVENUE	179,603.00	161,134.17	175,103.00	9,795.15	166,022.42	9,080.58	94.81
TOTAL EXPENDITURES	179,603.00	179,602.50	175,103.00	300.00	175,102.50	0.50	100.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	18,468.33)	0.00	9,495.15 (	9,080.08)	9,080.08	0.00
<u>226-GO BOND SERIES 2021</u>							
TOTAL REVENUE	235,361.00	255,009.92	233,211.00	7,900.25	252,268.55 (	19,057.55)	108.17
TOTAL EXPENDITURES	235,361.00	235,360.00	233,211.00	0.00	233,210.00	1.00	100.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	19,649.92	0.00	7,900.25	19,058.55 (	19,058.55)	0.00

CITY OF TIPTON
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

% OF YEAR COMPLETED:100.00

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>228-GO BOND SERIES 2023</u>							
TOTAL REVENUE	274,528.00	277,420.33	300,849.00	25,403.73	306,411.20 (	5,562.20)	101.85
TOTAL EXPENDITURES	<u>274,528.00</u>	<u>227,913.34</u>	<u>283,400.00</u>	<u>600.00</u>	<u>283,400.00</u>	<u>0.00</u>	<u>100.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	49,506.99	17,449.00	24,803.73	23,011.20 (	5,562.20)	131.88
<u>317-GO CP 2023</u>							
TOTAL REVENUE	6,418,088.00	1,747,682.73	1,651,387.00	0.00	1,649,369.27	2,017.73	99.88
TOTAL EXPENDITURES	<u>6,418,088.00</u>	<u>3,451,479.50</u>	<u>4,415,000.00</u>	<u>2,760.50</u>	<u>3,376,162.53</u>	<u>1,038,837.47</u>	<u>76.47</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(1,703,796.77)	(2,763,613.00)	(2,760.50)	(1,726,793.26	(1,036,819.74)	62.48
<u>319-INDUSTRIAL FEEDER PROJECT</u>							
TOTAL REVENUE	1,500,000.00	1,499,942.30	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	<u>1,500,000.00</u>	<u>515,526.41</u>	<u>1,000,000.00</u>	<u>0.00</u>	<u>90,655.29</u>	<u>909,344.71</u>	<u>9.07</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	984,415.89	(1,000,000.00)	0.00	(90,655.29)	(909,344.71)	9.07
<u>500-CEMETERY TRUST FUND</u>							
TOTAL REVENUE	2,000.00	6,024.83	0.00	0.00	6,327.34 (	6,327.34)	0.00
TOTAL EXPENDITURES	<u>2,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	6,024.83	0.00	0.00	6,327.34 (	6,327.34)	0.00
<u>600-WATER OPERATING</u>							
TOTAL REVENUE	680,636.00	681,827.94	678,413.00	61,945.38	683,777.80 (	5,364.80)	100.79
TOTAL EXPENDITURES	<u>659,969.95</u>	<u>478,079.74</u>	<u>944,098.00</u>	<u>64,886.95</u>	<u>540,265.17</u>	<u>403,832.83</u>	<u>57.23</u>
REVENUES OVER/(UNDER) EXPENDITURES	20,666.05	203,748.20	(265,685.00)	(2,941.57)	143,512.63 (	409,197.63)	54.02-
<u>610-WASTEWATER/AKA SEWER REVE</u>							
TOTAL REVENUE	808,980.00	850,925.54	1,066,986.00	93,590.36	1,068,720.20 (	1,734.20)	100.16
TOTAL EXPENDITURES	<u>866,140.78</u>	<u>828,363.87</u>	<u>1,135,884.76</u>	<u>100,505.86</u>	<u>1,078,794.03</u>	<u>57,090.73</u>	<u>94.97</u>
REVENUES OVER/(UNDER) EXPENDITURES	(57,160.78)	22,561.67	(68,898.76)	(6,915.50)	(10,073.83)	(58,824.93)	14.62
<u>630-ELECTRIC OPERATING</u>							
TOTAL REVENUE	5,118,627.59	4,801,879.71	5,265,957.00	351,702.39	4,925,611.53	340,345.47	93.54
TOTAL EXPENDITURES	<u>5,229,503.90</u>	<u>4,775,312.42</u>	<u>5,439,035.82</u>	<u>478,543.18</u>	<u>5,074,088.10</u>	<u>364,947.72</u>	<u>93.29</u>
REVENUES OVER/(UNDER) EXPENDITURES	(110,876.31)	26,567.29	(173,078.82)	(126,840.79)	(148,476.57)	(24,602.25)	85.79
<u>631-ELECTRIC DEVELOPMENT</u>							
TOTAL REVENUE	<u>0.00</u>	<u>124.50</u>	<u>0.00</u>	<u>10.83</u>	<u>154.40</u>	<u>154.40</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	124.50	0.00	10.83	154.40 (	154.40)	0.00
<u>632-ELECTRIC RENEWAL/REPLACEM</u>							
TOTAL REVENUE	<u>0.00</u>	<u>5,435.59</u>	<u>0.00</u>	<u>472.93</u>	<u>6,741.56</u>	<u>6,741.56</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	5,435.59	0.00	472.93	6,741.56 (6,741.56)	0.00

CITY OF TIPTON
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AS OF: JUNE 30TH, 2025

% OF YEAR COMPLETED:100.00

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>633-ELECTRIC RESERVE</u>							
TOTAL REVENUE	0.00	7,052.70	0.00	419.70	14,575.80	(14,575.80)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	7,052.70	0.00	419.70	14,575.80	(14,575.80)	0.00
<u>634-ELECTRIC BOND/INT RESERVE</u>							
TOTAL REVENUE	0.00	9,010.47	0.00	139.03	11,142.86	(11,142.86)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	9,010.47	0.00	139.03	11,142.86	(11,142.86)	0.00
<u>640-GAS OPERATING</u>							
TOTAL REVENUE	1,943,631.00	2,031,653.59	2,378,881.00	98,992.89	2,108,692.65	270,188.35	88.64
TOTAL EXPENDITURES	1,955,992.58	1,820,095.56	2,404,380.52	91,311.02	2,046,026.93	358,353.59	85.10
REVENUES OVER/(UNDER) EXPENDITURES	(12,361.58)	211,558.03	(25,499.52)	7,681.87	62,665.72	(88,165.24)	245.75-
<u>641-GAS D.E.I.</u>							
TOTAL REVENUE	0.00	254.61	0.00	6.70	558.18	(558.18)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	254.61	0.00	6.70	558.18	(558.18)	0.00
<u>642-GAS RESERVE</u>							
<u>660-AIRPORT OPERATING</u>							
TOTAL REVENUE	57,318.01	51,495.03	294,339.00	102,649.15	150,900.56	143,438.44	51.27
TOTAL EXPENDITURES	57,318.22	52,479.46	331,177.00	16,439.34	233,740.05	97,436.95	70.58
REVENUES OVER/(UNDER) EXPENDITURES	(0.21)	(984.43)	(36,838.00)	86,209.81	(82,839.49)	46,001.49	224.88
<u>670-GARBAGE COLLECTION</u>							
TOTAL REVENUE	613,054.00	612,884.44	625,498.00	54,570.83	602,292.26	23,205.74	96.29
TOTAL EXPENDITURES	612,544.09	599,741.21	625,497.75	54,699.26	638,193.47	(12,695.72)	102.03
REVENUES OVER/(UNDER) EXPENDITURES	509.91	13,143.23	0.25	(128.43)	(35,901.21)	35,901.46	484.00-
<u>740-STORM WATER</u>							
TOTAL REVENUE	107,282.00	107,758.03	106,000.00	9,253.42	108,246.70	(2,246.70)	102.12
TOTAL EXPENDITURES	169,420.17	85,687.00	257,383.75	7,450.63	218,265.38	39,118.37	84.80
REVENUES OVER/(UNDER) EXPENDITURES	(62,138.17)	22,071.03	(151,383.75)	1,802.79	(110,018.68)	41,365.07)	72.68
<u>810-CENTRAL GARAGE</u>							
TOTAL REVENUE	448,434.61	475,901.41	468,322.00	39,382.69	514,505.89	(46,183.89)	109.86
TOTAL EXPENDITURES	443,434.25	373,296.50	492,891.00	139,889.26	571,354.72	(78,463.72)	115.92
REVENUES OVER/(UNDER) EXPENDITURES	5,000.36	102,604.91	(24,569.00)	(100,506.57)	(56,848.83)	32,279.83	231.38
<u>820-PSF HEALTH INSURANCE</u>							
TOTAL REVENUE	91,500.00	97,103.94	98,400.00	12,501.27	119,026.09	(20,626.09)	120.96
TOTAL EXPENDITURES	91,500.00	100,970.75	98,400.00	1,130.09	110,219.51	(11,819.51)	112.01
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(3,866.81)	0.00	11,371.18	8,806.58	(8,806.58)	0.00

