

City of Tipton, Iowa

Meeting: Tipton City Council Meeting
Place: Tipton, Iowa 52772
Date/Time: Monday, March 22, 2021, 5:30 p.m.
Web Page: www.tiptoniowa.org
Posted: Friday, March 19, 2021 (Front door of City Hall & City Website)

Iowa Code, Chapter 21, as interpreted, permits public meetings to be held electronically, provided all participants can either hear or see the meeting, and provided the Council and the public can participate. The City of Tipton will be utilizing Go To Meeting to host our council meetings until further notice. Council members and Mayor will be attending from their homes. City staff will be attending either from their homes or City Hall. The Public can attend the meeting on their own computer using the following Go to Meeting link:

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

<https://global.gotomeeting.com/join/997913853>

You can also dial in using your phone.

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

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

Access Code: 997-913-853

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

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- A. Call to Order**
 - B. Roll Call**
 - C. Pledge of Allegiance**
 - D. Agenda Additions/Agenda Approval**
 - E. Communications:**

1. Exception to the Noise Ordinance-*Becca Stumbo* (a motion will be coming up under the Consent Agenda)

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, March 8, 2021
2. Approval – Investment and Treasurer’s Report, February 2021
3. Approval – Exception to Noise Ordinance on Saturday, May 8th, 4:00 p.m. to 12:00 a.m., for a DJ at 401 West South Street
4. Approval – Downtown Revitalization Incentive Program (DRIP) Request, Joe Evanovich, DBA: Ameriprise Financial Services, 516 Cedar Street
5. Approval - 2020 Township Contracts for EMS and Fire Services for Cass Township, Center Township, Fairfield Township, Red Oak Township, Rochester Township, Springfield Township and Sugar Creek Township
6. Approval - Claims Register which includes claims paid under the current purchase policy.

G. Public Hearings

1. Public Hearing on Fiscal Year 2021-2022 Annual Budget

H. New Business

1. Resolution No. 032221A: Resolution approving the City of Tipton Fiscal Year 2021-2022 Annual Budget
2. Resolution No. 032221B: Resolution approving the partial release of retainage for the “James Kennedy Family Aquatic Center Renovation Project” (included in pay application No. 9) as recommended by HBK Engineering
3. Resolution No. 032221C: Resolution approving “Attachment and Use Agreement” between the City of Tipton and Windstream Iowa Communications. LLC
4. Discussion and possible action concerning Phase I study by Wapsi Valley Archaeology, Inc. regarding grant eligibility for the Greenspace. (*Cost of Phase I is \$3,537.17. 50% would be paid for by CARES grant funds provided by ECIA.*)
5. Discussion and possible action concerning ECIA grant writing proposal. (*This agreement would provide “blanket” grant writing services of up to \$7,500, with 50% City/50% CARES grant to pay for it. Since this was written, ECIA said it would be favorable to making this 50/50, up to \$10,000, if the City would also like to go in this direction.*)
6. Discussion and possible action concerning the Energy Cost Adjustment rate.
7. Discussion and possible action approving tree carver’s contract for tiger tree sculptures.

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
 - a. Update on insurance renewal. (*Finance Director Armstrong*)

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.

March 8, 2021
Electronic Meeting
Tipton, Iowa

The City Council of the City of Tipton, Cedar County, Iowa, met electronically due to the Governor's State of Public Health Disaster, COVID-19 Coronavirus Disease, at 5:30 p.m. Mayor Carney called the meeting to order. Upon roll being called the following named council members were present: Cummins, Hembry, McNeill, Paustian and Helm. Also present: Wagner, Armstrong, Lenz, Nash, Penrod, B. Brennan, Beck, the press and other visitors.

Agenda:

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

Consent Agenda:

Motion by Cummins, second by McNeill to approve the consent agenda which includes the February 22nd Council Meeting Minutes, January 18th Library Minutes, January 2021 Library Director's Report, February/March 2021 Development Director's Report, Pay Application No. 9, for Woodruff Construction, for the Wastewater Treatment Plant Improvements 2018 Project in the amount of \$249,884.29, Downtown Revitalization Incentive Program (DRIP) request for Sally Groves, DBS: The Rickery, 115 West 5th Street, Downtown Revitalization Incentive Program (DRIP) request for Dane Esbeck, 122 East 5th Street, Apprenticeship Program Step 1 raise for Daniel Lilienthal, Apprenticeship Program Step 2 raise for Race Hall, and the following claims list. Following the roll call vote the motion passed unanimously.

ACCESS SYSTEMS LEASING	COPIER AGREEMENT	1384.16
AFLAC	AFLAC AFTER TAX PY W/HOLDING	549.36
ALBAUGH PHC INC	RESTROOM REPAIRS	791.75
ALTORFER INC	REPAIR ENGINE COOLANT HEATER	845.91
AT&T MOBILITY	WIRELESS	232.36
AXA EQUI-VEST PROCESSI	DEF. COMP PRETAX	485.00
BAKER & TAYLOR	BOOKS	136.77
BANLEACO	COPIERS CONTRACT	105.60
BLUE CROSS/BLUE SHIELD	BCBS HEALTH INSURANCE PYMT	34843.92
CCL SUPPLY LLC	SHOP SUPPLIES	91.84
CEDAR CO PUBLIC HEALTH	HEP B 1 OF 3	110.00
CEDAR COUNTY CO-OP	FUEL DISCOUNT	33338.73
CEDAR COUNTY ENGINEER	34.20 GL DSL	2491.85
CEDAR COUNTY RECORDER	RECORDING	22.00
CEDAR COUNTY SOLID WAS	TRANSFER FEES	2772.00
CINTAS CORPORATION	FIRST AID SUPPLIES	168.71
CINTAS LOC	UNIFORMS	733.74
CITY OF TIPTON	MISC. EMPLOYEE REIMBURSEMENTS	210.00
CITY OF TIPTON FUNDS	ADMINISTRATIVE SERVICES	264990.54
CITY OF TIPTON-REVOLVI	CENTRAL GARAGE REPAY	22156.67
CITY UTILITIES	CITY UTILITIES	26900.70
CJ COOPER & ASSOCIATES	RANDOM SELECT	35.00
COLLECTION SERVICES CE	CHILD SUPPORT	96.73
COOK APPRAISAL	APPRAISAL REPORT	4000.00
COPY SYSTEMS	BASE CHARGE	74.68
D & R PEST CONTROL	PEST CONTROL	190.99

DR DARLENE A EHLERS	MARCH RENT	500.00
EASTERN IOWA LIGHT & P ECIA	UTILITIES N AVE WATER IMPROVEMENTS	825.27 391.79
ERIC STORJOHANN	2 BURIALS	1000.00
GARDEN & ASSOCIATES IN HAWKINS INC	REVISE ST IMPROVEMENT MAP CHEMICALS	4574.80 594.44
I.R.S.	FEDERAL WITHHOLDING	18103.55
IMAGE TREND INC	ANNUAL SOFTWARE FEE	900.00
INTEGRATED TECHNOLOGY	TELECOMMUNICATIONS SERVICES	115.00
INTERSTATE POWER SYSTE	GENERATOR REPAIRS	622.71
IOWA DIVISION OF LABOR	BOILER INSPECTION	135.00
IOWA EMERGENCY MEDICAL IPERS	TRAINING IPERS WITHHOLDING, FIRE	20.00 12128.71
KELTEK INC	VEHICLE OPERATIONS	510.42
KIRKWOOD COMMUNITY COL	TRAINING	7.00
ELECTRONICS INC	ALARM SERVICE	120.00
MAINSTAY SYSTEMS INC	WATCHGUARD CLIENT LICENSE	189.00
MARCIA MEYERS	MARCH RENT	600.00
MICHELE PISMAN	FEBRUARY YOGA	22.00
MIDAMERICAN ENERGY COM	MARCH CASH REQUEST	33000.00
MISC. VENDOR	VOLKERT, AARON :US REFUND	7745.41
MITCHELL 1	WEB SUBSCRIPTION	260.80
MOCIC	MEMBERSHIP FEE	100.00
NILES CHIROPRACTIC	RANDOM DRUG SCREEN	25.00
OFFICE MACHINE CONSULT PCC	MANAGEMENT SERVICES BILLING	2985.00 708.45
PENGUIN RANDOM HOUSE L	2 BOOKS ON CD	63.75
PENNY JACOBI	LIFEGUARD RECERTIFICATION	300.00
PRAXAIR DISTRIBUTION I	OXYGEN	58.17
PRINCIPAL	ADJUSTMENT ON DENTAL COVERAGE	783.97
QUADIENT FINANCE USA I	POSTAGE FOR MACHINE	2000.00
ROTH ELECTRIC	SERVICE CALL AQUATIC CENTER	110.00
SMARTSOURCE CONSULTING	PHASE 3 SECOND HALF	2750.00
SPINUTECH INC	FEB EMAIL MARKETING	25.00
STAPLES	OFFICE SUPPLIES	52.38
STOREY KENWORTHY/MATT	UTILITY BILLING ENVELOPES	662.80
STUART C IRBY CO	OVERHEAD SUPPLIES	1333.27
TERRACON CONSULTANTS I	WEST WWTP IMPROVEMENTS	10257.50
TERRY AND SONS INC	PAINT FOR OUTDOOR POOLS	4531.00
TIPTON VETERINARY SERV	MISC SERVICES	112.70
TITAN MACHINERY INC	REPAIR PARTS	62.00
TREASURER, STATE OF IO	STATE WITHHOLDING	2854.00
UNUM LIFE INSURANCE CO	LONG TERM DISABILITY PAYROLL	342.81

VEENSTRA & KIMM INC	NW AREA UTILITY IMPROVEMENTS	1185.00
WRIGHT LAWN CARE	CONTRACT PAY MARCH 2021	358.33
** TOTAL **		511786.04
FUND TOTALS		
001 GENERAL GOV		93200.58
110 ROAD USE TA		15258.47
112 TRUST AND A		35346.92
119 Emergency F		2689.25
121 LOCAL OPTIO		23256.01
125 TIF SPECIAL		9109.58
160 ECONOMIC/IN		7500.00
192 FIRE ENTERP		2083.33
303 WASTEWATER		10257.50
600 WATER OPERA		14443.36
610 WASTEWATER/		29699.59
630 ELECTRIC OP		157136.55
640 GAS OPERATI		38614.28
642 GAS RESERVE		5083.33
660 AIRPORT OPE		5414.15
670 GARBAGE COL		20760.12
740 STORM WATER		1548.89
810 CENTRAL GAR		8504.17
835 ADMINISTRAT		8094.05
860 PAYROLL ACC		23785.91
GRAND TOTAL		511786.04

Payroll Amount for February 2021 \$163,819.28

Old Business:

1. Ordinance No. 578: An ordinance amending chapter 166.06; R-1 single-family and two-family residential district; section 5, height and area regulations; subsection H.

Motion by McNeill, second by Cummins to approve the final reading of Ordinance No. 578, an ordinance amending chapter 166.06; R-1 single-family and two-family residential district; section 5, height and area regulations; subsection H. Following the roll call vote the motion passed unanimously.

2. Ordinance No. 579: An ordinance amending chapter 166.07; R-2 two-family and multiple family residential district; section 5, height and area regulations; subsection G.

Motion by McNeill, second by Helm to approve the final reading of Ordinance No. 579, an ordinance amending chapter 166.07; R-2 two-family and multiple-family residential district; section 5, height and area regulations; subsection G. Following the roll call vote the motion passed unanimously.

New Business:

1. Resolution No. 030821A: Resolution awarding grant administration services for a Housing Sustainability Community Development Block Grant application.

Motion by McNeill, second by Cummins to approve Resolution No. 030821A, the resolution awarding grant administration services for a Housing Sustainability Community Development Block Grant application. Following the roll call vote the motion passed unanimously.

2. Resolution No. 030821B: Resolution awarding technical services for a Housing Sustainability Community Development Block Grant
Motion by McNeill, second by Cummins to approve Resolution No. 030821B, the resolution awarding technical services for a Housing Sustainability Community Development Block Grant. Following the roll call vote the motion passed unanimously.

3. Resolution No. 030821C: Resolution accepting a bid for the Mulberry Street Water Main and Street Improvement Project 2021
Motion by Hembry, second by McNeill to approve Resolution No. 030821C, the resolution accepting a bid for the Mulberry Street Water Main and Street Improvement Project 2021. Following the roll call vote the motion passed unanimously.

4. SmartSource's Final Report on Phase 3 of the City's Broadband Project and consideration of SmartSource's new proposal.
Motion by Cummins, second by McNeill to approve SmartSource's Final Report on Phase 3 of the City's Broadband Project and consideration of SmartSource's new proposal to "serve as the City's advisory representative during the development of the planned partnership between Liberty Communications and Clarence Telephone and the subsequent construction of their planned network." Following the roll call vote the motion passed unanimously.

5. AARP grant writing agreement with ECIA
Motion by Hembry, second by Cummins to approve the AARP grant writing agreement with ECIA for Greenspace or 4th Street Plaza Project. Following the roll call vote the motion passed unanimously.

6. Purchase Gas Adjustment Rate
Motion by Hembry, second by Cummins to go with Option 2 to repay back the gas charge of \$839,456, over 24 months. Following the roll call vote the motion passed unanimously.

Adjourn:

With no further business to come before the council a motion to adjourn was made by McNeill, second by Cummins. Following the roll call vote the motion passed unanimously.
Meeting adjourned at 6:14 p.m.

Mayor_____

Attest: _____
City Clerk

CITY OF TIPTON
FUND BALANCE REPORT
AS OF: FEBRUARY 28TH, 2021

	BEGINNING FUND BALANCE	YTD REVENUES	YTD EXPENSES	ENDING FUND BALANCE
001-GENERAL GOVERNMENT	310,498.34CR	2,098,633.20CR	2,470,844.10	61,712.56
110-ROAD USE TAX FUND	219,396.75CR	308,262.80CR	331,787.21	195,872.34CR
112-TRUST AND AGENCY FUND	31,991.73CR	244,175.04CR	282,775.32	6,608.55
119-Emergency Fund	2,559.00CR	18,680.52CR	21,514.00	274.48
121-LOCAL OPTION TAX	164,903.08CR	241,153.70CR	188,349.46	217,707.32CR
125-TIF SPECIAL REVENUE FUND	87,603.96CR	138,124.27CR	111,018.78	114,709.45CR
160-ECONOMIC/INDUSTRIAL DEVEL	425,133.10CR	9,037.65CR	40,000.00	394,170.75CR
168-AQUATIC CENTER CAMPAIGN F	576,279.12	0.00	0.00	576,279.12
189-LIBRARY TRUST FUND	9,253.14CR	2,002.56CR	0.00	11,255.70CR
190-P S SHARE FUND	34,124.53CR	1,987.05CR	0.00	36,111.58CR
192-FIRE ENTERPRISE TRUST	45,525.61CR	64,222.94CR	16,666.68	93,081.87CR
202-ELECTRIC REVENUE BONDS	227,091.64CR	137,656.55CR	5,352.50	359,395.69CR
203-06 ELECTRIC SUBSTATION RE	507,490.18CR	152,839.94CR	21,370.00	638,960.12CR
204-WATER REVENUE BOND RESERV	243,253.07CR	428.95CR	0.00	243,682.02CR
205-GO FIRE TRUCK 2010	6,136.98CR	10.84CR	0.00	6,147.82CR
208-WW/SEWER REVENUE BOND SIN	67,918.05CR	135,309.07CR	19,159.08	184,068.04CR
208-WW/SEWER REVENUE BOND SIN	67,918.05CR	135,309.07CR	19,159.08	184,068.04CR
214-GO CP BONDS SERIES 2011A	12,862.44	138,677.55CR	9,565.00	116,250.11CR
216-GO CP BONDS SERIES 2011B	2,202.37CR	32,407.82CR	3,583.75	31,026.44CR
218-GO CP BONDS SERIES 2011C	74,733.63CR	39,293.30CR	3,715.00	110,311.93CR
220-GO BONDS 2013 DEBT SRVC	1,133.03CR	38,805.47CR	2,770.00	37,168.50CR
222-GO BOND 2015 DEBT SERVICE	84,826.46CR	57,344.77CR	8,075.00	134,096.23CR
224-GO BOND DEBT SERVICE	4,460.21CR	127,165.56CR	21,101.25	110,524.52CR
303-WASTEWATER PROJECT	264,879.67CR	4,531,335.62CR	4,521,279.67	274,935.62CR
500-CEMETERY TRUST FUND	108,977.38CR	1,299.79CR	0.00	110,277.17CR
600-WATER OPERATING	460,286.00CR	444,219.13CR	436,262.90	468,242.23CR
610-WASTEWATER/AKA SEWER REVE	235,783.28CR	394,296.61CR	357,891.29	272,188.60CR
630-ELECTRIC OPERATING	1,002,185.33CR	2,970,981.49CR	3,226,666.10	746,500.72CR
631-ELECTRIC DEVELOPMENT	8,948.65CR	15.78CR	0.00	8,964.43CR
632-ELECTRIC RENEWAL/REPLACEM	390,097.54CR	687.89CR	0.00	390,785.43CR
633-ELECTRIC RESERVE	427,038.97CR	1,113.99CR	0.00	428,152.96CR
634-ELECTRIC BOND/INT RESERVE	278,906.81CR	201.78CR	0.00	279,108.59CR
640-GAS OPERATING	33,581.89	898,838.06CR	1,057,000.86	191,744.69
641-GAS D.E.I.	16,398.53CR	116.10CR	0.00	16,514.63CR
642-GAS RESERVE	450,245.91CR	1,834.91CR	25,416.65	426,664.17CR
660-AIRPORT OPERATING	9,184.71CR	28,675.16CR	56,132.01	18,272.14
670-GARBAGE COLLECTION	105,091.77CR	403,090.56CR	390,720.39	117,461.94CR
740-STORM WATER	188,617.34CR	68,338.50CR	54,531.97	202,423.87CR
810-CENTRAL GARAGE	190,591.97CR	223,561.16CR	321,664.05	92,489.08CR
820-PSF HEALTH INSURANCE	97,194.25CR	61,253.50CR	62,817.54	95,630.21CR
835-ADMINISTRATIVE SERVICES	37,404.74CR	217,749.53CR	224,951.39	30,202.88CR
860-PAYROLL ACCOUNT	1,305.19CR	0.00	0.00	1,305.19CR
950-ELECTRIC METER DEPOSITS	14,501.95CR	7,372.41CR	9,405.00	12,469.36CR
951-WATER METER DEPOSITS	1,894.70CR	2,813.96CR	2,780.00	1,928.66CR
952-GAS METER DEPOSITS	9,256.19CR	4,976.51CR	5,235.00	8,997.70CR
GRAND TOTAL FUND BALANCE	6,294,220.34CR	14,384,301.06CR	14,329,561.03	6,348,960.37CR

