

City of Tipton, Iowa

Meeting: Tipton City Council Meeting
Place: Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772
Date/Time: Monday, April 4, 2022, 5:30 p.m.
Web Page: www.tiptoniowa.org
Posted: Friday, April 1, 2022 (Front door of City Hall & City Website)

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

<https://meet.goto.com/233283469>

You can also dial in using your phone.

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(571\) 317-3129](tel:+15713173129)

Access Code: 233-283-469

Mayor: Bryan Carney

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

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

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

F. Consent Agenda

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

1. Approval – Council Meeting Minutes, March 21, 2022
2. Approval – Library Minutes, February 28, 2022
3. Approval – Library Director’s Report, February 2022
4. Approval – Focus Up Foundation 5K Walk/Run, August 6, 2022
5. Approval – Tipton Booster Club 5K, June 18, 2022

6. Approval - Township Contracts for EMS and Fire Services for Cass Township, Center Township, Fairfield Township, Red Oak Township, Rochester Township, Springfield Township and Sugar Creek Township
7. Approval – Substitution of ¾ Pickup Purchase by Central Garage
8. Approval – Sale of Fireworks Equipment to Mechanicsville Fire Department
9. Approval - Tipton Revitalization Incentive Program (TRIP) Request, Dean Challis' Building located at 57 Spruce Street, \$7,500
10. Approval - Tipton Revitalization Incentive Program (TRIP) Request, Randy Amosson DBA: RPM Revival located at 38 Spruce Street, \$5,925
11. Approval - Tipton Revitalization Incentive Program (TRIP) Request, Randy Amosson DBA: RPM Revival located at 36 Spruce Street, \$6,838.45
12. Approval - Liquor License Renewal, VFW
13. Approval - Liquor License Renewal, Walmart
14. Approval – Claims Register which includes claims paid under current Purchase Policy

G. City Business

1. Discussion and possible action concerning solar project proposal by Lathan, Ervin, Vognsen & Associates (*Louie Ervin and Dave Vognsen will be at the meeting*)
2. Discussion and possible action concerning the replacement of the James Kennedy Family Aquatic Center's rooftop dehumidifiers with a new rooftop unit.
3. Discussion and possible action concerning the readiness of the City's pool to host swim meets (*Adam Spangler will lead the discussion*)
4. Discussion and possible action concerning tennis court resurfacing project (*Approved on FY 22-23 Park CIP*)
5. Discussion and possible action concerning proposals for pickleball courts located at the city park (*Approved on FY 22-23 Park CIP*)
6. Resolution No. 040422B: Resolution setting Monday, April 18, 2022, as the public hearing date regarding the proposed plans, specifications, form of contract, and estimated cost of the "North Avenue Reconstruction Project"
7. Resolution No. 040422C: Resolution approving the submittal of an application for a State of Iowa "Catalyst Grant" for the Rhino's Building Project at 524 Cedar Street
8. Resolution No. 040422A: Resolution approving the application for urban revitalization tax-exemption filed by Guillermo Pacheco for Mi Tierra Restaurant located at 413 Cedar Street, Tipton, Iowa
9. Discussion and possible action concerning an application for the next round of Congressionally direct grants "earmarks".

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

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

I. Adjournment

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

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

March 21, 2022
 Tipton Fire Station
 301 Lynn Street
 Tipton, Iowa

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

Agenda:

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

Consent Agenda:

Motion by Cummins, second by McNeill to approve the consent agenda which includes the March 7th Closed Session Council Meeting Minutes, March 7th Regular Council Meeting Minutes. February 2022 Investment and Treasurer's Report, sale of used public works pickup, and the following claims list. Following the roll call vote the motion passed unanimously.

ACCESS SYSTEMS LEASING	COPIER AGREEMENT	101.29
AFLAC	AFLAC AFTER TAX PY W/HOLDING	618.81
AT&T MOBILITY	WIRELESS	246.91
AUCA CHICAGO LOCKBOX	MATS	151.88
AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	1551.76
AXA EQUI-VEST PROCESSING O	DEF. COMP PRETAX	485.00
BAKER & TAYLOR	BOOKS	958.62
BARRON MOTOR SUPPLY	STOCK PARTS	49.72
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	190.71
BUSINESS RADIO SALES AND S	RADIO REPAIRS	88.19
CEDAR COUNTY CO-OP	1085 GL FUEL	32424.15
CEDAR COUNTY ENGINEER	14.3 GL DSL	1073.10
CEDAR COUNTY REPAIR INC	OPERATING SUPPLIES	97.29
CEDAR COUNTY SOLID WASTE	TRANSFER FEES	3716.00
CENTRAL PETROLEUM EQUIPMEN	TECH SERVICES	178.50
CINTAS	CLEANING SERVICES	309.27
CITY OF TIPTON FUNDS	ADMIN SERVICES	52549.64
CITY UTILITIES	CITY UTILITIES	1367.05
CJ COOPER & ASSOCIATES INC	PRE EMPLOYMENT N ACHENBACH	10.00
CLARENCE LOWDEN SUN-NEWS &	POOL SCHEDULE	164.70
COLLECTION SERVICES CENTER	CHILD SUPPORT	96.73
D & R PEST CONTROL	PEST CONTROL	55.00
DIAMOND VOGEL PAINT CENTER	WELL HOUSE PAINTING	239.66
DON LAMP	LAMP CLOSING ON REAL ESTATE	124621.88
EASTERN IOWA LIGHT & POWER	UTILITIES	1061.09
FLETCHER-REINHARDT CO.	SMALL TOOLS	57.36
GIERKE ROBINSON COMPANY IN	OPERATING SUPPLIES	236.00
GRASSHOPPER LAWN CARE DBA	CONTRACT PAY 02/16-03/15	2600.00

GRAYBILL COMMUNICATIONS	STOCK PARTS	483.30
HAWKINS INC	CHEMICALS	1101.37
HI LINE INC	SMALL TOOLS	160.50
I.R.S.	FEDERAL WITHHOLDING	19757.22
IMFOA	SPRING CONFERENCE	225.00
IOWA ASSOCIATION OF	TRAINING	2400.00
IPERS	IPERS WITHHOLDING, FIRE	13074.78
JOHN DEERE FINANCIAL	MISC SUPPLIES	587.04
JOHNSON COUNTY AMBULANCE S	ALS INTERCEPT	400.00
KIECK'S CAREER APPAREL AND	GLOVES	31.00
KILBURG EQUIPMENT LLC	REPAIR PARTS #35	161.77
KIRKWOOD COMMUNITY COLLEGE	TRAINING	161.00
KLOCKE'S EMERGENCY VEHICLE	REPAIR PARTS #66	105.32
KRAUS PLUMBING & HEATING L	BLOWER REPAIRS	215.00
LINDA BECK	MILEAGE REIMBURSEMENT	125.86
LIQUIDSPRING LLC	REPAIR PARTS #66	369.68
LYNCH DALLAS PC	LEGAL SERVICES	3674.30
MC CLURE ENGINEERING COMPA	WWTP IMPROVEMENTS	4295.00
MUNICIPAL SUPPLY INC	WATER MAIN SUPPLIES	5150.40
NILES CHIROPRACTIC	PRE EMPLOY SCREEN N	
OFFICE EXPRESS	ACHENBACH	25.00
OFFICE MACHINE CONSULTANTS	OFFICE SUPPLIES	71.25
ORIGIN DESIGN	MANAGEMENT SERVICES	2985.00
PENNY JACOBI	CEDAR STREET IMPROVEMENTS	13255.00
POWER LINE SUPPLY	LIFEGUARD CERTIFICATION CLASS	205.00
PREMIER PARTS INC	STREET LIGHT SUPPLIES	793.08
PRINCIPAL	REPAIR PARTS AND SUPPLIES	1292.77
QC ANALYTICAL SERVICES LLC	PRINCIPAL DENTAL POLICY	1704.04
RAPIDS REPRODUCTIONS INC	WASTEWATER TESTING	3716.75
REPUBLIC SERVICES OF IOWA	HWY 38 DRAWINGS	2961.31
ROBERTS STEVENS & PRENDERG	RECYCLING SORT FEES	310.56
SCHUMACHER ELEVATOR COMPAN	LEGAL SERVICES	300.00
SPAHN & ROSE LUMBER CO	MONTHLY MAINTENANCE	246.10
STATE HYGIENIC LABORATORY	BLDG MAINT SUPPLIES	420.69
STOREY KENWORTHY/MATT PARR	TESTING FEES	67.50
STORM STEEL	PINK DOOR HANGERS	435.86
SWICK CABLE CONTRACTOR'S I	STEEL FOR RACK	90.97
THOMPSON TRUCK & TRAILER	DIRECTIONAL BORE LIBRARY AREA	24978.00
TIPTON CONSERVATIVE	STOCK PARTS	156.00
TIPTON GREENHOUSE & FLORIS	MAX LEVY,MINUTES,ORD,FAC	929.60
TIPTON LOCKER	MISC SUPPLIES	130.00
TIPTON PHARMACY	OPERATING SUPPLIES	32.00
	PHARMACEUTICALS	409.44

TREASURER, STATE OF IOWA	STATE WITHHOLDING	3012.00
TRUCK COUNTRY OF CEDAR RAP	REPAIR PARTS #35	350.50
ULINE	OPERATING SUPPLIES	71.50
USA BLUE BOOK	DRUM PUMP KIT	577.13
VERIZON	CELL & DATA SERVICE	1683.13
WENDLING QUARRIES INC	17.56 TN ROAD STONE	198.04
WINDSTREAM	MONTHLY SERVICES	83.10
WOODRUFF CONSTRUCTION LLC	PAY APP NO 17	35000.00
** TOTAL **		374270.17
FUND TOTALS		
001 GENERAL GOVERNMENT		37310.37
110 ROAD USE TAX FUND		1486.83
303 WASTEWATER PROJECT		38745.00
317 HWY 38 PROJCT		16216.31
600 WATER OPERATING		12665.34
610 WASTEWATER/AKA SEWER REV		8588.02
630 ELECTRIC OPERATING		67944.56
640 GAS OPERATING		8183.97
660 AIRPORT OPERATING		125595.04
670 GARBAGE COLLECTION		10664.19
740 STORM WATER		489.14
810 CENTRAL GARAGE		16354.61
835 ADMINISTRATIVE SERVICES		6585.48
860 PAYROLL ACCOUNT		23441.31
GRAND TOTAL		374270.17

Public Hearing:

1. Public hearing for the purpose of soliciting written and oral comments on the City's proposed Fiscal Year 2022-2023 Budget

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

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

City Business:

1. Amend City's Business Enterprise Ordinance

Motion by McNeill, second by Cummins to take this item off the table. Following the roll call vote the motion passed unanimously.

Motion by McNeill, second by Cummins to deny amending the City's Business Enterprise Ordinance. The motion passed with the following roll call vote:

Aye: McNeill, Cummins, Paustian

Nay: Helm, Hembry

2. Fireworks Proposal from J & M Displays

Motion by Helm, second by Cummins to approve the \$14,000 proposal from J & M Displays for the fireworks. The motion passed with the following roll call vote:

Aye: Cummins, Paustian, Hembry, Helm

Nay: McNeill

3. Resolution No. 032122A: Resolution approving the City of Tipton Fiscal Year 2022-2023 Annual Budget Motion by Paustian, second by Cummins to approve Resolution No. 032122A, the resolution approving the City of Tipton Fiscal Year 2022-2023 Annual Budget. The motion passed with the following roll call vote:

Aye: Cummins, Paustian, Helm, McNeill

Nay: Hembry

4. Resolution No. 032122B: Resolution rejecting bids for the Hwy 38/Cedar Street Project, Phase 2 (AKA "PCC Pavement – Grade and Replace Hwy 38/Cedar Street Improvements) Motion by Cummins, second by Paustian to approve Resolution No. 032122B, the resolution rejecting bids for the Hwy 38/Cedar Street Project, Phase 2 (AKA "PCC Pavement – Grade and Replace Hwy 38/Cedar Street Improvements). Following the roll call vote the motion passed unanimously.

5. Terms for City audit services.

Motion by McNeill, second by Cummins to approve the 5-year term with Clifton Larson and Allen for City audit services. Following the roll call vote the motion passed unanimously.

6. One-year extension of cemetery mowing contract.

Motion by Paustian, second by Cummins to approve a one-year extension of the cemetery mowing contract with Grasshopper Lawn Care. Following the roll call vote the motion passed unanimously.

7. Water Tower Cleaning Contract

Motion by Paustian, second by McNeill to approve the water tower cleaning contract with Water Tower Clean and Coat, in the amount of \$12,200. Following the roll call vote the motion passed unanimously.

Adjourn:

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

Meeting adjourned at 6:20 p.m.

Mayor_____

Attest:_____

City Clerk

Tipton Library

Board of Trustees Meeting

February 28th, 2022, at 6:30 p.m.

Meeting was called to order by Dale Jedlicka at 6:28.

Members present- Sherry H., Jim M., Holly K., Jillian P., Dale J., and Denise S.

Approval of Agenda; Jim moved to accept; Jillian 2nd; motion passed.

Approval of last meeting minutes- Holly moved to accept, Jim 2nd; motion passed.

Director's Report- Cedar County Library Association Meeting will be held 3/21 @ 7:00 at the library. T&M will be making the T-shirts for the summer reading program.

Education- Reviewed and Discussed Library Law and Legal Matters.

Financial Report- Jill moved to accept; Sherry 2nd; motion passed

Financial Committee- No report.

Personnel Committee- No report.

Maintenance committee- No report.

Friends of the Library- No report.

Old Business- None.

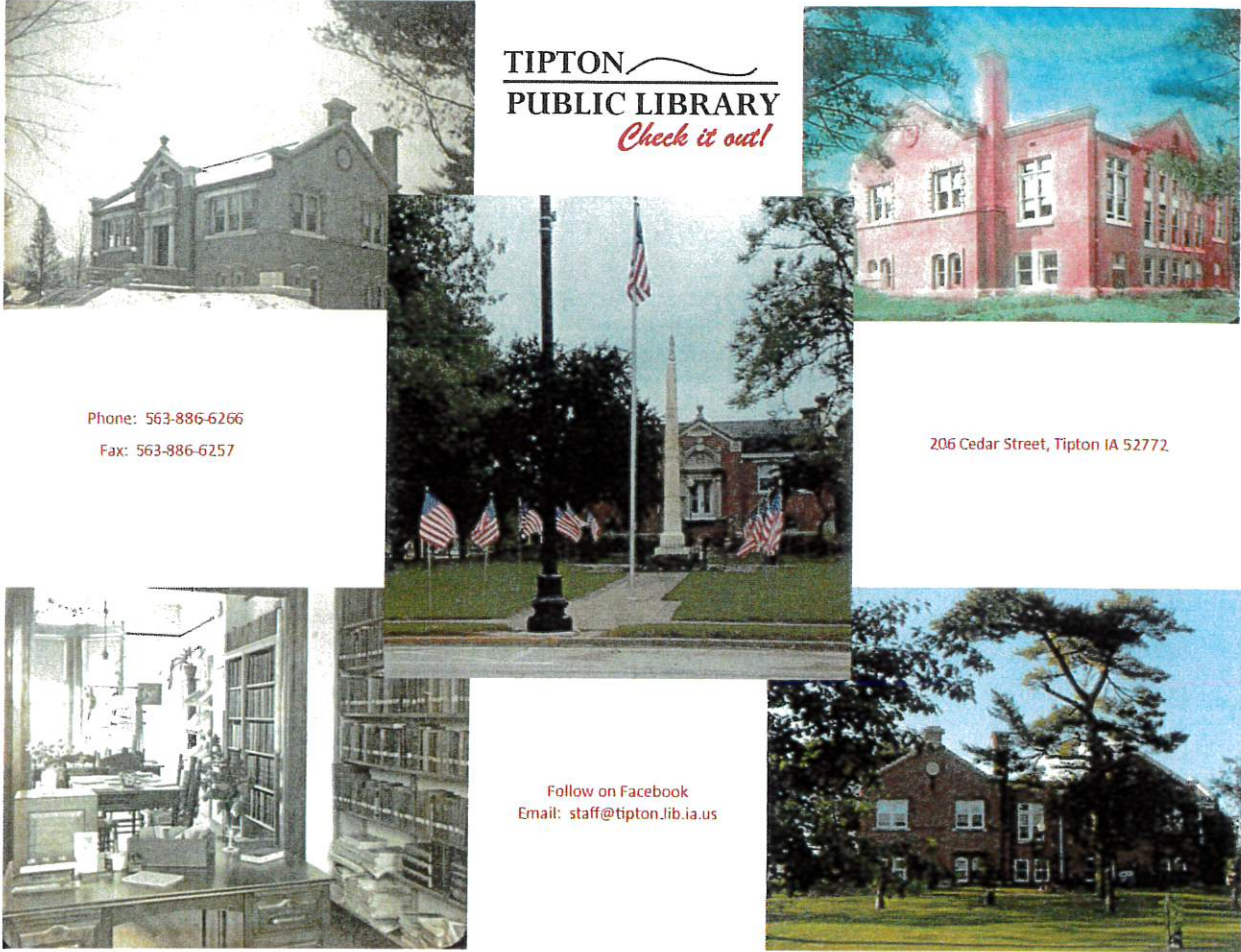
New Business- Reviewed and discussed Internet and Technology policy, Jim moved to accept; Holly 2nd; motion passed.

