

RESOLUTION NO. 060721A

RESOLUTION STATING SUPPORT FOR AND ENTERING INTO THE KEEP IOWA BEAUTIFUL HOMETOWN PRIDE PARTNERSHIP WITH ECIA, KEEP IOWA BEAUTIFUL, AND THE CITIES AND COUNTIES IN DELAWARE AND CEDAR COUNTY, IOWA; INCLUDING APPROVAL OF THE HOMETOWN PRIDE SCOPE OF WORK

At a regularly scheduled meeting of the City of Tipton held on June 7th, 2021, on a motion by _____, seconded by _____, the following resolution was adopted:

WHEREAS, the City of Tipton is taking action to join the Keep Iowa Beautiful Hometown Pride Partnership with East Central Intergovernmental Association (ECIA, Keep Iowa Beautiful, and cities and counties in Delaware and Cedar County, Iowa.

WHEREAS, this partnership agreement will be in effect for a five year period beginning July 1, 2021 through June 30, 2026 with optional renewal on an annual basis and dependent on the Hometown Pride program funding for the program as outlined in the attached Hometown Pride Scope of Work;

WHEREAS, the objective of this agreement and Hometown Pride program is to further the economic and cultural vitality of the region, counties and communities by supporting, facilitating and furthering the implementation of county, community and non-profit plans in a coordinated partnership strategy with ECIA providing a full-time equivalency community coach for up to ten municipalities pro-rated based on total municipality participation with services as outlined in the attached Hometown Pride Scope of Work;

WHEREAS, City of Tipton agrees to the annual match commitment as defined in the attached Hometown Pride Scope of Work effective for a five year period with optional renewal on an annual basis dependent on the Hometown Pride program funding;

NOW, THEREFORE, BE IT RESOLVED THAT: The City of Tipton hereby supports and enters into the Keep Iowa Beautiful Hometown Pride Partnership with ECIA, Keep Iowa Beautiful, and the cities and counties in Delaware and Cedar County, Iowa;

BE IT FURTHER RESOLVED THAT the City of Tipton hereby passes and approves this resolution and Hometown Pride Scope of Work;

ADOPTED this 7th day of June, 2021.

CITY OR COUNTY OF: Tipton

SIGNED: _____
By: Bryan Carney
Mayor

ATTEST: _____
By: Amy Lenz
City Clerk

ECIA SCOPE OF WORK HOMETOWN PRIDE PROGRAM CEDAR AND DELAWARE COUNTIES

Services to be provided by ECIA's Hometown Pride Community Coach:

- Assist Hometown Pride communities identify or develop a steering committee to implement the Hometown Pride program and provide guidance and oversight of the Hometown Pride activities.
- Review community, county and regional plans that will help to support implementation of the Hometown Pride Program.
- Assist communities without a plan in developing a short-term plan with community goals and priorities for the Hometown Pride program.
- Regularly attend Hometown Pride community planning or other committee meetings.
- Assist with empowering local citizens to become engaged in community projects and facilitate the implementation, monitor progress, and assist community members in completing their priority projects.
- Develop and maintain relationships with local, state and regional economic development and technical support partners.
- Establish training/education sessions for community leaders, city council members, county supervisors, volunteers, etc. as needed on topics that will further the Hometown Pride efforts.
- Oversee coordination with economic development organizations, government agencies, community foundations, conservation groups, tourism groups, utilities and other partners to support a team approach to developing and implementing community, county and regional plans.
- Offer guidance on various funding programs and grants to achieve community goals and priorities.
- Research and identify grants, resources, and fundraising opportunities that will help to implement community plans.
- Work with community members to apply for grants, seek matching funds, and successfully complete grant applications. *(ECIA will write **one** free State or Federal grant per year and **one** free Foundation grant per year per participating community as part of the Hometown Pride program and this Scope of Work. Additional grants will be written on a negotiated fee basis.)*
- Provide fundraising advice and facilitate *development of a basic fundraising plan defined by ECIA. Anything above a basic plan will be negotiated as required on a fee basis. Scope of services are designed based on each project within each community.*
- Assist in community audit evaluations by third party consultants where needed.
- Develop a Hometown Pride annual report and conduct an annual program evaluation.
- Maintain and manage an electronic newsletter, web page, and social media platforms containing project progress and news along with case studies and research of value to the Hometown Pride communities.
- Manage the marketing and media for the Hometown Pride program for participating communities and Hometown Pride events.
- Develop and maintain a media contact list.

Service to be provided by each Hometown Pride partner community/county:

- Each Hometown Pride (HTP) participating community/county will become a member of Keep Iowa Beautiful (KIB) (no charge).
- Develop a community plan that is approved and supported by the city council and in the case of the county, a county wide plan approved by the Board of Supervisors.
- In the first three months of initiating the Hometown Pride program, each community and the county will appoint a steering committee or identify an existing committee to serve as the Hometown Pride steering committee and be the liaison with the City Council or the board of supervisors. An existing committee can be utilized.
- Hometown Pride committee will be expected to provide quarterly updates to the Mayor, City Council or County Supervisors and the general public.
- Provide meeting space for the Hometown Pride committee.
- Work closely with the community coach to plan, implement and follow through on priority projects.
- Each HTP participating community/county will work with Keep Iowa Beautiful on social media postings by providing project information and pictures for use by KIB's Facebook, Twitter and Instagram accounts.
- Each HTP participating community/county will provide KIB with local media coverage (newspapers, etc.) of HTP projects and activities.
- Provide annual match to the Hometown Pride Program as follows:

Year 1

- \$1000 for communities with population over 3,000 and ECIA matching \$1000 with ECIA EDA CARES funding.
- \$500 for communities with populations between 1,000 and 3,000 with ECIA matching \$500 with ECIA EDA CARES funding.
- \$250 for communities with population under 1,000 with ECIA matching \$250 with ECIA EDA CARES funding.
- \$1,000 for county governments with ECIA matching \$1000 with ECIA EDA CARES funding.

Year 2 - 5

- \$2,000/year for communities in population over 3,000.
- \$1000/year for communities with populations between 1,000 and 3,000.
- \$500/year for communities with populations under 1,000.
- \$2,000/year for counties

(NOTE: ECIA will review its EDA funding annually and should EDA funding be available, ECIA will assist in providing the city/county match commitment up to the same level as year 1)

Keep Iowa Beautiful Hometown Pride Financing and terms of the Program:

- ECIA will provide one full-time equivalency (FTE) coach between Delaware and Cedar Counties for up to 10 communities between Cedar and Delaware Counties. Should the number of communities exceed 10 communities, ECIA will pro-rate additional staff time

for up to 10 additional communities and one additional full-time FTE coach. The amount of staff time will be pro-rated on a per community basis up to the additional 10 communities.