*** END OF REPORT ***

CITY OF TIPTON
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: FEBRUARY 28TH, 2021

% OF YEAR COMPLETED: 66.67

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>1-GENERAL GOVERNMENT</u>							
TOTAL REVENUE	3,140,949.18	1,708,774.22	2,944,169.81	166,779.36	2,098,633.20	845,536.61	71.28
TOTAL EXPENDITURES	<u>3,151,606.04</u>	<u>2,008,001.99</u>	<u>3,185,595.42</u>	<u>193,787.28</u>	<u>2,470,844.10</u>	<u>714,751.32</u>	<u>77.56</u>
REVENUES OVER/(UNDER) EXPENDITURES	(10,656.86)	(299,227.77)	(241,425.61)	(27,007.92)	(372,210.90)	130,785.29	154.17
<u>2-ROAD USE TAX FUND</u>							
TOTAL REVENUE	394,350.13	312,496.04	400,503.74	28,352.17	308,262.80	92,240.94	76.97
TOTAL EXPENDITURES	<u>745,055.69</u>	<u>602,417.44</u>	<u>400,503.74</u>	<u>30,352.11</u>	<u>331,787.21</u>	<u>68,716.53</u>	<u>82.84</u>
REVENUES OVER/(UNDER) EXPENDITURES	(350,705.56)	(289,921.40)	0.00	(1,999.94)	(23,524.41)	23,524.41	0.00
<u>3-TRUST AND AGENCY FUND</u>							
TOTAL REVENUE	428,354.00	236,143.32	424,163.00	2,199.71	244,175.04	179,987.96	57.57
TOTAL EXPENDITURES	<u>428,354.00</u>	<u>285,569.32</u>	<u>424,163.00</u>	<u>35,346.92</u>	<u>282,775.32</u>	<u>141,387.68</u>	<u>66.67</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(49,426.00)	0.00	(33,147.21)	(38,600.28)	38,600.28	0.00
<u>4-Emergency Fund</u>							
TOTAL REVENUE	31,435.00	17,394.87	32,271.00	172.95	18,680.52	13,590.48	57.89
TOTAL EXPENDITURES	<u>31,435.00</u>	<u>18,337.10</u>	<u>32,271.00</u>	<u>2,689.25</u>	<u>21,514.00</u>	<u>10,757.00</u>	<u>66.67</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(942.23)	0.00	(2,516.30)	(2,833.48)	2,833.48	0.00
<u>5-LOCAL OPTION TAX</u>							
TOTAL REVENUE	270,970.00	211,949.36	279,072.00	41.26	241,153.70	37,918.30	86.41
TOTAL EXPENDITURES	<u>532,800.00</u>	<u>440,965.80</u>	<u>279,072.00</u>	<u>23,256.01</u>	<u>188,349.46</u>	<u>90,722.54</u>	<u>67.49</u>
REVENUES OVER/(UNDER) EXPENDITURES	(261,830.00)	(229,016.44)	0.00	(23,214.75)	52,804.24	(52,804.24)	0.00
<u>6-TIF SPECIAL REVENUE FUND</u>							
TOTAL REVENUE	206,996.00	120,078.71	239,048.00	575.98	138,124.27	100,923.73	57.78
TOTAL EXPENDITURES	<u>206,996.00</u>	<u>219,700.97</u>	<u>239,048.00</u>	<u>9,109.58</u>	<u>111,018.78</u>	<u>128,029.22</u>	<u>46.44</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(99,622.26)	0.00	(8,533.60)	27,105.49	(27,105.49)	0.00
<u>7-ECONOMIC/INDUSTRIAL DEVELOPMENT</u>							
TOTAL REVENUE	2,000.00	10,933.14	6,300.00	855.46	9,037.65	(2,737.65)	143.45
TOTAL EXPENDITURES	<u>261,331.00</u>	<u>10,827.00</u>	<u>50,000.00</u>	<u>7,500.00</u>	<u>40,000.00</u>	<u>10,000.00</u>	<u>80.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	(259,331.00)	106.14	(43,700.00)	(6,644.54)	30,962.35	(12,737.65)	70.85
<u>8-AQUATIC CENTER CAMPAIGN FUND</u>							
<u>9-LIBRARY TRUST FUND</u>							
TOTAL REVENUE	500.00	225.28	300.00	621.43	2,002.56	(1,702.56)	667.52
TOTAL EXPENDITURES	<u>500.00</u>	<u>0.00</u>	<u>300.00</u>	<u>0.00</u>	<u>0.00</u>	<u>300.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	225.28	0.00	621.43	2,002.56	(2,002.56)	0.00

CITY OF TIPTON
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: FEBRUARY 28TH, 2021

% OF YEAR COMPLETED: 66.67

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>190-P S SHARE FUND</u>							
TOTAL REVENUE	2,591.00	2,156.22	2,000.00	228.59	1,987.05	12.95	99.35
TOTAL EXPENDITURES	<u>2,591.00</u>	<u>0.00</u>	<u>2,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,000.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	2,156.22	0.00	228.59	1,987.05	(1,987.05)	0.00
<u>192-FIRE ENTERPRISE TRUST</u>							
TOTAL REVENUE	93,548.53	59,041.15	90,000.00	17.64	64,222.94	25,777.06	71.36
TOTAL EXPENDITURES	<u>93,549.00</u>	<u>61,800.00</u>	<u>25,000.00</u>	<u>2,083.33</u>	<u>16,666.68</u>	<u>8,333.32</u>	<u>66.67</u>
REVENUES OVER/(UNDER) EXPENDITURES	(0.47)	(2,758.85)	65,000.00	(2,065.69)	47,556.26	17,443.74	73.16
<u>202-ELECTRIC REVENUE BONDS</u>							
TOTAL REVENUE	205,265.00	139,325.93	205,705.00	17,210.19	137,656.55	68,048.45	66.92
TOTAL EXPENDITURES	<u>205,265.00</u>	<u>7,632.50</u>	<u>205,705.00</u>	<u>0.00</u>	<u>5,352.50</u>	<u>200,352.50</u>	<u>2.60</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	131,693.43	0.00	17,210.19	132,304.05	(132,304.05)	0.00
<u>203-06 ELECTRIC SUBSTATION RE</u>							
TOTAL REVENUE	226,700.00	156,112.12	227,740.00	19,099.42	152,839.94	74,900.06	67.11
TOTAL EXPENDITURES	<u>226,700.00</u>	<u>23,350.00</u>	<u>227,740.00</u>	<u>0.00</u>	<u>21,370.00</u>	<u>206,370.00</u>	<u>9.38</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	132,762.12	0.00	19,099.42	131,469.94	(131,469.94)	0.00
<u>204-WATER REVENUE BOND RESERV</u>							
TOTAL REVENUE	137,728.00	94,309.54	0.00	46.18	428.95	(428.95)	0.00
TOTAL EXPENDITURES	<u>137,728.00</u>	<u>1,363.75</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	92,945.79	0.00	46.18	428.95	(428.95)	0.00
<u>205-GO FIRE TRUCK 2010</u>							
TOTAL REVENUE	37,700.00	25,273.53	0.00	1.17	10.84	(10.84)	0.00
TOTAL EXPENDITURES	<u>37,700.00</u>	<u>593.28</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	24,680.25	0.00	1.17	10.84	(10.84)	0.00
<u>208-WW/SEWER REVENUE BOND SIN</u>							
TOTAL REVENUE	200,241.00	134,501.99	202,621.00	16,919.88	135,309.07	67,311.93	66.78
TOTAL EXPENDITURES	<u>200,241.00</u>	<u>8,417.50</u>	<u>202,621.00</u>	<u>0.00</u>	<u>19,159.08</u>	<u>183,461.92</u>	<u>9.46</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	126,084.49	0.00	16,919.88	116,149.99	(116,149.99)	0.00
<u>208-WW/SEWER REVENUE BOND SIN</u>							
TOTAL REVENUE	200,241.00	134,501.99	202,621.00	16,919.88	135,309.07	67,311.93	66.78
TOTAL EXPENDITURES	<u>200,241.00</u>	<u>8,417.50</u>	<u>202,621.00</u>	<u>0.00</u>	<u>19,159.08</u>	<u>183,461.92</u>	<u>9.46</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	126,084.49	0.00	16,919.88	116,149.99	(116,149.99)	0.00
<u>214-GO CP BONDS SERIES 2011A</u>							
TOTAL REVENUE	214,165.00	72,127.48	219,130.00	11,654.03	138,677.55	80,452.45	63.29
TOTAL EXPENDITURES	<u>214,165.00</u>	<u>12,082.50</u>	<u>219,130.00</u>	<u>0.00</u>	<u>9,565.00</u>	<u>209,565.00</u>	<u>4.36</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	60,044.98	0.00	11,654.03	129,112.55	(129,112.55)	0.00

CITY OF TIPTON
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<u>6-GO CP BONDS SERIES 2011B</u>							
TOTAL REVENUE	99,238.00	66,395.12	97,168.00	8,103.21	32,407.82	64,760.18	33.35
TOTAL EXPENDITURES	<u>99,238.00</u>	<u>4,618.75</u>	<u>97,168.00</u>	<u>0.00</u>	<u>3,583.75</u>	<u>93,584.25</u>	<u>3.69</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	61,776.37	0.00	8,103.21	28,824.07 (	28,824.07)	0.00
<u>8-GO CP BONDS SERIES 2011C</u>							
TOTAL REVENUE	115,580.00	78,011.43	117,430.00	9,806.74	39,293.30	78,136.70	33.46
TOTAL EXPENDITURES	<u>115,580.00</u>	<u>5,290.00</u>	<u>117,430.00</u>	<u>0.00</u>	<u>3,715.00</u>	<u>113,715.00</u>	<u>3.16</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	72,721.43	0.00	9,806.74	35,578.30 (	35,578.30)	0.00
<u>0-GO BONDS 2013 DEBT SRVC</u>							
TOTAL REVENUE	96,665.00	64,668.88	95,540.00	7,968.71	38,805.47	56,734.53	40.62
TOTAL EXPENDITURES	<u>96,665.00</u>	<u>3,332.50</u>	<u>95,540.00</u>	<u>0.00</u>	<u>2,770.00</u>	<u>92,770.00</u>	<u>2.90</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	61,336.38	0.00	7,968.71	36,035.47 (	36,035.47)	0.00
<u>2-GO BOND 2015 DEBT SERVICE</u>							
TOTAL REVENUE	108,175.00	63,486.96	106,150.00	3,995.99	57,344.77	48,805.23	54.02
TOTAL EXPENDITURES	<u>108,175.00</u>	<u>9,087.50</u>	<u>106,150.00</u>	<u>0.00</u>	<u>8,075.00</u>	<u>98,075.00</u>	<u>7.61</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	54,399.46	0.00	3,995.99	49,269.77 (	49,269.77)	0.00
<u>4-GO BOND DEBT SERVICE</u>							
TOTAL REVENUE	176,103.00	112,640.03	200,254.00	11,623.42	127,165.56	73,088.44	63.50
TOTAL EXPENDITURES	<u>176,102.50</u>	<u>23,051.25</u>	<u>200,254.00</u>	<u>0.00</u>	<u>21,101.25</u>	<u>179,152.75</u>	<u>10.54</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.50	89,588.78	0.00	11,623.42	106,064.31 (	106,064.31)	0.00
<u>3-WASTEWATER PROJECT</u>							
TOTAL REVENUE	397,380.00	372,462.23	6,832,250.00	943,883.93	4,531,335.62	2,300,914.38	66.32
TOTAL EXPENDITURES	<u>397,380.00</u>	<u>197,821.25</u>	<u>6,832,250.00</u>	<u>140,705.52</u>	<u>4,521,279.67</u>	<u>2,310,970.33</u>	<u>66.18</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	174,640.98	0.00	803,178.41	10,055.95 (	10,055.95)	0.00
<u>)-CEMETERY TRUST FUND</u>							
TOTAL REVENUE	1,500.00	2,186.51	1,500.00	0.00	1,299.79	200.21	86.65
TOTAL EXPENDITURES	<u>1,500.00</u>	<u>0.00</u>	<u>1,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,500.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	2,186.51	0.00	0.00	1,299.79 (	1,299.79)	0.00
<u>)-WATER OPERATING</u>							
TOTAL REVENUE	676,731.00	457,698.67	677,200.00	51,715.71	444,219.13	232,980.87	65.60
TOTAL EXPENDITURES	<u>675,981.00</u>	<u>397,940.13</u>	<u>810,669.00</u>	<u>34,107.23</u>	<u>436,262.90</u>	<u>374,406.10</u>	<u>53.82</u>
REVENUES OVER/(UNDER) EXPENDITURES	750.00	59,758.54 (	133,469.00)	17,608.48	7,956.23 (	141,425.23)	5.96-
<u>)-WASTEWATER/AKA SEWER REVE</u>							
TOTAL REVENUE	609,445.00	400,460.55	601,025.00	47,409.91	394,296.61	206,728.39	65.60
TOTAL EXPENDITURES	<u>669,965.00</u>	<u>462,149.96</u>	<u>626,675.00</u>	<u>43,062.84</u>	<u>357,891.29</u>	<u>268,783.71</u>	<u>57.11</u>
REVENUES OVER/(UNDER) EXPENDITURES	(60,520.00 (61,689.41) (25,650.00)	4,347.07	36,405.32 (62,055.32)	141.93-

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<u>630-ELECTRIC OPERATING</u>							
TOTAL REVENUE	4,724,025.97	2,922,105.25	4,399,232.40	353,136.54	2,970,981.49	1,428,250.91	67.53
TOTAL EXPENDITURES	<u>4,954,294.53</u>	<u>3,327,468.57</u>	<u>4,649,232.86</u>	<u>288,204.39</u>	<u>3,226,666.10</u>	<u>1,422,566.76</u>	<u>69.40</u>
REVENUES OVER/(UNDER) EXPENDITURES	(230,268.56)	(405,363.32)	(250,000.46)	64,932.15	(255,684.61)	5,684.15	102.27
<u>631-ELECTRIC DEVELOPMENT</u>							
TOTAL REVENUE	0.00	79.89	0.00	1.70	15.78	(15.78)	0.00
TOTAL EXPENDITURES	0.00	79.89	0.00	1.70	15.78	(15.78)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	79.89	0.00	1.70	15.78	(15.78)	0.00
<u>632-ELECTRIC RENEWAL/REPLACEMENT</u>							
TOTAL REVENUE	0.00	3,482.62	0.00	74.06	687.89	(687.89)	0.00
TOTAL EXPENDITURES	0.00	3,482.62	0.00	74.06	687.89	(687.89)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	3,482.62	0.00	74.06	687.89	(687.89)	0.00
<u>633-ELECTRIC RESERVE</u>							
TOTAL REVENUE	0.00	2,522.51	0.00	53.64	1,113.99	(1,113.99)	0.00
TOTAL EXPENDITURES	0.00	2,522.51	0.00	53.64	1,113.99	(1,113.99)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	2,522.51	0.00	53.64	1,113.99	(1,113.99)	0.00
<u>634-ELECTRIC BOND/INT RESERVE</u>							
TOTAL REVENUE	0.00	3,279.38	0.00	21.72	201.78	(201.78)	0.00
TOTAL EXPENDITURES	0.00	3,279.38	0.00	21.72	201.78	(201.78)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	3,279.38	0.00	21.72	201.78	(201.78)	0.00
<u>640-GAS OPERATING</u>							
TOTAL REVENUE	1,906,073.00	897,249.62	1,979,900.00	286,411.58	898,838.06	1,081,061.94	45.40
TOTAL EXPENDITURES	<u>1,938,573.18</u>	<u>1,126,457.64</u>	<u>1,979,900.00</u>	<u>285,259.58</u>	<u>1,057,000.86</u>	<u>922,899.14</u>	<u>53.39</u>
REVENUES OVER/(UNDER) EXPENDITURES	(32,500.18)	(229,208.02)	0.00	1,152.00	(158,162.80)	158,162.80	0.00
<u>641-GAS D.E.I.</u>							
TOTAL REVENUE	0.00	161.54	0.00	1.05	116.10	(116.10)	0.00
TOTAL EXPENDITURES	0.00	161.54	0.00	1.05	116.10	(116.10)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	161.54	0.00	1.05	116.10	(116.10)	0.00
<u>642-GAS RESERVE</u>							
TOTAL REVENUE	0.00	239.67	0.00	0.28	1,834.91	(1,834.91)	0.00
TOTAL EXPENDITURES	0.00	0.00	61,000.00	5,083.33	25,416.65	35,583.35	41.67
REVENUES OVER/(UNDER) EXPENDITURES	0.00	239.67	(61,000.00)	(5,083.05)	(23,581.74)	(37,418.26)	38.66
<u>660-AIRPORT OPERATING</u>							
TOTAL REVENUE	312,721.54	28,806.97	302,776.77	2,770.49	28,675.16	274,101.61	9.47
TOTAL EXPENDITURES	<u>366,721.54</u>	<u>57,227.69</u>	<u>361,522.77</u>	<u>4,081.97</u>	<u>56,132.01</u>	<u>305,390.76</u>	<u>15.53</u>
REVENUES OVER/(UNDER) EXPENDITURES	(54,000.00)	(28,420.72)	(58,746.00)	(1,311.48)	(27,456.85)	(31,289.15)	46.74
<u>670-GARBAGE COLLECTION</u>							
TOTAL REVENUE	586,018.00	394,163.66	539,893.00	48,265.43	403,090.56	136,802.44	74.66
TOTAL EXPENDITURES	<u>587,018.00</u>	<u>388,397.93</u>	<u>539,893.00</u>	<u>42,758.90</u>	<u>390,720.39</u>	<u>149,172.61</u>	<u>72.37</u>
REVENUES OVER/(UNDER) EXPENDITURES	(1,000.00)	5,765.73	0.00	5,506.53	12,370.17	(12,370.17)	0.00