Next Meeting- March 21st, 2022, at 6:15

Motion to adjourn by Jim, Holly 2nd.

Meeting adjourned at 6:47.

February 2022 Director's Report



TIPTON
PUBLIC LIBRARY
Check it out!

Phone: 563-886-6266
Fax: 563-886-6257

206 Cedar Street, Tipton IA 52772

Follow on Facebook
Email: staff@tipton.lib.ia.us

Prepared by Denise Smith

Library Director

To

Library Board, Mayor, Council Members and City Manager

March 2022

Statistics

	Feb.	YTD
Total Circulation	896	8,829
Bridges Circ	367	2,744
Tipton Residents Circ.	494	5,159
Cedar County Residents Circ.	253	2,153
Computer Use	57	639
WiFi Usage	54	924
Attendance of Programs	18	101
Transactions for Copies made	57	567
Transactions for Faxes Sent	7	60
Transactions for Keurig Drinks	10	59
Transactions for Friends of Library	20	151
Door Count	1,577	12,844

Circulation

	Feb.	YTD
Adult	331	2,641
Teen	16	286
Children	345	4,121
DVDs	162	1,418
CDs	16	127
Magazines	1	45



MISSION STATEMENT

The Tipton Public Library will provide all the people of its community, a welcoming place where access to a balanced collection, technology, programming and other resources will serve their educational, cultural and recreational needs.

LIBRARY STAFF

Denise Smith
Director
Tryeann Schultz
Library Assistant
Amy Wallace
Library Assistant
Tanya Demmel
Library Assistant
Isaac Nelson
Library Assistant
Rachel Plate
Library Assistant
Marcie Jedlicka
Library Assistant Sub
John Barnum
Custodian

LIBRARY BOARD

Dale Jedlicka-President
Jim McCollough-Vice President
Sherry Hall
Matt McCall
Holly Kerns-Secretary
Jillian Paustian
Amanda Fonteyne



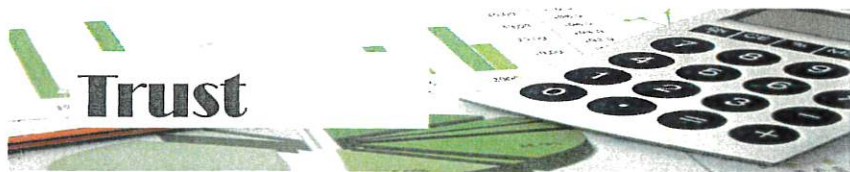
Revenues

	Feb.	YTD
Grants	\$0	\$0
Rural Funding	\$0	\$11,510.92
Fines and Fees	\$2.10	\$188.94
Donations	\$74.50	\$4,378.93
Enrich Iowa	\$0	\$0
Reimbursements	\$1.00	\$4.00
Refunds	\$0	\$0
Miscellaneous	\$85.40	\$1,599.50
Utilities	\$440.29	\$3,522.35
Total Revenues	\$602.29	\$21,204.64



Expenses

	Feb.	YTD
Staff	\$7,269.70	\$66,961.76
Staff Benefits	\$1,083.58	\$9,792.61
Materials	\$1,263.97	\$13,400.65
B. Maintenance	\$0	\$1,323.40
G. Maintenance	\$0	\$62.81
Technology	\$106.99	\$1,766.05
Programming	\$7.16	\$427.46
Miscellaneous	\$3,079.02	\$35,034.42
Software	\$79.18	\$1,438.18
CIP	\$0	\$0
Total Expenses	\$12,810.42	\$130,207.34



Trust

Trust Fund Revenue- \$43.08

Trust Fund Balance- \$13,507.68

Request To Be Placed on the Council Agenda

Name: Focus Up Foundation (Ariel Zaruba)
Address: PO Box 65442 Des Moines IA, 50311
Phone: 563-889-0073
Email address: Focusuponmentalhealth@gmail.com

Reason for request, please be specific:

Event Name: Focus Up on Mental Health & Suicide Awareness

Goal: To raise awareness on mental health, fight stigma and encourage understanding.

Hosted by: Focus Up Foundation (501c3)

What: 5K, 1 Mile Walk/Run & 100M kids dash

Where: Tipton, Iowa City Park

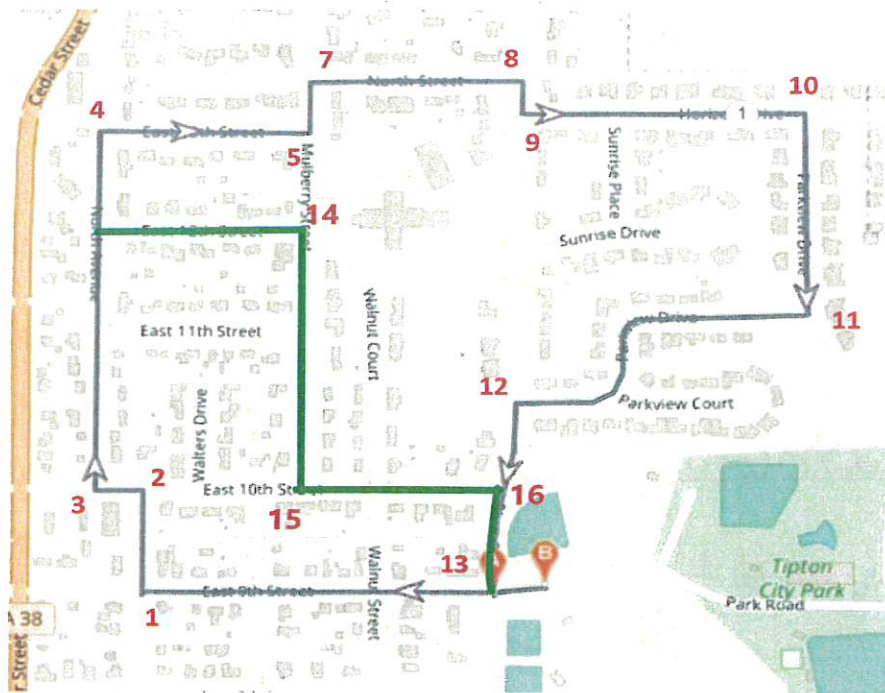
Why: To raise awareness on mental health. In loving memory of Austin "AJ" Zaruba (Tipton graduate) who took his own life on February 23rd, 2018.

When: Saturday August 6th, 2022

Time: Check-in/registration 7:00am. Start time: 8:00am (giving runners until 12:00pm to complete the course)

Packet pickup: Friday August 5th 5pm-7:00pm *Lower shelter will be rented at the park (4:00 pm-7:00 pm).

This road race event has been designed to bring awareness to the many mental health issues that people deal with every day. Runners and walkers throughout the community can join together to support our efforts in increasing mental health awareness, fight stigmas and encourage understanding by providing resources and support.



*Participants will be starting on the track, running the blue course twice for the 5k and once on the blue/green course, and end back on the track.

*Permission pending to use the track for August 6th from 7am-12pm via email communication from Michele Gipson and Matt Nerem. We have been informed of possible construction of the track during this time.

Date of Council Meeting: April 4th, 2022

Today's date and time: March 23, 2022 9:30 am

Signature: Ariel
Zaruba

Request To Be Placed on the Council Agenda

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

Name: Jill EngelsAddress: 1012 E Seventh StPhone: 319 310 2986Email address: jill.engels@tipton.k12.ia.us

Reason for request, please be specific.

I am requesting approval to conduct a 5K run sponsored by the Tipton Booster Club on June 18th, 2022. The route will begin at the Cedar County Fairgrounds and utilize Orange, 1st, Lynn, and 8th Streets. There should be very little need for police assistance, however, I have given Lisa DuFour a copy of the map. Thank you for considering our fundraising event.

Date of Council Meeting: Monday April 4, 2022Today's date and time: March 29, 2022Signature: Jill Engels

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE: April 4, 2022

AGENDA ITEM: 2022-2023 Township Contracts for EMS and Fire

ACTION: Motion

SYNOPSIS: The fire department and ambulance service contract with surrounding townships to provide emergency services on an annual basis. The following agreements have been received from Cass, Center, Fairfield, Red Oak, Rochester, Springfield and Sugar Creek for the purpose of contracting for fire and EMS services and require the council's approval prior to beginning July 1, 2022.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Ambulance/Fire

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Township Agreements

PREPARED BY: Amy Lenz

DATE PREPARED: 03/23/2022

CITY OF TIPTON - CASS TOWNSHIP 2022-2023 FIRE PROTECTION AGREEMENT

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

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

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

IT IS, THEREFORE, AGREED AS FOLLOWS:

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

2. **DURATION OF AGREEMENT.** This Agreement shall be effective from July 1, 2022 to June 30, 2023, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties.

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

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

5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2023, the sum of \$11466.65 which shall be for the period commencing on the July 1, 2022 and running to June 30, 2023.

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

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

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

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

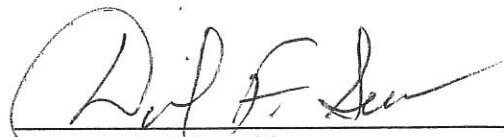
B. Workmen's Compensation: Including employer's liability in accordance with the Workmen's Compensation Laws of the State of Iowa.


THIS Agreement made and entered into the 10th day of March, 2022, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON

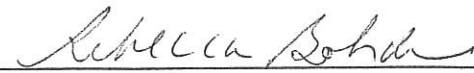
MAYOR

ATTEST


TRUSTEE/CLERK


TRUSTEE/CLERK

Steve Agre (by Rebecca Bohde with permission)
TRUSTEE/CLERK


TRUSTEE/CLERK

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

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

Recitals

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

Agreement

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

- 1. **Township Contribution.** The Township agrees to pay the City the sum of \$ 1134.07 payable over the fiscal year July 1st-June 30th. The City shall invoice the township half the total dollar amount on July 1, 2022 and January 1, 2023. The Township’s existing administrative apparatus and general budgets shall support the funding of this Agreement.
- 2. **Fee Schedule.** In addition, the City shall charge the rates set forth by the Tipton City Council.
- 3. **Response Area.** The City shall provide emergency ambulance service to the assigned response area, as shown on the attached Exhibit A, incorporated by this reference, 24 hours per day, 7 days per week, 365 days per year, within a reasonable response time.

4. **Staffing.** The City shall provide on each ambulance run at least one (1) ambulance attendant, who shall be certified by the State of Iowa, as an Emergency Medical Technician (“EMT”), or possess higher level of training; and one (1) duly certified driver.
5. **Information.** The City agrees to provide to the Township, at any regular meeting of the Township Trustees, any information with respect to the income, expenses, finances, or operations of Tipton Ambulance, as may from time-to-time be requested by the Township, upon reasonable notice, and further agrees to provide a representative of Tipton Ambulance to attend any such meeting to answer related questions.
6. **Administration, Equipment, and Supplies.** It shall be the sole responsibility of the City to: develop and implement fee schedules for services; and to provide dispatching services, an emergency medical services medical director, staffing, staff uniforms, staff continuing education, response vehicle fleet, vehicle maintenance, fuel, medical equipment, medical equipment maintenance, medical supplies, billing services, accounting services, and all required insurance coverage, sufficient to satisfy any applicable State or Federal requirements.
7. **Term of Agreement.** This Agreement shall take effect July 1, 2022 (the “Annual Start Date”), and shall remain in effect from year to year unless terminated by written notice from either the City or the Township to the other not less than ninety (90) days prior to the Annual Start Date.
8. **Renegotiation; Termination.** By providing not less than ninety (90) days’ written notice prior to the Annual Start Date, either the City or the Township may inform the other of its intent to renegotiate the terms of the Agreement for the following year or, failing successful renegotiation, to terminate this Agreement as of the Annual Start Date, as provided in the preceding paragraph.

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

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

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

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

Rebecca Bohler
1047 Grant Avenue
Tipton, IA 52772

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

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

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

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

CITY OF TIPTON, IOWA

By: _____
 Brian Carney, Mayor

Attested by:

 City Clerk

CASS TOWNSHIP, IOWA

By: Walt Fisher
 Trustee/ Clerk

By: Larry L. Glick
 Trustee/ Clerk

By: Steve Agre (by Rebecca Bohde with permission)
 Trustee/ Clerk

By: Rebecca Bohde
 Trustee/ Clerk

 Date

3-10-2022
 Date

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

CITY OF TIPTON - CENTER TOWNSHIP 2022-2023 FIRE PROTECTION AGREEMENT

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

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

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

IT IS, THEREFORE, AGREED AS FOLLOWS:

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

2. **DURATION OF AGREEMENT.** This Agreement shall be effective from July 1, 2022 to June 30, 2023, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties.

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

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

5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2023, the sum of \$51095.36 which shall be for the period commencing on the July 1, 2022 and running to June 30, 2023.

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

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

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

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

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

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

CITY OF TIPTON

MAYOR

Robert Langley
TRUSTEE/CLERK

ATTEST

John A. Schutt
TRUSTEE/CLERK

William P. Schurtzen
TRUSTEE/CLERK

Dwain Ford
TRUSTEE/CLERK

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

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

Recitals

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

Agreement

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

- 1. **Township Contribution.** The Township agrees to pay the City the sum of \$ 5053.39 payable over the fiscal year July 1st-June 30th. The City shall invoice the township half the total dollar amount on July 1, 2022 and January 1, 2023. The Township’s existing administrative apparatus and general budgets shall support the funding of this Agreement.
- 2. **Fee Schedule.** In addition, the City shall charge the rates set forth by the Tipton City Council.
- 3. **Response Area.** The City shall provide emergency ambulance service to the assigned response area, as shown on the attached Exhibit A, incorporated by this reference, 24 hours per day, 7 days per week, 365 days per year, within a reasonable response time.

4. **Staffing.** The City shall provide on each ambulance run at least one (1) ambulance attendant, who shall be certified by the State of Iowa, as an Emergency Medical Technician (“EMT”), or possess higher level of training; and one (1) duly certified driver.
5. **Information.** The City agrees to provide to the Township, at any regular meeting of the Township Trustees, any information with respect to the income, expenses, finances, or operations of Tipton Ambulance, as may from time-to-time be requested by the Township, upon reasonable notice, and further agrees to provide a representative of Tipton Ambulance to attend any such meeting to answer related questions.
6. **Administration, Equipment, and Supplies.** It shall be the sole responsibility of the City to: develop and implement fee schedules for services; and to provide dispatching services, an emergency medical services medical director, staffing, staff uniforms, staff continuing education, response vehicle fleet, vehicle maintenance, fuel, medical equipment, medical equipment maintenance, medical supplies, billing services, accounting services, and all required insurance coverage, sufficient to satisfy any applicable State or Federal requirements.
7. **Term of Agreement.** This Agreement shall take effect July 1, 2022 (the “Annual Start Date”), and shall remain in effect from year to year unless terminated by written notice from either the City or the Township to the other not less than ninety (90) days prior to the Annual Start Date.
8. **Renegotiation; Termination.** By providing not less than ninety (90) days’ written notice prior to the Annual Start Date, either the City or the Township may inform the other of its intent to renegotiate the terms of the Agreement for the following year or, failing successful renegotiation, to terminate this Agreement as of the Annual Start Date, as provided in the preceding paragraph.

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

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

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

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

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

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

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

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

CITY OF TIPTON, IOWA

By: _____
 Brian Carney, Mayor

Attested by:

 City Clerk

CENTER TOWNSHIP, IOWA

By: Dwain Ford
 Trustee/ Clerk

By: Robert Langley
 Trustee/ Clerk

By: John A. Schutt
 Trustee/ Clerk

By: William J. Schmitz
 Trustee/ Clerk

 Date

 3-09-22
 Date

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

CITY OF TIPTON - FAIRFIELD TOWNSHIP 2022-2023 FIRE PROTECTION AGREEMENT

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

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

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

IT IS, THEREFORE, AGREED AS FOLLOWS:

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

2. **DURATION OF AGREEMENT.** This Agreement shall be effective from July 1, 2022 to June 30, 2023, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties.