- Hometown Pride agreement effective on July 1, 2021 through June 30, 2026 between ECIA, Keep Iowa Beautiful and participating cities/counties in Delaware and Cedar Counties.
- Keep Iowa Beautiful Hometown Pride will provide \$80,000 per year with at least \$20,000 in other committed local and ECIA matching funds for up to 10 communities between Cedar and Delaware Counties. Should the number of communities exceed 10 communities, Keep Iowa Beautiful Hometown Pride will pro-rate additional funding for staff time for an additional 10 communities and up to one additional full-time FTE coach. The amount of additional funding will be pro-rated on a per community basis up to the additional 10 communities. Additional communities above 10, will be required to pay the local match as outlined in the previous section.
- ECIA, Cities, Counties, or other sources will provide at least \$20,000 per year for up to 10 communities. For the number of communities exceeding 10, local match will be pro-rated and based on the local match amounts as outlined in the previous section.
- ECIA will invoice and collect annually the Hometown Pride city and county local match.
- ECIA will budget 50% of the local match for each participating city or county in year 1 from EDA CARES funding. In subsequent years, ECIA will coordinate with participating communities their annual contribution and payment of local match.

Annual Budget – July 1, 2021 to June 30, 2022 – Proposing a Five Year Program

Hometown Pride for up to 10 communities	\$ 80,000
ECIA/Municipalities for up to 10 communities	<u>\$ 20,000</u>
Total Annually for up to 10 communities	\$100,000

For number of communities exceeding 10, the KIB portion and the community portion will be pro-rated based on the number of additional communities up to 20 total communities and one additional FTE.

FY 2021 – July 1 to June 30, 2021 Participating Municipalities			
Participating Municipalities	Yes or No	Participating Municipalities	Yes or No
Delaware County		Cedar County	
Manchester		Tipton	
Delhi		Stanwood	
Edgewood		Mechanicsville	
Hopkinton		Lowden	
Earlville		West Branch	
Delaware		Durant	
Masonville		Clarence	
Dundee			
Ryan			
Colesburg			
Greeley			

MINUTES TO AUTHORIZE ISSUANCE OF BONDS

419554-45

Tipton, Iowa

June 7, 2021

The City Council of the City of Tipton, Iowa, met on June 7, 2021, at _____ o'clock _____.m. The City Council met electronically via Go To Meeting, which was accessible at the following:

[Insert electronic access information]

The City Council is conducting this meeting electronically due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 060721B

Resolution authorizing and approving a Loan Agreement, providing for the issuance of General Obligation Corporate Purpose Bonds, Series 2021, and providing for the levy of taxes to pay the same

WHEREAS, the City of Tipton (the "City"), in Cedar County, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, heretofore proposed to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$2,000,000 for the purpose of paying the costs, to that extent, of constructing street, sidewalk, sanitary sewer, storm water drainage and water system improvements and acquiring vehicles and equipment for the municipal fire and emergency response departments (collectively, the "Projects"), and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on July 6, 2020; and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of the General Obligation Corporate Purpose Bonds, Series 2021 (the "Bonds") in evidence of the obligation of the City under the Loan Agreement, the City has made provision for the approval of the P.O.S. and has authorized its use by Speer Financial, Inc. (the "Financial Advisor"), as municipal financial advisor to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of Bankers' Bank, Madison, Wisconsin (the "Purchaser"), was determined to be the best, such bid proposing the lowest interest cost to the City for the Bonds; and

WHEREAS, the Purchaser has executed a certain official bid form/sale agreement (the "Sale Agreement") with respect to the Loan Agreement and the Bonds, and the City Council has previously approved the Sale Agreement and has made provision for its execution and delivery; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Tipton, Iowa, as follows:

Section 1. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$2,000,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 2. The Bonds, in the aggregate principal amount of \$2,000,000, are hereby authorized to be issued in evidence of the City’s obligations under the Loan Agreement. The Bonds shall be dated June 22, 2021, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2023	\$210,000	1.00%	2028	\$225,000	1.05%
2024	\$215,000	1.00%	2029	\$225,000	1.15%
2025	\$215,000	1.00%	2030	\$235,000	1.25%
2026	\$220,000	1.00%	2031	\$235,000	1.35%
2027	\$220,000	1.00%			

Section 3. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2028 through 2031, inclusive, prior to and in any order of maturity on June 1, 2027, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2021. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement

Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
CEDAR COUNTY
CITY OF TIPTON

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2021

No. _____				\$ _____
RATE	MATURITY DATE	BOND DATE		CUSIP
_____%	June 1, _____	June 22, 2021		_____

The City of Tipton (the "City"), in Cedar County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the "Registrar" or the "Paying Agent"), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2021, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2021 (the "Bonds") issued by the City to evidence its obligation under a certain loan agreement, dated as of June 22, 2021 (the "Loan Agreement"), entered into by the City for the purpose of paying the cost, to that extent, of: constructing street, sidewalk, sanitary sewer, storm water drainage and water system improvements and acquiring vehicles and equipment for the municipal fire and emergency response departments.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on June 7, 2021, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2028 through 2031, inclusive, prior to and in any order of maturity on June 1, 2027, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Tipton, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of June 22, 2021.

CITY OF TIPTON, IOWA

By (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (June 22, 2021)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB Bank, n.a.
West Des Moines, Iowa
Registrar

By (Authorized Signature)
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	- as tenants in common	UTMA	<u>(Custodian)</u>
TEN ENT	- as tenants by the entireties		
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	As Custodian for	<u>(Minor)</u> under Uniform Transfers to Minors Act
			<u>(State)</u>

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds (\$2,014,308.40), including original issue premium (the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$6,000) shall be retained by the Purchaser as the underwriter's discount.

A portion of the Loan Proceeds (\$1,983,743.40) (the "Project Proceeds) received from the sale of the Bonds, shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The remainder of the Loan Proceeds (\$24,565) (the "Cost of Issuance Proceeds"), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

- For collection in the fiscal year beginning July 1, 2022, sufficient to produce the net annual sum of \$231,860;
- For collection in the fiscal year beginning July 1, 2023, sufficient to produce the net annual sum of \$234,760;
- For collection in the fiscal year beginning July 1, 2024, sufficient to produce the net annual sum of \$232,610;
- For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of \$235,460;
- For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of \$233,260;
- For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of \$236,060;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$233,698;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$241,110; and

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$238,173.

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Cedar County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City, which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as "Qualified Tax Exempt Obligations" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved June 7, 2021.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF CEDAR
CITY OF TIPTON

SS:

I, the undersigned, City Clerk of the City of Tipton, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing a Loan Agreement and providing for the issuance of \$2,000,000 General Obligation Corporate Purpose Bonds, Series 2021 of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Bonds or to levy taxes to pay the principal of and interest on the Bonds.

WITNESS MY HAND this _____ day of _____, 2021.

City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

CEDAR COUNTY

I, the undersigned, County Auditor of Cedar County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2021, the City Clerk of the City of Tipton filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on June 7, 2021, entitled: "Resolution authorizing and approving a Loan Agreement, providing for the issuance of General Obligation Corporate Purpose Bonds, Series 2021, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2022.

WITNESS MY HAND this _____ day of _____, 2021.

County Auditor

LOAN AGREEMENT

This Loan Agreement is entered into as of June 22, 2021 by and between the City of Tipton, Iowa (the "City"), and Bankers' Bank, (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$2,000,000 and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose Bonds, Series 2021 in the aggregate principal amount of \$2,000,000 (the "Bonds").