CITY OF TIPTON
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

PAGE: 5

% OF YEAR COMPLETED:100.00

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>835-ADMINISTRATIVE SERVICES</u>							
TOTAL REVENUE	479,423.93	531,531.58	508,905.00	49,373.42	639,915.13 (	131,010.13)	125.74
TOTAL EXPENDITURES	<u>479,423.93</u>	<u>416,230.55</u>	<u>508,905.00</u>	<u>43,616.20</u>	<u>571,052.64 (</u>	<u>62,147.64)</u>	<u>112.21</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	115,301.03	0.00	5,757.22	68,862.49 (	68,862.49)	0.00
<u>860-PAYROLL ACCOUNT</u>							
<u>950-ELECTRIC METER DEPOSITS</u>							
TOTAL REVENUE	11,000.00	9,326.76	12,500.00	1,160.68	11,652.09	847.91	93.22
TOTAL EXPENDITURES	<u>11,000.00</u>	<u>11,480.00</u>	<u>12,500.00</u>	<u>1,840.00</u>	<u>10,740.00</u>	<u>1,760.00</u>	<u>85.92</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	2,153.24)	0.00 (	679.32)	912.09 (	912.09)	0.00
<u>951-WATER METER DEPOSITS</u>							
TOTAL REVENUE	4,000.00	3,788.65	4,800.00	232.30	5,018.65 (	218.65)	104.56
TOTAL EXPENDITURES	<u>4,000.00</u>	<u>5,445.00</u>	<u>4,800.00</u>	<u>980.00</u>	<u>4,470.00</u>	<u>330.00</u>	<u>93.13</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	1,656.35)	0.00 (	747.70)	548.65 (	548.65)	0.00
<u>952-GAS METER DEPOSITS</u>							
TOTAL REVENUE	7,000.00	5,732.75	10,300.00	486.79	9,546.14	753.86	92.68
TOTAL EXPENDITURES	<u>7,000.00</u>	<u>7,955.00</u>	<u>10,300.00</u>	<u>1,850.00</u>	<u>7,130.00</u>	<u>3,170.00</u>	<u>69.22</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	2,222.25)	0.00 (	1,363.21)	2,416.14 (	2,416.14)	0.00
<u>GRAND TOTAL REVENUES</u>							
	25,255,979.93	20,606,390.17	21,309,263.00	2,315,684.25	21,858,781.95 (	549,518.95)	102.58
<u>GRAND TOTAL EXPENDITURES</u>	<u>25,856,031.74</u>	<u>19,823,638.80</u>	<u>26,979,721.10</u>	<u>2,794,229.88</u>	<u>23,821,010.03 (</u>	<u>3,158,711.07)</u>	<u>88.29</u>
REVENUES OVER/(UNDER) EXPENDITURES	(600,051.81)	782,751.37	(5,670,458.10)	(478,545.63)	(1,962,228.08	(3,708,230.02)	34.60

*** END OF REPORT ***

Amy Lenz

From: noreply@salesforce.com on behalf of IOWA ABD Licensing Support
<licensingnotification@iowaabd.com>
Sent: Thursday, July 3, 2025 10:01 PM
To: Amy Lenz
Subject: Iowa ABD | LE0001711 Successfully Renewed Through Automatic Renewal Program
Attachments: License.pdf

Hi City of Tipton,

The following license has been successfully renewed by Iowa ABD through the Automatic Renewal Program.

Enrollment Date: 7/3/2025
License Type: Class E Retail Alcohol License (LE)
Corp Name: Tipton Food Bank Inc.
DBA: Tipton Family Foods
License Number: LE0001711
Application Number: App-224732
Effective Date: 8/9/2025

Please see the attached licensing document for your records.

If you need any assistance, please visit <https://iowaabd.my.site.com/s>

Amy Lenz

From: noreply@salesforce.com on behalf of IOWA ABD Licensing Support
<licensingnotification@iowaabd.com>
Sent: Wednesday, July 16, 2025 12:26 PM
To: Amy Lenz
Cc: licensingnotification@iowaabd.com
Subject: Application App-224827 Ready for Review

Hello,

Application Number App-224827 has been set to "Submitted to Local Authority" status and is currently ready for your review.

Corp Name: MI TIERRA MEXICAN GRILL INC

DBA: MI TIERRA MEXICAN GRILL

License Number: LC0038669

Application Number: App-224827

Tentative Effective Date: 9/15/2025

License Type: Class C Retail Alcohol License (LC)

Application Type: Renewal

Amendment Type:

Thank you.

AGENDA ITEM:

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	07/21/25
AGENDA ITEM:	Discussion and possible action concerning a proposal to replace budgeted computer equipment
ACTION:	Motion to Approve, Deny or Table

SYNOPSIS:

OMC has provided the following quote to replace several PCs & equipment within the City.

The funding for these purchases has been budgeted for the current fiscal year. The list below shows proposed replacements and changes.

City of Tipton Equipment Replacements FY 25-26			
Individual/Dept.	Item #	Price	Item
Public Works - Weather	PW-Weather	\$ 1,345.00	Workstation
Fire Station	OP3050-44JWVP2	\$ 1,345.00	Workstation
Fire Station	TFD-01	\$ 1,345.00	Workstation
Front Counter POS - JKFAC	OP3070-BKTMFX2	\$ 1,345.00	Workstation
Finance Director	OP7060-BD5ZDX2	\$ 1,345.00	Workstation
Economic Dev. (Local Channel)	TIPTON-I-0195	\$ 1,345.00	Workstation
Electric Superintendent	TIPTON-I-0235	\$ 1,345.00	Workstation
Electric Superintendent	E5580-8P-8G5H2-0	\$ 1,340.00	Laptop
Police Chief	OP5050-J4MNBB2	\$ 1,340.00	Laptop
Police Chief	OP5050-J4MNBB2	\$ 225.00	Docking Station
Park & Rec Director	L5591-65WPQV2	\$ 1,340.00	Laptop
Gas Superintendent	L5591-7J8NQV2	\$ 65.00	Additional Memory
Electric Dept.	OP3060-7RXL3Y2	\$ 65.00	Additional Memory
Gas Apprentice	OP3060-JHD97X2	\$ 65.00	Additional Memory
Electric Dept.	OP3060-JJG57X2	\$ 65.00	Additional Memory
Electric Dept.	OP3060-JNGB7X2	\$ 65.00	Additional Memory
City Hall Banking PC	OP3060-JLN67X2	\$ 65.00	Additional Memory
Public Works	333P053/OptiPlex 3070	\$ 65.00	Additional Memory
City Hall Credit Card PC	OP3060-4H424Z2	\$ 65.00	Additional Memory
Pool Counter East	OP3070-BKTNFX2	\$ 65.00	Additional Memory

AGENDA ITEM:

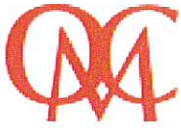
Police	RN603F1063/TPD-TAB2	\$ 80.00	Additional Memory
Police	RL703F0689/TPD-TAB2	\$ 80.00	Additional Memory
Tiptonpd.Org Domain	GoDaddy Domain renewal	\$ 30.00	Renewal
Labor outside of contract		\$ 330.00	3 hours est. labor
Estimated Total		\$ 14,765.00	

Labor is estimated to be around \$110.00/hr. The PC replacement labor is included in our managed services agreement.

Estimated costs with labor = \$14,765.00

PREPARED BY: Melissa

DATE PREPARED: 07/17/2025

**OFFICE MACHINE CONSULTANTS, INC.**

3624 Blackhawk Road
Rock Island, IL 61201
309-786-5534

7/11/2025

City of Tipton
407 Lynn St.
Tipton, IA 52772
563-886-6187

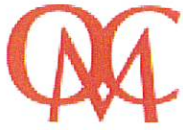
The following computers can all be replaced with the items below: **PW-Weather, OP3050-44JWVP2, OP3070-BKTMFX2, OP7060-BD5ZDX2, TIPTON-I-0195, TIPTON-I-0235, and TFD-01.**

HP ProDesk 4 Mini G1i Desktop Computer

Processor	Intel Ultra 7 265T
Processor Speed	1.5 GHz – 5.3 GHz
Multi-Core	20-Core
Memory (SSD)	16 GB DDR5
Storage	512 GB
Bluetooth	Yes
USB Type C	1
USB Type A	5
Display Port	1
HDMI Port	1
Headphone/Microphone Jack	1
Ethernet Port	1
Warranty	3-Year



Item	Description	Quantity	Amount
HP ProDesk 4 G1i	The HP ProDesk 4 Mini G1i Desktop AI PC delivers commercial-grade performance, security, and flexible deployment capabilities, with just a single-cable, for businesses of all sizes. This reliable, one-liter PC provides the power to handle mainstream enterprise and SMBs with a powerful Intel CPU featuring a 13 TOPS NPU. See where AI can take you!	7	\$9,415.00

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Rock Island, IL 61201
309-786-5534

7/11/2025

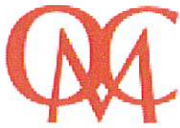
Laptop **E5580-8P8G5H2-0 (Jon Walsh)**, **OP5050-J4MNBB2 (Chief Lisa)**, and **L5591-65WPQV2 (Adam Spangler)** can be replaced with the following laptop

HP 16" ProBook 4 G1i Multi-Touch Notebook Copilot+ PC

Processor	Core Ultra 7 225U
SSD	512 GB
Memory	16 GB
Screen Resolution	Full HD 1920 x 1200
Screen Size	16"
Wireless LAN	Yes
Bluetooth	Yes
USB Type C	2
USB Type A	2
HDMI	1
Headphone/Microphone Jack	1
Ethernet Port	1
Warranty	1-Year



Item	Description	Quantity	Amount
HP ProBook 4 G1i	The HP ProBook 4 G1i 16-inch Notebook AI PC provides growing businesses with commercial-grade performance, multi-layered endpoint security, and durability in an easily upgradeable design. Powered by the latest Intel® processor with 11 TOPS NPU and long battery life, this feature-rich PC is future-ready for long-term productivity and AI exploration.	3	\$4,020.00



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HP USB-C Dock G5 for business

