

## City of Tipton, Iowa

**Meeting:** Tipton City Council Meeting  
**Place:** Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772  
**Date/Time:** Monday, September 22, 2025, 5:30 p.m.  
**Web Page:** [www.tiptoniowa.org](http://www.tiptoniowa.org)  
**Posted:** Friday, September 19, 2025 (Front door of City Hall & City Website)

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

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

You can also dial in using your phone.

Access Code:

642-904-677

United States (Toll Free):

[1 866 899 4679](tel:18668994679)

**Mayor:** Tammi Goerd

<b>Council at Large:</b>	Abby Cummins-VanScoy	<b>Council At Large:</b>	Jason Paustian
<b>Council Ward #1</b>	Kevin Koob	<b>Council Ward #2</b>	Mike Helm
<b>Council Ward #3</b>	Luke Johnston	<b>City Attorney:</b>	Lynch Dallas, P.C.
<b>City Manager:</b>	Brian Wagner	<b>Gas Supt:</b>	Darren Lenz
<b>Finance Director:</b>	Melissa Armstrong	<b>Electric Supt:</b>	Jon Walsh
<b>City Clerk:</b>	Amy Lenz	<b>Water &amp; Sewer Supt:</b>	Brian Brennan
<b>Dir. Of Public Works:</b>	Steve Nash	<b>Ambulance Svc Dir:</b>	Brad Ratliff
<b>Police Chief:</b>	Lisa DuFour	<b>Economic Dev. Dir.</b>	Linda Beck
<b>Park &amp; Recreation:</b>	Adam Spangler	<b>Library Director:</b>	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 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. Proclamation**

1. Domestic Violence Awareness Month Proclamation

**G. 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, September 8, 2025
2. Approval – Investment and Treasurer’s Reports, August 2025
3. Approval – Airport Minutes, August 9, 2025
4. Approval – Airport Minutes, August 21, 2025
5. Approval – Sugar Creek Township 2025-2026 Fire Protection Agreement

6. Approval – Donating old res-q-jacks struts to Bennett Fire Department
7. Approval – Selling of old fire engine.
8. Approval – Claims Register which includes claims paid under the current Purchase Policy

#### **H. City Business**

1. Discussion and possible action concerning TMI's proposed maintenance agreement for the library.
2. Discussion and possible action concerning outdoor warning sirens.
3. Discussion and possible action concerning selling 2013 Explorer in the police department through PurpleWave.
4. Discussion and possible action concerning update on Schwarz quotes and motel area.
5. Resolution No. 092225A: Resolution approving Option Agreement reference city purchase of 102 East 5<sup>th</sup> Street, Tipton, Iowa.
6. Discussion and possible action concerning the hiring process for the city manager position.  
*(There are three choices for moving forward: Hinson's full proposal, Hinson-Melissa-Brian hybrid proposal, or Melissa-Brian option.)*
7. Closed Session as permitted by Iowa Code Sections 21.5(1)(a), 388.9(1), and 21.5(1)(k), the Council at this time go into closed session to review or discuss records which are required or authorized by state or federal law to be kept confidential; to discuss proprietary information and information required by a noncustomer contracting party to be kept confidential pursuant to a nondisclosure agreement which relates to electric transmission planning and construction and critical energy infrastructure; and to discuss information contained in records in the custody of a governmental body that are confidential records pursuant to section 22.7, subsection 50.
8. Discussion and potential action following the closed session.

#### **I. Reports of Mayor/ Council/ Manager/ Department Heads**

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

#### **J. Adjournment**

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

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

**Proclamation**  
**Domestic Violence Awareness Month**  
**October 2025**

**Whereas,** domestic violence, dating violence, and stalking affects people of all racial, cultural, and economic backgrounds, causing long-term physical, psychological, and emotional harm; and

**Whereas,** one in three Americans has witnessed an incident of domestic violence; and

**Whereas,** children who experience domestic violence are at a higher risk for failure in school, mental illness, substance abuse, suicide, and may choose violence as a way to solve problems later in life; and

**Whereas,** domestic violence in rural communities exists as a hidden, silent, and often unrecognized crime that is often underreported; and

**Whereas,** through the inspiration, courage, and persistence of victims of domestic violence, their children, and advocates, our communities are learning to recognize the impact of violence in the home and within intimate relationships; and

**Whereas,** DVIP/RVAP Domestic Violence and Sexual Assault Crisis Services has worked to end violence in intimate relationships for more than 46 years through the collaborative partnerships of advocates, volunteers, local municipalities, criminal justice, health and human services, faith communities, business leaders, and private citizens; and

**Whereas,** our community's achievements should be commended and we must continue our commitment to respect and support victims of domestic violence and to prevent future violence in our community.

**Now, therefore,** be it resolved that we, the City of Tipton, do hereby proclaim the month of October 2025 to be:

**Domestic Violence Awareness Month**

In City of Tipton, and urge all people to work together to eliminate domestic violence, dating violence, and stalking from our community.

Signed this 22 day of September 2025, in City of Tipton

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Signature of City Clerk  
City of Tipton



September 8, 2025  
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 Goerdts called the meeting to order. Upon roll being called the following named council members were present: Paustian, Koob, Cummins, and Johnston. Absent: Helm. Also present: Wagner, Armstrong, Nash, DuFour, Walsh, B. Brennan, Ratliff, Beck, other visitors, and the press.

**Agenda:**

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

**Consent Agenda:**

Motion by Cummins, second by Paustian to approve the consent agenda which includes August 25<sup>th</sup> Council Meeting Minutes, July 2025 Investment and Treasurer's Reports, South-South Spruce Street Improvements Pay App No. 1 and Change Order No. 1, Homecoming parade route, updated VFW Color Run route, street closure for Trunk or Treat and Car Show, Trick or Treat on October 31<sup>st</sup>, 5:00-7:00 p.m., and street closure for outdoor movie, new totes for garbage and recycling, protective landscape barrier put around new switchgear, selling of 2015 F-150 pickup in electric department, and the following claims list. Following the roll call vote the motion passed unanimously.

AFLAC	AFLAC AFTER TAX PY W/HOLDING	584.78
ASCENT AVIATION GROUP INC	2299 GL AVIATION FUEL	10096.36
AT&T MOBILITY	WIRELESS	405.44
AXA EQUI-VEST PROCESSING	DEF. COMP PRETAX	200.00
BRAND NEW ENGINES	OPERATING SUPPLIES	19.23
BREEDLOVE SPORTING GOODS	7 CASES FIELD PAINT	504.00
CAPITAL ONE	OFFICE SUPPLIES	60.93
CEDAR COUNTY ENGINEER	FUEL	1443.14
CINTAS	UNIFORMS	682.79
CITY OF TIPTON FUNDS	ADMIN SERVICES	349209.02
CITY OF TIPTON-REVOLVING	CENTRAL GARAGE REPAY	25577.71
CITY UTILITIES	CITY UTILITIES	22385.26
CLIFTON LARSON ALLEN LLP	AUDIT	21000.00
COLLECTION SERVICES CENTER	CHILD SUPPORT	59.52
COPY SYSTEMS	COPIES	13.48
D & R PEST CONTROL	D & R PEST CONTROL	230.60
ELECTRICAL ENGINEERING	REPAIR SUPPLIES	300.32
EMC INSURANCE	CLAIM 1888412	2500.00
ERIC STORJOHANN	2 BURIALS	500.00
FELD FIRE	3 HELMETS	1214.00
FOSTERS KRAUS	REPAIR AC UNIT	190.00
GARDEN & ASSOCIATES INC	STORM WATER MANAGEMENT	20466.65
GRAINGER	3 PHASE RELAY	112.54
GRASSHOPPER LAWN CARE	WEED CONTROL	158.60
HI LINE INC	METERS SUPPLIES	61.50
I.R.S.	FEDERAL WITHHOLDING	27595.24
IAMU	APPRENTICESHIP FEES	1528.33



IOWA ONE CALL	LOCATES	72.00
IPERS	IPERS WITHHOLDING, FIRE	17116.86
KARL EMERGENCY VEHICLES	REPAIR PARTS	549.05
KILBURG EQUIPMENT LLC	REPAIR PARTS	1469.09
KIRKWOOD COMMUNITY COLLEGE	TRAINING	50.00
LAWSON PRODUCTS INC	SHOP SUPPLIES	111.56
ELECTRONICS INC	ALARM SERVICES	120.00
LISBON-MT VERNON AMBULANCE	PARAMEDIC INTERCEPTS	600.00
MBR INC	FREEZER REPAIRS	284.25
MC CLURE ENGINEERING	AIRPORT APRON & RUNWAY	2436.90
MIDAMERICAN ENERGY COMPANY	SEPTEMBER CASH REQUEST	78000.00
MISC. VENDOR	MISC VENDORS	7768.95
MUNICIPAL SUPPLY INC	WATER MAIN REPAIR SUPPLIES	457.52
O'ROURKE MOTORS INC	REPAIR PARTS	3949.25
OFFICE EXPRESS	OFFICE SUPPLIES	376.32
OFFICE MACHINE CONSULTANTS	MANAGEMENT NETWORK SERVICES	3145.00
QUADIENT FINANCE USA INC	POSTAGE	2000.00
RAY'S PLUMBING HEATING AIR	4 FAUCETS, 2 ANGLE VALVES	462.00
RODNEY'S YARD MOWING	MOWING	1420.00
RVM LANDSCAPING LLC	RESTORATION WORK	553.50
SADLER POWER TRAIN	COMMERCIAL LINK PACKAGE	7564.50
SPINUTECH INC	EMAIL MARKETING	25.00
T & M CLOTHING	FLAG FOOTBALL EQUIPMENT	1090.00
TEST INC	WASTEWATER TESTING	1739.00
THE HARTFORD	LONG TERM DISABILITY	959.59
TREASURER, STATE OF IOWA	STATE WITHHOLDING	2817.78
VAN METER INC	RELAY & SOCKET	51.17
VEENSTRA & KIMM INC	SOLAR SITE PLAN & SWPPP REVIEW	5402.20
VESTIS	MATS	189.17
WENDLING QUARRIES INC	13.64 TN MANSAND	231.88
WERLING ABSTRACT COMPANY	ABSTRACTS	2300.00
WINDSTREAM	MONTHLY SERVICES	1135.76
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	675.00
** TOTAL **		632222.74
FUND TOTALS		
001 GENERAL GOVERNMENT		88604.85
110 ROAD USE TAX FUND		28496.90
112 TRUST AND AGENCY FUND		48441.75
121 LOCAL OPTION TAX		27637.33
125 TIF SPECIAL REVENUE FUND		22022.58
160 ECONOMIC/INDUSTRIAL DEV		124.57
192 FIRE ENTERPRISE TRUST		5369.75
320 ELECTRIC SOLAR PROJECT		5402.20

600	WATER OPERATING	17763.48
610	WASTEWATER/AKA SEWER REV	63857.49
630	ELECTRIC OPERATING	173725.57
640	GAS OPERATING	34045.34
660	AIRPORT OPERATING	12811.01
670	GARBAGE COLLECTION	19363.35
740	STORM WATER	6812.89
810	CENTRAL GARAGE	19274.80
835	ADMINISTRATIVE SERVICES	28984.58
860	PAYROLL ACCOUNT	29484.30
	GRAND TOTAL	632222.74

Payroll Amount for August 2025 \$266,595.14

### City Business

1. Ordinance No. 596: An ordinance amending Chapter 110 Gas Utility, Section 110.07 of the City Code of Ordinances

Motion by Paustian, second by Johnston to approve the final reading of Ordinance No. 596: An ordinance amending Chapter 110 Gas Utility, Section 110.07 of the City Code of Ordinances. Following the roll call vote the motion passed unanimously.

2. Resolution No. 090825A: Resolution approving and accepting voluntary annexation of city owned property.

Motion by Paustian, second by Koob to approve Resolution No. 090825A, the resolution approving and accepting voluntary annexation of city owned property. Following the roll call vote the motion passed unanimously.

3. Resolution No. 090825B: Resolution authorizing and approving a loan agreement providing for the placement and issuance and securing the payment of \$1,950,000 Electric Revenue Bonds, Series 2025

Motion by Paustian, second by Cummins to approve Resolution No. 090825B, the resolution authorizing and approving a loan agreement providing for the placement and issuance and securing the payment of \$1,950,000 Electric Revenue Bonds, Series 2025. Following the roll call vote the motion passed unanimously.

4. Hiring process for the city manager position.

Council discussed the city manager job description, residency requirements, and should a hiring consultant be used.

5. Closed session as permitted by Iowa Code Sections 21.5(1)(a), 388.9(1), and 21.5(1)(k),

the Council at this time go into closed session to review or discuss records which are required or authorized by state or federal law to be kept confidential; to discuss proprietary information and information required by a noncustomer contracting party to be kept confidential pursuant to a nondisclosure agreement which relates to electric transmission planning and construction and critical energy infrastructure; and to discuss information contained in records in the custody of a governmental body that are confidential records pursuant to section 22.7, subsection 50.

Motion by Cummins, second by Paustian to adjourn from regular session to closed session at 6:24 p.m. Following the roll call vote the motion passed unanimously.

### Roll call to return to regular session:

The council reconvened to regular session from closed session at 6:45 p.m. with the following named council member's present: Cummins, Paustian, Koob, and Johnston. Motion by Paustian, second by Johnston to reconvene to regular session from closed session. Following the roll call vote the motion passed unanimously.

6. Potential action following closed session to direct staff to proceed as directed in closed session.

Motion by Cummins, second by Koob to authorize course of action resulting from the previous closed session. Following the roll call vote the motion passed unanimously.

**Adjourn:**

With no further business to come before the council a motion to adjourn was made by Koob, second by Paustian. Following the roll call vote the motion passed unanimously.  
Meeting adjourned at 6:49 p.m.

Mayor\_\_\_\_\_

Attest:\_\_\_\_\_  
City Clerk

**REVENUE RECEIVED****Jul-25**

Property Taxes	15,400.73
Local Option Sales Tax	41,273.72
Licenses & Permits	2,485.00
Use of Money and Property	52,121.44
Intergovernmental	36,446.48
Charge for Services	801,512.22
Special Assessment	0.00
Miscellaneous	127,696.33
Sale of Fixed Assets	0.00
<b>TOTAL</b>	<b>\$1,076,935.92</b>

**REVENUE RECEIVED****Aug-25**

Property Taxes	0.00
Local Option Sales Tax	28,016.46
Licenses & Permits	2,693.68
Use of Money and Property	36,871.53
Intergovernmental	36,051.84
Charge for Services	749,512.84
Special Assessment	0.00
Miscellaneous	127,495.45
Sale of Fixed Assets	0.00
<b>TOTAL</b>	<b>\$980,641.80</b>



City of Tipton  
MTD Treasurers Report  
As of August 31, 2025

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	A/R NET CHANGE	M-T-D EXPENSES	A/P CHANGE	ENDING CASH BALANCE	Y-T-D INVESTMENTS	BALANCE WITH INVESTMENTS
001-GENERAL GOVERNMENT	419,809.42	182,011.78	0	321,039.47	0	280,781.73	337,190.07	617,971.80
110-ROAD USE TAX FUND	489,380.61	36,059.84	0	19,273.93	0	506,166.52	149,211.42	655,377.94
112-TRUST AND AGENCY FUND	7,466.09	0	0	48,441.75	0	-40,975.66	0	-40,975.66
119-Emergency Fund	5,698.22	0	0	0	0	5,698.22	0	5,698.22
121-LOCAL OPTION TAX	259,753.07	28,303.02	0	28,303.70	0	259,752.39	0	259,752.39
125-TIF SPECIAL REVENUE FUND	-84,985.47	0	0	22,022.58	0	-107,008.05	90,820.82	-16,187.23
160-ECONOMIC/INDUSTRIAL DEVEL	571,019.48	15,511.64	0	5,124.57	0	581,406.55	14,865.50	596,272.05
168-AQUATIC CENTER CAMPAIGN F	-576,279.12	0	0	0	0	-576,279.12	0	-576,279.12
189-LIBRARY TRUST FUND	21,280.61	59.15	0	400	0	20,939.76	0	20,939.76
190-P S SHARE FUND	53,514.73	724.84	0	0	0	54,239.57	0	54,239.57
192-FIRE ENTERPRISE TRUST	318,011.64	457.91	0	5,369.75	0	313,099.80	0	313,099.80
202-ELECTRIC REVENUE BONDS	15,664.79	15,150.67	0	0	0	30,815.46	0	30,815.46
203-06 ELECTRIC SUBSTATION RE	556,338.47	19,413.50	0	0	0	575,751.97	0	575,751.97
208-WW/SEWER REVENUE BOND SIN	190,709.65	48,170.20	0	0	0	238,879.85	0	238,879.85
222-GO BOND 2015 DEBT SERVICE	98,250.56	4,232.73	0	0	0	102,483.29	0	102,483.29
224-GO BOND DEBT SERVICE	2,891.59	3.19	0	0	0	2,894.78	0	2,894.78
226-GO BOND SERIES 2021	45,159.59	5,425.56	0	0	0	50,585.15	0	50,585.15
228-GO BOND SERIES 2023	316,207.84	25,247.44	0	0	0	341,455.28	0	341,455.28
317-GO CP 2023	-214,081.68	0	0	0	0	-214,081.68	0	-214,081.68
319-INDUSTRIAL FEEDER PROJECT	246,805.40	0	0	0	0	246,805.40	0	246,805.40
320-ELECTRIC SOLAR PROJECT	-334,575.00	0	0	0	0	-334,575.00	0	-334,575.00
500-CEMETERY TRUST FUND	15,600.00	450	0	0	0	16,050.00	115,308.66	131,358.66
600-WATER OPERATING	954,595.66	57,968.78	0	40,075.76	0	972,492.68	0	972,492.68
610-WASTEWATER/KA SEWER REVE	255,559.27	83,222.36	0	87,084.33	0	251,697.30	243,588.82	495,286.12
630-ELECTRIC OPERATING	-209,603.36	503,590.38	2,596.98	590,215.41	0	-298,825.37	440,072.36	141,246.99
631-ELECTRIC DEVELOPMENT	9,399.20	10.38	0	0	0	9,409.58	0	9,409.58
632-ELECTRIC RENEWAL/REPLACEM	410,357.57	453.21	0	0	0	410,810.78	0	410,810.78
633-ELECTRIC RESERVE	366,373.49	404.63	0	0	0	366,778.12	92,896.07	459,674.19
634-ELECTRIC BOND/INT RESERVE	120,632.95	133.23	0	0	0	120,766.18	184,439.54	305,205.72
640-GAS OPERATING	508,181.86	36,400.49	0	79,986.56	0	464,595.79	0	464,595.79
641-GAS D.E.I.	5,816.08	6.42	0	0	0	5,822.50	11,731.41	17,553.91
660-AIRPORT OPERATING	1,986.91	4,475.06	0	11,126.98	0	-4,665.01	0	-4,665.01
670-GARBAGE COLLECTION	108,688.24	47,742.18	0	55,152.17	0	101,278.25	0	101,278.25
740-STORM WATER	231,710.90	8,276.39	0	7,900.97	0	232,086.32	0	232,086.32
810-CENTRAL GARAGE	55,741.82	36,595.84	0	24,087.51	0	68,250.15	0	68,250.15
820-PSF HEALTH INSURANCE	68,339.34	2,944.81	0	3,173.91	0	68,110.24	0	68,110.24
835-ADMINISTRATIVE SERVICES	158,271.31	78,728.88	0	45,377.57	0	191,622.62	0	191,622.62
860-PAYROLL ACCOUNT	4,392.31	0	0	-3,122.59	0	1,269.72	0	1,269.72
950-ELECTRIC METER DEPOSITS	1,031.95	1,116.60	0	695	0	1,453.55	11,731.41	13,184.96
951-WATER METER DEPOSITS	1,828.87	432.13	0	335	0	1,926.00	0	1,926.00
952-GAS METER DEPOSITS	10,395.77	666.76	0	400	0	10,662.53	0	10,662.53
GRAND TOTAL	5,487,344.63	1,244,390.00	2,596.98	1,395,586.92	-3,122.59	5,330,428.14	1,691,856.08	7,022,284.22

Ending Cash Bal	5,330,428.14
O/S Deposits	-11,336.45
O/S Checks	245,519.21
CC Cleared	0.00
CC Outstanding	3,373.67
Bank Balance	5,567,984.57

2396.98



## Tipton Airport Committee Meeting

Tuesday August 9, 2025 at 5:07 PM, at the terminal, Mathews Memorial Airport, Tipton, Iowa.

Max Coppess called the meeting to order with a roll call. Those present: Max Coppess, Dennis Pearson and Scott Pearson.

Abby Cummins-Vanscoy and Kevin Koob were present as council representative.  
Adam Thompson was present as representative for McClure Engineering  
Brian Wagner was present as a guest.

Meeting agenda was approved with motion by Dennis and second by Scott. Motion carried.

### Ramp project update

Construction meeting with Heuer Construction was on August 27<sup>th</sup>  
Heuer Construction estimates start date October 1, expects 3 weeks construction time, 30 days allowed.  
Airport will be closed during construction

### Future CIP projects

Discussed potential BIL and AIP projects. 5% match will expire with 2026 projects.  
Planning taxiway construction with added apron. Terminal roof and septic for state grant.

