

City of Tipton, Iowa

Meeting: Tipton Special City Council Meeting
Place: Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772
Date/Time: Monday, April 24, 2023, 5:30 p.m.
Web Page: www.tiptoniowa.org
Posted: Friday, April 21, 2023 (Front door of City Hall & City Website)

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

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

You can also dial in using your phone.

Access Code:

642-904-677

United States (Toll Free):

[1 866 899 4679](tel:18668994679)

Mayor: Bryan Carney

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

A. Call to Order

B. Roll Call

C. Pledge of Allegiance

D. Agenda Additions/Agenda Approval

E. 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 – Tipton Revitalization Incentive Program (TRIP) request, Rhonda Taylor DBA: Taylor Tots Family Childcare Center, LLC, 1325 Cedar Street
2. Approval – Purchase 3 phase transformers from WESCO to be used in upcoming projects (*see enclosed synopsis and motion for approval*)
3. Approval – Permission to block off Cedar to Meridian on 5th Street, Meridian from 5th to 4th Street, and use city parking area in the courthouse lot for a car show on the 4th of July

F. Public Hearing

1. Public hearing on proposed Fiscal Year 2023-2024 Budget
2. Public hearing on proposal to enter into a James Kennedy Family Aquatic Center Loan Agreement

G. City Business

1. Resolution No. 042423A: Resolution approving the City of Tipton Fiscal Year 2023-2024 Annual Budget
2. Resolution No. 042423B: Resolution setting the time and place for a public hearing for the purpose of soliciting written and oral comments on the City's proposed Fiscal Year 2022-2023 budget amendment.
3. Resolution No. 042423C: Resolution setting a second public hearing regarding the North-North Plum Street improvements project 2023
4. Resolution No. 042423D: Resolution taking additional action on proposals to enter into a James Kennedy Family Aquatic Center loan agreement, combining loan agreements, setting date for the sale of General Obligation Corporate Purpose Bonds, Series 2023, and authorizing the use of a preliminary official statement in connection therewith. (*Preliminary official statement available upon request due to its size*)
5. Resolution No. 042423E: Resolution scheduling public hearing on proposed sale of City owned real estate (1011 Cedar Street, Tipton, IA)
6. Ordinance No. 589: Ordinance amending Chapter 65, stop or yield required, Section 65.01, of the City Code of Ordinances (*First Reading*)

H. 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.

AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	04/24/2023
AGENDA ITEM:	TRIP Program Request
ACTION:	Motion to approve, deny or table

SYNOPSIS:

Tipton Revitalization Incentive Program (TRIP) request to begin project

Applicant: Rhonda Taylor DBA: Taylor Tots Family Childcare Center, LLC
Building: 1325 Cedar Street

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

Total amount of project: \$19,995.05 for a Commercial Grant to install new flooring throughout most of the building

Amount suggested to approve by the Commission to begin project and reimbursement of \$7,500 will be made after project is completed and paid invoices approved.

Project Summary:

- Carpet installation
- Sheet vinyl installation/prep
- Vinyl planks installation/prep

