City of Tipton, Iowa

Meeting: Tipton City Council Meeting

Place: Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772

Date/Time: Monday, February 7, 2022, 5:30 p.m.

Web Page: www.tiptoniowa.org

Posted: Friday, February 4, 2022 (Front door of City Hall & City Website)

Go to Meeting link:

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

https://meet.goto.com/359094533

You can also dial in using your phone.

United States (Toll Free): <u>1 877 309 2073</u> United States: <u>+1 (646) 749-3129</u>

Access Code: 359-094-533

| 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, January 24, 2022
- 2. Approval Cedar County Fair Donation
- 3. Approval Liquor License, Mi Tierra, 310 Cedar Street
- 4. Approval Liquor License for event at St. Mary's Hall, February 26, 2022

- 5. Approval Mayoral appointment of Larry Hodgden to Planning and Zoning Commission
- 6. Approval Claims Register which includes claims paid under current Purchase Policy

G. City Business

- 1. Ordinance No. 582: Ordinance Amending Chapter 6, City Elections; Subsection 6.07, Wards; Election Precincts (previously approved 12/20/21, will be requesting to waive the rules and pass it in one meeting per Secretary of State)
- 2. Resolution No. 020722A: Resolution Naming Depositories for City Funds
- Discussion and possible action to approve the Farm Lease Fixed cash rent between the City of Tipton and Tenant and authorizing minor changes to be made if needed by the City Manager and City Clerk.
- 4. Discussion and possible action to amend the Housing Sustainability Program Administrative Plan (originally approved on July 12, 2021, for the CDBG owner-occupied exterior housing rehab grant) as required by the State of Iowa and as recommended by our CDBG grant administrator.
- 5. Discussion and possible action concerning hiring a School Resource Officer in partnership with the Tipton School District
- 6. Discussion and possible action concerning an easement agreement between the City of Tipton and US Bank to attach mural panels to their building located on the corner of 5th and Cedar Street.
- 7. Discussion and possible action requesting a special council meeting (if needed) on February 17th, at 5:30 p.m., at the fire station before our already scheduled city budget workshop.
- 8. Discussion and possible action requesting a city council work session on February 28th, at 5:00 p.m., concerning a possible amendment to the city ordinance pertaining to "Business Enterprises".

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 <u>Code of Iowa</u>, 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.

January 24, 2022 Tipton Fire Station 301 Lynn Street Tipton, Iowa

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

Agenda:

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

Communications:

- 1. Electric Superintendent Taber's recognition of Don Rosenow's years of service with the Tipton Electric Department.
- 2. Mary Swan shared her concerns on a letter she received from City Attorney Holly Corkery.

Consent Agenda:

Motion by Paustian, second by Helm to approve the consent agenda which includes the January 10th Council Meeting Minutes, December 2021 Investment and Treasurer's Report, December 2021 Library Director's Report, January 2022 Development Director's Report, addendum to the Hwy 38 agreement adding in the Targeted Small Business requirements necessary for the project, discontinuance of the Electric Rebate Program, service agreement for Network Resource Interconnection Service for an External Generating Facility, mayoral appointment of Jason Harmon to the Zoning Board of Adjustment, sale of fire departments used SCBA cylinders to Martelle Fire Department in the amount of \$7,800, and to Delta Fire Departments in the amount of \$4,150, Tipton Fire Department Annual Report 2021, and the following claims list. Following the roll call vote the motion passed unanimously.

| ADAM SPANGLER | REF PAY FOR 01/29/22 TOURNEY | 780.00 |
|----------------------------|------------------------------|---------|
| AFLAC | AFLAC AFTER TAX PY W/HOLDING | 618.81 |
| AUCA CHICAGO LOCKBOX | MATS | 151.88 |
| AUREON COMMUNICATIONS | PHONE, INTERNET, CIRCUIT | 1551.22 |
| AXA EQUI-VEST PROCESSING O | DEF. COMP PRETAX | 535.00 |
| BAKER & TAYLOR | BOOKS | 407.96 |
| BARRON MOTOR SUPPLY | SHOP SUPPLIES | 25.20 |
| BOEVE, CHRISTINE | RHINOS SKETCH | 20.00 |
| BOUND TREE MEDICAL LLC | MEDICAL SUPPLIES | 326.03 |
| CEDAR COUNTY CO-OP | 1642 GL FUEL | 5591.52 |
| CEDAR COUNTY SOLID WASTE | TRANSFER FEES | 3863.00 |
| CINTAS LOC | UNIFORMS | 995.45 |
| CITY UTILITIES | CITY UTILITIES | 4625.86 |
| CLARENCE LOWDEN SUN-NEWS & | FAC SCHEDULE | 183.00 |
| COLLECTION SERVICES CENTER | CHILD SUPPORT | 96.73 |
| COMMUNITY INSURANCE SERVIC | INSURANCE | 2710.00 |
| EASTERN IOWA LIGHT & POWER | UTILITIES | 1037.23 |
| EASTERN IOWA TIRE | REPAIR PARTS #35 | 4608.56 |
| ECIA | ELECTION WARD MAP | 549.98 |
| FLETCHER-REINHARDT CO. | OPERATING SUPPLIES | 2089.50 |
| FLOYD TABER | TRAVEL TRAINING | 199.89 |
| | | |

| GRASSHOPPER LAWN CARE DBA | CONTRACT PAY 12/16-01/15 | 2600.00 |
|----------------------------|--|-----------|
| GRAYBILL COMMUNICATIONS | REPAIR PARTS #55 | 140.05 |
| HENDERSON PRODUCTS INC | CURB GUARDS #27 & #28 | 161.11 |
| I.R.S. | FEDERAL WITHHOLDING | 20205.28 |
| IOWA ASSOCIATION OF | TRAINING | 5177.57 |
| IOWA DARE ASSOCIATION | DARE MEMBERSHIP | 200.00 |
| IPERS | IPERS WITHHOLDING, FIRE | 13309.12 |
| JOHN DEERE FINANCIAL | BLDG MAINT SUPPLIES | 852.99 |
| JOHNSON COUNTY AMBULANCE S | ALS INTERCEPT | 400.00 |
| KIRKWOOD COMMUNITY COLLEGE | TRAINING | 7.00 |
| LAWSON PRODUCTS INC | SHOP SUPPLIES | 204.08 |
| LYNCH DALLAS PC | LEGAL SERVICES | 4331.10 |
| MC CLURE ENGINEERING COMPA | PLANNING & LAND ACQUISITION | 1430.00 |
| MIDWEST BREATHING AIR LLC | QUARTERLY AIR TEST | 179.80 |
| MISC. VENDOR | SNAP-ON:SMALL TOOLS | 17665.78 |
| | METER SUPPLIES | 2367.70 |
| MUNICIPAL SUPPLY INC | PRINCIPAL DENTAL POLICY | 1704.04 |
| PRINCIPAL SERVICES LLC | WASTEWATER TESTING | 1270.18 |
| QC ANALYTICAL SERVICES LLC | KFY TAGS | 375.00 |
| RC SYTEMS INC | RECYCLING SORT FEES | 253.01 |
| REPUBLIC SERVICES OF IOWA | | 3252.27 |
| RESCO | SAFETY GLOVES MONTHLY MAINTENANCE | 246.10 |
| SCHUMACHER ELEVATOR COMPAN | NOTARY RENEWAL AMY | 30.00 |
| SECRETARY OF STATE | Visite Visiterate about the community of | 26.96 |
| SHOTTENKIRK | REPAIR PARTS #55 | 150.41 |
| SKARSHAUG TESTING LAB | GLOVE TESTING OPERATING&BLDG MAINT | 150.41 |
| SPAHN & ROSE LUMBER CO | SUPPLIES | 416.22 |
| STATE HYGIENIC LABORATORY | WATER TESTING | 54.00 |
| STEVE GRITTON | GARAGE DOOR REPAIRS | 372.50 |
| T & M CLOTHING CO. | 21 SHORTS | 432.00 |
| THOMAS HEATING & AIR | HEATER REPAIRS | 487.50 |
| THOMPSON TRUCK & TRAILER | SHOP SUPPLIES | 125.80 |
| TIPTON CONSERVATIVE | EASEMENT | 1312.24 |
| TIPTON PHARMACY | PHARMACEUTICALS | 445.06 |
| TOTAL MAINTENANCE INC | OCTOBER SERVICE | 1988.00 |
| TREASURER, STATE OF IOWA | STATE WITHOLDING | 3173.00 |
| TRIPLE B CONSTRUCTION CORP | PAY APP NO 2 | 117465.60 |
| VERIZON | CELL & DATA SERVICE | 1643.08 |
| WINDSTREAM | MONTHLY SERVICES | 76.29 |
| ** TOTAL ** | | 235497.66 |
| FUND TOTALS | | |
| 001 GENERAL GOVERNMENT | | 27175.14 |
| 110 ROAD USE TAX FUND | | 207.75 |
| TTO NOTE OUT TWO TONE | | |

| 160 | ECONOMIC/INDUSTRIAL DEV | | 15000.00 | |
|---------|------------------------------------|--------------------------|-----------|----------|
| 317 | HWY 38 PROJCT | | 402.10 | |
| 600 | WATER OPERATING | | 120550.72 | |
| 610 | WASTEWATER/AKA SEWER REV | | 3848.30 | |
| 630 | ELECTRIC OPERATING | | 13166.92 | |
| 640 | GAS OPERATING | | 4859.47 | |
| 660 | AIRPORT OPERATING | | 1475.66 | |
| 670 | GARBAGE COLLECTION | | 4856.22 | |
| 740 | STORM WATER | * | 82.69 | |
| 810 | CENTRAL GARAGE | | 12648.55 | |
| 835 | ADMINISTRATIVE SERVICES | | 7158.73 | |
| 860 | PAYROLL ACCOUNT | | 24065.41 | |
| GRAN | ND TOTAL | | 235497.66 | r |
| | CREDIT CARD STATEMENT nce Director | | Card Ttl | 5,012.93 |
| Misce | ellaneous | Amazon | 13.04 | |
| Telec | ommunications | LogMeIn | 30.35 | |
| Misce | llaneous | Family Foods | 15.96 | |
| | | , alliny result | 20150 | 59.35 |
| Libra | nry | | | 99199 |
| Mater | rials | Walmart | 215.44 | |
| Progr | amming | Amazon | 10.45 | |
| Misce | llaneous | Iowa Library Association | 90.00 | |
| Softw | are | Paypro Global Faronics | 79.18 | |
| | | raypro ciosar raromos | ,,,, | 395.07 |
| Amb | ulance | | | 333107 |
| Traini | ng | World Point | 342.40 | |
| Buildi | ng Maint & Repair | Ebay | 299.58 | |
| Teleco | ommunications | JAMF | 6.00 | |
| | | 2.0.0 | 16.00 | |
| | | | 6.00 | |
| | | | 2.00 | |
| Opera | iting Supplies | Live Action Safety | 653.95 | |
| Miscel | llaneous | Walmart | 30.63 | |
| Softwa | are | Crown Security Products | 349.00 | |
| Buildir | ng Maint & Repair | ADI | 433.97 | |
| Techn | ology | ADI | 72.96 | |
| Buildir | ng Maint & Repair | Ebay, Amazon | 162.38 | |
| | open acceptable out formations. | Ludy, Amazon | 102.30 | 22407 |
| Fire | | | | 2,374.87 |
| Vehicle | e Operations | Walmart | 66.60 | |
| Miscel | laneous | Amazon | 134.13 | |
| | | | | |

| | | | 200.73 |
|--------------------------|------------------------|--------|----------|
| Police | | | |
| Uniforms/Equipment | Amazon | 158.95 | |
| | | | 158.95 |
| Electric | | | |
| Small Tools | Snap-on | 82.90 | |
| Operating Supplies | Northern Tool | 48.10 | |
| Miscellaneous | Alexander Publications | 164.39 | |
| | | | 295.39 |
| Public Works | | | |
| Operating Supplies | | 233.18 | |
| Office Supplies | | 70.72 | |
| | | | 303.90 |
| REC / Aquatic Center | | | |
| Dues/Fees | Amazon | 13.90 | |
| Building Maint. & Repair | USA Blue Book | 268.27 | |
| Uniforms/Equipment | Swim Outlet | 942.50 | |
| | | | 1,224.67 |
| Statement Total | | | 5,012.93 |

Debt Service Payments for November & December 2021

\$147,954.20

New Business:

1. Resolution No. 012422F: Resolution to approve Purchase Agreement between Todd Philpott d/b/a Philpott Properties R LLC, seller, and City of Tipton, Iowa, buyer, related to property located at 524 Cedar Street, Tipton, Iowa

Motion by McNeill, second by Paustian to approve Resolution No. 012422F, the resolution to approve Purchase Agreement between Todd Philpott d/b/a Philpott Properties R LLC, seller, and City of Tipton, Iowa, buyer, related to property located at 524 Cedar Street, Tipton, Iowa. Following the roll call vote the motion passed unanimously.

- 2. Resolution No. 012422G: Resolution to approve Purchase Agreement between the City of Tipton, Iowa, seller, and a Development Group led by Stuart Clark, buyer, related to property located at 524 Cedar Street, Tipton, Iowa Motion by Helm, second by McNeill to approve Resolution No. 012422G, the resolution to approve Purchase Agreement between the City of Tipton, Iowa, seller, and a Development Group led by Stuart Clark, buyer, related to property located at 524 Cedar Street, Tipton, Iowa. Following the roll call vote the motion passed unanimously.
- 3. Resolution No. 012422H: Resolution to approve Contract between with D.C. Taylor Co. to repair the roof system at 524 Cedar Street, Tipton, Iowa, consistent with the proposal submitted by D.C. Taylor Co., and directing the City Manager to enter into a written contract with D.C. Taylor Co. consistent herewith. Motion by Paustian, second by Helm to approve Resolution No. 012422H, the resolution to approve Contract between with D.C. Taylor Co. to repair the roof system at 524 Cedar Street, Tipton, Iowa, consistent with the proposal submitted by D.C. Taylor Co., and directing the City Manager to enter into a written contract with D.C. Taylor Co. consistent herewith. Following the roll call vote the motion passed unanimously.
- 4. Resolution No. 012422I: Resolution approving an internal loan from the City "Fund 160 Economic/Industrial Development" to "Fund 319, Capital Projects" to cover costs associated with roof repairs to 524 Cedar Street with the intent to Amend the City Urban Renewal Plan to allow for the use of TIF revenue to repay the debt owed to City Fund 160, Economic/Industrial Development after following all appropriate Urban Renewal Plan amendment procedures.