### Farm Lease

Termination of lease with Kaufman did not get sent in time. Lease automatically renewed.

### Rohlf Memorial

Max discussed potential memorial plans with Karen Rohlf, she was not in favor of naming the terminal building for him, but a scholarship or air academy in his name would be of interest. Scott will research possibilities.

### Unscheduled

Update on negotiations with the Brennan family.  
Hangar door on east community hangar has a hydraulic hose starting to weep.  
Fly Iowa tickets for this weekend available from McClure.

### Manager's Report

2140 gallons in tank. Cost is now \$4.45 from \$4.70. Computer is not communicating with Fuel Master, will have CPEC look at it next time they're out. Until then, will leave fuel at \$5.70.  
Received \$1180 from Twin States for fuel flowage fees. Haven't heard from Liqui Grow or Co-op yet.  
County secondary roads mowed the ditch.  
All runway lights working now.

Meeting adjourned at 5:45PM with a motion by Dennis and a second by Scott. Motion carried.

Respectfully submitted by Scott Pearson with assistance from Max Coppess.

This meeting is held at the airport terminal and is always open to the public. Minutes are posted on the bulletin board inside the terminal.



## Tipton Airport Committee Meeting

Thursday August 21, 2025 at 5:07 PM, at the terminal, Mathews Memorial Airport, Tipton, Iowa.

Max Coppess called the meeting to order with a roll call. Those present: Max Coppess, Rick Sawyer, Dennis Pearson, Mike Moes, and Scott Pearson.

Abby Cummins-Vanscoy was present as council representative.  
Brian Wagner was present as guest.

Meeting agenda was approved with motion by Mike and second by Rick. Motion carried.

### Jim Rohlf Memorial

Discussed potential memorials for committee member and former manager Jim Rohlf.

Meeting adjourned at 5:34PM with a motion by Rick and a second by Dennis. Motion carried.

Respectfully submitted by Scott Pearson with assistance from Max Coppess.

This meeting is held at the airport terminal and is always open to the public. Minutes are posted on the bulletin board inside the terminal.

# CITY OF TIPTON - SUGAR CREEK TOWNSHIP

## 2025-2026 FIRE PROTECTION AGREEMENT

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

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

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

IT IS, THEREFORE, AGREED AS FOLLOWS:

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

2. DURATION OF AGREEMENT. This Agreement shall be effective from July 1, 2025 to June 30, 2026 and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1 of the year of renewal date, in writing, or unless termination by mutual agreement of the parties. This Agreement becomes effective on the date of signing by the parties

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

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

5. FINANCIAL PROVISION. The Township shall pay the Proving Agency on or before June 30, 2025 the sum of \$2,426.93 which shall be for the period commencing on the July 1, 2025 and running to June 30, 2026.

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

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

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

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

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

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

CITY OF TIPTON:

\_\_\_\_\_  
MAYOR, Tammi Goerdt

\_\_\_\_\_  
ATTEST, City Clerk

\_\_\_\_\_  
TRUSTEE/CLERK

Kerry W. W. W.  
\_\_\_\_\_  
TRUSTEE/CLERK

Roger Sessler  
\_\_\_\_\_  
TRUSTEE/CLERK

Kim R. R.  
\_\_\_\_\_  
TRUSTEE/CLERK

\_\_\_\_\_  
DATE

March 10, 2025  
\_\_\_\_\_  
DATE

RECEIVED SEP 16 2025



AGENDA ITEM:

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

**DATE:** 9/22/2025

**AGENDA ITEM:** Donating old res-q-jacks

**ACTION:** Motion to Approve, Deny or Table

**SYNOPSIS:** We purchased new Res-Q-Jack Struts at the end of last fiscal year. We have received and have put them into service. I would like to surplus our old struts and donate them to the Bennett Fire Dept. The old struts are roughly 20 years old but still functionable. Bennett currently doesn't have struts, and they would be very beneficial to them. I'm asking permission to donate the old struts.

**PREPARED BY:** Sean Paustian, Fire Chief

**DATE PREPARED:** 09/12/2025

AGENDA ITEM:

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

**DATE:** 9/22/2025

**AGENDA ITEM:** Selling of old fire engine.

**ACTION:** Motion to Approve, Deny or Table

**SYNOPSIS:** We purchased a new engine at the end of 2020. Since that point it has been listed with Brindlee Fire Apparatus, an online broker, and we have had zero inquiries on the truck. At this point I'm asking permission to go through the process to list the truck as surplus and advertise it locally for sale. If the truck does not sell we will look at donating it to a department in need or repurposing for city use.

**PREPARED BY:** Sean Paustian, Fire Chief

**DATE PREPARED:** 09/12/2025

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION
POLICE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING
			MEDICARE WITHHOLDING
			MEDICARE WITHHOLDING
			MEDICARE WITHHOLDING
			MEDICARE WITHHOLDING
			MEDICARE WITHHOLDING
			MEDICARE WITHHOLDING
			MEDICARE WITHHOLDING
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT
		IPERS	IPERS REGULAR EMPLOYEES
			IPERS WITHHOLDING EMT
			IPERS WITHHOLDING POLICE
		LYNCH DALLAS PC	LEGAL SERVICES
		PRINCIPAL	PRINCIPAL DENTAL POLICY
		VERIZON	TOUGHBOOKS
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY
			TOTAL:
FIRE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING
			MEDICARE WITHHOLDING
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT
		JOHN DEERE FINANCIAL	SUPPLIES
			SUPPLIES
			SUPPLIES
		GRASSHOPPER LAWN CARE	WEED CONTROL
		IPERS	IPERS WITHHOLDING, FIRE
		LYNCH DALLAS PC	LEGAL SERVICES
			TOTAL:
AMBULANCE	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING
			MEDICARE WITHHOLDING
			MEDICARE WITHHOLDING
			MEDICARE WITHHOLDING
			MEDICARE WITHHOLDING
		AGILITI HEALTH INC	EQUIPMENT REPAIRS
			EQUIPMENT REPAIRS
			EQUIPMENT REPAIRS
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES
			MEDICAL SUPPLIES
			MEDICAL SUPPLIES
		IPERS	IPERS WITHHOLDING EMT
		JOHNSON COUNTY AMBULANCE SERVICE	ALS SERVICE
		PRINCIPAL	PRINCIPAL DENTAL POLICY
		T & M CLOTHING	UNIFORMS
		TIPTON PHARMACY	PHARMAEUTICALS
		UNIVERSITY OF IOWA HEALTH CARE	OCC HEALTH VISIT
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY
			TOTAL:
STREET DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING
			MEDICARE WITHHOLDING
			MEDICARE WITHHOLDING
			MEDICARE WITHHOLDING
			MEDICARE WITHHOLDING
			MEDICARE WITHHOLDING



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION
		CINTAS	UNIFORMS
			UNIFORMS
			UNIFORMS
		CROELL INC	SUPPLIES
		JOHN DEERE FINANCIAL	SUPPLIES
			SUPPLIES
		IPERS	IPERS REGULAR EMPLOYEES
		MANATTS INC	CURB & GUTTER ON LYNN
		PRINCIPAL	PRINCIPAL DENTAL POLICY
		THE SHERWIN- WILLIAMS CO	STREET PAINT
		SPAHN & ROSE LUMBER CO	SUPPLIES
		WENDLING QUARRIES INC	37.56 TN ROAD STONE
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY
			TOTAL: _____
TREES	GENERAL GOVERNMENT	BRAND NEW ENGINES	OPERATNG SUPPLIES
			TOTAL: _____
CEMETERY	GENERAL GOVERNMENT	EASTERN IOWA LIGHT & POWER	UTILITIES
			UTILITIES
		GRASSHOPPER LAWN CARE	CONTRACT PAY 0816-0915
		ERIC STORJOHANN	1 BURIAL
			TOTAL: _____
GENERAL ADMINISTRATION	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
		CINTAS	UNIFORMS
			UNIFORMS
			UNIFORMS
		IPERS	IPERS REGULAR EMPLOYEES
		PRINCIPAL	PRINCIPAL DENTAL POLICY
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY
			TOTAL: _____
LIBRARY	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
		VESTIS	BLDG MAINT SUPPLIES
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT
		BAKER & TAYLOR	BOOKS
			BOOKS
			BOOKS
		CENTRAL IOWA DISTRIBUTING INC	MISC SUPPLIES
		IPERS	IPERS REGULAR EMPLOYEES
		OFFICE MACHINE CONSULTANTS INC	TECH SERVICES
			TECH SERVICES
		PRINCIPAL	PRINCIPAL DENTAL POLICY
		SCHUMACHER ELEVATOR COMPANY	MONTHLY MAINTENANCE
		TOTAL MAINTENANCE INC	MONTHLY SERVICE
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY
			TOTAL: _____

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION
PARK	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
		ALBAUGH PHC INC	TOILET REPAIRS
			TOILET REPAIRS
		AT&T MOBILITY	WIRELESS
		JOHN DEERE FINANCIAL	SUPPLIES
		IPERS	IPERS REGULAR EMPLOYEES
		PRINCIPAL	PRINCIPAL DENTAL POLICY
RECREATION DEPARTMENT	GENERAL GOVERNMENT I.R.S.	SPAHN & ROSE LUMBER CO	SUPPLIES
			SUPPLIES
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY
			TOTAL:
YOUTH RECREATON	GENERAL GOVERNMENT MISC. VENDOR	JILLIAN PAUSTIAN	JILLIAN PAUSTIAN:FLAG FB R
		LAUREN PFAB	LAUREN PFAB:FLAG FOOTBALL
		T & M CLOTHING	UNIFORMS
			TOTAL:
FAMILY AQUATIC CENTER	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT
		ATLANTIC COCA-COLA BOTTLING CO	DRINK ORDER
		AT&T MOBILITY	WIRELESS
			WIRELESS
		CARRICO AQUATIC RESOURCES	CHEMICALS
		CRESCENT ELECTRIC SUPPLY CO	SUPPLIES
			SUPPLIES
			SUPPLIES
			SUPPLIES
			SUPPLIES
			SUPPLIES
		FAMILY FOODS	CONCESSION SUPPLIES
		JOHN DEERE FINANCIAL	SUPPLIES
			SUPPLIES
			SUPPLIES
		STATE HYGIENIC LABORATORY	TESTING
		IPERS	IPERS REGULAR EMPLOYEES
		MBR INC	FREEZER REPAIRS
		PRINCIPAL	PRINCIPAL DENTAL POLICY
		TIPTON CONSERVATIVE	ADS, PRINTING & PUBLISHING
		TIPTON ELECTRIC MOTORS	UPS CHARGES, SUPPLIES, REP
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY
			TOTAL:
ECONOMIC DEVELOPMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING
			MEDICARE WITHOLDING

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	
		AT&T MOBILITY	WIRELESS	
		IPERS	IPERS REGULAR EMPLOYEES	
		MOSCA DESIGN	CHRISTMAS DECOR	
		PRINCIPAL	PRINCIPAL DENTAL POLICY	
		TIPTON CONSERVATIVE	AD	
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	
			TOTAL:	
EXECUTIVE	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	
			MEDICARE WITHHOLDING	
			TOTAL:	
FINANCE & ADMINISTRATI	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	
			MEDICARE WITHHOLDING	
			MEDICARE WITHHOLDING	
			MEDICARE WITHHOLDING	
		CEDAR COUNTY EMERGENCY MANAGEMENT	BALANCE OF ASSESSMENT	
		IPERS	IPERS REGULAR EMPLOYEES	
		PRINCIPAL	PRINCIPAL DENTAL POLICY	
		TIPTON CONSERVATIVE	ADS, PRINTING & PUBLISHING	
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	
			TOTAL:	
BUILDING MAINTENANCE	GENERAL GOVERNMENT I.R.S.		FICA WITHHOLDING	
			MEDICARE WITHHOLDING	
		VESTIS	MATS	
		CINTAS CORPORATION	MEDICAL SUPPLIES	
		IPERS	IPERS REGULAR EMPLOYEES	
			TOTAL:	
STREET DEPARTMENT	ROAD USE TAX FUND	EASTERN IOWA EXCAVATING & CONCRETE LLC	PAY APP NO 1	16
			TOTAL:	16
TRAFFIC SERVICE MAINT.	ROAD USE TAX FUND	I.R.S.	FICA WITHHOLDING	
			MEDICARE WITHHOLDING	
		IPERS	IPERS REGULAR EMPLOYEES	
		PRINCIPAL	PRINCIPAL DENTAL POLICY	
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	
			TOTAL:	
SNOW AND ICE REMOVAL	ROAD USE TAX FUND	I.R.S.	FICA WITHHOLDING	
			MEDICARE WITHHOLDING	
			MEDICARE WITHHOLDING	
			MEDICARE WITHHOLDING	
			MEDICARE WITHHOLDING	
		IPERS	IPERS REGULAR EMPLOYEES	
		PRINCIPAL	PRINCIPAL DENTAL POLICY	
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	
			TOTAL:	
WATER DISTRIBUTION	WATER OPERATING	I.R.S.	FICA WITHHOLDING	
			MEDICARE WITHHOLDING	
			MEDICARE WITHHOLDING	
			MEDICARE WITHHOLDING	
			MEDICARE WITHHOLDING	
			MEDICARE WITHHOLDING	



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT
		CINTAS	UNIFORMS
			UNIFORMS
			UNIFORMS
		JOHN DEERE FINANCIAL	SUPPLIES
			SUPPLIES
		STATE HYGIENIC LABORATORY	TESTING
		IPERS	IPERS REGULAR EMPLOYEES
		PRINCIPAL	PRINCIPAL DENTAL POLICY
		TIPTON CONSERVATIVE	ADS, PRINTING & PUBLISHING
		VAN METER INC	WATER PLANT CONTROLS MATER
			WATER PLANT CONTROLS MATER
			WATER PLANT CONTROLS MATER
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY
			TOTAL: 2
WATER BILL/COLLECT	WATER OPERATING	I.R.S.	FICA WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
		IPERS	IPERS REGULAR EMPLOYEES
		PRINCIPAL	PRINCIPAL DENTAL POLICY
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY
			TOTAL:
WASTEWATER/AKA SEWER	WASTEWATER/AKA SEW	I.R.S.	FICA WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
		CEDAR COUNTY COOP	FUEL, OIL, SUPPLIES
		JOHN DEERE FINANCIAL	SUPPLIES
		IPERS	IPERS REGULAR EMPLOYEES
		PRINCIPAL	PRINCIPAL DENTAL POLICY
		TIPTON ELECTRIC MOTORS	UPS CHARGES, SUPPLIES, REP
		WINDSTREAM	MONTHLY SERVICES
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY
			TOTAL:
LAGOON	WASTEWATER/AKA SEW	EASTERN IOWA LIGHT & POWER	UTILITIES
		TIPTON ELECTRIC MOTORS	UPS CHARGES, SUPPLIES, REP
			TOTAL:
ELECTRIC DISTRIBUTION	ELECTRIC OPERATING	I.R.S.	FICA WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT
		AT&T MOBILITY	WIRELESS
		CJ COOPER & ASSOCIATES INC	SPECIMENS
		CINTAS	UNIFORMS, SHOP TOWELS, MAT
			UNIFORMS, SHOP TOWELS, MAT
			UNIFORMS, SHOP TOWELS, MAT

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION
		CINTAS CORPORATION	UNIFORMS, SHOP TOWELS, MAT
		JOHN DEERE FINANCIAL	MEDICAL SUPPLIES
		MISC. VENDOR HANSEN, SARAH	SUPPLIES
		IPERS	07-0320-15
		LYNCH DALLAS PC	IPERS REGULAR EMPLOYEES
		PRINCIPAL	LEGAL SERVICES
		SHERMCO INDUSTRIES INC	PRINCIPAL DENTAL POLICY
		STUART C IRBY CO	GRID RESILIENCY
			SUPPLIES
			SUPPLIES
			SUPPLIES
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY
			TOTAL:
ELECTRIC POWER PLANT	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
		IPERS	IPERS REGULAR EMPLOYEES
		PRINCIPAL	PRINCIPAL DENTAL POLICY
		SENECA COMPANIES INC	FUEL TANK CLEANING
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY
			TOTAL:
ELECTRIC BILL/COLLECT	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
		IPERS	IPERS REGULAR EMPLOYEES
		PRINCIPAL	PRINCIPAL DENTAL POLICY
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY
			TOTAL:
GAS DISTRIBUTION	GAS OPERATING	I.R.S.	FICA WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT
		AT&T MOBILITY	WIRELESS
		CINTAS	UNIFORMS, SHOP TOWELS, MAT
			UNIFORMS, SHOP TOWELS, MAT
		IPERS	IPERS REGULAR EMPLOYEES
		PRINCIPAL	PRINCIPAL DENTAL POLICY
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY
			TOTAL:
GAS BILL/COLLECT	GAS OPERATING	I.R.S.	FICA WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION
		IPERS	IPERS REGULAR EMPLOYEES
		PRINCIPAL	PRINCIPAL DENTAL POLICY
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY
			TOTAL: _____
AIRPORT	AIRPORT OPERATING	I.R.S.	FICA WITHOLDING
		AUREON COMMUNICATIONS	MEDICARE WITHOLDING
		IPERS	PHONE, INTERNET, CIRCUIT
		MC CLURE ENGINEERING COMPANY	IPERS REGULAR EMPLOYEES
			AIRPORT APRON & RUNWAY
			TOTAL: _____
GARBAGE COLLECTION	GARBAGE COLLECTION	I.R.S.	FICA WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
		CEDAR COUNTY SOLID WASTE	TRANSFER FEES
		CINTAS	UNIFORMS
			UNIFORMS
			UNIFORMS
		JOHN DEERE FINANCIAL	SUPPLIES
		IPERS	IPERS REGULAR EMPLOYEES
		PRINCIPAL	PRINCIPAL DENTAL POLICY
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY
			TOTAL: _____
RECYCLING	GARBAGE COLLECTION	I.R.S.	FICA WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
		IPERS	IPERS REGULAR EMPLOYEES
		PRINCIPAL	PRINCIPAL DENTAL POLICY
		REPUBLIC SERVICES OF IOWA	RECYCLING SORT FEES
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY
			TOTAL: _____
STORM WATER	STORM WATER	I.R.S.	FICA WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
			MEDICARE WITHOLDING
		IPERS	IPERS REGULAR EMPLOYEES
		PRINCIPAL	PRINCIPAL DENTAL POLICY
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY
			TOTAL: _____
INT SRVC-OTHER BUSINES	CENTRAL GARAGE	I.R.S.	FICA WITHOLDING
			MEDICARE WITHOLDING
		ASCENDANCE TRUCK CENTERS LLC	PARTS
			PARTS
			PARTS
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT
		AT&T MOBILITY	WIRELESS
		CJ COOPER & ASSOCIATES INC	SPECIMENS
		CEDAR COUNTY COOP	FUEL, OIL, SUPPLIES
			FUEL, OIL, SUPPLIES



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION
		CINTAS	UNIFORMS
			UNIFORMS
			UNIFORMS
		CINTAS CORPORATION	MEDICAL SUPPLIES
		JOHN DEERE FINANCIAL	PARTS
		GRAINGER	SHOP SUPPLIES
		IPERS	IPERS REGULAR EMPLOYEES
		NAPA AUTO PARTS	PARTS AND SUPPLIES
			PARTS AND SUPPLIES
		PRINCIPAL	PRINCIPAL DENTAL POLICY
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY
			TOTAL:
INT SRVC-OTHER BUSINES ADMINISTRATIVE SER I.R.S.			FICA WITHHOLDING
			MEDICARE WITHHOLDING
			MEDICARE WITHHOLDING
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT
		AT&T MOBILITY	WIRELESS
		MISC. VENDOR LIGHTMART	LIGHTMART:4 LIGHT POLES
		IPERS	IPERS REGULAR EMPLOYEES
		LYNCH DALLAS PC	LEGAL SERVICES
			LEGAL SERVICES
			LEGAL SERVICES
			LEGAL SERVICES
		TIPTON CHAMBER OF COMMERCE	DUES
		PRINCIPAL	PRINCIPAL DENTAL POLICY
		RODNEY'S YARD MOWING	MOW & CLEAN UP 511 W 8TH S
		TIPTON CONSERVATIVE	ADS, PRINTING & PUBLISHING
		WERLING ABSTRACT COMPANY	ABSTRACTS
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY
			TOTAL:
NON-DEPARTMENTAL,	PAYROLL ACCOUNT	I.R.S.	FEDERAL WITHHOLDING
			FICA WITHHOLDING
			MEDICARE WITHHOLDING
		AFLAC	AFLAC AFTER TAX PY W/HOLDI
			AFLAC PY PRETAX WITHHOLDING
			AFLAC AFTER TAX DEDUCTION
		AXA EQUI-VEST PROCESSING OFFICE	DEF. COMP PRETAX
		COLLECTION SERVICES CENTER	CHILD SUPPORT- SPANGLER-96
		IPERS	IPERS WITHHOLDING, FIRE
			IPERS REGULAR EMPLOYEES
			IPERS WITHHOLDING EMT
			IPERS WITHHOLDING POLICE
		PRINCIPAL	PRINCIPAL DENTAL POLICY
			VISION POLICY
		CITY OF TIPTON FUNDS	FIREARM REIMB.
		TREASURER, STATE OF IOWA	STATE WITHHOLDING
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INSURANCE PYM
		CITY OF TIPTON	MISC. EMPLOYEE REIMBURSEME
			TOTAL:

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION
===== FUND TOTALS =====			
	001	GENERAL GOVERNMENT	53,097.85
	110	ROAD USE TAX FUND	170,323.81
	600	WATER OPERATING	24,309.47
	610	WASTEWATER/AKA SEWER REVE	4,609.17
	630	ELECTRIC OPERATING	39,099.34
	640	GAS OPERATING	4,602.09
	660	AIRPORT OPERATING	2,830.11
	670	GARBAGE COLLECTION	9,904.62
	740	STORM WATER	252.11
	810	CENTRAL GARAGE	3,798.74
	835	ADMINISTRATIVE SERVICES	19,015.99
	860	PAYROLL ACCOUNT	32,436.43
-----			
	GRAND TOTAL:		364,279.73
-----			

TOTAL PAGES: 9

CITY CREDIT CARD STATEMENT		cr	999		1010			Card Ttl	-11,287.82
<b>City Manager</b>									
Technology	Copernic	dr	835	5	899	2	64190	93.08	
							<b>Total Charges</b>		<b>93.08</b>
<b>Library</b>									
Building Maint & Repair	Amazon	dr	001	5	410	2	63100	170.66	
Building Supplies	Walmart, Amazon	dr	001	5	410	2	63101	61.85	
Technology	Amazon	dr	001	5	410	2	64190	650.00	
Materials	Walmart, Amazon	dr	001	5	410	2	65020	1,132.52	
Programming	Walmart, Family Foods, Costco	dr	001	5	410	2	65021	120.06	
Office Supplies	Demco, Amazon, Walmart	dr	001	5	410	2	65060	574.28	
Postage/Shipping	USPS	dr	001	5	410	2	65080	1.90	
Miscellaneous	Amazon	dr	001	5	410	2	65980	29.99	
							<b>Total Charges</b>		<b>2,741.26</b>
<b>Ambulance</b>									
Training	PWW Advisory Group, Butterfly	dr	001	5	160	1	62300	453.87	
Op Equip Maint & Repair	Novair	dr	001	5	160	2	63500	92.25	
Advertising	Indeed	dr	001	5	160	2	64020	120.00	
Building Maint. & Repair	Amazon	dr	001	5	430	2	63100	22.98	
Technology	Amazon	dr	835	5	899	2	64190	80.54	
							<b>Total Charges</b>		<b>769.64</b>
<b>Fire</b>									
Op Equip Maint & Repair	Amazon	dr	001	5	150	2	63500	58.91	
Miscellaneous	Amazon	dr	001	5	150	2	65980	27.94	
							<b>Total Charges</b>		<b>86.85</b>
<b>Police</b>									
Training -	Eventbrite	dr	001	5	110	1	62300	107.48	
Uniforms/Equipment	Galls, Gov Deals	dr	001	5	110	2	64350	621.09	
Operating Supplies	Foremost Promotions	dr	001	5	110	2	65070	225.00	
Miscellaneous	Cedar Valley Outfitters	dr	001	5	110	2	65980	894.51	
							<b>Total Charges</b>		<b>1,848.08</b>
<b>Electric</b>									
Miscellaneous	FRSafety Closeouts	dr	630	5	820	2	65980	341.70	
Operational Equip & Repair	Amazon	dr	630	5	821	2	63500	569.72	
							<b>Total Charges</b>		<b>911.42</b>
<b>Public Works</b>									
Uniforms/Equipment	Theisen's	dr	001	5	210	2	64350	158.99	
Miscellaneous		dr	810	5	899	2	65980	138.03	
Repair Parts	Amazon	dr	810	5	899	2	63321	48.14	
Computer Supplies	Bosch	dr	810	5	899	2	65065	855.00	
Operating Supplies	Amazon	dr	810	5	899	2	65070	74.89	
							<b>Total Charges</b>		<b>1,275.05</b>



[illegible]

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

**DATE: 09/22/2025**

**AGENDA ITEM: Total Maintenance, Inc. Total Coverage Maintenance Agreement**

**ACTION: Discuss and approve**

**SYNOPSIS:**

**Total Coverage Maintenance Agreement (TA 4 times/year): \$6,564.00/year**

**Programmed Maintenance Agreement (PM 4 times /year): \$4,356.00/year**

**Programmed Maintenance Agreement (PM 2 times/year): \$2,964.00/year**

**Attachments –**

- TMI Total Coverage Maintenance Agreement TA-15043 (Current) - emergency service calls, parts and labor, are covered, TMI requires four PM visits per year to manage our risk.
- TMI PM-25052 Provides for the four(4) seasonal PM visits per year. DOES NOT provide for emergency service calls
- TMI 2XPM-25053 Provides for the two(2) seasonal PM visits per year. DOES NOT provide for emergency service calls
- Seasonal Boiler task list
- Seasonal forced air task list
- 3 options - Summaries including the annual prices

Below are some helpful notes that I pulled from our recent email exchange.

**Q&A from 8/26/2025**

Our TMI Total Coverage Maintenance Agreement (attached) does provide for four proactive maintenance visits for your heating and cooling systems. These proactive visits are auto-dispatched from TMI for the appropriate season. Our assigned service technician completes the seasonal task list to focus on safety, comfort, energy efficiency, equipment longevity, and reliability. Our program also includes water testing and water treatment for the health of the boiler and piping throughout the heating system.

In addition to the four proactive visits per year, the TMI Total Coverage Maintenance Agreement also provides for emergency service calls, including parts and labor, for all of the equipment listed in the Schedule A of the agreement. This service is available to the Tipton Public Library 24/7/365. The Total Coverage portion is subject to the Limitations of Liability in the agreement. We reviewed these terms in your office.

Please let me know if there are any other outstanding questions. I am happy to meet with interested parties to review our service and answer any questions.

## AGENDA ITEM: Total Maintenance, Inc. Total Coverage Maintenance Agreement

### Q&A from 9/9/2025

With the TMI Total Coverage Maintenance Agreement, where the emergency service calls, parts and labor are covered, TMI requires four visits per year to manage our risk.

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#### Why four proactive visits?

Typically, four visits per year is the minimum scope for a commercial setting. This is an industry standard. We have required tasking for each of the four seasons. At the Tipton Public Library, the four visits are mostly due to the boiler, pumps and the related control devices.

#### Hot Water Heating System -

1. Pre-heating season (Annual Inspection – tasks attached) inspection (Fall) This comprehensive check prepares the boiler for the heating season. Technicians inspect the heat exchanger, burner components, venting system, and safety controls. They clean the unit, test ignition systems, check for leaks, and verify proper combustion air supply.
2. Mid-season check (Operation Inspection – tasks attached) (Winter) A shorter maintenance visit during peak operating season to ensure everything is running efficiently. This includes checking operating pressures and temperatures, inspecting for any issues that may have developed, and performing minor adjustments to maintain optimal performance. During this visit, very cold temperatures are desired. The technician can evaluate the operation under the harshest of conditions. This is also a good visit to check with Denise and other to address any comfort issues.
3. Post-heating season service (Spring) After the heating season ends, this visit focuses on shutting down the system properly and addressing any wear that occurred during heavy use. Technicians clean the system, inspect for corrosion, or damage, and prepare the boiler for any required inspections by the State or insurance company. On the inspector's schedule, this can also include a "teardown" of the boiler.
4. Summer maintenance visit During the off-season, this allows for more extensive maintenance work without disrupting heating service. The summer visit is an excellent time to address any concerns the insurance inspector might have. This might include detailed cleaning of heat exchangers, replacement of worn components, water treatment system maintenance, and any necessary repairs or upgrades. This visit also includes reassembly.

In addition to the proactive visits listed above, TMI also provides for water testing and treatment for the boiler water.

#### Forced Air - Air conditioning System -

The air handlers and air conditioners have a similar schedule

1. Pre-cooling season service (Annual Inspection – tasks attached) inspection (Spring) Focus on the air conditioning components: cleaning or replacing air filters, cleaning evaporator and condenser coils, checking refrigerant levels and pressures, testing electrical connections and compressor operation, calibrating thermostats for cooling mode, inspecting ductwork, and verifying proper condensate drainage.
2. Peak cooling season check (Operation Inspection – tasks attached) (Mid-summer) A performance verification visit during maximum air conditioning usage to monitor operating pressures and temperatures, check electrical draw on compressor and fan motors, inspect for refrigerant leaks, verify adequate airflow, and adjust to maintain cooling efficiency during the heaviest demand period. . This is also a good visit to check with Denise and others to address any comfort issues. Change and date filters.



**AGENDA ITEM: Total Maintenance, Inc. Total Coverage Maintenance Agreement**

3. Post-season service (Fall) Prepare air handlers for transition to heating season. Inspecting the venting system, replacing filters, and verifying proper outdoor air for the heating season. Also includes shutting down the AC system properly for the season.
  4. Mid-heating season check (Winter) Light visual inspection. This visit also includes planning for any needed repairs before the next cooling season.
- 

The TMI Total Coverage Maintenance Agreement is also the chosen scope of service for our other Tipton clients:

- Cedar County Courthouse – Six (6) visits year
- Cedar County Jail – Four(4) visits per year
- CDS Tipton – 411 East South Street - Four(4) visits per year

Finally, our TMI Total Coverage Maintenance Agreement provide for the following benefits as well:

- Preferred pricing.
- Preferred response time. (24/7/365)
- An assigned service technician to include phone number and email address.
- Boiler water treatment.
- Upgraded pleated filter service.
- Coil cleaning.
- Preparation for boiler inspection and reassembly.

**CIP ITEM:** No

**RESPONSIBLE DEPARTMENT:** Library

**MAYOR/COUNCIL ACTION:** Discuss and approve

**ATTACHMENTS:** yes

**PREPARED BY:** Denise Smith

**DATE PREPARED:** 09/17/25



*Heating Air Conditioning Plumbing Appliance*

**Preventive Maintenance Options for:  
Tipton Community Library...**

**Total Coverage Maintenance Agreement(TA 4X Year):** TMI will provide periodic maintenance service. Further, this program includes emergency service calls 24 hours a day 365 days per year. TMI's TA would also include any costs, parts and labor, associated with the replacement of worn, failed, or doubtful components of equipment as described in the Total Agreement.

***Cost =\$6,564.00/Year***

**Programmed Maintenance Agreement (PM 4X Year):** TMI will provide periodic maintenance service a specified number of times per year as described in the Programmed Maintenance Agreement. The same detailed tasking lists are used for the preventive maintenance inspection and the total coverage inspection. The difference falls in which party is responsible for any costs, parts and labor, associated with the replacement of worn, failed, or doubtful components of equipment as described in the Total Coverage Agreement.

***Cost = \$4,356.00/Year***

**Programmed Maintenance Agreement (PM 2x/Year):** As with the other agreements, TMI will provide periodic maintenance service a specified number of times per year as described in the agreement. The "Standard" tasking list targets the most critical areas of the HVAC System. The Standard Programmed Maintenance Agreement offers a short term budget alternative while providing industry standard maintenance.

***Cost = \$2,964.00/Year***

Please consult the actual agreement for the specific details.

### **SPLIT SYSTEM UNIT – ANNUAL MAINTENANCE INSPECTION**

1. Check power supply operation
2. Check volts/amps of compressors
3. Check volts/amps of condenser fan motors, where applicable
4. Inspect starters and contact surfaces
5. Measure operating temperatures
6. Measure refrigerant charge
7. Check all belts, where applicable
8. Change belts as needed
9. Verify all safety controls
10. Verify head pressure controls
11. Check all operating controls
12. Check and tighten all electrical connections
13. Lube motors/bearings, where applicable
14. Inspect and clean condenser coil, where applicable
15. Inspect for oil/refrigerant leaks
16. Inspect cap tubes/piping for chafing
17. Inspect and clean outside air intakes
18. Inspect expansion valve bulb clamp
19. Document and investigate unusual noises/vibrations
20. Inspect cabinetry/hardware conditions
21. Verify structural integrity of unit

### **SPLIT SYSTEM UNIT – OPERATIONAL PREVENTIVE MAINTENANCE INSPECTION**

1. Check power supply operation
2. Check volts/amps of compressors
3. Check volts/amps of condenser fan motors, where applicable
4. Inspect starters and contact surfaces
5. Measure operating temperatures
6. Measure refrigerant charge
7. Check all belts, where applicable
8. Verify all safety controls
9. Check all operating controls
10. Check and tighten all electrical connections
11. Inspect condenser coil, where applicable
12. Inspect for oil/refrigerant leaks
13. Inspect cap tubes/piping for chafing
14. Inspect outside air intakes
15. Inspect expansion valve bulb clamp
16. Document and investigate unusual noises/vibrations
17. Inspect cabinetry/hardware conditions
18. Verify structural integrity of unit



## **BOILER/FURNCE GAS/OIL – ANNUAL MAINTENANCE INSPECTION**

1. Inspect and verify proper burner operation
2. Check flame composition and shape
3. Perform combustion and draft test and document on work order.
4. Inspect and clean nozzles, passages, and orifices
5. Inspect for soot and corrosion.
6. Adjust fuel/air ratio
7. Check and clean pilot and igniters
8. Adjust combustion controls where applicable
9. Inspect burner control system
10. Check high temperature safety limit.
11. Check flame failure safety.
12. Check high/low gas pressure cut-off
13. Check gas regulator and gas pressure
14. Verify condition of burner linkages
15. Inspect for gas leaks and overall security
16. Verify gas safety switch
17. Check gas valve/operation and leak by
18. Measure and verify draft fan
19. Service circulating pump system where applicable
20. Verify water cutoff where applicable
21. Verify water feeder where applicable
22. Verify shut off valves where applicable
23. Inspect temperature controls where applicable
24. Verify float valve where applicable
25. Verify condensate return pumps where applicable
26. Measure and verify condensate tank where applicable
27. Inspect overall condensate pumps where applicable
28. Verify safety switches where applicable
29. Inspect pressure controls where applicable
30. Blow down feeder cutoff control where applicable
31. Check safety relief valve for proper operation
32. Inspect piping connections
33. Check all associated valves
34. Inspect water level gauge glass
35. Measure and verify water level controls
36. Disassemble, clean and reassemble low water cutoff
37. Check contacts
38. Measure and verify mercury bulbs
39. Visually inspect wiring
40. Clean burner assembly where applicable
41. Clean make up water components
42. Clean hi water components
43. Inspect refractory where applicable
44. Blow down boiler
45. Blow down gauge glass
46. Clean external surfaces

## **BOILER/FURNACE GAS/OIL – OPERATIONAL MAINTENANCE INSPECTION**

1. Measure and verify burner operation
2. Measure and verify burner control system
3. Measure and verify gas regulator and gas pressure
4. Measure and verify burner linkages
5. Measure and verify for gas leaks
6. Measure and verify gas safety switch
7. Measure and verify gas valve/operation and leak by
8. Measure and verify draft fan
9. Do efficiency test/list on work order
10. Measure and verify circulating pump system where applicable
11. Measure and verify water cutoff where applicable
12. Measure and verify water feeder where applicable
13. Measure and verify shut off valves where applicable
14. Measure and verify temperature controls where applicable
15. Measure and verify condensate float valve where applicable
16. Measure and verify condensate return pumps where applicable
17. Measure and verify condensate tank where applicable
18. Measure and verify condensate pumps where applicable
19. Measure and verify safety switches where applicable
20. Measure and verify pressure controls where applicable
21. Blow down feeder cut off control where applicable
22. Measure and verify safety relief valve
23. Measure and verify combustion controls where applicable
24. Measure and verify piping connections
25. Measure and verify all associated valves
26. Measure and verify water level gauge glass
27. Measure and verify water level controls
28. Inspect refractory where applicable
29. Blow down boiler
30. Blow down gauge glass
31. Clean external surfaces



***Proposal for: Tipton Community Library***  
***PM-25052***

***Programmed Maintenance Agreement***

**By and Between:**

**"TMI"**

**Total Maintenance, Inc.  
1017 State Street  
Bettendorf, IA. 52722-4855**

**"Client"**

**Tipton Community Library  
206 Cedar Street  
Tipton, IA 52772  
Denise Smith (563) 886-6266  
[staff@tiptonpubliclibrary.org](mailto:staff@tiptonpubliclibrary.org)**

**Services will be provided at the following location:**

**As Stated Above:**

**Prepared by: Rob Schmit  
September 16, 2025**

**This Proposal is of a proprietary nature. It remains the property of Total Maintenance, Inc.**



## AGREEMENT FOR PERIODIC MAINTENANCE

Please provide the customer indicated above with Total Maintenance Inc.  
Periodic Maintenance according to the conditions of this agreement.

---

### MAINTENANCE INSPECTIONS WILL INCLUDE:

- A. Regular and systematic examination, adjustment, calibration, lubrication and cleaning of all equipment listed on Schedule A.
- B. Lubrication and cleaning materials for equipment listed on Schedule A.
- C. Boiler as listed on Schedule A.
  - 1. Chimney
    - a. Perform flue gas analysis.
    - b. Inspect for soot and corrosion.
  - 2. Relief Valve
    - a. Perform try lever test for proper closing.
  - 3. Controls and Safety Limits
    - a. Blow down low water fuel cut-off.
    - b. Perform operational tests and assure proper settings:
      - Operating control.
      - High temperature safety limit.
      - Flame failure safety.
      - High/low gas pressure cut-off.
  - 4. Burner Section
    - a. Check flame composition and shape.
    - b. Perform combustion and draft test.
    - c. Inspect and clean nozzles, passages, and orifices.
    - d. Adjust fuel/air ratio.
    - e. Check and clean pilot and igniters.
  - 5. Gas Train
    - a. Check for proper operation of main and safety shutoff valves.
    - b. Check for leaks and overall security.
    - c. Assure gas valve shutoff.
    - d. Check gas pressure regulator setting.
  - 6. Gauges
    - a. Check for accuracy and proper operation.
  - 7. Boiler Sections
    - a. Inspect for leakage and security.
    - b. Clean fire passes and heating surfaces.
    - c. Check condition of water, both visually and by chemical test.

D. Furnish and install replacement filter media as indicated on the filter schedule for all equipment listed on Schedule A of this agreement – **Four (4)** times per year.

E. Provide water treatment service on Boiler/Chiller as indicated on the water treatment schedule.

### **TMI SERVICES**

TMI will provide periodic maintenance service **FOUR(4)** times per year under this agreement.

### **GENERAL PROVISIONS**

Normal working hours under this agreement are from 8:00 a.m. to 4:30 p.m. each day, Monday through Friday inclusive except for legal holidays. Scheduled work will not be performed during other hours.

If a call other than a scheduled call is made at the request of the customer, it is to be charged at the prevailing hourly service rate plus transportation charges and expenses.

The customer agrees to pay for any parts used or replacement devices required under this agreement. This agreement does not include labor or parts for repairs.

The client will provide safe and reasonable means of access to all equipment covered by this agreement. TMI will be free to start and stop all primary equipment incidental to the operation of the mechanical systems, as arranged with client's representative.

### **LIMITATION OF LIABILITY**

TMI is not responsible for any additional labor, material, expenses, or equipment required to comply with laws or regulations imposed or set forth by governmental agencies, including, but not limited to, the storage, handling, recovery and/or recycling of refrigerants, asbestos removal and indoor air quality.

### **ENTIRE AGREEMENT**

TMI SHALL BE REQUIRED TO PERFORM ONLY THE WORK SPECIFIED IN THIS AGREEMENT. THIS AGREEMENT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

## SCHEDULE A - LIST OF MAINTAINED EQUIPMENT

### BASEMENT MECHANICAL ROOM

- |   |  |
|---|--|
| 1 | Weil-McLain Hot Water Natural Gas Fired Boiler<br>Model # EGH-125-PIN<br>Serial # 4<br>1      Natural Gas Burner Assembly      550,000 BTU<br>4      Grundfos Circ. Pumps  |
| 1 | Trane Air Handling Unit      (Unit 1)      Hot water heat only<br>Model # BWV724AJ00E0      Serves Lower Level<br>Serial # S17383280<br>1      Supply Fan Motor      Down flow                                     |
| 1 | Trane Air Handling Unit      (Unit2)      Hot water heat only<br>Model # BWV724AJ00E0      Serves Lower Level<br>Serial # S17383288<br>1      Supply Fan Motor      Down flow                                      |
| 1 | Trane Air Handling Unit      (double wide)      Hot water heat only<br>Model # BWV724AJ00E0      Serves upper level<br>Serial # S17383288<br>1      Supply Fan Motor      Down flow<br>2      Filters      25x25x1 |
| 1 | Lennox Air Handling Unit (Unit 3A – Twinned)      A/C Only<br>Model # CBX32M-048-230-6-05      Stage 1<br>Serial # 1614G10055<br>1      Supply Fan Motor      1/3 HP   |
| 1 | Lennox Air Handling Unit (Unit 3B – Twinned)      A/C Only<br>Model # CBX32M-048-230-6-05      Stage 2<br>Serial # 1614L04083<br>1      Supply Fan Motor      1/3 HP   |
| 1 | 1      Entry way heater - East entryway  |
| 6 | Working Thermostats  |

### OUTSIDE- SOUTH SIDE

- |   |  |
|---|--|
| 1 | Lennox Air Cooled Condensing Unit<br>Model # XC16-048-230-04<br>Serial # 5813L07034<br>1      Compressor      21.5 RLA<br>1      Condenser Fan Motor      1/3 HP |
| 1 | Lennox Air Cooled Condensing Unit<br>Model # XC16-048-230-04<br>Serial # 5813H09747<br>1      Compressor      21.5 RLA<br>1      Condenser Fan Motor      1/3 HP |

ALL AUTOMATIC TEMPERATURE CONTROLS ASSOCIATED WITH THE  
ABOVE LISTED EQUIPMENT IN THE PRESENT BUILDING COMPLEX.



