City of Tipton, Iowa

Meeting: Tipton City Council Meeting

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

Date/Time: Monday, September 8, 2025, 5:30 p.m.

Web Page: www.tiptoniowa.org

Posted: Friday, September 5, 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

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

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Agenda Additions/Agenda Approval
- E. 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. 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, August 25, 2025
- 2. Approval Investment and Treasurer's Reports, July 2025
- 3. Approval South-South Spruce Street Improvements Pay App No. 1 and Change Order No. 1
- 4. Approval Homecoming Parade Route, September 17th, 6:00 p.m.
- 5. Approval Updated VFW Color Run Route, September 27th

- 6. Approval Trunk or Treat and Car Show, Sunday, October 26th, 1:00-3:00 p.m., with street closure on 5th Street from Cedar to Meridian, Meridian Street from 5th to 4th, and parking lot between 5th and the Courthouse.
- 7. Approval Designate Trick or Treat on Friday, October 31st from 5:00-7:00 p.m. and Hardacre Board request to close 5th Street from Cedar to Meridian on October 31st at 6:00 p.m. to show an outdoor movie.
- 8. Approval New totes for garbage and recycling.
- 9. Approval Protective landscape barrier put around new switchgear.
- 10. Approval Selling of 2015 F-150 pickup in electric department.
- 11. Approval Claims Register which includes claims paid under the current Purchase Policy

G. City Business

- 1. Ordinance No. 596: An ordinance amending Chapter 110 Gas Utility, Section 110.07 of the City Code of Ordinances (*Final Reading*)
- 2. Resolution No. 090825A: Resolution approving and accepting voluntary annexation of city owned property.
- 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
- 4. Discussion and possible action concerning the hiring process for the city manager position.
- 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.
- 6. Discussion and potential action following the closed session.

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

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

I. Adjournment

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

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

August 25, 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 Goerdt called the meeting to order. Upon roll being called the following named council members were present: Paustian, Koob, Cummins, and Helm. Absent: Johnston. Also present: Wagner, Lenz, DuFour, Walsh, B. Brennan, Ratliff, Beck, Smith, Terry Goerdt, other visitors, and the press.

Agenda:

Motion by Paustian, second by Helm to approve the agenda with directing Library Director Smith to check into cost reducing of the maintenance agreement with Total Maintenance (Item No. 4 under Consent Agenda). Following the roll call vote the motion passed unanimously.

Consent Agenda:

Motion by Cummins, second by Helm to approve the consent agenda which includes August 11th Council Meeting Minutes, July 22nd Library Minutes, July 2025 Library Director's Report, August 14th Planning and Zoning Minutes, One-time water and sewer exemption for 116 Elizabeth Drive, Water Plant controls purchase, purchase of diesel engine diagnostic tool, tanker of power plant fuel, Chamber request to decorate library lawn for Scarecrow Fest, inflatable fire education house with grant award, and the following claims list. Following the roll call vote the motion passed unanimously.

424 WARNING SYSTEMS LLC	SUPPLIES	336.00
ACCESS SYSTEMS LEASING	COPIER AGREEMENT	1613.52
AFLAC	AFLAC AFTER TAX PY W/HOLDING	584.78
ALBAUGH PHC INC	OPERATING SUPPLIES	20.00
ASCENDANCE TRUCK CENTERS	REPAIR PARTS	45.14
AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	1248.74
AXA EQUI-VEST PROCESSING	DEF. COMP PRETAX	250.00
BAKER & TAYLOR	BOOKS	361.53
BLUE CROSS/BLUE SHIELD	BCBS HEALTH INSURANCE	33900.61
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	428.56
CEDAR COUNTY COOP	FUEL, OIL, SUPPLIES	27134.69
CEDAR COUNTY ENGINEER	DSL	1998.61
CINTAS	UNIFORMS	1164.14
CINTAS CORPORATION	FIRST AID SUPPLIES	160.94
CITY OF TIPTON	MISC. EMPLOYEE REIMBURSEMENTS	275.00
CITY UTILITIES	CITY UTILITIES	7163.12
COLLECTION SERVICES CENTER	CHILD SUPPORT	59.52
EASTERN IOWA LIGHT & POWER	UTILITIES	1272.15
ERIC STORJOHANN	2 BURIALS	1250.00
FLETCHER-REINHARDT CO.	UNDERGROUND SUPPLIES	556.81
FOSTER COACH SALES INC.	REPAIR PARTS	45.65
FOSTERS KRAUS	EQUIPMENT MAINT REPAIRS	1408.99
GRAINGER	PARTS	68.60
GRASSHOPPER LAWN CARE	CONTRACT PAY 0716-0815	3083.33
H & H AUTO	TIRE REPAIR	24.00
HAWKINS INC	CHEMICALS	660.38

I.R.S.	FEDERAL WITHHOLDING	28970.64
IPERS	IPERS WITHHOLDING	17216.31
JOHN DEERE FINANCIAL	SUPPLIES	821.09
JOHNSON COUNTY AMBULANCE	ALS SERVICE	800.00
KILBURG EQUIPMENT LLC	REPAIR PARTS	3549.90
KNO2 LLC	ANNUAL LICENSE	1027.20
LINDA BECK	MILEAGE	50.12
LL PELLING CO INC	SEAL COTE ON PLUM 5TH TO 7TH	5025.70
LYNCH DALLAS PC	LEGAL SERVICES	5011.00
MIDWEST WHEEL COMPANIES	REPAIR PARTS	286.95
MISC. VENDOR	MISC VENDORS	5160.80
NAPA AUTO PARTS	SUPPLIES AND PARTS	583.12
O'ROURKE MOTORS INC	REPAIR PARTS	236.20
OFFICE MACHINE CONSULTANTS	TECH SERVICES	65.00
PRINCIPAL	PRINCIPAL DENTAL POLICY	2434.29
QUADIENT LEASING USA INC	POSTAGE MACHINE LEASE	969.84
REPUBLIC SERVICES OF IOWA	RECYCLING SORT FEES	1413.85
SADLER POWER TRAIN	REPAIR PARTS	20.92
SCHUMACHER ELEVATOR COMPANY	MONTHLY MAINTENANCE	262.15
SHERMCO INDUSTRIES INC	GRID RESILIENCY	4502.00
SHOTTENKIRK	REPAIR PARTS	9.80
SPAHN & ROSE LUMBER CO	SUPPLIES	521.33
STATE HYGIENIC LABORATORY	TESTING	686.50
STUART C IRBY CO	STREET LIGHTS, CIRCUIT SWITCHER, SUPPLIES	22127.60
T & M CLOTHING	WORK SHIRTS, VB SHIRTS	723.00
TEST INC	WASTEWATER TESTING	2167.00
TIPTON CONSERVATIVE	4TH OF JULY	327.60
TIPTON PHARMACY	PHARMACEUTICALS	518.44
TOTAL MAINTENANCE INC	MONTHLY SERVICE - 6 MONTHS	3326.00
TREASURER, STATE OF IOWA	STATE WITHOLDING	3088.43
TRUCK COUNTRY OF CEDAR RAPIDS	REPAIR PARTS	2430.81
VERIZON	POLICE TOUGHBOOKS	80.02
VESTIS	BLDG MAINT SUPPLIES	546.00
WENDLING QUARRIES INC	17.14 TN WASHED CHIPS	321.38
WINDSTREAM	MONTHLY SERVICES	97.64
** TOTAL **		200493.44
FUND TOTALS		
001 GENERAL GOVERNMENT		47390.85
110 ROAD USE TAX FUND		5750.39
160 ECONOMIC/INDUSTRIAL DEV		5000.00
600 WATER OPERATING		4391.23
610 WASTEWATER/AKA SEWER REV		8179.37
630 ELECTRIC OPERATING		64800.92

640	GAS OPERATING	4664.68
660	AIRPORT OPERATING	115.21
670	GARBAGE COLLECTION	5095.74
740	STORM WATER	252.37
810	CENTRAL GARAGE	11954.24
835	ADMINISTRATIVE SERVICES	8762.51
860	PAYROLL ACCOUNT	34135.93
GRAI	ND TOTAL	200493.44

Public Hearing

1. Public hearing on proposed amendments to Chapter 166 of the city code creating a Public Use Zoning District and amending other provisions related thereto.