2. The City has adopted a resolution on June 7, 2021 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated June 22, 2021, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF TIPTON, IOWA

By _____
Mayor

Attest:

City Clerk

BANKERS' BANK
Madison, Wisconsin

By _____
(Signature)

(Print Name and Title)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Tipton, Iowa (the “Issuer”), in connection with the issuance of the \$2,000,000 General Obligation Corporate Purpose Bonds, Series 2021 (the “Bonds”), dated June 22, 2021. The Bonds are being issued pursuant to a resolution of the Issuer approved on June 7, 2021 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) To the extent such information is customarily prepared by the Issuer and is made publicly available, not later than June 30 (the “Submission Deadline”) of each year following the end of the 2020-2021 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The Audited Financial Statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the

effect thereof. If the Issuer's audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) other financial information and operating data regarding the Issuer of the type presented in the final official statement distributed in connection with the primary offering of the Bonds; provided, however, other than information included in its audited financial statements, the Issuer does not customarily prepare or make publicly available, most of the information in the final official statement, and accordingly no financial information or operating data (other than that normally included in the audited financial statements) will be provided by the Issuer in the Annual Report other than the following:

Debt Information
Property Assessment and Tax Information
Financial Information

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the

tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall Speer Financial, Inc.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking

into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any

claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: June 22, 2021

CITY OF TIPTON, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this June 22, 2021 (the "Dated Date") by and between the City of Tipton, Iowa hereinafter called "ISSUER", and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$2,000,000 General Obligation Corporate Purpose Bonds, Series 2021 hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

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

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
 - a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
 - b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
 - c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and
 - d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document,

and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond

certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the

exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, n.a. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
--------------	--

If to ISSUER:	City of Tipton, Iowa Attn: City Clerk City Hall 407 Lynn Street Tipton, Iowa 52772-1633
---------------	---

26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain

information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF TIPTON, IOWA

Mayor

Attest:

City Clerk

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By: _____
Authorized Signatory



PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE

- Book Entry Bonds \$300 initial/\$600 annual
- Registered/Private Placement Bonds \$300 initial/\$600 annual

*Initial Fees charged at Closing

*Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

- Placement of CDs or Sinking Funds \$500 per set up/outside UMB
- Late Payments \$100
- Optional or Partial Redemption \$300
- Mandatory Redemption \$100
- Early Termination/Full Call \$500
- Paying Costs of Issuance \$500 one-time fee

SERVICES AVAILABLE UPON REQUEST

- Dissemination Agent \$1,000 annual

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

RESOLUTION NO. 060721C

**A RESOLUTION SETTING THE TIME AND PLACE OF A PUBLIC HEARING
ON THE DEVELOPMENT OF A COMMUNITY DEVELOPMENT AND
HOUSING NEEDS ASSESSMENT FOR THE CITY OF TIPTON, IOWA**

WHEREAS, the City Council of the City of Tipton desires to apply for Community Development Block Grant funding from the Iowa Economic Development Authority, and

WHEREAS, the requirements of the CDBG application require the City to adopt a Community Development and Housing Needs Assessment following a public hearing;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TIPTON, IOWA, that a public hearing be conducted by the City Council at their regular City Council meeting on Monday, June 21, 2021 at 5:30 p.m. The meeting will be held by electronic means and interested residents can attend by computer using the following web address: <https://global.gotomeeting.com/join/955594373>

BE IT FUTHER RESOLVED, that residents may also join the meeting by phone by dialing 1-866-899-4679 and the access code 955-594-373.

BE IT FURTHER RESOLVED, that the City Clerk shall give notice of said public hearing by publication of a notice in the Tipton Conservative at least once, not less than four (4) and not more than twenty (20) days before the meeting.

PASSED, APPROVED, AND ADOPTED this 7th DAY OF June, 2021

BY THE CITY COUNCIL OF THE
CITY OF TIPTON, IOWA

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution No. _____ which was passed by the Tipton City Council this 7th day of June, 2021.

Amy Lenz, City Clerk

Amy Lenz

From: Melissa Armstrong
Sent: Tuesday, June 1, 2021 12:23 PM
To: Amy Lenz
Cc: Brian Wagner, City of Tipton
Subject: FW: Tipton - June 7 Council Meeting Items
Attachment : Tipton PH Notice Comm and Housing Needs June 21 Meeting 6.7.2021.doc; RES Resolution Setting Public Hearing on Comm Dev Housing Needs Assessment TIPTON 6.7.2021.docx

Please put the attached resolution in the council meeting for Monday. I will send the Conservative the notice to publish on 6/9.

Thanks,
Melissa

From: Justin Yarosevich <justin@sc-ic.com>
Sent: Sunday, May 30, 2021 8:51 AM
To: Melissa Armstrong <marmstrong@tiptoniowa.org>; Brian Wagner, City of Tipton <citymanager@tiptoniowa.org>
Cc: Melanie Mitchell <melanie@sc-ic.com>
Subject: Tipton - June 7 Council Meeting Items

Brian and Melissa –

Attached please find the items for your June 7th Council Meeting agenda. These items include a resolution to set the public hearing on a Community Development and Housing Needs Assessment for the June 21st Meeting. Additionally there is the public notice that will need to be published in the Tipton Conservative. We are targeting the June 9th edition of the paper for publication which gives you a fall back date of June 16th if you need it.

We will need a copy of the proof of publication from the paper for submittal with the grant application.

Please review these documents to make sure I have entered the information correctly. Both the resolution and the notice assume that the meeting will be held electronically on the 21st and per the CDBG guidance we have to publish that information in the notice.

In a previous email I forwarded a DRAFT of the Community Development and Housing Needs Assessment for your review. Please let me know if you have any questions, changes, or concerns regarding that document. Following the heading on the 21st the Council will approve that document by resolution. I will send over the items for the June 21st agenda closer to that meeting date by separate email.

If you have any questions please don't hesitate to reach out to us. Thanks for you assistance on this matter.

Justin

Justin Yarosevich
Simmering-Cory | Iowa Codification
641-355-4072(o) | 712-299-2256(c) | justin@sc-ic.com
MAIL TO: P.O. Box 244, Storm Lake, Iowa 50588

Amy Lenz

From: Melissa Armstrong
Sent: Tuesday, June 1, 2021 12:26 PM
To: aschroder79@gmail.com
Cc: Brian Wagner, City of Tipton; Amy Lenz
Subject: Tipton PH Notice Comm and Housing Needs June 21 Meeting 6.7.2021
Attachments: Tipton PH Notice Comm and Housing Needs June 21 Meeting 6.7.2021.doc

Good Afternoon,
Could you please put the attached notice in the June 9th edition of the paper?

Let me know if you have any questions.

Thanks,
Melissa

PUBLIC HEARING NOTICE

The City of Tipton, Iowa, is hereby serving as Public Notice that on June 21, 2021, at 5:30 p.m., the City Council will hold a public hearing to consider a Community Development and Housing Needs Assessment, during the regular City Council meeting. Citizens can attend the meeting by electronic means using the provided login information. The assessment will outline projects that the City has identified as community and housing needs over the next few years.

Citizens who wish to participate in the public hearing can do so via electronic means by using the following web address <https://global.gotomeeting.com/join/955594373> or by phone at 1-866-899-4679 using access code 955-594-373.