## SCHEDULE B - FILTER SCHEDULE

Furnish and install replacement media for the following air filters.

All forced air units as listed on schedule A

And make **FOUR (4)** media changes per annum.

IT IS FURTHER AGREED that should experience show that additional or more frequent changes are required such charges will be made after mutual consent at the established selling prices per additional filter changes.

## SCHEDULE C

### BOILER WATER TREATMENT

Provide water treatment service on the following boiler including the services listed below:

<u>MAKE</u>	<u>MODEL</u>	<u>FIXTURE</u>
<u>1. Boilers listed on Schedule A.</u>		
a. To make an analysis of the boiler water to determine the proper kind and amount of additives needed.		
b. To furnish needed additives to maintain proper levels for the system. **		
c. To provide the necessary labor to inspect the boiler water as required.		
d. To furnish the necessary labor to add the correct compounds.		
e. To make periodic water analysis and submit a report of same to customer.		

**\*\* Note:** This agreement provides for typical testing and treatment of a closed loop system. Should it be determined that an unusual amount of make-up water is being used, the client shall be responsible for that additional treatment.

## YOUR PROGRAM INVESTMENT

Client agrees to pay TMI the annual sum of **Four Thousand Three Hundred Fifty-Six and no/100 (\$4,356.00/Year)** payable (in advance) upon presentation of an invoice as follows:

☐ Annually      ☐ Semi-annually      ☐ Quarterly      ☐ Monthly

There will be a 4% discount if paid annually in full within 30 days of invoice date.

The mechanical maintenance service under this Programmed Maintenance Agreement shall begin on the FIRST day of OCTOBER, **2025**, and shall continue for a period of \_\_\_\_\_ year(s). The PMA shall automatically renew from year to year thereafter. Either party may terminate this agreement by giving thirty (30) days written notice to the other party prior to the anniversary date hereof.

The price may be adjusted yearly by TMI to account for annual increases in prevailing labor, material and other associated costs associated with delivering our service.

In addition to the price set forth herein, client shall pay any present or future taxes or other governmental charges now or hereafter imposed with respect to the sale, transfer, use, ownership or possession of the services and/or equipment sold under the PMA.

### Proposal Expiration

The proposed price quoted herein shall expire in 90 days from proposal date at bottom of page.

TIPTON COMMUNITY LIBRARY    TOTAL MAINTENANCE, INC.

BY \_\_\_\_\_  
Print

Rob Schmit  
Rob Schmit

BY \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date **September 16, 2025**  
Proposal No.: **PM-25052**



***Proposal for: Tipton Community Library***  
***2XPM-25053***

***Programmed Maintenance Agreement***

**By and Between:**

**"TMI"**

**Total Maintenance, Inc.  
1017 State Street  
Bettendorf, IA. 52722-4855**

**"Client"**

**Tipton Community Library  
206 Cedar Street  
Tipton, IA 52772  
Denise Smith (563) 886-6266  
[staff@tiptonpubliclibrary.org](mailto:staff@tiptonpubliclibrary.org)**

**Services will be provided at the following location:**

**As Stated Above:**

**Prepared by: Rob Schmit  
September 16, 2025**

**This Proposal is of a proprietary nature. It remains the property of Total Maintenance, Inc.**



## AGREEMENT FOR PERIODIC MAINTENANCE

Please provide the customer indicated above with Total Maintenance Inc.  
Periodic Maintenance according to the conditions of this agreement.

---

### MAINTENANCE INSPECTIONS WILL INCLUDE:

- A. Regular and systematic examination, adjustment, calibration, lubrication and cleaning of all equipment listed on Schedule A.
- B. Lubrication and cleaning materials for equipment listed on Schedule A.
- C. Boiler as listed on Schedule A.
  - 1. Chimney
    - a. Perform flue gas analysis.
    - b. Inspect for soot and corrosion.
  - 2. Relief Valve
    - a. Perform try lever test for proper closing.
  - 3. Controls and Safety Limits
    - a. Blow down low water fuel cut-off.
    - b. Perform operational tests and assure proper settings:
      - Operating control.
      - High temperature safety limit.
      - Flame failure safety.
      - High/low gas pressure cut-off.
  - 4. Burner Section
    - a. Check flame composition and shape.
    - b. Perform combustion and draft test.
    - c. Inspect and clean nozzles, passages, and orifices.
    - d. Adjust fuel/air ratio.
    - e. Check and clean pilot and igniters.
  - 5. Gas Train
    - a. Check for proper operation of main and safety shutoff valves.
    - b. Check for leaks and overall security.
    - c. Assure gas valve shutoff.
    - d. Check gas pressure regulator setting.
  - 6. Gauges
    - a. Check for accuracy and proper operation.
  - 7. Boiler Sections
    - a. Inspect for leakage and security.
    - b. Clean fire passes and heating surfaces.
    - c. Check condition of water, both visually and by chemical test.

D. Furnish and install replacement filter media as indicated on the filter schedule for all equipment listed on Schedule A of this agreement – **TWO (2)** times per year.

E. Provide water treatment service on Boiler/Chiller as indicated on the water treatment schedule.

## **TMI SERVICES**

TMI will provide periodic maintenance service **TWO(2)** times per year under this agreement.

## **GENERAL PROVISIONS**

Normal working hours under this agreement are from 8:00 a.m. to 4:30 p.m. each day, Monday through Friday inclusive except for legal holidays. Scheduled work will not be performed during other hours.

If a call other than a scheduled call is made at the request of the customer, it is to be charged at the prevailing hourly service rate plus transportation charges and expenses.

The customer agrees to pay for any parts used or replacement devices required under this agreement. This agreement does not include labor or parts for repairs.

The client will provide safe and reasonable means of access to all equipment covered by this agreement. TMI will be free to start and stop all primary equipment incidental to the operation of the mechanical systems, as arranged with client's representative.

## **LIMITATION OF LIABILITY**

TMI is not responsible for any additional labor, material, expenses, or equipment required to comply with laws or regulations imposed or set forth by governmental agencies, including, but not limited to, the storage, handling, recovery and/or recycling of refrigerants, asbestos removal and indoor air quality.

## **ENTIRE AGREEMENT**

TMI SHALL BE REQUIRED TO PERFORM ONLY THE WORK SPECIFIED IN THIS AGREEMENT. THIS AGREEMENT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

## SCHEDULE A - LIST OF MAINTAINED EQUIPMENT

### BASEMENT MECHANICAL ROOM

1	Weil-McLain Hot Water Natural Gas Fired Boiler		
	Model # EGH-125-PIN		
	Serial # 4		
	1	Natural Gas Burner Assembly	550,000 BTU
	4	Grundfos Circ. Pumps	
1	Trane Air Handling Unit (Unit 1)		Hot water heat only
	Model # BWV724AJ00E0		Serves Lower Level
	Serial # S17383280		
	1	Supply Fan Motor	Down flow
1	Trane Air Handling Unit (Unit2)		Hot water heat only
	Model # BWV724AJ00E0		Serves Lower Level
	Serial # S17383288		
	1	Supply Fan Motor	Down flow
1	Trane Air Handling Unit (double wide)		Hot water heat only
	Model # BWV724AJ00E0		Serves upper level
	Serial # S17383288		
	1	Supply Fan Motor	Down flow
	2	Filters 25x25x1	
1	Lennox Air Handling Unit (Unit 3A – Twinned)		A/C Only
	Model # CBX32M-048-230-6-05		Stage 1
	Serial # 1614G10055		
	1	Supply Fan Motor	1/3 HP
1	Lennox Air Handling Unit (Unit 3B – Twinned)		A/C Only
	Model # CBX32M-048-230-6-05		Stage 2
	Serial # 1614L04083		
	1	Supply Fan Motor	1/3 HP
1	1	Entry way heater - East entryway	
6	Working Thermostats		

### OUTSIDE- SOUTH SIDE

1	Lennox Air Cooled Condensing Unit		
	Model # XC16-048-230-04		
	Serial # 5813L07034		
	1	Compressor	21.5 RLA
	1	Condenser Fan Motor	1/3 HP
1	Lennox Air Cooled Condensing Unit		
	Model # XC16-048-230-04		
	Serial # 5813H09747		
	1	Compressor	21.5 RLA
	1	Condenser Fan Motor	1/3 HP

ALL AUTOMATIC TEMPERATURE CONTROLS ASSOCIATED WITH THE  
ABOVE LISTED EQUIPMENT IN THE PRESENT BUILDING COMPLEX.



## SCHEDULE B - FILTER SCHEDULE

~~Furnish and install replacement media for the following air filters.~~

**All forced air units as listed on schedule A**

And make **TWO (2)** media changes per annum.

IT IS FURTHER AGREED that should experience show that additional or more frequent changes are required such charges will be made after mutual consent at the established selling prices per additional filter changes.

## **SCHEDULE C**

### **BOILER WATER TREATMENT**

Provide water treatment service on the following boiler including the services listed below:

<u>MAKE</u>	<u>MODEL</u>	<u>FIXTURE</u>
<u>1. Boilers listed on Schedule A.</u>		
a. To make an analysis of the boiler water to determine the proper kind and amount of additives needed.		
b. To furnish needed additives to maintain proper levels for the system. **		
c. To provide the necessary labor to inspect the boiler water as required.		
d. To furnish the necessary labor to add the correct compounds.		
e. To make periodic water analysis and submit a report of same to customer.		

**\*\* Note:** This agreement provides for typical testing and treatment of a closed loop system. Should it be determined that an unusual amount of make-up water is being used, the client shall be responsible for that additional treatment.

## YOUR PROGRAM INVESTMENT

Client agrees to pay TMI the annual sum of **Two Thousand Nine Hundred Sixty-Four and no/100 (\$2,964.00/Year)** payable (in advance) upon presentation of an invoice as follows:

( ) Annually      ( ) Semi-annually      ( ) Quarterly      ( ) Monthly

There will be a 4% discount if paid annually in full within 30 days of invoice date.

The mechanical maintenance service under this Programmed Maintenance Agreement shall begin on the FIRST day of OCTOBER, 2025, and shall continue for a period of \_\_\_\_\_ year(s). The PMA shall automatically renew from year to year thereafter. Either party may terminate this agreement by giving thirty (30) days written notice to the other party prior to the anniversary date hereof.

The price may be adjusted yearly by TMI to account for annual increases in prevailing labor, material and other associated costs associated with delivering our service.

In addition to the price set forth herein, client shall pay any present or future taxes or other governmental charges now or hereafter imposed with respect to the sale, transfer, use, ownership or possession of the services and/or equipment sold under the PMA.

### Proposal Expiration

The proposed price quoted herein shall expire in 90 days from proposal date at bottom of page.

TIPTON COMMUNITY LIBRARY    TOTAL MAINTENANCE, INC.

BY \_\_\_\_\_  
Print

Rob Schmit  
Rob Schmit

BY \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date September 16, 2025  
Proposal No.: 2XPM-25053



## *Proposal for: Tipton Public Library*

*TA-15043*

# *Total Coverage Maintenance Agreement*

By and Between:

**"TMI"**

Total Maintenance, Inc.  
1017 State Street  
Bettendorf, IA. 52722-4855

**"Client"**

Tipton Public Library  
206 Cedar Street  
Tipton, IA 52772  
Denise Smith (563) 886-6266

Services will be provided at the following location:

As Stated Above

Prepared by: Rob Schmit  
July 1, 2024

This Proposal is of a proprietary nature. It remains the property of Total Maintenance, Inc.



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4.

**SCHEDULE A**

The following HVAC equipment was identified during our survey and will be covered as a part of the Total Coverage Maintenance Agreement.

**BASEMENT MECHANICAL ROOM**

- |   |   |                                  |             |
|---|---|----------------------------------|-------------|
| 1 | Weil-McLain Hot Water Natural Gas Fired Boiler            |                                  |             |
|   | Model # EGH-125-PIN                                       |                                  |             |
|   | Serial # 4  |                                  |             |
|   | 1   | Natural Gas Burner Assembly      | 550,000 BTU |
|   | 4   | Grundfos Circ. Pumps             |             |
| 1 | Trane Air Handling Unit (Unit 1) Hot water heat only      |                                  |             |
|   | Model # BWV724AJ00E0 Serves Lower Level                   |                                  |             |
|   | Serial # S17383280  |                                  |             |
|   | 1   | Supply Fan Motor                 | Down flow   |
| 1 | Trane Air Handling Unit (Unit2) Hot water heat only       |                                  |             |
|   | Model # BWV724AJ00E0 Serves Lower Level                   |                                  |             |
|   | Serial # S17383288  |                                  |             |
|   | 1   | Supply Fan Motor                 | Down flow   |
| 1 | Trane Air Handling Unit (double wide) Hot water heat only |                                  |             |
|   | Model # BWV724AJ00E0 Serves upper level                   |                                  |             |
|   | Serial # S17383288  |                                  |             |
|   | 1   | Supply Fan Motor                 | Down flow   |
|   | 2   | Filters 25x25x1                  |             |
| 1 | Lennox Air Handling Unit (Unit 3A – Twinned) A/C Only     |                                  |             |
|   | Model # CBX32M-048-230-6-05 Stage 1                       |                                  |             |
|   | Serial # 1614G10055                                       |                                  |             |
|   | 1   | Supply Fan Motor                 | 1/3 HP      |
| 1 | Lennox Air Handling Unit (Unit 3B – Twinned) A/C Only     |                                  |             |
|   | Model # CBX32M-048-230-6-05 Stage 2                       |                                  |             |
|   | Serial # 1614L04083                                       |                                  |             |
|   | 1   | Supply Fan Motor                 | 1/3 HP      |
| 1 | 1   | Entry way heater - East entryway |             |
| 6 | Working Thermostats                                       |                                  |             |

**OUTSIDE- SOUTH SIDE**

- |   |                                   |                     |          |
|---|-----------------------------------|---------------------|----------|
| 1 | Lennox Air Cooled Condensing Unit |                     |          |
|   | Model # XC16-048-230-04           |                     |          |
|   | Serial # 5813L07034               |                     |          |
|   | 1                                 | Compressor          | 21.5 RLA |
|   | 1                                 | Condenser Fan Motor | 1/3 HP   |
| 1 | Lennox Air Cooled Condensing Unit |                     |          |
|   | Model # XC16-048-230-04           |                     |          |
|   | Serial # 5813H09747               |                     |          |
|   | 1                                 | Compressor          | 21.5 RLA |
|   | 1                                 | Condenser Fan Motor | 1/3 HP   |

ALL AUTOMATIC TEMPERATURE CONTROLS ASSOCIATED WITH THE  
ABOVE LISTED EQUIPMENT IN THE PRESENT BUILDING COMPLEX.

- H. Air conditioning manufacturers design equipment to use a specific refrigerant that is optimal for efficient heat transfer and lubrication. Any use of alternate, contaminated, counterfeit, non-manufacture approved refrigerants, and/or non-approved refrigerant additives will nullify component replacement coverage, parts and labor, for compressors and any other parts that come in contact with the suspect refrigerant.
- I. It is understood that the repair, replacement, and emergency service provisions apply only to the systems and equipment covered by the Total Coverage Maintenance Agreement (see SCHEDULE A). Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, steam traps, shell and tubes (for boilers, evaporators, condensers, and chillers), heat exchangers of all kinds, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, refrigerant, glycol, structural supports, pump housing, metal impellers, and other non-moving parts, are not included under the Planned Maintenance Agreement. Peripheral systems, such as but not limited to, variable frequency drives are not covered under this agreement.
- J. TMI will not make repairs or replacements necessitated by reason of negligence or misuse of the equipment by others or by reason of any other cause beyond our control except ordinary wear and tear.
- K. If an emergency service call is made at the client's request and inspection does not reveal any defect for which TMI is liable under the Total Coverage Maintenance Agreement, we reserve the right to charge the client our regular charges prevailing for such service.

### **3.7 The Entire Agreement**

TMI shall be required to perform only the work specified in the Programmed Maintenance Agreement. The Programmed Maintenance Agreement shall constitute the entire agreement between the parties.



### 3.6 Limitation Of Liability

- A. TMI will not be liable for the repair or the replacement of any part of the mechanical system(s) with damages resulting from fire, flood, corrosive substances in the air, war, act of God or any other reason beyond TMI's reasonable control. Further, TMI will not be liable for any delay in furnishing or failure to furnish service due to strike, lockout, dispute with workers, or inability to obtain materials.
- B. If a mechanical part or component is determined to be no longer available due to obsolescence, at TMI's sole discretion, every effort will be made to obtain a similar part or component that will provide a satisfactory solution. TMI will not be responsible should the satisfactory solution require replacement or rebuilding of peripheral parts, components, or an entire piece of equipment.
- C. TMI shall not be responsible for any utility service connected to or essential to the operation of the equipment, nor for failure thereof. TMI will not be liable for damages sustained to the equipment due to failure thereof. TMI specifically shall not be responsible for damages sustained through power failure, low voltage or high voltage conditions, lightning, single phasing, damages caused by animals or other electrical abnormalities.
- D. TMI does not guarantee the operability of the client's systems and in no event shall TMI be liable for speculative, indirect or consequential damages.
- E. TMI shall not be required to make safety tests or to install new attachments, additional controls or equipment as recommended or directed by any insurance company or laboratory or to make replacements mentioned herein with parts or devices of a different design for any reason.
- F. TMI is not responsible for any additional labor, material, expenses or equipment required to comply with laws or regulations imposed or set forth by governmental agencies, including but not limited to, the storage, handling, recovery and/or recycling of refrigerants, upgrading to new refrigerants, asbestos removal and indoor air quality. Further, TMI shall not be responsible for repair or replacement of parts or components due to the obsolescence of R22 or any other refrigerant. TMI shall not be responsible for any components, such as compressors, that come in contact with any replacement or alternative refrigerant not specifically designed for the make and model of the air conditioner.
- G. The equipment covered under the scope of the TMI Total Coverage Maintenance Agreement is presupposed to be in maintainable condition. If, during the initial inspection and/or the initial seasonable start-up, equipment is found to be non-maintainable, TMI shall provide a written quote to the client within thirty (30) days. If the client elects to not place the equipment in maintainable condition, that equipment will be deleted from the Total Coverage Maintenance Agreement and the price adjusted accordingly.

### **3. FEATURES OF THE PROGRAMMED MAINTENANCE AGREEMENT**

#### **3.1 Planned Maintenance**

TMI will provide mechanical maintenance service **FOUR(4) times** per year under the TMI Total Coverage Maintenance Agreement. Under the Programmed Maintenance Agreement, TMI will maintain the mechanical system(s) consisting of the components described in Schedule A. We will use trained personnel directly employed or supervised by us. The maintenance tasking procedures, which our technicians precisely follow, are determined by the manufacturer's recommendations, equipment application, equipment run time and our extensive experience.

#### **3.2 Predictive Maintenance**

TMI will replace worn, failed, or doubtful components and parts. These replacements will be of like or current design to minimize system depreciation and obsolescence. Where experience on similar equipment indicates that the failure point is approaching for any component, such component may be repaired or replaced in advance to prevent a system failure.

#### **3.3 Emergency and Trouble Call Coverage**

Every activity performed under the maintenance agreement is designed to minimize the incidence of emergency situations. However, backup emergency service will be provided 24 hours a day, 7 days a week, 365 days a year to minimize downtime and inconvenience. **The cost of emergency service labor and materials will be covered regardless of the time of day.**

#### **3.4 Service Documentation**

We will document all scheduled and unscheduled service work showing the time, date, name of service technician, equipment identification and brief description of work. This documentation will be made available so that you can keep an accurate maintenance log for your equipment.

#### **3.5 General Provisions**

All planned maintenance service under the TMI Total Coverage Maintenance Agreement will be performed during normal working hours. The client will provide reasonable means of safe access to all equipment covered by this agreement. TMI will be free to start and stop all primary equipment incidental to the operation of the mechanical systems, as arranged with client's representative.

In the event the client's system is altered, modified, changed or moved the agreement may be immediately terminated at TMI's option.



## **2.9 True 24 Hour Emergency Service**

Our maintenance agreement has continuously proven to reduce emergency or trouble calls. However, when one does occur, you will receive our highest priority response. TMI responds to emergency service or trouble calls 24/7.

## **2.10 Stabilized Budget**

TMI's Programmed Maintenance Agreement provides a single investment that covers all preventative maintenance as well as parts and labor pertaining to any worn, failed, or doubtful components. Our agreement clients have the flexibility of paying monthly, quarterly, or annually.