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

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

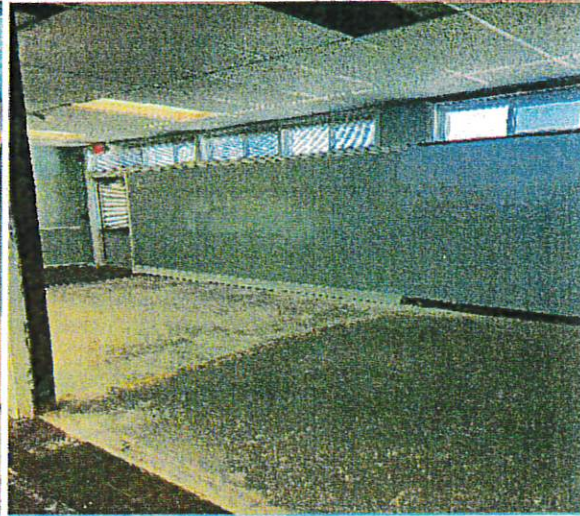
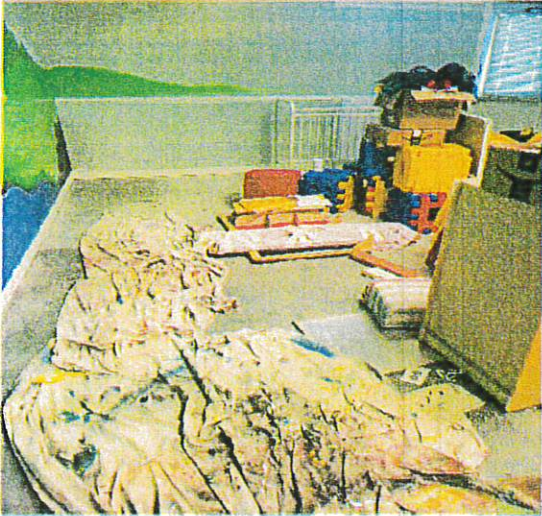
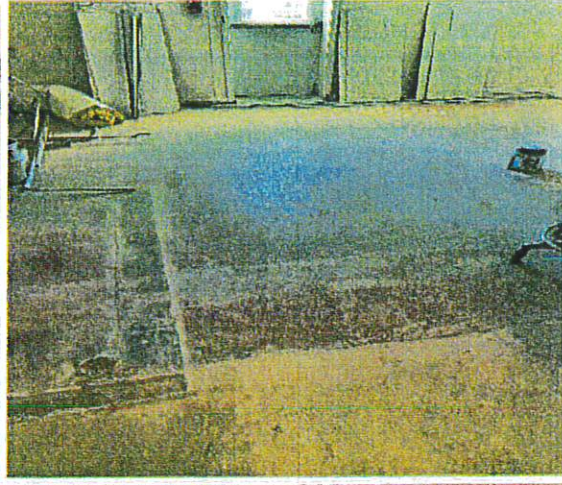
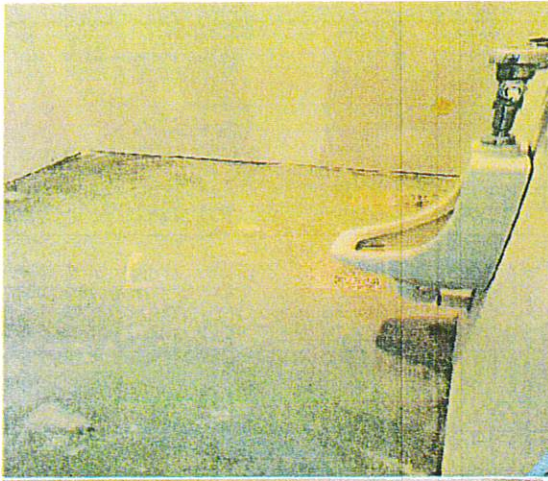
MAYOR/COUNCIL ACTION: Approve, deny or Table

ATTACHMENTS: Pictures

PREPARED BY: Linda Beck

DATE PREPARED: 4/20/2023

Rhonda Taylor DBA Taylor Tots Family Childcare Center, LLC
1325 Cedar Street
Before pictures of flooring



AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE: 4/24/2023

AGENDA ITEM: Transformers (Solar)

ACTION: Discussion/Possible Action to purchase 3 transformers as follows:
WESCO (2) 500-kva and (1) 1000-kva for a total cost of \$122,268

SYNOPSIS: With the possibility of a Utility solar project and various other projects coming up the inventory is needing to be increased. The 3 phase transformers for these can be used for either project (solar or regular projects). I was hoping that lead times and pricing would start to come down but that isn't the case. A typical 500-kva transformer will accommodate a 500-kw solar array, while a 1000-kva transformer will accommodate a 1000-kw (1 megawatt) solar array. These mentioned transformers are also used in locations like Co-op, CDS, and Cedar Poly.

I would like to recommend purchasing transformers to replace what has been used and what could be used, since the lead time is so much longer than it once was. I have attached 3 vendors. WESCO, UTB and Emerald, all transformers are new not reconditioned.

WESCO: 500-kva \$29,208 20 weeks
1000-kva \$63,852 35 weeks

UTB: 500-kva \$50,000 8-10 weeks
1000-kva \$68,300 8-10 weeks

Emerald: 500-kva \$22,125 64-66 weeks
1000-kva Not currently available

My recommendation would be with WESCO (2) 500-kva and (1) 1000-kva. **Total \$122,268**

BUDGET ITEM: Yes

RESPONSIBLE DEPARTMENT: Electric

MAYOR/COUNCIL ACTION: Discussion and Possible Approval

ATTACHMENTS: Yes

PREPARED BY: Jon Walsh

DATE PREPARED: 4/20/2023

AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE: 4/24/2023

AGENDA ITEM: Block Cedar to Meridian on 5th Street, Meridian from 5th to 4th Street, and use city parking area in courthouse lot for car show on the 4th of July

ACTION: Motion to approve, deny or table

SYNOPSIS: SYNOPSIS: Rodney Ohrt would like to sponsor a car show on July 4th and proceeds of this event will be given to the Hardacre Theater. Rodney requests blocking Cedar to Meridian on 5th Street, Meridian from 5th to 4th Street, and use city parking area in courthouse lot for cars/trucks to park. Participating vehicles would be asked to arrive at 8 am to park their vehicle. The car show would be from 9 am – 1 pm.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