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<u>J-STORM WATER</u>							
TOTAL REVENUE	104,566.00	69,652.65	103,100.00	8,423.16	68,338.50	34,761.50	66.28
TOTAL EXPENDITURES	<u>127,170.00</u>	<u>34,691.52</u>	<u>103,100.00</u>	<u>2,482.90</u>	<u>54,531.97</u>	<u>48,568.03</u>	<u>52.89</u>
REVENUES OVER/(UNDER) EXPENDITURES	(22,604.00)	34,961.13	0.00	5,940.26	13,806.53 (	13,806.53)	0.00
<u>J-CENTRAL GARAGE</u>							
TOTAL REVENUE	413,169.61	392,569.21	394,368.74	32,273.05	223,561.16	170,807.58	56.69
TOTAL EXPENDITURES	<u>533,685.00</u>	<u>427,603.94</u>	<u>480,222.74</u>	<u>15,921.56</u>	<u>321,664.05</u>	<u>158,558.69</u>	<u>66.98</u>
REVENUES OVER/(UNDER) EXPENDITURES	(120,515.39)	(35,034.73)	(85,854.00)	16,351.49 (	( 98,102.89)	12,248.89	114.27
<u>J-PSF HEALTH INSURANCE</u>							
TOTAL REVENUE	103,465.00	71,192.35	92,946.00	11,148.26	61,253.50	31,692.50	65.90
TOTAL EXPENDITURES	<u>103,465.00</u>	<u>60,171.25</u>	<u>92,946.00</u>	<u>4,168.66</u>	<u>62,817.54</u>	<u>30,128.46</u>	<u>67.58</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	11,021.10	0.00	6,979.60 (	( 1,564.04)	1,564.04	0.00
<u>J-ADMINISTRATIVE SERVICES</u>							
TOTAL REVENUE	387,487.00	235,012.46	315,267.00	15,601.07	217,749.53	97,517.47	69.07
TOTAL EXPENDITURES	<u>387,337.00</u>	<u>280,230.89</u>	<u>315,267.00</u>	<u>14,851.69</u>	<u>224,951.39</u>	<u>90,315.61</u>	<u>71.35</u>
REVENUES OVER/(UNDER) EXPENDITURES	150.00 (	45,218.43)	0.00	749.38 (	( 7,201.86)	7,201.86	0.00
<u>I-PAYROLL ACCOUNT</u>							
<u>-ELECTRIC METER DEPOSITS</u>							
TOTAL REVENUE	10,945.00	9,540.90	9,500.00	675.28	7,372.41	2,127.59	77.60
TOTAL EXPENDITURES	<u>10,945.00</u>	<u>6,360.00</u>	<u>9,500.00</u>	<u>1,225.00</u>	<u>9,405.00</u>	<u>95.00</u>	<u>99.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	3,180.90	0.00 (	( 549.72)	(2,032.59)	2,032.59	0.00
<u>-WATER METER DEPOSITS</u>							
TOTAL REVENUE	5,000.00	4,299.37	5,000.00	455.37	2,813.96	2,186.04	56.28
TOTAL EXPENDITURES	<u>5,000.00</u>	<u>2,680.00</u>	<u>5,000.00</u>	<u>485.00</u>	<u>2,780.00</u>	<u>2,220.00</u>	<u>55.60</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,619.37	0.00 (	( 29.63)	33.96 (	( 33.96)	0.00
<u>-GAS METER DEPOSITS</u>							
TOTAL REVENUE	9,100.00	8,746.48	9,100.00	496.71	4,976.51	4,123.49	54.69
TOTAL EXPENDITURES	<u>9,100.00</u>	<u>4,065.00</u>	<u>9,100.00</u>	<u>750.00</u>	<u>5,235.00</u>	<u>3,865.00</u>	<u>57.53</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	4,681.48	0.00 (	( 253.29)	(258.49)	258.49	0.00
ND TOTAL REVENUES	16,637,121.96	10,096,459.80	22,355,245.46	2,126,012.31	14,384,301.06	7,970,944.40	64.34
ND TOTAL EXPENDITURES	<u>18,040,153.48</u>	<u>10,528,122.42</u>	<u>23,190,090.53</u>	<u>1,187,273.05</u>	<u>14,329,561.03</u>	<u>(8,860,529.50)</u>	<u>61.79</u>
REVENUES OVER/(UNDER) EXPENDITURES	(1,403,031.52)	(431,662.62)	(834,845.07)	938,739.26	54,740.03 (	889,585.10)	6.56-

END OF REPORT ***

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	3/22/2021
AGENDA ITEM:	DRIP Program Request
ACTION:	Motion to approve, deny or table

SYNOPSIS:

Downtown Revitalization Incentive Program (DRIP) Request

Applicant: Joe Evanovich, DBA: Ameriprise Financial Services
Building: 516 Cedar Street

Due to the COVID-19 Pandemic, the Commission is following the guidelines of social distancing and therefore cancelled their meeting and corresponded via email (but couldn't legally vote). However, there weren't any objections via email to proceed with granting approval with this project. The Commission is asking the City Council to make final decision regarding this application.

Total amount of project: \$15,048.00 for a Commercial Grant

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

Project summary: Interior renovation

1. Foam fill openings (2nd floor) North Wall
2. Infill existing openings from lobby; drywall & paint
3. New door entry into west office
4. Relocate existing door, frame, hardware & casing
5. Separation wall between offices; demo window & door; wood stud infill existing window & door opening; drywall & paint
6. Flooring – remove existing carpet and install carpet tiles & vinyl base
7. Ceiling – demo existing acoustical ceiling & install new ceiling grid & tile

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

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Approve, deny or Table

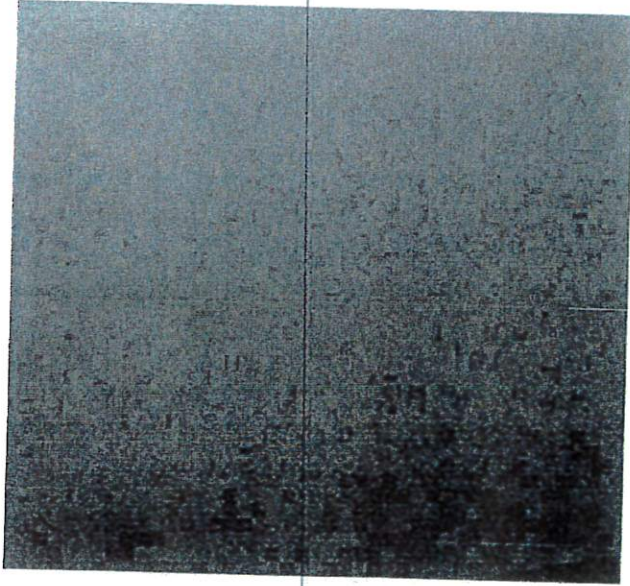
ATTACHMENTS: Pictures

PREPARED BY: Linda Beck

DATE PREPARED: 3/15/2021

Ameriprise ~ 516 Cedar Street
DRIP Commercial Grant for Interior
Before Pictures

North Walls bubbling from extensive Water Damage



Ceiling water and mold damage office

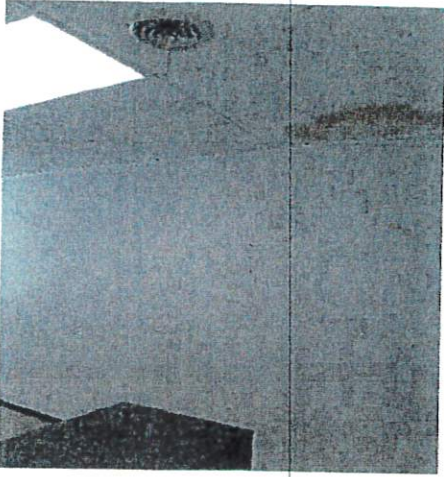


Ceiling water and mold damage

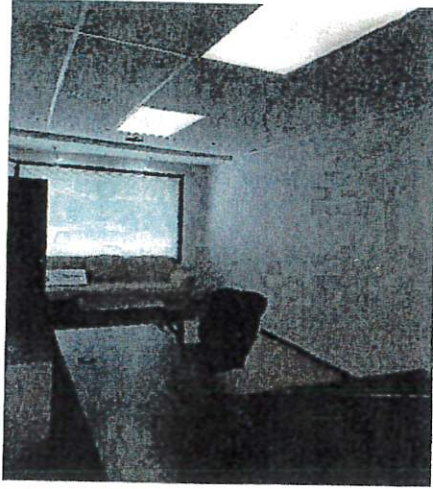


Ameriprise Photos

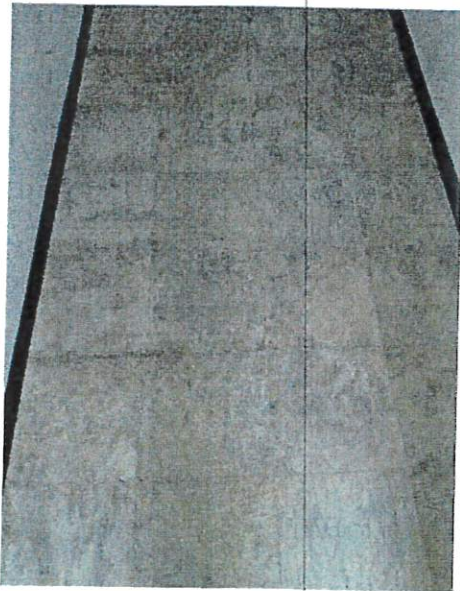
Offie area



Office



Hallway floor



Office Floor



**CITY OF TIPTON – CASS TOWNSHIP
2021-2022 FIRE PROTECTION AGREEMENT**

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the "Providing Agency" and the Board of Trustees of CASS Cedar County, Iowa hereinafter referred to as "Township".

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection, and

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of CASS TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to provide fire protection for CASS TOWNSHIP or that portion thereof as set forth in the addendum attached to this Agreement, said protection to be provided by the Providing Agency.
2. **DURATION OF AGREEMENT.** This Agreement shall be effective from July 1, 2021 to June 30, 2022, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.
5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2022, the sum of \$11,099.36 which shall be for the period commencing on the July 1, 2021 and running to June 30, 2022.

6. INDENITY. The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligency of Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligency of the Township, its agents or employees.

7. INSURANCE. The Providing Agency agrees that during the term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

Combined single limit:	\$1,000,000.00
Umbrella policy:	<u>\$4,000,000.00</u>
Total	\$5,000,000.00

B. Workmen's Compensation: Including employer's liability in accordance with the Workmen's Compensation Laws of the State of Iowa.

THIS Agreement made and entered into the 10th day of February, 2021, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON

MAYOR



TRUSTEE/CLERK



TRUSTEE/CLERK

ATTEST



TRUSTEE/CLERK



TRUSTEE/CLERK

**28E AGREEMENT BETWEEN THE CITY OF TIPTON, IOWA
AND CASS TOWNSHIP, IOWA
FOR EMERGENCY AMBULANCE SERVICES**

This 28E Agreement (“Agreement”) is made and entered by and between the City of Tipton, Iowa (the “City”), and CASS TOWNSHIP, Iowa (the “Township”), as of the date of last signature set forth below. The City and the Township are on occasion referred to in this Agreement collectively as the “Parties.”

Recitals

- A. The City of Tipton is a municipality of the State of Iowa, located in Cedar County, Iowa.
- B. Tipton Ambulance Service (“Tipton Ambulance”) is a department of the City of Tipton, Iowa, with trained volunteer personnel and modern ambulance units equipped with emergency equipment, ready, willing and able to provide emergency ambulance service within the City and beyond.
- C. The Township is political subdivision of the State of Iowa, also located in Cedar County, Iowa, and constitutes a municipality for purposes of Iowa Code §28E.32. The Township is in need of affordable emergency ambulance service in order to promote the public health, safety, and welfare, and desires to contract with Tipton Ambulance for the provision of such service.
- D. The following Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa (2015).

Agreement

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledge, the City and the Township agree as follows:

- 1. **Township Contribution.** The Township agrees to pay the City the sum of \$ 1,097.47 payable over the fiscal year July 1st-June 30th. The City shall invoice the township. The Township’s existing administrative apparatus and general budgets shall support the funding of this Agreement.
- 2. **Fee Schedule.** In addition, the City shall charge the rates set forth by the Tipton City Council.
- 3. **Response Area.** The City shall provide emergency ambulance service to the assigned response area, as shown on the attached Exhibit A, incorporated by this reference, 24 hours per day, 7 days per week, 365 days per year, within a reasonable response time.

4. **Staffing.** The City shall provide on each ambulance run at least one (1) ambulance attendant, who shall be certified by the State of Iowa, as an Emergency Medical Technician (“EMT”), or possess higher level of training; and one (1) duly certified driver.
5. **Information.** The City agrees to provide to the Township, at any regular meeting of the Township Trustees, any information with respect to the income, expenses, finances, or operations of Tipton Ambulance, as may from time-to-time be requested by the Township, upon reasonable notice, and further agrees to provide a representative of Tipton Ambulance to attend any such meeting to answer related questions.
6. **Administration, Equipment, and Supplies.** It shall be the sole responsibility of the City to: develop and implement fee schedules for services; and to provide dispatching services, an emergency medical services medical director, staffing, staff uniforms, staff continuing education, response vehicle fleet, vehicle maintenance, fuel, medical equipment, medical equipment maintenance, medical supplies, billing services, accounting services, and all required insurance coverage, sufficient to satisfy any applicable State or Federal requirements.
7. **Term of Agreement.** This Agreement shall take effect July 1, 2021 (the “Annual Start Date”), and shall remain in effect from year to year unless terminated by written notice from either the City or the Township to the other not less than ninety (90) days prior to the Annual Start Date.
8. **Renegotiation; Termination.** By providing not less than ninety (90) days’ written notice prior to the Annual Start Date, either the City or the Township may inform the other of its intent to renegotiate the terms of the Agreement for the following year or, failing successful renegotiation, to terminate this Agreement as of the Annual Start Date, as provided in the preceding paragraph.

9. **Notice.** All notices required under this Agreement or written communications of any kind shall be sent to the following persons:

For the City: Mayor, Tipton City Hall
507 Lynn Street
Tipton, IA 52772

Copy to: Director, Tipton Ambulance Service
507 Lynn Street
Tipton, IA 52772

For the Township: CASS TOWNSHIP Board of Trustees
Attn: Clerk
Rebecca Bohde
1047 Grant Avenue Tipton IA 52772

Any change in the persons so designated must be given by the party making the change to the other parties in writing and will be effective upon receipt.

10. **No Guarantee.** Nothing in this Agreement shall be construed as a guarantee of the City or Tipton Ambulance to the Township or any third-party to prevent loss of life or limb, or as a guarantee to respond to multiple simultaneously, or substantially simultaneous incidents.
11. **No Waiver.** The Parties to this Agreement do not waive any defenses, immunities, or other limitations with respect to the liability of such party, and nothing herein shall be so construed.
12. **Assignment.** Neither the City nor the Township may assign its interests under this Agreement without the written consent of the other.
13. **No Other Agreements.** This Agreement supersedes and replaces any and all prior agreements between the Parties.
14. **Entire Agreement.** This Agreement represents the entire agreement between the Parties. Any subsequent changes or modifications to the terms of this Agreement shall be in the form of a duly executed written addendum to this Agreement.
15. **Severability.** If any section, provision, or part of this Agreement is for any reason declared to be invalid or unconstitutional by a court or administrative tribunal of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.
16. **Captions.** The captions contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the provisions of this Agreement.

CITY OF TIPTON – CENTER TOWNSHIP 2021-2022 FIRE PROTECTION AGREEMENT

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the "Providing Agency" and the Board of Trustees of CENTER Cedar County, Iowa hereinafter referred to as "Township".

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection, and

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of CENTER TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to provide fire protection for CENTER TOWNSHIP or that portion thereof as set forth in the addendum attached to this Agreement, said protection to be provided by the Providing Agency.

2. **DURATION OF AGREEMENT.** This Agreement shall be effective from July 1, 2021 to June 30, 2022, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties.

3. **DUTIES OF PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)

4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.

5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2022, the sum of \$48,935.06 which shall be for the period commencing on the July 1, 2021 and running to June 30, 2022.

6. **INDENITY.** The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligency of Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligency of the Township, its agents or employees.

7. **INSURANCE.** The Providing Agency agrees that during the term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. **Public Liability:** Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

Combined single limit:	\$1,000,000.00
Umbrella policy:	<u>\$4,000,000.00</u>
Total	\$5,000,000.00

B. **Workmen's Compensation:** Including employer's liability in accordance with the Workmen's Compensation Laws of the State of Iowa.

THIS Agreement made and entered into the ___ day of _____, _____, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON

MAYOR

John A. Schell
TRUSTEE/CLERK

ATTEST

Robert D. Langley
TRUSTEE/CLERK

Dwain Ford
TRUSTEE/CLERK

William O. Schwartz
TRUSTEE/CLERK

**28E AGREEMENT BETWEEN THE CITY OF TIPTON, IOWA
AND CENTER TOWNSHIP, IOWA
FOR EMERGENCY AMBULANCE SERVICES**

This 28E Agreement ("Agreement") is made and entered by and between the City of Tipton, Iowa (the "City"), and CENTER TOWNSHIP, Iowa (the "Township"), as of the date of last signature set forth below. The City and the Township are on occasion referred to in this Agreement collectively as the "Parties."

Recitals

- A. The City of Tipton is a municipality of the State of Iowa, located in Cedar County, Iowa.
- B. Tipton Ambulance Service ("Tipton Ambulance") is a department of the City of Tipton, Iowa, with trained volunteer personnel and modern ambulance units equipped with emergency equipment, ready, willing and able to provide emergency ambulance service within the City and beyond.
- C. The Township is political subdivision of the State of Iowa, also located in Cedar County, Iowa, and constitutes a municipality for purposes of Iowa Code §28E.32. The Township is in need of affordable emergency ambulance service in order to promote the public health, safety, and welfare, and desires to contract with Tipton Ambulance for the provision of such service.
- D. The following Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa (2015).

Agreement

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledge, the City and the Township agree as follows:

- 1. **Township Contribution.** The Township agrees to pay the City the sum of \$4839.73 payable over the fiscal year July 1st-June 30th. The City shall invoice the township. The Township's existing administrative apparatus and general budgets shall support the funding of this Agreement.
- 2. **Fee Schedule.** In addition, the City shall charge the rates set forth by the Tipton City Council.
- 3. **Response Area.** The City shall provide emergency ambulance service to the assigned response area or shall have a contingency plan in place to allow for another EMS agency to respond within a reasonable amount of time.