## **2.11 Single Source Accountability**

TMI offers "one stop shopping" for all of your building's HVAC needs. Our expert staff works with all types of equipment from boilers to rooftop units. Our technicians are familiar with the full range of manufacturer's products including computerized building automation systems. Under the umbrella of our Total Coverage Maintenance Agreement, you would have one source for all of your heating and air conditioning solutions. Single source accountability eliminates issues as to who is responsible for which parts of the HVAC system.

## **2.12 Reduced Administrative Time**

By rolling preventive maintenance, emergency calls, parts and comfort control issues into the Programmed Maintenance Agreement with a single investment amount, other individuals within the building, including tenants, can be empowered to arrange for service calls.

## **2.13 Peace of Mind**

An intangible benefit maintenance agreement clients realize is peace of mind. Heating and air conditioning is something that is rarely thought of when it is working properly. Many of the features of the Programmed Maintenance Agreement are designed to work toward minimizing emergency calls and maximizing indoor air comfort.



### **2.3 Elimination of Expensive Down Time**

Proper functioning equipment means money in your pocket. This Programmed Maintenance Agreement provides the manufacturers recommended maintenance tasking procedures for your equipment on a predetermined schedule. Our program reduces equipment failures, and costly equipment downtime while increasing employee productivity.

### **2.4 Extending Equipment Life**

TMI's Programmed Maintenance Agreement keeps your equipment in optimum condition. This agreement is custom tailored to increase the life expectancy of your equipment over that of improperly maintained equipment. This results in the deferral of costly replacement expenditures.

### **2.5 Improved Indoor Air Quality**

This program is designed to allow your equipment to operate within the original design environmental specifications they were engineered to provide. The first line of defense against possible perceived or real environmental complaints is proof of a verifiable maintenance program that provides for proper ventilation, filter changes and comfort control. Our program will help you meet these challenges plus provide an environment that is as healthy as possible.

### **2.6 Increased Comfort Control**

Studies have shown that consistent indoor air comfort goes a long way in providing a happy work place. By including a building's environmental controls into the maintenance agreement, indoor air comfort is maximized therefore maintaining productivity levels at peak performance.

### **2.7 Programmed Maintenance**

TMI takes into account your business and technical requirements when designing a maintenance program. Our call center automatically dispatches the manufacturer's recommended maintenance tasking procedures for your equipment on a predetermined schedule that best meets both your business and your equipment requirements. Computer generated tasking lists, radio dispatching and top notch personnel all work together to ensure the best possible service.

### **2.8 Engineering Support**

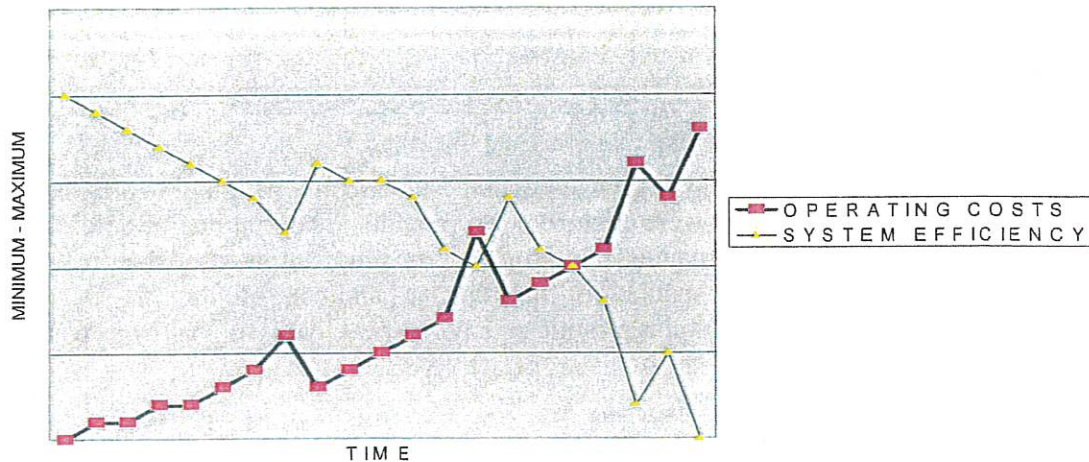
This maintenance program includes engineering support services to include identifying indoor air quality problems, solving comfort complaints, and or modifications to reduce or add air conditioning, heating or ventilation capacity in your facility. As with this and any of our programs, we provide written performance guarantees with all of our engineered solutions.

## 2.2 Operating Cost Saving

Our program will save you money in two ways. First, TMI is part of a national HVAC materials and parts procurement network. Our clients benefit from our ever-growing economies of scale. This aggregated buying power allows us to pass along the lowest possible price and still provide the highest quality and most efficient service possible.

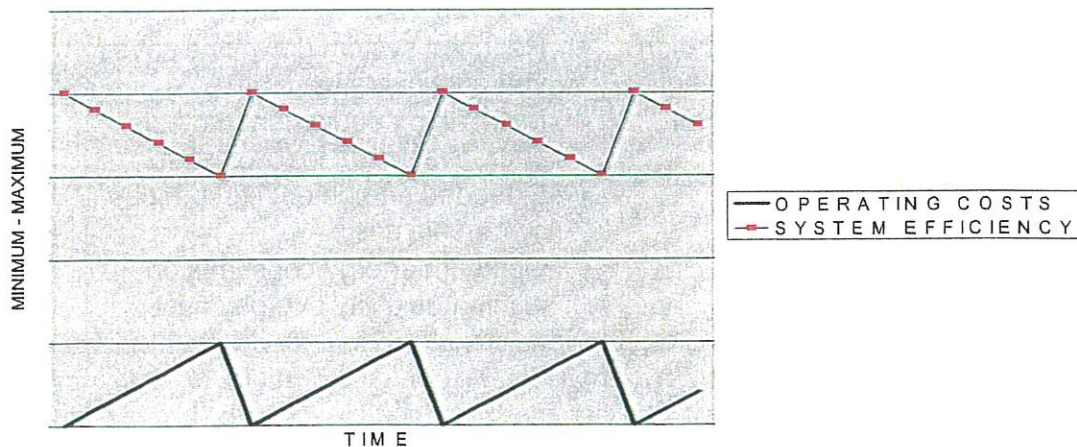
Second, as we implement the maintenance agreement, system efficiency is returned to an optimum level and operating costs and productivity losses are reduced to a minimum.

**Reactive Maintenance...** Operating costs rise and efficiency drops. Your system is heading for early replacement. Your discomfort and problems increase and reliability is



non-existent.

**Proactive Maintenance...** A proactive maintenance program maximizes your system's efficiency. Your operating costs remain level. Your system's life increases. Occupants are kept comfortable.

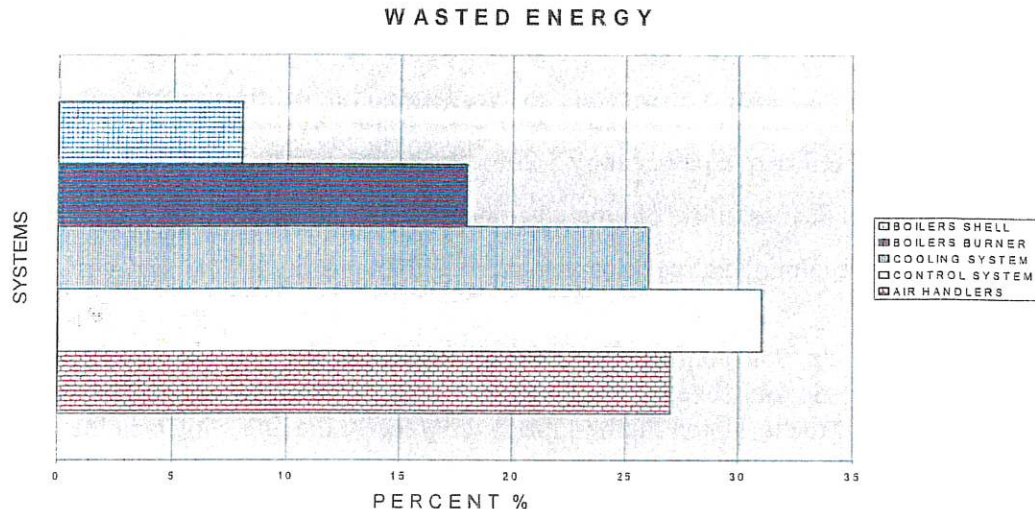




## 2.1 Elimination of Utility Overpayment

Programmed maintenance keeps your building's equipment in peak operating condition, thereby eliminating overpayment to your utility company. Our program will provide the proper maintenance tasking procedures that will include cleaning all heat transfer surfaces and calibrating your equipment to operate at peak performance.

Without thorough and professional preventive maintenance, your system's performance will deteriorate while energy consumption and your operating costs will increase. **(SEE BELOW)**



BOILERS: Soot build up (1/8"), Burner Efficiency. COOLING SYSTEM: Scale build up (1/8"). CONTROL SYSTEMS: Thermostat malfunction (3°). AIR HANDLERS: Dirty filters and coils. Source: ASHRAE

### TMI SERVICE:

- Cleaning, adjustment, lubrication and calibration of all equipment
- Automatic temperature control service
- Operational analysis of the system
- Cleaning of equipment

### YOUR BENEFITS:

- Reduced system downtime saves you administrative time
- Maintaining equipment protects your investment in the system
- Extended equipment life reduces ownership costs
- Optimum energy consumption eliminates utility overpayment



## **2. BENEFITS OF PROGRAMMED MAINTENANCE**

The Total Coverage Maintenance Agreement you are about to review is the optimum choice for Tipton Public Library to maintain its HVAC equipment operation at peak efficiency. This program is customized to meet all of the unique requirements of your specific HVAC equipment. Tipton Public Library will derive many benefits from a well-designed and implemented programmed maintenance agreement such as the one we are offering here.

TMI's maintenance programs are designed to help you reduce the cost of operating and maintaining your HVAC systems. Studies have shown that our type of maintenance program can help you:

- Avoid expensive downtime, employee productivity losses, or tenant turnover
- Avoid utility overpayment by 5-20% (Possibly more!!)
- Extend the useful life of your equipment by 20% or more
- Reduce administrative costs associated with managing HVAC services

Our goal is to help you control your overall maintenance costs via an optimum blend of predictive, diagnostic and scheduled maintenance tasking services. With this Total Coverage Maintenance Agreement, Tipton Public Library will receive the following benefits:

- 2.1 Elimination of Utility Overpayment**
- 2.2 Operating Cost Savings**
- 2.3 Elimination of Expensive Down Time**
- 2.4 Extended Equipment Life**
- 2.5 Improved Indoor Air Quality**
- 2.6 Increased Comfort Control**
- 2.7 Programmed Maintenance**
- 2.8 Engineering Support**
- 2.9 True 24 Hour Emergency Service**
- 2.10 Stabilized Budget**
- 2.11 Single Source Accountability**
- 2.12 Reduced Administrative Time**
- 2.13 Peace of Mind**

**Other:** \_\_\_\_\_

## **1. EXECUTIVE SUMMARY**

Total Maintenance, Inc. (TMI) would like to thank you for this opportunity to propose the following custom tailored mechanical maintenance solution for your heating, ventilation and air conditioning (HVAC) equipment.

In today's economy, organizations are charged with finding ways to squeeze as much value as possible out of their investments. When facing such challenges, effective strategic decision-making is crucial to meeting these higher standards. TMI is a resource that offers turnkey, integrated mechanical maintenance solutions designed to help meet these goals. TMI is dedicated to identifying, developing and implementing strategies that will reduce your cost structure through the implementation of optimally designed mechanical maintenance programs and innovative procurement strategies.

TMI is not only one of the best, but also one of the largest locally owned service organizations in the area with the most sophisticated computerized dispatch and maintenance management system available. In addition, our purchasing power helps keep our costs lower, which in turn benefits you directly in all categories of HVAC work we perform on your behalf. We have, for more than 52 years, been able to provide our clients with the best value for their investment dollar.

Each proposal is designed to match your specific needs with our capabilities and provide you with reduced energy costs, improved equipment efficiency, better comfort, extended equipment life and general peace of mind, related to HVAC/R.

After a careful and thorough survey and review of your mechanical systems, we present the following recommendations for your approval.

Thank you again for your time and effort put toward this matter. We look forward to working with you.

5.

## SCHEDULE B

### **FILTER SCHEDULE**

Furnish and install replacement media for the following air filters.

All units as listed on schedule A

And make **FOUR (4)** media changes per annum.

IT IS FURTHER AGREED that should experience show that additional or more frequent changes are required such charges will be made after mutual consent at the established selling prices per additional filter changes.

6.

## SCHEDULE C

### **BOILER WATER TREATMENT**

Provide water treatment service on the following boiler including the services listed below:

	MAKE	MODEL	FIXTURE
1.	AS LISTED ON SCHEDULE A		
a.	To make an analysis of the boiler water to determine the proper kind and amount of additives needed.		
b.	To furnish needed additives in the amounts required.		
c.	To provide the necessary labor to inspect the boiler water as required.		
d.	To furnish the necessary labor to add the correct compounds.		
e.	To make periodic water analysis and submit a report of our findings to the client.		

**Note:** This agreement provides for typical testing and treatment of a closed loop system. Should it be determined that an unusual amount of make-up water is being used, the client shall be responsible for that additional treatment.



7.

## YOUR PROGRAM INVESTMENT

Client agrees to pay TMI the annual sum of (SEE SCHEDULE D) payable (in advance) upon presentation of an invoice as follows:

( ) Annually      ( ) Semi-annually      ( ) Quarterly      ( ) Monthly

There will be a 4% discount if paid annually in full within 30 days of invoice date

The mechanical maintenance service under this Programmed Maintenance Agreement shall begin on the FIRST day of JULY, 2024, and shall continue for a period of FOUR(4) year(s). This agreement shall automatically renew from year to year thereafter. Either party may terminate this agreement by giving thirty (30) days written notice to the other party prior to the anniversary date hereof.

The price may be adjusted yearly by TMI to account for annual increases in prevailing labor, material and other associated costs associated with delivering our service.

In addition to the price set forth herein, client shall pay any present or future taxes or other governmental charges now or hereafter imposed with respect to the sale, transfer, use, ownership or possession of the services and/or equipment sold under the this agreement.

### Proposal Expiration

The proposed price quoted herein shall expire in 90 days from proposal date at bottom of page.

TIPTON PUBLIC LIBRARY


BY \_\_\_\_\_  
Print

BY \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

TOTAL MAINTENANCE, INC.

  
Rob Schmit

By  \_\_\_\_\_

Title President \_\_\_\_\_

Date July 1, 2024 \_\_\_\_\_

Proposal No. TA-15043

8.

SCHEDULE D

July 1, 2024...

Six Thousand Five Hundred Sixty-Four and no/100 (\$6,564.00/Year)

July 1, 2025...

Six Thousand Eight Hundred Twenty-Eight and no/100 (\$6,828.00/Year)

July 1, 2026...

Seven Thousand Ninety-Two and no/100 (\$7,092.00/Year)

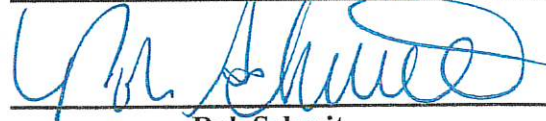
July 1, 2027...

Seven Thousand Three Hundred Eighty and no/100 (7,380.00/Year)


TIPTON PUBLIC LIBRARY

BY \_\_\_\_\_

TOTAL MAINTENANCE, INC.



Rob Schmit

By 

Barron Sexson

## AGENDA ITEM

### AGENDA INFORMATION TIPTON CITY COUNCIL COMMUNICATION

**DATE:** 9/22/2025

**AGENDA ITEM:** Outdoor Warning Sirens

**ACTION:** Discussion and/or Approval

**SYNOPSIS:** I have had a couple of guys come in and look at the current OWS and give feedback on if this is something they can add into their schedule. They are currently taking care of Lynn County's OWS and said they could add Tipton's 3 sirens. They were impressed that Tipton has spent the funds on the system that we have and stated that most communities of our size don't have that same quality.

I have, as probably most of you have seen, many cities and communities having a system in place and not doing the basic maintenance to keep them running properly. I don't think that we should be added to the list of places like this and that is why I have looked at helping with the system and getting a maintenance program started and paid for through the electric department.

Our other option is to remove all sirens and notify all residents about this decision and possibly explore other options to notify when weather events happen.

Below is the response I received.

"Before we go into contracts please get a feel from your folks if they are interested in the siren maintenance at the cost listed.

#### **Annual inspection and battery replacement (\$800 per siren per year)**

- Complete annual inspection of all OWS System sirens including the following:
- Visual inspection of all hardware and structures
- Battery load testing
- Driver integrity checks
- Controllor functional testing
- Functional testing of all amplifiers
- Clean all internals and repairs as necessary
- Perform a silent test as post maintenance testing after all maintenance
- Site maintenance (weed eating, brush removal and spraying)



We would also respond to any problem that is reported throughout the year from your testing. All labor is included with this. Parts and batteries are a separate cost. There is not a lot of aerial work usually but if we could work with the town and your bucket truck, we would not have to rent a lift which would save money. We do not work on control stations, just sirens. Please let us know what you think. Thanks."

**BUDGET ITEM:** No

**RESPONSIBLE DEPARTMENT:** Electric

**MAYOR/COUNCIL ACTION:** Discussion and Possible Approval

**ATTACHMENTS:** Yes

**PREPARED BY:** Jon Walsh

**DATE PREPARED:** 9/18/2025.



Outlook

---

**Annual Siren maintenance.**

---

From Ron Jarrett <brsirenguys@gmail.com>

Date Tue 2025-09-09 7:06 PM

To Jon Walsh <jwalsh@tiptoniowa.org>; Rick Brad <bradrick8585@gmail.com>

Before we go into contracts please get a feel from your folks if they are interested in the siren maintenance at the cost listed.

**Annual inspection and battery replacement (\$800 per siren per year)**

- ☐ Complete annual inspection of all OWS System sirens including the following:
- ☐ Visual inspection of all hardware and structures
- ☐ Battery load testing
- ☐ Driver integrity checks
- ☐ Controller functional testing
- ☐ Functional testing of all amplifiers
- ☐ Clean all internals and repairs as necessary
- ☐ Perform a silent test as post maintenance testing after all maintenance
- ☐ Site maintenance (weed eating, brush removal and spraying)

We would also respond to any problem that is reported throughout the year from your testing. All labor is included with this. Parts and batteries are a separate cost. There is not a lot of aerial work usually but if we could work with the town and your bucket truck, we would not have to rent a lift which would save money. We do not work on control stations, just sirens. Please let us know what you think. Thanks.

**AGENDA ITEM #**

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

**DATE:** September 22, 2025

**AGENDA ITEM:** Authorization to sell PD Explorer #52 through the PurpleWave Auction site

**ACTION:** Council Approval

**SYNOPSIS:** For the current FY25-26, Central Garage has in their CIP the purchase of a PD vehicle. We are asking for the Council's approval to sell the oldest PD vehicle, a 2013 Ford Explorer (#52). Central garage would like to utilize PurpleWave Auction, which is a site for government entities to sell property. There is no cost to the city, it is a site for educational and government businesses. Once the old vehicle is sold, we can continue the process of buying a new PD vehicle and offset the price of outfitting the new vehicle with the sale of the old one.

I am requesting council approval to sell the old PD vehicle.

**BUDGET ITEM:**

**RESPONSIBLE DEPARTMENT:** Police/Central Garage

**MAYOR/COUNCIL ACTION:**

**ATTACHMENTS:**

**PREPARED BY:** Lisa DuFour, Chief of Police

**DATE PREPARED:** 9/18/25



RESOLUTION NO. 092225A

**RESOLUTION APPROVING OPTION AGREEMENT REFERENCE CITY PURCHASE OF  
102 E. 5<sup>TH</sup> STREET, TIPTON, IOWA**

**WHEREAS**, the City Council has previously approved a Letter of Intent related to the purchase by the City of property owned by US Bank National Association (US Bank) located at 102 East 5<sup>th</sup> Street, Tipton, Iowa, ("Property") and

**WHEREAS**, US Bank has now presented to the City an "Option Agreement" setting forth the various terms, rights, and obligations of the parties, City and US Bank, moving forward with this real estate transaction, a copy of same being attached hereto, and by this reference incorporated within this Resolution as if same had been set forth fully verbatim herein, and

**WHEREAS**, the City Council has been advised that the City Attorney has reviewed the Option Agreement, has shared key terms and provisions with staff, and finds the Option Agreement to be acceptable and appropriate in light of the City Council desire to purchase the Property, and

**WHEREAS**, the City Council finds that the Mayor should be authorized to execute the Option Agreement on behalf of the City Council, and to otherwise proceed with the process of purchasing the Property from US Bank.

**NOW, THEREFORE**, Be it resolved, the City Council of the City of Tipton hereby approves the Option Agreement and hereby authorizes the Mayor to execute same on behalf of the City Council, and to proceed in accordance with the terms and provisions of the Option Agreement, and to proceed towards the purchase the Property provided that there are no issues identified with the Property, structural, title, or otherwise, that require consideration and attention of the City Council, in which case the Mayor is directed to bring such concerns or issues to the attention of the City Council for their consideration.

PASSED AND APPROVED this 22<sup>nd</sup> day of September 2025

\_\_\_\_\_  
Tammi Goerdts, Mayor

ATTEST:

\_\_\_\_\_  
Amy Lenz, City Clerk

**CERTIFICATION**

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution No. 092225A which was passed by the Tipton City Council this 22<sup>nd</sup> day of September 2025.