Motion by Cummins, second by Paustian to open the public hearing at 5:42 p.m. Following the roll call vote the motion passed unanimously.

With no written or oral objections, a motion was made by Paustian, second by Koob to close the public hearing at 5:44 p.m. Following the roll call vote the motion passed unanimously.

City Business

- 1. Stormwater project option for the area between East South Street and South Hwy 38 Motion by Paustian, second by Helm to authorize staff to investigate or pursue the Schwarz tiling options. Following the roll call vote the motion passed unanimously.
- 2. Stormwater project options for the Solar Array Project change order.

 Motion by Helm, second by Koob to approve going with Option 3 in the amount of \$43,150. Following the roll call vote the motion passed unanimously.
- 3. Ordinance No. 596: An ordinance amending Chapter 110 Gas Utility, Section 110.07 of the City Code of Ordinances

Motion by Paustian, second by Cummins to approve the second 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.

4. Ordinance No. 597: An ordinance to amend certain provisions of the City of Tipton Code of Ordinances related to zoning regulations.

Motion by Cummins, second by Helm to approve the first reading. Following the roll call vote the motion passed unanimously.

Motion by Paustian, second by Cummins to approve suspending the rules and approving the second and third readings. Following the roll call vote the motion passed unanimously.

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

Motion by Helm, second by Paustian to approve the third and final reading. Following the roll call vote the motion passed unanimously.

5. Resolution No. 082525C: Resolution approving application for Urban Revitalization Tax Exemption filed by Tipton Investment Partners, LLC, located at 411 East South Street

Motion by Paustian, second by Cummins to approve Resolution No. 082525C, the resolution approving application for Urban Revitalization Tax Exemption filed by Tipton Investment Partners, LLC, located at 411 East South Street. 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 Paustian, second by Cummins. Following the roll call vote the motion passed unanimously.

Meeting adjourned at 6:33 p.m.

Mayor		

Attest:_____
City Clerk

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Interest	Earned					353.84					2211.18						2565.02
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-	Cashed																
Proved Western	rund Iotai		\$337,190.07	\$149,211.42	\$90,820.82	\$14,865.50	\$115,308.66	\$243,588.82		\$371,241.10	\$159,330.35	\$184,439.54	\$11,731.41	\$11,731.41		\$1,689,459.10	
, and a	\$128,080.03	\$82,297.38	\$126,812.66	\$114,498.27 \$34,713.15	\$90,820.82	\$14,865.50	\$115,308.66	\$243,588.82	\$122,062.92 \$122,748.27 \$126,429.91		\$92,896.07 \$66,434.28	\$184,439.54	\$11,731.41	\$11,731.41		\$1,689,459.10	
9	04/03/26	10/28/25	10/28/25	05/28/26	05/28/26	07/18/26	04/03/26	09/27/25	02/07/26 09/27/25 04/09/26		07/18/26	05/28/26	10/28/25	10/28/25			
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Time	12 mos.	12 mos.	12 mos.	12 mos. 11 mos.	12 mos.	12 mos.	12 mos.	12 mos.	12 mos. 12 mos. 11 mos.		12 mos. 11 mos.	12 mos.	12 mos.	12 mos.			
Purchased	09/04/16	10/10/16	10/10/17	09/04/16 10/02/16	03/27/16	03/27/16	09/04/16	11/06/16	06/19/16 11/06/16 12/16/16		08/12/16	09/02/17	10/09/17	10/09/17			
Fund Number and Name	001-660 Ambulance Trust	001-687 Unemployment Trust	001 City Reserve Fund	110 Road Use Tax 110 Road Use Tax	125 TIF	160 Economic Development	500 Cemetery Trust	610 Wastewater/Sewer Operating	630 Electric Operating 630 Electric Operating 630 Electric Operating		633 Electric Reserve 633 Electric Reserve	634 Electric Bond & Interest	641 Gas D.E.I.	950 Electric Meter Deposit		Investments Total	
Cert. Number	X1363	6801146	6801147	6802087 6802102	6802085	6802180	X1364	12238	28387 12237 6802101		6802179 6802103	6802084	6801144	6801145			
Bank	Fidelity Bank & Trust	Fidelity Bank & Trust	Fidelity Bank & Trust	Fidelity Bank & Trust Fidelity Bank & Trust	Fidelity Bank & Trust	Fidelity Bank & Trust	Fidelity Bank & Trust	Liberty Trust & Savings	Citizens Bank Liberty Trust & Savings Fidelity Bank & Trust		Fidelity Bank & Trust Fidelity Bank & Trust	Fidelity Bank & Trust	Fidelity Bank & Trust	Fidelity Bank & Trust			