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

ATTACHMENTS: None

DATE PREPARED: 4/18/23

RESOLUTION NO. 042423A

**RESOLUTION APPROVING THE CITY OF TIPTON FISCAL YEAR 2023-2024
ANNUAL BUDGET**

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

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

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

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

Fund	From Account Number	Fund	To Account Number	Request
Ambulance	001-5-160-5-69100	Ambulance Trust	001-4-660-4-4830	\$ 16,720.00
Local Access Channel	001-5-919-5-69100	Fin & Adm	001-4-620-4-4830	\$ 20,000.00
Emergency Fund	119-5-910-5-69100	PW - Street	001-4-210-4-4830	\$ 31,865.00
LOST	121-5-910-5-69100	Econ Dev.	001-4-525-4-4830	\$ 87,500.00
		Fin & Adm	001-4-620-4-4830	\$ 87,500.00
		Econ Dev. CIP Expenses	224-4-710-4-4830	\$ 22,950.00
		Park CIP Expenses	001-4-430-4-4830	\$ 7,540.00
		JKFAC CIP Expenses	001-4-465-4-4830	\$ 13,375.00
		RUT	110-4-210-4-4830	\$ 131,135.00
Econ Dev. CIP Repayment	001-5-525-5-69100	LOST	121-4-910-4-4830	\$ 10,000.00
TIF	125-5-910-5-69100	Economic Dev.	160-4-520-4-4830	\$ 73,418.00
Police CIP	001-5-110-5-69100	Central Garage CIP	810-4-899-4-4830	\$ 5,000.00
Transfer Total				\$ 507,003.00
RUT	001-5-910-5-69100	PW - Street	001-4-210-4-4830	\$ 19,000.00
		PW - General	001-4-299-4-4830	\$ 8,000.00

Water	600-5-810-5-69100	Fin & Adm	001-4-620-4-4830	\$ 41,850.00
Wwater	610-5-910-5-69100	Fin & Adm	001-4-620-4-4830	\$ 39,195.00
Electric	630-5-910-5-69100	Fin & Adm	001-4-620-4-4830	\$ 256,352.00
Gas	640-5-910-5-69100	Fin & Adm	001-4-620-4-4830	\$ 123,454.00
Garbage	670-5-910-5-69100	Fin & Adm	001-4-620-4-4830	\$ 35,499.00
Recycling	670-5-910-5-69100	Fin & Adm	001-4-620-4-4830	\$ 4,185.00
Storm Water	740-5-910-5-69100	Fin & Adm	001-4-620-4-4830	\$ 6,953.00
PILOT Total				\$ 534,488.00
PW - Streets	001-5-210-5-69101	Debt. Srvc	216-4-710-4-4830	\$ 31,355.00
		Debt. Srvc	222-4-710-4-4830	\$ 17,765.00
Water-Snkng	600-5-910-5-69101	Debt. Srvc	222-4-710-4-4830	\$ 4,180.00
		Debt. Srvc	228-4-710-4-4830	\$ 33,850.00
Wstwtr -Snkng	610-5-910-5-69101	Debt. Srvc	208-4-815-4-4830	\$ 208,080.00
		Debt. Srvc	208-4-816-4-4830	\$ 204,308.00
		Debt. Srvc	222-4-710-4-4830	\$ 3,527.25
		Debt. Srvc	228-4-710-4-4830	\$ 15,600.00
Electric	630-5-910-5-69101	Debt. Srvc	203-4-820-4-4830	\$ 227,900.00
		Debt. Srvc	228-4-710-4-4830	\$ 8,375.00
Fire Ent Trust	192-5-910-5-69101	Debt. Srvc	226-4-710-4-4830	\$ 65,586.12
Airport	660-5-910-5-69101	Debt. Srvc	222-4-710-4-4830	\$ 4,180.00
Amb Trust	001-5-660-5-69101	Debt. Srvc	222-4-710-4-4830	\$ 16,720.00
Stm Wtr	740-5-910-5-69101	Debt. Srvc	222-4-710-4-4830	\$ 1,175.75
		Debt. Srvc	228-4-710-4-4830	\$ 53,750.00