4. **Staffing.** The City shall provide on each ambulance run at least one (1) ambulance attendant, who shall be certified by the State of Iowa, as an Emergency Medical Technician (“EMT”), or possess higher level of training; and one (1) duly certified driver.
5. **Information.** The City agrees to provide to the Township, at any regular meeting of the Township Trustees, any information with respect to the income, expenses, finances, or operations of Tipton Ambulance, as may from time-to-time be requested by the Township, upon reasonable notice, and further agrees to provide a representative of Tipton Ambulance to attend any such meeting to answer related questions.
6. **Administration, Equipment, and Supplies.** It shall be the sole responsibility of the City to: develop and implement fee schedules for services; and to provide dispatching services, an emergency medical services medical director, staffing, staff uniforms, staff continuing education, response vehicle fleet, vehicle maintenance, fuel, medical equipment, medical equipment maintenance, medical supplies, billing services, accounting services, and all required insurance coverage, sufficient to satisfy any applicable State or Federal requirements.
7. **Term of Agreement.** This Agreement shall take effect July 1, 2021 (the “Annual Start Date”), and shall remain in effect from year to year unless terminated by written notice from either the City or the Township to the other not less than ninety (90) days prior to the Annual Start Date.
8. **Renegotiation; Termination.** By providing not less than ninety (90) days’ written notice prior to the Annual Start Date, either the City or the Township may inform the other of its intent to renegotiate the terms of the Agreement for the following year or, failing successful renegotiation, to terminate this Agreement as of the Annual Start Date, as provided in the preceding paragraph.

9. **Notice.** All notices required under this Agreement or written communications of any kind shall be sent to the following persons:

For the City: Mayor, Tipton City Hall
507 Lynn Street
Tipton, IA 52772

Copy to: Director, Tipton Ambulance Service
507 Lynn Street
Tipton, IA 52772

For the Township: CENTER TOWNSHIP Board of Trustees
Attn: Clerk

Any change in the persons so designated must be given by the party making the change to the other parties in writing and will be effective upon receipt.

10. **No Guarantee.** Nothing in this Agreement shall be construed as a guarantee of the City or Tipton Ambulance to the Township or any third-party to prevent loss of life or limb, or as a guarantee to respond to multiple simultaneously, or substantially simultaneous incidents.
11. **No Waiver.** The Parties to this Agreement do not waive any defenses, immunities, or other limitations with respect to the liability of such party, and nothing herein shall be so construed.
12. **Assignment.** Neither the City nor the Township may assign its interests under this Agreement without the written consent of the other.
13. **No Other Agreements.** This Agreement supersedes and replaces any and all prior agreements between the Parties.
14. **Entire Agreement.** This Agreement represents the entire agreement between the Parties. Any subsequent changes or modifications to the terms of this Agreement shall be in the form of a duly executed written addendum to this Agreement.
15. **Severability.** If any section, provision, or part of this Agreement is for any reason declared to be invalid or unconstitutional by a court or administrative tribunal of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.
16. **Captions.** The captions contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the provisions of this Agreement.

17. **Jurisdiction, Venue, and Attorney Fees.** In the event any dispute arises between the Parties, the Parties consent to the jurisdiction of the State of Iowa and the venue of Cedar County, Iowa. All disputes shall be decided according to the laws of the State of Iowa and the prevailing party shall be entitled to reasonable attorney fees.
18. **No Separate Entity.** This Agreement shall create no separate legal or administrative entity; and there shall be no joint property. All property of Tipton Ambulance Service shall remain solely the property of the City.

NOW THEREFORE, by their signatures below, the undersigned declare and certify that they have been duly authorized to approve this Agreement on behalf of their City Council or Board of Trustees, as appropriate.

CITY OF TIPTON, IOWA

By: _____
 Brian Carney, Mayor

Attested by:

 City Clerk

 Date

CENTER TOWNSHIP, IOWA

By: John A. Schitt
 Trustee/ Clerk

By: Robert D. Langley
 Trustee/ Clerk

By: Bruce G. Ford
 Trustee/ Clerk

By: William D. Shurtz
 Trustee/ Clerk

3-10-2021
 Date

Please sign both copies provided and return one original copy to **THE CITY OF TIPTON, 407 LYNN ST. TIPTON, IA 52772.**

CITY OF TIPTON – FAIRFIELD TOWNSHIP
2021-2022 FIRE PROTECTION AGREEMENT

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the “Providing Agency” and the Board of Trustees of FAIRFIELD Cedar County, Iowa hereinafter referred to as “Township”.

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection, and

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of FAIRFIELD TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. PURPOSE. The purpose of this Agreement is to provide fire protection for FAIRFIELD TOWNSHIP or that portion thereof as set forth in the addendum attached to this Agreement, said protection to be provided by the Providing Agency.

2. DURATION OF AGREEMENT. This Agreement shall be effective from July 1, 2021 to June 30, 2022, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties.

3. DUTIES OF PROVIDING AGENCY. The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)

4. CONTROL BY PROVIDING AGENCY. All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.

5. FINANCIAL PROVISION. The Township shall pay the Proving Agency on or before June 30, 2022, the sum of \$8,699.37 which shall be for the period commencing on the July 1, 2021 and running to June 30, 2022.

6. **INDENITY.** The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligency of Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligency of the Township, its agents or employees.

7. **INSURANCE.** The Providing Agency agrees that during the term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. **Public Liability:** Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

Combined single limit:	\$1,000,000.00
Umbrella policy:	<u>\$4,000,000.00</u>
Total	\$5,000,000.00

B. **Workmen's Compensation:** Including employer's liability in accordance with the Workmen's Compensation Laws of the State of Iowa.

THIS Agreement made and entered into the ___ day of _____, _____, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON

MAYOR




TRUSTEE/~~CLERK~~

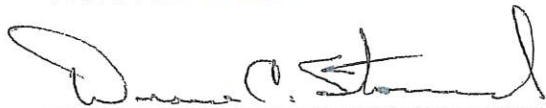
ATTEST



TRUSTEE/~~CLERK~~



TRUSTEE/~~CLERK~~



TRUSTEE/~~CLERK~~

**28E AGREEMENT BETWEEN THE CITY OF TIPTON, IOWA
AND FAIRFIELD TOWNSHIP, IOWA
FOR EMERGENCY AMBULANCE SERVICES**

This 28E Agreement (“Agreement”) is made and entered by and between the City of Tipton, Iowa (the “City”), and FAIRFIELD TOWNSHIP, Iowa (the “Township”), as of the date of last signature set forth below. The City and the Township are on occasion referred to in this Agreement collectively as the “Parties.”

Recitals

- A. The City of Tipton is a municipality of the State of Iowa, located in Cedar County, Iowa.
- B. Tipton Ambulance Service (“Tipton Ambulance”) is a department of the City of Tipton, Iowa, with trained volunteer personnel and modern ambulance units equipped with emergency equipment, ready, willing and able to provide emergency ambulance service within the City and beyond.
- C. The Township is political subdivision of the State of Iowa, also located in Cedar County, Iowa, and constitutes a municipality for purposes of Iowa Code §28E.32. The Township is in need of affordable emergency ambulance service in order to promote the public health, safety, and welfare, and desires to contract with Tipton Ambulance for the provision of such service.
- D. The following Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa (2015).

Agreement

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledge, the City and the Township agree as follows:

- 1. **Township Contribution.** The Township agrees to pay the City the sum of \$ 860.38 payable over the fiscal year July 1st-June 30th. The City shall invoice the township. The Township’s existing administrative apparatus and general budgets shall support the funding of this Agreement.
- 2. **Fee Schedule.** In addition, the City shall charge the rates set forth by the Tipton City Council.
- 3. **Response Area.** The City shall provide emergency ambulance service to the assigned response area within a reasonable response time or enable another agency to respond using its current contingency plan

4. **Staffing.** The City shall provide on each ambulance run at least one (1) ambulance attendant, who shall be certified by the State of Iowa, as an Emergency Medical Technician (“EMT”), or possess higher level of training; and one (1) duly certified driver.
5. **Information.** The City agrees to provide to the Township, at any regular meeting of the Township Trustees, any information with respect to the income, expenses, finances, or operations of Tipton Ambulance, as may from time-to-time be requested by the Township, upon reasonable notice, and further agrees to provide a representative of Tipton Ambulance to attend any such meeting to answer related questions.
6. **Administration, Equipment, and Supplies.** It shall be the sole responsibility of the City to: develop and implement fee schedules for services; and to provide dispatching services, an emergency medical services medical director, staffing, staff uniforms, staff continuing education, response vehicle fleet, vehicle maintenance, fuel, medical equipment, medical equipment maintenance, medical supplies, billing services, accounting services, and all required insurance coverage, sufficient to satisfy any applicable State or Federal requirements.
7. **Term of Agreement.** This Agreement shall take effect July 1, 2021 (the “Annual Start Date”), and shall remain in effect from year to year unless terminated by written notice from either the City or the Township to the other not less than ninety (90) days prior to the Annual Start Date.
8. **Renegotiation; Termination.** By providing not less than ninety (90) days’ written notice prior to the Annual Start Date, either the City or the Township may inform the other of its intent to renegotiate the terms of the Agreement for the following year or, failing successful renegotiation, to terminate this Agreement as of the Annual Start Date, as provided in the preceding paragraph.

9. **Notice.** All notices required under this Agreement or written communications of any kind shall be sent to the following persons:

For the City: Mayor, Tipton City Hall
507 Lynn Street
Tipton, IA 52772

Copy to: Director, Tipton Ambulance Service
507 Lynn Street
Tipton, IA 52772

For the Township: FAIRFIELD TOWNSHIP Board of Trustees
Attn: Clerk

Any change in the persons so designated must be given by the party making the change to the other parties in writing and will be effective upon receipt.

10. **No Guarantee.** Nothing in this Agreement shall be construed as a guarantee of the City or Tipton Ambulance to the Township or any third-party to prevent loss of life or limb, or as a guarantee to respond to multiple simultaneously, or substantially simultaneous incidents.
11. **No Waiver.** The Parties to this Agreement do not waive any defenses, immunities, or other limitations with respect to the liability of such party, and nothing herein shall be so construed.
12. **Assignment.** Neither the City nor the Township may assign its interests under this Agreement without the written consent of the other.
13. **No Other Agreements.** This Agreement supersedes and replaces any and all prior agreements between the Parties.
14. **Entire Agreement.** This Agreement represents the entire agreement between the Parties. Any subsequent changes or modifications to the terms of this Agreement shall be in the form of a duly executed written addendum to this Agreement.
15. **Severability.** If any section, provision, or part of this Agreement is for any reason declared to be invalid or unconstitutional by a court or administrative tribunal of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.
16. **Captions.** The captions contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the provisions of this Agreement.

17. **Jurisdiction, Venue, and Attorney Fees.** In the event any dispute arises between the Parties, the Parties consent to the jurisdiction of the State of Iowa and the venue of Cedar County, Iowa. All disputes shall be decided according to the laws of the State of Iowa and the prevailing party shall be entitled to reasonable attorney fees.
18. **No Separate Entity.** This Agreement shall create no separate legal or administrative entity; and there shall be no joint property. All property of Tipton Ambulance Service shall remain solely the property of the City.

NOW THEREFORE, by their signatures below, the undersigned declare and certify that they have been duly authorized to approve this Agreement on behalf of their City Council or Board of Trustees, as appropriate.

CITY OF TIPTON, IOWA

By: _____
 Brian Carney, Mayor

Attested by:

 City Clerk

FAIRFIELD TOWNSHIP, IOWA

By: Harvey A. Wenzel
 Trustee/ Clerk

By: Craig Kilberg
 Trustee/ Clerk

By: Kevin J. Wright
 Trustee/ Clerk

By: Dwaine O. Starn
 Trustee/ Clerk

 Date

1-28-21
 Date

Please sign both copies provided and return one original copy to THE CITY OF TIPTON, 407 LYNN ST. TIPTON, IA 52772.

CITY OF TIPTON – RED OAK TOWNSHIP
2021-2022 FIRE PROTECTION AGREEMENT

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the "Providing Agency" and the Board of Trustees of RED OAK TOWNSHIP Cedar County, Iowa hereinafter referred to as "Township".

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection, and

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of RED OAK TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to provide fire protection for RED OAK TOWNSHIP or that portion thereof as set forth in the addendum attached to this Agreement, said protection to be provided by the Providing Agency.
2. **DURATION OF AGREEMENT.** This Agreement shall be effective from July 1, 2021 to June 30, 2022, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.
5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2022, the sum of \$6,475.51 which shall be for the period commencing on the July 1, 2021 and running to June 30, 2022.

6. INDENITY. The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligence of Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the Township, its agents or employees.

7. INSURANCE. The Providing Agency agrees that during the term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

Combined single limit:	\$1,000,000.00
Umbrella policy:	<u>\$4,000,000.00</u>
Total	\$5,000,000.00

B. Workmen's Compensation: Including employer's liability in accordance with the Workmen's Compensation Laws of the State of Iowa.

THIS Agreement made and entered into the ___ day of _____, _____, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON

MAYOR

Paul Unwin
TRUSTEE/CLERK

ATTEST

Aaron M. Sawyer
TRUSTEE/CLERK

Michelle M. Sawyer
TRUSTEE/CLERK

Barbara L. Haynes
TRUSTEE/CLERK

**28E AGREEMENT BETWEEN THE CITY OF TIPTON, IOWA
AND RED OAK TOWNSHIP, IOWA
FOR EMERGENCY AMBULANCE SERVICES**

This 28E Agreement (“Agreement”) is made and entered by and between the City of Tipton, Iowa (the “City”), and RED OAK TOWNSHIP, Iowa (the “Township”), as of the date of last signature set forth below. The City and the Township are on occasion referred to in this Agreement collectively as the “Parties.”

Recitals

- A. The City of Tipton is a municipality of the State of Iowa, located in Cedar County, Iowa.
- B. Tipton Ambulance Service (“Tipton Ambulance”) is a department of the City of Tipton, Iowa, with trained volunteer personnel and modern ambulance units equipped with emergency equipment, ready, willing and able to provide emergency ambulance service within the City and beyond.
- C. The Township is political subdivision of the State of Iowa, also located in Cedar County, Iowa, and constitutes a municipality for purposes of Iowa Code §28E.32. The Township is in need of affordable emergency ambulance service in order to promote the public health, safety, and welfare, and desires to contract with Tipton Ambulance for the provision of such service.
- D. The following Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa (2015).

Agreement

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledge, the City and the Township agree as follows:

- 1. **Township Contribution.** The Township agrees to pay the City the sum of \$715.69 payable over the fiscal year July 1st-June 30th. The City shall invoice the township. The Township’s existing administrative apparatus and general budgets shall support the funding of this Agreement.
- 2. **Fee Schedule.** In addition, the City shall charge the rates set forth by the Tipton City Council.
- 3. **Response Area.** The City shall provide emergency ambulance service to the assigned response area or shall have a contingency plan in place to allow for another EMS agency to respond within a reasonable amount of time.

- 4 5
4. **Staffing.** The City shall provide on each ambulance run at least one (1) ambulance attendant, who shall be certified by the State of Iowa, as an Emergency Medical Technician (“EMT”), or possess higher level of training; and one (1) duly certified driver.
 5. **Information.** The City agrees to provide to the Township, at any regular meeting of the Township Trustees, any information with respect to the income, expenses, finances, or operations of Tipton Ambulance, as may from time-to-time be requested by the Township, upon reasonable notice, and further agrees to provide a representative of Tipton Ambulance to attend any such meeting to answer related questions.
 6. **Administration, Equipment, and Supplies.** It shall be the sole responsibility of the City to: develop and implement fee schedules for services; and to provide dispatching services, an emergency medical services medical director, staffing, staff uniforms, staff continuing education, response vehicle fleet, vehicle maintenance, fuel, medical equipment, medical equipment maintenance, medical supplies, billing services, accounting services, and all required insurance coverage, sufficient to satisfy any applicable State or Federal requirements.
 7. **Term of Agreement.** This Agreement shall take effect July 1, 2021 (the “Annual Start Date”), and shall remain in effect from year to year unless terminated by written notice from either the City or the Township to the other not less than ninety (90) days prior to the Annual Start Date.
 8. **Renegotiation; Termination.** By providing not less than ninety (90) days’ written notice prior to the Annual Start Date, either the City or the Township may inform the other of its intent to renegotiate the terms of the Agreement for the following year or, failing successful renegotiation, to terminate this Agreement as of the Annual Start Date, as provided in the preceding paragraph.

9. **Notice.** All notices required under this Agreement or written communications of any kind shall be sent to the following persons:

For the City: Mayor, Tipton City Hall
507 Lynn Street
Tipton, IA 52772

Copy to: Director, Tipton Ambulance Service
507 Lynn Street
Tipton, IA 52772

For the Township: RED OAK TOWNSHIP Board of Trustees
Attn: Clerk

Any change in the persons so designated must be given by the party making the change to the other parties in writing and will be effective upon receipt.

10. **No Guarantee.** Nothing in this Agreement shall be construed as a guarantee of the City or Tipton Ambulance to the Township or any third-party to prevent loss of life or limb, or as a guarantee to respond to multiple simultaneously, or substantially simultaneous incidents.
11. **No Waiver.** The Parties to this Agreement do not waive any defenses, immunities, or other limitations with respect to the liability of such party, and nothing herein shall be so construed.
12. **Assignment.** Neither the City nor the Township may assign its interests under this Agreement without the written consent of the other.
13. **No Other Agreements.** This Agreement supersedes and replaces any and all prior agreements between the Parties.
14. **Entire Agreement.** This Agreement represents the entire agreement between the Parties. Any subsequent changes or modifications to the terms of this Agreement shall be in the form of a duly executed written addendum to this Agreement.
15. **Severability.** If any section, provision, or part of this Agreement is for any reason declared to be invalid or unconstitutional by a court or administrative tribunal of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.
16. **Captions.** The captions contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the provisions of this Agreement.

17. **Jurisdiction, Venue, and Attorney Fees.** In the event any dispute arises between the Parties, the Parties consent to the jurisdiction of the State of Iowa and the venue of Cedar County, Iowa. All disputes shall be decided according to the laws of the State of Iowa and the prevailing party shall be entitled to reasonable attorney fees.