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

		REVENUES	CHANGE	EXPENSES	CHANGE	CASH	INVESTMENTS	WITH
	BALANCE					BALANCE		INVESTMENTS
001-GENERAL GOVERNMENT	468,538.69	272,480.65	0	321,209.92	0	419,809.42	337,190.07	756,999.49
110-ROAD USE TAX FUND	475,429.58	34,449.07	0	20,498.04	0	489,380.61	149,211.42	638,592.03
112-TRUST AND AGENCY FUND	52,498.72	3,409.12	0	48,441.75	0	7,466.09	0	7,466.09
119-Emergency Fund	5,698.22	0	0	0	0	5,698.22	0	5,698.22
121-LOCAL OPTION TAX	246,851.90	41,584.97	0	28,683.80	0	259,753.07	0	259,753.07
125-TIF SPECIAL REVENUE FUND	-65,415.87	2,453.02	0	22,022.62	0	-84,985.47	90,820.82	5,835.35
160-ECONOMIC/INDUSTRIAL DEVEL	553,612.49	17,580.43	0	173.44	0	571,019.48	14,865.50	585,884.98
168-AQUATIC CENTER CAMPAIGN F	-576,279.12	0	0	0	0	-576,279.12	0	-576,279.12
189-LIBRARY TRUST FUND	24,871.14	60.7	0	3,651.23	0	21,280.61	0	21,280.61
190-P S SHARE FUND	53,285.61	229.12	0		0	53,514.73		53,514.73
192-FIRE ENTERPRISE TRUST	303,150.41	20,230.98	0	5,369.75	0	318,011.64	0	318,011.64
202-ELECTRIC REVENUE BONDS	529.39	15,135.40	0	0	0	15,664.79		15,664.79
203-06 ELECTRIC SUBSTATION RE	536,893.47		0	0	0	556,338.47		556,338.47
208-WW/SEWER REVENUE BOND SIN	142,574.50	48,135.15	0	0	0	190,709.65	0	190,709.65
222-GO BOND 2015 DEBT SERVICE	93,661.75	4,588.81	0	0	0	98,250.56	0	98,250.56
224-GO BOND DEBT SERVICE	1,983.94	907.65	0	0	0	2,891.59	0	2,891.59
226-GO BOND SERIES 2021	39,227.50	6,532.09	0	009	0	45,159.59	0	45,159.59
228-GO BOND SERIES 2023	290,958.19	25,249.65	0	0	0	316,207.84		316,207.84
317-GO CP 2023	-204,079.43	0	0	10,002.25	0	-214,081.68	0	1
319-INDUSTRIAL FEEDER PROJECT	246,805.40	0	0	0	0	246,805.40		
320-ELECTRIC SOLAR PROJECT	0	0	0	334,575.00	0	-334,575.00	0	
500-CEMETERY TRUST FUND	15,600.00	0	0		0	15,600.00	115,308.66	1
600-WATER OPERATING	1,029,979.77	61,239.15	0	136,619.26	0	954,599.66	-	954,599.66
610-WASTEWATER/AKA SEWER REVE	245,646.43	92,469.85	0	82,557.01	0	255,559.27		499,148.09
630-ELECTRIC OPERATING	-159,746.50	455,364.84	200	505,021.70	0	-209,603.36	437,675.38	228,072.02
631-ELECTRIC DEVELOPMENT	9,387.94	11.26	0	0	0	9,399.20	0 0	9,399.20
632-ELECTRIC RENEWAL/REPLACEM	409,865.86	491.71	0	0	0	410,357.57	0	410,357.57
633-ELECTRIC RESERVE	363,723.30	2,650.19	0	0	0	366,373.49		
634-ELECTRIC BOND/INT RESERVE	120,488.40	144.55	0		0	120,632.95	184,439.54	
640-GAS OPERATING	529,640.04	52,188.51	0	73,646.69	0	508,181.86		2
641-GAS D.E.I.	5,809.11	6.97	0		0	5,816.08	11,731.41	17,547.49
660-AIRPORT OPERATING	-6,224.02	9,499.42	0		0	1,986.91		1,986.91
670-GARBAGE COLLECTION	111,718.42	52,406.53	0	55,436.71	0	108,688.24		
740-STORM WATER	229,706.02	9,214.75	0	7,209.87	0	231,710.90		2
810-CENTRAL GARAGE	74,065.93	44,262.74	0	62,586.85	0	55,741.82		55,741.82
820-PSF HEALTH INSURANCE	70,654.60	1,104.41	0	3,419.67	0	68,339.34	0	68,339.34
835-ADMINISTRATIVE SERVICES	186,931.94	43,856.85	0	72,517.48	0	158,271.31		16
860-PAYROLL ACCOUNT	1,269.72	0	0		3,122.59	4,392.31	0	
950-ELECTRIC METER DEPOSITS	590.71	1,876.24	0	1,435.00	0	1,031.95	11,731.41	-
951-WATER METER DEPOSITS	1,996.68	422.19	0	0 590		1,828.87	0 2	
952-GAS METER DEPOSITS	10.213.31	1,037.46	0	1 855	0	10,395.77	1/	10,395.77

5,942,084.14	-6,932.10	646,284.12	0.00	2,762.61	6,584,198.77
Ending Cash Bal	O/S Deposits	O/S Checks	CC Cleared	CC Outstanding	Bank Balance



GARDEN & ASSOCIATES, LTD

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577
Phone: 641.672.2091

September 3, 2025

City of Tipton Attn: Brian Wagner 407 Lynn Street Tipton, IA 52772

Re: South-South Spruce Street Improvements – Pay App #1 and Change Order #1

Tipton, Iowa G&A 5025020

Dear Brian:

Enclosed are three (3) sets of the Pay Application #1 and Change Order #1. Each one needs the mayor's signature after the council approves both documents. Keep one of the pay applications and change orders and then return the remaining copies to Garden & Associates. We will distribute the signed documents to the contractor.

Change Order #1 is being issued due to a severe failure with the subgrade. The subgrade failure was successfully identified during the proof roll test. If no corrective action was taken, then the pavement would have failed within the first year or two. The contractor was able to core out 12" of the subgrade, install a stabilizing geogrid fabric, 12" of large macadam stone, and then a second layer of geogrid fabric. Typically, only one layer of geogrid fabric is needed but the macadam was still showing signs of displacement. The proof roll did pass after this additional reinforcement was added to the subbase layers.

If you have any questions, please contact me at 641-672-2526.

Sincerely,

GARDEN & ASSOCIATES, LTD.

Rick Teed, P.E.

Enc: Pay Application #1 (3 copies)

Change Order #1



Date of Issuance: 8/25/2025	Effective Date: 9/8/2025
Date of Issuance: 0/20/2020	
Owner: City of Tipton, Iowa	Owner's Contract No.:
Owner: City of Tipton, Iowa Contractor: Eastern Iowa Excavating & Concrete	Contractor's Project No.:
Engineer: Garden & Associates, Ltd.	Engineer's Project No.: 5025020
Project: South-South Spruce Street Improvements	Contract Name:
The Contract is modified as follows upon execution of this	
Description: Core out 12" of the subgrade 140 feet in lengt geotextile stabilization fabric and 12" of macadam and the fabric. Attachments: Eastern Iowa Excavating & Concrete quantit	n an additional 50 feet of geotextile stabilization
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
	[note changes in Milestones if applicable]
Original Contract Price:	Original Contract Times:
	Substantial Completion:
\$ <u>212,289.35</u>	Ready for Final Payment:
	days or dates
[Increase] [Decrease] from previously approved Change	[Increase] [Decrease] from-previously approved Change
Orders No to No:	Orders-No to No: Substantial Completion:
Å	Ready for Final Payment:
\$	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
Contract Price prior to this change order.	Substantial Completion:
\$ 212,289.35	Ready for Final Payment:
T	days or dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
	Substantial Completion:
\$ 17,718.50	Ready for Final Payment:
	days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial Completion:
\$ 230,007.90	Ready for Final Payment:days or dates
DECOMMENDED: ACCI	EPTED: ACCEPTED:
	By:
	ithorized Signature) Contractor (Authorized Signature)
weight	Title Das as by Manager
111101	Date 9.3.3035
Date: 9/3/2025 Date	
Approved by Funding Agency (if	
applicable)	Deter
Ву:	Date:
Title:	
	A. I.
EJCDC" C-941, Cha Prepared and published 2013 by the Engineer	
Page 1 o	



QUOTATION

TO: CITY OF TIPTON

Date:

8/28/2025

RE:

TIPTON, IOWA, SOUTH SPRUCE ST IMPROVEMENTS OVER EXCAVATION CHANGE ORDER #1

Bid Date: Monday, August 25, 2025

We are pleased to offer the following quotation:

ITEM	DESCRIPTION	QTY	UNITS	UNI	T PRICE	EXTENSI	ON
1 2	EXCAVATION, 12" GEO-GRID	467 651	SY SY	\$	33.55 3.15 -	\$15,667. 2,050	85 .65 -
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	Contractor's Application for Payment No.	Payment No.	1	
	Application 8/4/2025 - 9/3/2025 Period:	Application Date:	9/8/2025	
To City of Tipton, Iowa	From (Contractor): Bastern Iowa Excavating & Concrete, LLC	Via (Engineer):	Garden & Associats	
Project: South-South Spruce Street Improvements	Contract: South-South Spruce Street Improvements			
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:	5025020	

\$212,289.35 \$230,007.85 \$174,830.35 \$169,585.44 \$17,718.50 \$5,244.91 \$5,244.91 69 <u>ده</u> 69 69 Original Contract Time: Added by Change Order: Contract Time To Date: Working Days Used to Date: Working Days Remaining: 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).. \$174,830.35 Work Completed.. Stored Material. 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)... c. Total Retainage (Line 5.a + Line 5.b)... 4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)... Current Contract Price (Line 1 ± 2).... 1. ORIGINAL CONTRACT PRICE. 2. Net change by Change Orders Contract Working Day Summary: a. 3% X 5. RETAINAGE: **p**. Deductions Application For Payment Change Order Summary \$17,718.50 \$17,718.50 Additions TOTALS Approved Change Orders Number

169,585.44	(Line 8 or other - attach explanation of the other amount)	ed by: (Engineer) 9/3/20	\$ 169,585.44	(Line 8 or other - attach explanation of the other amount)		(Owner) (Date	
Pavment of:		is recommended by:	Payment of:		is approved by:		
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following:	(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with	the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner Liens, security interests).	indemnitying Owner against any such Liens, security interest, or encurior ances), and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	THE IS THE CASCALLY			Contractor Signature By: Date: 9-3-25

9/3/2025

(Date)

(Date)

\$169,585.44

\$42,703.91

(Column G total on Progress Estimates + Line 5.c above)...