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

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

5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2023, the sum of \$8662.90 which shall be for the period commencing on the July 1, 2022 and running to June 30, 2023.

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

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

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

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

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

THIS Agreement made and entered into the 16 day of Feb, 2022, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON

MAYOR

Kevin L. Wright

TRUSTEE/CLERK

ATTEST

Gary A. Dearberg

TRUSTEE/CLERK

Gregory Kelley

TRUSTEE/CLERK

James C. Stoddard

TRUSTEE/CLERK

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

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

Recitals

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

Agreement

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

- 1. **Township Contribution.** The Township agrees to pay the City the sum of \$ 856.77 payable over the fiscal year July 1st-June 30th. The City shall invoice the township half the total dollar amount on July 1, 2022 and January 1, 2023. The Township’s existing administrative apparatus and general budgets shall support the funding of this Agreement.
- 2. **Fee Schedule.** In addition, the City shall charge the rates set forth by the Tipton City Council.
- 3. **Response Area.** The City shall provide emergency ambulance service to the assigned response area, as shown on the attached Exhibit A, incorporated by this reference, 24 hours per day, 7 days per week, 365 days per year, within a reasonable response time.

4. **Staffing.** The City shall provide on each ambulance run at least one (1) ambulance attendant, who shall be certified by the State of Iowa, as an Emergency Medical Technician (“EMT”), or possess higher level of training; and one (1) duly certified driver.
5. **Information.** The City agrees to provide to the Township, at any regular meeting of the Township Trustees, any information with respect to the income, expenses, finances, or operations of Tipton Ambulance, as may from time-to-time be requested by the Township, upon reasonable notice, and further agrees to provide a representative of Tipton Ambulance to attend any such meeting to answer related questions.
6. **Administration, Equipment, and Supplies.** It shall be the sole responsibility of the City to: develop and implement fee schedules for services; and to provide dispatching services, an emergency medical services medical director, staffing, staff uniforms, staff continuing education, response vehicle fleet, vehicle maintenance, fuel, medical equipment, medical equipment maintenance, medical supplies, billing services, accounting services, and all required insurance coverage, sufficient to satisfy any applicable State or Federal requirements.
7. **Term of Agreement.** This Agreement shall take effect July 1, 2022 (the “Annual Start Date”), and shall remain in effect from year to year unless terminated by written notice from either the City or the Township to the other not less than ninety (90) days prior to the Annual Start Date.
8. **Renegotiation; Termination.** By providing not less than ninety (90) days’ written notice prior to the Annual Start Date, either the City or the Township may inform the other of its intent to renegotiate the terms of the Agreement for the following year or, failing successful renegotiation, to terminate this Agreement as of the Annual Start Date, as provided in the preceding paragraph.

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

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

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

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

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

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

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

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

CITY OF TIPTON, IOWA

By: _____
Brian Carney, Mayor

Attested by:

City Clerk

FAIRFIELD TOWNSHIP, IOWA

By: Gregg Kilbury
Trustee/ Clerk

By: Kevin L Wright
Trustee/ Clerk

By: August A. Osenberg
Trustee/ Clerk

By: Duane A. Stomel
Trustee/ Clerk

Date

2-16-22

Date

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

CITY OF TIPTON - RED OAK TOWNSHIP 2022-2023 FIRE PROTECTION AGREEMENT

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

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

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

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to provide fire protection for RED OAK TOWNSHIP or that portion thereof as set forth in the addendum attached to this Agreement, said protection to be provided by the Providing Agency.
2. **DURATION OF AGREEMENT.** This Agreement shall be effective from July 1, 2022 to June 30, 2023, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF PROVIDING AGENCY.** The Providing Agency shall in accordance with the terms and provision of the Agreement, provide fire protection to property as shall be sufficient for the Township to comply with the provisions of Section 359.42 of the 1995 Code of Iowa, as amended. Said duties shall include the providing of equipment and manpower for fire protection and responding to call and needs in the providing of said protection in the areas covered by this Agreement. (Map of covered property available per the Providing Agency.)
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the Providing Agency for the fire protection agreed to herein shall at all times be under the direction and control of the Chief of the Providing Agency or of the Officer in Charge.
5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2023, the sum of \$7283.57 which shall be for the period commencing on the July 1, 2022 and running to June 30, 2023.

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

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

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

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

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

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

CITY OF TIPTON

MAYOR

Paul Urnie
TRUSTEE/CLERK

ATTEST

Amel
TRUSTEE/CLERK

Michael
TRUSTEE/CLERK

Barbara J Haynes
TRUSTEE/CLERK

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

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

Recitals

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

Agreement

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

- 1. **Township Contribution.** The Township agrees to pay the City the sum of \$ 720.35 payable over the fiscal year July 1st-June 30th. The City shall invoice the township half the total dollar amount on July 1, 2022 and January 1, 2023. The Township’s existing administrative apparatus and general budgets shall support the funding of this Agreement.
- 2. **Fee Schedule.** In addition, the City shall charge the rates set forth by the Tipton City Council.
- 3. **Response Area.** The City shall provide emergency ambulance service to the assigned response area, as shown on the attached Exhibit A, incorporated by this reference, 24 hours per day, 7 days per week, 365 days per year, within a reasonable response time.

4. **Staffing.** The City shall provide on each ambulance run at least one (1) ambulance attendant, who shall be certified by the State of Iowa, as an Emergency Medical Technician (“EMT”), or possess higher level of training; and one (1) duly certified driver.
5. **Information.** The City agrees to provide to the Township, at any regular meeting of the Township Trustees, any information with respect to the income, expenses, finances, or operations of Tipton Ambulance, as may from time-to-time be requested by the Township, upon reasonable notice, and further agrees to provide a representative of Tipton Ambulance to attend any such meeting to answer related questions.
6. **Administration, Equipment, and Supplies.** It shall be the sole responsibility of the City to: develop and implement fee schedules for services; and to provide dispatching services, an emergency medical services medical director, staffing, staff uniforms, staff continuing education, response vehicle fleet, vehicle maintenance, fuel, medical equipment, medical equipment maintenance, medical supplies, billing services, accounting services, and all required insurance coverage, sufficient to satisfy any applicable State or Federal requirements.
7. **Term of Agreement.** This Agreement shall take effect July 1, 2022 (the “Annual Start Date”), and shall remain in effect from year to year unless terminated by written notice from either the City or the Township to the other not less than ninety (90) days prior to the Annual Start Date.
8. **Renegotiation; Termination.** By providing not less than ninety (90) days’ written notice prior to the Annual Start Date, either the City or the Township may inform the other of its intent to renegotiate the terms of the Agreement for the following year or, failing successful renegotiation, to terminate this Agreement as of the Annual Start Date, as provided in the preceding paragraph.

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

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

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

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

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

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

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

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

CITY OF TIPTON, IOWA

RED OAK TOWNSHIP, IOWA

By: _____
Brian Carney, Mayor

By: Paul Umsted
Trustee/ Clerk

Attested by:

City Clerk

By: [Signature]
Trustee/ Clerk

By: [Signature]
Trustee/ Clerk

By: Barbara J. Haynes
Trustee/ Clerk

Date

02/16/2022
Date

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

**CITY OF TIPTON - ROCHESTER TOWNSHIP
2022-2023 FIRE PROTECTION AGREEMENT**

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

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

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

IT IS, THEREFORE, AGREED AS FOLLOWS:

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

2. **DURATION OF AGREEMENT.** This Agreement shall be effective from July 1, 2022 to June 30, 2023, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties.

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

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

5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2023, the sum of \$21201.07 which shall be for the period commencing on the July 1, 2022 and running to June 30, 2023.

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

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

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


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

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

THIS Agreement made and entered into the 26 day of Feb, 2022, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.


CITY OF TIPTON

MAYOR



TRUSTEE/CLERK

ATTEST



TRUSTEE/CLERK



TRUSTEE/CLERK



TRUSTEE/CLERK

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

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

Recitals

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

Agreement

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

- 1. **Township Contribution.** The Township agrees to pay the City the sum of \$ 2096.81 payable over the fiscal year July 1st-June 30th. The City shall invoice the township half the total dollar amount on July 1, 2022 and January 1, 2023. The Township’s existing administrative apparatus and general budgets shall support the funding of this Agreement.
- 2. **Fee Schedule.** In addition, the City shall charge the rates set forth by the Tipton City Council.
- 3. **Response Area.** The City shall provide emergency ambulance service to the assigned response area, as shown on the attached Exhibit A, incorporated by this reference, 24 hours per day, 7 days per week, 365 days per year, within a reasonable response time.

4. **Staffing.** The City shall provide on each ambulance run at least one (1) ambulance attendant, who shall be certified by the State of Iowa, as an Emergency Medical Technician (“EMT”), or possess higher level of training; and one (1) duly certified driver.
5. **Information.** The City agrees to provide to the Township, at any regular meeting of the Township Trustees, any information with respect to the income, expenses, finances, or operations of Tipton Ambulance, as may from time-to-time be requested by the Township, upon reasonable notice, and further agrees to provide a representative of Tipton Ambulance to attend any such meeting to answer related questions.
6. **Administration, Equipment, and Supplies.** It shall be the sole responsibility of the City to: develop and implement fee schedules for services; and to provide dispatching services, an emergency medical services medical director, staffing, staff uniforms, staff continuing education, response vehicle fleet, vehicle maintenance, fuel, medical equipment, medical equipment maintenance, medical supplies, billing services, accounting services, and all required insurance coverage, sufficient to satisfy any applicable State or Federal requirements.
7. **Term of Agreement.** This Agreement shall take effect July 1, 2022 (the “Annual Start Date”), and shall remain in effect from year to year unless terminated by written notice from either the City or the Township to the other not less than ninety (90) days prior to the Annual Start Date.
8. **Renegotiation; Termination.** By providing not less than ninety (90) days’ written notice prior to the Annual Start Date, either the City or the Township may inform the other of its intent to renegotiate the terms of the Agreement for the following year or, failing successful renegotiation, to terminate this Agreement as of the Annual Start Date, as provided in the preceding paragraph.

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

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

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

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

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

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

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

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

CITY OF TIPTON, IOWA

By: _____
 Brian Carney, Mayor

Attested by:

 City Clerk

 Date

ROCHESTER TOWNSHIP, IOWA

By: _____
 Trustee/Clerk

By: _____
 Trustee/Clerk

By: *Rachelle Cromer*
 Trustee/Clerk

By: _____
 Trustee/Clerk

2-26-22

 Date

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

**CITY OF TIPTON - SPRINGFIELD TOWNSHIP
2022-2023 FIRE PROTECTION AGREEMENT**

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

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

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

IT IS, THEREFORE, AGREED AS FOLLOWS:

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

2. DURATION OF AGREEMENT. This Agreement shall be effective from July 1, 2022 to June 30, 2023, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties.

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

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

5. FINANCIAL PROVISION. The Township shall pay the Proving Agency on or before June 30, 2023, the sum of ~~\$517,91~~ which shall be for the period commencing on the July 1, 2022 and running to June 30, 2023. 225.00

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

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

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

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

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

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

CITY OF TIPTON

MAYOR

Robert K. ...
TRUSTEE/CLERK

ATTEST

Bill ...
TRUSTEE/CLERK

Pam Hartwig
TRUSTEE/CLERK

TRUSTEE/CLERK

**CITY OF TIPTON - SUGAR CREEK TOWNSHIP
2022-2023 FIRE PROTECTION AGREEMENT**

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

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

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

IT IS, THEREFORE, AGREED AS FOLLOWS:

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

2. **DURATION OF AGREEMENT.** This Agreement shall be effective from July 1, 2022 to June 30, 2023, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties.

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

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

5. **FINANCIAL PROVISION.** The Township shall pay the Proving Agency on or before June 30, 2023, the sum of \$2041.57 which shall be for the period commencing on the July 1, 2022 and running to June 30, 2023.

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

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

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

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

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

THIS Agreement made and entered into the 22 day of February, 2022, shall be recorded in accordance with the provisions of Chapter 28E of the 1995 Code of Iowa.

CITY OF TIPTON

MAYOR

Ann Kays (clerk)

TRUSTEE/CLERK

ATTEST

Ken Ueri

TRUSTEE/CLERK

Kevin Wells

TRUSTEE/CLERK

Michael Kufan

TRUSTEE/CLERK

Memo

To: City Council

From: Steve Nash, Public Works

cc: Brian Wagner, City Manager & Melissa Armstrong

Date: March 29, 2022

Re: Substitution of Pickup Purchase

As you may or may not remember, Public Works had scheduled the replacement of our two oldest pickups in the department. Our 2000 Chevy 1500 and 2003 Chevy 1500 were both to be replaced. These went through the Equipment Committee process last year. In June 2021 O'Rourke Motors successfully quoted prices for the replacement pickups. One was a ½ F150 and the other a ¾ ton F250. We received the ½ ton earlier this month after about a 9 month wait. The ¾ ton truck is still ordered, however it has been moved to next year's production line with no guarantees on delivery time or cost.

With that in mind, about a 6 weeks ago we were made aware of another ¾ ton pickup at Karl Chevrolet in Ankeny that became available. Another town cancelled their order, and we were contacted to see if we had any interest in a new "State Bid" 2-wheel drive ¾ ton unit. At the time we were still holding out for our order to be filled locally. When we found out last week that it had been moved to sometime next year our approach changed. Ironically, last week Karl Chevrolet was in town delivering parts for Police car builds and mentioned that they still had the 2-wheel drive pickup on the lot. The main reason for it still being available is the 2-wheel drive feature. We felt this was something that we would be able to work with, Additionally, we saved a little over \$4000 and were able to move an old unsafe pickup from the department.

The pickup we got is a 2022 Chevy 2500 Silverado with regular cab. It has 6.6 L gas engine. If there are any questions, either Klay or I would be happy to respond.

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	4/4/2022
AGENDA ITEM:	TRIP Program Request
ACTION:	Motion to approve, deny or table

SYNOPSIS:

Tipton Revitalization Incentive Program (TRIP) Request

Applicant: Dean Challis' Building located at 57 Spruce Street

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

Total amount of project: \$15,183.30 for a Commercial Grant

Amount suggested to approve by the Commission: \$7,500.00 to begin project. No payment until completion of project.

Project summary: Interior renovation

1. Replace overhead door

BUDGET ITEM: N/A currently

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Approve, deny or Table

ATTACHMENTS: Picture

PREPARED BY: Linda Beck

DATE PREPARED: 3/28/2022

TRIP Before Picture

Dean Challis
57 Spruce Street
Tipton, IA 52772



**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	4/4/2022
AGENDA ITEM:	TRIP Program Request
ACTION:	Motion to approve, deny or table

SYNOPSIS:

Tipton Revitalization Incentive Program (TRIP) Request

Applicant: Randy Amosson DBA: RPM Revival 38 Spruce Street

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

Total amount of project: \$11,850.00 for a Commercial Grant

Amount suggested to approve by the Commission: \$5,925.00 to begin project. No payment until completion of project.

Project summary:

1. Install concrete slabs at both entrances of main garage doors of building at 38 Spruce Street
2. Install concrete slabs at east side of building located at 38 Spruce Street

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

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Approve, deny or Table

ATTACHMENTS: Picture

PREPARED BY: Linda Beck

DATE PREPARED: 3/29/2022

Randy Amosson TRIP Before Pictures
38 Spruce Street



**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	4/4/2022
AGENDA ITEM:	TRIP Program Request
ACTION:	Motion to approve, deny or table

SYNOPSIS:

Tipton Revitalization Incentive Program (TRIP) Request

Applicant: Randy Amosson DBA: RPM Revival 36 Spruce Street

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

Total amount of project: \$13,676.89 for a Commercial Grant

Amount suggested to approve by the Commission: \$6,838.45 to begin project. If approved, Randy understands he can begin this project must wait until after January 2023 for reimbursement. Randy was reimbursed for another TRIP project at this building in January of 2022.