This meeting will be held to give residents information concerning the proposed assessment. Citizens are encouraged to attend and express their preferences about the proposed assessment. Residents are able to provide comments in writing in advance of the meeting by email to marmstrong@tiptoniowa.org or by mail to 407 Lynn Street, Tipton, IA 52772. Anyone having questions about this assessment or requiring special accommodations at the upcoming hearing may contact the City's Finance Director, Melissa Armstrong at 563-886-6187.

Amy Lenz
City Clerk
City of Tipton, Iowa

RESOLUTION 060721D

RESOLUTION ACCEPTING A BID FOR THE
LIBRARY EXTERIOR STAIR REPLACEMENT PROJECT 2021

WHEREAS, the Library Board and City Council of the City of Tipton have taken formal bids for an Exterior Stair Replacement Project (Project) on the west side of the Library Building; and

WHEREAS, the April 28, 2021 bid results were as follows:

Todd Hackett Construction	\$112,000.00
Tricon	\$138,400.00
Esbeck Masonry	\$ 98,000.00

AND, WHEREAS, the apparent low bidder, Esbeck Masonry, compares to IIWs' (Engineer) cost estimates as follows:

	<u>Engineer's Est.</u>	<u>Esbeck Masonry</u>
Exterior Stair Replacement	\$25,000 - \$45,000	\$98,000

WHEREAS, since the Project Engineer's estimated construction cost ranges between \$25,000 to \$45,000, the City's letting process requires the successful bidder to provide a performance bond and a payment bond.

AND, WHEREAS, the apparent low bidder, Esbeck Masonry did not submit a 5% bid security and has requested a one-week extension to the 30-day period for which bids are good.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Tipton, as recommended by the Library Board, does hereby:

- 1.) Accept the bid from Esbeck Masonry.
- 2.) Waive the formality of the 5% bid security requirement.
- 3.) Agree to Esbeck's request for a one-week extension to holding his bid amount.
- 4.) Authorize the city staff to issue a "Notice to Proceed" to Esbeck after his performance and payment bonds are in place.

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

PASSED AND APPROVED this 7th day of June 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 7th day of June 2021.

Amy Lenz, City Clerk



**PATE
BONDING
INC.**

1276 So. Robert St. • West St. Paul, MN 55118 • Phone: (651) 457-6842 • Fax: (651) 457-7531 • Web Site: www.patebonding.com

June 1, 2021

RE: Dane Esbeck dba Esbeck Masonry
Tipton, IA

To Whom It May Concern:

We are writing to you at the request of Dane Esbeck dba Esbeck Masonry. Pate Bonding, Inc. is the bonding agent and Granite Re, Inc. is the Surety Company (A.M. Best Rating A+) for Dane Esbeck dba Esbeck Masonry. Dane Esbeck dba Esbeck Masonry has handled all of their bonded projects in an extremely professional manner.

Dane Esbeck dba Esbeck Masonry has a current bond program of \$500,000 Single/\$500,000 Aggregate. Larger projects would be considered on a bond-by-bond basis.

If a contract is issued to Dane Esbeck dba Esbeck Masonry it is our present intention to become Surety on the Performance and Payment Bonds required by the contract. This is contingent upon our satisfaction with the contract documents and Dane Esbeck dba Esbeck Masonry continuing to satisfy other underwriting considerations. Any arrangement for Bonds required by the contract is a matter between Dane Esbeck dba Esbeck Masonry and the Surety and we assume no liability to you or your third parties, if for any reason we do not execute these Bonds.

Please feel free to contact me should you require any additional information regarding Dane Esbeck dba Esbeck Masonry current bond program.

Sincerely,

Jennifer Boyles

CHANGE ORDER

No. 1

DATE OF ISSUANCE 6/1/2021 EFFECTIVE DATE 6/7/2021

JURISDICTION City of Tipton

CONTRACTOR Triple B Construction Corporation

Contract: Mulberry Street - Water Main & Street Improvement Project - Tipton, Iowa - 2021

Project: Mulberry Street - Water Main & Street Improvement Project - Tipton, Iowa - 2021

JURISDICTION's Contract No. ----- ENGINEER's Contract No. 5020284

ENGINEER Garden & Associates, LTD.

You are directed to make the following changes in the Contract Documents:

Description: Additional work on 10th Street from Meridian Street to Plum Street

Reason for Change Order: Request by City

Attachments: (List documents supporting change) See attached Estimate of Quantities

CHANGE IN CONTRACT PRICE:
Original Contract Price: \$ <u>399,085.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>---</u> to <u>---</u> : \$ <u>NA</u>
Contract Price prior to this Change Order: \$ <u>399,085.00</u>
Net Increase (Decrease) of this Change Order: \$ <u>109,390.00</u>
Contract Price with all approved Change Orders: \$ <u>508,475.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: <u>90</u> (days or dates)
Net change from previous Change Orders No. <u>---</u> to <u>---</u> : Substantial Completion: _____ Ready for final payment: <u>NA</u> (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: <u>90</u> (days or dates)
Net Increase (Decrease) this Change Order: Substantial Completion: _____ Ready for final payment: <u>10</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: <u>100</u> (days or dates)

RECOMMENDED:

By: *Jack Pope*
ENGINEER(Authorized Signature)

Date: 6.2.2021

APPROVED:

By: _____
JURISDICTION(Authorized Signature)

Date: _____

ACCEPTED:

By: *BSJ*
CONTRACTOR(Authorized Signature)

Date: 6/2/21

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractor of America and the Construction Specifications Institute.

Triple B Construction Corp.
710 Ayres Progress Drive
Wilton, IA 52778



Office: (563) 732-DIRT

Fax: (563) 732-2105

Brad Cell: (319) 631-0320

brad@triplebconstructionia.com

Date: May 26, 2021

Project: Tipton 10th Street Subdrain & Reconstruction

Description:	Unit:	Quantity:	Unit Price:	Ex. Price:
1. Mobilization	LS	1	\$10,500	\$10,500
a. Bond				
b. Mark-up on Manatt's bid items				
c. Mannatt's Additional Mobilization				
d. Traffic Control				
2. Excavation	CY	450	\$7	\$3,150
3. Subgrade Prep	SY	2700	\$8.50	\$22,950
4. HMA Pavement	Ton	650	\$79	\$51,350
5. Milling	SY	2700	\$4	\$10,800
6. 4" Subdrain	LF	860	\$11.50	\$9,890
7. Subdrain Connections	EA	3	\$250	\$750

Total Proposed Amount: \$109,390.00

All billing to base on field measured quantities, all other bid items to be paid at unit prices

Staking provided by Garden & Associates

Brad Jipp

President, Owner

Triple B Construction Corporation

319-631-0320

AGENDA ITEM #

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	June 7, 2021
AGENDA ITEM:	Ice Rink – Tipton Park
ACTION:	Motion

SYNOPSIS: Attached is a quote from Nice Rink. After researching and talking with other Park and Recreation Directors they suggested this company over the rest and their company is based out of Wisconsin.

Quote includes everything that we need for the rink as well as hockey goals, broom ball equipment and lights that go in the ice as well as around the entire rink. Quote is good for 30 days and if we order now we will receive everything by August sometime.