18. **No Separate Entity.** This Agreement shall create no separate legal or administrative entity; and there shall be no joint property. All property of Tipton Ambulance Service shall remain solely the property of the City.

NOW THEREFORE, by their signatures below, the undersigned declare and certify that they have been duly authorized to approve this Agreement on behalf of their City Council or Board of Trustees, as appropriate.

CITY OF TIPTON, IOWA

By: _____
Brian Carney, Mayor

Attested by:

City Clerk

Date

RED OAK TOWNSHIP, IOWA

By: Paul Vano
Trustee Clerk

By: [Signature]
Trustee Clerk

By: [Signature]
Trustee Clerk

By: Barbara J. Haynes
Trustee Clerk

2/24/2021
Date

Please sign both copies provided and return one original copy to **THE CITY OF TIPTON, 407 LYNN ST. TIPTON, IA 52772.**

CITY OF TIPTON – ROCHESTER TOWNSHIP 2021-2022 FIRE PROTECTION AGREEMENT

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the "Providing Agency" and the Board of Trustees of ROCHESTER TOWNSHIP Cedar County, Iowa hereinafter referred to as "Township".

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection, and

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of ROCHESTER TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to provide fire protection for ROCHESTER TOWNSHIP or that portion thereof as set forth in the addendum attached to this Agreement, said protection to be provided by the Providing Agency.

2. **DURATION OF AGREEMENT.** This Agreement shall be effective from July 1, 2021 to June 30, 2022, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties.

3. **DUTIES OF PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)

4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.

5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2022, the sum of \$17,935.22 which shall be for the period commencing on the July 1, 2021 and running to June 30, 2022.

6. **INDENITY.** The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligence of Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the Township, its agents or employees.

7. **INSURANCE.** The Providing Agency agrees that during the term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. **Public Liability:** Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:


Combined single limit:	\$1,000,000.00
Umbrella policy:	\$4,000,000.00
Total	\$5,000,000.00

B. **Workmen's Compensation:** Including employer's liability in accordance with the Workmen's Compensation Laws of the State of Iowa.

THIS Agreement made and entered into the ___ day of _____, _____, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON

MAYOR



TRUSTEE/CLERK


ATTEST



TRUSTEE/CLERK



TRUSTEE/CLERK



TRUSTEE/CLERK

28E AGREEMENT BETWEEN THE CITY OF TIPTON, IOWA
AND ROCHESTER TOWNSHIP, IOWA
FOR EMERGENCY AMBULANCE SERVICES

This 28E Agreement (“Agreement”) is made and entered by and between the City of Tipton, Iowa (the “City”), and ROCHESTER TOWNSHIP, Iowa (the “Township”), as of the date of last signature set forth below. The City and the Township are on occasion referred to in this Agreement collectively as the “Parties.”

Recitals

- A. The City of Tipton is a municipality of the State of Iowa, located in Cedar County, Iowa.
- B. Tipton Ambulance Service (“Tipton Ambulance”) is a department of the City of Tipton, Iowa, with trained volunteer personnel and modern ambulance units equipped with emergency equipment, ready, willing and able to provide emergency ambulance service within the City and beyond.
- C. The Township is political subdivision of the State of Iowa, also located in Cedar County, Iowa, and constitutes a municipality for purposes of Iowa Code §28E.32. The Township is in need of affordable emergency ambulance service in order to promote the public health, safety, and welfare, and desires to contract with Tipton Ambulance for the provision of such service.
- D. The following Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa (2015).

Agreement

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledge, the City and the Township agree as follows:

- 1. **Township Contribution.** The Township agrees to pay the City the sum of \$2005.22 payable over the fiscal year July 1st-June 30th. The City shall invoice the township. The Township’s existing administrative apparatus and general budgets shall support the funding of this Agreement.
- 2. **Fee Schedule.** In addition, the City shall charge the rates set forth by the Tipton City Council.
- 3. **Response Area.** The City shall provide emergency ambulance service to the assigned response area or shall have a contingency plan in place to allow for another EMS agency to respond within a reasonable amount of time.

4. **Staffing.** The City shall provide on each ambulance run at least one (1) ambulance attendant, who shall be certified by the State of Iowa, as an Emergency Medical Technician (“EMT”), or possess higher level of training; and one (1) duly certified driver.
5. **Information.** The City agrees to provide to the Township, at any regular meeting of the Township Trustees, any information with respect to the income, expenses, finances, or operations of Tipton Ambulance, as may from time-to-time be requested by the Township, upon reasonable notice, and further agrees to provide a representative of Tipton Ambulance to attend any such meeting to answer related questions.
6. **Administration, Equipment, and Supplies.** It shall be the sole responsibility of the City to: develop and implement fee schedules for services; and to provide dispatching services, an emergency medical services medical director, staffing, staff uniforms, staff continuing education, response vehicle fleet, vehicle maintenance, fuel, medical equipment, medical equipment maintenance, medical supplies, billing services, accounting services, and all required insurance coverage, sufficient to satisfy any applicable State or Federal requirements.
7. **Term of Agreement.** This Agreement shall take effect July 1, 2021 (the “Annual Start Date”), and shall remain in effect from year to year unless terminated by written notice from either the City or the Township to the other not less than ninety (90) days prior to the Annual Start Date.
8. **Renegotiation; Termination.** By providing not less than ninety (90) days’ written notice prior to the Annual Start Date, either the City or the Township may inform the other of its intent to renegotiate the terms of the Agreement for the following year or, failing successful renegotiation, to terminate this Agreement as of the Annual Start Date, as provided in the preceding paragraph.

9. **Notice.** All notices required under this Agreement or written communications of any kind shall be sent to the following persons:

For the City: Mayor, Tipton City Hall
507 Lynn Street
Tipton, IA 52772

Copy to: Director, Tipton Ambulance Service
507 Lynn Street
Tipton, IA 52772

For the Township: ROCHESTER TOWNSHIP Board of Trustees
Attn: Clerk

Any change in the persons so designated must be given by the party making the change to the other parties in writing and will be effective upon receipt.

10. **No Guarantee.** Nothing in this Agreement shall be construed as a guarantee of the City or Tipton Ambulance to the Township or any third-party to prevent loss of life or limb, or as a guarantee to respond to multiple simultaneously, or substantially simultaneous incidents.
11. **No Waiver.** The Parties to this Agreement do not waive any defenses, immunities, or other limitations with respect to the liability of such party, and nothing herein shall be so construed.
12. **Assignment.** Neither the City nor the Township may assign its interests under this Agreement without the written consent of the other.
13. **No Other Agreements.** This Agreement supersedes and replaces any and all prior agreements between the Parties.
14. **Entire Agreement.** This Agreement represents the entire agreement between the Parties. Any subsequent changes or modifications to the terms of this Agreement shall be in the form of a duly executed written addendum to this Agreement.
15. **Severability.** If any section, provision, or part of this Agreement is for any reason declared to be invalid or unconstitutional by a court or administrative tribunal of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.
16. **Captions.** The captions contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the provisions of this Agreement.

17. Jurisdiction, Venue, and Attorney Fees. In the event any dispute arises between the Parties, the Parties consent to the jurisdiction of the State of Iowa and the venue of Cedar County, Iowa. All disputes shall be decided according to the laws of the State of Iowa and the prevailing party shall be entitled to reasonable attorney fees.
18. No Separate Entity. This Agreement shall create no separate legal or administrative entity; and there shall be no joint property. All property of Tipton Ambulance Service shall remain solely the property of the City.

NOW THEREFORE, by their signatures below, the undersigned declare and certify that they have been duly authorized to approve this Agreement on behalf of their City Council or Board of Trustees, as appropriate.

CITY OF TIPTON, IOWA

By: _____
 Brian Carney, Mayor

Attested by:

 City Clerk

 Date

ROCHESTER TOWNSHIP, IOWA

By: _____
 Trustee/ Clerk

By: Shelley Croner
 Trustee/ Clerk

By: _____
 Trustee/ Clerk

By: _____
 Trustee/ Clerk

2-27-21

 Date

Please sign both copies provided and return one original copy to **THE CITY OF TIPTON, 407 LYNN ST. TIPTON, IA 52772.**

CITY OF TIPTON – SPRINGFIELD TOWNSHIP
2021-2022 FIRE PROTECTION AGREEMENT

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the "Providing Agency" and the Board of Trustees of SPRINGFIELD TOWNSHIP Cedar County, Iowa hereinafter referred to as "Township".

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection, and

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of SUGAR CREEK TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. PURPOSE. The purpose of this Agreement is to provide fire protection for SPRINGFIELD TOWNSHIP or that portion thereof as set forth in the addendum attached to this Agreement, said protection to be provided by the Providing Agency.

2. DURATION OF AGREEMENT. This Agreement shall be effective from July 1, 2021 to June 30, 2022, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties.

3. DUTIES OF PROVIDING AGENCY. The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)

4. CONTROL BY PROVIDING AGENCY. All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.

5. FINANCIAL PROVISION. The Township shall pay the Proving Agency on or before June 30, 2022, the sum of ~~\$518.26~~ which shall be for the period commencing on the July 1, 2021 and running to June 30, 2022

\$225⁰⁰

6. INDENITY. The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligency of Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligency of the Township, its agents or employees.

7. INSURANCE. The Providing Agency agrees that during the term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

Combined single limit:	\$1,000,000.00
Umbrella policy:	<u>\$4,000,000.00</u>
Total	\$5,000,000.00

B. Workmen's Compensation: Including employer's liability in accordance with the Workmen's Compensation Laws of the State of Iowa.

THIS Agreement made and entered into the 25 day of Feb, 2021, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON

MAYOR

Bill Housie

TRUSTEE/CLERK

ATTEST

Vale Blyssse

TRUSTEE/CLERK

Brend Koenig

TRUSTEE/CLERK

Pam Hartung

TRUSTEE/CLERK

CITY OF TIPTON – SUGAR CREEK TOWNSHIP
2021-2022 FIRE PROTECTION AGREEMENT

This Agreement entered into in accordance with and under the provisions of Chapter 28E of the 1995 Code of Iowa between the City of Tipton, hereinafter known as the "Providing Agency" and the Board of Trustees of SUGAR CREEK TOWNSHIP Cedar County, Iowa hereinafter referred to as "Township".

WITNESS: WHEREAS, one of the purposes of the Providing Agency is to provide certain persons and areas with fire protection, and

WHEREAS, the Providing Agency is willing and able to provide fire protection to the Township and the Township deems it in the best financial and economic interests of SUGAR CREEK TOWNSHIP that said protection be provided by the Providing Agency to the Township for the safety and welfare of its citizens and inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. PURPOSE. The purpose of this Agreement is to provide fire protection for SUGAR CREEK TOWNSHIP or that portion thereof as set forth in the addendum attached to this Agreement, said protection to be provided by the Providing Agency.

2. DURATION OF AGREEMENT. This Agreement shall be effective from July 1, 2021 to June 30, 2022, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties.

3. DUTIES OF PROVIDING AGENCY. The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)

4. CONTROL BY PROVIDING AGENCY. All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.

5. FINANCIAL PROVISION. The Township shall pay the Proving Agency on or before June 30, 2022, the sum of ~~\$2,321.58~~ which shall be for the period commencing on the July 1, 2021 and running to June 30, 2022

Change to
\$1,250 -
and return

6. INDENITY. The Providing Agency agrees to indemnify and hold harmless the Township, its agents, or employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Township, the agents or employees for damage because of bodily injury, including death at any time resulting therefrom by any person or persons or on account of damage to property, including loss of the use thereof, arising out of or in consequence of the performance or non performance of the Providing Agency whether such injuries to persons or damage to property is due or claimed to be due to the negligency of Providing Agency, Township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligency of the Township, its agents or employees.

7. INSURANCE. The Providing Agency agrees that during the term of this Agreement, it shall at its own expense purchase and maintain the following insurance in companies properly licensed and satisfactory to Township, and also file copies of such insurance contracts with Township:

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability and completed operations, as follows:

Combined single limit:	\$1,000,000.00
Umbrella policy:	<u>\$4,000,000.00</u>
Total	\$5,000,000.00

B. Workmen's Compensation: Including employer's liability in accordance with the Workmen's Compensation Laws of the State of Iowa.

THIS Agreement made and entered into the ___ day of _____, _____, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON

MAYOR

TRUSTEE/CLERK

ATTEST

TRUSTEE/CLERK

TRUSTEE/CLERK

TRUSTEE/CLERK

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
POLICE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	946.95		
			MEDICARE WITHOLDING	167.64		
			MEDICARE WITHOLDING	6.73		
			MEDICARE WITHOLDING	19.59		
			MEDICARE WITHOLDING	25.84		
			MEDICARE WITHOLDING	1.68		
			AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	48.12	
			CEDAR VALLEY OUTFITTERS	POLICE EQUIPMENT	513.58	
			JOHN DEERE FINANCIAL	OPERATING SUPPLIES	23.98	
			GRASSHOPPER LAWN CARE DBA ALL STAR TUR	SNOW REMOVAL 105 MULBERRY	85.00	
			IPERS	IPERS WITHOLDING POLICE	1,507.39	
			PRINCIPAL	PRINCIPAL DENTAL POLICY	181.02	
			TIPTON PLUMBING	BATHROOM REPAIRS/MAINT	154.44	
			VERIZON	Cell, Data service	201.65	
				TOTAL:	3,883.61	
		FIRE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	53.86
					MEDICARE WITHOLDING	11.17
	MEDICARE WITHOLDING			1.45		
	AUREON COMMUNICATIONS			PHONE, INTERNET, CIRCUIT	48.12	
	JOHN DEERE FINANCIAL			REPAIR/MAINT SUPPLIES	33.26	
				MISC SUPPLIES	62.11	
	FOX APPARATUS REPAIR & MAINTENANCE LLC			VEHICLE OPERATIONS #186	784.50	
	STEVE GRITTON			GARAGE DOOR REPAIRS	565.00	
	IPERS			IPERS WITHOLDING, FIRE	60.27	
				TOTAL:	1,619.74	
AMBULANCE	GENERAL GOVERNMENT I.R.S.				FICA WITHOLDING	344.67
			MEDICARE WITHOLDING	27.19		
			MEDICARE WITHOLDING	53.46		
			AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	48.12	
			BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	58.56	
			JOHN DEERE FINANCIAL	BLDG MAINT SUPPLIES	53.14	
			IOWA EMERGENCY MEDICAL SERVICES ASSOCI	EMS CONFERENCE & MEMBERSHI	30.00	
				EMS CONFERENCE & MEMBERSHI	20.00	
			IPERS	IPERS WITHOLDING EMT	548.12	
			JOHNSON COUNTY AMBULANCE SERVICE	ALS INTERCEPT	200.00	
			LISBON-MT VERNON AMBULANCE SERVICE	ALS INTERCEPT	200.00	
			PRINCIPAL	PRINCIPAL DENTAL POLICY	30.17	
			TIPTON PHARMACY	PHARMACEUTICALS	339.73	
				TOTAL:	1,953.16	
		STREET DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	205.57
	MEDICARE WITHOLDING			34.92		
	MEDICARE WITHOLDING			0.79		
	MEDICARE WITHOLDING			0.13		
	MEDICARE WITHOLDING			1.20		
	MEDICARE WITHOLDING			9.47		
	MEDICARE WITHOLDING			1.57		
	CINTAS LOC			UNIFORMS	55.47	
				UNIFORMS	110.91	
	JOHN DEERE FINANCIAL			OPERATING SUPPLIES	14.90	
	IPERS			IPERS REGULAR EMPLOYEES	329.46	
	PRINCIPAL			PRINCIPAL DENTAL POLICY	53.55	
	TIPTON CONSERVATIVE			FAC,MAX LEVY,PH,MIN, ZONIN	63.20	
				TOTAL:	881.14	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
TREES	GENERAL GOVERNMENT	CEDAR COUNTY REPAIR INC	066 REPAIR	76.15	
			OPERATING SUPPLIES	47.90	
		MICHEL'S TREE SERVICE	LIMB REMOVAL	300.00	
			VERMEER SALES & N. MISSOURI	OPERATING SUPPLIES	<u>289.99</u>
		TOTAL:	714.04		
CEMETERY	GENERAL GOVERNMENT	GRASSHOPPER LAWN CARE DBA ALL STAR TUR	CONTRACT PAY 02/16-03/15	<u>2,583.33</u>	
			TOTAL:	2,583.33	
GENERAL ADMINISTRATION	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	136.10	
			MEDICARE WITHOLDING	28.50	
			MEDICARE WITHOLDING	0.56	
			MEDICARE WITHOLDING	0.04	
			MEDICARE WITHOLDING	2.51	
			MEDICARE WITHOLDING	0.21	
			CINTAS LOC	UNIFORMS	45.96
				UNIFORMS	7.69
			IPERS	IPERS REGULAR EMPLOYEES	216.40
			PRINCIPAL	PRINCIPAL DENTAL POLICY	<u>28.92</u>
			TOTAL:	466.89	
LIBRARY	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	222.03	
			MEDICARE WITHOLDING	24.53	
			MEDICARE WITHOLDING	27.41	
			AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	362.54
			BAKER & TAYLOR	BOOKS	227.22
				BOOKS	246.16
			BOOKS	65.75	
			BOOKS	92.24	
			BOOKS	81.90	
			JOHN DEERE FINANCIAL	MISC SUPPLIES	28.86
			IPERS	IPERS REGULAR EMPLOYEES	299.23
			SCHUMACHER ELEVATOR COMPANY	MONTHLY MAINTENANCE	238.93
			TOTAL MAINTENANCE INC	MARCH SERVICE	481.83
			WINDSTREAM	MONTHLY SERVICES	<u>150.47</u>
			TOTAL:	2,549.10	
			PARK	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	7.50
MEDICARE WITHOLDING	1.58				
MEDICARE WITHOLDING	0.18				
IPERS	IPERS REGULAR EMPLOYEES	11.92			
PRINCIPAL	PRINCIPAL DENTAL POLICY	1.51			
VERIZON	Cell, Data service	<u>43.69</u>			
TOTAL:	66.38				
RECREATION DEPARTMENT	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	62.34	
			MEDICARE WITHOLDING	14.22	
			MEDICARE WITHOLDING	0.36	
			IPERS	IPERS REGULAR EMPLOYEES	100.26
			PRINCIPAL	PRINCIPAL DENTAL POLICY	15.09
			VERIZON	Cell, Data service	<u>20.76</u>
TOTAL:	213.03				
FAMILY AQUATIC CENTER	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	205.96	
			FICA WITHOLDING	77.79	
			MEDICARE WITHOLDING	15.93	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	31.90
			MEDICARE WITHOLDING	0.36
			MEDICARE WITHOLDING	18.19
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	162.39
		CLARENCE LOWDEN SUN-NEWS & ADVERTISER	FAC SCHEDULE	183.00
		IPERS	IPERS REGULAR EMPLOYEES	111.35
		PRINCIPAL	PRINCIPAL DENTAL POLICY	15.08
		ROTH ELECTRIC	BLDG MAINTENANCE	217.99
		TIPTON CONSERVATIVE	FAC,MAX LEVY,PH,MIN, ZONIN	237.00
		VERIZON	Cell, Data service	20.76
			TOTAL:	1,297.70
ECONOMIC DEVELOPMENT	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	112.28
			MEDICARE WITHOLDING	26.26
		JOHN DEERE FINANCIAL	MISC SUPPLIES	6.99
		IPERS	IPERS REGULAR EMPLOYEES	184.33
		PRINCIPAL	PRINCIPAL DENTAL POLICY	30.17
		VERIZON	Cell, Data service	41.51
			TOTAL:	401.54
FINANCE & ADMINISTRATI	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	68.69
			MEDICARE WITHOLDING	4.16
			MEDICARE WITHOLDING	11.60
			MEDICARE WITHOLDING	0.01
			MEDICARE WITHOLDING	0.12
			MEDICARE WITHOLDING	0.17
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	37.61
		IPERS	IPERS REGULAR EMPLOYEES	106.50
		PRINCIPAL	PRINCIPAL DENTAL POLICY	3.62
		TIPTON CONSERVATIVE	FAC,MAX LEVY,PH,MIN, ZONIN	29.52
			TOTAL:	262.00
BUILDING MAINTENANCE	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	5.62
			MEDICARE WITHOLDING	1.31
		TIPTON PLUMBING	BATHROOM REPAIRS/MAINT	154.44
			TOTAL:	161.37
TRAFFIC SERVICE MAINT.	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	4.56
			MEDICARE WITHOLDING	0.90
			MEDICARE WITHOLDING	0.17
		IPERS	IPERS REGULAR EMPLOYEES	7.20
		PRINCIPAL	PRINCIPAL DENTAL POLICY	0.80
			TOTAL:	13.63
SNOW AND ICE REMOVAL	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	62.79
			MEDICARE WITHOLDING	13.08
			MEDICARE WITHOLDING	0.84
			MEDICARE WITHOLDING	0.26
			MEDICARE WITHOLDING	0.52
		IPERS	IPERS REGULAR EMPLOYEES	100.37
		PRINCIPAL	PRINCIPAL DENTAL POLICY	16.36
			TOTAL:	194.22
NW/AKA SEWER	WASTEWATER PROJECT	MC CLURE ENGINEERING COMPANY	WWTP IMPROVEMENTS	29,741.25
		WOODRUFF CONSTRUCTION LLC	PAY APP NO 9	249,884.29
			TOTAL:	279,625.54