. Motion by Hembry, second by McNeill to approve Resolution No. 012422I, the resolution approving an internal loan from the City "Fund 160 Economic/Industrial Development" to "Fund 319, Capital Projects" to cover costs associated with roof repairs to 524 Cedar Street with the intent to Amend the City Urban Renewal Plan to allow for the use of TIF revenue to repay the debt owed to City Fund 160, Economic/Industrial Development after following all appropriate Urban Renewal Plan amendment procedures. Following the roll call vote the motion passed unanimously.

- 5. Resolution No. 012422A: Resolution setting time and place for a public hearing for the purpose of considering the maximum tax dollars from certain levies for the City's proposed Fiscal Year 2022-2023 Budget

 Motion by McNeill, second by Paustian to approve Resolution No. 012422A, the resolution setting February 28th, at 5:30 p.m., at the Tipton Fire Station for a public hearing for the purpose of considering the maximum tax dollars from certain levies for the City's proposed Fiscal Year 2022-2023 Budget. Following the roll call vote the motion passed unanimously.
- 6. Resolution No. 012422B: Resolution to authorize and direct the Electric Superintendent to develop, modify, file with the Iowa Utilities Board, and implement an electric utility inspection and maintenance plan subject to the budgetary guidelines.

Motion by Helm, second by McNeill to approve Resolution No. 012422B, the resolution to authorize and direct the Electric Superintendent to develop, modify, file with the Iowa Utilities Board, and implement an electric utility inspection and maintenance plan subject to the budgetary guidelines. Following the roll call vote the motion passed unanimously.

- 7. Resolution No. 012422C: Resolution approving the proposed plans, specifications, form of contract, and estimated cost of the Hwy 38/Cedar Street Project, Phase 2 (AKA "PCC Pavement Grade and Replace Hwy 38/Cedar Street Improvements")
- Motion by McNeill, second by Paustian to approve Resolution No. 012422C, the resolution approving the proposed plans, specifications, form of contract, and estimated cost of 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.
- 8. Resolution No. 012422D: Resolution accepting the completion of the "Hwy 38/Cedar Street Project, Phase 1 (AKA "PCC Pavement Grade and Replace Detour for IA 38 Improvements") and approving: Pay Application #3; Change-Order #3 regarding final quantities.

Motion by Hembry, second by Paustian to approve Resolution No. 012422D, the resolution accepting the completion of the "Hwy 38/Cedar Street Project, Phase 1 (AKA "PCC Pavement – Grade and Replace Detour for IA 38 Improvements") and approving: Pay Application #3; Change-Order #3 regarding final quantities. Following the roll call vote the motion passed unanimously.

- 9. Resolution No. 012422E: Resolution approving an application to the Iowa DOT's RISE Program Motion by McNeill, second by Helm to approve Resolution No. 012422E, the resolution approving an application to the Iowa DOT's RISE Program. Following the roll call vote the motion passed unanimously.
- 10. Discussion and possible action concerning compressor replacement and temporary dehumidifiers for the James Kennedy Family Aquatic Center

Motion by Helm, second by Hembry to approve the replacement of two compressors. And, to hold off on dehumidifiers for now. Following the roll call vote the motion passed unanimously.

Reports of Mayor/Council/Manager/Department Heads

1. Ambulance Service Coordinator Ratliff stated he is looking at doing another FEMA project to request reimbursement for COVID related expenses. Ratliff will have an item ready for the next council meeting agenda on February 7^{th} .

Adjourn:

| With no further business to come before the council a motion to adjourn was made by Paustian, second by Helm |
|--|
| Following the roll call vote the motion passed unanimously. |
| Meeting adjourned at 6:57 p.m. |
| Mayor |

| | | Mayor | |
|------------|------|-------|--|
| Attest: | | | |
| City Clerk | | | |



January 2022

City of Tipton,

2021 was a great fair and it felt good to get back to normal. We hope you were able to join us for many of the fun events! The 2021 Cedar County Fair would not have been possible without your help, so THANK YOU for being a partner! It is amazing what wonderful things can happen with community support. Some projects are very visible like buildings, sidewalks, landscaping, concerts, races, and carnival. While others are more behind the scenes like upgrades to electrical service, plumbing repairs, tiling, security and safety. The partnership program assists in projects like these, helping bring in great entertainment to our county, and supporting the area's youth.

With your donation to the Partnership program - you will be listed on our website. Bronze Level Partners and above include a banner of your company logo displayed proudly on the fairgrounds. The standard packages are shown on the enclosed form. If one of these packages doesn't appeal to you, we are happy to customize a package to suit your needs.

We have enclosed a copy of our Partnership Application form for you to use. This form can also be found on our website at www.thecedarcountyfair.com by clicking the "Partnerships" button.

For the most exposure on our website please return the completed form and payment in January. Our 2022 Partners will begin to appear on our website in February.

If you have any questions, please give us a call at 563-886-6170, or email us at: thecedarcountyfair@gmail.com and we will get back to you as soon as possible.

We want to say <u>Thank You</u> for being a Cedar County Fair Partner and we look forward to working with you in 2022!

In the past you were a partner at the Gold level. Below is a copy of your current banner, so that you can review and make changes as necessary.

Sincerely, Brian, Chris, Dave, Kim, Kyle, Lynn, Mindy, and Molly 2022 Partnership Committee



Phone: 563-886-6170 Email: thecedarcountyfair@qmail.com Website: www.thecedarcountyfair.com





Cedar County Fair Partnership Program

List of Partnership levels:

- Pearl Level (\$5000 and Up): includes quantity of 2-4' x 10' banners displayed on the grounds during fair, a listing in the fair book, a listing on our website (with link to Partner website upon request) and up to 75 daily gate entry passes.
- Sapphire Level (\$2500-\$4999): includes quantity of 2-4' x 8' banners displayed on the grounds during fair, a listing in the fair book, a listing on our website (with link to Partner website upon request) and up to 50 daily gate entry passes.
- Platinum Level (\$1000-\$2499): includes 1-4' x 10' banner displayed on the grounds during fair, a listing in the fair book, a listing on our website (with link to Partner website upon request) and up to 25 daily gate entry passes.
- Gold Level (\$500-\$999): includes 1-28" x 8' banner displayed on the grounds during fair, a listing in the fair book, a listing on our website (with link to Partner website upon request) and up to 16 daily gate entry passes.
- Silver Level (\$250-\$499): includes 1-28" x 6' banner displayed on the grounds during fair, a listing in the fair book, a listing on our website (with link to Partner website upon request) and up to 8 daily gate entry passes.
- Bronze Level (\$150-\$249): includes 1-28" x 4' banner displayed on the grounds during fair, a listing in the fair book, a listing on our website (with link to Partner website upon request) and up to 4 daily gate entry passes.
- Supporter Level (\$50-\$149): includes a listing in the fair book and a listing on our website

2022 Partners will begin appearing on our Website in February.

Partnership Information (Please Print):

| Partner Name: | | | | |
|---|-----------------------------|-----------------|--|---------------------------------------|
| Billing Street Address: | | | | |
| | | | | State: Zip: |
| Person to receive Billing: | | | | |
| Phone: | Email: _ | | | |
| Partnership Level Requested: | | | | # of Passes requested (if Applicable) |
| Payment Type (please circle one): | Send Invoice | Cash | Check | Credit Card (online payment only) |
| Mail to: Gedar County Fa PO Box 324 Tipton, IA 527 | | Go to: www | Credit Caro Theredarcou terships Butto | |
| Banner Location Request (if you ha | we a preference; we will do | our best but c | annot guaran | atee a specific location): |
| 1st Choice | 2 nd Choice_ | | | 3 rd Choice |
| Additional Information: How do you Please list on back of form. | ı want your name to appear | in print, conta | ct informatio | on, website address etc. |
| t Signature: | | | n. | ate: |

Phone: 563-886-6170 Email: thecedarcountyfair@gmail.com Website: www.thecedarcountyfair.com

PAGE:

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| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|--------------------|-----------------------|---|---|---|
| POLICE DEPARTMENT | GENERAL GOVERNMENT | I.R.S. | FICA WITHOLDING | 980.55 |
| CONTENT DEFINITION | 021121422 00121414141 | | MEDICARE WITHOLDING | 177.99 |
| | | | MEDICARE WITHOLDING | 15.69 |
| | | | MEDICARE WITHOLDING | 9.36 |
| | | | MEDICARE WITHOLDING | 13.86 |
| | | | MEDICARE WITHOLDING | 12.43 |
| | | IOWA LAW ENFORCEMENT ACADEMY | MMPI-2 WAGNER | 150.00 |
| | | IPERS | IPERS WITHOLDING POLICE | 1,302.10 |
| | | MOCIC | MEMBERSHIP FEE | 100.00 |
| | | PRINCIPAL | GTL_VTL INSURANCE | 23.40 |
| | | THE CTK GROUP | TRAINING | 450.00 |
| | | CAPITAL ONE | OFFICE SUPPLIES | 22.67 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LONG TERM DISABILITY PAYRO | 70.84 |
| | | CITY OF TIPTON FUNDS | Repay Admin Services | 2,976.89 |
| | | CITI OF TIPION PONDS | PSF payment | 367.09 |
| | | CIMV UMILITATES | City Hall | 38.76 |
| | | CITY UTILITIES CITY OF TIPTON-REVOLVING CENTRAL GARAG | vehicle/equipment charges | 2,659.31 |
| | | | BCBS HEALTH INS PY CITY | 6,139.48 |
| | | BLUE CROSS/BLUE SHIELD | TOTAL: | 15,510.42 |
| | | | TOTAL: | 20/02-112 |
| FIRE DEPARTMENT | GENERAL GOVERNMENT | AAA MECHANICAL INC | FALL BI-ANNUAL HVAC VISIT | 736.00 |
| | | I.R.S. | FICA WITHOLDING | 56.45 |
| | | | MEDICARE WITHOLDING | 13.23 |
| | | CEDAR COUNTY FIREFIGHTER'S ASSOCIATION | 2022 ANNUAL FIRE DUES | 15.00 |
| | | D & R PEST CONTROL | D & R PEST CONTROL | 25.00 |
| | | IPERS | IPERS WITHHOLDING, FIRE | 58.40 |
| | | LECTRONICS INC | ALARM SERVICE | 30.00 |
| | | RELIANT FIRE APPARATUS INC | MISC SUPPLIES | 29.39 |
| | | | MISC SUPPLIES | 41.61 |
| | | TIPTON PLUMBING | TOILET REPAIRS | 210.00 |
| | | CITY OF TIPTON FUNDS | Repay Admin Services | 724.57 |
| | | CITY UTILITIES | CITY UTILITIES | 499.36 |
| | | CIII OIIBIIIBO | CITY UTILITIES | 936.28 |
| | | CITY OF TIPTON-REVOLVING CENTRAL GARAG | vehicle/equipment charges | 1,043.68 |
| | | CIT OF THEORY AND CONTROL CONTROL | TOTAL: | 4,418.97 |
| | | | | 241.18 |
| MBULANCE | GENERAL GOVERNMENT | I.R.S. | FICA WITHOLDING | 29.53 |
| | | | MEDICARE WITHOLDING | |
| | | | MEDICARE WITHOLDING | 26.87 |
| | | AT&T MOBILITY | WIRELESS | 246.91 |
| | | BOUND TREE MEDICAL LLC | MEDICAL SUPPLIES | 44.00 |
| | | | MEDICAL SUPPLIES | 39.90 |
| | | | MEDICAL SUPPLIES | 66.00 |
| | | BIO MEDICAL DEVICES INTL INC | MEDICAL SUPPLIES | 979.35 |
| | | BIO MEDICAL DEVICES INTO INC | | |
| | | D & R PEST CONTROL | D & R PEST CONTROL | 25.00 |
| | | | FEB 22 STATE SHARE OF PAYM | 859.53 |
| | | D & R PEST CONTROL | | 859.53 375.31 |
| | | D & R PEST CONTROL IOWA GEMT PAYMENT PROGRAM | FEB 22 STATE SHARE OF PAYM | 859.53 375.31 200.00 |
| | | D & R PEST CONTROL IOWA GEMT PAYMENT PROGRAM IPERS | FEB 22 STATE SHARE OF PAYM IPERS WITHHOLDING EMT | 859.53 375.31 200.00 36.00 |
| | | D & R PEST CONTROL IOWA GEMT PAYMENT PROGRAM IPERS JOHNSON COUNTY AMBULANCE SERVICE | FEB 22 STATE SHARE OF PAYM IPERS WITHHOLDING EMT ALS INTERCEPT | 859.53 375.31 200.00 36.00 1,628.24 |
| | | D & R PEST CONTROL IOWA GEMT PAYMENT PROGRAM IPERS JOHNSON COUNTY AMBULANCE SERVICE KIRKWOOD COMMUNITY COLLEGE | FEB 22 STATE SHARE OF PAYM IPERS WITHHOLDING EMT ALS INTERCEPT TRAINING | 859.53 375.31 200.00 36.00 |
| | | D & R PEST CONTROL IOWA GEMT PAYMENT PROGRAM IPERS JOHNSON COUNTY AMBULANCE SERVICE KIRKWOOD COMMUNITY COLLEGE PCC | FEB 22 STATE SHARE OF PAYM IPERS WITHHOLDING EMT ALS INTERCEPT TRAINING BILLING | 859.53 375.31 200.00 36.00 1,628.24 |
| | | D & R PEST CONTROL IOWA GEMT PAYMENT PROGRAM IPERS JOHNSON COUNTY AMBULANCE SERVICE KIRKWOOD COMMUNITY COLLEGE PCC LINDE GAS & EQUIPMENT INC | FEB 22 STATE SHARE OF PAYM IPERS WITHHOLDING EMT ALS INTERCEPT TRAINING BILLING OXYGEN | 859.53 375.31 200.00 36.00 1,628.24 449.55 |
| | | D & R PEST CONTROL IOWA GEMT PAYMENT PROGRAM IPERS JOHNSON COUNTY AMBULANCE SERVICE KIRKWOOD COMMUNITY COLLEGE PCC LINDE GAS & EQUIPMENT INC PRINCIPAL | FEB 22 STATE SHARE OF PAYM IPERS WITHHOLDING EMT ALS INTERCEPT TRAINING BILLING OXYGEN GTL_VTL INSURANCE | 859.53 375.31 200.00 36.00 1,628.24 449.55 |
| | | D & R PEST CONTROL IOWA GEMT PAYMENT PROGRAM IPERS JOHNSON COUNTY AMBULANCE SERVICE KIRKWOOD COMMUNITY COLLEGE PCC LINDE GAS & EQUIPMENT INC PRINCIPAL UNUM LIFE INSURANCE COMPANY OF AMERICA | FEB 22 STATE SHARE OF PAYM IPERS WITHHOLDING EMT ALS INTERCEPT TRAINING BILLING OXYGEN GTL_VTL INSURANCE LONG TERM DISABILITY PAYRO | 859.53 375.31 200.00 36.00 1,628.24 449.55 3.90 |