I wanted to inform the council and receive approval.

I will be at the council meeting if you have any further questions.

BUDGET ITEM: Ice Rink

RESPONSIBLE DEPARTMENT: Park

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Nice Rink Quote

PREPARED BY: Adam Spangler

DATE PREPARED: 6/3/21

Amy Lenz

From: Adam Spangler
Sent: Thursday, June 3, 2021 11:21 AM
To: Amy Lenz
Subject: FW: NiceRink quote

Adam Spangler

Park & Recreation Director

JH Girls & Boys Basketball

JV Volleyball

C - 563-886-4271

W - 563-886-2271

aspangler@tiptoniowa.org



From: donna@nicerink.com <donna@nicerink.com>
Sent: Tuesday, June 1, 2021 10:20 AM
To: Adam Spangler <aspangler@tiptoniowa.org>
Subject: RE: NiceRink quote

Hi Adam,

The shipping department has figured the shipping to be \$631.90. At this time, we can only hold a shipping quote for 7 days. Thank you

Please let me know if you have any more questions. Thank you

JOIN: [NiceRink Backyard Ice Rink Users Community](#)



Users - Brackets - Boards - Recurlicent - Starter Kits - Complete Packages

Donna Ruggiero | Sales | CSR | 888-642-3746 |



We're here for you!

Our GOAL is to ASSIST 🙋 Let us know how we can help.

STAY SAFE AND HEALTHY EVERYONE!!!

From: Adam Spangler <aspangler@tiptoniowa.org>
Sent: Friday, May 28, 2021 2:28 PM
To: donna@nicerink.com
Subject: RE: NiceRink quote

Okay, thanks. If you could get me the shipping cost that would be great.

Adam Spangler

Park & Recreation Director

JH Girls & Boys Basketball

JV Volleyball

C - 563-886-4271

W - 563-886-2271

aspangler@tiptoniowa.org



From: donna@nicerink.com <donna@nicerink.com>

Sent: Friday, May 28, 2021 11:22 AM

To: Adam Spangler <aspangler@tiptoniowa.org>

Subject: NiceRink quote

Hi Adam

Thank you for sending in a quote request today. Here is the NR3 Rink package shown below. Below that it is the cart with the additional items added in. Also you will find a plot of the rink layout

Please let me know if you have any questions. The website could not get a shipping cost, so I can have the shipping department get that for you next week if you need that as well.

This quote is giving you the 7.5% Gold package discount as well as 5% more off for ordering early. We have a sale every July with an additional 10% off. So if you want to wait and place your order during the sale, you would save about another \$900.00 or so.

Plus shipping cost. Also we may have a price increase at any time. Jim is working on pricing now and getting new items ordered for season. Any packages ordered will not ship until late August. Thank you









BUILD YOUR BACKYARD ICE RINK**PACKAGE INFO**

PACKAGE PRICE	\$8,129.13
PACKAGE TYPE	GOLD PACKAGE
RINK SIZE	80' X 120'
LINER TYPE	NR#3 (NICERINK® II)
LINER SIZE	90' x 125'

ITEMS IN PACKAGE

PRODUCT	SKU	QTY	TOTAL WEIGHT	PRICE PER UNIT	PRICE
NR#3 (NiceRink® II) 90' x 125'	NR3090125	1	629.00 lbs	\$2137.50	\$2137.50
NiceRink Support Bracket system (US Shipping)	NB134AC	96	195.84 lbs	\$11.00	\$1056.00
NiceRink Backyard Rink Plastic Boards	PS605AC	96	816.00 lbs	\$40.00	\$3840.00
52" NiceIce Resurfacer	NI052RS	1	11.00 lbs	\$250.00	\$250.00
8' KickPlates Premium L Top 15"x 8"x1" *WILL NOT SHIP UPS*	KPL158AC	48	264.00 lbs	\$20.00	\$960.00
SuperGrip Yellow 8ft BumperCaps™ *WILL NOT SHIP UPS*	BC008AC	48	81.60 lbs	\$11.00	\$528.00
NiceRink Installation DVD	NRIDVD-FREE	1	0.05 lbs	\$0.00	\$0.00
NiceRink 12" Patch Pad	PT12PADAC	1	1.00 lbs	\$0.00	\$0.00
NiceRink Hockey Puck	NP121AC	5	1.25 lbs	\$2.00	\$10.00
3.7oz. Underwater NiceRink Repair Adhesive	UW037AC	1	1.00 lbs	\$6.75	\$6.75

EST. H2O @ 4" DEEP: 24000.00 GAL

	90' X 125' NICERINK #3 LINER (RINK SIZE: 80' X 120') FOR YOUR GOLD PACKAGE SKU: NR0090125	Unit Price: \$2,137.50	Qty: 1	<input type="button" value="+"/> <input type="button" value="-"/>	\$2,137.50	X
	GOLD PACKAGE (RINK SIZE: 80' X 120') SKU: ENDL-PKG-GOLD	Unit Price: \$6,650.75	Qty: 1	<input type="button" value="+"/> <input type="button" value="-"/>	\$6,650.75	X
	BROOM BALL STARTER SET (12 STICKS-2 BALLS) SKU: DB005AC	Unit Price: \$360.00	Qty: 1	<input type="button" value="+"/> <input type="button" value="-"/>	\$360.00	X
	RED LINE UNDER THE LINER LED NICELIGHTS SKU: RLR516AC1-P-80-3	Unit Price: \$104.00	Qty: 1	<input type="button" value="+"/> <input type="button" value="-"/>	\$104.00	X
	(OUT OF STOCK) BLUE LINE UNDER THE LINER LED NICELIGHTS SKU: RLB516AC11	Unit Price: \$105.30	Qty: 2	<input type="button" value="+"/> <input type="button" value="-"/>	\$210.60	X
	WHITE "PERIMETER" UNDER THE LINER LED NICELIGHTS SKU: RLW516AC151	Unit Price: \$195.00	Qty: 2	<input type="button" value="+"/> <input type="button" value="-"/>	\$390.00	X
	WHITE "PERIMETER" UNDER THE LINER LED NICELIGHTS SKU: RLW516AC133	Unit Price: \$128.70	Qty: 1	<input type="button" value="+"/> <input type="button" value="-"/>	\$128.70	X
	RINK BAT NET 4' X 8' - 2" PIPE SKU: RSN46AC	Unit Price: \$345.00	Qty: 2	<input type="button" value="+"/> <input type="button" value="-"/>	\$690.00	X