9. BALANCE TO FINISH, PLUS RETAINAGE 8. AMOUNT DUE THIS APPLICATION.....

\$17,718.50

NET CHANGE BY CHANGE ORDERS

Contractor's Application

Progress Estimate - Unit Price Work

For (Contract):	South-South Sprace Street Improvements							Application Number			
Application Period:									-		
Application retion	. 8/4/2025 - 9/3/2025							Application Date:	9/8/2025		
	¥				В	၁	Q	E			
	Item		Cont	Contract Information							
Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D+E)	% (F / B)	Balance to Finish (B - F)
-	Excavation, Class 10	1,430	CY	\$11.35	\$16,230.50	936	\$10,623.60		09 809 013	705 59	00 202 20
2	Subgrade Preparation, 6" Thick (Soil-Aggregate)	2,430	SY	\$1.55	\$3,766.50	2430	\$3,766.50		\$3.766.50	100 0%	06.000,00
e .	Subbase, Granular, 6" Thick	2,430	SY	\$8.55	\$20,776.50	2430	\$20,776.50		\$20,776.50	100.0%	
4	Trench Compaction Testing	-	LS	\$1,685.00	\$1,685.00						\$1.685.00
0	Storm Sewer, Trenched, 12", RCP	160	ä	\$59.25	\$9,480.00	160	\$9,480.00		\$9,480.00	100.0%	
0 17	Storm Sewer, Trenched, 15", RCP	160	ť	\$67.25	\$10,760.00	160	\$10,760.00		\$10,760.00	100.0%	
, 0	Removal of Storm Sewer, All Types, <18" Dia.	315	LF	\$7.25	\$2,283.75	315	\$2,283.75		\$2,283.75	100.0%	
0 0	Pipe Apron, 15", RCP	1	EA	\$2,255.00	\$2,255.00	-	\$2,255.00		\$2,255.00	100.0%	
y 2	Area Intake, SW-512, Case 1, 24" Riser	2	EA	\$1,880.00	\$3,760.00	2	\$3,760.00		\$3,760.00	100.0%	
OI II	Manhole Adjustment, Major	_	EA	\$2,550.00	\$2,550.00	1	\$2,550.00		\$2,550.00	100.0%	
11 5	Pavement, PCC, 7" Thick, C-3 or C-4	1,950	SY	\$50.50	\$98,475.00	1950	\$98,475.00		\$98,475.00	100.0%	
71	PCC Pavement Samples and Testing	-	LS	\$1,085.00	\$1,085.00						\$1,085.00
13	Driveway, Paved, PCC, 7" Thick	241	SY	\$64.35	\$15,508.35						\$15,508.35
14	Driveway, Granular (Class 'A' Crushed Stone, IDOT Gradation No. 11)	75	TON	\$29.25	\$2,193.75						\$2,193.75
15	Granular Shoulders (Class 'A' Crushed Stone, IDOT Gradation No. 11)	160	TON	\$38.00	\$6,080.00						\$6,080.00
16	Temporary Traffic Control	_	LS	\$2.200.00	\$2,200.00	0.5	\$1,100.00		\$1,100.00	%0.05	\$1 100 00
17	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	-	LS	\$4,200.00	\$4,200.00						\$4,200.00
18	Mobilization	1	LS	\$9,000.00	\$9,000.00	-	\$9,000.00		\$9,000.00	100.0%	
										+	
										T	
	Totals				\$212,289.35		\$174,830.35		\$174,830.35	82.4%	\$37,459.00

2025 Homecoming Parade Route When: Wednesday, September 17th, 6:00 p.m.



ROUTE:

Start in front of the HS. Go to Cedar St. and turn Right. Go Up to E 10th St and turn right. Go to Plum St and turn right then turn left into City Park

AGENDA ITEM

AGENDA INFORMATION

TIPTON CITY COUNCIL COMMUNICATION

DATE:

9/8/2025

AGENDA ITEM:

Updated VFW Color Run Route

ACTION:

Motion to approve, deny or table

SYNOPSIS: Travis Simmons with VFW Post 2537 had their Color Run route approved by the city council on August 11, 2025. However, they have added streets to their run and request council's approval. Color Run is slated for September 27th.

Chief DuFour has approved their additional street request.

BUDGET ITEM: None

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

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

ATTACHMENTS: Updated Color Run Route

DATE PREPARED: 8/26/2025

Request To Be Placed on the Council Agenda

Requests must be made prior to 12 p.m. Wednesday preceding Council Meetings. Name: Travis Simmons Cedar County fost 2537 Auxiliary Secretary Address: 401 Lemon St Tipton Oa 5272 Phone: Email address: Reason for request, please be specific. We are requesting for our color run to close Lemon St 2:30 pm to 4pm which is already approved. We would like to have the run go South on Lemon, East on 3rd, North on Lynn West on 5th 5t back to heman st with finish line at the VFW fost. We will have staff at the intersections to help runner + traffic. Thanks for your time Date of Council Meeting: Today's date and time: 8/25/25 1900 hrs Signature: Train Summin Codar County Post 2537 Rux bary Secretary.

S:\LF Shared Docs\Forms

AGENDA ITEM

AGENDA INFORMATION

TIPTON CITY COUNCIL COMMUNICATION

DATE:

9/8/2025

AGENDA ITEM:

Trunk or Treat Event and Car Show

ACTION:

Motion to approve, deny or table.

SYNOPSIS: Tipton's Annual Trunk or Treat is scheduled for Sunday, October 26th from 1-3:00 p.m. and this year we're adding Rodney Ohrt who is planning a car show for a Hardacre Fundraiser during this time. I'd like to request Trunk or Treat and the car show be downtown. The streets will be closed at noon to get all the participants in place.

Requesting the following:

- 1. Block of 5th Street from Cedar to Meridian for Trunk or Treat
- 2. Block Meridian Street from 5th Street to 4th Street for car show
- 3. Block parking lot (city side between 5th Street and the Courthouse for food trucks
- 4. Use city barricades to block streets for safety
- 5. Participation from city departments in decorating a city vehicle(s) and assistance from employees wishing to help with this activity.

BUDGET ITEM: None

RESPONSIBLE DEPARTMENT:

Economic Development - Linda Beck

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

ATTACHMENTS: None

PREPARED BY: Linda Beck

DATE PREPARED: 9/3/2025

AGENDA ITEM AGENDA INFORMATION

TIPTON CITY COUNCIL COMMUNICATION

DATE:

9/8/2025

AGENDA ITEM:

Designate Trick or Treat date/time and Hardacre request to show an

ACTION:

outdoor movie on Halloween night

Motion to approve, deny or table.

SYNOPSIS:

Requesting the following:

1. City Council to designate Trick or Treat on Friday, October 31st from 5 - 7 pm.

2. Hardacre board has requested to block off 5th Street from Cedar Street to Meridian Street on October 31st at 6 pm to show an outdoor movie starting 7 pm.