Project summary:

1. Remove front entryway
2. Pour concrete
3. Install medal roofing
4. Siding
5. Windows/doors

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

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

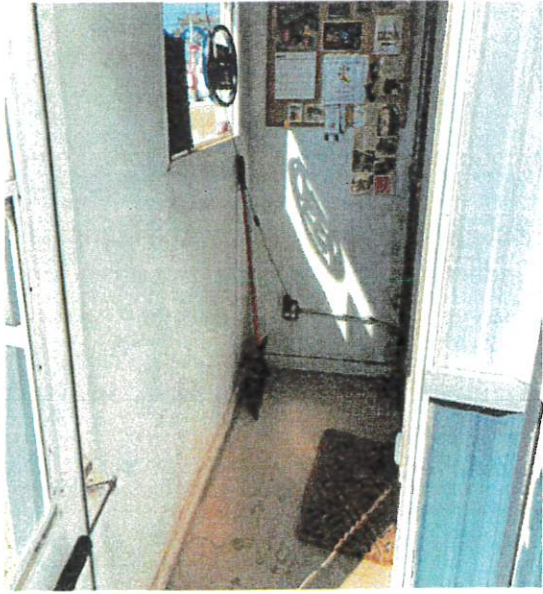
MAYOR/COUNCIL ACTION: Approve, deny or Table

ATTACHMENTS: Picture

PREPARED BY: Linda Beck

DATE PREPARED: 3/29/2022

RPM Revival Randy Amosson
36 Spruce Street
Before Pictures



AGENDA ITEM:

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	04/04/2022
AGENDA ITEM:	Selling of the rest of the firework equipment purchased with city funds to the Mechanicsville Fire Department.
ACTION:	Motion to Approve, Deny or Table

SYNOPSIS:

The fire department wishes to sell the rest of our firework equipment to the Mechanicsville Fire Department for \$1,000. Equipment that would be sold consists of 400+ 3" tubes, 4", and 5" steel tubes. We also have 15 boxes of electronic fuse that would go with the sale of the equipment.

PREPARED BY: Sean Paustian, Fire Chief

DATE PREPARED: 3/31/22

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
POLICE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	937.66	
			MEDICARE WITHOLDING	190.09	
			MEDICARE WITHOLDING	10.11	
			MEDICARE WITHOLDING	4.96	
			MEDICARE WITHOLDING	4.89	
			MEDICARE WITHOLDING	9.24	
			IPERS	IPERS WITHOLDING POLICE	1,461.08
			OFFICE EXPRESS	MISC SUPPLIES	53.11
			OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
			PRINCIPAL	GTL_VTL INSURANCE	23.40
			UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	70.84
			WATCHGUARD	OPERATING SUPPLIES	99.80
			BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	6,139.48
				TOTAL:	9,203.66
		FIRE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING
	MEDICARE WITHOLDING			13.23	
	IPERS			IPERS WITHOLDING, FIRE	58.40
	MIDWEST BREATHING AIR LLC			OPERATING SUPPLIES	815.43
	OFFICE MACHINE CONSULTANTS INC			MANAGEMENT SERVICES	199.00
				TOTAL:	1,142.51
AMBULANCE	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	198.62	
			MEDICARE WITHOLDING	29.53	
			MEDICARE WITHOLDING	16.92	
			AT&T MOBILITY	WIRELESS	246.91
			BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	5.07
				MEDICAL SUPPLIES	73.97
				MEDICAL SUPPLIES	7.45
			MISC. VENDOR LISA MOSIER	LISA MOSIER:EMS REIMBURSEM	28.16
			NAEMSP	NAEMSP:PHYSICIAN MEMBERSHI	450.00
			AEROSOLESS MEDICAL	AEROSOLESS MEDICAL:MASKS	696.46
			HAMILTON MEDICAL INC	VENTILATOR UPGRADES	15,851.03
				2 VENTILATORS	1,000.00
			HENRY SCHEIN MEDICAL	COVID TESTING SUPPLIES	2,222.94
			IPERS	IPERS WITHOLDING EMT	311.41
			KIRKWOOD COMMUNITY COLLEGE	TRAINING	178.00
			OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
			LINDE GAS & EQUIPMENT INC	OXYGEN	64.39
			PRINCIPAL	GTL_VTL INSURANCE	3.90
			UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	10.50
			WING PC	MEDICAL DIRECTOR	500.00
			CITY OF TIPTON FUNDS	TRANSFERS	1,388.33
			BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	983.25
				TOTAL:	24,465.84
STREET DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	190.37	
			MEDICARE WITHOLDING	32.20	
			MEDICARE WITHOLDING	0.86	
			MEDICARE WITHOLDING	0.79	
			MEDICARE WITHOLDING	6.64	
			MEDICARE WITHOLDING	4.04	
			CJ COOPER & ASSOCIATES INC	SPECIMEN	35.00
			CINTAS	UNIFORMS	46.60
				UNIFORMS	46.60
				UNIFORMS	46.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		IPERS	IPERS REGULAR EMPLOYEES	307.50
		PRINCIPAL	GTL_VTL INSURANCE	7.58
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	16.00
		WENDLING QUARRIES INC	7.86 TN GREEN CLEAN WASHED	80.17
		CITY OF TIPTON FUNDS	TRANSFERS	25,752.00
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>1,981.12</u>
			TOTAL:	28,554.07
CEMETERY	GENERAL GOVERNMENT	CEDAR COUNTY VFW POST 2537	FLAG	90.00
		ERIC STORJOHANN	3 BURIALS	<u>1,100.00</u>
			TOTAL:	1,190.00
GENERAL ADMINISTRATION	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	141.81
			MEDICARE WITHOLDING	32.40
			MEDICARE WITHOLDING	0.12
			MEDICARE WITHOLDING	0.12
			MEDICARE WITHOLDING	0.54
		CINTAS	UNIFORMS	11.66
			UNIFORMS	11.66
			UNIFORMS	11.66
		IPERS	IPERS REGULAR EMPLOYEES	224.30
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		PRINCIPAL	GTL_VTL INSURANCE	2.56
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	11.65
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>1,603.51</u>
			TOTAL:	2,250.99
LIBRARY	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	210.30
			MEDICARE WITHOLDING	25.39
			MEDICARE WITHOLDING	23.80
		BAKER & TAYLOR	BOOTS	191.97
			BOOKS	48.93
		IPERS	IPERS REGULAR EMPLOYEES	295.28
		OFFICE MACHINE CONSULTANTS INC	TECH SERVICE	31.25
			MANAGEMENT SERVICES	199.00
		PRINCIPAL	GTL_VTL INSURANCE	3.90
		STAPLES	OFFICE SUPPLIES	67.99
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	<u>8.80</u>
			TOTAL:	1,106.61
PARK	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	8.07
			MEDICARE WITHOLDING	1.89
		IPERS	IPERS REGULAR EMPLOYEES	12.65
		PRINCIPAL	GTL_VTL INSURANCE	0.10
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	0.66
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>93.07</u>
			TOTAL:	116.44
RECREATION DEPARTMENT	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	66.63
			MEDICARE WITHOLDING	14.03
			MEDICARE WITHOLDING	1.56
		IPERS	IPERS REGULAR EMPLOYEES	105.42
		PRINCIPAL	GTL_VTL INSURANCE	1.96
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	5.52
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>539.22</u>
			TOTAL:	734.34

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
SUMMER BALL PROGRAMS	GENERAL GOVERNMENT	MISC. VENDOR	BRAD DOERRING	BRAD DOERRING:REF ADULT BS 75.00	
			KEITH LEHRMAN	KEITH LEHRMAN:REF ADULT BS 75.00	
				TOTAL: 150.00	
AAU SWIM CLUB	GENERAL GOVERNMENT	STAATS	961 SWIM CLUB RIBBONS	406.48	
			TOTAL:	406.48	
YOUTH RECREATON	GENERAL GOVERNMENT	MISC. VENDOR	KELLI WALLACE	KELLI WALLACE:SOCCER REFUN 16.00	
			T & M CLOTHING CO.	323 SOCCER JERSEYS 4,525.00	
				TOTAL: 4,541.00	
FAMILY AQUATIC CENTER	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	294.62	
			MEDICARE WITHOLDING	32.22	
			MEDICARE WITHOLDING	34.54	
			MEDICARE WITHOLDING	1.55	
			MEDICARE WITHOLDING	0.59	
		MISC. VENDOR	KAYLA MCCOLLOUGH	KAYLA MCCOLLOUGH:CERTIFICA	610.00
			WATERPARK EXCITEMENT	WATERPARK EXCITEMENT:POSTS	1,395.00
		D & R PEST CONTROL		ROACH TREATMENT	110.00
		IPERS		IPERS REGULAR EMPLOYEES	240.68
		OFFICE MACHINE CONSULTANTS INC		MANAGEMENT SERVICES	199.00
		PRINCIPAL		GTL_VTL INSURANCE	5.84
		ROTH ELECTRIC		EQUIPMENT REPAIR/MAINTENAN	1,520.80
		UNUM LIFE INSURANCE COMPANY OF AMERICA		LONG TERM DISABILITY PAYRO	11.85
		BLUE CROSS/BLUE SHIELD		BCBS HEALTH INS PY CITY	539.23
				TOTAL:	4,995.92
ECONOMIC DEVELOPMENT	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	122.69	
			MEDICARE WITHOLDING	28.69	
		IPERS		IPERS REGULAR EMPLOYEES	198.89
		MARCIA MEYERS		APRIL RENT	600.00
		OFFICE MACHINE CONSULTANTS INC		MANAGEMENT SERVICES	199.00
		PRINCIPAL		GTL_VTL INSURANCE	3.90
		UNUM LIFE INSURANCE COMPANY OF AMERICA		LONG TERM DISABILITY PAYRO	10.15
		BLUE CROSS/BLUE SHIELD		BCBS HEALTH INS PY CITY	1,834.55
				TOTAL:	2,997.87
EXECUTIVE	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	215.76	
			MEDICARE WITHOLDING	50.47	
		IPERS		IPERS ELECTED OFFICIALS	222.78
				TOTAL:	489.01
FINANCE & ADMINISTRATI	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	71.10	
			MEDICARE WITHOLDING	4.51	
			MEDICARE WITHOLDING	11.91	
			MEDICARE WITHOLDING	0.07	
			MEDICARE WITHOLDING	0.05	
			MEDICARE WITHOLDING	0.09	
		IPERS		IPERS REGULAR EMPLOYEES	110.20
		OFFICE MACHINE CONSULTANTS INC		MANAGEMENT SERVICES	199.00
		PRINCIPAL		GTL_VTL INSURANCE	0.48
		UNUM LIFE INSURANCE COMPANY OF AMERICA		LONG TERM DISABILITY PAYRO	1.67
		BLUE CROSS/BLUE SHIELD		BCBS HEALTH INS PY CITY	177.69
		TOTAL:	576.77		
BUILDING MAINTENANCE	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	10.75	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	2.52
		AUCA CHICAGO LOCKBOX	MATS	151.88
		CINTAS CORPORATION	FIRST AID SUPPLIES	22.78
		OFFICE EXPRESS	MISC SUPPLIES	53.11
			TOTAL:	241.04
AMBULANCE TRUST	GENERAL GOVERNMENT	CITY OF TIPTON FUNDS	TRANSFERS	1,388.33
			TOTAL:	1,388.33
TRANSFER-COMM/LOCAL AC	GENERAL GOVERNMENT	CITY OF TIPTON FUNDS	TRANSFERS	1,666.67
			TOTAL:	1,666.67
TRAFFIC SERVICE MAINT. ROAD USE TAX FUND	I.R.S.		FICA WITHOLDING	3.99
			MEDICARE WITHOLDING	0.93
		IPERS	IPERS REGULAR EMPLOYEES	6.51
		PRINCIPAL	GTL_VTL INSURANCE	0.12
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	0.33
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	39.71
			TOTAL:	51.59
SNOW AND ICE REMOVAL ROAD USE TAX FUND	I.R.S.		FICA WITHOLDING	59.20
			MEDICARE WITHOLDING	11.99
			MEDICARE WITHOLDING	0.27
			MEDICARE WITHOLDING	0.24
			MEDICARE WITHOLDING	1.35
		IPERS	IPERS REGULAR EMPLOYEES	96.56
		PRINCIPAL	GTL_VTL INSURANCE	2.47
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	5.09
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	605.55
			TOTAL:	782.72
TRANSFER/OTHER SOURCES ROAD USE TAX FUND	CITY OF TIPTON FUNDS		TRANSFERS	2,666.67
			TOTAL:	2,666.67
TRANSFERS/OTHER SOURCE TRUST AND AGENCY F	CITY OF TIPTON FUNDS		TRANSFERS	37,201.83
			TOTAL:	37,201.83
TRANSFER	Emergency Fund	CITY OF TIPTON FUNDS	TRANSFERS	2,678.58
			TOTAL:	2,678.58
TRANSFERS/OTHER SOURCE LOCAL OPTION TAX	CITY OF TIPTON FUNDS		TRANSFERS	18,519.67
			TOTAL:	18,519.67
TRANSFERS/OTHER SOURCE TIF SPECIAL REVENUE	CITY OF TIPTON FUNDS		TRANSFERS	10,633.17
			TRANSFERS	9,084.58
			TOTAL:	19,717.75
TRANSFERS/OTHER SOURCE FIRE ENTERPRISE TR	CITY OF TIPTON FUNDS		TRANSFERS	2,083.33
			TOTAL:	2,083.33
HWY 38 PROJECT	HWY 38 PROJCT	ORIGIN DESIGN	CEDAR STREET IMPROVEMENTS	971.60
			CEDAR STREET IMPROVEMENTS	9,541.50
			TOTAL:	10,513.10
WATER DISTRIBUTION	WATER OPERATING	I.R.S.	FICA WITHOLDING	285.11
			MEDICARE WITHOLDING	59.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	0.35
			MEDICARE WITHOLDING	1.09
			MEDICARE WITHOLDING	1.23
			MEDICARE WITHOLDING	4.04
		CINTAS	UNIFORMS	10.29
			UNIFORMS	10.29
			UNIFORMS	10.29
		ECIA	N AVE WATER IMPROVEMENTS	1,091.85
		IPERS	IPERS REGULAR EMPLOYEES	460.92
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		PRINCIPAL	GTL_VTL INSURANCE	9.47
		USA BLUE BOOK	LAB SUPPLIES	723.81
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	24.13
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>2,634.05</u>
			TOTAL:	5,525.89
WATER BILL/COLLECT	WATER OPERATING	I.R.S.	FICA WITHOLDING	46.56
			MEDICARE WITHOLDING	10.84
			MEDICARE WITHOLDING	0.05
		IPERS	IPERS REGULAR EMPLOYEES	76.67
		PRINCIPAL	GTL_VTL INSURANCE	1.96
		TYLER TECHNOLOGIES INC	UB ONLINE ANNUAL FEE	172.80
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	4.12
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>769.41</u>
			TOTAL:	1,082.41
TRANSFER/OTHER SOURCES	WATER OPERATING	CITY OF TIPTON FUNDS	TRANSFERS	4,200.00
			TRANSFERS	<u>347.08</u>
			TOTAL:	4,547.08
WASTEWATER/AKA SEWER	WASTEWATER/AKA SEW	I.R.S.	FICA WITHOLDING	282.54
			MEDICARE WITHOLDING	61.99
			MEDICARE WITHOLDING	0.35
			MEDICARE WITHOLDING	0.74
			MEDICARE WITHOLDING	0.95
			MEDICARE WITHOLDING	2.05
		IPERS	IPERS REGULAR EMPLOYEES	456.04
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		PRINCIPAL	GTL_VTL INSURANCE	8.37
		TYLER TECHNOLOGIES INC	UB ONLINE ANNUAL FEE	172.80
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	23.74
		VEENSTRA & KIMM INC	NW AREA UTILITY IMPROVEMEN	790.00
			NW AREA UTILITY IMPROVEMEN	1,550.00
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>2,819.44</u>
			TOTAL:	6,368.01
LAGOON	WASTEWATER/AKA SEW	ELECTRICAL ENGINEERING & EQUIPMENT CO	CONTACTOR	<u>238.42</u>
			TOTAL:	238.42
TRANSFER/OTHER SOURCES	WASTEWATER/AKA SEW	CITY OF TIPTON FUNDS	TRANSFERS	3,900.00
			TRANSFERS	<u>35,097.92</u>
			TOTAL:	38,997.92
ELECTRIC DISTRIBUTION	ELECTRIC OPERATING	I.R.S.	FICA WITHOLDING	919.42
			MEDICARE WITHOLDING	197.05
			MEDICARE WITHOLDING	0.64