Host Interface	USB Type C
HDMI	Yes (1)
DisplayPort	Yes (2)
Network Port	Yes (RJ-45)
Headphone/Microphone Jack	Yes (1)
USB-C	1
USB-A	4
USB Power Delivery	100W
Brand	HP
Warranty	1-Year



Item	Description	Quantity	Amount
HP USB-C Dock G5	Get to work with a single cable from your USB-C™-enabled notebook1 to your displays, devices, and wired network with the versatile, elegant, and space-saving HP USB-C Dock G5. The dock is compatible with notebooks from brands like HP, Apple®, Dell, Lenovo, and more.	1	\$225.00

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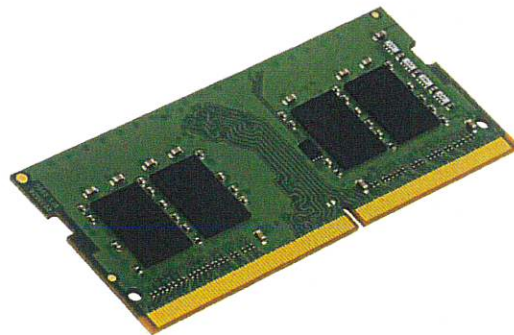
Rock Island, IL 61201

309-786-5534

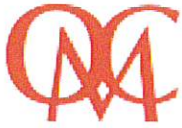
7/11/2025

Kingston 8GB DDR4 3200MHZ SODIMM

RAM Technology	DDR4
Memory Speed	3200 MHz
Voltage	1.2 Volts
Form Factor	SO-DIMM
Data Transfer Rate	12 Gigabits Per Second
Number of Pins	260
Brand	Kingston
RAM Size	8 GB



Item	Description	Quantity	Amount
Kingston 8GB SODIMM RAM	Upgrade your desktop with the Kingston Unbuffered Memory Module for high performance and more robust control features. This 8 GB non-ECC RAM is compatible with motherboards having 260-pin SO-DIMM slots and a DDR4-enabled chipset. It offers a memory speed of 3200 MHz for quick transfer of data. A CAS latency of CL22 ensures enhanced reliability.	7	\$455.00

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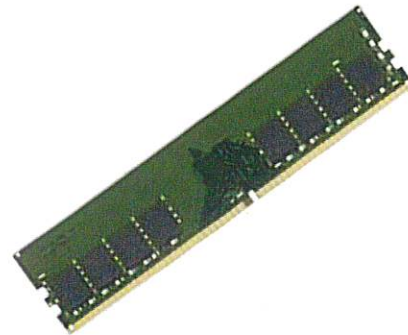
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309-786-5534

7/11/2025

The following **4H424Z2/OptiPlex 3060**, and **BKTNFX2/OptiPlex 3070** can be upgraded with the following.

Kingston 8GB DDR4 2666MHZ DIMM

RAM Technology	DDR4
Memory Speed	2666 MHz
Voltage	1.2 Volts
Form Factor	DIMM
Data Transfer Rate	21300 Megabytes Second
Number of Pins	288
Brand	Kingston
RAM Size	8 GB



Item	Description	Quantity	Amount
Kingston 8GB DIMM RAM	Upgrade your desktop with the Kingston Unbuffered Memory Module for high performance and more robust control features. This 8 GB non-ECC RAM is compatible with motherboards having 260-pin DIMM slots and a DDR4-enabled chipset. It offers a memory speed of 2666 MHz for quick transfer of data. A CAS latency of CL22 ensures enhanced reliability.	2	\$130.00

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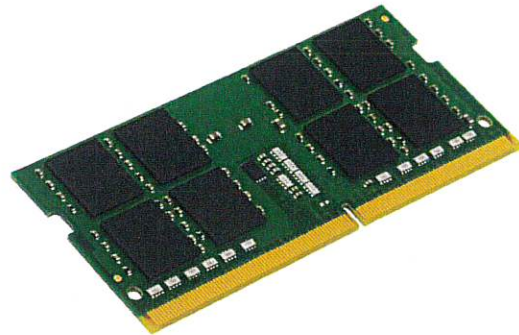
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Rock Island, IL 61201
309-786-5534

7/11/2025

The following **RN603F1063/TPD-TAB2**, and **RL703F0689/TPD-TAB2** can be upgraded with the following.

Kingston 16GB DDR4 3200MHZ SO-DIMM

RAM Technology	DDR4
Memory Speed	3200 MHz
Voltage	1.2 Volts
Form Factor	SO-DIMM
Data Transfer Rate	12 Gigabits Per Second
Number of Pins	260
Brand	Kingston
RAM Size	16 GB



Item	Description	Quantity	Amount
Kingston 16 GB DIMM RAM	Upgrade your desktop with the Kingston Unbuffered Memory Module for high performance and more robust control features. This 16 GB non-ECC RAM is compatible with motherboards having 260-pin SO-DIMM slots and a DDR4-enabled chipset. It offers a memory speed of 3200 MHz for quick transfer of data. A CAS latency of CL22 ensures enhanced reliability.	2	\$160.00

Item	Description	Quantity	Amount
GoDaddy Domain	Tiptonpd.org domain Yearly renewal Estimate	1	\$30.00

Total equipment cost

\$14,435.00

PRICES ARE SUBJECT TO CHANGE.

INSTALLATION/SALES TAX WOULD BE IN ADDITION.

ALL CREDIT CARD PAYMENTS WILL HAVE A 4% SERVICE FEE ADDED TO THE BILL.

Request To Be Placed on the Council Agenda

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

Name: Jill Engels

Address: _____

Phone: _____

Email address: _____

Reason for request, please be specific.

I am asking for approval for the Tiger Prowl
5K route sponsored by the Tipton Athletic
Boosters. The race will be held on August
23rd in conjunction with the fall sports
Kickoff for the High School. The route stays
in the Northeast quadrant and does not
cross any main roads. I met with police
chief Lisa Dufour to discuss the route. She
does not see any problems. Thank you for
your time. Please see the attached map for route.

Date of Council Meeting: 07/21/25

Today's date and time: 07/08/25

Signature: J Engels

Tipton



Map data ©2025

500 ft

AGENDA ITEM #

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE: August 21, 2025

AGENDA ITEM: Last Day Open for JKFAC Outdoor Pools

ACTION: Motion

SYNOPSIS:

I'm proposing that the last day for the outdoor pools will be open will be Sunday, August 17. Due to lack of staff going to college and fall sports we will not have enough staff to keep the outdoor pools open later than August 17. We will have normal hours all the way up to Monday, August 18.

BUDGET ITEM:

RESPONSIBLE DEPARTMENT: Aquatic Center

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: N/A

PREPARED BY: Adam Spangler

DATE PREPARED: 7/14/2025

AGENDA ITEM #

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE: July 21, 2025

AGENDA ITEM: Tipton High School Swim Team Morning Practices - JKFAC

ACTION: Motion

SYNOPSIS:

The Tipton High School swim team would like to have morning practices every morning starting Monday, August 4 from 6:00-7:30 am. This would be during our scheduled lap swim time (6:00-8:00 am). In previous years the swim team would only have a couple morning practices a week or solely on Fridays but would like to change it this year due to low numbers as well as swimmers being in dual sports.

These practices would last from Monday, August 4 – beginning of November. All depends if anyone qualifies for state swimming if they go longer. With the block of time this would take from our members I wanted to present the below schedule for this upcoming High School Swim Team season.

I have discussed this with the Athletic Director, Matt Nerem, and he is on board for this schedule as well.

Starting Monday, August 4:

- Monday, Wednesday & Friday –
 - 6:00 – 7:30 am - 3 lanes – HS Swim Team / 3 lanes – Public)
 - 7:30 – 8:00 am – All Lanes – Public
- Tuesday & Thursday – 6:00 – 7:30 am (All Lanes HS Swim Team)
 - 7:30 – 8 am – All Lanes - Public