02-04-2022 02:35 PM CLAIMS REGISTER PAGE: DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT Repay Admin Services 1,642.89 PSF payment 1,024.40 CITY UTILITIES CITY UTILITIES 158.64 CITY UTILITIES 171.54 CITY OF TIPTON-REVOLVING CENTRAL GARAG vehicle/equipment charges 2,713.75 BLUE CROSS/BLUE SHIELD BCBS HEALTH INS PY CITY __ 983.25 TOTAL: 14,194.57 STREET DEPARTMENT GENERAL GOVERNMENT I.R.S. FICA WITHOLDING 211.14 FICA WITHOLDING 14.34

MEDICARE WITHOLDING 31.74 MEDICARE WITHOLDING MEDICARE WITHOLDING 1.98 MEDICARE WITHOLDING 2.41 MEDICARE WITHOLDING 10.25 MEDICARE WITHOLDING 0.95 MEDICARE WITHOLDING CINTAS LOC UNIFORMS 54.83 UNIFORMS TPERS IPERS REGULAR EMPLOYEES 332.08 PRINCIPAL GTL VTL INSURANCE 5.50 UNUM LIFE INSURANCE COMPANY OF AMERICA LONG TERM DISABILITY PAYRO CITY OF TIPTON FUNDS TRANSFERS 25.752.00 Central Stores services pa 3,436.35 PSF payment 642.44 CITY UTILITIES CITY UTILITIES 48.53 CITY OF TIPTON-REVOLVING CENTRAL GARAG vehicle/equipment charges 2,200.55 BCBS HEALTH INS PY CITY BLUE CROSS/BLUE SHIELD 1,603.63 TOTAL: 34,412.56 GENERAL GOVERNMENT CITY OF TIPTON FUNDS Central Stores services pa ______28.34 TOTAL: GENERAL GOVERNMENT CITY OF TIPTON FUNDS Central Stores services pa _____ 40.89 TOTAL: 40.89 GENERAL ADMINISTRATION GENERAL GOVERNMENT I.R.S. FICA WITHOLDING FICA WITHOLDING 1.91 MEDICARE WITHOLDING 26.18 MEDICARE WITHOLDING 0.80 MEDICARE WITHOLDING 5.95 MEDICARE WITHOLDING 0.83 MEDICARE WITHOLDING 0.13 MEDICARE WITHOLDING 0.45 CINTAS LOC UNIFORMS 7.69 UNIFORMS 7.69 IPERS IPERS REGULAR EMPLOYEES 227.89 PRINCIPAL GTL VTL INSURANCE 2.26 UNUM LIFE INSURANCE COMPANY OF AMERICA LONG TERM DISABILITY PAYRO 10.58 CITY OF TIPTON FUNDS Central Stores services pa 720.94 PSF payment 534.03 CITY OF TIPTON-REVOLVING CENTRAL GARAG vehicle/equipment charges 898.82

BLUE CROSS/BLUE SHIELD BCBS HEALTH INS PY CITY 1,531.01 TOTAL: 4,122.17 GENERAL GOVERNMENT I.R.S. IBRARY FICA WITHOLDING 212.47

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CLAIMS REGISTER

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AMOUNT VENDOR NAME DESCRIPTION DEPARTMENT FUND MEDICARE WITHOLDING 25.39 MEDICARE WITHOLDING 24.30 301.73 AUCA CHICAGO LOCKBOX BLDG MAINT SUPPLIES 301.73 BLDG MAINT SUPPLIES 301.73 BLDG MAINT SUPPLIES BOOKS 493.29 BAKER & TAYLOR 66.68 BOOKS BANLEACO COPIERS CONTRACT 105.60 BASE CHARGE COPY SYSTEMS 303.26 IPERS REGULAR EMPLOYEES IPERS 3.90 GTL VTL INSURANCE PRINCIPAL. LONG TERM DISABILITY PAYRO 8.80 UNUM LIFE INSURANCE COMPANY OF AMERICA MONTHLY SERVICES 151.82 2,376.10 TOTAL: 8.07 GENERAL GOVERNMENT I.R.S. FICA WITHOLDING ?ARK 1.43 MEDICARE WITHOLDING MEDICARE WITHOLDING 0.42 MEDICARE WITHOLDING 0.04 PORT A POTTIE SERVICES 217.50 ACTION SERVICES INC IPERS REGULAR EMPLOYEES 12.66 TPERS PRINCIPAL GTL VTL INSURANCE 0.09 LONG TERM DISABILITY PAYRO 0.66 UNUM LIFE INSURANCE COMPANY OF AMERICA 251.97 CITY OF TIPTON FUNDS Repay Admin Services 31.99 PSF payment 177.87 CITY UTILITIES CITY UTILITIES CITY OF TIPTON-REVOLVING CENTRAL GARAG vehicle/equipment charges 95.24 BCBS HEALTH INS PY CITY 93.07 BLUE CROSS/BLUE SHIELD 891.01 TOTAL: 66.64 FICA WITHOLDING RECREATION DEPARTMENT GENERAL GOVERNMENT I.R.S. MEDICARE WITHOLDING 15.59 IPERS REGULAR EMPLOYEES 105.42 IPERS GTL_VTL INSURANCE 1.95 PRINCIPAL LONG TERM DISABILITY PAYRO 5.52 UNUM LIFE INSURANCE COMPANY OF AMERICA 174.00 CITY OF TIPTON FUNDS Repay Admin Services 3.95 PSF payment BCBS HEALTH INS PY CITY 539.23 BLUE CROSS/BLUE SHIELD TOTAL: 912.30 50.00 BRAD DOERRING: REF ADULT BS :UMMER BALL PROGRAMS GENERAL GOVERNMENT MISC. VENDOR BRAD DOERRING KEITH LEHRMAN: REF ADULT BS 50.00 KEITH LEHRMAN 20.00 BRAD DOERRING: REF ADULT BS BRAD DOERRING KEITH LEHRMAN KEITH LEHRMAN: REF ADULT BS __ 80.00 200.00 TOTAL: 267.39 FICA WITHOLDING 'AMILY AQUATIC CENTER GENERAL GOVERNMENT I.R.S. 32.01 MEDICARE WITHOLDING MEDICARE WITHOLDING 28.17 2.35 MEDICARE WITHOLDING D & R PEST CONTROL D & R PEST CONTROL 45.00 247.18 IPERS REGULAR EMPLOYEES IPERS LECTRONICS INC ALARM SERVICE 30.00 AQUA YOGA CLASSES 22.00 MICHELE PISMAN 5.85 PRINCIPAL GTL_VTL INSURANCE UNUM LIFE INSURANCE COMPANY OF AMERICA LONG TERM DISABILITY PAYRO 11.85

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| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|-----------------------|----------------------|--|---|----------------------|
| | | CITY OF TIPTON FUNDS | Repay Admin Services | 1,770.54 |
| | | | PSF payment | 11.85 |
| | | CITY UTILITIES | CITY UTILITIES | 5,421.26 |
| | | BLUE CROSS/BLUE SHIELD | BCBS HEALTH INS PY CITY | 539.22 |
| | | | TOTAL: | 8,434.67 |
| ECONOMIC DEVELOPMENT | GENERAL GOVERNMENT | ſ I.R.S. | FICA WITHOLDING | 122.69 |
| | | | MEDICARE WITHOLDING | 28.69 |
| | | IPERS | IPERS REGULAR EMPLOYEES | 198.89 |
| | | LECTRONICS INC | ALARM SERVICE | 30.00 |
| | | MARCIA MEYERS | FEB RENT | 600.00 |
| | | PRINCIPAL | GTL VTL INSURANCE | 3.90 |
| | | SPINUTECH INC | EMAIL MARKETING | 25.00 |
| | | CAPITAL ONE | OFFICE SUPPLIES | 20.98 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LONG TERM DISABILITY PAYRO | |
| | | CITY OF TIPTON FUNDS | | 10.15 |
| | | CITY UTILITIES | PSF payment | 57.58 |
| | | CIII UIIDIIIEG | CITY UTILITIES | 70.56 |
| | | BLUE CROSS/BLUE SHIELD | CITY UTILITIES | 139.78 |
| (4.5 | | BLOE CROSS/BLOE SHIELD | BCBS HEALTH INS PY CITY TOTAL: | 1,834.55 3,142.77 |
| | | | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | -/1121 |
| EXECUTIVE | GENERAL GOVERNMENT | I.R.S. | FICA WITHOLDING | 23.25 |
| | | | MEDICARE WITHOLDING | 5.44 |
| | | IPERS | IPERS ELECTED OFFICIALS | 35.40 |
| | | | TOTAL: | 64.09 |
| FINANCE & ADMINISTRAT | I GENERAL GOVERNMENT | I.R.S. | FICA WITHOLDING | 70.95 |
| | | | MEDICARE WITHOLDING | 3.32 |
| | | | MEDICARE WITHOLDING | 11.91 |
| | | | MEDICARE WITHOLDING | 0.04 |
| | | | MEDICARE WITHOLDING | 1.22 |
| | | | MEDICARE WITHOLDING | 0.10 |
| | | IPERS | IPERS REGULAR EMPLOYEES | 109.95 |
| | | PRINCIPAL | GTL VTL INSURANCE | 0.46 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LONG TERM DISABILITY PAYRO | 1.67 |
| | | CITY OF TIPTON FUNDS | Repay Admin Services | 639.17 |
| | | | PSF payment | 7.38 |
| | | CITY UTILITIES | City Hall | 336.22 |
| | | | City Hall | 71.05 |
| | | | CITY UTILITIES | 3,184.54 |
| | | BLUE CROSS/BLUE SHIELD | BCBS HEALTH INS PY CITY | 177.71 |
| | | | TOTAL: | 4,615.69 |
| UILDING MAINTENANCE | GENERAL GOVERNMENT | IRS | ETCA HIMHOLDING | |
| | SEMERAL GOVERNMENT | ******* | FICA WITHOLDING | 5.26 |
| | | AUGA CHICAGO LOGNDON | MEDICARE WITHOLDING | 1.23 |
| | | AUCA CHICAGO LOCKBOX CINTAS CORPORATION | MATS | 151.88 |
| | | | FIRST AID SUPPLIES | 103.03 |
| | | ELECTRICAL ENGINEERING & EQUIPMENT CO | BLDG MAINT SUPPLIES | 220.74 |
| | | D & R PEST CONTROL | D & R PEST CONTROL | 35.00 |
| | | LECTRONICS INC | ALARM SERVICE | 30.00 |
| | | CAPITAL ONE | OFFICE SUPPLIES | 90.24 |
| | | | TOTAL: | 637.38 |
| MBULANCE TRUST | GENERAL GOVERNMENT | CITY OF TIPTON FUNDS | TRANSFERS | 1,388.33 |
| | | | | |

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| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|------------------------|--|--|----------------------------|-----------|
| | COMPANY COMPAN | CTWY OF MIDMON FINDS | TRANSFERS | 1,666.67 |
| TRANSFER-COMM/LOCAL AC | GENERAL GOVERNMENT | CITY OF TIPTON FUNDS | TOTAL: | 1,666.67 |
| STREET DEPARTMENT | ROAD USE TAX FUND | CITY OF TIPTON-REVOLVING CENTRAL GARAG | vehicle/equipment charges | 3,489.10 |
| SIRBSI DEFARIPENT | NOTE OF THE TOTAL | | TOTAL: | 3,489.10 |
| FRAFFIC SERVICE MAINT. | ROAD USE TAX FUND | I.R.S. | FICA WITHOLDING | 4.91 |
| ******* | | | MEDICARE WITHOLDING | 0.95 |
| | | | MEDICARE WITHOLDING | 0.20 |
| | | IPERS | IPERS REGULAR EMPLOYEES | 7.85 |
| | | PRINCIPAL | GTL_VTL INSURANCE | 0.11 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LONG TERM DISABILITY PAYRO | 0.30 |
| | | CITY OF TIPTON FUNDS | Central Stores services pa | 42.38 |
| | | | PSF payment | 1.44 |
| | | CITY UTILITIES | CITY UTILITIES | 142.32 |
| | | BLUE CROSS/BLUE SHIELD | BCBS HEALTH INS PY CITY | 35.65 |
| | | | TOTAL: | 236.11 |
| 3NOW AND ICE REMOVAL | ROAD USE TAX FUND | I.R.S. | FICA WITHOLDING | 64.10 |
| | | | FICA WITHOLDING | 4.78 |
| | | | MEDICARE WITHOLDING | 12.31 |
| | | | MEDICARE WITHOLDING | 1.36 |
| | | | MEDICARE WITHOLDING | 0.32 |
| | | | MEDICARE WITHOLDING | 0.72 |
| | | | MEDICARE WITHOLDING | 0.30 |
| | | | MEDICARE WITHOLDING | 1.12 |
| | | IPERS | IPERS REGULAR EMPLOYEES | 101.03 |
| | | PRINCIPAL | GTL_VTL INSURANCE | 1.72 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LONG TERM DISABILITY PAYRO | 2.54 |
| | | CITY OF TIPTON FUNDS | Central Stores services pa | 552.43 |
| | | | PSF payment | 167.05 |
| | | CITY OF TIPTON-REVOLVING CENTRAL GARAG | vehicle/equipment charges | 2,049.16 |
| | | BLUE CROSS/BLUE SHIELD | BCBS HEALTH INS PY CITY | 437.88 |
| | | | TOTAL: | 3,396.82 |
| TREET CLEANING | ROAD USE TAX FUND | CITY OF TIPTON FUNDS | Central Stores services pa | 104.91 |
| TREET CEETATIO | | CITY OF TIPTON-REVOLVING CENTRAL GARAG | vehicle/equipment charges | 834.09 |
| | | | TOTAL: | 939.00 |
| RANSFER/OTHER SOURCES | POAD USE TAY FUND | CITY OF TIPTON FUNDS | TRANSFERS | 2,666.67 |
| RANSFER/UINER SOURCES | KOAD OSE TAK TONE | CITI OF TITTON TONIO | TOTAL: | 2,666.67 |
| | | | | |
| 'RANSFERS/OTHER SOURCE | TRUST AND AGENCY F | CITY OF TIPTON FUNDS | TRANSFERS | 37,201.83 |
| | | | TOTAL: | 37,201.83 |
| | | CLERY OF MIDMON EXINES | TRANSFERS | 2,678.58 |
| 'RANS FER | Emergency Fund | CITY OF TIPTON FUNDS | TOTAL: | 2,678.58 |
| | | | | , |
| THER GOVERNMENTAL SER | LOCAL OPTION TAX | KRAUS PLUMBING & HEATING LLC | AQUATIC CENTER PARTS & REP | 22,833.22 |
| ASSESSED DEST | | | TOTAL: | 22,833.22 |
| 'RANSFERS/OTHER SOURCE | TOCAT OPTION TAV | CITY OF TIPTON FUNDS | TRANSFERS | 18,519.67 |
| KANSEEKS/OTHER SOURCE | TOCHT OLITON INV | offi of fillion forms | TOTAL: | 18,519.67 |
| | | | | |
| RANSFERS/OTHER SOURCE | TIF SPECIAL REVENU | CITY OF TIPTON FUNDS | TRANSFERS | 10,633.17 |
| | | | TRANSFERS | 9,084.58 |
| | | | | |