GOLD PACKAGE DISCOUNT - SAVE 7.5%

Discount Code

Order Summary

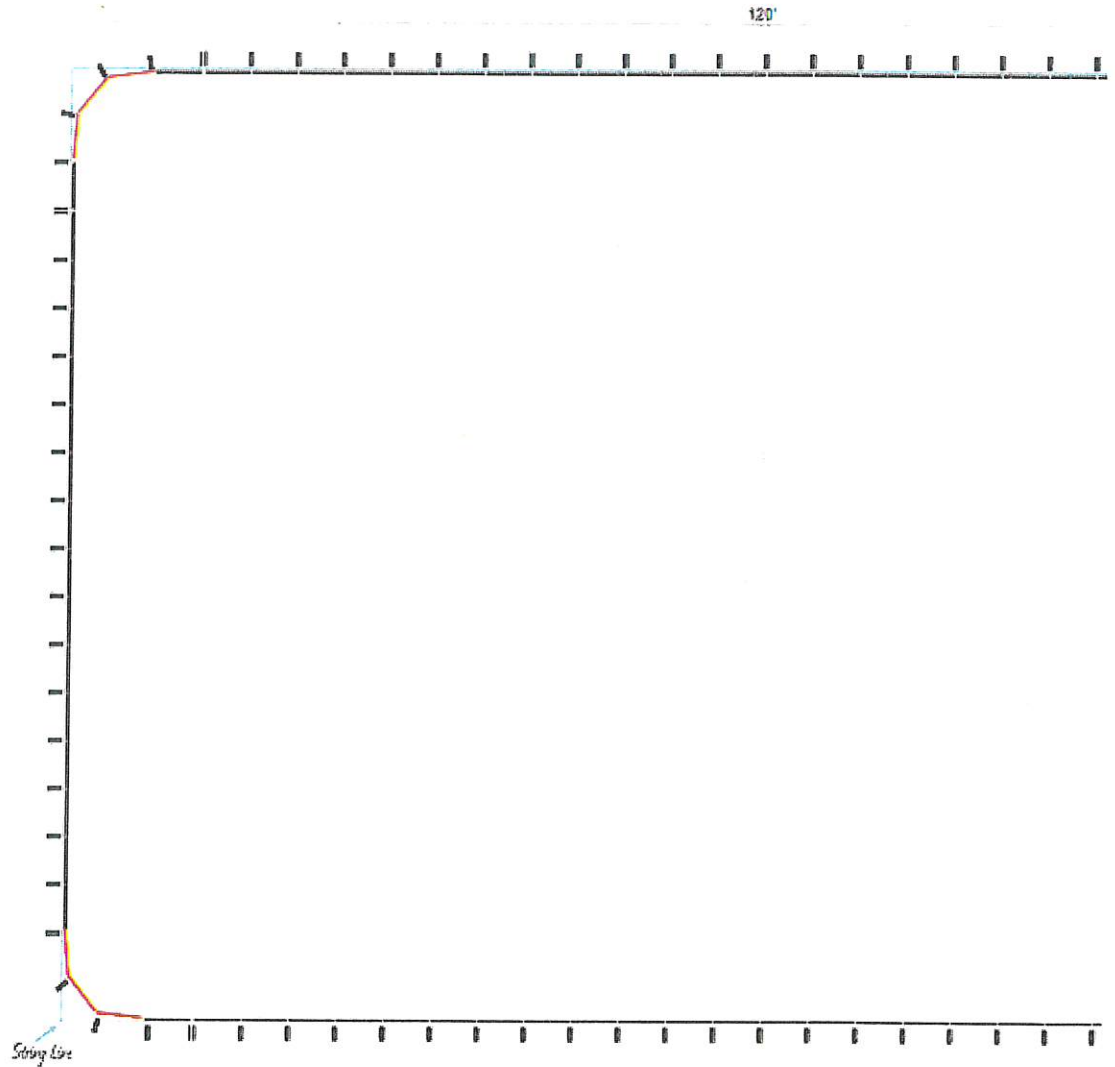
Item(s) Subtotal:	\$10,671.05
Discount:	\$ 1,295.35
Shipping:	Fairview Ranch Church/Golf Course

Call for shipping
[Update Description 42772](#)

Order Total: \$9,375.70

NiceRink Installation Reference

This is only accurate down to 24' x 24'. Anything less and the plot will be incorrect.



Total Boards: 96 (see installation notes below)
Total Brackets: 12 (see installation note below)
Total Boards in Corners: 12 (see installation note below)
Rink Width: 24'
Rink Length: 120'
[Full Dimensional](#)

JOIN: [NiceRink Backyard Ice Rink Users Community](#)



Users - Rackets - Boards - Resurfacers - Starter Kits - Complete Packages

Donna Ruggiero | Sales | CSR | 888-642-3746 |





Proposal

To: Honorable Mayor and City Council

From: Brian Brennan

Subject: Pump Replacement

Date: June 2, 2021

Mayor and Council,

Mississippi Valley Pump has provided a price quote for one Flygt brand, 20 HP, 460 Volt, submersible sewer pump for installation in the West Lagoon lift station (please see attachment).

You may recall the recent bid documents for the wastewater upgrade. Based on age and wear, our engineers suggested replacement and included bid option, for four lift pumps. The option was bid at \$102,000. Council voted, with my recommendation, to forego the pump option due to our ability to get a better pricing in house. The current quote for one pump is \$19,856.

Tipton's current sewer budget is 90% complete by calendar and only 62% spent by value. For this reason, I propose we use a portion of the surplus to purchase one new lift station pump. Please understand, this will require MVP to invoice us immediately, yet wait for delivery for 10 to 12 weeks. If next years budget has similar surplus, I will propose another replacement at that time. We welcome any discussion or questions on Monday night.

Respectfully submitted,

Brian Brennan

Water/Wastewater Superintendent

City of Tipton



Phone: 563-359-3223
Fax: 563-447-1968
Toll Free: 877-711-7587

QUOTATION

TO: City of Tipton, IA. DATE: 5/27/21

ATTN: Brian

RE: New Pump

For one (1) New Flygt Pump Model #3153.095, 20HP, 460 Volt, 3 Phase, 6" Discharge, 50' Cable, FLS, FV, Explosion Proof

TOTAL PRICE \$19,856.00 + Frt.

Delivery time – 10 to 12 weeks

If you have any further questions regarding this quotation please contact me at the above listed number.

Respectfully Submitted:

Shellie Cabana

Shellie Cabana

Email: shellie@misvalpump.com

Proceed with repair: _____

Do not repair: _____

New Pump: _____

Date/PO#: _____

AGENDA ITEM:

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	6/7/2021
AGENDA ITEM:	Medical Director Insurance - Ambulance
ACTION:	Council consideration, Motion to approve office construction project. Roll call vote to approve, amend, table or deny.

SYNOPSIS:

In 2019, the City began providing medical director insurance to our Ambulance Medical Director. We have continued this since then. This is the annual renewal for the professional liability insurance which we provide.

The City's insurance carrier, EMC insurance does not offer medical director insurance or other forms professional liability insurance that could be utilized for this purpose. To clarify, the members of the ambulance service are covered by the City's insurance policy.

This policy provides the most ominous coverage for our medical director through both indirect care (our ambulance service and protocols) and direct patient care (while not at his hospital practice.)

BUDGET ITEM: 001-5-160-2-64910

RESPONSIBLE DEPARTMENT: Ambulance

MAYOR/COUNCIL ACTION: Consideration, motion and roll call vote to approve, table or deny.

ATTACHMENTS: NFP Annual Invoice for Dr. Wing M.D.