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	5.76
			MEDICARE WITHOLDING	1.92
			MEDICARE WITHOLDING	8.68
			MEDICARE WITHOLDING	0.98
		CINTAS	UNIFORMS, SHOP TOWELS, MAT	111.24
			UNIFORMS, SHOP TOWELS, MAT	55.06
			UNIFORMS, SHOP TOWELS, MAT	111.24
			UNIFORMS, SHOP TOWELS, MAT	55.06
			UNIFORMS, SHOP TOWELS, MAT	111.24
			UNIFORMS, SHOP TOWELS, MAT	55.06
		DR DARLENE A EHLERS	APRIL RENT	500.00
		MISC. VENDOR MATT DRISCOLL	MATT DRISCOLL:BOOTS	241.81
		FS3 INC	12000' INNERDUCT	15,793.20
		IOWA UTILITIES BOARD	ELECTRIC ASSESSMENT	78.75
		IPERS	IPERS REGULAR EMPLOYEES	1,473.99
		JON WALSH	TRAVEL TRAINING	362.39
		OFFICE MACHINE CONSULTANTS INC	DELL 8 GB RAM	99.00
			MANAGEMENT SERVICES	199.00
		PRINCIPAL	GTL_VTL INSURANCE	22.32
		REICHERT ELECTRIC	SERVICE CALL	107.00
		STUART C IRBY CO	QUAZITE PEDESTALS	1,091.40
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	71.75
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	5,549.15
			TOTAL:	27,223.11
ELECTRIC POWER PLANT	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING	81.74
			MEDICARE WITHOLDING	17.94
			MEDICARE WITHOLDING	0.67
			MEDICARE WITHOLDING	0.51
		CINTAS CORPORATION	FIRST AID SUPPLIES	73.75
		IPERS	IPERS REGULAR EMPLOYEES	132.36
		POWER PLANT COMPLIANCE	#7 ENGINE MAINTENANCE	16.61
		PRINCIPAL	GTL_VTL INSURANCE	1.86
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	6.65
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	430.24
			TOTAL:	762.33
ELECTRIC BILL/COLLECT	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING	128.37
			MEDICARE WITHOLDING	27.70
			MEDICARE WITHOLDING	1.21
			MEDICARE WITHOLDING	0.76
			MEDICARE WITHOLDING	0.25
			MEDICARE WITHOLDING	0.10
		IPERS	IPERS REGULAR EMPLOYEES	207.55
		PRINCIPAL	GTL_VTL INSURANCE	3.93
		TYLER TECHNOLOGIES INC	UB ONLINE ANNUAL FEE	172.80
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	10.25
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,202.55
			TOTAL:	1,755.47
LOUISA GENERATING STAT	ELECTRIC OPERATING MIDAMERICAN ENERGY COMPANY		Est cash request	49,350.00
			Est cash request	81,780.00
			Est cash request	1,410.00
			Est cash request	8,460.00
			TOTAL:	141,000.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
TRANSFER/OTHER SOURCES	ELECTRIC OPERATING	CITY OF TIPTON FUNDS	TRANSFERS	25,593.33
			TRANSFERS	36,594.17
			TRANSFERS	<u>7,308.93</u>
			TOTAL:	69,496.43
GAS DISTRIBUTION	GAS OPERATING	I.R.S.	FICA WITHOLDING	399.92
			MEDICARE WITHOLDING	81.21
			MEDICARE WITHOLDING	0.35
			MEDICARE WITHOLDING	0.84
			MEDICARE WITHOLDING	2.36
			MEDICARE WITHOLDING	7.78
			MEDICARE WITHOLDING	0.99
		CINTAS	UNIFORMS, SHOP TOWELS, MAT	30.62
			UNIFORMS, SHOP TOWELS, MAT	30.62
			UNIFORMS, SHOP TOWELS, MAT	30.62
		IOWA ASSOCIATION OF	TRAINING	775.00
		IPERS	IPERS REGULAR EMPLOYEES	635.26
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		PRINCIPAL	GTL_VTL INSURANCE	10.23
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	28.92
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>2,321.12</u>
			TOTAL:	4,554.84
GAS BILL/COLLECT	GAS OPERATING	I.R.S.	FICA WITHOLDING	60.98
			MEDICARE WITHOLDING	13.62
			MEDICARE WITHOLDING	0.34
			MEDICARE WITHOLDING	0.25
			MEDICARE WITHOLDING	0.05
		IPERS	IPERS REGULAR EMPLOYEES	99.83
		PRINCIPAL	GTL_VTL INSURANCE	2.30
		TYLER TECHNOLOGIES INC	UB ONLINE ANNUAL FEE	172.80
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	5.15
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>854.88</u>
			TOTAL:	1,210.20
TRANSFER/OTHER SOURCES	GAS OPERATING	CITY OF TIPTON FUNDS	TRANSFERS	<u>12,016.00</u>
			TOTAL:	12,016.00
AIRPORT	AIRPORT OPERATING	I.R.S.	FICA WITHOLDING	27.59
			MEDICARE WITHOLDING	6.45
		COOK APPRAISAL	APPRAISAL REPORTS	4,500.00
		IPERS	IPERS REGULAR EMPLOYEES	42.01
		BRIAN LINNEMEYER	APPRAISAL REVIEW SERVICES	2,500.00
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		WRIGHT LAWN CARE	CONTRACT PAY APRIL 2022	<u>358.33</u>
			TOTAL:	7,633.38
TRANSFER/OTHER SOURCES	AIRPORT OPERATING	CITY OF TIPTON FUNDS	TRANSFERS	<u>347.08</u>
			TOTAL:	347.08
GARBAGE COLLECTION	GARBAGE COLLECTION	I.R.S.	FICA WITHOLDING	184.78
			MEDICARE WITHOLDING	40.52
			MEDICARE WITHOLDING	0.35
			MEDICARE WITHOLDING	0.65
			MEDICARE WITHOLDING	0.97
			MEDICARE WITHOLDING	0.71

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CINTAS	UNIFORMS	11.71
			UNIFORMS	11.71
			UNIFORMS	11.71
		IPERS	IPERS REGULAR EMPLOYEES	301.07
		PRINCIPAL	GTL_VTL INSURANCE	5.55
		TYLER TECHNOLOGIES INC	UB ONLINE ANNUAL FEE	172.80
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	15.43
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	2,000.95
			TOTAL:	2,758.91
RECYCLING	GARBAGE COLLECTION I.R.S.		FICA WITHOLDING	71.64
			MEDICARE WITHOLDING	9.18
			MEDICARE WITHOLDING	6.96
			MEDICARE WITHOLDING	0.24
			MEDICARE WITHOLDING	0.37
		IPERS	IPERS REGULAR EMPLOYEES	68.58
		PRINCIPAL	GTL_VTL INSURANCE	1.56
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	3.42
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	629.50
			TOTAL:	791.45
TRANSFER OUT/SINKING F	GARBAGE COLLECTION CITY OF TIPTON FUNDS		TRANSFERS	3,266.67
			TRANSFERS	1,794.58
			TOTAL:	5,061.25
STORM WATER	STORM WATER	I.R.S.	FICA WITHOLDING	24.59
			MEDICARE WITHOLDING	4.61
			MEDICARE WITHOLDING	0.17
			MEDICARE WITHOLDING	0.18
			MEDICARE WITHOLDING	0.77
		IPERS	IPERS REGULAR EMPLOYEES	40.30
		PRINCIPAL	GTL_VTL INSURANCE	1.18
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	2.10
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	264.42
			TOTAL:	338.32
OTHER SOURCES	STORM WATER	CITY OF TIPTON FUNDS	TRANSFERS	686.67
			TRANSFERS	97.58
			TOTAL:	784.25
INT SRVC-OTHER BUSINES	CENTRAL GARAGE	I.R.S.	FICA WITHOLDING	66.59
			MEDICARE WITHOLDING	15.58
		CINTAS	UNIFORMS	9.27
			SHOP SUPPLIES	84.30
			UNIFORMS	9.27
			UNIFORMS	9.27
		CINTAS CORPORATION	FIRST AID SUPPLIES	23.74
		GRAINGER	REPAIR PARTS #66	22.36
		IPERS	IPERS REGULAR EMPLOYEES	108.51
		KARL CHEVROLET	2022 CHEVY TRUCK	27,000.00
			REPAIR PARTS #9 & #16	601.20
			REPAIR PARTS #9	485.00
		LAWSON PRODUCTS INC	SHOP SUPPLIES	112.70
		MIDWEST WHEEL COMPANIES	REPAIR PARTS #16	448.30
		MITCHELL 1	WEB SUBSCRIPTION	271.23
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRINCIPAL	GTL_VTL INSURANCE	1.93
		THOMPSON TRUCK & TRAILER	REPAIR PARTS #21	139.37
			REPAIR PARTS #21	207.61
			SHOP SUPPLIES	59.76
		TITAN MACHINERY INC	REPAIR PARTS #18	621.90
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	5.57
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	661.85
			TOTAL:	31,164.31
INT SRVC-OTHER BUSINES ADMINISTRATIVE SER I.R.S.			FICA WITHHOLDING	99.30
			MEDICARE WITHHOLDING	22.84
			MEDICARE WITHHOLDING	0.38
		IPERS	IPERS REGULAR EMPLOYEES	158.29
		QUADIENT FINANCE USA INC	POSTAGE	999.15
		OFFICE MACHINE CONSULTANTS INC	MANAGEMENT SERVICES	199.00
		PRINCIPAL	GTL_VTL INSURANCE	3.78
		SIMMERING-CORY IOWA CODIFICATION	HOUSING REHAB PROGRAM	2,000.00
		SPINUTECH INC	LICENSE, SUPPORT, HOSTING	570.00
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	8.06
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,474.27
			TOTAL:	5,535.07
NON-DEPARTMENTAL	PAYROLL ACCOUNT	I.R.S.	FEDERAL WITHHOLDING	6,762.27
			FICA WITHHOLDING	5,267.15
			MEDICARE WITHHOLDING	1,231.88
		AFLAC	AFLAC AFTER TAX PY W/HOLDI	117.40
			AFLAC PY PRETAX WITHHOLDING	393.23
			AFLAC AFTER TAX DEDUCTION	108.18
		AXA EQUI-VEST PROCESSING OFFICE	DEF. COMP PRETAX	435.00
		COLLECTION SERVICES CENTER	CHILD SUPPORT- SPANGLER-96	96.73
		IPERS	IPERS WITHHOLDING, FIRE	38.95
			IPERS ELECTED OFFICIALS	148.44
			IPERS REGULAR EMPLOYEES	3,904.20
			IPERS WITHHOLDING EMT	207.71
			IPERS WITHHOLDING POLICE	974.58
		PRINCIPAL	GTL_VTL INSURANCE	425.84
			VISION POLICY	277.04
		TREASURER, STATE OF IOWA	STATE WITHHOLDING	3,070.00
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INSURANCE PYM	2,207.50
		CITY OF TIPTON	MISC. EMPLOYEE REIMBURSEME	275.00
			TOTAL:	25,941.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
	001	GENERAL GOVERNMENT		86,217.55
	110	ROAD USE TAX FUND		3,500.98
	112	TRUST AND AGENCY FUND		37,201.83
	119	Emergency Fund		2,678.58
	121	LOCAL OPTION TAX		18,519.67
	125	TIF SPECIAL REVENUE FUND		19,717.75
	192	FIRE ENTERPRISE TRUST		2,083.33
	317	HWY 38 PROJCT		10,513.10
	600	WATER OPERATING		11,155.38
	610	WASTEWATER/AKA SEWER REVE		45,604.35
	630	ELECTRIC OPERATING		240,237.34
	640	GAS OPERATING		17,781.04
	660	AIRPORT OPERATING		7,980.46
	670	GARBAGE COLLECTION		8,611.61
	740	STORM WATER		1,122.57
	810	CENTRAL GARAGE		31,164.31
	835	ADMINISTRATIVE SERVICES		5,535.07
	860	PAYROLL ACCOUNT		25,941.10

		GRAND TOTAL:		575,566.02

CITY CREDIT CARD STATEMENT		cr	999	1010			Card Ttl	-6,185.20
City Manager								
Training	Iowa League of Cities	dr	835	5	899	1	62300	350.00
							Total Charges	350.00
Finance Director								
Dues/Fees	Iowa DNR	dr	610	5	815	1	62100	385.00
Telecommunications	LogMeIn	dr	835	5	899	2	63730	30.35
							Total Charges	415.35
Library								
Materials	Amazon, Walmart	dr	001	5	410	2	65020	236.62
Postage/Shipping	USPS	dr	001	5	410	2	65080	3.63
							Total Charges	240.25
Ambulance								
Training	Kirkwood, National Reg. EMT, HandTevy, American Heart ShopCPR	dr	001	5	160	1	62300	153.45
Telecommunications	JAMF	dr	001	5	160	2	63730	6.00
		dr	001	5	620	2	63730	16.00
		dr	630	5	820	2	63730	6.00
		dr	640	5	825	2	63730	2.00
Equipment/Vehicle Rent	Ideal Sciences	dr	001	5	160	2	64150	278.00
Technology	ADI, E-bay	dr	001	5	160	2	64190	657.21
Miscellaneous	ADI, Walmart	dr	001	5	160	2	65980	311.63
Radio Equip	E-bay	dr	001	5	160	3	67280	53.95
Building Maint & Repair	ADI	dr	001	5	110	2	63100	176.40
Building Maint & Repair	ADI, Walmart, Home . Ebay	dr	001	5	650	2	63100	294.86
Building Maint & Repair	ADI	dr	630	5	820	2	63100	14.33
Building Maint & Repair	ADI	dr	810	5	899	2	63100	229.19
							Total Charges	2,199.02
Fire								
Office Supplies	HP	dr	001	5	150	2	65060	257.19
Miscellaneous	Walmart	dr	001	5	150	2	65980	81.38
							Total Charges	338.57
Police								
Travel Training -	Stoney Creet Hotel, Jethro's BBQ, Pancheros 1908 Draft House, De Rice, McDonald's Capitol City towing	dr	001	5	110	1	62980	458.54
Operating Supplies	Sirchie	dr	001	5	110	2	65070	11.44
Postage/Shipping	USPS	dr	001	5	110	2	65080	12.60
Fuel	Kum & Go, Casey's	dr	810	5	899	2	65075	91.87
							Total Charges	574.45
Gas								
Dues/Fees	APGA Security and Integrity Foundation	dr	640	5	825	1	62100	395.00
							Total Charges	395.00

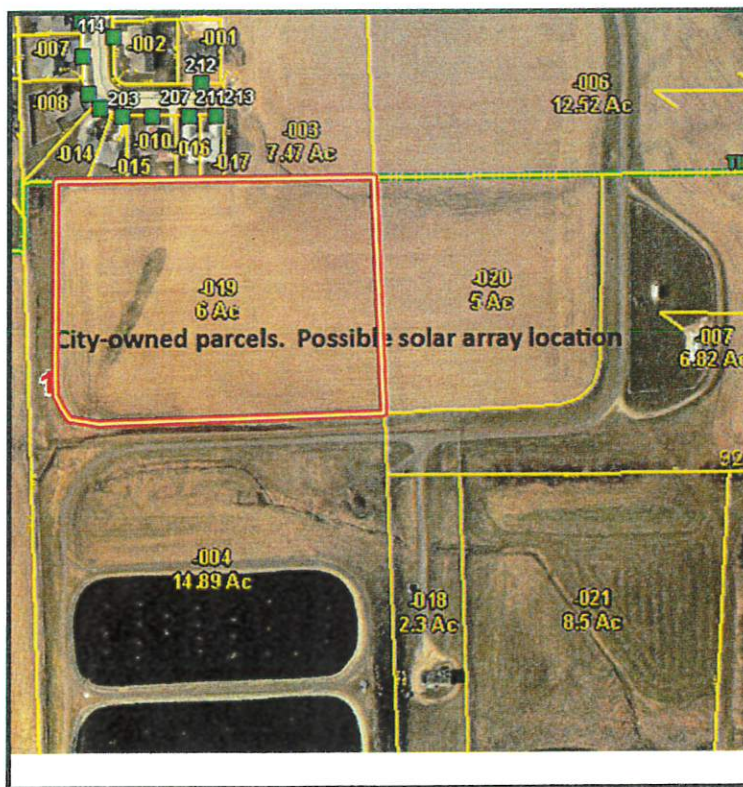
**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	Council meeting of April 4, 2022.
AGENDA ITEM:	Discussion and possible action concerning solar project proposal by Lathan, Ervin, Vognsen & Associates
ACTION:	Approve, deny, or table to allow more consideration of the topic.

SYNOPSIS

This is a proposal to do a financial feasibility study for the possible construction of a large solar array. We first introduced the idea about two years ago and it was adopted as a City Council goal, but COVID and other projects sidetracked it until now.

As shown below, the City owns 11 acres (two side-by-side parcels) that are located north of the City’s wastewater treatment lagoons and south of the homes that are along Summit Drive. In the past, this area has been cropped—last year, it was planted with hay.



The question is: What if the electric utility could use this area for the placement of up to 2 megawatts worth of solar panels? Would our electric utility see a worthwhile financial impact?