CLAIMS REGISTER PAGE: FUND DEPARTMENT VENDOR NAME DESCRIPTION AMOUNT 19,717.75 TOTAL: 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 54,464.75 CEDAR STREET IMPROVEMENTS 4,988.50 MIDWEST CONCRETE INC PAY APP NO 3 280,705.47 TOTAL: 340,158.72 VATER DISTRIBUTION WATER OPERATING I.R.S. FICA WITHOLDING 285.46 FICA WITHOLDING 14.34 MEDICARE WITHOLDING 50.32 MEDICARE WITHOLDING 1.22 MEDICARE WITHOLDING 7.42 MEDICARE WITHOLDING 6.22 MEDICARE WITHOLDING 1.57 MEDICARE WITHOLDING 3.35 CINTAS LOC UNIFORMS 7.64 UNIFORMS CINTAS CORPORATION FIRST AID SUPPLIES 27.93 IOWA ONE CALL LOCATES 7.80 IPERS IPERS REGULAR EMPLOYEES 452.42 PRINCIPAL GTL VTL INSURANCE 7.15 CAPITAL ONE OFFICE SUPPLIES 64.84 UNUM LIFE INSURANCE COMPANY OF AMERICA LONG TERM DISABILITY PAYRO 16.06 CITY OF TIPTON FUNDS Repay Admin Services 2,989.29 PSF payment 472.99 CITY UTILITIES City Hall 38.76 CITY UTILITIES 670.69 CITY UTILITIES 619.76 CITY UTILITIES 1,236.23 CITY OF TIPTON-REVOLVING CENTRAL GARAG 377.73 vehicle/equipment charges BLUE CROSS/BLUE SHIELD BCBS HEALTH INS PY CITY 2,089.45 TOTAL: 9,456.28 ATER BILL/COLLECT WATER OPERATING I.R.S. FICA WITHOLDING 46.57 MEDICARE WITHOLDING 9.59 MEDICARE WITHOLDING 1.10 MEDICARE WITHOLDING 0.20 IPERS IPERS REGULAR EMPLOYEES 76.68 PRINCIPAL GTL_VTL INSURANCE 1.96 TYLER TECHNOLOGIES INC UB NOTIFICATION CALLS 11.43 UNUM LIFE INSURANCE COMPANY OF AMERICA LONG TERM DISABILITY PAYRO 4.12 CITY OF TIPTON FUNDS 247.37 Repay Admin Services PSF payment 29.78 BLUE CROSS/BLUE SHIELD BCBS HEALTH INS PY CITY 769.38 TOTAL: 1,198.18 RANSFER/OTHER SOURCES WATER OPERATING CITY OF TIPTON FUNDS TRANSFERS 4,200.00 TRANSFERS 347.08 4,547.08 TOTAL: ASTEWATER/AKA SEWER WASTEWATER/AKA SEW I.R.S. FICA WITHOLDING 283.28 FICA WITHOLDING 7.17

MEDICARE WITHOLDING

50.13

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DESCRIPTION AMOUNT FUND VENDOR NAME DEPARTMENT 0.85 MEDICARE WITHOLDING MEDICARE WITHOLDING 8.47 MEDICARE WITHOLDING 5.61 MEDICARE WITHOLDING 1.22 1.68 MEDICARE WITHOLDING 452.23 IPERS IPERS REGULAR EMPLOYEES GTL_VTL INSURANCE 7.06 PRINCIPAL LONG TERM DISABILITY PAYRO 19.25 UNUM LIFE INSURANCE COMPANY OF AMERICA VEENSTRA & KIMM INC NW AREA UTILITY IMPROVEMEN 2,325.00 NW AREA UTILITY IMPROVEMEN 381.00 1,529.21 CITY OF TIPTON FUNDS Repay Admin Services 455.40 PSF payment 38.76 CITY UTILITIES City Hall CITY UTILITIES 3,886.72 951.32 CITY OF TIPTON-REVOLVING CENTRAL GARAG vehicle/equipment charges BLUE CROSS/BLUE SHIELD BCBS HEALTH INS PY CITY 2,491.78 TOTAL: 12,896.14 TRANSFER/OTHER SOURCES WASTEWATER/AKA SEW CITY OF TIPTON FUNDS TRANSFERS 3,900.00 35,097.92 TRANSFERS TOTAL: 38,997.92 923.98 ELECTRIC DISTRIBUTION ELECTRIC OPERATING I.R.S. FICA WITHOLDING MEDICARE WITHOLDING 172.06 MEDICARE WITHOLDING 0.16 MEDICARE WITHOLDING 18.22 MEDICARE WITHOLDING 15.51 MEDICARE WITHOLDING 9.99 MEDICARE WITHOLDING 0.17 39.64 ALTEC INDUSTRIES INC OPERATING SUPPLIES UNIFORMS, SHOP TOWELS, MAT 116.84 CINTAS LOC UNIFORMS, SHOP TOWELS, MAT 55.06 UNIFORMS, SHOP TOWELS, MAT 116.84 UNIFORMS, SHOP TOWELS, MAT 55.06 DR DARLENE A EHLERS FEB RENT 500.00 48.03 MISC. VENDOR OF CHRIST, UNITED CH 03-0240-17 212.21 HI-LINE INC:METER SUPPLIES HI-LINE INC STATEWIDE PROPERTY TAX 59.99 IOWA DEPARTMENT OF REVENUE 7.80 LOCATES IOWA ONE CALL IPERS IPERS REGULAR EMPLOYEES 1,480.95 22.32 GTL VTL INSURANCE PRINCIPAL LONG TERM DISABILITY PAYRO 71.72 UNUM LIFE INSURANCE COMPANY OF AMERICA Repay Admin Services 12,097.97 CITY OF TIPTON FUNDS 2,711.06 PSF payment CITY UTILITIES City Hall 48.44 CITY UTILITIES 306.64 CITY UTILITIES 623.68 21.06 CITY UTILITIES vehicle/equipment charges 1,319.17 CITY OF TIPTON-REVOLVING CENTRAL GARAG BCBS HEALTH INS PY CITY 5,555.38 BLUE CROSS/BLUE SHIELD 26,609.95 TOTAL: 81.75 FICA WITHOLDING LECTRIC POWER PLANT ELECTRIC OPERATING I.R.S. 16.54 MEDICARE WITHOLDING MEDICARE WITHOLDING 1.24 1.35 MEDICARE WITHOLDING

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| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|--------------------|--|----------------------------|-----------|
| | | | | |
| | | CINTAS CORPORATION | FIRST AID SUPPLIES | 86.47 |
| | | D & R PEST CONTROL | D & R PEST CONTROL | 29.96 |
| | | | D & R PEST CONTROL | 31.03 |
| | | IPERS | IPERS REGULAR EMPLOYEES | 132.36 |
| | | PRINCIPAL | GTL_VTL INSURANCE | 1.86 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LONG TERM DISABILITY PAYRO | 6.65 |
| | | CITY OF TIPTON FUNDS | Repay Admin Services | 1,197.51 |
| | | | PSF payment | 39.57 |
| | | CITY UTILITIES | CITY UTILITIES | 1,337.14 |
| | | | CITY UTILITIES | 15.00 |
| | | | CITY UTILITIES | 15.00 |
| | | | CITY UTILITIES | 1,504.05 |
| | | | CITY UTILITIES | 1,248.39 |
| | | | CITY UTILITIES | 228.87 |
| | | CITY OF TIPTON-REVOLVING CENTRAL GARAG | vehicle/equipment charges | 158.94 |
| | | BLUE CROSS/BLUE SHIELD | BCBS HEALTH INS PY CITY | 430.24 |
| | | | TOTAL: | 6,563.92 |
| | | | | ,,,,,,,,, |
| ELECTRIC BILL/COLLECT | ELECTRIC OPERATING | I.R.S. | FICA WITHOLDING | 127.26 |
| | | | MEDICARE WITHOLDING | 25.83 |
| | | | MEDICARE WITHOLDING | 1.68 |
| | | | MEDICARE WITHOLDING | 2.22 |
| | | | MEDICARE WITHOLDING | 0.01 |
| | | IPERS | IPERS REGULAR EMPLOYEES | 205.83 |
| | | PRINCIPAL | GTL VTL INSURANCE | 3.94 |
| | | TYLER TECHNOLOGIES INC | UB NOTIFICATION CALLS | 11.44 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LONG TERM DISABILITY PAYRO | 10.26 |
| | | CITY OF TIPTON FUNDS | Repay Admin Services | 453.35 |
| | | 0111 01 1111011 101100 | PSF payment | 177.51 |
| | | CITY OF TIPTON-REVOLVING CENTRAL GARAG | | 111.26 |
| | | BLUE CROSS/BLUE SHIELD | vehicle/equipment charges | |
| | | BIOE CROSS/ BIOE SHIELD | BCBS HEALTH INS PY CITY | 1,196.29 |
| | | | TOTAL: | 2,326.88 |
| LOUISA GENERATING STAT | ELECTRIC OPERATING | MIDAMERICAN ENERGY COMPANY | Est cash request | 22,400.00 |
| | | | Est cash request | 37,120.00 |
| | | | Est cash request | 640.00 |
| | | | Est cash request | 3,840.00 |
| | | | TOTAL: | 64,000.00 |
| | | | TOTAL. | 01,000.00 |
| TRANSFER/OTHER SOURCES | ELECTRIC OPERATING | CITY OF TIPTON FUNDS | TRANSFERS | 25,593.33 |
| | | | TRANSFERS | 36,594.17 |
| | | | TRANSFERS | 7,308.93 |
| | | | TOTAL: | 69,496.43 |
| | | | | |
| GAS DISTRIBUTION | GAS OPERATING | I.R.S. | FICA WITHOLDING | 401.26 |
| CONTRACTOR | | | MEDICARE WITHOLDING | 75.20 |
| | | | MEDICARE WITHOLDING | 0.09 |
| | | | MEDICARE WITHOLDING | 9.02 |
| | | | MEDICARE WITHOLDING | 0.47 |
| | | | MEDICARE WITHOLDING | 8.36 |
| | | | MEDICARE WITHOLDING | 0.71 |
| | | CINTAS LOC | | |
| | | CININO DOC | UNIFORMS, SHOP TOWELS, MAT | 30.62 |
| | | ENERGY EGONOMICS INC | UNIFORMS, SHOP TOWELS, MAT | 30.62 |
| | | ENERGY ECONOMICS INC | 6 REGULATORS | 649.96 |
| | | IOWA ONE CALL | LOCATES | 7.80 |
| | | IPERS | IPERS REGULAR EMPLOYEES | 637.32 |

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| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|------------------------|--------------------|--|--|-----------|
| | | THE PARADIGM ALLIANCE INC | PUBLIC AWARENESS PROGRAM | 1,557.00 |
| | | PRINCIPAL | GTL_VTL INSURANCE | 10.22 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LONG TERM DISABILITY PAYRO | 28.92 |
| | | CITY OF TIPTON FUNDS | Repay Admin Services | 7,614.40 |
| | | CITI OF TIPTON FONDS | PSF payment | 16.55 |
| | | CITY UTILITIES | City Hall | 48.44 |
| | | CITI UIIBITIES | CITY UTILITIES | 207.89 |
| | | | CITY UTILITIES | 28.55 |
| | | CITY OF TIPTON-REVOLVING CENTRAL GARAG | vehicle/equipment charges | 351.85 |
| | | BLUE CROSS/BLUE SHIELD | BCBS HEALTH INS PY CITY | 2,321.12 |
| | | Bada Cross, bada diribas | TOTAL: | 14,036.37 |
| ¥ | | | FICA WITHOLDING | 61.00 |
| GAS BILL/COLLECT | GAS OPERATING | I.R.S. | | 12.29 |
| | | | MEDICARE WITHOLDING | 1.10 |
| | | | MEDICARE WITHOLDING | 0.87 |
| | | | MEDICARE WITHOLDING | 99.82 |
| | | IPERS | IPERS REGULAR EMPLOYEES | 2.30 |
| | | PRINCIPAL | GTL_VTL INSURANCE | 11.43 |
| | | TYLER TECHNOLOGIES INC | UB NOTIFICATION CALLS LONG TERM DISABILITY PAYRO | 5.16 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | | 275.48 |
| | | CITY OF TIPTON FUNDS | Repay Admin Services | 30.57 |
| | | | PSF payment | 854.85 |
| | | BLUE CROSS/BLUE SHIELD | BCBS HEALTH INS PY CITY _ TOTAL: | 1,354.87 |
| | | OTAL MATERIAL | CITY UTILITIES | 73.73 |
| GAS PEAK SHAVING PLANT | GAS OPERATING | CITY UTILITIES | TOTAL: | 73.73 |
| | | | TOTAL. | 70.75 |
| TRANSFER/OTHER SOURCES | GAS OPERATING | CITY OF TIPTON FUNDS | TRANSFERS _ | 12,016.00 |
| | | | TOTAL: | 12,016.00 |
| | | | | 12.22 |
| AIRPORT | AIRPORT OPERATING | I.R.S. | FICA WITHOLDING | 13.80 |
| | | | MEDICARE WITHOLDING | 3.23 |
| | | IPERS | IPERS REGULAR EMPLOYEES | 21.00 |
| | | WRIGHT LAWN CARE | CONTRACT PAY FEB 2022 | 358.33 |
| | | CITY UTILITIES | CITY UTILITIES | 423.72 |
| | | CITY OF TIPTON-REVOLVING CENTRAL GARAG | vehicle/equipment charges _ | 131.75 |
| | | | TOTAL: | 951.83 |
| TRANSFER/OTHER SOURCES | AIRPORT OPERATING | CITY OF TIPTON FUNDS | TRANSFERS | 347.08 |
| | | | TOTAL: | 347.08 |
| GARBAGE COLLECTION | GARBAGE COLLECTION | I.R.S. | FICA WITHOLDING | 185.31 |
| | | | FICA WITHOLDING | 2.39 |
| | | | MEDICARE WITHOLDING | 32.90 |
| | | | MEDICARE WITHOLDING | 0.61 |
| | | | MEDICARE WITHOLDING | 7.30 |
| | | | MEDICARE WITHOLDING | 2.01 |
| | | | MEDICARE WITHOLDING | 0.52 |
| | | | MEDICARE WITHOLDING | 0.56 |
| | | CINTAS LOC | UNIFORMS | 8.25 |
| | | | UNIFORMS | 8.25 |
| | | IPERS | IPERS REGULAR EMPLOYEES | 300.48 |
| | | PRINCIPAL | GTL_VTL INSURANCE | 5.21 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LONG TERM DISABILITY PAYRO | 14.17 |
| | | CITY OF TIPTON FUNDS | Repay Admin Services | 1,776.80 |
| | | | | |