RESPONSIBLE DEPARTMENT: Aquatic Center

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: N/A

PREPARED BY: Adam Spangler

DATE PREPARED: 7/16/2025

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE DEPARTMENT	GENERAL GOVERNMENT	I.R.S.	FICA WITHHOLDING	1,452.96
			MEDICARE WITHHOLDING	326.22
			MEDICARE WITHHOLDING	1.20
			MEDICARE WITHHOLDING	4.67
			MEDICARE WITHHOLDING	5.75
			MEDICARE WITHHOLDING	1.98
		AT&T MOBILITY	WIRELESS	166.90
		THE HARTFORD	LONG TERM DISABILITY PAYRO	96.41
			GTL_VTL INSURANCE	33.04
			OPERATING SUPPLIES	44.81
		JOHN DEERE FINANCIAL	TRAINING	185.00
		IOWA LAW ENFORCEMENT ACADEMY	IPERS REGULAR EMPLOYEES	7.79
		IPERS	IPERS WITHHOLDING POLICE	2,215.05
		LEXIPOL LLC	MANUAL, BULLETINS	5,508.08
		OFFICE EXPRESS	MISC SUPPLIES	49.47
			TOTAL:	10,099.33
FIRE DEPARTMENT	GENERAL GOVERNMENT	I.R.S.	FICA WITHHOLDING	43.94
			MEDICARE WITHHOLDING	10.29
		JOHN DEERE FINANCIAL	SUPPLIES	34.65
		IPERS	OPERATING SUPPLIES	21.98
		ELECTRONICS INC	IPERS WITHHOLDING, FIRE	56.70
			ALARM INSPECTIONS	223.25
			TOTAL:	390.81
AMBULANCE	GENERAL GOVERNMENT	I.R.S.	FICA WITHHOLDING	1,054.32
			MEDICARE WITHHOLDING	70.78
			MEDICARE WITHHOLDING	122.95
			MEDICARE WITHHOLDING	10.14
			MEDICARE WITHHOLDING	20.38
			MEDICARE WITHHOLDING	22.34
		ACE ELECTRIC	GENERATOR REPAIR	754.77
			GENERATOR REPAIR	720.89
		AT&T MOBILITY	WIRELESS	238.57
		THE HARTFORD	LONG TERM DISABILITY PAYRO	27.22
			GTL_VTL INSURANCE	14.16
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	114.50
			MEDICAL SUPPLIES	256.55
		FAMILY FOODS	MISC SUPPLIES	67.10
		IPERS	IPERS WITHHOLDING EMT	1,533.97
		JOHNSON COUNTY AMBULANCE SERVICE	ALS SERVICE	200.00
		KIRKWOOD COMMUNITY COLLEGE	TRAINING	20.00
		LISBON-MT VERNON AMBULANCE SERVICE	PARAMEDIC INTERCEPT	200.00
		MECHANICSVILLE FIRE & AMBULANCE	PARAMEDIC INTERCEPT	200.00
		RACOM CORPORATION	SHOULDER MICROPHONE	241.08
		TIPTON PHARMACY	PHARMACEUTICALS	449.52
			TOTAL:	6,339.24
STREET DEPARTMENT	GENERAL GOVERNMENT	I.R.S.	FICA WITHHOLDING	173.15
			MEDICARE WITHHOLDING	30.99
			MEDICARE WITHHOLDING	0.10
			MEDICARE WITHHOLDING	0.32
			MEDICARE WITHHOLDING	1.17
			MEDICARE WITHHOLDING	7.91
		THE HARTFORD	LONG TERM DISABILITY PAYRO	10.85
			GTL_VTL INSURANCE	4.84

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BITUMINOUS MATERIALS & SUPPLY	CRS-2	488.57-
		CJ COOPER & ASSOCIATES INC	192.4 FL CRS-2	500.24
		CEDAR COUNTY COOP	SPECIMEN	55.00
		CINTAS	359 GL FUEL % LAWN MIX	72.50
			UNIFORMS	38.39
			UNIFORMS	91.18
			OPERATING SUPPLIES	41.95
		JOHN DEERE FINANCIAL	BOOTS C THOLEN	138.75
		IPERS	IPERS REGULAR EMPLOYEES	274.33
		TIPTON CONSERVATIVE	POOL,NOTICES,4TH,MIN,VAC,W	141.60
		WENDLING QUARRIES INC	8.17 TN WASHED CHIPS	153.19
		BLUE CROSS/BLUE SHIELD	ADJUSTMENT	12.70
			TOTAL:	1,260.59
		GENERAL GOVERNMENT	UTILITIES	10.75
			UTILITIES	21.50
		JOHN DEERE FINANCIAL	OPERATING SUPPLIES	23.98
		GRASSHOPPER LAWN CARE	CONTRACT PAY 0616-0715	3,083.33
			TOTAL:	3,139.56
		GENERAL ADMINISTRATION	FICA WITHHOLDING	167.97
		GENERAL GOVERNMENT	MEDICARE WITHOLDING	35.41
			MEDICARE WITHOLDING	0.07
			MEDICARE WITHOLDING	0.21
			MEDICARE WITHOLDING	3.59
		THE HARTFORD	LONG TERM DISABILITY PAYRO	11.30
		CINTAS	GTL_VTL INSURANCE	2.51
			UNIFORMS	18.03
		IPERS	UNIFORMS	18.03
			IPERS REGULAR EMPLOYEES	261.96
			TOTAL:	519.08
		GENERAL GOVERNMENT	FICA WITHHOLDING	284.23
			MEDICARE WITHOLDING	47.48
			MEDICARE WITHOLDING	19.00
		VESTIS	BLDG MAINT SUPPLIES	366.92
		THE HARTFORD	LONG TERM DISABILITY PAYRO	14.00
		BAKER & TAYLOR	GTL_VTL INSURANCE	9.44
			BOOKS	89.43
		OVERDRIVE INC	BOOKS	161.27
		IPERS	BRIDGES E BOOK CONTENT FEE	1,055.76
		SCHUMACHER ELEVATOR COMPANY	IPERS REGULAR EMPLOYEES	436.54
		WINDSTREAM	MONTHLY MAINTENANCE	262.15
			MONTHLY SERVICES	181.90
			TOTAL:	2,928.12
		GENERAL GOVERNMENT	FICA WITHHOLDING	73.28
			MEDICARE WITHOLDING	2.04
			MEDICARE WITHOLDING	14.85
			MEDICARE WITHOLDING	0.25
		AT&T MOBILITY	WIRELESS	14.99
		THE HARTFORD	LONG TERM DISABILITY PAYRO	0.67
			GTL_VTL INSURANCE	0.12
		JOHN DEERE FINANCIAL	OPERATING SUPPLIES	34.99
			OPERATING SUPPLIES	2.27
			SUPPLIES	31.92

PARK

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
RECREATION DEPARTMENT	GENERAL GOVERNMENT	I.P.S.	IPERS REGULAR EMPLOYEES	15.16
			SPAHN & ROSE LUMBER CO	1,006.80
			CITY UTILITIES	170.37
			TOTAL:	1,442.94
RECREATION DEPARTMENT	GENERAL GOVERNMENT	I.R.S.	FICA WITHHOLDING	73.55
			MEDICARE WITHHOLDING	17.20
			WIRELESS	14.99
			LONG TERM DISABILITY PAYRO	5.20
			GTL VTL INSURANCE	2.36
			TOTAL:	229.53
SUMMER BALL PROGRAMS	GENERAL GOVERNMENT	MISC. VENDOR	ANDREA WULF:TBALL REFUND	30.00
			TOTAL:	30.00
YOUTH RECREATION	GENERAL GOVERNMENT	MISC. VENDOR	KEVIN NEBERGALL: TENNIS CAM	200.00
			TOTAL:	200.00
FAMILY AQUATIC CENTER	GENERAL GOVERNMENT	I.R.S.	FICA WITHHOLDING	1,400.92
			MEDICARE WITHHOLDING	38.01
			MEDICARE WITHHOLDING	288.51
			MEDICARE WITHHOLDING	1.10
			DRINK ORDER	414.78
			WIRELESS	14.99
			WIRELESS	39.40
			LONG TERM DISABILITY PAYRO	11.75
			GTL VTL INSURANCE	7.08
			POOL SCHEDULE	397.60
			CONCESSION SUPPLIES	191.90
			OPERATING SUPPLIES	11.98
			OPERATING SUPPLIES	698.29
			FOOD ORDER	1,568.19
			BRITTINI KUEHL:SWIM LSN RF	140.00
			CHEMICALS	1,084.48
			TESTING	43.50
			IPERS REGULAR EMPLOYEES	360.78
			ALARM INSPECTIONS	223.25
			POOL,NOTICES,4TH,MIN,VAC,W	624.00
			CITY UTILITIES	6,279.97
			TOTAL:	13,840.48
ECONOMIC DEVELOPMENT	GENERAL GOVERNMENT	I.R.S.	FICA WITHHOLDING	150.06
			MEDICARE WITHHOLDING	21.06
			MEDICARE WITHHOLDING	14.04
			WIRELESS	44.96
			LONG TERM DISABILITY PAYRO	10.55
			GTL VTL INSURANCE	3.07
			IPERS REGULAR EMPLOYEES	235.78
			ALARM INSPECTIONS	223.25
			EMAIL MARKETING	25.00
			CITY UTILITIES	110.45
			TOTAL:	838.22
FINANCE & ADMINISTRATI	GENERAL GOVERNMENT	I.R.S.	FICA WITHHOLDING	25.63