Along with a positive environmental impact, our electric utility could use solar power to cut our purchases of wholesale electric power from RPGI. Using State Center’s 1 MW solar array as a model, we’re hoping that the money saved from cutting our purchases from RPGI can be used to pay-off the debt on a solar

array. As we understand it, State Center's project cost about \$1 million, but it was paid-off in about 5 years.

This type of debt would not be general obligation debt or GO debt and would not be on the tax levy. It would more likely be financed by a lease-to-own or a revenue bond. In either case, the debt would be paid by the electric utility.

But, before moving forward, we feel that we first need to show the Council (and the public) a financial feasibility study to demonstrate that such a project makes sense to pursue and that it can pay for itself. We feel that a study should be done by an independent third party, so that the study's results would have added credibility.

Going back to last year, Floyd, Melissa, and I interviewed three companies that could do our study. For numerous reasons, we'd like to recommend that the Council consider the proposal from Lathan, Ervin, Vogensen & Associates (LEV). Its representatives will be at the April 4 Council meeting to discuss their enclosed proposal.

LEV has the advantage of being very familiar with our electric utility. They are also very familiar with RPGI and how our purchases from it are structured. They worked with State Center on their project. And, compared to the other two firms that we interviewed, LEV's proposed fees were far more cost-efficient.

In short, LEV's proposal has proposed two phases.

Phase 1 has two options. For \$10,000, LEV will study the financial feasibility of a solar array on the 11-acre site. For \$15,000, LEV will also study the added financial feasibility of adding a smaller solar array near the new SAGR. This solar array can be done in either of two ways. It could be linked to the array on the 11-acres to add to its capacity. Or, it could be linked to the wastewater utility's operation to directly cut its electric bill.

I would suggest that the Council hire LEV to study both locations for \$15,000.

Phase 2 depends on the results for Phase 1. If the feasibility study's results are positive, this phase (estimated at \$5000) would have LEV developing, collecting, and evaluating proposals from companies that are capable of constructing solar arrays of this type.

PREPARED BY: BW

DATE PREPARED: April 1, 2022



LATHAM, ERVIN, VOGNSEN & ASSOCIATES, INC.

150 First Avenue NE, Suite 300
Cedar Rapids, Iowa 52401
(319)365-6488

www.LEV-EnergyAdvisors.com

March 7, 2022

Via Email:
Brian Wagner
Floyd Taber

Dear Brian and Floyd:

Latham, Ervin, Vogensen & Associates (“LEV”) is pleased to offer our services to the City of Tipton (“Tipton”) for the following scope of work. We understand you are interested in LEV’s services to be performed in two phases as well as two alternatives for solar installations.

Phase I would involve conducting a financial feasibility study for installing up to 2 MWs for a ground mounted solar array on city-owned property of approximately 11 acres just north of Tipton’s wastewater treatment facility. Also, within the scope of Phase I, if requested by Tipton, would be the alternative of a financial feasibility study of a separate solar array to offset some or all of the electric operating costs of the wastewater treatment facility. The study of the solar array at the wastewater treatment facility would consider the financial aspects of the solar array either interconnected behind of the billing meter of the waste water facility (net metering) or directly interconnected to Tipton’s distribution system on the line side of the wastewater treatment facility (virtual net metering). The wastewater alternative is contingent upon the Tipton Electric Municipal’s metering and billing capabilities. For Phase I, Tipton can select to have LEV explore either of the alternatives or both.

The financial goal of the 2 MW project alternative is to help offset Tipton’s wholesale energy purchases based on the assumption the solar array would be interconnected directly to Tipton’s electrical distribution system. Since the intent is not to sell power into the Midcontinent Independent System Operator (MISO) energy markets, sizing of the facility would be determined based upon Tipton’s load profile. The financial goal of the separate solar array alternative for the wastewater treatment facility would be specifically for the benefit of the Tipton’s overall wastewater facility and its associated operating budget. The sizing of this solar alternative would be based upon the electrical load requirements of the wastewater treatment facility.

The feasibility study would leverage LEV’s extensive knowledge of RPGI’s power supply tariff structure and expected costs along with energy and capacity production estimates of the solar arrays to determine the impact to Tipton’s load on a monthly and annual basis in the calculation of wholesale energy purchase savings. The operating cost savings for the wastewater treatment facility would be based upon whether Tipton Municipal Electric Utility’s electric rates and billing practices could accommodate this arrangement. The cost savings combined with LEV’s cost estimates for the development, installation, operation and maintenance of the solar arrays would provide an approximate payback timeframe for Tipton’s investment in the solar array alternatives.

Given Tipton's tax-exempt status they would not be able to take advantage of various tax incentives such as the investment tax credit or bonus depreciation for the installation of the solar arrays. To lower the overall cost of the project, Tipton could initially enter into a contract with a project developer for a Purchase Power Agreement ("PPA") with terms for the electric power offtake. The PPA would include terms enabling Tipton to outright purchase solar array after the tax benefits have been harvested by the developer, likely in 7-10 years. Typically, these type of "flip" PPAs allow the developer to assign the PPA to investors with tax liabilities, such as financial institutions, and are a relatively common financing vehicle utilized by non-taxable entities to lower the overall cost of the renewable projects. At the time of the flip, Tipton would purchase the solar arrays either at a pre-determined price or at market value. Tipton could pursue the PPA alternative for either of the solar alternatives or for both of them.

LEV will assume the 2 MW solar array alternative is located on city property connected to Tipton's electrical distribution system, which would be behind the RPGI billing meter. The wastewater treatment facility solar array alternative would be located either behind the billing meter of the facility or also directly interconnected to Tipton's electrical distribution system, again, the latter option is dependent upon Tipton's billing system capability. Either alternative would result in the offsetting of various RPGI energy, demand and capacity charges in lieu of receiving generation capacity credits, a more advantageous financial option given Tipton's current generation capacity and load. LEV would assume the solar array alternatives in aggregate would be sized not to feed back onto the transmission system.

LEV will present the results of the financial feasibility analysis to Tipton utility staff and the Tipton City Manager and if so desired, LEV will co-present the results to the Tipton City Council. LEV estimates the cost of Phase I to be approximately \$10,000 for just one of the alternatives or \$15,000 to assess both alternatives. The Phase I cost estimate does not include LEV's assistance in developing an RFP or negotiating terms of PPA agreements however LEV would provide an overview of these processes. These additional services would be provided as a separate scope in Phase II if desired by Tipton.

Phase II of LEV's services will begin if and when directed by Tipton, and will include the development of a Request for Proposal ("RFP"), the identification of potential bidders, collection and assistance to the developers in making the proposals such that bids are on a basis enabling a fair comparison, and presenting a report with the results of the bids. LEV estimates this effort will cost approximately \$5,000 which would be the same regardless of which alternative Tipton wished to pursue or if it decides to pursue both. LEV assistance in preparing and negotiating a PPA with a developer, if requested, would be in addition to Phase II cost estimate at a time and material basis.

For both Phases I and II, LEV will only charge actual hours worked against the project at an hourly rate of \$250 as incurred. LEV estimates that the stated scope of work listed above will be well within the estimate but should the scope change resulting in costs higher than estimated above, LEV would request approval for additional work prior to continuing. Dave Vognsen and Louie Ervin II will be the primary contributors to this effort. If you agree with this proposal, please have a duly authorized person sign below and return a copy electronically for LEV's signature. We look forward to your response.

Sincerely,

Louie Ervin II & Dave Vognsen

CITY OF TIPTON, IOWA

By: _____

Printed Name: _____

Title: _____

Date: _____

LATHAM, ERVIN, VOGNSEN & ASSOCIATES

By: _____

Printed Name: _____

Title: _____

Date: _____

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	Council meeting of April 4, 2022.
AGENDA ITEM:	Discussion and possible motion concerning the replacement of the Aquatic Center's rooftop dehumidifiers with a new rooftop unit.
ACTION:	Approve, deny, or table to allow more consideration of the topic.

SYNOPSIS

On March 25, Adam Spangler, Addie Butler, and I met with our mechanical contractor (Brian Kraus/Monticello) and salesmen (including Derek VerHeecke of Mechanical Sales/Davenport) concerning new dehumidifying systems.

Their advice was that our two original rooftop dehumidifiers were beyond long-term repair.

Their recommendation was to order a new unit and remove the original ones. But, since the new unit can take 30 weeks to arrive, they further recommended the installation a new condenser (that the Council recently approved, and we now have on-hand) into one of the two current rooftop units to run it (along with our two new portable dehumidifiers) until the new one arrives. I told Brian Kraus to go ahead with the installation of the condenser.

The cost of a new rooftop unit is pricey—to say the least.

The single rooftop unit would replace the two that are there now. This is an “Innovent” system. The new unit is priced at \$306,595. The installation cost of our mechanical contractor (Kraus/Monticello) is \$98,655. Together, these come to \$405,250. If the Council wants, the City can add a one-year labor warranty from the equipment vendor for another \$12,700.

Brian Kraus said that his proposal did not add any mark-up on his quote.

They also gave an alternative quote for two Seresco rooftop units, but those would cost \$100,000 more. Therefore, info on this system wasn't included with this synopsis.

Concerning Innovent, they said that this system can last up to 20-25 years. The Maq YMCA is about the same age as the Aquatic Center. They, too, are replacing their rooftop units with Innovent. In fact, all of the YMCAs in the Scott County system are going to this brand.

The three that we met will with be at the April 4 Council meeting to present their recommendation to the Mayor and Council.

Two questions may come up:

- 1.) How to we pay for a new rooftop unit?
- 2.) Who's at fault for how this has ended up?

Melissa emailed Maggie Burger/Speer Financial for her thoughts about the first question.

The funding for this project would be done using the debt service levy. Maggie provided a breakout schedule that included the replacement of a new rooftop unit. To avoid paying issuance costs multiple times, she also provided a breakout schedule for phase 2 of the HWY 38 project as well as the trail project. These schedules were based on numbers that we have today. The amounts related to the HWY 38 and trail project could change once the bids are received this fall.

Funding Breakout - 15 year Loan				
Project	Issuance Amount	Average Annual Payment	Funding Option	Levy Amount
HWY 38 Project	\$ 1,835,000	\$ 154,347	TIF	TIF
Pool Project	\$ 410,000	\$ 34,528	Debt Service Levy	0.273
Trail Project	\$ 680,000	\$ 57,243	Debt Service Levy	0.442
TOTAL	\$ 2,925,000	\$ 246,119		0.715
Results				
Adding the pool and trail project to the debt service levy could increase the tax rate from 16.618 to 17.334				

The Fire Station is currently using TIF funds to pay a large portion of its debt payment. This will be paid off in FY 22-23 which allows the City to be able to add the HWY 38 Project into its place without increasing our TIF claims significantly.

The pool and trail project would utilize the debt service levy to fund those projects. Using the numbers listed in the table above, it would add 0.715 to the debt service levy in FY 23-24.

If the Council wishes to pursue the second question (Who's at fault?), my first thought is that it must be someone other than the City. The City was the client in this endeavor. The City hired others to handle this project for us. However, I don't think we should point fingers or name names at a Council meeting. If we pursue this question, I think it needs to start by consulting with our City Attorney Law Firm.

PREPARED BY: BW

DATE PREPARED: March 31, 2022

QUOTATION

Date: 3/3/2022
Project: Tipton Aquatic Center
Page 1 of 4

To: City of Tipton

Location: Tipton, IA

Engineer: N/A

Bid Date: 3/3/2022

Attn: City Admin.

Quoted By: Derek VerHeecke

Scope of Work: Request for Pricing for new Pool Dehumidification Unit.

BASE BID:



Innovent

Pool Dehumidification Unit w/ Energy Recovery

Qty: 1

Tag(s): PDU-1

- Model NDHU-OU-PL-22000-AC-HG-IF-460 (53-tons of capacity).
- Unit is ETL listed under UL 1995, SMACNA leakage class rating 5.0.
- Exterior panels painted steel, interior aluminum 2" double walled, R-13, unit ships with "protective coverings."
 - Hoods ship loose for installation **BY OTHERS** (bird screen included on hoods).
 - Unit to ship as **SINGLE** piece with welded structural steel base and integral lifting lugs, NO field wiring required between splits.
 - Refrigeration system **COMPLETE**, charged and no field labor required.
 - Thybar 24" insulated curb to ship loose, installation **BY OTHERS**.
- Unit dimensions/Weight
 - 393" L x 99" W x 112" H Weight: 13,900 lbs
- Fans:
 - Supply /Return plenum direct drive aluminum fans w/ 1" spring isolators.
 - TEFC motor with fan wheel with polyester coating on fan wheel
 - VFD per fan, no manual bypass, with custom enclosure.
 - Shaft grounding kit on each motor.
- Energy recovery:
 - Energy recovery with bypass.
 - Aluminum heat exchanger- aluminum drain pan.
 - Winter design temperature of -20 deg F, frost prevention included with unit.
 - Magnihelic across energy recovery and filter section.
- DX Coils:
 - Baked epoxy coated coils where exposed to pool air.
 - DX cooling with modulating hot gas reheat.
 - DX circuit factory charged and run tested.
 - Aluminum drain pan.

Date: 3/3/2022

Project: Tipton Aquatic Center

QUOTATION

Page 2 of 4

- Modulating Hot Gas Reheat for Dehumidification
- Gas Heating Section:
 - 10:1 turn down, (one 2-stage control valves & one modulating 5:1 gas valve).
 - One gas connection per burner.
 - 409 stainless steel natural gas heat exchanger.
 - 850 MBH input, 680 MBH output.
 - ETL listed burner assembly.
- Controls:
 - Dampers with actuators per specifications and appropriate for air stream.
 - Aluminum airfoil blades .
 - Standalone controller.
 - Remote mounted digital display provided in control cabinet for user interface.
- 2" filters MERV 8 filters on supply side.
- 2" aluminum filters on the return side (washable).
- Electrical:
 - SINGLE POINT power.
 - 5 KAIC rating.
 - 115V GFI outlet, lighting/receptacle within unit.
 - 460/3 ϕ /60 electrical, factory non-fused disconnect.
 - Phase & Voltage protection.
- 1-year parts warranty; no labor included.
- 5-year compressor warranty; no labor.
- 10-year plate warranty; no labor.
- Factory authorized start-up & owner training.

NOTE: 29-30 week lead time following approved shop drawing/PO, approx. 2-4 weeks for shop drawing generation after receipt of PO.

EXCLUDED: Installation, wiring, gas regulators, piping, external vibration isolation, pre-fabricated unit mounted equipment screens, lagging in bottom of curb, platforms or stairs for access, high/low pressure safeties, full DDC system.

NET PRICE – FOB Factory, Full Freight Allowed **\$ 306,595.00**

ADD: One Year Labor Warranty for Pool Dehumidification Unit. **\$ 12,700.00**

(Includes 4 service trips for filter changes/washes, inspections, & warranty repairs if required)



FostersHeatingandAir.com
1040 East Post Rd. Marion, IA 52302
319-377-6325

KrausPlumbingandHeating.com
317 S. Locust St. Monticello, IA 52310
319-465-5129

Proposal:

March 25, 2022

RE: Tipton James Kennedy Aquatic Center

Scope of work:

Replacing two existing DHU 1-2 units with one new Innovent pool dehumidification units.

Included in Base Bid: \$98,655

Electrical Allowance: \$15,500

Labor
Electrical Work Allowance
Roof Repairs
Capping Existing Glycol Lines
Hooking to Existing Duct
Revised Duct Layout Pool Area
Insulating New Adapting Duct
Removing RHU 1-2
Capping RHU 1-2 Curbs
Gas Piping
Crane

Due to continuing increases in material and equipment pricing, this quote expires in 30 days from above date.

Not Included in Base Bid:

Equipment Provided by Mechanical Sales

Wiring

BAS

Submitted By:

Brian Kraus

Brian Kraus
President

Keeping families safe & comfortable... Anytime, Everyday

AGENDA ITEM #

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	April 4, 2022
AGENDA ITEM:	Resurface Tennis courts – Pickle ball lines
ACTION:	Motion

SYNOPSIS:

Tipton Park is in need to resurface the existing tennis courts. Last time we resurfaced was back in 2009. Bid that is attached is from Tennis Services of Iowa for \$28,310. He will also be surfacing and lining the new pickle ball courts. This bid will fix low spots, fill in cracks and a total resurface.

Next time we do this we will need to do a complete reconstruction on the courts since this will be over the 20-25 year window that he suggested on his quote.

I will be at the meeting if anyone would have any further questions.