| 02-04-2022 02:35 PM | | CLAIMS REGISTER | PAGE: | 10 |
|------------------------|--------------------|--|----------------------------|-----------|
| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
| W. | | | Central Stores services pa | 2,673.27 |
| | | | PSF payment | 631.77 |
| | | CITY UTILITIES | City Hall | 38.76 |
| | | CITY OF TIPTON-REVOLVING CENTRAL GARAG | vehicle/equipment charges | 4,144.38 |
| | | BLUE CROSS/BLUE SHIELD | BCBS HEALTH INS PY CITY | 1,920.65 |
| | | | TOTAL: | 11,753.59 |
| RECYCLING | GARBAGE COLLECTION | I.R.S. | FICA WITHOLDING | 64.20 |
| | | | MEDICARE WITHOLDING | 8.33 |
| | | | MEDICARE WITHOLDING | 5.22 |
| | | | MEDICARE WITHOLDING | 1.10 |
| | | | MEDICARE WITHOLDING | 0.37 |
| | | IPERS | IPERS REGULAR EMPLOYEES | 68.59 |
| | | PRINCIPAL | GTL VTL INSURANCE | 1.57 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LONG TERM DISABILITY PAYRO | 3.41 |
| | | CITY OF TIPTON FUNDS | PSF payment | 529.21 |
| | | CITY UTILITIES | CITY UTILITIES | 49.95 |
| | | CITY OF TIPTON-REVOLVING CENTRAL GARAG | vehicle/equipment charges | 2,762.92 |
| | | BLUE CROSS/BLUE SHIELD | BCBS HEALTH INS PY CITY | 629.49 |
| | | | TOTAL: | 4,124.36 |
| FRANSFER 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 | 24.87 |
| | | | FICA WITHOLDING | 2.88 |
| | | | MEDICARE WITHOLDING | 4.78 |
| | | | MEDICARE WITHOLDING | 0.23 |
| | | | MEDICARE WITHOLDING | 0.14 |
| | | | MEDICARE WITHOLDING | 0.49 |
| | | | MEDICARE WITHOLDING | 0.18 |
| | | | MEDICARE WITHOLDING | 0.67 |
| | | IPERS | IPERS REGULAR EMPLOYEES | 38.96 |
| | | PRINCIPAL | GTL VTL INSURANCE | 0.70 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LONG TERM DISABILITY PAYRO | 0.68 |
| | | CITY OF TIPTON FUNDS | Repay Admin Services | 473.41 |
| | | | PSF payment | 118.52 |
| | | CITY OF TIPTON-REVOLVING CENTRAL GARAG | vehicle/equipment charges | 94.09 |
| | | BLUE CROSS/BLUE SHIELD | BCBS HEALTH INS PY CITY | 176.03 |
| | | | TOTAL: | 936.63 |
| THER SOURCES | STORM WATER | CITY OF TIPTON FUNDS | TRANSFERS | 686.67 |
| | | | TRANSFERS | 97.58 |
| | | | TOTAL: | 784.25 |
| :NT SRVC-OTHER BUSINES | CENTRAL GARAGE | I.R.S. | FICA WITHOLDING | 81.75 |
| | | | MEDICARE WITHOLDING | 15.85 |
| | | | MEDICARE WITHOLDING | 3.25 |
| | | CEDAR COUNTY ENGINEER | 38 GL DSL | 110.96 |
| | | CINTAS LOC | SHOP SUPPLIES | 77.03 |
| | | | UNIFORMS | 8.04 |
| | | | UNIFORMS | 8.04 |
| | | CINTAS CORPORATION | FIRST AID SUPPLIES | 62.84 |
| | | IPERS | IPERS REGULAR EMPLOYEES | 130.89 |
| | | MITCHELL 1 | WEB SUBSCRIPTION | 271.23 |

PAGE:

11

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|------------------------|--------------------|--|----------------------------|-----------|
| | | PRINCIPAL | GTL VTL INSURANCE | 1.73 |
| | | SHOTTENKIRK | REPAIR PARTS | 33.40 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LONG TERM DISABILITY PAYRO | 4.99 |
| | | CITY OF TIPTON FUNDS | Repay Admin Services | 2,038.92 |
| | | CITY OF TITTOM POWDS | PSF payment | 23.95 |
| | | CITY UTILITIES | CITY UTILITIES | 393.54 |
| | | CIII UIIBIIIBO | CITY UTILITIES | 815.13 |
| | | | CITY UTILITIES | 649.64 |
| | | BLUE CROSS/BLUE SHIELD | BCBS HEALTH INS PY CITY | 594.08 |
| | | BLUE CROSS/BLUE SHIELD | TOTAL: | 5,325.26 |
| INT SRVC-OTHER BUSINES | ADMINISTRATIVE SER | TRS | FICA WITHOLDING | 100.75 |
| INI SKVC-OINER BOSINES | ADMINISTRATIVE CER | | MEDICARE WITHOLDING | 21.72 |
| | | | MEDICARE WITHOLDING | 0.70 |
| | | | MEDICARE WITHOLDING | 0.43 |
| | | | MEDICARE WITHOLDING | 0.72 |
| | | EMC INSURANCE COMPANIES | CLAIM # AA10-Z01646511 | 803.50 |
| | | IPERS | IPERS REGULAR EMPLOYEES | 160.48 |
| | | PRINCIPAL | GTL VTL INSURANCE | 3.79 |
| | | CAPITAL ONE | OFFICE SUPPLIES | 22.67 |
| | | UNUM LIFE INSURANCE COMPANY OF AMERICA | LONG TERM DISABILITY PAYRO | 8.06 |
| | | WINDSTREAM | MONTHLY SERVICES | 857.95 |
| | | CITY OF TIPTON FUNDS | PSF payment | 188.26 |
| | | CITY OF TIPTON FUNDS | vehicle/equipment charges | 9.17 |
| | | BLUE CROSS/BLUE SHIELD | BCBS HEALTH INS PY CITY | 1,474.25 |
| | | BLUE CROSS/BLUE SHIELD | TOTAL: | 3,652.45 |
| ION-DEPARTMENTAL | PAYROLL ACCOUNT | I.R.S. | FEDERAL WITHHOLDING | 7,024.50 |
| ION-DEPARTMENTAL | TATRODD ACCOUNT | 1.11151 | FICA WITHOLDING | 5,161.30 |
| | | | FICA WITHOLDING | 47.81 |
| | | | MEDICARE WITHOLDING | 1,207.13 |
| | | | MEDICARE WITHOLDING | 11.18 |
| | | AFLAC | AFLAC AFTER TAX PY W/HOLDI | 117.40 |
| | | TI MIC | AFLAC PY PRETAX WITHOLDING | 393.23 |
| | | | AFLAC AFTER TAX DEDUCTION | 108.18 |
| | | AXA EQUI-VEST PROCESSING OFFICE | DEF. COMP PRETAX | 485.00 |
| | | COLLECTION SERVICES CENTER | CHILD SUPPORT- SPANGLER-96 | 96.73 |
| | | IPERS | IPERS WITHHOLDING, FIRE | 38.95 |
| | | IFBRO | IPERS ELECTED OFFICIALS | 23.59 |
| | | | IPERS REGULAR EMPLOYEES | 3,934.07 |
| | | | IPERS WITHHOLDING EMT | 250.34 |
| | | | IPERS WITHOLDING POLICE | 868.52 |
| | | PRINCIPAL | GTL VTL INSURANCE | 425.84 |
| | | ENTROTEME | VISION POLICY | 277.04 |
| | | TREACHDED CTATE OF TOWN | STATE WITHOLDING | 3,150.00 |
| | | TREASURER, STATE OF IOWA | STATE WITHOLDING | 22.00 |
| | | DAME OF COLUMN CHARLES | BCBS HEALTH INSURANCE PYM | 1,897.50 |
| | | BLUE CROSS/BLUE SHIELD | MISC. EMPLOYEE REIMBURSEME | 275.00 |
| | | CITY OF TIPTON | TOTAL: | 25,815.31 |
| | | | TOTAL: | 20,010.31 |

DEPARTMENT FUND VENDOR NAME

AMOUNT

DESCRIPTION

| ==== | FUND TOTALS | ======== |
|------|---------------------------|------------|
| 001 | GENERAL GOVERNMENT | 97,056.93 |
| 110 | ROAD USE TAX FUND | 10,727.70 |
| 112 | TRUST AND AGENCY FUND | 37,201.83 |
| 119 | Emergency Fund | 2,678.58 |
| 121 | LOCAL OPTION TAX | 41,352.89 |
| 125 | TIF SPECIAL REVENUE FUND | 19,717.75 |
| 192 | FIRE ENTERPRISE TRUST | 2,083.33 |
| 317 | HWY 38 PROJCT | 340,158.72 |
| 600 | WATER OPERATING | 15,201.54 |
| 610 | WASTEWATER/AKA SEWER REVE | 51,894.06 |
| 630 | ELECTRIC OPERATING | 168,997.18 |
| 640 | GAS OPERATING | 27,480.97 |
| 660 | AIRPORT OPERATING | 1,298.91 |
| 670 | GARBAGE COLLECTION | 20,939.20 |
| 740 | STORM WATER | 1,720.88 |
| 810 | CENTRAL GARAGE | 5,325.26 |
| 835 | ADMINISTRATIVE SERVICES | 3,652.45 |
| B 60 | PAYROLL ACCOUNT | 25,815.31 |

GRAND TOTAL: 873,303.49

FOTAL PAGES: 12

Statement Date 01/25/2022

| CITY CREDIT CARD STAT | EMENT | cr | 999 | | 1010 | | | Card Ttl | -3,502.74 |
|-------------------------|--|----|-----|---|------|----|----------|----------|-----------|
| Finance Director | | | | | | | | | |
| Telecommunications | LogMeIn | dr | 835 | 5 | 899 | 2 | 63730 | 30.35 | |
| | | | | | | To | tal Char | ges | 30.35 |
| Library | | | | | | | | | |
| Technology | Microsoft | dr | 001 | 5 | 410 | 2 | 64190 | 106.99 | |
| Materials | Amazon, Walmart | dr | 001 | 5 | 410 | 2 | 65020 | 80.33 | |
| Programming | Family Foods | dr | 001 | 5 | 410 | 2 | 65021 | 7.16 | |
| Miscellaneous | Walmart | dr | 001 | 5 | 410 | 2 | 65980 | 10.24 | |
| | | | | | | To | tal Char | ges | 204.72 |
| Ambulance | | | | | | | | | |
| Building Maint & Repair | ADI | dr | 001 | 5 | 150 | 2 | 63100 | 54.97 | |
| Vehicle Operations | Lowe's | dr | 001 | 5 | 160 | 2 | 63310 | 38.09 | |
| Telecommunications | JAMF | dr | 001 | 5 | 160 | 2 | 63730 | 6.00 | |
| - | | dr | 001 | 5 | 620 | 2 | 63730 | 16.00 | |
| | 8 | dr | 630 | 5 | 820 | 2 | 63730 | 6.00 | |
| ¥ | | dr | 640 | 5 | 825 | 2 | 63730 | 2.00 | |
| Equipment/Vehicle Rent | Ebay | dr | 001 | 5 | 160 | 2 | 64150 | 280.45 | |
| Com Supp | Best Buy | dr | 001 | 5 | 160 | 2 | 65065 | 246.09 | *** |
| Miscellaneous | Harbor Freight | dr | 001 | 5 | 160 | 2 | 65980 | 112.20 | |
| Building Maint & Repair | ADI, Harbor Freight, Ebay | dr | 001 | 5 | 650 | 2 | 63100 | 829.88 | 11 |
| | | | | | | То | tal Char | ges | 1,591.68 |
| Police | | | | | | | | | |
| Dues/Fees | Ntnl Assoc. of Women Law Enfc.Executives | dr | 001 | 5 | 110 | 1 | 62100 | 100.00 | |
| Travel Training - | Jethro's BBQ | dr | 001 | 5 | 110 | 1 | 62980 | 20.14 | |
| Uniforms/Equipment | Sirchie, Amazon, Galls | dr | 001 | 5 | 110 | 2 | 64350 | 125.45 | |
| Postage/Shipping | USPS | dr | 001 | 5 | 110 | 2 | 65080 | 11.60 | |
| Miscellaneous | Positive Promotions | dr | 001 | 5 | 110 | 2 | 65980 | 219.35 | |
| | | | | | | To | tal Char | ges | 476.54 |
| Electric | | | | | | | | | |
| Miscellaneous | 1000Bulbs.com | dr | 001 | 5 | 410 | 2 | 65980 | 352.35 | |
| Training - | IAMU | dr | 630 | 5 | 820 | 1 | 62300 | 455.00 | |
| Travel Training - | Praire Meadows Hotel | dr | 630 | 5 | 820 | 1 | 62980 | 248.64 | |
| Miscellaneous | Walmart | dr | 630 | 5 | 820 | 2 | 65980 | 73.67 | |
| | | | | | | То | tal Char | ges | 1,129.66 |
| REC / Aquatic Center | | | | | | | | | |
| Dues/Fees | Amazon | dr | 001 | 5 | 465 | 1 | 62100 | 13.90 | |
| Operating Supplies | Grainger | dr | 001 | 5 | 465 | 2 | 65070 | 55.89 | |
| | | | | | | То | tal Char | ges | 69.79 |
| Statement Tot | al | | | | | | | | 3,502.74 |

Prepared by:

City of Tipton, City Hall, Brian Wagner, City Manager 407 Lynn St., Tipton, IA 52772 (563) 886-6187

ORDINANCE NO. 582

AN ORDINANCE AMENDING CHAPTER 6, CITY ELECTIONS; SUBSECTION 6.07, WARDS; ELECTION PRECINCTS

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

SECTION 1. <u>PURPOSE</u>. The purpose of this amendment is to revise the voting precincts in Tipton, Iowa, to reflect changes in population from the 2020 decennial Census.