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
BUILDING MAINTENANCE	GENERAL GOVERNMENT	I.R.S.	MEDICARE WITHOLDING	3.78
			MEDICARE WITHOLDING	0.52
			MEDICARE WITHOLDING	1.59
			MEDICARE WITHOLDING	0.10
			LONG TERM DISABILITY PAYRO	1.56
			GTL_VTL INSURANCE	0.50
			IPERS REGULAR EMPLOYEES	40.17
			CHAMBER BUCKS	45.00
			POOL, NOTICES, 4TH, MIN, VAC, W	150.00
			TOTAL:	268.85
			FICA WITHOLDING	28.07
			MEDICARE WITHOLDING	6.56
			MATS	189.17
TRAFFIC SERVICE MAINT.	ROAD USE TAX FUND	I.R.S.	IPERS REGULAR EMPLOYEES	42.74
			ALARM INSPECTIONS	223.24
			TOTAL:	489.78
			FICA WITHOLDING	6.22
			MEDICARE WITHOLDING	1.38
SNOW AND ICE REMOVAL	ROAD USE TAX FUND	I.R.S.	MEDICARE WITHOLDING	0.02
			MEDICARE WITHOLDING	0.06
			LONG TERM DISABILITY PAYRO	0.34
			GTL_VTL INSURANCE	0.14
			IPERS REGULAR EMPLOYEES	9.97
			TOTAL:	18.13
			FICA WITHOLDING	57.62
			MEDICARE WITHOLDING	13.04
			MEDICARE WITHOLDING	0.11
			MEDICARE WITHOLDING	0.28
LIBRARY	LIBRARY TRUST FUND	JOHN DEERE FINANCIAL	MEDICARE WITHOLDING	0.05
			LONG TERM DISABILITY PAYRO	3.38
			GTL_VTL INSURANCE	1.55
			IPERS REGULAR EMPLOYEES	91.82
			TOTAL:	167.85
			SUPPLIES	7.48
ELECTRIC SOLAR PROJECT	ELECTRIC SOLAR PRO	CUSTOM BUILDERS INC	TOTAL:	7.48
			20% DOWN SOLAR PROJECT	334,575.00
			TOTAL:	334,575.00
WATER DISTRIBUTION	WATER OPERATING	I.R.S.	FICA WITHOLDING	293.86
			MEDICARE WITHOLDING	56.93
			MEDICARE WITHOLDING	2.88
			MEDICARE WITHOLDING	8.36
			MEDICARE WITHOLDING	0.57
			LONG TERM DISABILITY PAYRO	19.23
			GTL_VTL INSURANCE	6.94
			UNIFORMS	0.00
			OPERATING SUPPLIES	10.78
			TESTING	43.50
			ANNUAL WATER SUPPLY FEE	342.35
			IPERS REGULAR EMPLOYEES	463.58
			TOTAL:	1,248.98
			THE HARTFORD	
			CINTAS	
			JOHN DEERE FINANCIAL	
			STATE HYGIENIC LABORATORY	
			IOWA DEPT OF NATURAL RESOURCES	
			IPERS	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
WATER BILL/COLLECT	WATER OPERATING	I.R.S.	FICA WITHHOLDING	59.30
			MEDICARE WITHHOLDING	13.09
			MEDICARE WITHHOLDING	0.79
		THE HARTFORD	LONG TERM DISABILITY PAYRO	4.34
			GTL VTL INSURANCE	2.36
		IPERS	IPERS REGULAR EMPLOYEES	96.69
			TOTAL:	176.57
WASTEWATER/AKA SEWER	WASTEWATER/AKA SEW	I.R.S.	FICA WITHHOLDING	324.36
			MEDICARE WITHHOLDING	62.28
			MEDICARE WITHHOLDING	0.02
			MEDICARE WITHHOLDING	3.04
			MEDICARE WITHHOLDING	9.95
			MEDICARE WITHHOLDING	0.57
		THE HARTFORD	LONG TERM DISABILITY PAYRO	21.69
			GTL VTL INSURANCE	7.56
		JOHN DEERE FINANCIAL	OPERATING SUPPLIES	5.99
			SUPPLIES	200.00-
		MISC. VENDOR PHENOVA	PHENOVA:PT TEST KIT	145.69
		STATE HYGIENIC LABORATORY	TESTING	105.00
		IPERS	IPERS REGULAR EMPLOYEES	513.63
		TEST INC	WASTEWATER TESTING	1,739.00
		WINDSTREAM	MONTHLY SERVICES	97.64
			TOTAL:	2,836.42
LAGOON	WASTEWATER/AKA SEW	EASTERN IOWA LIGHT & POWER	UTILITIES	1,437.20
		JOHN DEERE FINANCIAL	OPERATING SUPPLIES	46.96
			TOTAL:	1,484.16
ELECTRIC DISTRIBUTION	ELECTRIC OPERATING	I.R.S.	FICA WITHHOLDING	877.54
			MEDICARE WITHHOLDING	147.48
			MEDICARE WITHHOLDING	5.94
			MEDICARE WITHHOLDING	6.88
			MEDICARE WITHHOLDING	31.78
			MEDICARE WITHHOLDING	12.11
			MEDICARE WITHHOLDING	1.04
		AT&T MOBILITY	WIRELESS	249.39
		THE HARTFORD	LONG TERM DISABILITY PAYRO	53.47
			GTL VTL INSURANCE	19.17
			SPECIMEN	55.00
		CJ COOPER & ASSOCIATES INC	PRE EMPLOYMENT JOHN CROWLE	15.00
			DOWNTOWN WEED CONTROL	575.00
		CHALLIS ENTERPRISES	UNIFORMS, SHOP TOWELS, MAT	72.54
		CINTAS	UNIFORMS, SHOP TOWELS, MAT	69.06
			UNIFORMS, SHOP TOWELS, MAT	187.17
			UNIFORMS, SHOP TOWELS, MAT	69.06
			OPERATING SUPPLIES	40.61
		JOHN DEERE FINANCIAL	METER SEALS	406.60
		FLETCHER-REINHARDT CO.	IPERS REGULAR EMPLOYEES	1,383.94
		IPERS	PRE EMPLOY SCREENING	25.00
		NILES CHIROPRACTIC	UNDERGROUND SUPPLIES	1,876.23
		POWER LINE SUPPLY	POOL,NOTICES,4TH,MIN,VAC,W	29.41
		TIPTON CONSERVATIVE	CITY UTILITIES	66.83
		CITY UTILITIES	CITY UTILITIES	19.87
		BLUE CROSS/BLUE SHIELD	ADJUSTMENT	14.37
			TOTAL:	6,310.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
ELECTRIC POWER PLANT	ELECTRIC OPERATING	I.R.S.	FICA WITHHOLDING	34.83			
			MEDICARE WITHHOLDING	6.52			
			MEDICARE WITHHOLDING	0.81			
			MEDICARE WITHHOLDING	0.81			
			LONG TERM DISABILITY PAYRO	2.19			
			GTL_VTL INSURANCE	0.82			
			IPERS REGULAR EMPLOYEES	55.48			
			GEN METER TEST	2,475.20			
			TOTAL:	2,576.66			
ELECTRIC BILL/COLLECT	ELECTRIC OPERATING	I.R.S.	FICA WITHHOLDING	127.76			
			MEDICARE WITHHOLDING	26.31			
			MEDICARE WITHHOLDING	0.11			
			MEDICARE WITHHOLDING	1.22			
			MEDICARE WITHHOLDING	2.25			
			LONG TERM DISABILITY PAYRO	8.60			
			GTL_VTL INSURANCE	4.05			
			IPERS REGULAR EMPLOYEES	205.11			
			TOTAL:	375.41			
GAS DISTRIBUTION	GAS OPERATING	I.R.S.	FICA WITHHOLDING	471.87			
			MEDICARE WITHHOLDING	73.28			
			MEDICARE WITHHOLDING	5.11			
			MEDICARE WITHHOLDING	20.52			
			MEDICARE WITHHOLDING	10.07			
			MEDICARE WITHHOLDING	1.38			
			WIRELESS	84.36			
			LONG TERM DISABILITY PAYRO	30.71			
			GTL_VTL INSURANCE	12.11			
			UNIFORMS, SHOP TOWELS, MAT	49.86			
			UNIFORMS, SHOP TOWELS, MAT	49.86			
			IPERS REGULAR EMPLOYEES	750.38			
			10 SAFETY GREEN T SHIRTS	120.00			
			CITY UTILITIES	28.22			
			TOTAL:	1,707.73			
			GAS BILL/COLLECT	GAS OPERATING	I.R.S.	FICA WITHHOLDING	76.72
						MEDICARE WITHHOLDING	16.35
						MEDICARE WITHHOLDING	0.41
						MEDICARE WITHHOLDING	1.20
LONG TERM DISABILITY PAYRO	5.41						
GTL_VTL INSURANCE	2.78						
IPERS REGULAR EMPLOYEES	124.41						
TOTAL:	227.28						
GARBAGE COLLECTION	GARBAGE COLLECTION	I.R.S.				FICA WITHHOLDING	213.24
			MEDICARE WITHHOLDING	34.45			
			MEDICARE WITHHOLDING	0.03			
			MEDICARE WITHHOLDING	3.36			
			MEDICARE WITHHOLDING	11.39			
			MEDICARE WITHHOLDING	0.55			
			LONG TERM DISABILITY PAYRO	14.12			
			GTL_VTL INSURANCE	5.12			
			TRANSFER FEES	4,880.00			
			UNIFORMS	19.48			
			UNIFORMS	19.48			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
RECYCLING	GARBAGE COLLECTION	IPERS	IPERS REGULAR EMPLOYEES	340.94		
			TOTAL:	5,542.16		
		I.R.S.	FICA WITHHOLDING	75.76		
			MEDICARE WITHHOLDING	7.97		
			MEDICARE WITHHOLDING	6.53		
			MEDICARE WITHHOLDING	0.42		
			MEDICARE WITHHOLDING	2.80		
			LONG TERM DISABILITY PAYRO	3.55		
			GTL VTL INSURANCE	1.23		
			IPERS REGULAR EMPLOYEES	79.41		
			RECYCLING SORT FEES	1,151.33		
			TOTAL:	1,329.00		
STORM WATER	STORM WATER	I.R.S.	FICA WITHHOLDING	17.14		
			MEDICARE WITHHOLDING	3.86		
		THE HARTFORD	MEDICARE WITHHOLDING	0.02		
			MEDICARE WITHHOLDING	0.15		
			LONG TERM DISABILITY PAYRO	1.13		
			GTL VTL INSURANCE	0.57		
			IPERS REGULAR EMPLOYEES	27.34		
			TOTAL:	50.21		
		INT SRVC-OTHER BUSINES	CENTRAL GARAGE	I.R.S.	FICA WITHHOLDING	103.58
					MEDICARE WITHHOLDING	22.94
				ASCENDANCE TRUCK CENTERS LLC	MEDICARE WITHHOLDING	0.35
					MEDICARE WITHHOLDING	0.93
REPAIR PARTS	178.04					
REPAIR PARTS	432.60					
WIRELESS	183.44					
LONG TERM DISABILITY PAYRO	5.77					
GTL_VTL INSURANCE	2.35					
359 GL FUEL & LAWN MIX	1,248.69					
SUPPLIES	115.23					
UNIFORMS	30.40					
		ELIJAH ENTERPRISES	UNIFORMS	17.25		
			UNIFORMS	17.25		
		JOHN DEERE FINANCIAL	REPAIR PARTS	69.16		
			REPAIR PARTS	35.86		
		FOSTER COACH SALES INC.	SUPPLIES	68.71		
			REPAIR PARTS	49.41		
		IPERS	REPAIR PARTS	81.26		
			REPAIR PARTS	45.65		
		LAWSON PRODUCTS INC	IPERS REGULAR EMPLOYEES	166.23		
			REPAIR PARTS	139.28		
		MIDWEST WHEEL COMPANIES	REPAIR PARTS	12.04		
			TOOL	22.50		
SNAP-ON	REPAIR PARTS	94.83				
	REPAIR PARTS	30.16				
TRUCK COUNTRY OF CEDAR RAPIDS	TOTAL:	3,173.91				
	VERMEER IOWA & N. MISSOURI					
INT SRVC-OTHER BUSINES	ADMINISTRATIVE SER	I.R.S.	FICA WITHHOLDING	163.64		
			MEDICARE WITHHOLDING	35.40		
		AT&T MOBILITY	MEDICARE WITHHOLDING	2.87		
			WIRELESS	534.59		
			LONG TERM DISABILITY PAYRO	8.64		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	PAYROLL ACCOUNT	CLIFTON LARSON ALLEN LLP IPERS OFFICE EXPRESS TIPTON CONSERVATIVE	GTL VTL INSURANCE	4.58
			TAX CREDIT CONSULTING	3,675.00
			IPERS REGULAR EMPLOYEES	257.40
			MISC SUPPLIES	49.47
			POOL,NOTICES,4TH,MIN,VAC,W	1,189.40
			TOTAL:	5,920.99
		I.R.S.	FEDERAL WITHHOLDING	9,785.52
			FICA WITHHOLDING	7,831.52
			MEDICARE WITHOLDING	1,831.58
			AFLAC AFTER TAX PY W/HOLDI	111.93
			AFLAC PY PRETAX WITHOLDING	442.61
		AFLAC	AFLAC AFTER TAX DEDUCTION	30.24
			DEF. COMP PRETAX	200.00
			GTL VTL INSURANCE	411.77
			CHILD SUPPORT- SPANGLER-96	59.52
			IPERS WITHOLDING, FIRE	37.82
		AXA EQUI-VEST PROCESSING OFFICE THE HARTFORD COLLECTION SERVICES CENTER IPERS	IPERS REGULAR EMPLOYEES	4,236.30
			IPERS WITHOLDING EMT	1,023.17
			IPERS WITHOLDING POLICE	1,477.51
			STATE WITHOLDING	3,020.29
			TOTAL:	30,499.78
		TREASURER, STATE OF IOWA		