3. Hardacre board requests using the city's barricades.

BUDGET ITEM: None

RESPONSIBLE DEPARTMENT: Economic Development - Linda Beck

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

ATTACHMENTS: None

PREPARED BY: Linda Beck DATE PREPARED: 9/3/2025

City Of Tipton

Memo

To:

City Council, Mayor Goerdt

From:

Steve Nash, Public Works

CC:

Brian Wagner, City Manager & Melissa Armstrong

Date:

9-4-25

Re:

New totes for Garbage and Recycle

We have a quote from Cascade Engineering for additional replacement totes for Garbage and Recycling. These containers are typically expected to last 10 to 15 years. We have been ordering a few new ones every 2 or 3 years. The funding has accumulated in the CIP on every other year basis. Currently we have \$5000 set aside for this purchase. In the future we will have to increase our CIP amounts, as the containers and freight have gone up in price.

We are currently out of 64 gal Garbage and Recycling Totes.



QUOTE

Cooperative Agreements

1

H-GAC Contract #RC01-21

MassDEP Contract #FAC113

Sourcewell Contract #120324-CEI
formerly NJPA

Date: August 22, 2025

4950 37th Street SE, Grand Rapids, MI 49512

QUOTE PREPARED FOR:	SHIP TO:		
City of Tipton , lowa Steve Nash, Director of Public Works 124 W. SOUTH ST	City of Tipton Ship to: Tipton, IA		
TIPTON, IA 52772 CUSTOMER# MU50181			
MEM DESCRIPTION	QUANTITY	LINET PRICE	EXTENDED PRICE
Part# 6490954 CART 64 BLK/TIPTON/LID BLK S	70	\$48.31	\$3,381.70
CART 64 BLU MED/ TIPTON	40	\$48.31	\$1,932.40
10" Snap-On Wheel Assembly 5/8 axle bore (injection molded)	50	\$3.60	\$180.00
		Total	\$5,494.10
Freight Sales Tax (if applicable)	1	\$550.00 \$0.00	\$550.00 \$0.00
Total	and the second second	φο.σσ	\$6,044.10
ADDITIONAL INFORMATION			
1-Load Quoted to Tipton, IA			
Leadtime: 4-Weeks			
Payment Terms: Net 30 Days Warranty: 10 year non-prorated			
Quote Valid Until:	September 22, 2025		.a. 1
Taxes: Taxes are not shown. All applicable taxes to be paid by buye	NAME OF TAXABLE PARTY OF TAXABLE PARTY.	n certificate is provide	20
Jason Johnson, National Municipal Sales Manager	ACCEPTED BY:		
Cascade Engineering, Inc.			
5175 36th Street SE Grand Rapids, MI 49512	Sign and Print Name		Date
Phone: 262.893.9156 Email: jason.johnson@cascadeng.com	Title		Phone
Please return signed acceptance to Jason Johnson at the em <u>Cascade Engineering Term</u>			pon request.

AGENDA ITEM

AGENDA INFORMATION TIPTON CITY COUNCIL COMMUNICATION

DATE:

9/8/2025

AGENDA ITEM: Landscaping

ACTION: Discussion and/or Approval

SYNOPSIS: With the new switchgear at the corner of Albaugh's Plumbing and Heating, it has been discussed about having a barrier put around this equipment. This corner has been used in the past for their snow piles. This piece of equipment can't be buried under snow, so I am looking at having a landscaper build a barrier between 32"-40" tall in an L shape and provide a weed cloth and 1" rock around equipment to help eliminate snow being piled on top of the equipment and grass/weeds between barrier and equipment.

I have acquired 3 quotes from local area landscapers.

Brennan Dirtwork \$3236.75 Raptor Turf Landscaping \$3359.80 RVM Landscaping \$2734.50

I'd like to move forward with RVM for \$2734.50

BUDGET ITEM: Yes

RESPONSIBLE DEPARTMENT: Electric

MAYOR/COUNCIL ACTION: Discussion and Possible Approval

ATTACHMENTS: Yes

PREPARED BY: Jon Walsh DATE PREPARED: 9/4/2025.



Brennan Dirtwork LLC

1450 Indian Ave Tipton, IA 52772 <u>Brennanearthworx@gmail.com</u> 563-886-4734



Estimate

Estimate #1046

PREPARED FOR

John W. City of Tipton

Address: 407 Lynn St. Tipton, IA

PREPARED DATE Aug. 21, 2025

EXP. DATE Sept. 21, 2025

Description: Snow Barrier/Wall	TOTAL
Materials: 12 -2'x2'x4' Concrete Decorative Block 6 Ton 2" Roadstone For Base Fabric Paper 10 Ton 1" Clean Rock For Backfill	\$1,705
Time/Labor: 3 Laborors 8 Hrs Excavator	\$ 1,320

Notes: Blocks will be set on 6" of compacted sub base which will be 2" roadstone. The area between the wall and the transformer will be covered in fabric with 3" of 1" clean rock on top of that.

Tax: \$211.75

Total: \$3,236.75

Late payments are subject to a fee of \$15 charged every 30 days after the missed payment deadline.

Thank You For Your Business We Look Forward To Serving You In The Future!!

Please make checks payable to: Brennan Dirtworks LLC



Address: 1450 Indian Ave Tipton, IA 52772

Turkez Karan

AGREED AND ACCEPTED:



Raptor Turf Landscaping

RECIPIENT:

City Of Tipton

Tipton, Iowa 52772

Quote #373	
Sent on	Sep 01, 2025
Total	\$3,359.80

Product/Service Description	Oly.	Unit Price	Total
Block/caps/adhesive	1	\$550.00	\$550.00
Bullet edgers	1	\$120.00	\$120.00
Base Material	1	\$120.00	\$120.00
Labor	1	\$2,000.00	\$2,000.00
River rock	1	\$350.00	\$350.00

Subtotal

Iowa (7.0%)

Total

\$3,140.00 \$219.80 \$3,359.80

Scope of work:

1. Remove sod from around electric box

2. Install small garden wall in front that will transition to bullet edgers.

3. Install weed fabric and river rock

Here is a Loom video link that goes over install: https://www.loom.com/share/1bc9339c76aa43fd9cb36fe9dae0e492?sid=dcc3802d-36ff-4de6-bc39-3c88f2b184ff

Thank you for your time and if you have any questions, feel free to call or text 563-241-8462 anytime

This quote is valid for the next 10 days, after which values may be subject to change.



RVM LANDSCAPING 125 Hwy 38 STANWOOD IA 52337 PHONE: 563-357-0047

City of Tipton Electrical Dept. C/O John Walsh 407 Lynn Street Tipton, IA 52772

Ph# 319-886-4677 jwalsh@tiptoniowa.org Estimate Date: 9/3/25

Location: Corner of Sycamore Street and South Street Bunker wall 32" high

Project: Construct a Bunker wall to protect the transformer from damage during snow removal. The wall will be constructed using Decorative Bunker wall block and cap. The wall block measures 2'x2'x4' and the cap measure 1'x2'x4'the wall will placed on the north and west sides of the transformer. The wall will be approximately 32" high, one block and one cap. The wall will be 12' long on the north side of the transformer and 12 on the west side of the transformer, the wall will be approximately spaced 4' away from the transformer on the north side and approximately 8' away on the west side, allowing room for maintenance. The area between the wall and the transformer will have poly weed barrier put down and River Rock placed over top to make a maintenance free area. Gray bullet edging and river rock will be placed around the east and south sides of the transformer to make a small landscape bed to make mowing easier.