SECTION 2. <u>AMENDMENT</u>. Chapter 6, Subsection 6.07 of the City Code is hereby amended by deleting said section and replacing it with the following:

The precincts are bounded as follows:

- a. FIRST PRECINCT (WARD 1). Beginning at the junction of the east corporate limits and Inland Road, thence west on Inland Road to Plum Street, thence north to Fourth Street, thence west to Meridian Street, thence north to Sixth Street, thence west to Locust Street, thence south to Fifth Street, thence west to Lemon Street, thence north to Seventh Street, thence westerly on Seventh Street extended to the west corporate limits, thence following the southerly, westerly and easterly corporate limit line back to the point of beginning.
- b. SECOND PRECINCT (WARD 2). Beginning at the junction of the west corporate limit line and Seventh Street extended to the west corporate limits, thence east along Seventh Street to Lemon Street, thence south to Fifth Street, thence east on Fifth Street to Locust Street, thence north on

Locust Street to Sixth Street, thence east on Sixth Street to Meridian Street, thence north to Tenth Street, thence west to North Avenue, thence north to Eleventh Street, thence east to Mulberry Street, thence due north from Mulberry St. to North Street, thence east to Plum Street, thence north along the northerly extension of Plum Street to the north corporate limits, thence following the corporate limits westerly, southerly, westerly, and southerly back to the point of beginning.

c. THIRD PRECINCT (WARD 3). Beginning at the junction of the east corporate limits and Inland Road, thence west on Inland Road to Plum Street, thence north to Fourth Street, thence west to Meridian Street, thence north to Tenth Street, thence west to North Avenue, thence north to Eleventh Street, thence east to Mulberry Street, thence due north from Mulberry St. to North Street, thence east to Plum Street, thence north along the northerly extension of Plum Street to the north corporate limits, thence easterly, southerly, easterly, southerly, easterly, southerly, easterly, southerly, thence westerly thence southerly to the point of beginning.

SECTION 3. <u>REPEALER</u>. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. <u>SEVERABILITY</u>. 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 5. <u>EFFECTIVE DATE</u>. This Ordinance shall be in full force and effect upon publication as required by Iowa law.

Passed by the City Council the 7th day of February, 2022

| ¥ | Mayor |
|--|--------------|
| Attest: | |
| City Clerk | |
| I certify that the foregoing was published as Ordinance No. <u>582</u> on the day of <u>Febr</u> | uary , 2022. |
| | City Clerk |

RESOLUTION NO. 020722A RESOLUTION NAMING DEPOSITORIES FOR CITY FUNDS

RESOLVED, that Melissa Armstrong, Finance Director utilize the services of Fidelity Bank & Trust, Citizens Savings Bank, Liberty Trust and Savings Bank, US Bank and Iowa Public Agency Investment Trust (IPAIT), for the deposit of public funds belonging to the City of Tipton, Cedar County, Iowa, or coming into its possession, pursuant to a Custodial Agreement. The maximum amount that may be thus deposited in any one depository without further approval of this Council is \$10,000,000.

RESOLVED, that Melissa Armstrong, Finance Director is hereby authorized and directed to execute the necessary agreements and other documents and correspondence regarding any accounts of the City of Tipton at Depositories.

NAME OFFICE TERM EXPIRES
Bryan Carney Mayor December 31, 2023
Abby Cummins-VanScoy Mayor, Pro-Tem December 31, 2025
Melissa Armstrong Finance Director
Amy Lenz City Clerk

RESOLVED, that the officers described above are hereby authorized and directed to take such action, and execute such documents and agreements as may be necessary to secure the repayment of the deposits of public funds authorized hereunder, including, but not limited to: Security Agreements, Notices and any documents or instruments supplemental or incidental thereto.

RESOLVED, that the Finance Director forward a certified copy of this resolution to the Depositories, and any other parties which may request it for purpose of effectuating the deposit of public funds authorized hereunder or any security therefore, together with a certificate attesting to the names and signatures of the present incumbents of the offices described above, and that the Finance Directors further certify to Depositories or other parties from time to time the signatures of any successors in office of any of the present incumbents.

PASSED AND APPROVED this 7th day of February, 2022.

| | Bryan Carney, Mayor |
|-------------------------------------|-------------------------------------|
| ATTEST: | |
| Melissa Armstrong, Finance Director | Abby Cummins-VanScoy, Mayor Pro-Tem |
| Amy Lenz, City Clerk | |



FARM LEASE - FIXED CASH RENT

THIS LEASE ("Lease") is made between City of Tipton, Iowa ("Landlord"), whose address for the purpose of this Lease is 407 Lynn Street, Tipton, IA 52772 and Nolan Ford ("Tenant"), whose address for the purpose of this Lease is _____.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in Cedar County, Iowa (the "Real Estate"):

A PARCEL OF LAND BEING A PART OF LOT 1 OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER, AND PART OF THE ABANDONED C.R.I. & P. RAILROAD RIGHT-OF-WAY, ALL IN SECTION 2, TOWNSHIP 80 NORTH, RANGE 3 WEST OF THE 5TH P.M., CEDAR COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 2; THENCE ALONG THE EAST LINE OF THE WEST HALF OF SECTION 2, \$02°40'54"E, 2226.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE \$02°20'54"E, 397.79 FEET; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, \$02°10'03"E, 38.22 FEET; THENCE \$N60°03'13"W, 3068.39 FEET; THENCE \$N29°56'47"E, 4.77 FEET TO THE CENTERLINE OF THE ABANDONED C.R.I. & P RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID CENTERLINE LINE \$66°20'36"E, 667.83 TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE ALONG SAID SOUTH LINE \$N87°26'07"E, 113.16 FEET; THENCE \$66°20'36"E, 2086.91 FEET ALONG THE NORTH LINE OF THE ABANDONED C.R.I & P RAILROAD RIGHT-OF-WAY, TO THE POINT OF BEGINNING. DESCRIBED LAND CONTAINS 13.91 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

and containing 14 total acres, more or less, with possession by Tenant for a term of 1 year(s) to commence on March 1, 2022, and end on February 28, 2023. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

The following housing, building, and storage structures on the Real Estate are reserved to Landlord:

| | STRUCTURE | PURPOSE | |
|------|-----------|---------|--|
| none | | | |

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Total annual cash rent of \$3,200.00 payable, as follows: \$1,600.00 on March 1, 2022, and \$1,600.00 on November 1, 2022.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0% Landlord 100% Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 100% Landlord 0% Tenant. Crop disaster payments shall be divided 100% Landlord 0% Tenant.

3. LANDLORD'S LIEN AND SECURITY INTEREST. As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

- 4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All machinery, inputs equipment, and labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. Tenant agrees to furnish, at Tenant's cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.
- 5. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS. Tenant shall farm the Real Estate in a manner consistent with

good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of any Natural Resource and Conservation Service (NRCS) conservation plan and any other required environmental plans for the real estate. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate. Tenant shall investigate and report all broken or inoperative tile lines to Landlord. Repairs and maintenance of tile will be paid for by: Tenant. Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant may take any part of the aboveground part of a plant associated with a crop, at the time of harvest or after the harvest, until the farm tenancy terminates. Tenant may use these materials upon the Real Estate for grazing livestock managed by Tenant but shall protect the real estate and all trees, vines, and shrubbery from injury by

Tenant's cropping operations or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government programs.

6. ENVIRONMENTAL.

a. Landlord. To the best of Landlord's knowledge:

i. Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

ii. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and

regulations.

iii. No leak, spill release, discharge, emission, or disposal of toxic or hazardous

substances has occurred on the premises.

iv. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed,

whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard

statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

In the absence of selection of an alternative where choices are provided in this paragraph 6b, the choice of the words "may not" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

7. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the

performance of this Lease. All notices of termination of this Lease shall be as provided by law.

8. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$12.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable

or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

9. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes. Landlord retains the right to use or lease the Real Estate for hunting, fishing, or other recreational purposes, but such use shall not interfere with the regular operation of the farm and notice of entry shall be provided to Tenant three (3) days prior to entry for such purposes. Tenant may not use the Real Estate for hunting, fishing, or recreational purposes.

10. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become

immediately due and payable, without any notice to or demand upon Tenant.

11. **REPAIRS.** Tenant shall maintain the fences on the Real Estate in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord. If a fence must be totally replaced

Landlord will pay one-half of the labor.

12. **IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

13. WELL, WATER AND SEPTIC SYSTEMS. Tenant shall maintain all well, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the Real Estate.

14. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

15. NO AGENCY. Unless otherwise provided in writing, Tenant is not an agent of the

Landlord.

16. **HOUSING.** This lease does not include any housing.

17. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

18. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to

writing and executed by both parties as addendum to this Lease.

- 19. CONSTRUCTION. Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
- 20. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa.

21. ASSIGNMENT. Tenant shall not assign this Lease or sublet the Real Estate or any

portion thereof without prior written authorization of Landlord.

22. CERTIFICATION. Tenant certifies 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 it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

23. CHOICE OF LAW. This Lease shall be construed under the laws of the State of Iowa.

24. INSURANCE/TAXES. Landlord will pay all real estate taxes and maintain insurance on Landlord's interest in the Real Estate. Tenant shall insure its interest in the Real Estate and maintain liability insurance that names Landlord as an additional named insured.

25. **MEDIATION**. The parties agree to mediate any dispute prior to litigation.

26. ADDITIONAL PROVISIONS. See Addendum "A" attached hereto for additional provisions and Tenant obligations

| DATED: | · | |
|--------------------|--------------------|-------------------|
| TENANT: | LANDLORD: | |
| Nolan Ford, Tenant | Iowa, Landlord | , City of Tipton, |

INDIVIDUAL ACKNOWLEDGMENT

| STATE OF IOWA |) | | |
|---------------------|------------------------|----------------------------|--------------|
| |)§ | | |
| COUNTY OF CEDAR |) | | |
| This record was ack | | n | |
| | | Signature of Notary Public | |
| | CORPORATE ACKN | <u>OWLEDGMENT</u> | |
| STATE OF IOWA |))§ | | |
| COUNTY OF CEDAR |),8 | | |
| by | nowledged before me or | n | , of City |
| of Tipton, Iowa. | | | |
| | | Signature of Notary Public | |

Addendum "A"

- Tenant shall not cross or travel on the runway or taxiway at any time except to access the
 areas between the runway and taxiway and in those circumstances tenant may cross the
 TAXIWAY only, and shall be responsible for clearing the taxiway of any and all mud,
 rocks, or other debris that are tracked onto the runway by said crossings.
- 2. Tenant shall not travel on taxiway with equipment due to the fact that mud/debris left on taxiway can be very hazardous to aircraft.
- 3. Any gates used to access airport property must be closed and locked at the end of each day.
- 4. Farm equipment, motor vehicles, bales, or similar items or "structures" shall never be left within 250 feet of the runways or within a 100' radius of the automated weather observation system equipment. (AWOS)
- 5. If any damage to airport equipment occurs it shall be reported to Airport Manager as soon as is it is practical to do so. If the Airport Manager cannot be contacted and notified within four (4) hours the City Manager or the Police Department must then be contacted.
- 6. Tenant may plant hay/alfalfa on any of the acres that are allowed to be row crop planted in their discretion. (If the land may be planted with corn or beans it may also be planted with alfalfa.)
- 7. Tenant shall spray weeds along all fence rows at least once annually and manage weed growth at all times.
- 8. Tenant recognizes that Aircraft always have the right-of-way. When farming in the areas off the end of the runways and in the area of the cross-wind runway the Tenant shall remain cognizant of the fact that aircraft may be approaching to land or take off. In that circumstance, the Tenant agrees to vacate those areas so as to not be a hazard to aircraft or self.
- 9. Tenant shall never leave equipment between the runway and taxiway and bales of hay shall be removed from said area as soon as possible.
- 10. The parties to this lease recognize that they may not agree on the exact acreage determinations set forth within the lease and acknowledge that the rental amount has been agreed to as a lump sum payment not tied to the actual acres.
- 11. The parties agree that the areas subject to this lease located between the runway and taxiway cannot be planted with beans, corn or another row crop. The parties further agree that the allowable alfalfa crop planted in those areas will need to be rotated, or killed off from time to time, so that a new alfalfa crop may be planted. Because row crop rotation is not allowed, the Landlord has agreed to waive the rent in those areas during planting seasons that an alfalfa crop is not growing. The plan being to kill off one of the three areas per year over a period of time, with the plan to plant a new alfalfa crop in the year following the year in which it was killed off and rotated with a different non row-crop planting/crop.
- 12. The parties further agree that Tenant shall provide Landlord with proof of liability insurance by delivery to the Landlord of a Certificate of Farm Liability Insurance showing liability coverage in the minimum amount of \$1,000,000.

13. To the extent the following provisions are not covered above, they shall also apply:

720.10(1) Obstruction-free area.

- a. The following areas of the airport shall be free of any obstructions with the exception of operational and frangible equipment that is essential for operation of the airport:
 - (1) Within 30 feet of runway edge markers along the entire length of a nonpaved runway.
 - (2) Within 125 feet of the centerline of a paved runway.