\_\_\_\_\_  
Amy Lenz, City Clerk

## OPTION AGREEMENT

THIS OPTION AGREEMENT (this "**Agreement**") is entered into as of \_\_\_\_\_, 2025 (the "**Effective Date**"), by and between U.S. BANK NATIONAL ASSOCIATION, a national banking association ("**Seller**"), and the CITY OF TIPTON, IOWA, an Iowa municipal corporation ("**Buyer**").

### RECITALS

A. Seller is the owner of certain real property (together with all buildings and improvements located thereon, if any, the "**Property**") located at 102 East 5<sup>th</sup> Street in Tipton, Iowa, which real property is legally described on Exhibit A.

B. Buyer desires to secure from Seller the option to purchase the Property.

C. Seller is willing to grant such option to Buyer, subject to and upon the terms and conditions of this Agreement.

ACCORDINGLY, Seller and Buyer hereby agree as follows:

1. Grant of Option. Seller hereby grants to Buyer an option (the "**Option**") to purchase the Property during the Option Term (as defined in Section 2), subject to and upon the terms and conditions of this Agreement.

2. Option Term. The term of the Option (the "**Option Term**") shall commence on the Effective Date and shall continue until 5:00 p.m. local Minneapolis, Minnesota time on the thirtieth (30<sup>th</sup>) day after the Contingency Date, unless sooner terminated as provided in this Agreement. In the event the Option Term expires without Buyer having exercised the Option by closing on the purchase of the Property, then this Agreement shall automatically expire and terminate effective as of the date and time of such expiration, and the Earnest Money (as defined in Section 3.1.1) shall be disbursed to Seller.

3. Purchase Price. The "**Purchase Price**" for the Property shall be Two Hundred Thirty Thousand and No/100 Dollars (\$230,000.00), payable as follows:

3.1. Earnest Money.

3.1.1 Initial Deposit. Within five (5) days after the date of this Agreement, Buyer shall deposit an initial earnest money deposit in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) (the "**Initial Deposit**") into escrow with First American Title Insurance Company, 121 S. 8<sup>th</sup> Street, Suite 1250, Minneapolis, Minnesota 55402 ("**Title Company**") by wire transfer of immediately available funds. If Buyer fails to timely deliver the Initial Deposit, this Agreement shall immediately terminate and be of no further force or effect (subject to Section 15). The Earnest Money shall be non-refundable, except as otherwise expressly provided in this Agreement, and will be credited against the Purchase Price at Closing (as defined in Section 6.1).



3.2. Balance of Purchase Price. Buyer will pay the balance of the Purchase Price pursuant to Section 6.

4. Due Diligence.

4.1. Entry; Inspections. Subject to the terms of this Section 4.1, Buyer and its officers, directors, employees, shareholders, members, partners, consultants, contractors and agents (collectively, the “**Buyer Parties**”) shall have the right to enter the Property during the Executory Period (as defined in Section 9 below) and during normal business hours to inspect the same, perform surveys, environmental assessments, soil and other tests and investigations consistent with the purposes of this Agreement (collectively, the “**Reports**”); provided, however, no Buyer Parties may perform a “Phase II” or other follow-up environmental inspection or any soil or other testing that involves any borings or other invasive testing of any kind without Seller’s prior written consent, which may be withheld or conditioned in Seller’s sole discretion. Buyer shall (a) give Seller reasonable advance notice prior to any entry to the Property, (b) comply with the terms of any leases affecting the Property in connection with any such entry, and (c) permit Seller to have a representative present during any such entry. Buyer shall restore any damage to the Property caused by such entry or inspection and shall indemnify and hold Seller harmless from all liabilities incurred by Seller and arising out of any such entry or inspection. At all times during the performance of any such entry or inspection and prior to entering the Property pursuant to this Section 4.1, Buyer shall obtain and keep in full force and effect a policy of commercial general liability insurance with an insurance company licensed to do business in the state of where the Property is located and having a rating of at least “A-VII” by A.M. Best Company with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) on an occurrence basis for bodily or personal injury or death and Three Million Dollars (\$3,000,000.00) aggregate per location, with an “umbrella” policy insuring Ten Million Dollars (\$10,000,000.00) aggregate per location, insuring all activity and conduct of Buyer and the Buyer Parties during any such entry or inspection, including property damage, personal injury or death and contractual liability coverage. Seller shall be named an insured on such insurance policy, and Buyer shall provide proof of such insurance to Seller, in a form reasonably acceptable to Seller, prior to any such entry. Buyer’s obligations under this Section 4.1 shall survive Closing or any termination of this Agreement.

4.2. Examination of Title. Within a reasonable time after the Effective Date, Seller shall deliver to Buyer an updated abstract of title (the “**Abstract**”) as is customary in Iowa and a commitment for an ALTA owner’s policy of title insurance covering the Property (the “**Title Commitment**”) issued by Title Company. Buyer may perform, at its discretion and at its sole cost and expense, a survey of the Property (the “**Survey**”). The Title Commitment, the Abstract, and the Survey, if any, (together with any such update thereof) shall sometimes be referred to in this Agreement as the “**Title Evidence**”. Any matters reflected on the Title Evidence shall be “**Permitted Exceptions**”; provided, however, Seller shall be obligated to remove from the title or satisfy on or before Closing any monetary lien or encumbrance of a liquidated amount (such as mortgages, mechanics liens and judgments) arising from Seller’s actions or activities.



4.3. Governmental Approvals. Buyer may seek such permits, licenses, zoning, variances, subdivision, entitlements and development rights desired by Buyer for the development or use of the Property (collectively, the “**Governmental Approvals**”). Seller will reasonably cooperate with Buyer in connection with the Governmental Approvals, including executing such documents as are reasonably necessary to permit Buyer to submit application materials in connection with the Governmental Approvals. Notwithstanding the foregoing, (a) the Governmental Approvals will not be effective and will not result in a change of zoning, or cause or create any liens or encumbrances against any portion of the Property, unless and until the Closing occurs, (b) the Governmental Approvals will not result in any liability or obligation whatsoever to Seller, and (c) Seller will not be obligated to incur any out-of-pocket expenses in connection with any of the Governmental Approvals.

4.4. Confidentiality. Unless and until the Closing occurs, Buyer agrees to not disclose the Title Evidence, the Reports, or the contents of any thereof, or any information disclosed, discovered or determined in connection with Buyer’s investigations of the Property (collectively, the “**Confidential Information**”) to any person or entity other than (a) Buyer’s attorneys, accountants, surveyors, architects, contractors or other business consultants assisting Buyer in this transaction, third parties as required under applicable law, and Buyer’s potential investors and lenders, and then only to the extent the applicable party expressly agreed to abide by the terms of this Section 4.4, (b) in response to lawful process or subpoena or order of a court of competent jurisdiction, and (c) in any filings with governmental authorities required by reason of the transactions provided for herein. Buyer will take all necessary actions to ensure that any parties to whom it furnishes such Confidential Information keep the same confidential as provided in this Section 4.4. If this Agreement is terminated or the Closing does not occur for any reason, Buyer shall promptly deliver to Seller or destroy all copies of the Confidential Information (including any provided to any third parties by or on behalf of Buyer). Buyer’s obligations under this Section 4.4 shall survive any termination of this Agreement.

5. Conditions Precedent.

5.1. Contingency Date. As used in this Agreement, the “**Contingency Date**” shall mean the first business day occurring forty-five (45) days after the Effective Date.

5.2. Buyer’s Conditions. Buyer’s obligations under this Agreement are contingent upon the satisfaction (or waiver by Buyer) of the following conditions precedent:

5.2.1 General Contingency. On or before the Contingency Date, Buyer shall have determined that it is satisfied with its review and analysis of the Permitted Exceptions, the Reports and the results and matters disclosed by Buyer’s inspection of the Property (including all physical aspects and conditions of the Property, including the repair and condition of the Improvements, the environmental condition, soils, access and utility services with respect to the Property).

5.2.2 Title. On or before the Contingency Date, Buyer shall have approved title to the Property, including the Permitted Exceptions.

5.2.3 Governmental Approvals. On or before the Contingency Date, Buyer shall have received or determined that it will receive the Governmental Approvals on a timely basis.

5.2.4 Seller's Representations. On the Closing Date, each of the representations and warranties of Seller in Section 7.2 shall be true and correct as if the same were made on the Closing Date.

5.2.5 Seller Default. On the Closing Date, Seller shall not be in default of any of its obligations under this Agreement.

If any conditions in this Section 5.2 have not been satisfied on or before the applicable date set forth in this Section 5.2 with respect to each condition, then Buyer may terminate this Agreement by notice to Seller on or before the applicable date (subject to Section 15), and Ten and No/100 Dollars (\$10.00) of the Initial Deposit shall be disbursed to Seller and as part of the consideration for the Buyer's grant of the Option, and the balance of the Earnest Money shall be disbursed to Buyer. To the extent that any of the conditions in this Section 5.2 require the satisfaction of Buyer, such satisfaction shall be determined by Buyer in its sole and absolute discretion. The conditions in this Section 5.2 are specifically stated and for the sole benefit of Buyer. Buyer in its discretion may unilaterally waive (conditionally or absolutely) the fulfillment of any one or more of the conditions, or any part thereof, by notice to Seller. If Buyer fails to timely terminate this Agreement on or before the applicable date, then the applicable condition shall be deemed to be satisfied and waived by Buyer.

5.3. Seller's Conditions. Seller's obligations under this Agreement are contingent upon the satisfaction (or waiver by Seller) of the following conditions precedent:

5.3.1 Buyer's Representations. On the Closing Date, each of the representations and warranties of Buyer in Section 7.1 shall be true and correct as if the same were made on the Closing Date.

5.3.2 Buyer Default. On the Closing Date, Buyer shall not be in default of any of its obligations under this Agreement.

5.3.3 Preliminary Exercise Notice. On or before the Contingency Date, Buyer shall have delivered the Preliminary Exercise Notice in the form and manner set forth in Section 6.1.

If any conditions in this Section 5.3 have not been satisfied on or before the applicable date set forth in this Section 5.3 with respect to each condition, then Seller may terminate this Agreement by notice to Buyer on or before the applicable date (subject to Section 15), and, subject to Section 5.2 the Earnest Money shall be disbursed to Seller. To the extent that any of the conditions in this Section 5.3 require the satisfaction of Seller, such satisfaction



shall be determined by Seller in its sole and absolute discretion. The conditions in this Section 5.3 are specifically stated and for the sole benefit of Seller. Seller in its discretion may unilaterally waive (conditionally or absolutely) the fulfillment of any one or more of the conditions, or any part thereof, by notice to Buyer. If Seller fails to timely terminate this Agreement on or before the applicable date, then the applicable condition shall be deemed to be satisfied and waived by Seller.

6. Exercise of Option; Closing.

6.1 Preliminary Exercise Notice; Closing. On or before the Contingency Date, Buyer may give one (1) written notice (the “**Preliminary Exercise Notice**”) to Seller that Buyer intends to exercise the Option. The Preliminary Exercise Notice shall specify a date during the Option Term (the “**Closing Date**”) no sooner than ten (10) business days from the date of the Preliminary Exercise Notice and no later than the expiration of the Option Term, but after the Contingency Date, for the formal exercise of the Option in accordance with the terms hereof (the “**Closing**”). The Closing will occur through the deposit of documents, deliveries and funds into an escrow established with Title Company pursuant to Seller’s and Buyer’s respective closing instructions to Title Company, which instructions shall be consistent with the terms of this Agreement. Possession of the Property will be delivered to Buyer on the Closing Date, subject to the Permitted Exceptions.

6.2. Exercise Notice. Provided that Buyer has given the Preliminary Exercise Notice in accordance with Section 6.1, the Option may be exercised at any time on or before the Closing Date by Buyer (a) paying to Title Company the Purchase Price less the Earnest Money paid (such balance of the Purchase Price, the “**Exercise Payment**”), by wire transfer of immediately available funds, (b) giving Seller a written notice (the “**Exercise Notice**”) of its election to do so, and (c) delivering to Title Company all of the instruments and other deliveries required pursuant to Section 6.4 with no condition to such delivery to Title Company except those expressly specified in this Agreement. Buyer’s failure to satisfy conditions (a), (b) and (c) set forth in the preceding sentence shall render Buyer’s attempted exercise of the Option null and void.

6.3. Seller’s Closing Deliveries. No later than the Closing Date, Seller shall deliver or cause to be delivered into escrow with Title Company the following, properly completed and duly executed by Seller and notarized where applicable, and in commercially reasonable form (collectively, “**Seller’s Closing Deliveries**”):

6.3.1 Deed. A quit claim deed conveying the Property to Buyer (the “**Deed**”).

6.3.2 Seller’s Affidavit. An affidavit of Seller regarding liens judgments, parties in possession, mechanics’ or materialmen’s liens and other matters affecting title to the Property which are caused by Seller, and which is otherwise consistent with the “as is” nature of this transaction and a quit claim conveyance of the Property.



6.3.3 FIRPTA. A transferor's certification stating that Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code, and containing such additional information as may be required thereunder.

6.3.4 Declaration of Restrictions. The Declaration of Restrictions in the form attached hereto as Exhibit B.

6.3.5 Miscellaneous. Any customary closing documents in commercially reasonable form and substance and consistent with this Agreement which (a) Title Company may reasonably determine are necessary to evidence the authority of Seller to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant to this Agreement, or (b) may be required of Seller under applicable law, including any revenue or tax certificates or statements.

6.3.6 Settlement Statement. A settlement statement consistent with this Agreement.

6.4. Buyer's Closing Deliveries. No later than the Closing Date, Buyer shall deliver or cause to be delivered into escrow with Title Company, in addition to any other items required by this Agreement, the following, properly completed and duly signed by Buyer and notarized where applicable, and in commercially reasonable form (collectively, "**Buyer's Closing Deliveries**"):

6.4.1 Purchase Price. The balance of the Purchase Price by wire transfer of immediately available funds.

6.4.2 Miscellaneous. Any customary closing documents in commercially reasonable form and substance and consistent with this Agreement which (i) Title Company may reasonably determine are necessary to evidence the authority of Buyer to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant to this Agreement, or (ii) may be required of Buyer under applicable law, including any revenue or tax certificates or statements.

6.4.3 Settlement Statement. A settlement statement consistent with this Agreement.

6.5. Adjustments and Prorations. The following adjustments will be made to the Purchase Price at Closing:

6.5.1 Real Estate Taxes. General real estate taxes applicable to any of the Property due and payable in the year of Closing shall be prorated between Seller and Buyer on a daily basis as of the Closing Date based upon a calendar year, with Seller being responsible for those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable to the Closing Date and subsequent thereto. If there is any tax refund or rebate related to the year of Closing, the refund

or rebate (after deducting the fees and other costs attributable to such refund or rebate) will be allocated between Seller and Buyer on the same basis as proration of taxes under this Section 6.5.1.

6.5.2 Assessments. All special assessments (and charges in the nature of or in lieu of such assessments) levied or constituting a lien with respect to any of the Property payable in the year of Closing shall be prorated between Seller and Buyer on a daily basis as of the Closing Date based upon a calendar year, with Seller being responsible for those installments and applicable portions thereof allocable to the period prior to the Closing Date and Buyer being responsible for all installments and applicable portions thereof allocable to the Closing Date and subsequent thereto. Buyer shall be responsible for special assessments levied after the Effective Date.

6.5.3 Title Costs. Seller will pay to prepare and update the Abstract and the basic premium for the owner's policy of title insurance issued to Buyer with an insured amount not in excess of the Purchase Price. Buyer will pay all costs of and premiums any title insurance policy it desires with respect to the Property in excess of such basic premium, including the costs of any endorsements and extended coverages. Buyer will pay all costs for any Survey. Buyer will pay all premiums for any loan policies of title insurance. Seller and Buyer will each pay one-half of any Closing fee payable to Title Company acting as escrow agent in connection with this transaction.

6.5.4 Recording Costs. Buyer will pay the cost of recording the Deed, and any other documents to be recorded in connection with the Closing.

6.5.5 Transfer Taxes. Seller will pay any state deed or transfer tax imposed in connection with the recording of the Deed. Buyer will pay any mortgage registry tax regarding any mortgage given by Buyer on the Property in connection with this transaction.

6.5.6 Operating Expenses. Seller will pay all utility and other operating expenses of the Property relating to the period prior to the Closing Date, and Buyer will pay all expenses of the Property relating to the period from and after the Closing Date. Seller agrees to have all meters with respect to any such utilities read as of the Closing Date.

6.5.7 Other Closing Costs. All other Closing costs will be allocated between Seller and Buyer in accordance with the customary practice for commercial real estate transactions in county and state where the Property is located.

6.6. Strict Adherence. Each of the requirements set forth in this Agreement with respect to the Earnest Money, the Option Term, the exercise of the Option and Closing have been fully negotiated and agreed to, and strict adherence to such requirements is a condition of this Agreement and shall be the sole responsibility of Buyer.



7. Representations and Warranties.

7.1. Representations and Warranties by Buyer. Buyer represents and warrants to Seller that:

7.1.1 Authority. Buyer is an Iowa municipal corporation. Buyer has the requisite power and authority to enter into and perform this Agreement and the documents to be executed by Buyer in connection with this transaction. This Agreement and such documents have been or will be duly authorized by all necessary action on the part of Buyer and have been or will be duly executed and delivered on the part of Buyer. The execution, delivery and performance by Buyer of this Agreement and such documents does not conflict with or result in a violation of Buyer's organizational documents or any agreement, judgment, order, or decree of any court or arbiter to which Buyer is a party or is subject.

7.1.2 Prohibited Persons and Transactions. Neither Buyer nor any of its affiliates is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other governmental action and does not, to its actual knowledge, engage in any dealings or transactions or be otherwise associated with such persons or entities.

7.1.3 Related Parties.

7.1.3.1 Buyer is not (i) an executive officer, director or Principal Shareholder of Seller, U.S. Bancorp or any subsidiary of either entity or (ii) a Company that is Controlled by any person or entity described in (i).

7.1.3.2 "Principal Shareholder" means any person or entity that directly or indirectly, or acting through or in concert with one or more persons, owns, controls, or has the power to vote more than 10 percent of any class of voting securities of Seller, U.S. Bancorp or any subsidiary of either entity.

7.1.3.3 "Company" means any corporation, partnership, business or other trust, association, joint venture, pool syndicate, sole proprietorship, unincorporated organization, or other business entity.

7.1.3.4 "Control" means directly or indirectly, or acting through or in concert with one or more persons (i) owning, controlling, or having the power to vote 25% or more of any class of a Company's voting securities; (ii) controlling in any manner the election of a majority of a Company's directors; or (iii) having the power to exercise a controlling influence over a Company's management or policies.



7.2. Representations and Warranties by Seller. Seller represents and warrants to Buyer that:

7.2.1 Authority. Seller is a national banking association. Seller has the requisite power and authority to enter into and perform this Agreement and the documents to be executed by Seller in connection with this transaction. This Agreement and such documents have been or will be duly authorized by all necessary action on the part of Seller and have been or will be duly executed and delivered on the part of Seller. The execution, delivery and performance by Seller of this Agreement and such documents does not conflict with or result in a violation of Seller's organizational documents or any agreement, judgment, order, or decree of any court or arbiter to which Seller is a party or is subject. Seller has not entered into any purchase agreements, contracts for deed, rights of first refusal, options or the like whereby someone other than Buyer has a right to acquire all or any part of the Property.

7.2.2 FIRPTA. Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

7.2.3 Litigation. To the actual knowledge of the Seller, there is no litigation pending or threatened against the Property, or against Seller in a manner that would affect Seller's ability to perform its obligations under this Agreement.

The "**actual knowledge of the Seller**" and similar terms mean the actual, present consciousness of Richard Varriano without any duty of inquiry or investigation. If Buyer proceeds to Closing notwithstanding Buyer's knowledge of any breach or untruth of any representation or warranty by Seller, Buyer is deemed to have waived the breach or untruth at Closing. All representations and warranties of Seller set forth in this Section 7.2 above shall survive Closing for a period of six (6) months.

8. Sale "As Is".

8.1. Buyer's Obligations. SUBJECT TO THE TERMS OF THIS AGREEMENT, BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY (INCLUDING ITS PHYSICAL AND ENVIRONMENTAL CONDITION) AS IT DEEMS NECESSARY TO PROCEED WITH THE CLOSING AND THIS TRANSACTION, AND ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING THE DISCLAIMED MATTERS (AS DEFINED IN SECTION 8.2), MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. SUCH INSPECTIONS AND INVESTIGATIONS OF BUYER WILL BE DEEMED TO INCLUDE AN ENVIRONMENTAL AUDIT OF THE PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION OF THE PROPERTY WOULD SHOW, PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS



OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY.