BUDGET ITEM: Yes

RESPONSIBLE DEPARTMENT: Park

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Tennis Services of Iowa

PREPARED BY: Adam Spangler

DATE PREPARED: 3/23/22



4200 Ivy Ct. • Marion, Iowa 52302
319-377-6378

PROPOSAL

TO: Tipton Recreation
Adam Spangler
700 Park Road
Tipton, IA. 52772

DATE: January 17, 2022

JOB: tennis courts

We hereby submit specifications and estimates for:

- Cleaning and removing peeling coatings. (Sanding entire area)
- Removing approximately 325' of Crack repair system that was installed in 2009.
- Installing 750' of new Crack repair system.
- Installing patches in 3 low areas. (Patching will not fix slope or large ponding areas)
- Installing 1 coat of acrylic resurfacer.
- Installing 2 coats of blue and green fortified acrylic.
- Locating, priming, and painting white playing lines for 2 tennis courts.
- Locating, priming, and painting yellow playing lines for 2 pickleball courts. (Tennis net will be used for pickleball)

Tennis Services will provide materials and labor for the sum of:

Twenty-eight thousand three-hundred ten dollars (\$28,310.00)

Owner to supply water to the jobsite.

Because of the poor condition of the asphalt, this project is not guaranteed.

The ASBA guidelines say that the life expectancy for a tennis court is 20-25 years. At that time the court needs to have an asphalt overlay or remove the asphalt and replace it.

Terms are net 15 days.

This proposal may be withdrawn by us if not accepted within 20 days.

Dan Treiber

Dan Treiber
Tennis Services of Iowa, LLC



4200 Ivy Ct. • Marion, Iowa 52302
319-377-6378

PROPOSAL

TO: Tipton Recreation
Adam Spangler
700 Park Road
Tipton, IA. 52772

DATE: January 17, 20

JOB: concrete pickleball

We hereby submit specifications and estimates for:

- Cleaning and pressure-washing 64'x 72' of new concrete.
- Filling saw-cuts with court patch binder.
- Installing 2 coats of blue and green Acrylotex.
- Locating, priming, and painting white playing lines for 2 pickleball courts.

Tennis Services will provide materials and labor for the sum of:

Eight-thousand two hundred fifty dollars (\$8,250.00)

OPTIONS

- Installing 2 above ground pickleball net systems-add \$4,900.00

Owner to supply water to the jobsite.

Concrete needs to have a vapor barrier underneath.

Concrete should be sloped with no areas that hold water.

Concrete should have a light-medium broom finish.

No curing agents should be used on concrete.

Concrete needs to cure for a minimum 60 days before coating.

Terms are net 15 days.

This proposal may be withdrawn by us if not accepted within 20 days.

Dan Treiber

Dan Treiber
Tennis Services of Iowa, LLC

AGENDA ITEM #

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	April 4, 2022
AGENDA ITEM:	New Concrete Pickleball courts, finish, and fencing
ACTION:	Motion

SYNOPSIS:

Last summer I was approached by Bud Johnson, from Monticello, regarding a \$20,000 grant from MinnTex Citrus of Monticello, IA for any community wanting to put up new pickleball courts. This is due to the owner, Bud Johnson, who in semi-retirement, has become an avid pickleball player and that Tipton through the Tipton FFA has been a long-time customer of MinnTex Citrus through the fall FFA fruit sales. Tipton is the 8th such community to receive a grant in the last 3 years, which have been targeted to communities in Eastern Iowa with a population under 10,000 people. Grant monies will be sent to the City of Tipton upon approval of the balance of funding for the project through Fidelity Charitable. Funds usually in your hand 14 days after request is made.

After checking with staff and other communities that have constructed pickleball courts they all have been more than happy installing them. The past couple of years I've been approached by patrons of the community regarding when we will be installing pickleball courts in our park. Now would be a great time. With the guidelines in place for the grant we contacted Custom Builders to be the lead on this project. The attached quote is from Custom Builders and a break down for the concrete, finish, net install, fencing and option for landscaping for the west and northwest side of the pickleball courts.

We are proposing that the new pickleball courts will be located on the northwest side of the existing tennis courts. Therefore, the option for landscaping on the west and northwest side since they will have to dig into the west hill to accommodate the pickleball courts. We believe that this would be the best location.

I have already received approval that we have already been awarded the \$20,000 grant to help build 2 dedicated pickleball courts from MinnTex Citrus with the council's approval.

I will be at the meeting if anyone would have any further questions.

BUDGET ITEM: CIP

RESPONSIBLE DEPARTMENT: Park

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Custom Builders (Concrete, American Fence Company, & TSI)

PREPARED BY: Adam Spangler

DATE PREPARED: 3/23/22



CUSTOM BUILDERS OF TIPTON, INC.
209 W. South Street
Tipton, Iowa 52772 • PH (563) 886-6196 • FAX (563) 886-2172
1-800-657-8004



RANDY SHUMAKER

(C)563-357-3682

QUOTE # 22011 - 2: CITY OF TIPTON, PICKLEBALL COURTS

DESCRIPTION: Install New Concrete Pickleball Courts, Acrylotex Finish, Fencing

Concrete – 72'x64' Pad (Two Courts)

5" Concrete Floor w/ ½" Rebar on 36" Grid, Smooth Finish

10" Wide x 10" Deep Thickened Edge on Perimeter of Pad

4'x4' Concrete Stoop at Entrance Point

Tennis Services of Iowa – Concrete Finishing (After Concrete Curing – Minimum of 60 days)

Clean and Power-Wash Concrete, Fill Saw Cuts

Install Two Layers of Blue and Green Acrylotex Coating

Install Primed and Painted Playing Lines (two courts)

Installation of Two Above Ground Net Systems (supplied by Owner)

Fencing – Perimeter and Court Divider Fencing

8' Tall Perimeter Fencing with Bottom Rail Included

One Entrance Point w/ "Vestibule" Fence (similar to the football field access)

4' Tall Court Divider Fence (no bottom rail)

All Posts Anchored to Top of Concrete

Grading/Landscaping on West side and NW Corner of Court

Install Large Rock-Faced Concrete Blocks w/ Garden Tops

Approximately 60' on West Side and 30' on North Side

Black Dirt on Back Side Included

No Seeding or Rock Included (supplied by City)

PROJECT TOTAL:

\$56,935.00

RESOLUTION 040422B

RESOLUTION SETTING MONDAY, APRIL 18, 2022 AS THE PUBLIC HEARING DATE REGARDING THE PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST OF THE "NORTH AVENUE RECONSTRUCTION PROJECT"

WHEREAS, the City Council of the City of Tipton hired Veenstra & Kimm (Engineer) to design and oversee the North Avenue Reconstruction Project (Project); and,

WHEREAS, a summary of the Project is as follows:

NORTH AVENUE RECONSTRUCTION

Construct North Avenue Reconstruction including all labor, materials and equipment necessary for the replacement of approximately 1,550 LF of HMA with 7" PCC pavement or 9" HMA pavement; minor curb and gutter repairs; geogrid; special fill; traffic control; seeding; and miscellaneous associated work, including cleanup.

AND, WHEREAS, the Engineer's estimated construction cost (adding 10% for contingencies, but not including construction engineer/oversight of 15%) is \$654,214.00 for PCC and \$665,850.90 for HMA and the plans, specifications, and form of contract are available at City Hall; and

WHEREAS, the Engineer has proposed this adjustable Project timeline:

- | | |
|---|-----------------|
| 1.) Set public hearing. | April 4, 2022. |
| 2.) Hearing notice appears in Tipton Conservative. | April 6, 2022. |
| 3.) Conduct public hearing/approve plans and cost estimate. | April 18, 2022. |
| 4.) Bid opening. | April 28, 2022. |
| 5.) Possible award of bid. | May 2, 2022. |

NOW, THEREFORE, Be It Resolved, the City Council of the City of Tipton does hereby set Monday, April 18, 2022, at 5:30 p.m. at the Tipton Fire Station at 301 Lynn Street as the public hearing date and location regarding the plans, specifications, form of contract, and Engineer's final cost estimate for the North Avenue Reconstruction Project.

PASSED AND APPROVED this 4th day of April 2022.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution No. 040422B which was passed by the Tipton City Council this 4th day of April 2022.

Amy Lenz, City Clerk

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	Council meeting of April 4, 2022.
AGENDA ITEM:	Resolution approving the City’s application to the Catalyst Grant Program for the Rhinos Building Project and the renovation of its first floor.
ACTION:	Approval—The City has already stated that it will apply.

SYNOPSIS

This resolution is part of the grant application process for a potential \$100,000 Catalyst Grant application that, if awarded, would cover some of the cost of the renovation of the commercial first floor of the Rhinos Building.

As you might recall, the City also submitted a \$300,000 application for a Downtown Housing Grant toward two apartments on the second floor.

There were three basic Rhinos-related agreements.

One was between the City and a Roofing Company. It would replace the building’s roof after the City obtained ownership.

The second was from the Current Owner to the City, but it hasn’t been closed upon yet because the DNR advised us to have the old roof tested for asbestos beforehand. So, while the City is waiting for that, the agreement with the roofer has also had to wait.

The third agreement was the purchase agreement from the City to the Developer. Under this agreement, the City stated that it would apply for grants and, if enough came through to make the project financially feasible, the Developer would close on the purchase agreement.

Please note that the grants (from the City to the Developer) that are mentioned in the resolution were already approved by the City as part of the City-Developer purchase agreement. We plan to make those grant reimbursable by using TIF.

PS—Catalyst grant applications now require specific types of post-project renderings of the inside and outside of the building. We found someone that can do this, but I had to approve him to proceed with the work so it can be done this week because he leaves for vacation next week. The application is due by April 15. The cost was \$2550 plus mileage. While our purchase policy allows me to approve expenses for situations like this, I thought I’d let you know, nonetheless.

PREPARED BY: BW

DATE PREPARED: March 31, 2022

RESOLUTION NO. 040422C

A RESOLUTION APPROVING THE SUBMITTAL OF AN
APPLICATION FOR A STATE OF IOWA “CATALYST GRANT” FOR THE
RHINOS BUILDING PROJECT AT 524 CEDAR STREET

WHEREAS, the Iowa Economic Development Authority (IEDA) administers the Community Catalyst Building Remediation Program which “assists communities with the redevelopment, rehabilitation or deconstruction of buildings to stimulate economic growth or reinvestment in the community” by providing grants of up to \$100,000; and

WHEREAS, the City of Tipton has a special interest in the renovation of the Rhinos Building from an empty, rain-damaged, burst pipe-damaged building in our downtown and returning it to a useful commercial purpose on the first floor with new apartments on the second floor; and

WHEREAS, the City is working with local investors who will take responsibility for rehabilitating the building if the necessary financing components can be put into place.

NOW, THEREFORE, Be It Resolved, the City Council of the City of Tipton does hereby authorize the submittal of an application to the IEDA’s Catalyst Grant Program toward the first floor portion of the Rhinos Building Project.

AND, BE IT FURTHER RESOLVED, that:

1.) The City Council approves the execution of documents related to making the grant application, including, but not limited to, appropriate “Applicant Assurances” and “Project Assurances.”

2.) The City Council states that its applicable building and/or fire code officials will review the proposed project.

3.) The City Council agrees that all historically significant properties (if applicable) submitted for consideration in this application will comply with the Secretary of Interior’s standards for historic property rehabilitation.

4.) The City Council has already authorized the replacement of the roof—pending asbestos testing—for \$29,520 with the City absorbing this expense even if the Catalyst Grant isn’t awarded.

5.) Subject to the completion of specific project benchmarks, the City authorized a grant of \$50,000 toward the Catalyst Grant-related project on the building’s first floor and a \$100,000 grant for an apartment project on the building’s second floor.

PASSED AND APPROVED this 4th day of April 2024.

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 4th day of April 2022.

Amy Lenz, City Clerk

RESOLUTION NO. 040422A

RESOLUTION APPROVING APPLICATION FOR URBAN REVITALIZATION
TAX-EXEMPTION FILED BY GUILLERMO PACHECO FOR MI TIERRA RESTAURANT
LOCATED AT 413 CEDAR STREET, TIPTON, IOWA

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

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

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

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

1. Guillermo Pacheco, Mi Tierra Restaurant, 413 Cedar Street, Tipton, IA 52772

PASSED AND APPROVED this 4th day of April 2022.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution _____ which was passed by the Tipton City Council this 4th day of April 2022.

Amy Lenz, City Clerk

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

Properties with improvements made after January 1, 2019 are eligible

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

Your contact information...

Name of Title Holder or
Contract Buyer:

Guillermo Pacheco

Mailing Address:

413 Cedar St.

Telephone (and Fax):

(319) 631-4839

Email Address:

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

Address of Property for
this Application:

310 Cedar St. Tipton, IA 52772

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

Existing Property Use:

Residential Multifamily Residential

Commercial Industrial Vacant

Proposed Use of Property:

restaurant

Which are you applying for:

Prior approval of your project.

Approval of a project that's already completed.

What is the nature of your
proposed taxable improvements?

New construction? Addition? General Improvements?

Please specify the types of Improvements:

Restaurant Renovation

Estimated or Actual Date of Project Completion:

February 21, 2022

Estimated or Actual Cost of Improvements:

\$300,000

About the tax-exemption program...

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

For which tax-exemption benefit are you applying?

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

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

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

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

Industrial properties: There's a choice.

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

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

Applicant's Certification.

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

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

Signature of Applicant: Guillermo Pacheco Date: 3-21-2022

Signature of Co-Applicant: _____ Date: _____



City Council

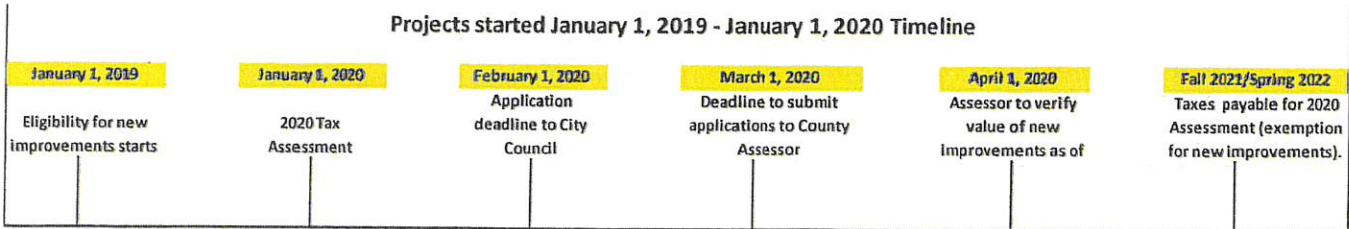
This application was: _____ Approved _____ Declined.