TIF	125-5-910-5-69100	Debt. Srvc	228-4-710-4-4830	\$ 162,953.00
Debt Service Total				\$ 1,059,305.12
Trust & Agency	112-5-910-5-69100	Fin & Adm	001-4-620-4-4832	\$ 571,235.00
Trust & Agency Total				\$ 571,235.00
Electric Op	630-5-910-5-69120	Fire	001-4-150-4-4833	\$ 7,583.64
		Ambulance	001-4-160-4-4833	\$ 2,807.57
		Traffic Lights	110-4-240-4-4833	\$ 727.19
		Library	001-4-410-4-4833	\$ 4,749.43
		Com Dev	001-4-525-4-4833	\$ 927.14
		Fnn & Admn	001-4-620-4-4833	\$ 33,252.82
		Electric	630-4-820-4-4833	\$ 31,883.59
		Airport	660-4-835-4-4833	\$ 3,429.01
		Central Grg	810-4-899-4-4833	\$ 4,261.61
Utility Transfer Total				\$ 89,622.00
Debt Srvc Levy	Park, Library, FD Air Packs, Cemetery, JKFAC	Park, Library, FD Air Packs, Cemetery, JKFAC	222-4-710-4-4000	\$ 56,954.00
Debt Srvc Levy	2018 Street Projects	2018 Street Projects	224-4-710-4-4000	\$ 152,389.00
Debt Srvc Levy	GO Bond 2021	GO Bond 2021	226-4-710-4-4000	\$ 169,774.00
Debt Service Levy Total				\$ 209,343.00
Backfill	2018 Street Projects	2018 Street Projects	224-4-710-4-4464	\$ 7,046.00
Backfill	2018 Street Projects	2018 Street Projects	224-4-710-4-4464	\$ 20,168.00
Backfill Total				\$ 27,214.00
GF Cash	001-1010	GF CIPs		\$ 134,500.00
Econ/Ind. Cash	160-1010	Revolving Loan Fund		\$ 41,582.00
Cash Account Transfer Total				\$ 176,082.00

**TOTAL TRANSFER
IN/OUT**

**\$
2,761,653.12**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tipton, Iowa, hereby approves the Adoption of Budget and Certification of City Taxes for FY 2023-2024

PASSED AND APPROVED this 24th day of April 2023.

Bryan Carney, Mayor

ATTEST: _____
Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution 042423A which was passed by the Tipton City Council this 24th day of April 2023.

Amy Lenz, City Clerk

RESOLUTION NO. 042423B

A RESOLUTION SETTING THE TIME AND PLACE FOR A PUBLIC HEARING FOR THE PURPOSE OF SOLICITING WRITTEN AND ORAL COMMENTS ON THE CITY'S PROPOSED FISCAL YEAR 2022-2023 BUDGET AMENDMENT

WHEREAS, the City Council of the City of Tipton, Iowa, previously approved the annual budget for Fiscal Year 2022-2023; and

WHEREAS, a budget amendment is necessary to permit the appropriation and expenditure of amounts anticipated to be available from sources other than property taxation, and which had not been anticipated in the budget in accordance with Iowa Code 384.18.2; and

WHEREAS, Iowa Code 384.16.3 requires a public hearing on the proposed budget amendment where any resident or taxpayer of the City may present to the Council objections to any part of the budget amendment for the current fiscal year or arguments in favor of any part of the budget amendment before its adoption and certification to the County Auditor; and

WHEREAS, interested residents or taxpayers having comments for or against these proposals may appear and be heard at the public hearing at the City Council meeting on May 15, 2023 at 5:30 p.m. at the Tipton Fire Department, 301 Lynn Street, Tipton, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tipton, Iowa, that this confirms that the council orders the publication of a notice of public hearing pertaining to the adoption of the Fiscal Year 2022-2023 budget amendment not less than ten (10) days nor more than twenty (20) days prior to the date set for the hearing.

PASSED AND APPROVED this 24th day of April 2023.

Bryan Carney, Mayor

ATTEST: _____
Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution No. 042423B which was passed by the Tipton City Council this 24th day of April 2023.

Amy Lenz, City Clerk

RESOLUTION 042423C

RESOLUTION SETTING A SECOND PUBLIC HEARING REGARDING THE NORTH-NORTH PLUM STREET IMPROVEMENTS PROJECT 2023

WHEREAS, the City Council of the City of Tipton wishes to pursue a street reconstruction/storm water project on N Plum Street (north of North Street,) a second public hearing shall be conducted as follows to consider revised plans and cost estimates:

The public hearing will be held at **5:30 P.M. on May 15, 2023**, at the Council Chambers, Fire Station, 301 Lynn Street, Tipton, Iowa, in accordance with the provisions of Chapter 384, Code of Iowa. The City of Tipton reserves the right to reject any and all bids. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed contract, and the estimate of cost for the project.

AND, WHEREAS, the Projects Plans and Specifications are available to the public at Tipton City Hall and show that the Project has two alternates to bid on:

Alternate 1: 31 feet wide – with white paint 2 feet from each edge, no curb and gutter.

Alternate 2: 31 feet wide with curb and gutter.

AND, WHEREAS, the Engineer's estimated construction costs are:

	<u>Pavement</u>	<u>Storm</u>	<u>Total</u>
Alternate 1:	\$406,391	\$ 62,586	\$468,977
Alternate 2:	\$425,339	\$145,052	\$570,391

AND, WHEREAS, the bidding schedule is largely yet to be determined:

April 24: Set Public Hearing
May 15: Public Hearing. Consider resolution to approve plans/specs.
May TBD: Finalization of all project-related temporary easements.
June TBD: Dates for taking bids and the bid opening.
June TBD: Possible resolution making an award.
(Once started: Project is estimated to take 10-12 weeks.)