PREPARED BY: Brad Ratliff

DATE PREPARED: 5/28/2021



Remit to: NFP Property & Casualty Services, Inc.
 NFP P & C MOUNTAIN
 PO BOX 840801
 Los Angeles, CA 90084-0801

INVOICE	
Account #	Date
DANTWIN-01	3/12/2021
Policy #	
EMD1755361P2	
Company	
Nautilus Insurance Co	
Producer	
Tom James	
Effective	Expiration
6/10/2021	6/10/2022

Daniel T. Wing, MD
 407 Lynn St.
 Tipton, IA 52722

EFFECTIVE DATE	PAYMENT DUE DATE	TRANS TYPE	DESCRIPTION	AMOUNT
6/10/2021	6/3/2021	REN	21/22 EMS Professional Liability	\$3,600.00
		TAX	Surplus Lines Tax	\$39.60
		FEE	EMS Broker Fee	\$360.00
TOTAL PREMIUM DUE				\$3,999.60

Payment Options:

1. Mail check to: NFP Property & Casualty Services, Inc, See Remittance Address Above
2. Pay On-line at: <https://nfp-mtn.epaypolicy.com> Note: ePay charges a fee for on-line pay services.
3. Pay via ACH or Wire, see instructions below

Wire or ACH Transfer:

Account Name: NFP P&C Trust - AZ **Routing:** 121000248
Bank Name: Wells Fargo Bank **Checking Account:** 4122405285
Bank Address: 420 Montgomery Street, San Francisco, CA 94104 **Bank Swift:** BIC WFBIUS6S (International)
 Please include the account number and name to help us identify the incoming wire.

Please be sure you include or have emailed your signed and dated binding documents:

- Renewal Supplemental form.
- NFP Disclosure Form.
- AM Best Non-Admitted Carrier Notification

8201 N. Hayden Rd., Scottsdale, AZ 85258
 P: 866-577-7833 – F: 480-947-6699
 Email: Tjames@NFP.com
www.emsmdiversity.com

We are pleased to provide the following quotation on the following captioned Applicant. This quotation is valid until 60 days after the date this quotation is issued or policy expiration whichever comes first, at which time it is automatically withdrawn without notice.

Date Quotation Issued: March 12, 2021

Named Insured: City of Tipton, Iowa dba: Tipton Ambulance Service/Daniel T. Wing, MD
Coverage Provided: EMS Medical Director Professional Liability & General Liability - Claims Made & Reported Insurance.
Issuing Carrier: Nautilus Insurance Company
AM Best Rating Non-Admitted – AM Best Rating A+ XV

Coverages	Limits of Liability
EMS Medical Directors Professional Liability	\$1,000,000 Per "Claim"
EMS Medical Directors General Liability	\$1,000,000 Per "Occurrence"
Policy Aggregate	\$3,000,000 Per "Aggregate"
Policy Effective/Expiration Date	6/10/2021 to 6/10/2022
Retroactive Date	6/10/2019

Endorsements, Limitations, Warranties and Exclusions include, but are not limited to, the following:
<ul style="list-style-type: none"> • EMD 7001-0617-N EMS Medical Directors Errors & Omissions Insurance Policy – Declarations Page • EMD 7000-0915-N EMS Medical Directors Professional Liability and General Liability Insurance Policy • 028-OFAC (03-16) Trade and Economic Sanctions • 265- 0220 Policyholder Disclosure – Notice of Terrorism Insurance Coverage • 266- 0220 Cap on Losses from Certified Acts of Terrorism • 701-CR- 0419 CLAIM REPORTING PROCEDURES • EMD 000901 (09-15) Policyholder Notice • EMD 000902 (09-15) Minimum Earned Premium Endorsement • EMD 500902- 0920-NF Mobile Intravenous Services Excluded • EMD-CANNR-IA- 0920-NF • Iowa Cancellation Endorsement • NIC-E906- 0816 Service of Suit
<p>Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.</p>

Important:

- Coverage is written on a Claims Made and Reported form; insurance applies only to covered incidents that occur on or after the retroactive date AND are first reported during the policy term.
- Your duties and obligations are outlined in the policy. We ask that you familiarize yourself with the Claims Reporting section of the policy which outlines your duties in the event of an accident, occurrence, claim or suit.

Extended Reporting Period:

Should you choose to non-renew the policy, you must purchase an Extended Reporting Period (ERP) endorsement to avoid a gap in coverage. The endorsement is available for an additional premium charge. You must notify our office of your intent to purchase the ERP before the termination of the policy. An ERP endorsement will not go into effect until the additional premium charge is paid in full.



Premium Summary

Coverage	NAEMSP Member Premium
EMS Medical Director Professional	\$3,600.00
State Surplus Lines Tax & Fee	\$39.60
EMS Broker Fee	\$360.00
Total Estimated Annual Premium	\$ 3,999.60

Payment Options

- Full Payment; EFT, Wire Transfer or Premium Financing options are available.
- 25% Minimum Earned Premium

Binding Requirements

- Signed and Dated Renewal Summary (attached here)
- Signed NFP Disclosure and Non-Admitted Carrier Notification (attached here)
- If unable to bind within thirty (30) days, carrier will require written statement of "No Known Claims".

**Emergency Medical Services – Medical Directors
Information Needed to Renew Your EMS Policy**

- Copy of this signed and dated Statement.
- Payment in full or down payment along with a signed and dated Premium Finance Agreement

Policyholder: Daniel T. Wing, MDPolicy Number: EMD1755361P2 Renewal Date: 6/10/2021

1. Is the Applicant a member of the National Association of EMS Physicians (NAEMSP)? Yes No
2. Check here if there are no changes from prior year policy. If checked, go to question 4.
3. Check here if there are any changes and give detailed description below:
- | | Yes | / | No |
|---------------------------------------|--------------------------|---|--------------------------|
| a. Contracts, additions or deletions. | <input type="checkbox"/> | | <input type="checkbox"/> |
| b. Address, phone number(s), email. | <input type="checkbox"/> | | <input type="checkbox"/> |
| c. Employment status. | <input type="checkbox"/> | | <input type="checkbox"/> |

4. My signature below confirms that:
- I have **no** known losses or claims that have not been reported to my prior insurance carrier or any other source from which payment might be made;
 - I have **no** knowledge of facts or circumstances that relate to a wrongful act(s) arising from professional services which could reasonably result in a claim, that has not been reported to a prior insurance carrier;
 - I have **no** knowledge of any request for medical records by a patient or his/her attorney which might result in a claim;
 - I have **no** knowledge or information relating to service or services on a Board which might result in a claim; and
 - I have **no** knowledge of any prior professional liability carrier refusing coverage for, or declining to accept a report of a wrongful act, threat of claim, letter of intent, adverse result notice, or attorney contact.
 - I am a licensed physician in good standing.

Please contact NFP immediately at the address and phone number shown if there are any changes so we may update your renewal information.

The terms and conditions of this coverage have been fully explained to me. I understand the terms, conditions and limitations of coverage and request that coverage be bound effective 6/10/2021.