<u>QTY</u>	Description		Price
5 4 2 3ton 30' 2.5ton	Decorative Bunker block Decorative caps ½ Cap base rock Grey Bullet edging River Rock and poly weed bar Labor and installation	rier	321.00 214.00 107.00 45.00 60.00 187.50 1800.00
	Total amount due amount receipt	Sub Total Tax Total	2734.50 na \$2,734.50
	Total amount due amount receipt	Thanks	φ <u>μ</u> ,134.30
		Rod Von Mu 563-357-004	

AGENDA ITEM

AGENDA INFORMATION TIPTON CITY COUNCIL COMMUNICATION

DATE: 9/8/2025

AGENDA ITEM: Selling of F-150 pickup

ACTION: Discussion and/or Approval

SYNOPSIS: I am looking for the council's approval for the sale of the 2015 F-150 pickup. I am looking at posting the sale of this truck in the paper and then posting a sign in the truck and having the truck sit in the lower yard. I'd like to set a reserve on this truck of \$12,000. This sale would then be used to purchase a utility body for another truck in my fleet, the Chevy 1-ton. I've had Klay reach out for quotes on a utility bed for this truck and am looking to make up any difference through a budget line in the future if needed.

BUDGET ITEM: No

RESPONSIBLE DEPARTMENT: Electric

MAYOR/COUNCIL ACTION: Discussion and Possible Approval

ATTACHMENTS: No

PREPARED BY: Jon Walsh DATE PREPARED: 9/5/2025.

PAGE:	
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09-05-2025 02:42 PM	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE DEPARTMENT	GENERAL GOVERNMENT	AT&T MOBILITY THE HARTFORD IPERS CITY OF TIPTON FUNDS CITY UTILITIES CITY OF TIPTON-REVOLVING CENTRAL GARAG	FICA WITHOLDING MEDICARE WITHOLDING MIRELESS LONG TERM DISABILITY PAYRO GTL VTL INSURANCE IPERS REGULAR EMPLOYEES IPERS REGULAR EMPLOYEES IPERS Admin Services Repay Admin Services PSF payment TRANSFERS City Hall vehicle/equipment charges	1,453.30 287.04 1.33 3.24 23.65 22.67 1.6.90 96.41 33.04 8,228.58 132.32 416.67 2,992.04 16,057.87
FIRE DEPARTMENT	GENERAL GOVERNMENT	MISC. VENDOR INFLATABLE ISLAND IPERS CITY OF TIPTON FUNDS CITY UTILITIES CITY OF TIPTON-REVOLVING CENTRAL GARAG	FICA WITHOLDING MEDICARE WITHOLDING INFLATABLE ISLAND:FIRE HOU IPERS WITHHOLDING, FIRE Repay Admin Services TRANSFERS CITY UTILITIES CITY UTILITIES Vehicle/equipment charges TOTAL:	44.32 10.38 7,078.00 57.27 1,718.99 416.67 723.74 57.13 1,059.91 11,166.41
AMBULANCE	GENERAL GOVERNMENT	AT&T MOBILITY THE HARTFORD IPERS CITY OF TIPTON FUNDS CITY UTILITIES CITY OF TIPTON-REVOLVING CENTRAL GARAG	FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MIRELESS LONG TERM DISABILITY PAYRO GTL VTL INSURANCE IPERS WITHHOLDING EMT Repay Admin Services PSF payment TRANSFERS CITY UTLITIES CITY UTLITIES CITY UTLITIES Vehicle/equipment charges	942.74 82.39 95.16 9.39 9.89 23.65 23.65 27.22 14.01 5,614.56 1,424.01 5,614.56 1,448.67 330.58 3,279.16
STREET DEPARTMENT	GENERAL GOVERNMENT	I.R.S. THE HARTFORD	FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING GOOG TERM DISABILITY PAYRO GIL_VIL INSURANCE	188.29 30.31 0.71 2.62 6.74 3.66 12.45 5.82

09-05-2025 02:42 PM	FITIND	CLAIMS REGISTER	PAGE:	2 AMOUNT
	TOND H	VENDOR NAME IPERS CITY OF TIPTON FUNDS	DESCRIFTION IPERS REGULAR EMPLOYEES Central Stores services pa PSF payment	296.61 2,381.25 148.32
		CITY UTILITIES CITY OF TIPTON-REVOLVING CENTRAL GARAG	TRANSFERS CITY UTILITIES vehicle/equipment charges TOTAL:	1,539.25 15.00 3,529.08 8,160.11
	GENERAL GOVERNMENT	MISC. VENDOR ETHAN GARNER CITY OF TIPTON FUNDS	ETHAN GARNER:SIDEWALK Central Stores services pa TOTAL:	500.00
	GENERAL GOVERNMENT	CITY OF TIPTON FUNDS	Central Stores services pa TOTAL:	162.11
	GENERAL GOVERNMENT	MISC. VENDOR FRY FUNERAL HOME ERIC STORJOHANN	FRY FUNERAL HOME: REFUNDOVE 2 BURIALS TOTAL:	50.00
ATIO	GENERAL ADMINISTRATION GENERAL GOVERNMENT	н. В. S.	FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING	170.50 12.40 0.15 0.52
		THE HARTFORD IPERS CITY OF TIPTON FUNDS CITY OF TIPTON-REVOLVING CENTRAL GARAG	MEDICARE WITHOLDING LONG TERM DISABILITY PAYRO GTL VTL INSURANCE IPERS REGULAR EMPLOYEES Central Stores services pa PSF payment vehicle/equipment charges	26.82 11.68 2.71 2.71 265.84 1,180.63 1,441.46
	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING A.ONG TERM DISABILITY PAYRO	300.61 64.94 2.47 2.89
		COPY SYSTEMS EMC INSURANCE MISC. VENDOR BETTENDORF PUBLIC LIBR IPERS RAY'S PLUMBING HEATING & AIR WINDSTREAM CITY OF TIPTON FUNDS		2,500.00 9.44 2,500.00 9.00 461.50 462.00 191.67 7.90 4,537.99
	GENERAL GOVERNMENT	I.R.S. THE HARTFORD	FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING LONG TERM DISABILITY PAYRO	59.76 0.41 11.66 1.90 0.68
		IPERS CITY OF TIPTON FUNDS	GTL VTL INSURANCE IPERS REGULAR EMPLOYEES Repay Admin Services	0.12 15.34 489.21

09-05-2025 02:42 PM		CLAIMS REGISTER	PAGE: 3	
DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITY UTILITIES	PSF payment	0.40
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	Vehicle/equipment charges TOTAL: 1,	69.72 977.60 1,819.28
RECREATION DEPARTMENT	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	74.50
		THE HARTFORD	MEDICARE WITHOLDING LONG TERM DISABILITY PAYRO	17.43
		IPERS CITY OF TIPTON FUNDS	GTL_VTL INSURANCE IPERS REGULAR EMPLOYEES Repay Admin Services	2.36 117.68 445.98
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	PSF payment vehicle/equipment charges TOTAL:	3.95 136.87 803.97
FAMILY AQUATIC CENTER	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	930.30
			MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING	38.22 177.63 1.69
		THE HARTFORD	LONG TERM DISABILITY PAYRO	11.75
		IPERS CITY OF TIPTON FUNDS	UKANCE AR EMPLOYEES Services	7.08 361.86 4,254.92
		CITY UTILITIES CITY OF TIPTON-REVOLVING CENTRAL GARAG	PSF payment CITY UTILITIES vehicle/equipment charges TOTAL: 13,	3.95 7,258.00 90.42 3,135.82
ECONOMIC DEVELOPMENT	GENERAL GOVERNMENT	I.R.S.		151.99
		THE HARTFORD	NG NG ITY PAYRO	32.00 3.55 10.55
		IPERS CITY OF TIPTON FUNDS CITY UTILITIES	GTL_VTL INSURANCE IPERS REGULAR EMPLOYEES PSF payment CITY UTILITIES TOTAL:	3.07 238.72 7.90 108.20 555.98
FINANCE & ADMINISTRATI	& ADMINISTRATI GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	24.64
		Travelle and the second		4.00 ' 2.00 ' 2.00 ' 2.00 '
		THE HAKIFOKD	LONG TERM DISABILITY PAYRO GTL VTL INSURANCE	0.51
		IPERS CITY OF TIPTON FUNDS	IPERS REGULAR EMPLOYEES Repay Admin Services	38.66 1,469.34 6.95
		CITY UTILITIES	IES TOTAL:	330.58 9.24 2,124.51 4,011.74
BUILDING MAINTENANCE	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	28.99
		IPERS	MEDICARE WITHOLDING IPERS REGULAR EMPLOYEES	6.78