NOW, THEREFORE, Be It Resolved, the City Council of the City of Tipton does hereby set Monday, May 15, 2023 at 5:30 p.m. at the Tipton Fire Station, 301 Lynn Street as the public hearing's date and location.

PASSED AND APPROVED this 24th day of April 2023.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution _____ which was passed by the Tipton City Council this 24th day of April 2023.

Amy Lenz, City Clerk

MINUTES TO HOLD HEARING ON ENTERING INTO LOAN AGREEMENT, COMBINE LOAN AGREEMENTS, SET DATE FOR SALE OF BONDS AND AUTHORIZE OFFICIAL STATEMENT

419554-48

Tipton, Iowa

April 24, 2023

The City Council of the City of Tipton, Iowa, met on April 24, 2023, at 5:30 o'clock p.m., at the Fire Station, 301 Lynn Street, Tipton, Iowa.

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

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into a General Obligation Aquatic Center Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$400,000, the City Clerk announced that no petition had been filed asking that the question of entering into the loan agreement be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of the loan agreement. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

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

Ayes: _____

Nays: _____.

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

• • • •

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

Mayor

Attest:

City Clerk

RESOLUTION NO. 042423 D

Resolution taking additional action on proposals to enter into Aquatic Center Loan Agreement, combining Loan Agreements, setting date for the sale of Bonds and authorizing the use of a preliminary official statement in connection therewith

WHEREAS, the City of Tipton (the "City"), in Cedar County, State of Iowa, heretofore proposed to enter into a loan agreement (the "Essential Purpose Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$3,800,000 for the purpose of paying the costs, to that extent, of (a) constructing street, water system, storm water drainage, sanitary sewer system and sidewalk improvements; and (b) acquiring and installing street lighting, signage and signalization improvements, and has published notice of the proposed action and has held a hearing thereon on April 3, 2023; and

WHEREAS, the City also proposed to enter into a loan agreement (the "General Purpose Loan Agreement" and, together with the Essential Purpose Loan Agreement, the "Loan Agreements") and to borrow money thereunder in a principal amount not to exceed \$80,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of constructing electric utility improvements, and in lieu of calling an election upon such a proposal, has published notice of the proposed action and has held a hearing thereon, and as of April 3, 2023, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a General Purpose Loan Agreement (the "Aquatic Center Loan Agreement" and together with the Essential Purpose Loan Agreement, and the General Purpose Loan Agreement, the "Loan Agreements") and to borrow money thereunder in a principal amount not to exceed \$400,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking improvements at the municipal aquatic center, and in lieu of calling an election upon such a proposal, has published notice of the proposed action and has held a hearing thereon, and as of April 24, 2023, no petition had been filed with the City asking that the question of entering into the Aquatic Center Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, the City Council intends to combine the Loan Agreements into a single loan agreement (the "Loan Agreement"); and

WHEREAS, the City shall issue General Obligation Corporate Purpose Bonds, Series 2023 (the "Bonds") in evidence of its obligation under the Loan Agreement; and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of the Bonds in evidence of the obligations of the City under the Loan Agreement and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by Speer Financial, Inc., as municipal financial advisor (the "Municipal Advisor") to the City; and

WHEREAS, it is now necessary to set the date for the sale of the Bonds and to authorize the Municipal Advisor to facilitate such sale; and

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

Section 1. The Loan Agreements are hereby combined into the Loan Agreement. The City Council hereby determines to enter into the Loan Agreement in the future and orders that the Bonds be issued correspondingly at such time, in evidence thereof. The City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa.

Section 2. The City staff is hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of the Municipal Advisor, to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 3. The use by the Municipal Advisor of the P.O.S. relating to the Bonds in substantially the form as has been presented to and considered by the City is hereby approved, and the Municipal Advisor is hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the City Clerk and/or City Manager are hereby authorized and directed to execute a final Official Statement for the Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 4. Sealed bids for the purchase of the Bonds shall be received and canvassed on behalf of the City until 11:00 o'clock a.m. on May 22, 2023, at the City Hall, in the City, and the City Council shall meet on the same date at _____ o'clock __.m., at City Hall, 407 Lynn Street, Tipton, Iowa for the purpose of considering such bids received and considering and passing a resolution providing for the award of the Bonds, and the Municipal Advisor is hereby authorized and directed to disseminate the notice of said sale, in compliance with the Internal Revenue Service regulations governing “Issue Price” determinations, such notice to minimally contain information regarding Establishment of Issue Price set forth in the “Terms of Offering” attached to the P.O.S. and to be in such form as the Municipal Advisor may deem to be appropriate.