(3) Within 200 feet of the end of any paved runway.

- (4) In no case shall a building be closer than 50 feet from a prepared runway surface. If buildings are on both sides of a runway, they shall be no closer than 125 feet from the runway centerline.
- b. An object of natural growth, terrain, or permanent or temporary construction within the areas listed in paragraph "a" of this subrule shall be removed by the sponsor.
- c. The following areas of the airport shall be free of all agricultural activities (i.e., crops or farm equipment) in excess of 8 inches in height:
 - (1) Within 50 feet of paved runway surfaces and 200 feet from paved runway ends.
 - (2) Within 60 feet of a nonpaved runway centerline.
 - (3) Within a 100-foot radius of automated weather observing system equipment.

AMENDMENT #1 TO City of Tipton – CDBG Housing Sustainability – Owner Occupied Exterior Home Improvements Program – Administrative Plan for Program Year 2021

On July 12, 2021, City of Tipton adopted: City of Tipton – CDBG Housing Sustainability – Owner Occupied Exterior Home Improvements Program – Administrative Plan for Program Year 2021

January 2022, Iowa Economic Development Authority requires an Amendment to Section 4.2.f -

4.0 Eligibility Requirements

4.2 Property Requirements

4.2.f. Use of the Property

Residential properties containing businesses may be rehabilitated only where it can be clearly shown that program funds are not used to assist the business contained in or on the property. Program funds can only be used to rehabilitate (and to make lead safe, as applicable) the residential portion of the dwelling or property, not the business portion. The costs for rehabilitation of common areas and HVAC or other systems that serve both the residential and business portions of the dwelling or property must be prorated.

Property owner funds must be used to rehabilitate the non-residential (business) portion of the dwelling or property.

The entire property must meet Iowa Minimum Rehab/HQS Standards before the acceptance of work is signed and final payment to the contractor.

Program files must reflect the methodology used by the City for allocating the costs between the residential portion (program fund eligible costs) and the business portion (program fund ineligible costs) of the project.

| Amendment – | |
|---|-------------------|
| Section 4.2.f shall be deleted. | |
| Amendment adopted by City of Tipton at Cour 2022. | ncil Meeting on, |
| TM | ayor Bryan Carney |
| Attest: | |
| Amy Lenz, City Clerk | |

AGENDA ITEM#

AGENDA INFORMATION TIPTON CITY COUNCIL COMMUNICATION

DATE:

February 7, 2022

AGENDA ITEM: School Resource Officer - Partnership with Tipton School District

ACTION:

Council Approval

SYNOPSIS: The Tipton Police Department would like to employ a School Resource Officer, in partnership with the Tipton School District. The Tipton School Board has agreed to move forward with this partnership, as long as the City Council is in agreement and funding can be secured for the position.

The total cost of the position is \$83,228.15 and the school district would be responsible for 75% (\$62,421,11) of this cost, while the city would cover 25% (\$20,807.04).

Included with this information is a list of activities that the Police Department has been participating in for the last 10 years. There is also a synopsis of what the S.R.O. would be doing in the schools. A 28E Agreement is attached, along with the breakdown of the numbers for the position.

DATE PREPARED: 2/1/22

BUDGET ITEM:

RESPONSIBLE DEPARTMENT: Police

MAYOR/COUNCIL ACTION:

ATTACHMENTS:

PREPARED BY: Lisa DuFour, Chief of Police

The Tipton Police Department is passionate about protecting and serving our community. But we also make sure to provide positive interactions with our students and teachers. The following list includes some of the activities we participate in:

January-5th grade DARE class - 10 weeks, Kirkwood High School Internships, Mock interviews for 9th-12th grade

February- continue with DARE and walk thru's of all three school buildings in Tipton, Job Fair participation for High School and Middle School students

March-DARE graduation, Active Shooter training in all 3 buildings-along with instruction to all building staff, Stranger Danger for 4th grade students

April- Eddie Eagle gun safety program to all students in K - 2nd grade- This is a National Program that provides information and material about being safe and what to do if a child sees/finds a gun. Stop-Don't Touch-Leave the Area-Go Tell an Adult. After-Prom activities to include Impaired Driving with the Goggles and Mario Cart Simulator

May- Bike Rodeo for all 3rd graders + a free helmet, bike safety talk to all kids in K - 4th grade

June- Summer reading program drop ins/activities, give out DQ coupons to kids wearing their helmets while bicycling, bike safety and general safety to Tiger Club

July-We assist with summer lunch/food program.

August- 1st Day of School Assemblies, Reserves work all the Tipton home football games, provide information to High School students about internet safety, driving/vehicle rules and discuss making good decisions. We also go to specific classes and talk to students about particular subjects-based on the requests from the teachers.

September- 7th grade DARE class-10 weeks, Homecoming activities at all 3 schools-parade, pep rally

October- Touch-a-Truck, Trunk-or-Treat, Spook parade-safety talk to all Elementary kids

November- Hand out hats, gloves & mittens to any child in need, DARE graduation, Mental Health night at the High School

December- Shop w/ A Cop-includes kids from all over Cedar County and Law Enforcement throughout the County, Holiday lighted parade

Other community programs/events - Cub scouts and Girl Scouts talks-earning badges, Silver Cord hours for HS students, Extension Office programs-Cardboard Regatta, Handle w/ Care program with all schools' administrators, counselors and nurses, Library programs on early out days, Oasis Coffee Shop programs-drop ins, Playing B-ball with the kids at the Skate park, drop-ins during school sports activities.

As we begin the discussion of having a School Resource Officer within the Tipton Community Schools, I am sure there are and may be several questions, considerations and possible concerns. I want to share with you from the perspective of the Tipton Police Department, as well as myself being a member of this community.

Policing has changed through the years from being highly incident driven, reactive, to community-oriented policing, proactive. Although we still do and always will respond to incidents that occur, we also believe in being a part of the community we serve. This is done through going beyond responding to incidents to building relationships with businesses and citizens of the community. We build these relationships through business checks, through being involved in community activities and being approachable to community members who want to share thoughts, concerns, or to just have conversation. Our philosophy is not "us", the police and "them", the community. Our philosophy is "we", people of differing positions, ages, and backgrounds within the community that help to make this community a place to raise a family, work, and enjoy life.

Looking at the community of Tipton during the school year, the majority of the population is located within the schools. As a S.R.O. the goal would be to partner with the school administration and staff to have <u>positive contact</u> and <u>communication</u> with students on a daily basis. To <u>build trust</u> with students and be another positive role model in their lives. To work with administration, staff, and students on <u>problem solving solutions</u> to reduce any crime and/or disorder within the school community. (We fully believe that the partnering and problem solving go hand in hand. As we build trust through communication, we can build the partnership of working together to solve any issues that may be occurring.)

I want to share with you the P.I.E. Principle. (Prevention, Intervention, Enforcement)

Prevention:

- Maintain a visible presence on school campus
- Model professional law enforcement standards
- Teach D.A.R.E program and any other programs applicable for students
 - o Internet Safety, Gun Safety, Bullying, Stranger Danger, etc.
- Work with administration and staff on any safety issues

Intervention:

- Build positive relationships with students
- Build positive relationships with parents
- Be approachable to any special needs
- Work with staff counselors in a support role
- Listen Support Refer

Enforcement:

- · Enforcement is based on necessity
- Enforcement is based on problem-solving
- · Notify school officials of all enforcement activity
- Provide due process for all victims and suspects
- Document and address all criminal violations brought to our attention

Provide emergency law enforcement services to imminent threatening and dangerous situations

It is important to note that having a S.R.O. in the school does not mean that the school is unsafe or that there are problems that need to be addressed by police. It means that together, we are taking positive, proactive steps to have a safe and secure school.

There is no ulterior motive for the SRO program. We are not wanting in the school to seek out crime or bad behaviors. If crime happens, we will respond and work with the school for proper discipline. If bad behavior happens, we will be available if asked by school administration, to help in any way we can.

I have had the privilege of being in the schools for the past few years teaching the D.A.R.E. curriculum to 5th and 7th grade students. I have also worked with the school administration on a few criminal matters and feel we worked together in a positive way to bring about a good outcome for some situations. There have also been times that I have spoken with students about making good choices and the consequences that can be related to making bad choices. Some of these students that I have spoken too, I still see in the hallways and we are able to have good conversation.

I do realize that adding a SRO to the schools is not going to be a solution to every issue that may arise but it can be another link in the chain of partnering with other caring adults to be a positive influence in the lives of the students.

Goal = Student Success.

MEMORANDUM OF UNDERSTANDING SCHOOL RESOURCE OFFICER PROGRAM AT TIPTON COMMUNITY SCHOOLS CITY OF TIPTON POLICE DEPARTMENT TIPTON PUBLIC SCHOOLS

We do hereby agree that it is mutually beneficial to all parties for a TIPTON Police Officer to be assigned as School Resource Officer to schools within the City of TIPTON. It is understood by all parties that officers are employees of the City of TIPTON Police Department.

PURPOSE OF MEMORANDOM OF UNDERSTANDING The purpose of this document is to facilitate a clear understanding of roles, duties, expectations, and prove a substitution. This Magnetic during of Understanding (MOLD) is being set fouth on this day.

responsibilities. This Memorandum of Understanding (MOU) is being set forth on this ______ day of _____, 2022 with full recognition that the agreement and document must be a living document to allow for program evolution and provide for some City of TIPTON and TIPTON School District variances, needs, and future changes. This MOU is being set forth to provide universal clarification of expectations, to minimize confusion, and to provide for consistency between officers, schools, principals, and directors.

The TIPTON Police Department recognizes and supports the need for safe schools and a safe learning environment for our youth. In furtherance of that goal, the TIPTON Police Department School Resource Officer shall work in partnership with school officials toward this end. The schools will provide a private office, office furnishings, telephone, and a computer (if required by school district) to the SRO for his/her use in the school. The Police Department will provide any required police equipment, including radios, laptop, and motorized and non-motorized vehicles to the SRO.

MISSION STATEMENT - SCHOOL RESOURCE OFFICER PROGRAM

Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.

TERM of AGREEMENT and RENEWAL

This agreement shall be for one (1) year. This agreement shall commence on July 1, 2022 and shall terminate June 30, 2023.

This agreement may be renewed by written agreement of all the Parties.

This Agreement may be terminated by either party by ninety (90) days written statement of termination directed to the other party. A new agreement will be necessary in any instance if the employed officer no longer is employed by the City of Tipton due to separation on his/her own or termination by the City of Tipton.

FINANCING OF THE SCHOOL RESOURCE OFFICER

The TIPTON SCHOOL DISTRICT will compensate the CITY OF TIPTON for a portion of the total direct salary and benefits incurred for the assigned School Resource Officer at 75% (seventy-five percent), and the CITY OF TIPTON will compensate the officer at 25% (twenty-five percent). Any overtime hours requested by either party to this agreement shall be paid by the party requesting the over time.

TIPTON POLICE DEPARTMENT SCHOOL RESOURCE OFFICER PROGRAM PROGRAM OBJECTIVES

- 1. Friendly contact between the Police Department, school students, and the City's youth.
- 2. Assistance and information sharing concerning problems and issues affecting the schools and students.
- 3. Education of children regarding the role of laws, courts, and Police in society.
- 4. Protection and education of children involving molestation, involvement with older law violators, and other harmful influences.
- 5. Investigation of cases involving juveniles and use of effective alternatives to court whenever possible.
- 6. Prevention of crime or delinquent behavior by juveniles within the School Resource Officers' areas of assignment.
- 7. Effective problem solving and liaison with neighborhoods surrounding the schools, which are affected negatively by the conduct of students.

It should be recognized that School Resource Officers:

- ♦ are encouraged to act and work as a school official when requested, and to work as a team with other school officials for the betterment of students and the school and neighborhood environment as a whole;
- are encouraged to work extracurricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection. Any work by the SRO in this capacity will be approved by the assigned Police Department Supervisor. The SRO will not be used as a replacement officer for off-duty/special duty assignments. It will not relieve the School District of the need to provide adequate security at special events. All after hours work shall be approved by the SRO supervisor in advance;
- ♦ are expected to keep the school principal or his/her designee informed about law enforcement action which occurs on school property and/or which may involve a student. This, of course, will occur consistent with the laws of the State of IOWA.
- ♦ are police officers assigned as Uniform Patrol Officers of the Operations Division of the TIPTON Police Department. As such, their primary responsibilities are to investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, and enforcement of the school code of conduct for the purpose of maintaining a safe and effective learning environment in the schools;
- ♦ are to be involved in school discipline, when it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SRO will take students violating the code of conduct to the principal where school discipline can be meted out.
- ♦ are governed by the rules, policies, shifts, schedules, procedures and practices of the TIPTON Police Department and the City of TIPTON, under the supervision of the Chief of Police;
- ♦ are expected to attend all training, meetings and appointments assigned by the Police Department. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible but the potential exists that such requirements will take precedence over school presence. The officer shall strive to keep the school principal or his/her representative informed about his/her absences and/or activities as appropriate on a need to know basis;

- are considered by the City of TIPTON as "non-exempt" employees covered by the Fair Labor Standards Act and subject to it for compensation and pay; Duty assignment in the summer months and days school is not in session, will be under the direction of the Chief of Police. SRO's may also be required to work regular police duty assignments, at other times when school is not in session, when so directed by the Chief
- are police officers and not school teachers, school administrators, nor school counselors. The officers will assist teachers with classroom presentations on relative topics when requested and able. They will also work with families, individual students and other school staff members with counseling and guidance efforts when requested and appropriate. We, the undersigned, encourage team work, partnerships, cooperation and coordination between the officers, their supervisors and the school administrators and their staff, as well as with the surrounding neighborhood;
- ♦ SROs, School Administration for the respective schools and the assigned Police Supervisor will meet at the beginning of each school year to determine the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly, in an effort to determine the effectiveness of the SRO program.

Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.

SELECTION AND FINANCIAL CONSIDERATION

Officers will be selected by means of a joint selection committee, comprised of three (3) representatives from the TIPTON School District who will be appointed by the Superintendent of Schools; two (2) representatives from the TIPTON Police Department who will be appointed by the TIPTON Chief of Police; and two (2) representatives from the Tipton City Council who will be appointed by the Mayor. The Selection Committee will make recommendations to the Chief of Police. While he/she will duly consider the Committee's recommendations, selection of each School Resource Officer is within the sole discretion of the Chief of Police.