Signature: _____ Date: _____

Phone: _____

- I certify that by checking this box, all the information stated above is correct and true to the best of my knowledge. By Checking this box, it will also serve as my signature.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER OR CLAIMANT WITH INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

NOTICE TO NEW MEXICO, PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETOCOMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO APPLICANTS OF KENTUCKY: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

NOTICE TO APPLICANTS OF OKLAHOMA: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUDS OR DECEIVES ANY INSURER OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, IS GUILTY OF A FELONY AND IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO MAINE, MASSACHUSETTS, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO APPLICANTS OF FLORIDA: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE DEFRAUD OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

NOTICE ALABAMA, ARKANSAS, DISTRICT OF COLUMBIA, LOUISIANA, AND RHODE ISLAND APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENT A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENT FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MARYLAND APPLICANTS: ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO OREGON APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO MAY BE COMMITTING A FRAUDULENT INSURANCE ACT, WHICH MAY BE A CRIME AND MAY SUBJECT THE PERSON TO PENALTIES.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

Disclosures and Disclaimers

MEXICO DISCLOSURE: Unless specifically stated within this proposal, coverage for any policy proposed does not extend coverage to Mexico. This includes, but is not limited to, Property, General Liability, Automobile, Umbrella, Workers' Compensation or Inland Marine. If you plan to travel, personally or on business, or conduct business in Mexico, please contact your agent to secure coverage.

DIRECT BILL PREMIUM DISCLAIMER: The Insurance Company operates independently for the financing of your insurance premium. Your agreement to finance this premium is directly with the insurance company and not NFP Property and Casualty Services, Inc. If payment is not received by the due date, the insurance company could cancel your insurance policy(s) for non-payment of premium. The insurance company has the right to honor the cancellation date and **NOT** offer reinstatement or rewrite the insurance coverage. We are not in a position to make monthly reminders or verify that your payment was received. Please take the necessary action to avoid possible cancellation of your insurance policy(s) which you are paying directly to the insurance company.

SURPLUS LINES DISCLAIMER: Insurance is issued pursuant to the Surplus Lines Laws. Persons insured by Surplus Lines Carriers do not have the protection of the Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer. Surplus Lines policies that are subject to audit provide for additional premium charges, but may not allow for return premium.

COMPENSATION DISCLOSURE: As a licensed insurance producer, NFP Property Casualty Services, Inc. is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverage for our clients. In addition to the commissions or fees received by us for assistance with the placement, servicing or renewal of your insurance coverage, other parties, such as a wholesale broker, reinsurance intermediary, underwriting manager or similar parties may also receive compensation for their role in providing insurance products or services to you. It is also possible that we may receive contingent payments or allowances from insurers based on factors not related specifically to an individual client. These factors may include the size and/or performance of an overall book of business produced with an insurer. We generally do not know if a particular insurer will make such a contingent payment or the amount of any such contingent payments until the underwriting year is closed.

PREMIUM FINANCING DISCLOSURE: You may request financing from a premium finance company to pay the premiums for insurance placed on your behalf by NFP Property and Casualty Services, Inc. Premium finance companies which NFP Property and Casualty Services, Inc. recommends, will generally be either affiliates or pay compensation to NFP Property and Casualty Services, Inc.

REVIEWING CLIENT CONTRACTS DISCLAIMER: As a service to our clients, upon their request, NFP Property and Casualty, Inc. will review those portions of your contract regarding the insurance and indemnity requirements as they relate to your insurance program and provide comments and/or recommendations based upon such review. This service should not be taken as legal advice and it does not replace the need for review by the insured's own legal counsel.

Daniel T. Wing, MD has reviewed and acknowledged the above.

By: _____

Date: _____



A.M. Best Non-Admitted Carrier Notification

Your insurance coverage has been placed with Nautilus Insurance Company, which is a not admitted carrier. The Insurance Code permits placement of coverage with such non-admitted or surplus lines companies, as long as it is in accordance with the conditions set forth in the insurance code for that state.

Non-admitted companies are not covered by the State's Guaranty Fund, which covers certain losses due to insolvency of insurance companies licensed to do business in our state. You will lose the ability to collect from the Fund in the event the company is declared bankrupt. Any claims that are outstanding on the date of the insolvency would be your responsibility to pay.

Although many non-admitted companies are financially stable, we must advise you that the possibility exists that your insurance may be uncollectable in the event of a loss. In order to proceed with placement of coverage, we require you sign and date below. By signing, you acknowledge that you have read this letter. If we do not hear from you within 10 days, we will assume that you do not request any changes in your coverage.

Daniel T. Wing, MD has reviewed and acknowledged the above.

By: _____ Date: _____

Privacy Statement

Our Privacy Promise to You

NFP Property and Casualty, Inc. provide this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the "protected information") that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at NFP are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

What types of information will we be collecting?

NFP collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will be collected protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information;
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased;
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services;
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called "cookies."

What will we do with your protected information?

The information NFP gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. NFP does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all of the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

Our Security Procedures

At NFP, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all of your protected information.

Our Legal Use of Information

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

Your Right to Review Your Records

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.

Insurance Carrier Ratings

As a service to our clients, NFP is furnishing an assessment by a financial rating service of the insurance companies included in our proposal. We are including the legends used by this service.

All ratings are subject to periodic review; therefore, it is important to obtain updated ratings from each service. Should you desire further information concerning the financial statements of any of the insurance companies being proposed, so that you can make your own assessment of the financial strength of the companies being offered, it is available from NFP at your request.

NFP has made no attempt to determine independently the financial capacity of the insurance companies that we are including in our proposal as we believe the nationally recognized services are better equipped to comment.

A. M. BEST RATINGS

A++ and A+	Superior	B and B-	Fair
A and A-	Excellent	C++, C+	Marginal
B++, B+	Very Good	C and C-	Weak
D	Poor	F	In Liquidation
E	Under Regulatory Supervision	S	Rating Suspended

FINANCIAL SIZE CATEGORY

(In \$ Thousands)

Class I	Less than	1,000
Class II	1,000 to	2,000
Class III	2,000 to	5,000
Class IV	5,000 to	10,000
Class V	10,000 to	25,000
Class VI	25,000 to	50,000
Class VII	50,000 to	100,000
Class VIII	100,000 to	250,000
Class IX	250,000 to	500,000
Class X	500,000 to	750,000
Class XI	750,000 to	1,000,000
Class XII	1,000,000 to	1,250,000
Class XIII	1,250,000 to	1,500,000
Class XIV	1,500,000 to	2,000,000
Class XV	2,000,000 to	Or greater

RATING "NOT ASSIGNED" CLASSIFICATIONS

NR-1 Insufficient Data	NR-2 Insufficient Size and/or Operating Experience
NR-3 Rating Procedure Inapplicable	NR-4 Company Request
NR-5 Not Formally Followed	

June 3, 2021

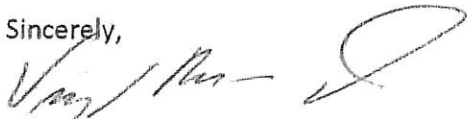
To: Honorable Mayor and City Council

I would like to formally announce my resignation as of June 30, 2021. I would like to thank the city for the privilege of managing the gas utility for 25 years.

The plan to have an overlap of gas supt. duties for 3 months has really helped to provide a smooth transition.

I would also like to take advantage of the early retirement program as approved by City Council Resolution #121619A on December 16, 2019.

Sincerely,



Virgil Penrod
Gas Supt.