Section 5. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the Municipal Advisor to use electronic bidding procedures for the sale of the Bonds through Speer Auction®, and hereby finds and determines that the Speer Auction® competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Further action with respect to the Loan Agreement is hereby adjourned to the City Council meeting scheduled for May 22, 2023.

Section 8. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 24, 2023.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
CEDAR COUNTY
CITY OF TIPTON

SS:

I, the undersigned, City Clerk of the City of Tipton, do hereby certify that attached hereto is a true and correct copy of all of the proceedings of the City Council relating to taking additional action on Aquatic Center Loan Agreement, combining Loan Agreements, fixing a date for the sale of the General Obligation Corporate Purpose Bonds, Series 2023 and approving a preliminary official statement for the sale of the Bonds, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2023.

City Clerk

RESOLUTION NO. 042423E

A RESOLUTION SCHEDULING PUBLIC HEARING ON PROPOSED SALE OF CITY OWNED REAL ESTATE (1011 CEDAR STREET, TIPTON, IOWA.)

WHEREAS, the City of Tipton, Iowa owns the following described property:

Lot Eight (8) and the North Half (1/2) of Lot Seven (7) of Block Four (4) in the Northwestern Improvement Company's Addition to the City of Tipton, Cedar County, Iowa

(a/k/a 1011 Cedar Street, Tipton, Iowa)

WHEREAS, the City previously negotiated the acquisition of title to this property through the prior owner of the property, the property being in violation of various City Codes related to property maintenance, and

WHEREAS, after taking ownership the City advertised for RFP's on this property and after the receipt and consideration of RFP's determined it appropriate to approve the proposed purchase of the property by Lynch Excavating, LLC, and a Purchase Agreement setting out those terms and conditions has now been drafted and approved by Lynch Excavating, said purchase agreement being subject to Council approval after setting and holding a Public Hearing regarding the sale of said City owned real estate, and

WHEREAS, The City Council finds the transfer of the property to Lynch Excavating, Inc. consistent with the terms of the Purchase Agreement, to be consistent with the intentions and goals of the City of Tipton, and otherwise appropriate, and

WHEREAS, Iowa Code Section 364.7 requires that a public hearing be held prior to the transfer of City owned real estate.

NOW, THEREFORE, BE IT RESOLVED that a public hearing on the proposed sale of the City owned real estate located at 1011 Cedar Street, Tipton, Iowa shall be set for 5:30 p.m. on May 1, 2023 during a Regular Tipton City Council meeting, held in the City Council chambers located at the Fire Station, 301 Lynn Street, Tipton, IA, at which time the City Council shall receive written and/or oral comments concerning the proposed disposition and sale of the above-described real estate to Lynch Excavating, Inc., before considering a Resolution authorizing said sale; the City Clerk shall cause notice of said public hearing, in the form attached hereto marked Exhibit "A", to be published at least once, not less than four (4) nor more than twenty (20) days prior to the date set for said hearing, in a newspaper of general circulation in the City of Tipton, Iowa.

PASSED AND APPROVED this ____ day of _____ 2023.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

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

Amy Lenz, City Clerk

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is entered by and between the **CITY OF TIPTON , IOWA**, an Iowa Municipal Corporation ("SELLER"), and **LYNCH'S EXCAVATING ("BUYER")**, as of the date of last signature set forth below ("Effective Date").

SELLER is the owner of the real property ("PROPERTY") situated in the City of Tipton, Cedar County, Iowa, locally known as 1011 Cedar Street, Tipton, Iowa 52772, Parcel No. 0480-07-310-011-0, and legally described as follows:

NW IMP N ½ Lot 7 & All of Lot 8, BLK 4

Lot Eight (8) and the North Half (1/2) of Lot Seven (7) of Block Four (4) in the Northwestern Improvement Company's Addition to the City of Tipton, Cedar County, Iowa

SELLER agrees to sell, and BUYER agrees to purchase the PROPERTY, together with any easements and appurtenant servient estates, and subject to any easements of record for public utilities or roads; any zoning restrictions; restrictive covenants, and/or mineral reservations of record, if any, upon the following terms and conditions:

PURCHASE PRICE. The Purchase Price shall be Six-Thousand and 0/100 dollars (\$6,000.00) upon performance of SELLER'S obligations and satisfaction of BUYER'S contingencies with adjustment for such closing costs as are customary or otherwise provided for in this Agreement, to be added to or deducted from this amount. As further consideration for this Agreement BUYER agrees, at BUYER'S expense, to make the following property improvements, and/or to use the property, consistent with and on the schedule provided below:

1. Demolish all structures on the property, including the home, all foundations, the small shed in the NW corner of the property, two (2) outside cisterns, and any trees deemed to be unhealthy or in poor condition, as determined by BUYER or at the direction of the City of Tipton Public Works Director.
 - a. During demolition activity, fence the property for safety purposes.
 - b. When filling voids, such as the basement, use good compactible clay in anticipation of and preparation for construction of improvements on the site.
2. Prior to demolition activity, cap the sanitary sewer service line and terminate water service to the property at the direction, and under the supervision, if necessary, of the City of Tipton.
3. Import, place, and level topsoil in all disturbed areas. Grade the site for positive drainage.
4. Seed all disturbed areas with a lawn mixture, water and control weeds until lawn is established.