===== FUND TOTALS =====	
001 GENERAL GOVERNMENT	42,016.53
110 ROAD USE TAX FUND	185.98
189 LIBRARY TRUST FUND	7.48
320 ELECTRIC SOLAR PROJECT	334,575.00
600 WATER OPERATING	1,425.55
610 WASTEWATER/AKA SEWER REVE	4,320.58
630 ELECTRIC OPERATING	9,262.56
640 GAS OPERATING	1,935.01
670 GARBAGE COLLECTION	6,871.16
740 STORM WATER	50.21
810 CENTRAL GARAGE	3,173.91
835 ADMINISTRATIVE SERVICES	5,920.99
860 PAYROLL ACCOUNT	30,499.78

GRAND TOTAL:	440,244.74

Statement Total

AGENDA ITEM**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION****DATE:** 7/17/2025**AGENDA ITEM:** Gas rate increase**ACTION:** motion to approve, deny or table

SYNOPSIS: The gas department with the help of the city manager, assistant city manager and our billing department have been working in cooperation with Bill Lindley from Clayton Energy to explore necessary changes in the current gas rates the City of Tipton is using for billing. The last gas rate increase for Tipton was in April of 2019 and in that time there have been many economical changes. That being said, we felt it necessary to investigate and determine the need for change. Bill has studied our past three years and drawn up a conclusion along with some options that we can consider. Clayton Energy also works with around 95% of the municipalities in the state of Iowa which allows them the knowledge in potential rates that are competitive with other communities within our state. I'm including a couple of attachments of his findings and options for change. Some may seem difficult to understand but we can definitely explain this to everyone and are willing to answer any questions you may have. Along with a change in rates we will be recommending a change in the number of billing categories. The change would be moving from four categories to two. According to Bill, this is what the majority of other municipalities do and it would also help simplify the billing process. We can and will explain more about that at the meeting.

BUDGET ITEM: No**RESPONSIBLE DEPARTMENT:** Gas Department**MAYOR/COUNCIL ACTION:** asking to be allowed to draw up a draft of a new gas rate ordinance.**ATTACHMENTS:** Two**PREPARED BY:** Darren Lenz**DATE PREPARED:** 7/17/25

Tipton Rate Study
New NNG Rates

	B	C	B + C	A	D
	Throughput Revenue	Annual Meter Revenue	Annual Meter & Throughput Revenue	Net Expenses	B + C - A = D "Profit"
Annual Throughput Revenue @	\$2.00				
2021-22	\$359,778.00	\$204,240	\$564,018.00	\$670,456.30	-\$106,438.30
2022-23	\$345,206.00	\$204,240	\$549,446.00	\$649,157.16	-\$99,711.16
2023-24	\$294,592.00	\$204,240	\$498,832.00	\$645,070.21	-\$146,238.21
Average	\$333,192.00	\$204,240	\$537,432.00	\$654,894.56	-\$117,462.56
Annual Throughput Revenue @	\$3.25				
2021-22	\$584,639.25	\$204,240	\$788,879.25	\$670,456.30	\$118,422.95
2022-23	\$560,959.75	\$204,240	\$765,199.75	\$649,157.16	\$116,042.59
2023-24	\$478,712.00	\$204,240	\$682,952.00	\$645,070.21	\$37,881.79
Average	\$541,437.00	\$204,240	\$745,677.00	\$654,894.56	\$90,782.44
Annual Throughput Revenue @	\$3.50				
2021-22	\$629,611.50	\$204,240	\$833,851.50	\$670,456.30	\$163,395.20
2022-23	\$604,110.50	\$204,240	\$808,350.50	\$649,157.16	\$159,193.34
2023-24	\$515,536.00	\$204,240	\$719,776.00	\$645,070.21	\$74,705.79
Average	\$583,086.00	\$204,240	\$787,326.00	\$654,894.56	\$132,431.44
Annual Throughput Revenue @	\$3.75				
2021-22	\$674,583.75	\$204,240	\$878,823.75	\$670,456.30	\$208,367.45
2022-23	\$647,261.25	\$204,240	\$851,501.25	\$649,157.16	\$202,344.09
2023-24	\$552,360.00	\$204,240	\$756,600.00	\$645,070.21	\$111,529.79
Average	\$624,735.00	\$204,240	\$828,975.00	\$654,894.56	\$174,080.44
Annual Throughput Revenue @	\$4.00				
2021-22	\$719,556.00	\$204,240	\$923,796.00	\$670,456.30	\$253,339.70
2022-23	\$690,412.00	\$204,240	\$894,652.00	\$649,157.16	\$245,494.84
2023-24	\$589,184.00	\$204,240	\$793,424.00	\$645,070.21	\$148,353.79
Average	\$666,384.00	\$204,240	\$870,624.00	\$654,894.56	\$215,729.44
Annual Throughput Revenue @	\$4.25				
2021-22	\$764,528.25	\$204,240	\$968,768.25	\$670,456.30	\$298,311.95
2022-23	\$733,562.75	\$204,240	\$937,802.75	\$649,157.16	\$288,645.59
2023-24	\$626,008.00	\$204,240	\$830,248.00	\$645,070.21	\$185,177.79
Average	\$708,033.00	\$204,240	\$912,273.00	\$654,894.56	\$257,378.44

1/28/2025
2:03 PM

Tipton Municipal Utility Rate Study-January 2025

Rates Based On:

150,000

Annual

Volume

Year	MMBTU Annual Usage	Annual BTU	MCF Annual Usage
2021-22	190,181	1,057,213,059	179,889
2022-23	181,520	1,051,661,906	172,603
2023-24	156,114	1,059,865,848	147,296
3 Year Average	175,938		166,596

	Old Rates	New Settled Rates
TF Base Winter Rate	\$13,1450	\$17,4170
TF Variable Winter Rate	\$17,8180	\$23,6090
TFX TF 5 Winter Rate	\$19,4710	\$25,7990
TF Base Summer Rate	\$7,3030	\$9,6760
TF Variable Summer Rate	\$7,3030	\$9,6760
SMS	\$3,2500	\$4,2550

	Total Expenses	Less Gas Costs	Unusual Expenses	Plus Transfers	Net Expenses
2021-22	\$1,996,953.62	\$1,326,497.32	\$0.00	\$0.00	\$670,456.30
2022-23	\$2,174,712.49	\$1,525,555.33	\$0.00	\$0.00	\$649,157.16
2023-24	\$1,820,095.56	\$1,175,025.35	\$0.00	\$0.00	\$645,070.21
Average	\$1,997,253.89	\$1,342,359.33	\$0.00	\$0.00	\$654,894.56