PAGE:	
CLAIMS REGISTER	
09-05-2025 02:42 PM	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	79.90
AMBULANCE TRUST	GENERAL GOVERNMENT CITY	CITY OF TIPTON FUNDS	TRANSFERS TOTAL:	1,448.67
TRANSFER-COMM/LOCAL AC GENERAL GOVERNMENT	GENERAL GOVERNMENT	CITY OF TIPTON FUNDS	TRANSFERS TOTAL:	1,666.67
STREET DEPARTMENT	ROAD USE TAX FUND	CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges TOTAL:	1,989.31
TRAFFIC SERVICE MAINT.	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING	4.89 0.95 0.02 0.06
		THE HARTFORD	MEDICARE WITHOLDING LONG TERM DISABILITY PAYRO	0.11 0.35
		IPERS CITY OF TIPTON FUNDS	IPERS REGULAR EMPLOYEES Central Stores services pa	35.48
		CITY UTILITIES	PSF payment CITY UTILITIES TOTAL:	48.12 98.31
SNOW AND ICE REMOVAL	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING	64.01 12.66 0.31 1.06
		THE HARIFORD	MEDICARE WITHOLDING LONG TERM DISABILITY PAYRO	0.94
		IPERS CITY OF TIPTON FUNDS	Central Stores services pa	101.67 699.76
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	rot payment vehicle/equipment charges rothicle/equipment rotations.	1,168.32
STREET CLEANING	ROAD USE TAX FUND	CITY OF TIPTON FUNDS CITY OF TIPTON-REVOLVING CENTRAL GARAG	Central Stores services pa vehicle/equipment charges TOTAL:	126.47 820.00 946.47
TRANSFER/OTHER SOURCES ROAD USE TAX	S ROAD USE TAX FUND	CITY OF TIPTON FUNDS	TRANSFERS TOTAL:	2,920.00
TRANSFERS/OTHER SOURCE TRUST AND AGENCY		F CITY OF TIPTON FUNDS	TRANSFERS TOTAL:	48,441.75
TRANSFERS/OTHER SOURCE	E LOCAL OPTION TAX	CITY OF TIPTON FUNDS	TRANSFERS TOTAL:	27,637.33
TRANSFERS/OTHER SOURCE TIF	E TIF SPECIAL REVENU	J CITY OF TIPTON FUNDS	TRANSFERS TRANSFERS TOTAL:	7,022.58 15,000.00 22,022.58
REVOLVING LOAN PRGRM	ECONOMIC/INDUSTRIA	A CITY UTILITIES	CITY UTILITIES CITY UTILITIES	77.59

9-05-2025 02:42 PM	CLAIMS REGISTER		PAGE:	Ω
FUND	VENDOR NAME	DESCRIPTION		AM

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	124.57
TRANSFERS/OTHER SOURCE	E FIRE ENTERPRISE TR	R CITY OF TIPTON FUNDS	TRANSFERS TOTAL:	5,369.75
WATER DISTRIBUTION	WATER OPERATING	I.R.S.	FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING	334.37 57.29 0.61
		THE HARTFORD	MEDICARE WITHOLDING LONG TERM DISABILITY PAYRO	15.07
		IPERS RODNEY'S YARD MOWING CITTY OF TIDENCH FIRMS		8.55 525.58 120.00
		\vdash	7 4	5,586.54 100.62 5.04
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CITY UTILITIES CITY UTILITIES CITY UTILITIES vehicle/equipment charges TOTAL:	555.51 658.77 1,076.90 270.02 9,342.13
WATER BILL/COLLECT	WATER OPERATING	I.R.S.	FICA WITHOLDING MEDICARE WITHOLDING	60.10 13.25
		THE HARTFORD	MEDICARE WITHOLDING LONG TERM DISABILITY PAYRO	0.81 4.33
		IPERS CITY OF TIPTON FUNDS	GTL VTL INSURANCE IPERS REGULAR EMPLOYEES Repay Admin Services PSF payment TOTAL:	2.36 97.91 374.73 3.95 557.44
TRANSFER/OTHER SOURCES WATER OPERATING	S WATER OPERATING	CITY OF TIPTON FUNDS	TRANSFERS TRANSFERS TRANSFERS TOTAL:	4,133.33 2,834.09 362.17 7,329.59
WASTEWATER/AKA SEWER	WASTEWATER/AKA SEW	W I.R.S.		344.85 55.91 0.33
		THE HARTFORD	MEDICARE WITHOLDING MEDICARE WITHOLDING LONG TERM DISABILITY PAYRO	4.17 20.23 23.11
		IPERS CITY OF TIPTON FUNDS	GTL_VTL INSURANCE IPERS REGULAR EMPLOYEES Repay Admin Services	8.35 544.99 2,547.55
		CITY UTILITIES	City Hall	5.04
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	CITY UTILITIES vehicle/equipment charges TOTAL:	5,001.43 860.83 9,635.29
TRANSFER/OTHER SOURCES WASTEWATER/AKA	S WASTEWATER/AKA SEW	CITY OF TIPTON FUNDS	TRANSFERS TRANSFERS TOTAL:	3,866.67 48,212.25 52,078.92

9	
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מינולאות מינוני	CIVILIZATION OF THE PROPERTY O	VENDOD NAME		DESCRIPTION	AMOUNT
ELECTRIC DISTRIBUTION	ELECTRIC OPERATING	THE HART MISC. VE IPERS CITY OF CITY OF	FORD NDOR THOMAS, EMA WILSON, JAIMIE QUEST 8 LLC TIPTON FUNDS LITIES TIPTON-REVOLVING CENTRAL GARAG	FICA WITHOLDING MEDICARE WITHOLDING GLOWG TERM DISABILITY PAYRO GTL VTL INSURANCE 04-0840-15 06-0230-04 10-0060-13 IPERS REGULAR EMPLOYEES Repay Admin Services PSF payment City Hall CITY UTILITIES CITY UTILITIES CITY UTILITIES CITY UTILITIES CITY UTILITIES CITY UTILITIES	943.29 183.96 0.48 12.26 9.06 12.17 2.68 62.75 23.68 42.24 30.35 59.36 1,487.63 13,126.50 816.07 6.30 75.45 319.47 1,426.01 18,659.48
ELECTRIC POWER PLANT	ELECTRIC OPERATING	THE HART THE HART CITY OF CITY UTI	FORD TIPTON FUNDS LITIES TIPTON-REVOLVING CENTRAL GARAG	FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING LONG TERM DISABLLITY PAYRO GIL VIL INSURANCE IPERS REGULAR EMPLOYEES Repay Admin Services PSF payment CITY UTILITIES TOTAL TOTAL TOTAL:	35.75 6.19 0.83 1.34 2.19 0.83 56.87 1,794.34 1.21.12 1,139.39 699.57 699.57 4,073.81
ELECTRIC BILL/COLLECT	ELECTRIC OPERATING	I.R.S. THE HART IPERS CITY OF CITY OF	FORD TIPTON FUNDS TIPTON-REVOLVING CENTRAL GARAG	FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING LONG TERM DISABILITY PAYRO GTL VTL INSURANCE IPERS REGULAR EMPLOYEES Repay Admin Services PSF payment vehicle/equipment charges	133.90 26.87 0.02 0.37 2.05 2.01 9.09 4.26 214.70 826.69 45.11 120.27
LOUISA GENERATING STAT ELECTRIC OPERATING MIDAMERICAN ENERGY COMPANY	FEECTRIC OPERATING	G MIDAMERICAN ENEF	RGY COMPANY	Est cash request Est cash request Est cash request Est cash request	27,300.00 45,240.00 780.00 4,680.00