5. Install and utilize property erosion control during and after demolition until seeding takes hold.
6. To the extent demolition process creates ruts, potholes, etc., in the adjacent alleyway, appropriate type and quantity of gravel will be applied and appropriately graded with the approval of City PW staff and under their direction and oversight as appropriate.
7. The above steps, one (1) through seven (7) shall be completed by no later than thirty (30) days following real estate closing.
8. Maintain lawn and lot consistent with City Code requirements until PROPERTY is developed.
9. BUYER agrees that all Work shall comply with relevant provisions of the City Code and to obtain all necessary permits and undergo all necessary inspections.
10. BUYER shall not sell the property to a third-party until BUYER has completed steps numbered one (1) through seven (7) above, without the express written consent of the SELLER. The provisions of this Agreement, generally, and this Paragraph, specifically, shall survive closing.
11. BUYER and any subsequent purchaser further agree that any development/construction on the Property shall be new construction. (New modular home or new stick built home; no structures shall be relocated from another property and moved to this property.) This provision shall survive closing and shall be included in an agreement to be entered into by the SELLER and BUYER, along with other relevant terms and conditions of this Agreement to be preserved.

12. **RIGHT OF REVERSION.** Notwithstanding anything herein to the contrary, and as security for BUYER'S obligation to perform the steps set out within paragraphs numbered one (1) through seven (7) under the heading PURCHASE PRICE above, SELLER hereby agrees to grant SELLER a Right of Reversion which may be exercised by SELLER, in its reasonable discretion, if BUYER fails to complete the steps set forth in paragraphs one (1) through (4) above by May 2, 2023.

To exercise SELLER'S right of reversion, SELLER shall issue BUYER a written notice to cure providing SELLER thirty (30) days in which to come into compliance with the agreement. Should BUYER fail to comply with SELLER'S written notice to cure, BUYER agrees to execute and deliver to SELLER, within thirty (30) days of the expiration of BUYER'S period to cure, a Quit Claim Deed and any other documents necessary to convey title to the Property to SELLER. BUYER further agrees to take all reasonable steps to ensure SELLER acquires marketable title to the Property, including without limitation satisfying any lien, mortgage, or other similar debt obligation encumbering the Property. BUYER acknowledges and understands the exercise of SELLER'S right of reversion shall entitle SELLER to ownership of the Property, as improved by BUYER, including all improvements and betterments including fixtures attached to the Property with no remuneration to BUYER, and that BUYER will forfeit to the SELLER the Six-Thousand and 0/100 dollars \$6,000.00 purchase price.

Further, SELLER reserves the right to enforce the terms of this Agreement, including the right of reversion, by instituting a legal action for specific performance and/or to quiet title in SELLER. SELLER shall be entitled to compensation for attorney fees and court costs in such an action.

SELLER'S reversionary right with respect to the PROPERTY shall terminate and be of no further force and effect the earlier of when BUYER (or its permitted successors, assigns, or transferees) completes steps one (1) through seven (7) referenced above. SELLER agrees to execute any documents reasonably requested by BUYER to evidence termination of the City's reversionary right as set forth herein.

This provision shall survive closing and shall be included in an agreement to be entered into by the SELLER and BUYER, along with other relevant terms and conditions of this Agreement to be preserved.

1. **REAL ESTATE TAXES.** SELLER shall pay all real estate taxes accrued through the date of Real Estate Closing. (SELLER is tax exempt, and there will, therefore, be no accrued taxes to be paid.) BUYER assumes responsibility for all taxes accruing from and after the real estate closing to the extent required by law.

2. **SPECIAL ASSESSMENTS.** SELLER is an Iowa municipal corporation, and the Property is exempt from special assessments, and SELLER affirmatively states that there are no special exemptions against the property. BUYER shall pay all subsequent special assessments to the extent required by law.

3. **RISK OF LOSS AND INSURANCE.** SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs, provided SELLER shall have the right but not the obligation to repair such damage. In the event the Property is damaged prior to closing or possession this Agreement shall continue in force and effect until either party rescinds the Agreement after giving thirty (30) days written notice to the other party.