NNG Capacity Charges @ Today's Rates

Tipton's Municipal Utility

For 1 Year

Months	Contract Type	Volume/Day	Months	Days	Rate/Unit	MONTHLY PIPELINE DEMAND CHARGES	ANNUAL PIPELINE DEMAND CHARGES
JAN-DEC	SMS	650	12	365	\$4,2550	\$2,765.75	\$33,189.00
NOV- MAR	TF Base Winter	91	5	151	\$17,4170	\$1,584.95	\$7,924.74
NOV- MAR	TF Variable Winter	640	5	151	\$23,6090	\$15,109.76	\$75,548.80
NOV- MAR	TF 5 Winter	969	5	151	\$25,7990	\$24,999.23	\$124,996.16
NOV- MAR	TFX	300	5	151	\$25,7990	\$7,739.70	\$38,698.50
APR-OCT	TF Base Summer	91	7	214	\$9,6760	\$880.52	\$6,163.61
APR-OCT	TF Variable Summer	640	7	214	\$9,6760	\$6,192.64	\$43,348.48
						\$59,272.54	\$379,869.28
							Clayton Energy Annual Fixed Costs \$354,217.28
							Low Annual Volume 150,000
							Cost /Average MCF \$2,3614

Annual Meter Revenue	Residential	Commercial	Industrial Firm	Industrial Inter.	Municipal
Meters	1276	249	12	3	11
Rate	\$10.00	\$15.00	\$25.00	\$20.00	\$15.00
Revenue/Month	\$12,760	\$3,735	\$300	\$60	\$165
Months	12	12	12	12	12
Revenue/Year	\$153,120	\$44,820	\$3,600	\$720	\$1,980
					\$204,240

RESOLUTION NO. 072125A

RESOLUTION APPROVING SALE AND TRANSFER OF CITY-OWNED REAL ESTATE

WHEREAS, notice was given that the City of Tipton, Cedar County, Iowa, proposes to sell and convey the following described City-owned real estate: 102 E 11th Street; 323 W 8th Street; 205 Spruce Street; and 403 W 3rd Street; and

WHEREAS, the City previously sought proposals from parties interested in acquiring the above properties and considered those proposals at the City Council meeting held on July 7, 2025, giving preliminary approval to the sale of the properties to the following persons/entities:

Address	Buyer	Purchase Price	Demo Cost plus Cost of New Home	Rehab Estimate
102 E 11 th Street	Casey Smith/Meade Construction	\$6,220	\$165,000	###
323 W 8 th Street	Casey Smith/Meade Construction	\$5,160	\$165,000	###
205 Spruce St	Richard Allen Nylin	\$5,000	\$125,000	###
403 W 3 rd Street	Tristin Sorgenfrey	\$45,000	###	\$22,160

AND WHEREAS, the first three sales listed above require the purchaser to demolish the structures located on the properties within sixty (60) days of real estate closing. Further, for each of these properties, the purchaser's stated purpose is to construct a single-family home within a defined period of time; and

WHEREAS, the fourth sale listed above, 403 W 3rd Street is proposed for the rehabilitation of specific code deficiencies; and

WHEREAS, these further conditions also apply:

A.) With all four sales, if the purchase agreement requirements are not met, the buyer runs of risk of the property reverting to City ownership.

B.) The four proposed sales/transfers were the subject of a Public Hearing on July 21, 2025, during a regularly scheduled Tipton City Council meeting, held at the Tipton Fire Station located at 304 Lynn Street, Tipton, IA.

C.) After acceptance of public comment, if any, and closing of the public hearing, the City Council may act upon the proposal to transfer said properties. Notice of the Public Hearing was published in the Tipton Conservative in full accordance with Iowa Code §§ 364.7 and 362.3.

AND WHEREAS, the Mayor opened the public hearing, accepted public comment, and thereafter closed the public hearing, and

WHEREAS, the Council generally discussed the proposed sale of city owned real estate, as previously preliminarily approved, and determined it to be appropriate to proceed with the sale of said real estate under and consistent with the proposals received from the persons/entities identified herein, specifically considering the fact that all of said real estate comes with a structure or structures and some

amount of personal property that will require demolition and disposal at the sole cost of the purchaser, finding that the purchase prices offered along with the terms and provisions of the RFP agreed to by the purchasers were fair, appropriate, representative of fair market value, and otherwise in the best interest of the City, and, therefore, that the City Manager should be directed to work with the City Attorney on the preparation of purchase agreements and related documents consistent with the terms of the proposals received from the above persons/entities received and this Resolution, and to proceed with steps necessary to move the sale of said real estate forward to closing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Tipton, Iowa, does hereby approve the sale of the following described City owned real estate to the persons/entities identified below subject to the general terms stated herein, all of same to be incorporated into a Real Estate Purchase Agreement to be prepared by the City Attorney, said sales being subject to reversion under such terms and conditions identified and explained in the request for proposals acknowledged by the purchasers as being a required term of sale, and other normal and customary terms of sale.

Address	Buyer	Purchase Price	Demo Cost plus Cost of New Home	Rehab Estimate
102 E 11 th Street	Casey Smith/Meade Construction	\$6,220	\$165,000	###
323 W 8 th Street	Casey Smith/Meade Construction	\$5,160	\$165,000	###
205 Spruce St	Richard Allen Nylin	\$5,000	\$125,000	###
403 W 3 rd Street	Tristin Sorgenfrey	\$45,000	###	\$22,160

*The above names are temporarily placed in red font until the Council finalizes its decisions after the input from the public hearing.

PASSED AND APPROVED this 21st day of July 2025.

Tammi Goerdt, 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. 072125A which was passed by the Tipton City Council this 21st day of July 2025.

Amy Lenz, City Clerk

Memo

To: City Council, Mayor Goerdt
From: Steve Nash, Public Works
cc: Brian Wagner, City Manager & Melissa Armstrong
Date: 7-16-2025
Re: Sealcote Plum St. (5th to 7th)

We have a situation on Plum St. behind the High School that needs to be addressed. 5 or 6 years ago we resurfaced that 2-block area with a 2" asphalt overlay. The base appeared to be solid, and we saw no moisture issues under the old asphalt. The engineer's recommendation was a 2" overlay. However, after 2 years we started seeing some alligating (cracking of the surface) which eventually leads to chunks of asphalt coming loose. Of course, this was after the 2-year warranty. I believe we got a bad batch of asphalt which caused the surface to dry out prematurely.

The Sealcote that I am proposing should get us 2 or 3 more years before we need to do anything more permanent. Two different contractors have looked at it and have agreed to this approach. Keep in mind that this street has a lot of high school student/teacher traffic that helps after a street is sealcoted.

Give me a call if you have any questions! Thanks, Steve

PROPOSAL

City Of Tipton
Attn Steve
407 Lynn St
Tipton, IA 52772



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 1

RE: 2025 Sealcoat Work

Description of Work:

Type B Work

B. Single seal coat consisting of:

Power broom streets

Furnish and apply single seal coat of MC-3000 asphalt

Furnish, spread and roll 3/8" chip.

NOTES:

1. Billing on final units completed.

2. Cold Mix Patching amount is an *estimated* quantity. Invoice will be on actual tons placed.

*Is this project tax exempt? Yes ___ No ___. If you checked yes, please send the Iowa Construction Sales Tax Form with your signed proposal.

*If the Iowa Construction Sales Tax Cert is not received prior to the commencement of work, LL Pelling will apply the appropriate sales tax based on the amount designated by, the material vendor.

Authorized
Signature

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ Date _____

Signature _____ Date _____

"Committed to Excellence since 1948"

PROPOSAL

City Of Tipton
Attn Steve
407 Lynn St
Tipton, IA 52772

Phone: 563-886-4275

Email: snash@tiptoniowa.org



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:
Page 2

Street	From	To	L (ft)	W (ft)	TYPE OF WORK (SY)		Total
					Type A	Type B	
Plum St	Hwy 130	5th St Thur Inter Section	650	24	-	-	\$ -
					-	1,733	\$ 5,025.70
Airport Rd	Cedar Valley Rd	Parking Lot	1836	22	-	-	\$ -
					-	4,488	\$ 13,015.20
Airport Rd	Cedar Valley Rd	Parking Lot	1832	22	-	-	\$ -
					-	4,478	\$ 12,986.20
Parking Lot			206	186	-	-	\$ -
					-	4,257	\$ 12,345.30
Parking Lot			206	186	-	-	\$ -
					-	4,257	\$ 12,345.30
					-	-	\$ -
					-	-	\$ -
					-	-	\$ -
					-	-	\$ -
					-	-	\$ -
					-	-	\$ -
					-	-	\$ -
					-	-	\$ -

Summary of Work	Unit of Measure	Quantity	Unit Cost	Total
Type B Work	Square Yd	19,213	\$ 2.90	\$ 55,717.70
Cold Mix Patching	per ton	18.00	\$ 350.00	\$ 6,300.00
NOTES: Billing on final units completed.				\$ 62,017.70

Date: 7/10/2025

Authorized
Signature

Randy Putnam

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ Date _____

Signature _____ Date _____

"Committed to Excellence since 1948"



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

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

Dear Mr. Wagner:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-19-0134-010-2025 at Mathews Memorial Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

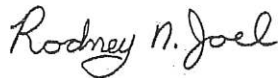
Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Anthony Pollard, Ph: (816) 329-2619, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Rodney N. Joel

Director, Central Region Airports Division



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date

Airport/Planning Area

Mathews Memorial

AIP Grant Number

3-19-0134-010-2025

Unique Entity Identifier

C3T7NNJ5LAF3

TO: **City of Tipton**

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **March 24, 2025**, for a grant of Federal funds for a project at or associated with the **Mathews Memorial Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Mathews Memorial Airport** (herein called the "Project") consisting of the following:

Reconstruct General Aviation Apron (14,868 SF) –

Approximately 49% of the project

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated

Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety-Five (95%) of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$150,000.00.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$150,000.00 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as stated in 49 U.S.C § 47142(b). Eligible project related costs incurred on or after November 15, 2021, that comply with all Federal funding, procurement requirements and FAA standards are allowable costs.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination:

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
- (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
- (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
- (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
- (5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the

Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. **Unique entity identifier (UEI)** means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

- i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 3. *Provisions applicable to a recipient other than a private entity.*
 - a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 4. *Provisions applicable to any recipient.*
 - a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
 - b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
 - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
 - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- 5. *Definitions. For purposes of this Grant award, term:*
 - a. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a

volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

- b. "Private Entity" means:
- i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 01, 2009, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4712, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Co-Sponsor.** The Co-Sponsors, if any, understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>
31. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 1473, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:
 - a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4) and
 - b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will

cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

33. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
- c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

34. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

35. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

36. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
37. **State Highway Specifications.** The Sponsor agrees that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek AIP, Airport Infrastructure Grant (AIG), or supplemental appropriation grant funds for the rehabilitation or reconstruction of airfield pavement included in this Grant Agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons, per 49 U.S.C §§ 47105(c) or 47114(d)(4).
38. **Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
39. **Protection of Runway Protection Zone - Easement.** The Sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
40. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
 - a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
41. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
42. **Usable Unit of Development.** The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

(Signature of Sponsor's Authorized Official)

Rodney N Joel

(Typed Name)

Acting Director, Central Region Airports Division

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated

City of Tipton

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Iowa. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and 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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and

procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed

as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, 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.
- i. The sponsor may 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.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act

of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
 - c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
 - d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or

conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([sponsor name]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such

land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to,

current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of March 24, 2025.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

Budget Information		AIP:		IIJA:	
Admin	\$1,000.00	Admin	\$492.51	Admin	\$507.49
Engineering Basic	\$50,086.00	Engineering Basic	\$24,667.86	Engineering Basic	\$25,418.09
Other Engineering	\$6,145.00	Other Engineering	\$3,026.47	Other Engineering	\$3,118.52
Project Inspection	\$54,414.00	Project Inspection	\$26,799.44	Project Inspection	\$27,614.51
Construction	\$208,947.00	Construction	\$102,908.49	Construction	\$106,038.30
Miscellaneous	\$0.00	Miscellaneous	\$0.00	Miscellaneous	\$0.00
Total	\$320,592.00	Total	\$157,894.77	Total	\$162,696.91
Federal Share	\$304,562	Federal Share	\$150,000	Federal Share	\$154,562

Total Federal Share **\$304,562**
AIP Percentage **49%**
IIJA Percentage **51%**

RESOLUTION NO. 072125B

RESOLUTION APPOINTING _____ TO FILL THE VACANCY
OF FIRST WARD COUNCIL PERSON

WHEREAS, Council member George Welker, representing the City's First Ward, relocated his residence to the City's Third Ward effective June 2, 2025; and,

WHEREAS, the vacancy created by this may be filled by appointment of the remaining members of the City Council pursuant to Iowa Code §372.13(2)(a); and,

WHEREAS, the City Council intends to fill the vacancy by appointment; and,

WHEREAS, the City Council published notice in the manner prescribed by Iowa Code §362.3 stating that the Council intends to fill the vacancy by appointment but that the City's First Ward electors have the right to file a petition requiring the vacancy to be filled by a special election; and

WHEREAS, the published notice also invited 1st Ward residents to submit "letters of interest" for this appointment by noon on July 16 with these residents (*listed alphabetically*) submitting a response:

Jenkins, Judy

Koob, Kevin

McMahon, Conner

Pratt, Scotty

Tholen, Becky

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tipton, Iowa that _____ is hereby appointed to the position of First Ward Councilperson to serve for the period until the next pending election as defined in Iowa Code §69.12.

PASSED AND APPROVED this 21st day of July 2025.

Tammi Goerdts, 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. 072125B which was passed by the Tipton City Council this 21st day of July 2025.

Amy Lenz, City Clerk

July 8th, 2025

To Whom it May Concern,

My name is Conner McMahon, and I am writing to express my interest in the City Council vacancy for Tipton's 1st Ward. I have been a resident of Tipton for the past 12 years, and during that time, I have truly come to appreciate the strong sense of community that defines our town. I grew up in Waterloo, Iowa, and later attended the University of Iowa in Iowa City, where I earned a bachelor's degree in English. Coming from larger cities, the small-town atmosphere of Tipton was initially a new experience for me, but it's one I've grown to love. The close-knit community, the pride residents take in our town, and the way people support one another are all things that have made Tipton feel like home.

For the past 10 years, I have had the honor of serving as a volunteer with both the Tipton Ambulance and Fire Departments. During this time, I've worked as a driver and EMT for the ambulance service and have held several leadership roles within the fire department, including Secretary/Treasurer, Captain, and currently - 2nd Assistant Chief. Volunteering with these departments has been one of the most rewarding aspects of living in Tipton. The opportunity to help and serve our community has become an important part of my life, and I am grateful for the experiences and connections that have come with it.

I believe that serving on the City Council would be a meaningful next step in giving back to the residents of Tipton. While I may not have formal governmental experience, I bring with me a strong set of skills that I believe are critical to the role: I am a quick learner, an effective communicator, a strategic thinker, and a team-oriented leader. I am committed to working hard on behalf of the community and continuing to support the growth and well-being of Tipton. Thank you for your time and consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Conner McMahon', with a large, stylized loop at the end.

Conner McMahon
302 Sycamore Street
Tipton, IA 52772
319-269-4453

Melissa Armstrong

Subject: FW: Letter of Interest for Ward One

From: Becky Tholen <beckytholen73@gmail.com>
Sent: Wednesday, July 16, 2025 8:35 AM
To: Tammi Goerdt <mayor@tiptoniowa.org>
Subject: Letter of Interest for Ward One

July 16, 2025

Tipton City Council
[407 Lynn St.](#)
[Tipton, IA 52772](#)

Dear Members of Tipton City Council,

I am writing to express interest in filling the vacancy of City Council Member in the First Ward.

As a resident of the City of Tipton for the past 30 years, I have been active in volunteering as an EMT on the Tipton Ambulance, active in Tipton Chamber events and previous President of the Tipton Elementary PTA.

I have been a business owner in the community for the past 15-20 years.

I am very supportive of our community and community goals. I feel it is important for the City of Tipton to grow and would like to be involved in helping with the growth and success of the community.

Please let me know if you have any questions for me and I look forward to hearing from you.

Sincerely,

Rebecca Tholen

July 15th, 2025

Dear Tipton City Council,

I am writing this letter to express my interest in filling the open seat for my ward 1. Being born, raised, and having lived in Tipton all of my life, I feel I have invested much in this community and would like to do so further by giving of my time, knowledge, and love for this community through being a council member.

I graduated from Tipton and started my first teaching job here. Volunteering for the community has been life long for me and is still a major part of my life. I have done so through helping the elderly, homeless, families in need, animals, handicapped and special needs, and even the youth of this community. I have and continue to do this through starting The Gathering, Friends of the Animals, Cedar County League for Animal Welfare, serving in the Lions club, and being a current board member of the Tipton Senior Park.

Since marrying my husband Andrew, he and his children moved here with me to be a part of this community and raise our family. Our children graduated here and we now have grandchildren here in this school district as well.

Andrew and I have multiple small businesses we operate in this community. One has been a major part in improving the community and providing more housing for families. We have flipped many houses here that were in poor condition. Some were sold and some are rentals. Two storefronts were also gutted and remodeled to provide 2 apartments, space for youth, special needs/handicapped, and rentals for various occasions for the community. We will also be building new construction houses in the future on multiple lots that we own.

It's been my desire to see this community thrive and be the best it can be. I desire to see houses as well as the downtown restored and revived.

I know there is much to be completed as well as the general maintenance and running of our city overall.

Being a part of helping the economic development of this community and all aspects of this community would be a privilege and honor for me.

I ask for your consideration in voting for me to represent my ward 1 for the community of Tipton.

Best,


Judy Jenkins

July, 15 2025

To: Mayor and Council
City of Tipton Iowa

Ref: Letter of Interest

From: Kevin Koob


Ladies and Gentlemen,

Please accept my Letter of Interest for the vacant council position. I am a long time resident of Tiptons Ward #1, and have been active within the community as a part-time employee of the ambulance service prior to my recent retirement. I have extensive experience in both middle and upper management.

I have remained deeply interested in community issues pertaining to developments, improvements, and recreation. Receipt of an appointment to the council would enable me to provide representation for Ward 1 residents as well as evaluating all matters important to the progress and fiscal responsibility of the City of Tipton Iowa.

Thank you for any and all consideration of my Letter of Interest.

Respectfully,


200 Lynn St
(563) 331-8010

Dear Honorable Mayor and City Council,

I am interested in the vacant seat on the City Council. I have been a resident of Tipton now for 25 years. My wife Penny is a local business owner/operator, and we have three beautiful daughters. Two graduated from Tipton High School, and the third will be a Junior this year.

My main motivation for joining the council is to continue to support my ward through the beautification of the neighborhood. I am currently mowing some of my neighbors' yards to help keep my area looking nice. We have a beautiful city. Second, I would like to help the city of Tipton generate support for our local business. I believe I will work well with current elected members to drive solutions to make Tipton a staple of Cedar County.

Thank you for your consideration.

Sincerely,

Scotty Pratt

A handwritten signature in black ink, appearing to read "Scotty Pratt", with a long horizontal flourish extending to the right.