8.2. Disclaimers. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, (A) BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER IN CONNECTION WITH THE PROPERTY OR THIS TRANSACTION, (B) SELLER WILL SELL AND CONVEY TO BUYER, AND BUYER WILL ACCEPT THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS" ON THE CLOSING DATE, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY, AND (C) SELLER DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, AND SELLER WILL NOT, BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH CLOSING, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE PROVISIONS OF THIS SECTION 8.2, BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER MAKES, AND WILL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO (I) MATTERS OF TITLE, (II) ZONING, (III) TAX CONSEQUENCES, (IV) PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING LAWS, RULES, REGULATIONS, ORDERS AND REQUIREMENTS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE, AND FURTHER INCLUDING THE COMPREHENSIVE ENVIRONMENTAL RESPONSE AND COMPENSATION AND LIABILITY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE CLEAN WATER ACT, THE SOLID WASTE DISPOSAL ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE OIL POLLUTION ACT, THE FEDERAL CLEAN AIR ACT, THE FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT, EACH AS MAY BE AMENDED FROM TIME TO TIME, AND INCLUDING ANY AND ALL REGULATIONS, RULES OR POLICIES PROMULGATED THEREUNDER AND ALL APPLICABLE LOCAL LAWS, ORDINANCES, AND REGULATIONS, (V) VALUATION, (VI) GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS, ENTITLEMENT STATUS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, (VII) THE USE, INCOME POTENTIAL, EXPENSES, OCCUPANCY STATUS, OPERATION OR CHARACTERISTICS OF THE PROPERTY OR ANY PORTION OF THE PROPERTY, INCLUDING WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC PURPOSE OR FOR A PARTICULAR PURPOSE, OR GOOD OR WORKMANLIKE CONSTRUCTION, (VIII) THE NATURE, MANNER, CONSTRUCTION, CONDITION, STATE OF REPAIR OR LACK OF REPAIR OF ANY OF THE BUILDINGS, STRUCTURES OR IMPROVEMENTS, ON OR UNDER THE



SURFACE, WHETHER OR NOT LATENT, OBVIOUS, VISIBLE OR APPARENT, (IX) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF THE PROPERTY, (X) THE SOIL CONDITIONS, DRAINAGE, FLOODING GEOTECHNICAL AND SEISMIC CHARACTERISTICS, ACCESS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON OR UNDER THE PROPERTY, (XI) THE PRESENCE OR EXISTENCE OF MOLD OR OTHER ORGANISMS, LEAD BASED PAINT OR WATER PENETRATION IN OR ABOUT THE BUILDINGS, STRUCTURES OR IMPROVEMENTS, OR (XII) ANY OTHER STATE OF FACTS THAT EXISTS WITH RESPECT TO ANY OF THE PROPERTY (COLLECTIVELY, "**DISCLAIMED MATTERS**"),

8.3. Waiver and Release. EXCEPT WITH RESPECT TO THE EXPRESS AGREEMENTS, REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF SELLER UNDER THIS AGREEMENT, BUYER AND ANYONE CLAIMING BY, THROUGH OR UNDER BUYER HEREBY FULLY AND IRREVOCABLY WAIVES AND RELEASES SELLER AND EACH OF ITS SHAREHOLDERS, EMPLOYEES, OFFICERS, MANAGERS, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS (EACH, A "**RELEASED PARTY**") FROM ANY AND ALL CLAIMS THAT IT MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST ANY RELEASED PARTY FOR AND AGAINST ANY AND ALL ANY LIABILITIES, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING FROM OR RELATED TO ANY OF THE PROPERTY, INCLUDING ANY OF THE DISCLAIMED MATTERS.

8.4. Limitation of Seller's Liability. ANY PARTY SEEKING TO ENFORCE ANY DUTY, OBLIGATION, LIABILITY OR RESPONSIBILITY OF SELLER ARISING UNDER THIS AGREEMENT WILL RELY ON AND LOOK SOLELY TO THE PROPERTY AND ANY INCOME OR PROCEEDS FROM THE PROPERTY. SELLER WILL HAVE NO LIABILITY FOR THE PERFORMANCE OF ANY DUTIES OR OBLIGATIONS OF SELLER UNDER THIS AGREEMENT BEYOND ITS INTEREST IN THE PROPERTY AND ITS PROCEEDS. BUYER WILL NOT SEEK TO ENFORCE ANY CLAIM OR JUDGMENT OBTAINED BY BUYER AGAINST SELLER AGAINST ANY PROPERTY OF SELLER OTHER THAN ITS INTEREST IN THE PROPERTY AND ITS PROCEEDS, AND BUYER WILL LOOK SOLELY TO, AND RELY SOLELY ON, THAT INTEREST AND THOSE PROCEEDS FOR ENFORCEMENT AND SATISFACTION OF ANY CLAIM OR JUDGMENT. BUYER AGREES THAT THE DIRECTORS, OFFICERS, PARTNERS, MEMBERS, OWNERS AND EMPLOYEES OF SELLER HAVE NO PERSONAL LIABILITY UNDER THIS AGREEMENT, AND BUYER WAIVES ITS RIGHT TO SUE ANY OF THEM PERSONALLY OR INDIVIDUALLY.

9. Executory Period. After the Effective Date until the date of Closing or earlier termination of this Agreement (the "**Executory Period**"), Seller shall operate, maintain and manage the Property in a manner generally consistent with the manner in which Seller has operated and maintained the Property prior to the Effective Date.



10. Casualty. If all or part of the Improvements are damaged or destroyed during the Executory Period by any fire or other casualty, then (a) this Agreement shall remain in effect, (b) the Property shall be conveyed at Closing in its damaged condition, and (c) Seller shall have no obligation to repair or restore the Property or reduce the Purchase Price.

11. Eminent Domain. If eminent domain proceedings are commenced against all or a material part of the Property during the Executory Period, then Buyer shall have the option to terminate this Agreement (subject to Section 15), and receive a refund of the Earnest Money as its sole remedy, which option shall expire upon the earlier of (a) ten (10) business days after Buyer receives written notice of the proceedings, or (b) the Closing Date. If Buyer does not timely exercise such termination option, or if less than a material part of the Property is subject to such proceeding, then (w) this Agreement shall remain in effect, (x) the remaining Property shall be conveyed at Closing subject to the eminent domain proceeding, (y) Seller shall have no obligation to restore the Property or reduce the Purchase Price (except as provided below), and (z) Seller shall give to Buyer at Closing either (i) a credit against the Purchase Price in the amount of the award received by Seller in the case of a completed condemnation, or (ii) an assignment of all of Seller's rights in the eminent domain proceeding in the case of a pending proceeding. For purposes of this Section 11, "**material**" means a value equal to twenty percent (20%) or more of the Purchase Price.

12. Assignment; Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto and their respective successor and assigns. No rights, privileges or immunities of either Seller or Buyer under this Agreement shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Agreement. Buyer may not fully or partially assign or transfer this Agreement or any interest therein in any manner whatsoever without Seller's prior written consent, which may be given, conditioned or withheld in Seller's sole and absolute discretion. Notwithstanding the foregoing, Seller's consent shall not be required for an assignment by Buyer of all of Buyer's rights and obligations under this Agreement to (a) any parent, subsidiary or other affiliate of Buyer, or (b) to any person or entity which succeeds to the business of Buyer as a result of any reorganization, joint venture, merger or consolidation of Buyer. Buyer must give Seller not less than ten (10) business days' prior notice of any proposed assignment of this Agreement (even if permitted under this Section 12); which notice shall be accompanied by a copy of the assignment (and an assumption of this Agreement) and documents evidencing the formation, ownership, good standing and authority of the assignee to assume and perform the Buyer's obligations under this Agreement. No assignment or transfer of Buyer's rights or obligations under the Agreement (even if permitted under this Section 12 or consented to by Seller) shall operate to modify or relieve Buyer of its obligations under the Agreement.

13. Default and Remedies.

13.1. Default By Seller. If Seller defaults under this Agreement and such default continues for ten (10) days following notice from Buyer to Seller specifying the default (provided that no notice or cure period shall be required with respect to any default of any obligations to be performed at Closing), Buyer may exercise one of the following as its sole, exclusive and mutually-exclusive remedies, either (a) terminate this Agreement by giving written notice to Seller, in which event Buyer shall be entitled to immediate refund of the Deposits, or (b) seek specific performance of this Agreement. If Buyer proceeds to



Closing notwithstanding any defaults by Seller, Buyer shall be deemed to have waived such defaults.

13.2. Default By Buyer. If Buyer defaults under this Agreement and such default continues for ten (10) days following notice from Seller to Buyer specifying the default (provided that no notice or cure period shall be required with respect to any default of any obligations to be performed at Closing), Seller may terminate this Agreement by giving written notice to Buyer, in which event Seller shall be entitled to immediate payment of the Earnest Money as liquidated damages (Seller and Buyer each hereby agreeing that determining Seller's actual damages would be difficult, and the Earnest Money is a reasonable estimate of Seller's damages). Notwithstanding the foregoing, Seller may enforce any provisions of this Agreement which survive Closing, and Seller may recover from Buyer its reasonable fees and costs of enforcing those provisions.

13.3. Nature of Remedies. Seller's and Buyer's respective remedies as set forth in this Section 13 are their sole and exclusive remedies, except with respect their respective obligations that expressly survive Closing or termination under this Agreement. Seller and Buyer each hereby waive any right to sue the other or recover any costs or other damages whatsoever except as expressly provided in this Section 13 (except with respect to obligations that expressly survive Closing or termination as provided under this Agreement).

13.4. Limitations Period on Suits and Proceedings. If either Seller or Buyer is entitled to commence any action or other proceeding to seek specific performance of this Agreement, or to recover any fees, costs or other amounts expressly recoverable under this Section 13, the applicable party must do so within sixty (60) days after the earlier of (a) the date that party obtains actual knowledge of the defaulting party's default, or (b) the date of termination of this Agreement, or such party shall be deemed to have irrevocably waived the related claims and shall be barred from asserting the related claims.

13.5. Attorney's Fees. Each of the parties will pay its own attorney's fees with respect to this Agreement and this transaction, except that a party defaulting under this Agreement or any closing document will pay the reasonable attorneys' fees and court costs at trial and on any appeal incurred by the non-defaulting party to enforce its rights regarding such default.

14. Notices. Any notice required or permitted to be given by this Agreement will be in writing and will be given by nationally recognized overnight courier, or by certified or registered mail, return receipt requested, postage prepaid. Notices so given shall be deemed received when actually received or when delivery is confirmed or refused. Notices may also be given by e-mail, and will be effective at the time of sending at the e-mail address specified below by 5:00 p.m. Central Time on a business day (and otherwise as of the next business day), provided the notice-giving party also sends notice by one of the physical methods permitted above on the same date as sending the e-mail, time being of the essence. Any notice required to be given under this Agreement shall be addressed as follows:

Seller: U.S. Bank National Association  
800 Nicollet Mall, 15th Floor  
BC-MN-H15F  
Minneapolis, MN 55402  
Attn: Corporate Real Estate

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with a copy to: U.S. Bank National Association  
800 Nicollet Mall, 21st Floor  
BC-MN-H21N  
Minneapolis, MN 55402  
Attn: Corporate Counsel, Corporate Real Estate

Buyer: City of Tipton, Iowa  
407 Lynn Street  
Tipton, Iowa 52772  
Attn: [citymanager@tiptoniowa.org](mailto:citymanager@tiptoniowa.org)  
[mayor@tiptoniowa.org](mailto:mayor@tiptoniowa.org)

Any party may, by notice to the others, specify a different address for notice purposes.

15. Termination. If this Agreement is terminated pursuant to the terms hereof, then (a) the respective rights of Buyer and Seller arising out of this Agreement shall immediately cease with the exception of obligations that expressly survive termination under this Agreement, and (b) within ten (10) days after such termination notice, Buyer shall (i) deliver to Seller a true, correct, complete and legible copy of the Reports, if any, to the extent not previously delivered to Seller, and (ii) execute, acknowledge, and deliver to Seller a quit claim deed with respect to the Property in order to remove any cloud of this Agreement from Property (provided that the failure to give such deed or termination shall not affect the termination of this Agreement). Buyer's obligations under this Section 15 shall survive termination of this Agreement, and Seller may recover from Buyer its reasonable legal fees and costs of enforcing the provisions of this Section 15.

16. Tax Deferred Exchange. Seller and/or Buyer may elect to dispose of or acquire (as the case may be) any of the Real Property in connection with the completion of a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Each party agrees to take such steps as the other may reasonably require in order to complete such tax-deferred exchange, including accepting payment of all or a portion of the Purchase Price from a third party.

17. Brokers. Seller and Buyer each represents and warrants to the other that it has not retained or dealt with any broker entitled to a commission or other fee in connection with this transaction except for Cushman & Wakefield, which is acting as Seller's agent (the "**Broker**"). If the Closing occurs, Seller will pay a commission to Broker in accordance with a separate agreement with Broker. Seller and Buyer shall indemnify, defend (with counsel reasonably acceptable to the indemnified party) and hold the other party harmless against all claims (and any related liabilities) made by any person other than Broker alleging to have represented or assisted the indemnifying party and to thereby be owed a commission or fee in connection with the signing



or consummation of this Agreement. The indemnity obligations under this Section 17 shall survive Closing or any termination of this Agreement.

18. No Liens. Buyer may not record this Agreement or any memorandum of this Agreement against the title to the Property or in other public records. Buyer may not record a lien, notice of lis pendens or other instrument against the title to the Property except in connection with a timely- and properly-filed specific performance action permitted under this Agreement, and Buyer waives any other right to do so at law or in equity. This Agreement is not, and does not convey, any interest in or lien against the Property.

19. Waiver of Jury Trial. SELLER AND BUYER EACH IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS TRANSACTION.

20. Miscellaneous. This Agreement may be signed in counterparts and evidenced by facsimile, PDF format or similarly-imaged pages. Buyer and Seller each acknowledge and agree that it has had an opportunity to receive the advice of such counsel and other advisors as it desires before entering into this Agreement. Time is of the essence of this Agreement. This Agreement will be governed by and construed under and in accordance with the laws of the state where the Property is located. This Agreement contains the entire agreement between the parties hereto with respect to this transaction, supersedes any prior oral negotiations or agreements. Subject to Section 12, this Agreement is binding upon the parties hereto and their respective legal representatives, successors and permitted assigns. No amendment, modification or waiver of the provisions of this Agreement will be effective unless it is in writing and signed by the party against whom it is to be enforced. All decisions requiring the "approval" or "agreement" of any party hereto shall be made in writing the applicable party. If any part of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected and continue in full force and effect. Seller's preparation of this Agreement and submission of this Agreement for the review or execution by any party is not an offer by Seller to sell the Property, and this Agreement is not binding upon Seller or Buyer until it has been signed by Seller and Buyer. The section headings and other captions are for ease of reference only, and are not otherwise part of this Agreement. Any reference to a section of this Agreement includes its subsections and parts. If Buyer consists of more than one individual or entity, then each shall be jointly and severally liable for the obligations of Buyer hereunder. Seller may recover from any one or more of the Buyer individuals or entities the full amount of any collective liability of Buyer under this Agreement, and Seller may bring a separate action against any one or more of the Buyer individuals or entities with respect to such liability. Any notice from any Buyer individual or entity to Seller shall constitute a notice from all Buyer individuals or entities.

21. Rules of Construction. In interpreting this Agreement, the following rules of construction shall be used.

21.1. Construction. The rule of strict construction shall not apply to this Agreement. This Agreement shall not be interpreted in favor of or against either Buyer or Seller merely because of their respective efforts in preparing it.



21.2. Captions, Gender, Number, and Language of Inclusion. The article and section headings in this Agreement are for convenience of reference only and shall not define, limit or prescribe the scope or intent of any term of this Agreement. As used in this Agreement, the singular shall include the plural and vice versa, the masculine, feminine, and neuter adjectives shall include one another, and the following words and phrases shall have the following meanings: (a) **“including”** shall mean “including but not limited to”; (b) **“terms”** shall mean “terms, provisions, duties, covenants, conditions, representations, warranties, and indemnities”; (c) **“any of the Property”** or **“any of the Property”** shall mean “the Property or any part thereof or interest therein” or “the Property or any part thereof or interest therein”, as the case may be; (d) **“rights”** shall mean “rights, duties, and obligations”; (e) **“liabilities”** shall mean “liabilities, obligations, damages, fines, penalties, claims, demands, costs, losses, charges, liens, judgments, actions, causes of action, and expenses, including reasonable attorneys’ fees”; (f) **“incurred by”** shall mean “imposed upon or suffered or incurred or paid by or asserted against”; (g) **“applicable law”** shall mean “all applicable federal, state, county, municipal, local, or other laws, statutes, codes, ordinances, rules, and regulations”; (h) **“about the Property”** or **“about the Property”** shall mean “in, on, under, or about the Property” or “in, on, under, or about the Property”, as the case may be; (i) **“operation”** shall mean “use, non-use, possession, occupancy, condition, operation, maintenance, or management”; and (j) **“this transaction”** shall mean “the purchase, sale, and related transactions contemplated by this Agreement”.

21.3. Time Periods. Any reference in this Agreement to the time for performance of obligations or elapsed time shall mean consecutive days, months or years, as applicable. In the event the time for performance of any obligation hereunder expires on the day that is not a business day, the time for performance shall be extended to the next business day. A **“business day”** means any day that is not Saturday, Sunday or a federal or state holiday.

## 22. Escrow Provisions.

22.1. Earnest Money. Title Company will hold and disburse the Earnest Money in accordance with the terms of this Agreement, unless otherwise directed by the mutual written direction of the parties.

22.2. Duties of Title Company. The sole duties of Title Company will be those described herein, and Title Company will be under no obligation to determine whether the parties hereto are complying with any requirements of law or the terms of any other agreements among said parties. Title Company may conclusively rely upon and will be protected in acting upon any notice, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper party or parties, consistent with reasonable due diligence on Title Company’s part. Title Company may consult the advice of counsel with respect to any issue concerning the interpretation of its duties hereunder. Title Company will have no duty or liability to verify any such notice, consent, order or other document, and its sole responsibility will be to act as expressly set forth in this Agreement. Title Company will be under no obligation to institute or defend any action, suit or proceeding in connection with this Agreement. If any dispute arises with respect to the disbursement of any money, Title Company may continue to hold the money, or

commence an interpleader action in a court of competent jurisdiction and remit the money to that court.

23. Removal of Personal Property. Buyer agrees that Seller shall have the right, upon the provision of written notice to Buyer, to reenter the Property within ten (10) business days of the Closing Date, for purposes of retrieving any personal property of Seller (collectively, "Seller's Personal Property") remaining at the Property after Closing, which was not intended to be included with the sale. If Buyer discovers any of Seller's Personal Property remaining at the Property after the Closing, Buyer shall immediately notify Seller in writing. Seller shall have ten (10) business days from the receipt of Buyer's notice to arrange for the retrieval of Seller's Personal Property. In all cases, Buyer agrees to cooperate with Seller in providing reasonable access to the Property for purposes of retrieving Seller's Personal Property. Buyer further acknowledges and agrees that it shall not disclose the existence of Seller's Personal Property or any information contained therein to any third party nor may Buyer remove or dispose of Seller's Personal Property without first following the notice procedures described above. In the event Seller fails to remove any of Seller's Personal Property remaining at the Property within the timeframes described above, Buyer may remove or destroy it in accordance with applicable law. Buyer and Seller agree that the obligations in this Section 23 shall expressly survive the Closing.

*[Remainder of page intentionally left blank]*



**SIGNATURE PAGE**  
**TO**  
**OPTION AGREEMENT**

---

Seller and Buyer executed this Agreement as of the Effective Date.

**“Buyer”**

CITY OF TIPTON, IOWA,  
an Iowa municipal corporation

**“Seller”**

U.S. BANK NATIONAL ASSOCIATION,  
a national banking association

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## JOINDER BY TITLE COMPANY

FIRST AMERICAN TITLE INSURANCE COMPANY is executing this Agreement in its capacity as Title Company only, and by such execution is only agreeing to act strictly in accordance with the terms of this Agreement that govern the duties and obligations of Title Company, including being the designated party to comply with any reporting requirements specified in Section 6045 of the United States Internal Revenue Code (and any related regulations regarding such reporting obligations) in relation to this transaction.

FIRST AMERICAN TITLE INSURANCE  
COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

— All that certain real property situated in the County of Cedar, State of Iowa, described as follows: —

LOT 6 & W 12' LOT 5 BLK 11

APN: 0480-11-06-108-011-0



**EXHIBIT B**  
**DECLARATION OF RESTRICTIONS**

---

[See following 3 pages.]

**WHEN RECORDED, MAIL TO:**

U.S. Bank National Association

Attn: \_\_\_\_\_

U.S. Bancorp Center

BC-MN-H21R

800 Nicollet Mall

Minneapolis, Minnesota 55402

---

**DECLARATION OF RESTRICTIONS**

This Declaration of Restrictions is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
(the "Effective Date"), by U.S. BANK NATIONAL ASSOCIATION, a national banking  
association ("Bank").

**RECITALS**

A. Bank owns certain real property situated in Cedar County, Iowa, more particularly  
described in Exhibit A hereto (the "Property").

B. In connection with Bank's intended sale of the Property on this date, Bank desires  
to declare that the Property may not be used for certain uses for the benefit of Bank.

NOW, THEREFORE, Bank hereby declares that no portion of the Property may be used  
or occupied for the principal purpose, or any uses ancillary thereto (including, but not limited to  
parking and advertising), of a retail bank, credit union, savings and loan, money store, or mortgage  
or loan origination or for the placement, operation or maintenance of an automated teller machine  
or similar device. These restrictions shall run with the Property as covenants running with the land  
or as equitable servitudes, as the case may be, and shall constitute a burden on the Property for the  
benefit of Bank for a period of three (3) years from the Effective Date.