PROGRAM ASSESSMENT

The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly between the TIPTON Police Department and TIPTON Public Schools. The following areas, at a minimum, will be used to evaluate the program:

- ♦ Success of established goals and objectives.
- An internal survey of high school administration, faculty and student council members, primarily concerning perceptions of safety and security.
- Traditional police-citizen contacts (citations, arrests, FIRs, etc.).
- Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).
- ♦Surrounding neighborhood feedback and reaction to police efforts to address issues concerning the schools and students.
- *Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal.

Each officer's effectiveness in the program will be evaluated at the end of each school term. The Principal will provide input into the evaluation. This may include a recommendation to the Chief that the officer not be assigned to that school the following year. The Chief will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building, and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as a school resource officer is within the sole discretion of the Police Chief.

EFFECTIVE DATE

This Memorandum of Understanding is effective July 1, 2022, and shall remain in effect through June 30, 2023, unless renewed by agreement of both parties or terminated as provided herein.

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon sixty (60) days written notice to the other party.

MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

No modification of this Agreement shall be valid or binding unless the modification is in writing, duly dated and signed by both parties.

| Executed this day of, 20 | 22. |
|--------------------------|--------------------------------|
| TIPTON SCHOOL DISTRICT | |
| By: SUPERINTENDENT | ATTEST: SCHOOL BOARD PRESIDENT |
| TIPTON POLICE DEPARTMENT | |
| By: CHIEF OF POLICE | ATTEST: |

OFFICER: DIERN \$ 49,096.17 | \$ 5,000.00 | \$ 1,250.00 | \$ 4,138.04 | \$ 4,138.04 | \$ 4,138.04 | \$ 5,184.00 | \$ 6,308.00 | \$ 612.61 | \$ 362.85 | \$ 2,822.40 | \$ 127.30 | \$ 45.51 BCBS DENTAL IPERS FICA Holiday VAC SICK Comp Ь Wages

\$ 67,760.29 | \$ 11,492.00 | \$ 3,975.86 | \$ 83,228.15

TOTAL

Total

WAGES FICA/IPERS

\$ 20,807.04 \$ 62,421.11 City of Tipton-25%

Tipton School-75%

Provided by PD:

Police Vehicle w/necessary equipment: approx. \$47,000

Uniform & equipme pants, shirt, boots, duty belt w/ equipment and firearm: approx. \$900

Provided by School: small office area to store coat, computer and whatever else SRO may need.

School laptop

January 31, 2022

Honorable Mayor and Members of the Tipton City Council,

I am writing in support of the joint effort by the Tipton Community School District and the Tipton Police Department to fund and deploy a School Resource Officer in the Tipton CSD.

I am uniquely qualified to comment on the efficacy of such a position. In 1984-85 I was a San Diego Police Officer assigned to what was then known as the San Diego Police Secondary School Safety Task Force, one of the first permanent assignments of police officers IN the secondary schools. I was a member of that unit for two school years, and that experience informed my management and deployment of police resources in and around schools during the remainder of my career; particularly as a Chief. Prototype programs such as that in San Diego were model programs for the School Resource Officer programs we see today. I know first hand the positive impacts a School Resource Officer Program can have in schools.

The benefits of a full-time police officer in the schools are legion and manifest not only in enhanced safety of the students, staff, and faculty; but the partnerships and relationships formed between the staff, officer(s) and students has the potential to positively affect the general public safety in the short term, and influence and inform each and every student's perception of their responsibilities and duties as citizens that they will carry into their adult lives.

As Chief I encouraged my officers to spend as much time as practical in and around the schools and to get to know as many of the faculty, staff, and students as possible on a first-name basis, but of course their regular duties precluded a great deal of interaction. Having a full-time School Resource Officer would allow for that interpersonal interaction. Those personal interactions are vital for making those positive bonds and giving the students a healthy perspective of how government works with and for them in their own lives.

There is a dollars and cents cost associated with every program and project. A School Resource Officer program is no different. What is more difficult to assess however, is the return we get from having such a program. Indeed such a program's efficacy cannot be measured in dollars, but rather in building positive relationships, reduction in crime, and perceived increases in the safety and security of our school-aged children while at school.

I urge the Tipton City Council to fully fund this endeavor as soon as practicable to allow our community to experience the positive outcomes that other communities experience from their programs.

Best Regards,

Roger Hakeman

Chief of Police, Retired

Roger a. Hakeman

City of Tipton, IA

AGENDA INFORMATION TIPTON CITY COUNCIL COMMUNICATION

DATE:

2/7/2022

AGENDA ITEM: Easement agreement between the City of Tipton and US Bank to attach

mural panels

ACTION:

Motion to approve, deny or table

SYNOPSIS: Request the approval to proceed with the Easement agreement between the City of Tipton and US Bank Representative(s) to attached mural panels (14' x 12') on their building located at the corner of Cedar and 5th Street. Project is scheduled to be completed summer of 2022.

Mural artist is Sean Tyler, MFA candidate at University of Iowa. The total cost of the mural is \$4,013.00. We received a grant from ARP in the amount of \$2,500.00. Remaining balance will be paid from ED budget.

The easement agreement was approved and largely written by the City Attorney, Doug Herman.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT:

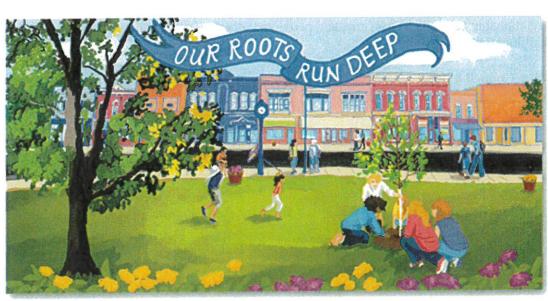
Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Approve, deny or Table

ATTACHMENTS: Easement agreement and picture of mural

PREPARED BY: Linda Beck

DATE PREPARED: 2/3/2022



FAÇADE EASEMENT AGREEMENT

COMES NOW U.S. BANK NATIONAL ASSOCIATION, successor in interest to FIRST NATIONAL BANK, ("Grantor") and THE CITY OF TIPTON, IOWA, an Iowa Municipal Corporation ("Grantee"), and do hereby agree to the following terms and provisions of this this FAÇADE EASEMENT AGREEMENT ("Agreement").

WHEREAS, Grantor owns the following described real property, located in the City of Tipton, County of Cedar, State of Iowa, and legally described as follows:

LOT 6 & W 12' LOT 5 BLK 11 APN: 0480-11-06-108-011-0

And

WHEREAS, Grantee desires to obtain from Grantor and Grantor desires to provide to Grantee a perpetual, permanent FACADE EASEMENT, on, over, across a portion of Grantor's building and property as described above, subject to the terms and provisions of the "Agreement" set forth below.

Agreement

NOW THEREFORE, in consideration of the above and foregoing, and the mutual promises, covenants, and conditions set forth in this Agreement, the sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. **EFFECTIVE DATE.** This agreement shall become effective upon the date of the last signature below.

2. **EASEMENT AREA.** The Easement Area shall be as follows:

The West exterior wall of Grantor's building located on the above-described property and such portions of Grantor's property that are necessary to access the Easement Area for purposes of installing the Mural, maintaining the Mural (as hereinafter defined), and/or replacing the Mural. Grantee shall not be granted access to the interior of Grantor's building.

- 3. **EASEMENT RIGHTS, DURATION, AND EFFECT.** Grantor hereby quitclaims to Grantee, its agents, employees, successors, and assigns, a permanent, perpetual easement with the right, privilege and authority to enter onto, to have access to, to construct, reconstruct, place, install, maintain, operate, remove, repair, maintain, and replace a Mural on the West exterior wall of Grantor's building.
 - a. The Grantee, its successors and assigns, shall have the right of ingress and egress over all of the above-described Easement Area for the purpose of constructing, reconstructing, placing, installing, maintaining, removing, and/or repairing, a Mural on the West exterior wall of Grantor's building, so long as such entry does not interfere with Grantor's access to the property, restrict or block parking spots, or otherwise interfere with Grantor's operations at the location.
 - b. The Grantor, and successors-in-interest, shall not construct or place any buildings, structures, plants, or other obstructions on, in, or encroaching upon the Easement Area which would interfere in any manner with the viewing of the public of the planned Mural.
 - c. The duration of this Agreement shall be permanent and perpetual, and its terms shall run with the land and be binding upon each party's representatives, successors, heirs, and assigns.
 - d. Upon execution of this Agreement each of the Parties shall have the right to enforce the terms of this Agreement at law or in equity.
- 4. **MURAL DESIGN and MAINTENANCE.** The parties agree to the following terms and provisions with regard to "Mural" design and maintenance.
 - a. Grantor shall be provided proposed Mural design, colors, and size and shall have thirty (30) days thereafter to assert any objections to the Mural as proposed, and/or to request additional information related to the proposed Mural. Any Mural, before installation, must receive the approval of the Grantor, to be granted in Grantor's sole discretion.
 - b. Grantee shall be solely responsible for the care and maintenance of the Mural once installed and Grantor shall have no responsibility therefor.
 - c. Grantor shall give thirty (30) days' written notice to Grantee if Grantor at any time determines that the Mural is not being appropriately maintained. Grantee shall see to the repair and/or maintenance of the Mural within said thirty (30) day notice period, said period to be extended for an additional period of thirty (30) days if said thirty (30) day period expires during the months of November through May, said additional thirty (30) day period to commence on June 1st, providing said additional time to ensure warm enough weather to make said repairs and/or to prepare necessary maintenance.
 - i. In the event of notice from Grantor to Grantee as contemplated above, with the subsequent failure of Grantee to repair or maintain the Mural, Grantor may see to the removal of the Mural and in that event this Easement will immediately terminate.
 - d. Grantee may choose to end its' obligation to maintain or repair the Mural at any point after the effective date of this Easement. In the event Grantee determines it appropriate to do so, Grantee shall give Grantor sixty (60) days' notice of said intent. Grantor may choose to take on the maintenance and care of the Mural or may request that Grantee see to the removal of the Mural in a commercially appropriate manner, leaving the property of the Grantor in a condition that as closely resembles the conditions that existed prior to the installation of the Mural.
- 5. **GRANTOR TERMINATION.** This Agreement may be terminated by Grantor upon Grantor's showing of any of the following:
 - a. that the Property is to be sold and the buyer requires removal of the Mural as a condition of the purchase and sale; or

- b. that the property is to be substantially remodeled or altered in a way that precludes continued maintenance of the Mural; or
- c. Grantee fails to complete the Mural as contemplated herein; or
- d. that circumstances have materially changed and the continued existence of the Agreement or maintenance of the Mural substantially impedes Grantor's reasonable use and enjoyment of the Property.
- 6. **INDEMNITY**. Grantee agrees to indemnify, defend and hold harmless Grantor, its affiliates, subsidiaries, agents, employees, successors and assigns from any and all liability, damages, claims, liens, demands, actions, causes of action, attorney fees (including on appeal), losses, costs and expenses of whatsoever nature, arising directly or indirectly from or relating to the Mural, and the installation thereof, or any activity associated with or related to activities of Grantee, its invitees or visitors on the Property.
- 7. **RELEASE**. In consideration of Grantor permitting Grantee to use the Property, Grantee hereby waives, releases, acquits and forever discharges Grantor, its officers, employees and agents of and from any and all claims, liability, demands, causes of action, damages, costs and expenses known or unknown, on account of or in any way resulting from or in connection with the Mural including but not limited to the activities of Grantee, its invitees or visitors on the Property.
- 8. **INSURANCE**. GRANTEE shall obtain and keep in force during time of the installation of the Mural, all necessary policies of general liability and workers compensation.
- 9. **NOTICE**. Notice shall be made to the following addresses, unless otherwise provided for in writing:

| If to Grantor: | U.S. Bank National Association 520 Walnut, Suite 120 Des Moines, IA 50309 OM-IA-0515 Attention: Mary Molloy |
|-----------------|---|
| With a copy to: | U.S. Bank National Association Corporate Real Estate 800 Nicollet Mall (BC-MN-H15F) Minneapolis, MN 55402 |
| If to Grantee: | |

- 10. **CONSIDERATION.** The consideration for the Easement granted herein shall be the creation of a Mural on the exterior of Grantor's building by Grantee, or by others with the support and approval of the Grantee.
- 11. **RECORDING.** Grantee shall record this Agreement in the Office of the Cedar County, Iowa Recorder within a reasonable period following the Effective Date.
- 12. NO OTHER REPRESENTATION. The Parties represent and warrant that no promise, inducement or agreement not expressed in this Agreement, oral or written, express or implied, has been

made and that all terms of this Agreement are contractual and not a mere recital.

- 13. **CONSTRUCTION.** Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context. The captions preceding the Sections are inserted only as a matter of convenience and for reference purposes and should not be considered substantive or relied upon in interpreting any provision of this Agreement. This Agreement shall be considered to have been jointly drafted by the Parties.
- 14. **CAPTIONS**: The captions preceding the Sections are inserted only as a matter of convenience and for reference purposes and should not be considered substantive or relied upon in interpreting any provision of this Agreement.
- 15. **ACKNOWLEDGMENT.** The Parties, by signing this Agreement, acknowledge having carefully read the same, having had an opportunity to consult with counsel concerning the legal effect of this Agreement and its various terms and conditions, and have signed the Agreement voluntarily and without duress or coercion.
- 16. **AUTHORITY.** Grantee, as an Iowa Municipal Corporation, represents that it has taken all action legally required of a municipal corporation to authorize the acceptance or conveyance of easement rights including but not limited to holding public hearings and passing required resolutions.

[signature page follows]

IN TESTIMONY WHEREOF, the Parties have caused this Agreement to be executed as of the date of the last signature set forth below.

| GRANTOR: | | |
|--|---|-----------|
| U.S. Bank National Association By: | | |
| STATE OF) COUNTY OF) | | |
| This instrument was executed and, 2022, by | d acknowledged before me on this day | of |
| | Notary Public | |
| GRANTEE: CITY OF TIPTON, IOWA, an Iowa Municipal Corporation | | |
| By: | | |
| Attest:City Clerk | | |
| STATE OF IOWA) COUNTY OF) | | |
| This instrument was executed and 2022, byowa, on behalf of said Municipal Corporation. | acknowledged before me on this day of the City of Tipto | of on, |
| | Notary Public | |

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