If declined, what was the reason: _____

Date of Council's decision: _____

Attested by the City Clerk: _____ Date: _____

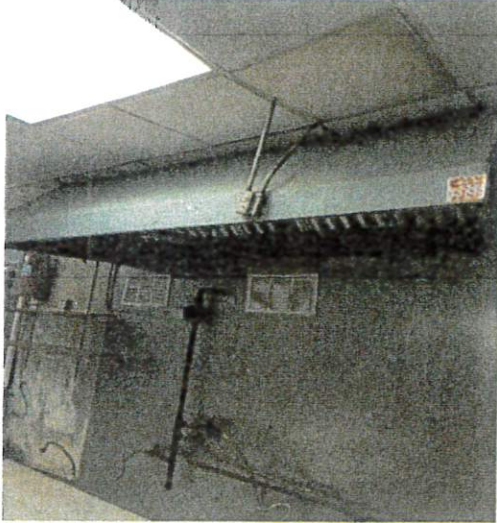
Application Timeline



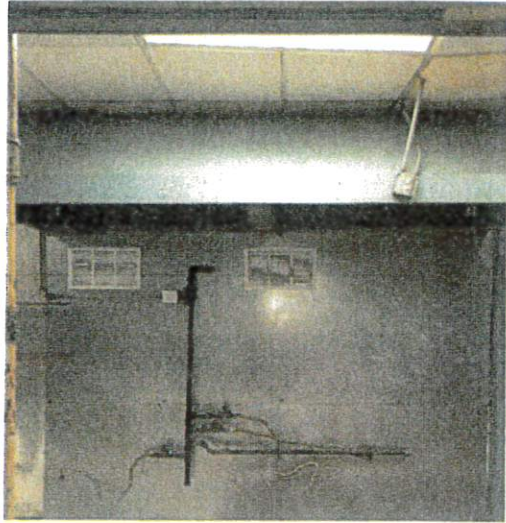
*Any application received after February 1, 2020 will not be eligible for the tax-exemption benefit until the 2021 tax assessment that is payable in the Fall 2022/Spring 2023

Mi Tierra DRIP BEFORE PHOTOS
310 CEDAR STREET

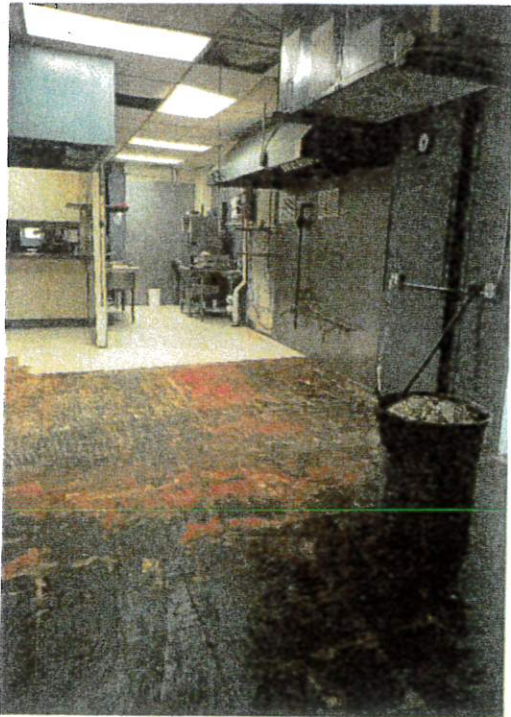
Overhead Fan



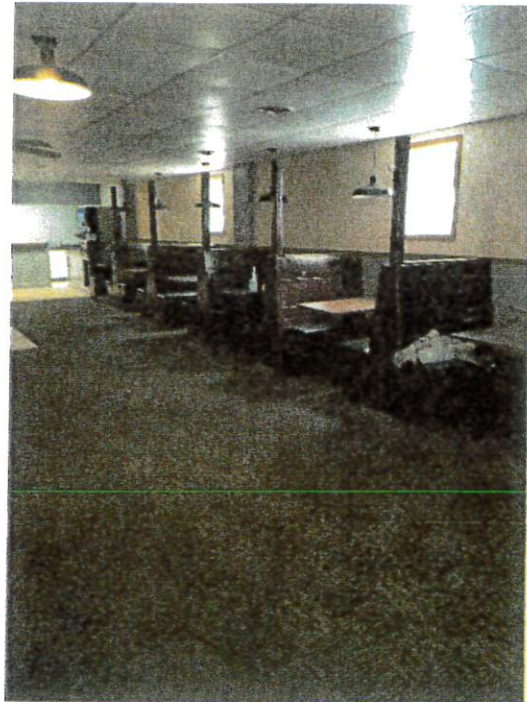
Overhead Fan

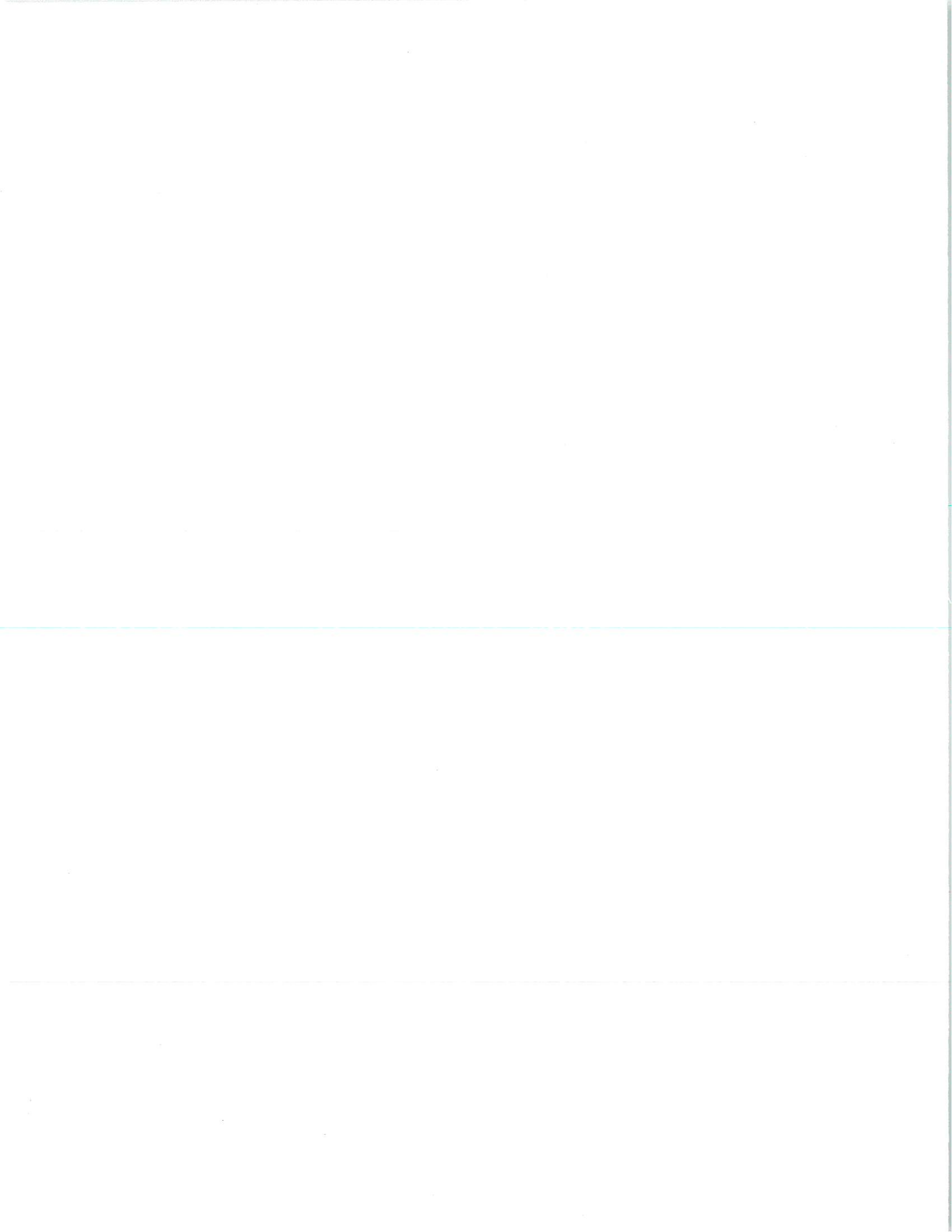


Floor in Kitchen Area

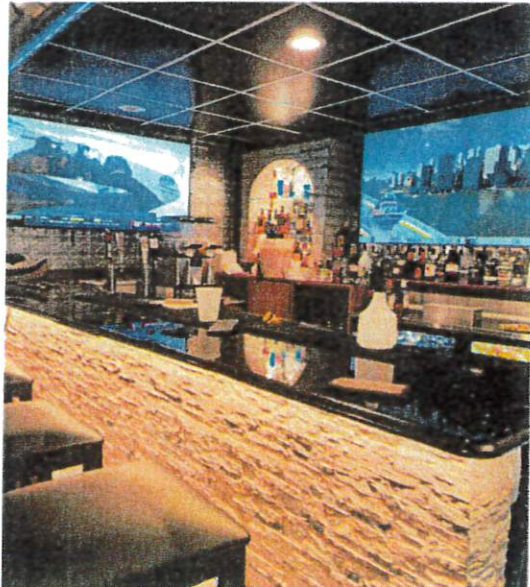


Dining





Mi Tierra Final Photos
Guillermo Pacheco



Mi Tierra Before photos

310 Cedar Street



310 CEDAR ST, TIPTON Contract: PACHECO MONTES GULLERMO Map Area: TIPPTON COMM

Urban / Commercial Deed: PACHECO MONTES GULLERMO Route: 353-050-390

Legal: N 32' LOTS 5 & 6 BLK 25 CID#: DBA: DBA: DBA: Tax Dist: 487

MLS: MLS: MLS: Plat Page: 333-06A

Subdiv: [NONE]

Checks/Tags: Lister/Date: JLH, 07/27/2010
 Review/Date: GK, 11/10/2010
 Entry Status: Inspected

Land

Land Basis	Front	Rear	Side 1	Side 2	R. Lot	SF	Acres	Depth/Unit	EFFType	Qual/Land
FF Main	32.00	32.00	100.00	100.00	0.00	3,200.00	0.074	0.88	28-16	C-29
Sub Total						3,200.00	0.074			
Grand Total						3,200.00	0.074			

Utilities

FF Main	Paved	City	Zoning
			-- NONE --

Land Use

Non Applicable

Sales

Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	Type	Appraised	B of R	St. Equalized	Pr Yr: 2021
02/26/2021	\$80,000	D0	1573 281	10/13/2021	B21069	C	\$0	Ext-Remodel	Land			\$0	
08/29/2019	\$0	D14	1482 297	6/14/2021	M21003	C	\$24,950	Kitchen Remodel	LandC	\$14,080		\$0	\$14,080
04/28/2017	\$0	D50	1361 77	4/13/2021	B21018	C	\$24,500	Roof	Dwlg			\$0	\$0
01/12/1995	\$0	D022	294-142/43	4/13/2021	B21019	C	\$14,000	Int-Remodel	Impr	\$57,280		\$0	\$57,280
									Total	\$71,360		\$0	\$71,360

Building Permits

Building Permits

Values

Values

Precomputed Structure

Occ. Code	301
Occ. Descr.	Restaurant - Fast Food
Year Built	1937
EFF. Age/Yr	80/ 1937
Condition	A NML
Description	B1 - 1S TILE / FR
Style	Tile - Wood
Stories	1
Grade	5
Base	1,300
Basement	0
1st Flr Inset Adj	0
GBA	2548

Verticals

Fig & Edin	C/Bk or Tile	8"			
Exterior wall	C/Bk or Tile - 8"	13			
Interior wall	Drywall or Equiv.	0	Panel - Softwood	0	
Pilasters					
Wall facing					
Windows	Incl. w / Base	0			
Fronts/Doors	Incl. w / Base	Average			

Horizontals

Basement	3-Ply Compo/ Wood Deck	1			
Roof	Suspended Blk-Mineral	1			
Ceiling	4" R/Concrete	1			
Struct. Floor	Carpet	1	Ceramic	1	
Floor Cover	Incl. w / Base	1			
Partitions	Wood - Average	1			
Framing	Combination FHA - AC	1			
HVAC	Restaurants (Fast Food)	1			
Electrical					
Sprinkler					

Plumbing

Toilet Room

2

Ex

Adjustments

--	--	--

Bldg / Addn	Description	Units	Year					
1 of 2								
Bldg O 301	—Restaurant - Fast Food							
Pre P 302	—Restaurant	1,300						
V	Fig & Fdln							
V	C/Blk or Tile - 8"							
V	Exterior Wall							
V	C/Blk or Tile - 8" - 13	13						
V	Interior Wall							
V	Drywall or Equiv. - 0							
V	Panel - Softwood - 0							
V	Windows							
V	Incl. w / Base - 0							
V	Fronts/Doors							
V	Incl. w / Base - Average							
H	Roof							
H	3-Ply Compo/ Wood Deck	1,300						
H	Ceiling							
H	Suspended Blk-Mineral - 1	1,300						
H	Struct. Floor							
H	4" R/Concrete - 1	1,300						
H	Floor Cover							
H	Carpet - 1	1,300						
H	Ceramic - 1	1						
H	Partitions							
H	Incl. w / Base - 1	1,300						
H	Framing							
H	Wood - Average - 1	1,300						
H	HVAC							
H	Combination FHA - AC - 1	1,300						
H	Electrical							
H	Restaurants (Fast Food) - 1	1,300						
Pmb	Toilet Room - Base	2						

Precomputed Addition

Occ. Code	301
Occ. Descr.	Restaurant - Fast Food
Year Built	1950
EFF. Age/Yr	67/ 1950
Condition	A NMML
Description	A1 - 1S CBLK /FR
Style	C,Blk - Wood
Stories	1
Grade	5
Base	1,248
Basement	0
GBA	2548

Verticals

Fig & Fdn	C,Blk or Tile	8"			
Exterior wall	C,Blk or Tile - 8"	11			
Interior wall	Panel - Softwood	0		Glassboard Paneling	0
Plasters					
Wall facing					Drywall or Equiv.
Windows	Incl. w / Base	0			
Fronts/Doors	Incl. w / Base	Average			

Horizontals

Basement	3-Ply Compou/ Wood Deck				
Roof	Suspended Blk-Fiber	1		Suspended Blk-Mineral	1
Ceiling	4" RC Concrete	1			
Struct. Floor	Vinyl Tile-Solid	1		Carpet	1
Floor Cover	Incl. w / Base	1			
Partitions	Wood - Average	1			
Framing	Combination FHA - AC	1			
HVAC	Restaurants (Fast Food)	1			
Electrical					
Sprinkler					

Plumbing

Lavatory	1	B	Ex
Sink-Kitchen	1	B	Ex
Stainless St Triple Sinks -	1	B	Ex

Adjustments

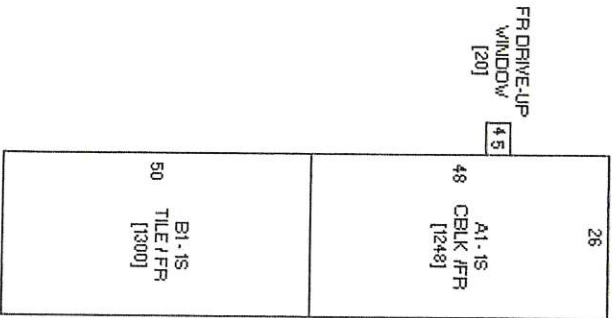
Eqpt / Addn	Description	Units	Year				
AdIn 1	O 301 --Restaurant - Fast Food						
Pre	P 301 --Restaurant - Fast Food	1,248					
V	Fig & Fdtn						
V	C/Blk or Tile - 8"						
V	Exterior Wall						
V	C/Blk or Tile - 8" - 11	11					
V	Interior Wall						
V	Panel - Softwood - 0						
V	Glassboard Paneling - 0						
V	Drywall or Equiv. - 0						
V	Windows						
V	Incl. w / Base - 0						
V	Fronts/Doors						
V	Incl. w / Base - Average						
H	Roof						
H	3-Ply Compo/ Wood Deck	1,248					
H	Ceiling						
H	Suspended Blk-Fiber - 1	1,248					
H	Suspended Blk-Mineral - 1	1					
H	Struct. Floor						
H	4" R/Concrete - 1	1,248					
H	Floor Cover						
H	Vinyl Tile-Solid - 1	1,248					
H	Carpet - 1	1					
H	Partitions						
H	Incl. w / Base - 1	1,248					
H	Framing						
H	Wood - Average - 1	1,248					
H	HVAC						
H	Combination FHA - AC - 1	1,248					
H	Electrical						
H	Restaurants (Fast Food) - 1	1,248					
PInb	Lavatory - Base	1					
PInb	Sink-Kitchen - Base	1					
PInb	Stainless Slt Triple Sinks - 6' - Base	1					
1 of 4	Cold Storage	1	1950				
2 of 4	96 SF. Cooler, 18 SFSA Door, No Door						
2 of 4	Cold Storage	1	1950				
3 of 4	48 SF. Freezer, 18 SFSA Door, No Door						
3 of 4	Door	1	1950				
3 of 4	O.H. Door - Manual, 5 Ft Wide, 7 Ft High						

1

1950

P.Y-1	Yr'd	Description	Units	Card	Year	
1	1	1 -- Sign Poles (Wood and Steel) 16 LF, 15' Steel, 12 Diameter		NML	1990	

Prior Year	Comment	Value Type	Location	Class	Land Value	Dwelling Value	Improvement Value	M & E Value	Total Value
2021	AFTER EQUALIZATION	Appr	Urban	Comm	\$14,080	\$0	\$57,280	\$0	\$71,360
2021	AFTER BOR	Appr	Urban	Comm	\$14,080	\$0	\$57,280	\$0	\$71,360



Sketch 1 of 1

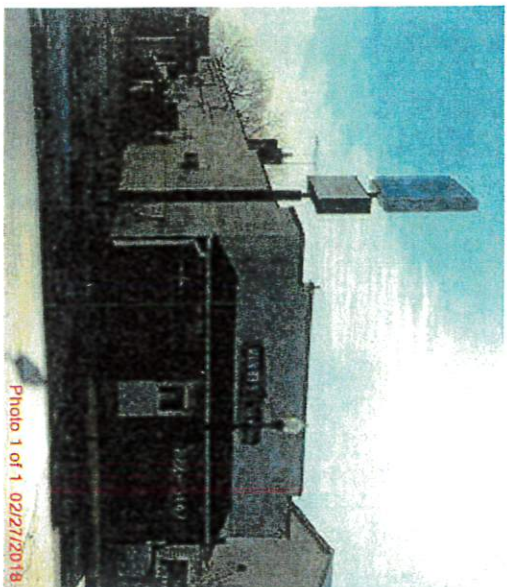


Photo 1 of 1 02/27/2018