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
WATER DISTRIBUTION	WATER OPERATING	I.R.S.	FICA WITHOLDING	277.44			
			MEDICARE WITHOLDING	53.61			
			MEDICARE WITHOLDING	0.03			
			MEDICARE WITHOLDING	0.54			
			MEDICARE WITHOLDING	4.96			
			MEDICARE WITHOLDING	5.76			
			AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	48.12		
			CINTAS LOC	UNIFORMS	7.64		
				UNIFORMS	7.64		
			JOHN DEERE FINANCIAL	OPERATING SUPPLIES	29.21		
			MISC. VENDOR CITY OF LAKESIDE	CITY OF LAKESIDE:AUTOGUN	133.33		
			IPERS	IPERS REGULAR EMPLOYEES	448.91		
			PRINCIPAL	PRINCIPAL DENTAL POLICY	64.60		
			VERIZON	Cell, Data service	124.53		
				TOTAL:	1,206.32		
			WATER BILL/COLLECT	WATER OPERATING	I.R.S.	FICA WITHOLDING	45.34
						MEDICARE WITHOLDING	10.60
IPERS	IPERS REGULAR EMPLOYEES	74.80					
PRINCIPAL	PRINCIPAL DENTAL POLICY	15.08					
TYLER TECHNOLOGIES INC	UB ONLINE ANNUAL FEE	172.80					
	TOTAL:	318.62					
WASTEWATER/AKA SEWER	WASTEWATER/AKA SEW	I.R.S.	FICA WITHOLDING	271.54			
			MEDICARE WITHOLDING	52.58			
			MEDICARE WITHOLDING	0.22			
			MEDICARE WITHOLDING	0.76			
			MEDICARE WITHOLDING	4.95			
			MEDICARE WITHOLDING	4.96			
			IPERS	IPERS REGULAR EMPLOYEES	439.99		
			PRINCIPAL	PRINCIPAL DENTAL POLICY	60.85		
			TYLER TECHNOLOGIES INC	UB ONLINE ANNUAL FEE	172.80		
				TOTAL:	1,008.65		
ELECTRIC DISTRIBUTION	ELECTRIC OPERATING	I.R.S.	FICA WITHOLDING	742.61			
			MEDICARE WITHOLDING	151.18			
			MEDICARE WITHOLDING	4.42			
			MEDICARE WITHOLDING	3.52			
			MEDICARE WITHOLDING	4.72			
			MEDICARE WITHOLDING	9.22			
			MEDICARE WITHOLDING	0.64			
			AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	48.12		
			BARRON MOTOR SUPPLY	OPERATING SUPPLIES	2.40		
			CINTAS LOC	UNIFORMS, SHOP TOWELS, MAT	96.63		
				UNIFORMS, SHOP TOWELS, MAT	46.94		
				UNIFORMS, SHOP TOWELS, MAT	93.17		
				UNIFORMS, SHOP TOWELS, MAT	46.94		
			JOHN DEERE FINANCIAL	OPERATING SUPPLIES	45.99		
			MISC. VENDOR CITY OF LAKESIDE	CITY OF LAKESIDE:AUTOGUN	133.34		
			IOWA ASSOCIATION OF	TRAINING AND MATERIALS	2,460.00		
				WORKSHOP	515.00		
			IPERS	IPERS REGULAR EMPLOYEES	1,188.74		
			PRINCIPAL	PRINCIPAL DENTAL POLICY	115.21		
			SWICK CABLE CONTRACTOR'S INC	BORING AT TRAILER PARK	5,156.50		
ULINE	OPERATING SUPPLIES	153.66					
VERIZON	Cell, Data service	234.30					

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	11,253.25
ELECTRIC POWER PLANT	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING	87.90
			MEDICARE WITHOLDING	18.23
			MEDICARE WITHOLDING	2.01
			MEDICARE WITHOLDING	0.24
			MEDICARE WITHOLDING	0.08
		IPERS	IPERS REGULAR EMPLOYEES	139.50
		PRINCIPAL	PRINCIPAL DENTAL POLICY	14.42
			TOTAL:	262.38
ELECTRIC BILL/COLLECT	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING	127.07
			MEDICARE WITHOLDING	25.92
			MEDICARE WITHOLDING	3.02
			MEDICARE WITHOLDING	0.13
			MEDICARE WITHOLDING	0.49
			MEDICARE WITHOLDING	0.14
		IPERS	IPERS REGULAR EMPLOYEES	203.91
		PRINCIPAL	PRINCIPAL DENTAL POLICY	27.66
		TYLER TECHNOLOGIES INC	UB ONLINE ANNUAL FEE	172.80
			TOTAL:	561.14
GAS DISTRIBUTION	GAS OPERATING	I.R.S.	FICA WITHOLDING	429.46
			MEDICARE WITHOLDING	86.20
			MEDICARE WITHOLDING	0.03
			MEDICARE WITHOLDING	2.50
			MEDICARE WITHOLDING	2.09
			MEDICARE WITHOLDING	4.20
			MEDICARE WITHOLDING	0.28
			MEDICARE WITHOLDING	5.14
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	48.12
		CEDAR COUNTY CO-OP	3 RELIEF VALVES	1,755.00
		CINTAS LOC	UNIFORMS, SHOP TOWELS, MAT	44.47
			UNIFORMS, SHOP TOWELS, MAT	44.47
		JOHN DEERE FINANCIAL	OPERATING SUPPLIES	0.79
			BOOTS	88.26
		MISC. VENDOR CITY OF LAKESIDE	CITY OF LAKESIDE:AUTOGUN	133.33
		GROEBNER & ASSOCIATES INC	SMALL TOOLS	297.23
		IPERS	IPERS REGULAR EMPLOYEES	676.83
		NILES CHIROPRACTIC	RANDOM DRUG SCREEN	25.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	48.60
		VERIZON	Cell, Data service	41.51
			TOTAL:	3,733.51
GAS BILL/COLLECT	GAS OPERATING	I.R.S.	FICA WITHOLDING	63.15
			MEDICARE WITHOLDING	13.60
			MEDICARE WITHOLDING	1.01
			MEDICARE WITHOLDING	0.12
			MEDICARE WITHOLDING	0.03
		IPERS	IPERS REGULAR EMPLOYEES	103.08
		PRINCIPAL	PRINCIPAL DENTAL POLICY	17.76
		TYLER TECHNOLOGIES INC	UB ONLINE ANNUAL FEE	172.80
			TOTAL:	371.55
AIRPORT	AIRPORT OPERATING	AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	48.12
		GRAINGER	FIRE EXTINGUISHER CABINET	97.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MC CLURE ENGINEERING COMPANY	PLANNING & LAND ACQUISITIO	292.50
			TOTAL:	438.20
GARBAGE COLLECTION	GARBAGE COLLECTION	I.R.S.	FICA WITHOLDING	177.22
			MEDICARE WITHOLDING	38.35
			MEDICARE WITHOLDING	0.39
			MEDICARE WITHOLDING	1.38
			MEDICARE WITHOLDING	1.05
			MEDICARE WITHOLDING	0.26
		CINTAS LOC	UNIFORMS	8.25
			UNIFORMS	8.25
		IPERS	IPERS REGULAR EMPLOYEES	287.99
		PRINCIPAL	PRINCIPAL DENTAL POLICY	41.89
		TYLER TECHNOLOGIES INC	UB ONLINE ANNUAL FEE	172.80
			TOTAL:	737.83
RECYCLING	GARBAGE COLLECTION	I.R.S.	FICA WITHOLDING	56.74
			MEDICARE WITHOLDING	8.03
			MEDICARE WITHOLDING	4.26
			MEDICARE WITHOLDING	0.08
			MEDICARE WITHOLDING	0.89
		IPERS	IPERS REGULAR EMPLOYEES	62.57
		PRINCIPAL	PRINCIPAL DENTAL POLICY	12.07
		REPUBLIC SERVICES OF IOWA	RECYCLING SORT FEES	658.29
			TOTAL:	802.93
STORM WATER	STORM WATER	I.R.S.	FICA WITHOLDING	25.08
			MEDICARE WITHOLDING	5.36
			MEDICARE WITHOLDING	0.09
			MEDICARE WITHOLDING	0.13
			MEDICARE WITHOLDING	0.33
		IPERS	IPERS REGULAR EMPLOYEES	40.32
		PRINCIPAL	PRINCIPAL DENTAL POLICY	7.80
			TOTAL:	79.11
INT SRVC-OTHER BUSINES	CENTRAL GARAGE	I.R.S.	FICA WITHOLDING	75.91
			MEDICARE WITHOLDING	14.95
			MEDICARE WITHOLDING	2.79
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	48.12
		BARRON MOTOR SUPPLY	REPAIR PARTS #5	6.38
			REPAIR PARTS #52	4.84
			REPAIR PARTS #18	37.42
			REPAIR PARTS #161	7.93
		CENTRAL IOWA DISTRIBUTING INC	SHOP SUPPLIES	465.00
		CINTAS LOC	UNIFORMS	43.55
			UNIFORMS	8.04
		EASTERN IOWA TIRE	TIRES #138	1,985.08
		ELECTRICAL ENGINEERING & EQUIPMENT CO	BLDG MAINT SUPPLIES	250.99
			BLDG MAINT SUPPLIES	52.50
		JOHN DEERE FINANCIAL	SHOP SUPPLIES	88.37
			REPAIR PARTS	27.98
			JACKET	139.99
		STEVE GRITTON	GARAGE DOOR REPAIRS	1,470.00
		H & H AUTO	TIRE REPAIR #54	15.00
		HENDERSON PRODUCTS INC	REPAIR PARTS #28	33.71
		IPERS	IPERS REGULAR EMPLOYEES	119.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		J J NICHTING COMPANY	REPAIR PARTS #138	33.66
		KLAY JOHNSON	FUEL	40.00
		LAWSON PRODUCTS INC	SHOP SUPPLIES	94.29
		MIDWEST WHEEL COMPANIES	REPAIR PARTS #186	73.75
			REPAIR PARTS #186	26.80-
		O'ROURKE MOTORS INC	REPAIR PARTS #66	100.00
			REPAIR PARTS #52	55.47
		PREMIER PARTS INC	REPAIR PARTS	318.22
		PRINCIPAL	PRINCIPAL DENTAL POLICY	13.26
		THOMPSON TRUCK & TRAILER	REPAIR PARTS	158.84-
			PARTS & SUPPLIES	14.98
			PARTS & SUPPLIES	59.76
			STOCK PARTS	59.92
			REPAIR PARTS #4 & #2	59.92
			PARTS & SUPPLIES	29.96
			PARTS & SUPPLIES	34.65
		TIPTON ELECTRIC MOTORS	SHOP TOOL	210.45
		TITAN MACHINERY INC	REPAIR PARTS #18	125.00
			REPAIR PARTS #138	60.75
		VERIZON	Cell, Data service	208.37
			TOTAL:	6,305.25
INT SRVC-OTHER BUSINES ADMINISTRATIVE SER		I.R.S.	FICA WITHHOLDING	92.49
			MEDICARE WITHHOLDING	20.60
			MEDICARE WITHHOLDING	0.23
			MEDICARE WITHHOLDING	0.80
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	628.11
		IPERS	IPERS REGULAR EMPLOYEES	147.92
		PRINCIPAL	PRINCIPAL DENTAL POLICY	29.27
		TIPTON CONSERVATIVE	FAC,MAX LEVY,PH,MIN, ZONIN	379.40
			FAC,MAX LEVY,PH,MIN, ZONIN	20.00
		VERIZON	Cell, Data service	567.63
		WAPSI VALLEY ARCHAEOLOGY INC	ARCHAEOLOGICAL ASSESSMENT	771.01
		WINDSTREAM	MONTHLY SERVICES	838.26
			TOTAL:	3,495.72
NON-DEPARTMENTAL	PAYROLL ACCOUNT	I.R.S.	FEDERAL WITHHOLDING	6,703.79
			FEDERAL WITHHOLDING	45.46
			FICA WITHHOLDING	4,910.87
			FICA WITHHOLDING	77.79
			MEDICARE WITHHOLDING	1,148.62
			MEDICARE WITHHOLDING	18.19
		AFLAC	AFLAC AFTER TAX PY W/HOLDI	108.76
			AFLAC PY PRETAX WITHHOLDING	332.42
			AFLAC AFTER TAX DEDUCTION	108.18
		AXA EQUI-VEST PROCESSING OFFICE	DEF. COMP PRETAX	435.00
		COLLECTION SERVICES CENTER	CHILD SUPPORT- SPANGLER-96	96.73
		IPERS	IPERS WITHHOLDING, FIRE	40.22
			IPERS REGULAR EMPLOYEES	3,597.86
			IPERS WITHHOLDING EMT	365.58
			IPERS WITHHOLDING POLICE	1,005.46
		PRINCIPAL	PRINCIPAL DENTAL POLICY	790.04
		TREASURER, STATE OF IOWA	STATE WITHHOLDING	2,929.00
			STATE WITHHOLDING	47.00
			TOTAL:	22,760.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
001	GENERAL GOVERNMENT			17,053.03
110	ROAD USE TAX FUND			207.85
303	WASTEWATER PROJECT			279,625.54
600	WATER OPERATING			1,524.94
610	WASTEWATER/AKA SEWER REVE			1,008.65
630	ELECTRIC OPERATING			12,076.77
640	GAS OPERATING			4,105.06
660	AIRPORT OPERATING			438.20
670	GARBAGE COLLECTION			1,540.76
740	STORM WATER			79.11
810	CENTRAL GARAGE			6,305.25
835	ADMINISTRATIVE SERVICES			3,495.72
860	PAYROLL ACCOUNT			22,760.97

	GRAND TOTAL:			350,221.85

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-TIPTON, IA
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 3/09/2021 THRU 3/19/2021
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 3/09/2021 THRU 3/19/2021

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: CLAIMS REGISTER
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