4. **POSSESSION AND CLOSING.** If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on the date of closing, and any adjustments of rent, insurance, interest, and all charges attributable to SELLER'S possession shall be made as of the date of closing. This transaction shall be considered closed, and BUYER shall take possession, upon the filing of title transfer documents and receipt of all funds due at closing from BUYER under this Agreement. Closing shall be held upon agreement of the parties.

5. **CONDITION OF PROPERTY.** SELLER makes no warranties, expressed or implied, as to the condition of the Property and BUYER shall take possession to the Property "as is." BUYER acknowledges BUYER has made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.

6. **ABSTRACT AND TITLE.** SELLER agrees to provide an Abstract of Title to the property to BUYER which may be updated at BUYER'S expense. If BUYER'S attorney

determined that the Abstract does not show marketable title in SELLER in conformity with Iowa law, and title standards of the Iowa State Bar Association, BUYER may request SELLER make reasonable efforts to perfect title, provided SELLER shall be under no obligation to do so. If closing is delayed due to SELLER'S inability to perfect title, or election not to perfect title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving thirty (30) days written notice to the other party.

7. **DEED.** Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Quit Claim Deed prepared by SELLER at SELLER'S expense.

8. **SURVEY.** BUYER, at its expense, may have the Property surveyed and certified by a registered land surveyor prior to closing.

9. **ENVIRONMENTAL MATTERS.** SELLER warrants to the best of its knowledge and belief there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks located on the Property, which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants the property is not subject to any local, state or federal judicial or administrative action, investigation or order regarding wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks.

10. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** SELLER represents and warrants to BUYER the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

11. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

12. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYER. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

13. **REMEDIES OF PARTIES.**

- A. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER'S option, upon thirty (30) days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during

which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

- B. If SELLER fails to timely perform this Agreement, BUYER has the right to have all payments made returned to it and declare this Agreement null and void.
- C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

14. **REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction.

15. **CERTIFICATION.** BUYER and SELLER each certify that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

16. **APPROVAL BY CITY COUNCIL.** This Agreement shall be expressly contingent upon approval by the City Council for Tipton, Iowa after the scheduling and holding of a Public Hearing as required by law.

17. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means such as PDF or a similar format. BUYER and SELLER agree that delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

18. **ADDITIONAL PROVISIONS.**

- A. As noted in the RFP, and previously herein, BUYER is responsible for abstracting costs, recording fees related to any and all documents required to be recorded that are associated herewith, transfer tax, City publication expenses related to the Public Hearing Notice associated with the proposed sale, surveying, if any, and attorney's fees in the total amount of \$300.00.

19. **EXECUTION.** When and if executed by both SELLER and BUYER, this Agreement shall become a binding contract.

BUYER

**Larry Lynch
Lynch Excavating, Inc.**

Dated this _____ day of _____ 202__

By: _____
Larry Lynch

Address: Larry Lynch
Lynch Excavating, Inc.
1967 Baker Avenue
West Branch, IA 52358

Telephone: (319) 643-7135
lynchexcinc@gmail.com

SELLER

**CITY OF TIPTON, IOWA,
an Iowa Municipal Corporation**

Dated this _____ day of _____ 202__

By: _____
Bryan Carney, Mayor

Attest:

Amy Lenz, City Clerk

Address: City Hall
407 Lynn Street
Tipton, Iowa 52772

Telephone: (563) 886-6187

ORDINANCE NO. 589

AN ORDINANCE AMENDING CHAPTER 65; STOP OR YIELD REQUIRED:
SECTION 65.01, STOP REQUIRED

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TIPTON, IOWA:

SECTION 1. *Amendment.* Section 65.01, "Stop Required," of the City of Tipton Code of Ordinances is hereby amended by the following:

65.01 STOP REQUIRED. Every driver of a vehicle shall stop in accordance with the following:

(Code of Iowa, Sec. 321.345)

1. Plum Street. Vehicles traveling north on Plum Street shall stop at Sunrise Drive.
2. Plum Street. Vehicles traveling south on Plum Street shall stop at Sunrise Drive.
3. Plum Street. Vehicles traveling north on Plum Street shall stop at North Street.
4. Plum Street. Vehicles traveling south on Plum Street shall stop at North Street.

SECTION 3. *Placement and Renumbering when recodifying the City Code.* The above locations shall be inserted into 65.01 and placed in a consistent fashion with the overall list of "Stop" locations. The updated list of "Stop" locations in 65.01 shall be renumbered accordingly.

SECTION 4. *Repealer.* All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. *Severability.* If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 6. *Effective date.* This ordinance shall be in effect after its final passage, approval, and publication as provided by law.

PASSED AND APPROVED this ___ day of _____ 2023.

Bryan Carney, Mayor

ATTEST:

Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Ordinance No. ___ which was passed by the Tipton City Council this ___ day of _____ 2023 and published in the *Tipton Conservative* on the ___ day of _____, 2023.

Amy Lenz, City Clerk