*[Remainder of page intentionally left blank.  
Signature and acknowledgment pages follow]*

IN WITNESS WHEREOF, Bank has executed this Declaration of Restrictions as of the day and year first written above.

OWNER:

**U.S. BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_

Name:

Title:

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF HENNEPIN    )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of U.S. Bank National Association, a national banking association, who executed the instrument, on behalf of said national banking association.

\_\_\_\_\_  
Notary Public

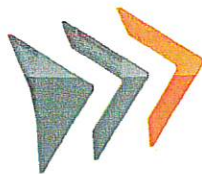
My Commission Expires: \_\_\_\_\_



**EXHIBIT A TO**  
**DECLARATION OF RESTRICTIONS**

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Legal Description of the Property



## HINSON CONSULTING, LLC

LOCAL GOVERNMENT HIRING, PLANNING & FINANCE

### **Proposal**

August 21, 2025

To: Honorable Mayor & City Council, Tipton, Iowa

Brent Hinson  
Hinson Consulting, LLC

Re: City Manager Search Proposal

Dear Mayor and Council:

We are writing to offer our services in assisting with the search for Tipton's next City Manager. Our recruitment team is unmatched for its deep experience in municipal government in Iowa and its resulting Iowa and Midwestern network.

If selected, we will employ a team with over 130 years of collective Iowa local government experience that has collectively completed over 35 city manager/administrator searches in Iowa since 2013. We are very familiar with Tipton; consultants Callahan and Hinson worked on the last search in 2017, and consultant Hinson has assisted the City on two occasions with compensation plan adjustments.

Selecting the appropriate person as City Manager is one of the most important decisions a Council will make, and we have developed a comprehensive process to recruit, screen, and evaluate candidates, providing the best chance possible of finding the perfect fit.

***Hinson Consulting, LLC***  
*hinsonconsultingllc@gmail.com*

**Hinson Consulting, LLC Proposal: Table of Contents**

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## **Our Understanding of the City Manager Position & Organizational Goals**

Due to our team's deep experience on the front lines of municipal government in Iowa, we are acutely aware of the challenges facing communities like Tipton. We understand that to be successful Tipton must simultaneously be budget-conscious but forward-thinking, and optimistic yet realistic. It must engage continuously with important community partners, and make the most of opportunities. It must build the community in a smart and sustainable way.

It is essential that Tipton recruit and retain a highly skilled and committed professional to lead its organizational efforts and to properly advise the Mayor and Council on policy matters. Our aforementioned 130 combined years of local government experience includes 89 years of experience in administrator/manager roles. We understand the combination of broad knowledge, listening ability, leadership, energy, passion, financial & negotiating savvy, character, and many other traits that are necessary to be successful in this role.

## **Specifications for Proposal**

### **Firm Contact Information:**

Brent Hinson, Principal  
Hinson Consulting, LLC  
1234 Moonstone Ct  
Mason City, IA 50401  
(641) 373-2535  
[hinsonconsultingllc@gmail.com](mailto:hinsonconsultingllc@gmail.com)

**Firm Overview:** Hinson Consulting, LLC is an Iowa limited-liability corporation established in 2014. The firm specializes in City Administrator/Manager searches, but also performs compensation studies, employment background checks, and financial analysis for local governments in Iowa.

Hinson Consulting, LLC is a single-member LLC owned by Brent Hinson. It proposes to serve as the contracting firm for the proposed services, and will engage as a subconsultants Callahan Municipal Consultants, LLC (Iowa single-member LLC owned by Patrick Callahan), Theia Management Consulting, LLC (Iowa single-member LLC owned by Marketa Oliver), and Mark A. Jackson Consulting, LLC (Iowa single-member LLC owned by Mark Jackson).

***Hinson Consulting, LLC***  
*[hinsonconsultingllc@gmail.com](mailto:hinsonconsultingllc@gmail.com)*

**Consultant Biographies:**

Consultant **Brent Hinson** has worked in city government for 21 years, having served as Finance Director/City Clerk in Iowa Falls, Iowa; City Administrator in Garner, Iowa; City Administrator in Washington, Iowa; and beginning in August 2021, as Deputy City Administrator/ Finance Director in Mason City, Iowa. Brent is an ICMA Credentialed Manager. He has owned and operated his own consulting firm, Hinson Consulting, LLC since 2014. He is a past Iowa League of Cities Board member and speaker at League and ICMA conferences.

Consultant **Patrick Callahan** has 50 years of experience in city management and executive search in Iowa. He served the communities of Fort Madison, West Point, Maquoketa, and Anamosa in municipal leadership positions, and worked as a municipal consultant for the University of Iowa Institute of Public Affairs, the Brimeyer Group, and Snyder & Associates before starting his own firm, Callahan Municipal Consultants, in 2013. Since 2013, Callahan Municipal Consultants has successfully completed more than 25 administrator/manager searches in Iowa. Pat was inducted into the Iowa League of Cities Hall of Fame in 2001.

Consultant **Marketa Oliver** has worked in city government for 33 years, having served as Assistant to the City Manager in Yakima, WA; City Administrator in Windsor Heights, Iowa; City Manager in Norwalk, Iowa; and her current role of City Administrator in Bondurant, Iowa. Marketa is an ICMA Credentialed Manager and holds the SPHR designation from the Society for Human Resources Management. She received the Iowa City/County Management Association's highest honor, the Joe Lukehart Award for Professional Service, and her cities have received many program excellence awards from the International City/County Management Association.

Consultant **Mark A. Jackson** has worked in city government for 34 years, first as the Village Manager in Homer, Michigan, and since 1993, as the City Administrator in Story City, Iowa. Mark is an ICMA Credentialed Manager and is Past President of the Iowa City/County Management Association and board member of the Iowa League of Cities. He also has provided consulting services upon request by cities for the past 19 years.

**Involvement of Staff, Elected Officials, and Stakeholders:** While we have a standard framework for performing our executive searches, we aim to be highly flexible and responsive to your input to ensure the right process for Tipton. You are the experts on your community and your organization, and there is no one-size-fits-all approach for

***Hinson Consulting, LLC***  
*hinsonconsultingllc@gmail.com*



ensuring a good process. While we have provided a proposed schedule below as requested, we would be happy to adjust wherever needed to maintain an orderly, inclusive, and ultimately successful process.

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The standard framework for our process includes:

- Meet with Mayor & Council to review job description, pay & benefits, etc.
- Meet with Mayor, Council, key staff, and select citizen advisers on an individual basis to discuss qualities desired in the next City Manager, learn more about the organization's needs, and to gain input on the advertisement of the position.
- Conduct organizational effectiveness survey and make presentation of results to Council.
- Prepare an 8- to 12-page position profile for prospective candidates.
- Prepare & place advertisements on key internet sites & on targeted social media.
- Compile list of potential candidates & make contacts to gauge interest & promote the position opening.
- Receive & catalog applications (we propose to use our applications Gmail account for this purpose and only accept electronic applications).
- Screen candidates; meet with Mayor & Council to narrow the most qualified applicants to a list of finalists.
- Reference checks on finalists.
- Conduct criminal and credit background checks on finalists.
- Conduct formal interview process over a period of two days.
- Negotiations with selected candidate, including employment contract.

We can calibrate the items above listing in a variety of ways, as desired, to meet Tipton's expectations for elected official, staff, and citizen involvement.

**Development & Evaluation of Candidate Pool:** We are highly connected within and outside the state of Iowa in the city management field, and have a strong knowledge of potential candidates that may be interested in and qualified for the position, through an ongoing dialogue with a wide array of city government professionals. We perform many searches within the state of Iowa, so are aware & in touch with both the Iowa-based candidates, as well as those from other states that are interesting in relocating to or returning to Iowa. Our process starts with assembling a list of all such candidates of which we are aware. We will prepare what we believe is the list of the best candidates for Tipton. This will be based on the input we receive from staff, elected officials, and citizens, along with our own research and subject matter knowledge. We know many of

***Hinson Consulting, LLC***  
*hinsonconsultingllc@gmail.com*



the potential candidates personally and professionally, and may have worked with them on past searches, so are aware in many cases of not just qualifications for these individuals, but also character and intangibles that may make them particularly suited for Tipton. We then make contact with the potential candidates and other key influencers within the Iowa local government to raise awareness of the community and the availability of the position. We use the position profile we will prepare to supplement these efforts. We further advertise in a variety of outlets (with internet sources emphasized), and also seek to be responsive and informative to candidates that may contact us directly about the position, as is often the case.

We are in a challenging time for recruitment; this is true across the economy, but we have seen direct effects on the number of applicants we are seeing in our post-COVID searches. We have recent seen the typical number of applicants in our searches fall to under 20, even as we continue to work harder than ever to recruit applicants. While there are still good candidates out there, the lower numbers make it all the more important that the City has addressed any red flags and has elected officials and staff that are on the same page going into the search.

We have several levels of screening for applicants. First, we develop a qualifications matrix to be able to compare the candidates on the basis of factors such as education, local government experience, and management experience, and relate these to the desired qualifications and attributes identified for the position we are filling. We conduct detailed internet research on candidates via Google searches, targeted websites, etc. We use the results of these screening techniques to discuss among our consultants those that we believe are the best fit for the position on paper. We have several ways to involve the Mayor and City Council in this process. We prefer to bring the Mayor and City Council a group of semi-finalists for closed session discussion, rather than spend valuable elected official time reviewing applications that do not have sufficient merit to move on to the next stage. However, we are flexible in this process, within the bounds of maintaining an appropriate level of confidentiality while complying with Iowa Code Chapters 21 & 22 regarding open meetings/open records. We propose to conduct Zoom interviews of semi-finalists before the Mayor & Council proceed to selection of finalists.

The final levels of screening for candidates consist of credit, criminal background, and detailed reference interviews, along with the in-person interviews. We conduct all of our background research prior to the interviews, in order to put the Mayor & Council in the position to make an offer at the conclusion of the interviews. The interview process itself

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is carefully crafted to allow participants to develop a strong feel for candidate fit and readiness to assume the role of City Manager.

**Recruitment Timetable:** As stated above, we are flexible in our approach and process, but would anticipate the following timetable at this point in time:

<b>A. Phase I – Advertising &amp; Marketing of Position</b>		
1. Initial Council Meeting to start the process	Consultant Hinson/City Council (Virtual)	September 8
2. Confidential Interviews with Mayor, Council Members & Key Staff	Consultants	By September 26
3. Survey of Staff & Elected Officials	Consultant/City	September 26-October 6
4. Preparation of Profile	Consultant	By October 9
5. Council Approval of Profile & Session on Organizational Effectiveness	Consultant/City	October 13
6. Preparation of Advertisements	Consultant	By October 14
7. Placement of advertisement and posting on websites	Consultant	By October 14
8. Emailing of Profiles	Consultant	October 14-November 12
9. Phone Calls to Potential Candidates	Consultant	October 14-November 12
10. Deadline for Applications	-	November 13
<b>B. Phase II – Selection Process</b>		
11. Screening of Candidates	Consultant	November 13-November 17
12. Selection of Candidates for Zoom Interviews (Special Meeting)	City Council	November 17
13. Zoom Interviews of Candidates (Special Meeting)	Consultant/Council	November 19
14. Email Information to Candidates for Formal Interviews	Consultant	By November 20
15. Education Verification, Credit Checks,	Consultant	November 20-

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& Criminal Background Checks, - Finalists		December 5
16. Calls on Candidates' References	Consultant	November 20- December 5
17. Coordination of Interviews	Consultant	November 20- December 5
18. Finalist Interviews	Consultant/Council	December 5-6
19. Negotiations with Selected Candidate	Consultant/Mayor	December 6-7
20. Approval of Offer of Employment	City Council	December 8
21. Start of Employment		Approx. January 19

The exact dates of each step in the process will be selected after this proposal has been approved and the City has provided additional information regarding the schedules of the City officials involved in the process.

#### **Proposed Scope of Services & Fees:**

We propose the following scope of services:

1. Develop recruiting specifications, in conjunction with the City Council, and other key individuals selected by the City Council, that addresses the specific duties, responsibilities, operational issues, education and training, leadership qualities, and other factors that are relevant to the position.
2. Coordinate all stages of the process with the City Council, with the collaboration of key staff members from the City of Tipton.
3. Translate the Council requirements into a recruitment brochure, to encompass a nation-wide search, with recruiting activities including selected advertising, networking and direct inquiries, and use of our knowledge of candidates from other searches.
4. Assist the Council in screening the initial pool of applicants to an appropriate number of semi-finalists. Provide the Council with summary reports on semi-finalists and respond to questions.

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5. Work with the Council to narrow the semi-finalists group to a list of approximately four finalists, to determine an appropriate interview process, and to discuss preliminary terms of an employment agreement.
6. Conduct in-depth interviews, detailed background investigations, and contact references and verify the credentials of finalists. Prepare a report on each finalist. Assist the Council with the candidate interviews.
7. Coordinate and/or conduct any additional assessments and background investigations.
8. Assist the Council with the negotiation of an employment agreement with the selected candidate, as directed by the Council.

#### **Fee Proposal**

<b>Task</b>	<b>Lead Role</b>	<b>Fee</b>
1. General oversight & management of process	Consultants	\$1,000
2. Initial Council meeting to start the search process (Consultants virtual)	Consultants/Council	\$250
3. One-on-One Meetings with Elected Officials and Key Staff	Consultants/Staff/Council	\$1,250
3. Preparation of Position Profile	Consultant	\$1,250
4. Organizational Survey & Summary Report	Consultant	\$350
5. Council Approval of Profile & Session on Organizational Effectiveness & Staffing and Follow-Up Work	Council	\$ 500
6. Preparation of List of Potential Candidates	Consultant	\$450
7. Printing or emailing of Profiles	Consultant	\$ 150
8. Preparation of Advertisements	Consultant	\$ 200
9. Placement of Advertisements (includes cost	Consultant	\$ 850

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of ads)		
10. Contacts with Potential Candidates	Consultant	\$ 550
11. Screening of Candidates	Consultants/Council	\$1,250
12. Selection of Candidates for Zoom Interviews - Council Meeting	Consultants/ Council	\$500
13. Zoom Interviews of 6 Finalists	Consultants/Council	\$1,250
14. Selection of Candidates for Formal Interviews	Council	-0-
15. Send Packets of Information to Candidates for Interviews	Consultant	\$300
16. Educational Verification, Credit Checks, & Criminal Background Checks & Report	Consultant	\$750
17. Calls on Candidate References	Consultant	\$1,500
18. Coordination of Interviews & Calls to Candidates	Consultant	\$1,000
19. Formal Interviews – Two Days	Consultant/Council	\$2,200
20. Negotiations with Selected Candidate	Consultant	\$ 300
21. Formal Approval of Offer of Employment	Council	\$0
SUB-TOTAL – Consulting Fee		<b>\$15,850</b>
Expenses – Mileage, copies, & lodging		<b>\$ 1,750</b>
<b>Grand Total – Not to Exceed</b>		<b>\$17,600</b>

We would anticipate billing for monthly progress payments proportionate to the amount of work completed each period, through the completion of the search.

Please consider this division of tasks as a proposal that can be modified to meet the Council's expectations. We are flexible as to the tasks that the Council would wish to assign to us.

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If we were to follow the division of tasks, as outlined in this proposal, the consulting fee, plus expenses, would not exceed \$17,600. If the Council wants to change the division of tasks, we can modify the fee according to the Council's needs and expectations.

Based on this scope of service, would have the following expectations of City staff and officials:

- Provide consultants with content for position profile.
- Respond to various information requests during the process.
- Provide input throughout the process.
- Various coordination for interview weekend, including arranging tours of Tipton, a public reception for candidates, refreshments for formal interview participants, etc.
- Legal review of proposed employment contract (by City Attorney).

### **Additional Services: New Manager Evaluations and Council Goal Setting**

**Six and/or Twelve Month Performance Evaluation:** If requested by the Council, we can assist the City with initial performance evaluations of the person selected as City Manager. In cooperation with the Mayor, City Council Members, and City Manager, we will develop a performance evaluation form and rating system. We will distribute and collect the evaluation forms, summarize them, and present the summary to the Mayor, City Council, and City Manager. If there is a need for an improvement in some aspect of the performance of the City Manager, we will provide advice and suggestions, if requested. The fee for this service would be \$800 per evaluation process.

**Mayor/Council Goal-Setting:** We believe one of the most important aspects to success, especially for a new Manager, is a shared Mayor/Council vision. This allows the new Manager to focus on what is truly important to start, and what can wait a bit to address. Our consultants are highly experienced with this process, and can build a process to suit Tipton. The fee for this service would range from \$1,000 to \$2,500 depending on the depth of the process desired by the City of Tipton.

We sincerely thank you for considering our proposal, and look forward to working with you.

Brent, Pat, Mark, and Marketa

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## **Appendix**

**Client Listing:** Our consultants have assisted with the following representative city administrator/ manager searches in Iowa in recent years:

<u>Client</u>	<u>Year</u>	<u>Contact</u>
Mason City, Iowa	2018	Perry Buffington, HR Director, 641-424-7130
Sheldon, Iowa	2018	Katricia Meendering, Former Mayor, 712-324-4651
Polk City, Iowa	2019	Jason Morse, Former Mayor, 515-208-3996
Orange City, Iowa	2019/2025	Deb DeHaan, Mayor, 712-541-9016
Burlington, Iowa	2020	Stephanie Stuecker, Finance Director, 319-753-8178
Decorah, Iowa	2021	Lorraine Borowski, Mayor, 563-382-3452
Marion, Iowa	2021	Nick AbouAssaly, Mayor, 319-743-6305
Independence, Iowa	2022	Susi Lampe, City Clerk/Treasurer, 319-334-2780
Riverside, Iowa	2019/2023	Allen Schneider, Mayor, 319-330-2102
Fairfield, Iowa	2017/2023	Rebecca Loper, City Clerk, 319-472-6193
Oskaloosa, Iowa	2022/2025	David Krutzfeldt, Mayor, 641-676-5006
Pella, Iowa (Fin Dir)	2023	Mike Nardini, City Manager, 641-628-4173
Huxley, Iowa (City Admin; City Clerk/ Finance Officer)	2023; 2024	David Haugland, City Manager, 515-597-2561
Dallas Center, Iowa (CA/Fin Dir)	2024	Danny Beyer, Mayor; 515-918-0656
Red Oak, Iowa	2024	Tim Fridolph, City Council; 712-370-2141
Glenwood, Iowa	2024	Angie Winkquist, Mayor; 712-520-1983
Chariton, Iowa*	2024	Jayma Hoch, Mayor, 641-774-5991
Clear Lake, Iowa*	2025	Nelson Crabb, Mayor, 641-425-7756
Slater, Iowa*	2025	Taylor Christensen, Mayor, 515-371-5700
Boone, Iowa	2025	Elijah Stines, Mayor; 515-489-0585
Carter Lake, Iowa	2025	Jason Gunderson, City Council; 402-680-6555

\* Searches performed with Theia Management Consulting as lead consultant

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**Tipton Revised Fee Proposal 9/17/25**

<b>Task</b>	<b>Lead Role</b>	<b>Fee</b>	<b>Notes</b>
1. General oversight & management of process	Consultants	\$1,000	
2. Initial Council meeting to start the search process (Consultants virtual)	Consultants/Council	\$250	
3. One-on-One Meetings with Elected Officials and Key Staff	Consultants/Staff f/ Council	\$1,250	
3. Preparation of Position Profile	Consultant	\$250	Staff to prepare with consultant oversight
4. Organizational Survey & Summary Report	Consultant	\$350	
5. Council Approval of Profile & Session on Organizational Effectiveness & Staffing and Follow-Up Work	Council	\$ 500	
6. Preparation of List of Potential Candidates	Consultant	\$450	
7. Printing or emailing of Profiles	Consultant	\$ 150	
8. Preparation of Advertisements	Consultant	\$ 200	

9. Placement of Advertisements (includes cost of ads)	Consultant	\$ 850	
10. Contacts with Potential Candidates	Consultant	\$ 550	
11. Screening of Candidates	Consultants/Council	\$1,250	
12. Selection of Candidates-Council Meeting	Consultants / Council	\$250	Consultants virtual
13. Zoom Interviews of 6 Finalists	Consultants/Council	\$1,250	Skip Zooms
14. Selection of Candidates for Formal Interviews	Council	<del>0</del>	
15. Send Packets of Information to Candidates for Interviews	Consultant	\$300	
16. Educational Verification, Credit Checks, & Criminal Background Checks & Report	Consultant	\$750	
17. Calls on Candidate References	Consultant	\$1,500	Staff to perform using format provided by consultants
18. Coordination of Interviews & Calls to Candidates	Consultant	\$1,000	



19. Formal Interviews – Two Days	Consultant/Council	\$2,200	
20. Negotiations with Selected Candidate	Consultant	\$ 300	
21. Formal Approval of Offer of Employment	Council	\$0	
SUB-TOTAL – Consulting Fee		<b>\$11,000</b>	
Expenses – Mileage, copies, & lodging		<b>\$ 1,000</b>	
<b>Grand Total – Not to Exceed</b>		<b>\$12,000</b>	