CITY CREDIT CARD STATEMENT		cr	999		1010			Card Ttl	-3,934.87
Finance Director									
Telecommunications	LogMeln.com	dr	835	5	899	2	63730	30.35	
							Total Charges	30.35	
Community Development									
Miscellaneous	Oasis Coffee Shop	dr	001	5	525	2	65980	23.38	
							Total Charges	23.38	
Library									
Materials	Amazon	dr	001	5	410	2	65020	91.82	
Office Supplies	Walmart	dr	001	5	410	2	65060	25.86	
Postage/Shipping	US Postal Service	dr	001	5	410	2	65080	2.75	
							Total Charges	120.43	
Ambulance									
Dues/Fees	National Registry EMT, NAEMSP	dr	001	5	160	1	62100	420.00	
Training	LogMeln.com	dr	001	5	160	1	62300	134.25	
Telecommunications	JAMF	dr	001	5	160	2	63730	4.00	
Telecommunications	JAMF	dr	001	5	620	2	63730	16.00	
Telecommunications	JAMF	dr	630	5	820	2	63730	6.00	
Telecommunications	JAMF	dr	640	5	825	2	63730	2.00	
Com Supp	Paypal	dr	001	5	160	2	65065	8.54	
Operating Supplies	Live Action Safety	dr	001	5	160	2	65070	399.88	
							Total Charges	990.67	
Fire									
Uniforms/Equipment	Galls	dr	001	5	150	2	64350	14.89	
							Total Charges	14.89	
Police									
Office Supplies	Iowa Norary Supply, Amazon	dr	001	5	110	2	65060	142.17	
Miscellaneous	Muscatine Family Restaurant	dr	001	5	110	2	65980	10.00	
							Total Charges	152.17	
Electric									
Travel Training	Bennigan's, Pancheros, Chipotle, Casey's, Buffalo Wild Wings, Holiday Inn	dr	630	5	820	1	62980	268.65	
Op. Equip Maint & Repair	Dwyer Instruments Inc.	dr	630	5	820	2	63500	224.04	
							Total Charges	492.69	
Gas									
Operational Equip & Repair	Paypal, Products Inc., Amazon	dr	001	5	465	2	63500	634.73	
Dues/Fees	APGA Security & Integrity Foundation	dr	640	5	825	1	62100	395.00	
Training	Kirkwood Community College	dr	640	5	825	1	62300	49.00	
Office Supplies	Walmart	dr	640	5	825	2	65060	21.26	
							Total Charges	1,099.99	
Public Works									
Training	Kirkwood Cont. Ed., Iowa Parks & Rec.	dr	600	5	810	1	62300	395.00	
Office Supplies	Walmart	dr	810	5	899	2	65060	44.00	
Operating Supplies	Walmart, ISA	dr	810	5	899	2	65070	146.78	
Miscellaneous	Walmart	dr	810	5	899	2	65980	42.77	
							Total Charges	628.55	

RESOLUTION NO. 032221A

**RESOLUTION APPROVING THE CITY OF TIPTON FISCAL YEAR 2021-2022
ANNUAL BUDGET**

WHEREAS, the City Council of the City of Tipton, Iowa is responsible to approve and certify an annual operating budget, and

WHEREAS, the City Council of the City of Tipton, Iowa is required to hold a public hearing on such budget, and

WHEREAS, the City Council of the City of Tipton, Iowa hereby acknowledges the Capital Improvement Plans included in the operating budget to be accurate and approved, and

WHEREAS, it is recommended by the State of Iowa that the City Council approve the budget and specify approved transfers. Transfers included in approved budget are as follows:

Fund	From Account Number	Fund	To Account Number	Request
Ambulance	001-5-160-5-69100	Ambulance Trust	001-4-660-4-4830	\$ 16,660.00
Local Access Channel	001-5-919-5-69100	Fin & Adm	001-4-620-4-4830	\$ 20,000.00
Emergency Fund	119-5-910-5-69100	PW - Street	001-4-210-4-4830	\$ 32,143.00
LOST	121-5-910-5-69100	Econ Dev.	001-4-525-4-4830	\$ 72,500.00
		Fin & Adm	001-4-620-4-4830	\$ 72,500.00
		Debt. Svc	224-4-710-4-4830	\$ 72,236.00
		Econ Dev. CIP Repayment	001-4-525-4-4830	\$ 5,000.00
TIF	125-5-910-5-69100	Economic Dev.	160-4-520-4-4830	\$ 127,598.00
Transfer Total				\$ 418,637.00
RUT	001-5-910-5-69100	PW - Street	001-4-210-4-4830	\$ 24,000.00
		PW - General	001-4-299-4-4830	\$ 8,000.00
Water	600-5-810-5-69100	Fin & Adm	001-4-620-4-4830	\$ 50,400.00
Wwater	610-5-910-5-69100	Fin & Adm	001-4-620-4-4830	\$ 46,800.00
Electric	630-5-910-5-69100	Fin & Adm	001-4-620-4-4830	\$ 307,120.00
Gas	640-5-910-5-69100	Fin & Adm	001-4-620-4-4830	\$ 144,192.00
Garbage	670-5-910-5-69100	Fin & Adm	001-4-620-4-4830	\$ 39,200.00

Storm Water	740-5-910-5-69100	Fin & Adm	001-4-620-4-4830	\$	8,240.00
PILOT Total				\$	627,952.00
PW - Streets	001-5-210-5-69101	Debt. Svc	216-4-710-4-4830	\$	99,918.00
		Debt. Svc	218-4-710-4-4830	\$	114,020.00
		Debt. Svc	220-4-710-4-4830	\$	77,385.00
		Debt. Svc	222-4-710-4-4830	\$	17,701.00
TIF	125-5-910-5-69101	Debt. Svc	214-4-710-4-4830	\$	109,015.00
Water-Snkng	600-5-910-5-69101	Debt. Svc	222-4-710-4-4830	\$	4,165.00
Wstwtr -Snkng	610-5-910-5-69101	Debt. Svc	208-4-815-4-4830	\$	203,880.00
		Debt. Svc	208-4-816-4-4830	\$	213,780.00
		Debt. Svc	222-4-710-4-4830	\$	3,515.00
Electric	630-5-910-5-69101	Debt. Svc	202-4-821-4-4830	\$	210,830.00
		Debt. Svc	203-4-820-4-4830	\$	228,300.00
Fire Ent Trust	192-5-910-5-69101	Debt. Svc	214-4-710-4-4830	\$	25,000.00
Airport	660-5-910-5-69101	Debt. Svc	222-4-710-4-4830	\$	4,165.00
Garbage	670-5-910-5-69101	Debt. Svc	220-4-710-4-4830	\$	21,535.00
Amb Trust	001-5-660-5-69101	Debt. Svc	222-4-710-4-4830	\$	16,660.00
Stm Wtr	740-5-910-5-69101	Debt. Svc	222-4-710-4-4830	\$	1,171.00
Debt Service Total				\$	1,351,040.00
Trust & Agency	112-5-910-5-69100	Fin & Adm	001-4-620-4-4832	\$	446,422.00
Trust & Agency Total				\$	446,422.00
Electric Op	630-5-910-5-69120	Fire	001-4-150-4-4833	\$	7,173.06
		Ambulance	001-4-160-4-4833	\$	2,453.94
		Traffic Lights	110-4-240-4-4833	\$	551.46
		Library	001-4-410-4-4833	\$	5,283.51
		Com Dev	001-4-525-4-4833	\$	819.81
		Fnc & Admn	001-4-620-4-4833	\$	31,450.82
		Electric	630-4-820-4-4833	\$	31,586.49
		Airport	660-4-835-4-4833	\$	4,156.77
		Central Grg	810-4-899-4-4833	\$	4,231.34
Utility Transfer Total				\$	87,707.20
Debt Svc Levy	Fire Station	Fire Station	214-4-710-4-4830	\$	84,515.00
Debt Svc Levy	Park, Library, FD Air Packs, Cemetery, JKFAC	Park, Library, FD Air Packs, Cemetery, JKFAC	222-4-710-4-4830	\$	56,748.00

Debt Srvc Levy	2018 Street Projects	2018 Street Projects	224-4-710-4-4830	\$	99,116.00
Debt Service Levy Total				\$	240,379.00
GF Cash	001-1010	GF CIPs		\$	197,199.00
RUT Cash	110-110	RUT Street Project	110-5-210-2-63991	\$	104,039.00
Econ/Ind. Cash	160-1010	Revolving Loan Fund		\$	109,411.00
Water Cash	600-1010	Water CIP	600-5-810-3-67980	\$	328,050.00
Wastewater Cash	610-1010	Wastewater CIP	610-5-815-3-67980	\$	40,000.00
Electric Cash	630-1010	Electric CIP	630-5-820-3-67980	\$	261,235.00
GF Cash	001-1010	Airport	660-5-835-3-67990	\$	45,500.00
Garbage Cash	670-1010	Garbage CIP	670-5-840-3-67980	\$	2,500.00
Cash Account Transfer Total				\$	1,087,934.00

TOTAL TRANSFER IN/OUT **\$ 2,931,758.20**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tipton, Iowa, hereby approves the Adoption of Budget and Certification of City Taxes for FY 2021-2022

PASSED AND APPROVED this 22nd day of March 2021.

Bryan Carney, Mayor

ATTEST: _____
Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution 032221A which was passed by the Tipton City Council this 22nd day of March 2021.

Amy Lenz, City Clerk

RESOLUTION NO. 032221B

RESOLUTION APPROVING THE PARTIAL RELEASE OF RETAINAGE FOR THE “JAMES KENNEDY FAMILY AQUATIC CENTER RENOVATION PROJECT” (INCLUDED IN PAY APPLICATION #9) AS RECOMMENDED BY HBK ENGINEERING

WHEREAS, the “James Kennedy Family Aquatic Center Renovation Project” (Project) had subparts that Sheets Construction assigned to different subcontractors; and

WHEREAS, the Project has been unexpectedly long with some subcontractors finishing their work long ago but with the retainage related to them still being held; and

WHEREAS, the City has received HBK Engineering’s written recommendation (Sandra Smith, March 18, 2021 email) to issue a partial release of retainage in the amount of \$23,342.00 while leaving \$4,000 in retainage that HBK has stated is enough to cover work that is still in need of completion.

NOW, THEREFORE, Be It Resolved, the City Council of the City of Tipton hereby accepts HBK Engineering’s recommendation for the partial release of retainage as proposed for use in Pay Application #9 in the amount of \$23,342.00. Further, the Mayor and City Clerk are authorized to sign any documents related to the approval of this Resolution.

PASSED AND APPROVED this 22nd day of March 2021.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution _____ which was passed by the Tipton City Council this 22nd day of March 2021.

Amy Lenz, City Clerk

RESOLUTION 032221C

A RESOLUTION APPROVING "ATTACHMENT AND USE AGREEMENT" BETWEEN THE CITY OF TIPTON AND WINDSTREAM IOWA COMMUNICATIONS, LLC

WHEREAS, the City approved (Dec 2, 2019) and published (Dec 18, 2019) Ordinance #573 which created new standards and regulations for non-City utilities that use the public right-of-way or other City properties; and

WHEREAS, the City wishes to permit the Windstream to use certain Structures (such as utility poles) and in consideration of the covenants and agreements set forth in the "Attachment and Use Agreement" that was written by the City Attorney to comply with Ordinance #573; and

WHEREAS, the Windstream wishes to obtain from the City and the City desires to provide Windstream a license to use the specified Structures subject to the terms and conditions provided in the "Attachment and Use Agreement."

NOW, THEREFORE, the City Council of the City of Tipton hereby approves the Agreement between the City and Windstream and approves the Mayor and City Clerk to sign on the City's behalf. Further, the City Council authorizes the Mayor and City Clerk to execute other documents and agreements that fit within the scope and intent of this Resolution.

PASSED AND APPROVED this 22nd day of March 2021.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution _____ which was passed by the Tipton City Council this 22nd day of March 2021.

Amy Lenz, City Clerk

ATTACHMENT AND USE AGREEMENT

This Agreement is entered into as of the _____ day of _____, 2021, by and between Windstream Iowa Communications, LLC (LICENSEE), and the City of Tipton, a municipal entity in the State of Iowa (LICENSOR).

WITNESSETH:

WHEREAS, the LICENSOR owns or controls a system of Structures in and around the City of Tipton, Iowa; and

WHEREAS, the LICENSOR wishes to permit the LICENSEE to use certain Structures and in consideration of the covenants and agreements set forth in this Agreement and upon and subject to the terms and condition provided herein; and

WHEREAS, the LICENSEE wishes to obtain from the LICENSOR and the LICENSOR desires to provide LICENSEE a license to use the specified Structures subject to the terms and conditions provided in this Agreement.

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

I. DEFINITIONS

“Agreement” means this Agreement and all extensions and modifications hereof, together with all attachments, appendices, and schedules.

“Applicable Law(s)” means the terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations, guidelines or ordinances now in effect and subsequently may be prescribed by any federal, state or local governmental authority. The Parties acknowledge the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Communications Act of 1934 (“Act”), as amended, and the orders, rules and regulations promulgated by thereunder by the FCC and the Iowa Utility Board.

“Transmission Lines” means fiber cable, coaxial cable, hybrid coax, twisted copper and any other cable and related strands, splices and terminations to be installed on and between Structures along the Route pursuant to this Agreement.

“NEC” means National Electrical Code, as amended.

“NESC” means National Electrical Safety Code, as amended.

“Plans” means general design and construction plans that meet the requirements of Chapter 142 of the Tipton Code of Ordinances.

“Route” means the specific route(s) described in Appendix A hereto upon which the Transmission Lines will be located.

“Structures” means wood or metal poles or any combination thereof and steel lattice transmission towers and any other related facilities owned and/or controlled by the LICENSOR.

II. LICENSE OF CITY STRUCTURES AND RELATED SUPPORT FACILITIES

Pursuant to the terms and conditions as further described below, the LICENSOR hereby grants to LICENSEE the right, privilege, and license (“License”) for LICENSEE’s nonexclusive use of certain space upon LICENSOR’S Structures and related support facilities for LICENSEE to install, run, monitor, repair, maintain and operate on the Structures located along the Route. LICENSOR retains the right to grant, by contract or otherwise, to others not parties to this Agreement, rights or privileges to use any Structures covered by this Agreement, and LICENSOR shall have the right to continue and extend any such rights or privileges heretofore granted.

- A. Ownership of LICENSEE Transmission Lines and Facilities: LICENSEE will retain ownership of the Transmission Lines installed or to be installed along the Route, and LICENSOR shall acquire no right, title, or interest in or to the Transmission Lines.
- B. Ownership of the Structures: All Structures covered by this Agreement shall be and remain the property of the LICENSOR, and LICENSEE shall, except for the rights provided in this Agreement, acquire no right, title, or interest in or to the Structures.

III. TERM; LICENSE FEE

- A. This Agreement shall become effective on the Effective Date, and it shall remain in full force and in effect for a period of five (5) years from the Effective Date (“Initial Term”), unless terminated earlier in accordance with this Agreement. After the Initial Term, the Agreement shall automatically renew from year to year. The Agreement may be terminated by either party at the end of the Initial Term or at any time thereafter by providing 18 months written notice of termination of the other party.
- B. In consideration of the License and the covenants, terms, and conditions contained in this Agreement, LICENSEE agrees to pay an annual attachment fee to LICENSOR for each Structure utilized by LICENSEE along the Route as identified in Appendix A. LICENSEE may, at any time, remove its attachments from any Structure of LICENSOR, but no refund of any current year fees will be due on account of such removal. The annual fee per Structure will be \$25.00. The annual fees are subject to change during the Initial Term and any renewal thereof upon the mutual review and agreement by LICENSOR and LICENSEE.

IV. GENERAL TERMS AND CONDITIONS

1. **Construction and Installation:** The LICENSOR and LICENSEE acknowledge all requests for attachment shall be performed pursuant to Applicable Law. LICENSEE shall submit Plans to LICENSOR prior to construction, installation, upgrade, or non-emergency repair of Transmission Lines installed or planned to be installed on LICENSOR'S Structures. Once LICENSEE'S Plans have been approved by LICENSOR, the installation, upgrade, or non-emergency repair of the Transmission Lines upon LICENSOR'S Structures may begin.

All Transmission Lines shall be installed in accordance with the approved Plans and installed in a manner which is reasonable and customary to the industry. All such Transmission Lines shall be installed and at all times maintained by LICENSEE so as to comply at least with the minimum requirements of all applicable governmental regulations and codes including, without limitation, the NEC and NESC.

2. **Maintenance of Facilities**
 - a. LICENSEE shall, at its own expense, at all times maintain all the Transmission Lines in a safe condition in thorough repair and in accordance with NESC requirements and any other applicable standards or requirements.
 - b. LICENSEE shall give LICENSOR at least one (1) hour notice for emergency maintenance of LICENSEE'S Transmission Lines. Such notice shall be given to the LICENSOR at 563-886-6187 (telephone number).
 - c. In the event of emergency maintenance needed to be performed on the Structures, LICENSOR reserves the right to commence and complete any such work prior to allowing LICENSEE access to repair or maintain its Transmission Lines. If requested by LICENSOR, LICENSEE shall cease repair work and vacate the repair site until LICENSOR's maintenance and restoration procedures are complete.
3. **Removal of Structures.** LICENSOR maintains the right to remove its Structures along the Route when the LICENSOR determines the Structures have been rendered obsolete by the removal of municipal utilities from the Structure. In the event the LICENSOR elects to remove its Structures along the Route, the LICENSEE shall relocate its Transmission Lines and Supporting Structures underground as otherwise required pursuant the provisions of Chapter 142 of the Tipton Code of Ordinances and all work within the right-of-way shall be done in accordance with the provisions of Chapter 142.
4. **Insurance:** LICENSEE shall, at its sole expense, cause to be issued and maintained during the Term of this Agreement insurance coverages of the types and in the amounts set forth below as applicable:

<u>Type of Insurance</u>	<u>Limit</u>	
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2,000,000
	Prod./Comp. Op. Agg	\$1,000,000
	Personal & Adv. Injury	\$1,000,000
	Each Occurrence	\$1,000,000
Automobile Liability, including any auto, hired auto and non-owned autos	Combines Single Limit	\$1,000,000
Excess Liability, Umbrella Form	Each Occurrence	\$2,000,000
	Aggregate	\$2,000,000
Workers' Compensation	Each Accident	\$500,000

5. **Liens and Encumbrances:** In the event any construction lien or other encumbrance shall be placed on the Structures because of the actions of LICENSEE, LICENSEE shall promptly discharge the lien or release the encumbrance without cost or expense to LICENSOR, and hereby agrees to indemnify LICENSOR for any and all damages suffered or incurred by LICENSOR as a result of the lien, discharging the lien or releasing the encumbrance. In the event any construction lien or other encumbrance shall be placed on the Transmission Lines because of the actions of LICENSOR, LICENSOR shall promptly discharge the lien or release the encumbrance without cost or expense to LICENSEE and hereby agrees to indemnify LICENSEE for any and all damages suffered or incurred by LICENSEE as a result of the lien, discharging the lien, or releasing the encumbrance.
6. **Relationship of Parties:** Neither LICENSOR nor LICENSEE shall be deemed to be a partner, agent, or joint venture with or of the other by reason of this Agreement or the consummation of the transaction contemplated hereby.
7. **Successors and Assigns:** LICENSEE shall not assign this Agreement, without the express written consent of the LICENSOR, which consent shall be at the LICENSOR'S sole discretion. Nor shall LICENSEE assign, transfer or sublease, directly or indirectly, on an integrated or unintegrated basis, in whole or in part, its right to use the Structures as granted herein without the express written consent of the LICENSOR, which consent shall be at the LICENSOR'S sole discretion. Notwithstanding the foregoing, LICENSEE need not obtain consent of the LICENSOR to assign this Agreement:
- to a parent, affiliate or subsidiary of LICENSEE, or
 - to any entity formed by or surviving a merger or consolidation of LICENSEE and any other entity, or
 - to any entity that acquires all or substantially all of the assets or shares of LICENSEE,

but shall give written notice to the LICENSOR of any such assignment no later than thirty (30) days after such an assignment takes place. If, in connection with any assignment of this Agreement by LICENSEE, LICENSEE causes such assignee to contemporaneously therewith agree in writing to perform all of LICENSEE'S obligations under this Agreement which arise after the effective date of assignment or transfer, then LICENSEE shall be released from liability hereunder.

8. **Notices:** All notices, demands, requests or other communications given under this Agreement shall be (i) in writing, (ii) effective on the first business day following the date of receipt, and (iii) be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service or by computer email (followed by confirmation on the same or following day by overnight delivery or by mail as aforesaid) to the address set forth below or as may subsequently in writing be requested.

If to LICENSEE:

Windstream.poles@windstream.com
Windstream Iowa Communications, LLC.
Attn: Poles
PO Box 25410
Little Rock, AR 72221

If to LICENSOR:

City of Tipton
Attn: Electric Superintendent
407 Lynn Street
Tipton, Iowa 52772

9. **Force Majeure:** Neither party shall be deemed to be in breach of this Agreement during any period of time in which it is unable to perform its obligations as a result of the occurrence of an event of force majeure, which shall include, but not be limited to, acts of God, act or order of government, denial or access to or loss of utility service or facilities or any other circumstances beyond the reasonable control and not caused by the fault or negligence of the party claiming force majeure. The required time for performance hereunder by the party claiming force majeure shall be extended to account for any such force majeure event and the party claiming force majeure shall use diligence to resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

10. **Indemnifications; Limitations of Liabilities; Warranties**

- A. LICENSEE will indemnify and hold the LICENSOR harmless against any and all loss, liability, damage, and expense (including reasonable attorneys' fees) arising out of any demand, claim suit or judgment for damages to any property or bodily injury to any persons, including, without limitation, the agents and employees of LICENSEE which may arise out of or be caused by LICENSEE'S willful misconduct or gross negligent act or omission of LICENSEE in connection with the facilities. The foregoing indemnity shall not apply in the case of claims which solely arise from the gross negligence, misconduct or other fault of the LICENSOR. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct or joint fault of LICENSEE and the LICENSOR, but in such case the amount of the claim for

which the LICENSOR is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of LICENSEE.

- B. The LICENSOR will indemnify and hold LICENSEE harmless against any and all loss, liability, damage and expense (including reasonable attorneys' fees) arising out of any demand, claim, suit or judgment for damages to any property or bodily injury to any persons, including, without limitation, the agents and employees of the LICENSOR which may arise out of or be caused by any willful misconduct or gross negligent act or omission of the LICENSOR in connection with the Transmission Lines. The foregoing indemnity shall not apply in the case of claims, which solely arise from the gross negligence, misconduct or other fault of LICENSEE. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct or joint fault of the LICENSOR and LICENSEE, but in such case the amount of the claim for which LICENSEE is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of the LICENSOR.
 - C. Notwithstanding any contrary provision in this agreement, in no event shall either party be liable to the other party or any third party for any indirect, special, incidental, punitive, exemplary, or consequential damages, including, without limitation, those based on loss of revenues, profits, or business opportunities, frustration of economic or business expectations, loss of capital, cost of substitute product(s), facilities, or services, or down time cost, whether or not such party had or should have had any knowledge, actual or constructive, that such damages might be incurred, and even if such party was advised of the possibility of such damages.
 - D. Notwithstanding any provision of this Agreement to the contrary, neither party shall have any responsibility, liability or obligation to the other or the other's affiliates, directors, officers, agents, employees, representatives, successors or permitted assigns for any special, incidental consequential or punitive damages including, but not limited to, loss of profits, cost of replacement services, loss of customers or agents, loss of use, or penalties imposed by others, regardless of any act or omission or commission in connection with or under this Agreement.
 - E. Access to the Structures and supporting facilities of the LICENSOR are provided as-is. Any and all express and implied warranties, including, but not limited to, warranties or merchantability and fitness for any purpose or use, are expressly excluded and disclaimed by the LICENSOR.
11. **Compliance with Law**: Notwithstanding anything to the contrary in this Agreement, each party shall ensure any and all activities it undertakes pursuant to this Agreement shall comply with Applicable Laws.
12. **Electronic Signatures; Counterparts**: This Agreement may be executed using electronic signatures and such electronic version of the Agreement shall have the same legally binding effect as any original paper version. This Agreement may be executed in


several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

- 13. **Expenses:** Except as otherwise expressly provided herein or therein, each party shall bear the costs and expenses incurred by it in negotiating, entering into and performing any of its obligations under this Agreement.
- 14. **Headings:** The headings of this Agreement are inserted for convenience only and shall not be deemed to be a part hereof.
- 15. **Governing Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Iowa applicable to contracts made and to be performed entirely in that state, without regard to the conflicts of laws rules of that state.
- 16. **Waiver:** The failure of either party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall nevertheless be and remain in full force and effect.
- 17. **Severability:** If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof or thereof shall not in any way be affected or impaired thereby. If this Agreement shall be held to be unenforceable against either party, the enforceability of such agreement against the other party hereto shall not in any way be affected or impaired thereby.
- 18. **Entire Agreement:** This Agreement, including the Exhibits, which are hereby incorporated herein as an integral part of this Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter and geographical locations referred to and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement cannot be modified except in writing signed by the party against whom enforcement of the modification is sought.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and to become effective as of the date first written above.

Windstream Iowa Communications, LLC

City of Tipton, Iowa

By: 
DocuSigned by:
99E310BEC1404DF...

By: _____

Name: Jenifer Burton

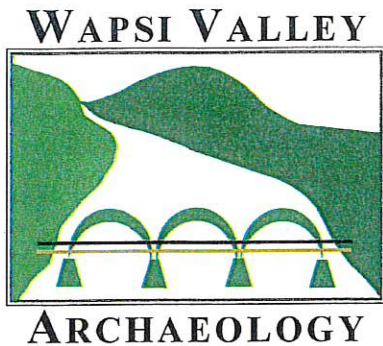
Name: _____

Title: Sr Director, Network Ops

Title: _____

Date: 3/5/2021

Date: _____



WAPSI VALLEY ARCHAEOLOGY, INC.
 126 East Main Street
 P.O. Box 244
 Anamosa, IA 52205
 Telephone: (319) 462-4760
 E-mail address: ngfinn@wapsivalleyarch.com

March 16, 2021

Brian Wagner
 City Manager
 407 Lynn St.
 Tipton, IA 52772

Dear Brian,

Thank you for the opportunity to submit a proposal for a Phase I archaeological survey for the proposed pocket park at 401 Cedar Street in Tipton, Cedar County, Iowa. Wapsi Valley Archaeology, Inc. proposes to complete this work for the following price:

Service	Price
Phase I intensive archaeological survey	\$3,537.17

The project area is located in the vacant lot at 401 Cedar Street in Tipton, Cedar County, Iowa. The lot measures roughly 142 feet east to west by 25 feet north to south, totaling approximately 0.1 acres.

Previous background research found that several buildings once stood at the project location, and it is possible that historic archaeological remains may be present. Wapsi Valley Archaeology, Inc. will conduct pedestrian survey/surface reconnaissance of the entire project area and subsurface testing as judged appropriate. If archaeological deposits are found during the survey, the site boundaries will be established within the project area and information gathered to make a preliminary recommendation regarding its significance.

Following completion of the field investigations, a report will be prepared on the results of the archaeological research. The report will present findings, conclusions, recommendations, detailed maps, and photographs. In addition, site forms will be completed and appended to the report. An electronic copy of the

report will be submitted upon completion of the project. Please let me know if you also require hard copies.

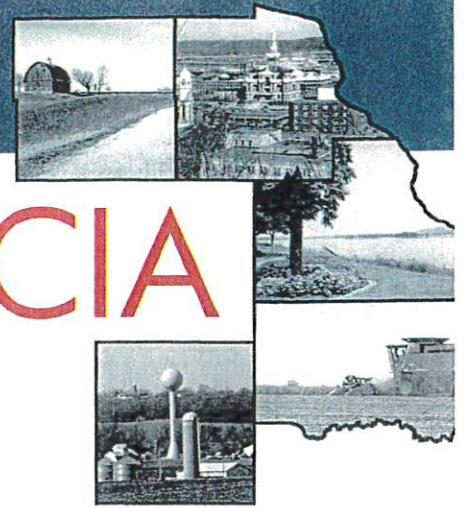
Fieldwork methods and final report preparation will help to fulfill compliance requirements of Section 106 of the National Historic Preservation Act. Our quote includes all costs for background research, state site file research, fieldwork, and completion of appropriate forms for SHPO, analysis and final report preparation for the project. If needed, we would appreciate if the City of Tipton would contact the landowner to gain permission for us to access the property prior to the archaeological field investigations.

If you need any additional information or have questions, please call or email. Again, thank you very much for your consideration. We look forward to working with you on this project.

Best regards,

A handwritten signature in black ink, appearing to read 'Nurit G. Finn', with a stylized flourish at the end.

Nurit G. Finn
President, WAPSI VALLEY ARCHAEOLOGY, INC.



March 15, 2021

Brian Wagner, City Administrator
City of Tipton
407 Lynn Street
Tipton, IA 52772

Dear Mr. Wagner:

I am pleased to provide you with a proposal for ECIA to prepare grant applications for the City of Tipton to help secure funding for the various projects happening, and about to happen in the community. This proposal does not supersede any previous grant contracts that are currently in progress.

ECIA staff will provide grant writing services based on our ECIA approved billable hourly rates of \$89.00/hour for Project Managers. The total estimated cost for grant writing services is \$7,500, which equals up to 85 hours. **We propose to bill the City by the hour for a total of \$3,750.** The balance of \$3,750 will be covered by a new EDA Planning grant ECIA received due to the COVID-19 pandemic. Marla Quinn, Grants and Municipal Coordinator or Daryl Parker, Planner, will be the designated lead for the grant writing.

Scope of Work to be performed by ECIA, includes:

- Carefully reading grant guidelines;
- Writing narrative language as outlined by the guidelines;
- Establishing and communicating internal deadlines to City and any grant partner staff;
- Working with designated representatives in obtaining required attachments;
- Providing advice regarding questions or strategy for proposals;
- Packaging full proposals and submitting **two days** prior to deadlines. *

This proposal does not include ECIA becoming involved in any fundraising aspects of the project or meeting with or attending any State meetings on behalf of your organization.

If the above scope of work and cost estimate is acceptable, please **sign and date as indicated on the second page of this letter. Keep one copy for your files and return one original to ECIA for our files.** Staff can begin work on proposals immediately, after this agreement is signed and returned to ECIA.

Thank you for reaching out to ECIA! If you have any questions, feel free to contact me at 563-556-4166.

Sincerely,



Kelley Hutton Deutmeyer
Executive Director

cc: Marla Quinn, Grants and Municipal Coordinator, Daryl Parker, Planner

*It is important that staff has final application materials two days prior to deadlines to avoid any technical difficulties and the possibility of missing the deadline.

Signed:

City of Tipton Representative

Date

Attest

Date

AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE: MARCH 22nd, 2021

AGENDA ITEM: Energy Cost Adjustment

ACTION: Motion to Approve, Deny or Table

In February as you all know we generated for four days due to the extreme cold weather, which had a significant financial impact on Electrical Resources throughout the United States, and it raised the costs of the electrical suppliers to the City.

The Louisa Generation Plant was not operating at full capacity at the time due to some unrelated problems. Brian, Melissa and I have met to discuss options to recover these costs.

Our costs nearly tripled due to lack of Generation from Louisa, and the cost per MWh was raised nearly 600% which left us a shortfall of \$231,306.00.

Option 1: has the least amount of impact on residential, commercial and industrial customers. We would add 0.0015833 to the Energy Cost Adjustment we currently have of 0.039463 which would be a total of 0.0410463.

Option 2: Has a larger impact by adding .0031667 to 0.039463 which would raise the Energy Cost Adjustment to 0.0426297 but would repay itself in one years' time instead of two years' time.

I would recommend that if the council decides to move forward with this item, we should do the two-year payback **OPTION 1**. The last 18 months have been extraordinary to the entire country and to many of our citizens.

The spreadsheets below show the financial impact to our businesses and customers.

RESPONSIBLE DEPARTMENT: ELECTRIC

ATTACHMENTS: Excel Spread Sheets

PREPARED BY: FLOYD

DATE PREPARED: March 15, 2021

Compare adding \$.0015833(2 year payback) and \$.0031667 (1 year payback) per KWH

large industrial				large commercial			
month	usage KWH	\$0.0015833 increase	\$0.0031667 increase	month	usage KWH	\$0.0015833 increase	\$0.0031667 increase
Feb	112,032	\$177.38	\$354.77	Feb	21,520	\$34.07	\$68.15
Jan	106,272	\$168.26	\$336.53	Jan	24,080	\$38.13	\$76.25
Dec	107,424	\$170.08	\$340.18	Dec	25,040	\$39.65	\$79.29
Nov	105,696	\$167.35	\$334.71	Nov	25,200	\$39.90	\$79.80
Oct	102,816	\$162.79	\$325.59	Oct	28,480	\$45.09	\$90.19
Sep	105,984	\$167.80	\$335.62	Sep	24,480	\$38.76	\$77.52
Aug	105,984	\$167.80	\$335.62	Aug	24,480	\$38.76	\$77.52
Jul	97,632	\$154.58	\$309.17	Jul	16,720	\$26.47	\$52.95
Jun	93,600	\$148.20	\$296.40	Jun	10,640	\$16.85	\$33.69
May	92,448	\$146.37	\$292.76	May	12,000	\$19.00	\$38.00
Apr	101,664	\$160.96	\$321.94	Apr	23,600	\$37.37	\$74.73
Mar	84,960	\$134.52	\$269.04	Mar	27,600	\$43.70	\$87.40

commercial				1.2k sq. ft home			
month	usage KWH	\$0.0015833 increase	\$0.0031667 increase	month	usage KWH	\$0.0015833 increase	\$0.0031667 increase
Feb	2,094	\$3.32	\$6.63	Feb	772	\$1.22	\$2.44
Jan	2,564	\$4.06	\$8.12	Jan	642	\$1.02	\$2.03
Dec	1,735	\$2.75	\$5.49	Dec	672	\$1.06	\$2.13
Nov	2,436	\$3.86	\$7.71	Nov	612	\$0.97	\$1.94
Oct	1,942	\$3.07	\$6.15	Oct	603	\$0.95	\$1.91
Sep	3,248	\$5.14	\$10.29	Sep	946	\$1.50	\$3.00
Aug	4,284	\$6.78	\$13.57	Aug	1,291	\$2.04	\$4.09
Jul	2,793	\$4.42	\$8.84	Jul	954	\$1.51	\$3.02
Jun	1,965	\$3.11	\$6.22	Jun	651	\$1.03	\$2.06
May	2,630	\$4.16	\$8.33	May	535	\$0.85	\$1.69
Apr	2,660	\$4.21	\$8.42	Apr	496	\$0.79	\$1.57
Mar	2,847	\$4.51	\$9.02	Mar	482	\$0.76	\$1.53

3k sq. ft home			
month	usage KWH	\$0.0015833 increase	\$0.0031667 increase
Feb	1,028	\$1.63	\$3.26
Jan	1,099	\$1.74	\$3.48
Dec	949	\$1.50	\$3.01
Nov	1,015	\$1.61	\$3.21
Oct	1,090	\$1.73	\$3.45
Sep	1,614	\$2.56	\$5.11
Aug	2,121	\$3.36	\$6.72
Jul	1,450	\$2.30	\$4.59
Jun	1,034	\$1.64	\$3.27
May	1,134	\$1.80	\$3.59
Apr	1,047	\$1.66	\$3.32

CARVE R WAY

This contract is for artwork between Carve R Way and the City of Tipton for Tiger sculpture carvings. Carve R Way will be creating 2 carvings and possibly 3-4 carvings. Minimum 50% down per carving before progress, then remaining after piece or pieces are finished.

Number of carvings at \$2,334.00 each:	TWO
Total Amount due under this contact	\$4,668.00
50% of Total Amount due as down payment:	\$2,334.00

Notes:

- 1.) The first tree/tiger carving will be in the 700 Block of N Plum using the "Crouching Tiger" Concept.
- 2.) The second tree/tiger carving will involve a tree trunk that the City will relocate from the 400 Block of Walnut Street to the Family Foods Store parking lot's SE corner. This carving will use the "Purring Tiger" Concept.
- 3.) Barring factors such as bad weather, both sculptures will be completed before June 1, 2021. Artist will work with applicable property owners on exact timing of each sculpture.
- 4.) The City will pay Carve R Way for its work. Separate from Carve R Way, the City has made reimbursement arrangements with Mike & Brad Goetz and Bob Rickard (if necessary.)
- 5.) Additional tree sculptures can be added by separate agreements.

PASSED AND APPROVED by the Tipton City Council this 22nd day of March 2021.

Bryan Carney, Mayor

Clint Henik, Artist

Amy Lenz

From: Linda Beck
Sent: Wednesday, March 17, 2021 11:48 AM
To: Brian Wagner, City of Tipton
Subject: FW: Chainsaw Carving

Email regarding tree carving from Brad Goetz.

Thanks,
Linda

From: Brad Goetz <bgoetz@familyfoodsia.com>
Sent: Wednesday, March 17, 2021 11:45 AM
To: Linda Beck <lbeck@tiptoniowa.org>
Subject: Chainsaw Carving

Family Foods will pay for the chainsaw carving located on our parking lot.

Thank You
Brad Goetz

February 25, 2021

Brian Wagner, Tipton City Manager

Use this letter as evidence of my interest in pledging the balance of funds necessary to complete the first "Tiger Tree Project" City of Tipton. Email me that you receive this letter.

bbrick@iowatelecom.net - - - 886-6018 - - - 700 Plum Street, Tipton, IA 52772

A handwritten signature in black ink, appearing to read "Robert E. Rickard", written over a horizontal line.

Robert E. Rickard