7	7
PAGE:	
	DESCRIPTION
CLAIMS REGISTER	VENDOR NAME
51	FUND
09-05-2025 02:42 PM	DEPARTMENT

AMOUNT	78,000.00 26,579.00 34,529.25 7,320.34 68,428.59	479.50 479.50 77.16 11.36 11.36 11.36 12.90 7.62.09	37.36 6.30 106.49 28.23 202.25 19,064.54	77.97 16.35 1.22 0.67 5.42 2.79 126.34 471.78 4.74	84.00 84.00 13,838.00	10,096.36 113.17 164.58 10,374.11	220.02 42.68 0.14 3.49 5.15 14.58 5.39 3,391.30
DESCRIPTION	TOTAL: TRANSFERS TRANSFERS TRANSFERS TRANSFERS TOTAL:	FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING CONG TERM DISABILITY PAYRO GTL_VIL INSURANCE IPERS REGULAR EMPLOYEES REDAV Admin Services	PSF payment City Hall CITY UTILITIES CITY UTILITIES vehicle/equipment charges TOTAL:	FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING LONG TERM DISABILITY PAYRO GTL_VTL INSURANCE IPERS REGULAR EMPLOYEES Repay Admin Services PSF payment TOTAL:	CITY UTILITIES TOTAL: TRANSFERS TOTAL:	2299 GL AVIATION FUEL CITY UTILITIES vehicle/equipment charges TOTAL:	FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING LONG TERM DISABILITY PAYRO GTL VTL INSURANCE IPERS REGULAR EMPLOYEES Repay Admin Services Repay Admin Services
VENDOR NAME	S CITY OF TIPTON FUNDS	I.R.S. THE HARTFORD IPERS CITY OF TIPTON FUNDS	CITY UTILITIES CITY OF TIPTON-REVOLVING CENTRAL GARAG	I.R.S. THE HARTFORD IPERS CITY OF TIPTON FUNDS	CITY UTILITIES CITY OF TIPTON FUNDS	ASCENT AVIATION GROUP INC CITY UTILITIES CITY OF TIPTON-REVOLVING CENTRAL GARAG	I.R.S. THE HARTFORD IPERS CITY OF TIPTON FUNDS
FUND	S ELECTRIC OPERATING	GAS OPERATING		GAS OPERATING	r GAS OPERATING S GAS OPERATING	AIRPORT OPERATING	GARBAGE COLLECTION
DEPARTMENT	TRANSFER/OTHER SOURCES ELECTRIC OPERATING CITY	GAS DISTRIBUTION		GAS BILL/COLLECT	GAS PEAK SHAVING PLANT GAS TRANSFER/OTHER SOURCES GAS	AIRPORT	GARBAGE COLLECTION

ω	AMOUNT	627.31 5.04 2,870.08 12,684.89	75.48 7.80 6.31 0.14	3.40	25.53 1,913.38 2,695.35	3,532.33 413.50 3,945.83	24.98 5.07 0.12	0.46	39.35 1,551.00	85.14 1,749.56	685.50 4,377.83 5,063.33	81.38 15.89 0.35	5.73	132.46	3.95 258.27 42.52 52.43 3,935.66
PAGE:	DESCRIPTION	PSF payment City Hall vehicle/equipment charges	FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING	MEDICARE WITHOLDING LONG TERM DISABILITY PAYRO	GIL_VIL INSURANCE IPERS REGULAR EMPLOYEES PSF payment CITY UTILITIES vehicle/equipment charges TOTAL:	TRANSFERS TRANSFERS TOTAL:	FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING	MEDICARE WITHOLDING MEDICARE WITHOLDING LONG TERM DISABILITY PAYRO	GTL VIL INSUKANCE IPERS REGULAR EMPLOYEES Repay Admin Services	rsk payment vehicle/equipment charges TOTAL:	TRANSFERS TRANSFERS TOTAL:	FICA WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING MEDICARE WITHOLDING	LIGHT THE DESTRUCTION OF THE PAYRO	GIL VIL INSURANCE IPERS REGULAR EMPLOYEES Repay Admin Services	PSF payment CITY UTILITIES CITY UTILITIES CITY UTILITIES TOTAL:
CLAIMS REGISTER	VENDOR NAME	CITY UTILITIES CITY OF TIPTON-REVOLVING CENTRAL GARAG	I.R.S.	THE HARTFORD	IPERS CITY OF TIPTON FUNDS CITY UTILITIES CITY OF TIPTON-REVOLVING CENTRAL GARAG	CITY OF TIPTON FUNDS	I.R.S.	THE HARTFORD	IPERS CITY OF TIPTON FUNDS	CITY OF TIPTON-REVOLVING CENTRAL GARAG	CITY OF TIPTON FUNDS	I.R.S.	THE HARTFORD	IPERS CITY OF TIPTON FUNDS	CITY UTLLITIES
	FUND		GARBAGE COLLECTION			TRANSFER OUT/SINKING F GARBAGE COLLECTION	STORM WATER				STORM WATER	INT SRVC-OTHER BUSINES CENTRAL GARAGE			
09-05-2025 02:42 PM	DEPARTMENT		RECYCLING			TRANSFER OUT/SINKIN	STORM WATER				OTHER SOURCES	INT SRVC-OTHER BUS			

INT SRVC-OTHER BUSINES ADMINISTRATIVE SER I.R.S.

123.07

FICA WITHOLDING MEDICARE WITHOLDING

REGISTER
CLAIMS

09-05-2025 02:42 PM

9

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		THE HARTFORD	MEDICARE WITHOLDING LONG TERM DISABILITY PAYRO	1.44
		IPERS	GTL_VTL_INSURANCE IPERS REGULAR EMPLOYEES	4.58
		QUADIENT FINANCE USA INC RODNEY'S YARD MOWING	POSTAGE MOWING	2,000.00
		WINDSTREAM	MONTHLY SERVICES	944.09
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	PSF payment vehicle/equipment charges	7.66
			TOTAL:	4,621.64
NON-DEPARTMENTAL	PAYROLL ACCOUNT	I.R.S.	FEDERAL WITHHOLDING	9,399.34
			FICA WITHOLDING	7,373.50
		(6	MEDICARE WITHOLDING	1,724.45
		Af LAC	AFLAC AFTER TAX PY W/HOLDI	111.93
			AFLAC PY PRETAX WITHOLDING	442.61
			AFLAC AFTER TAX DEDUCTION	30.24
		AXA EQUI-VEST PROCESSING OFFICE	DEF. COMP PRETAX	200.00
		THE HARTFORD	GTL_VTL INSURANCE	411.77
		COLLECTION SERVICES CENTER	CHILD SUPPORT- SPANGLER-96	59.52
		I PEKS	IPERS WITHHOLDING, FIRE	38.20
			IPERS REGULAR EMPLOYEES	4,380.83
			IPERS WITHHOLDING EMT	949.85
			IPERS WITHOLDING POLICE	1,507.01
		CITY OF TIPTON FUNDS	FIREARM REIMB.	37.27
		TREASURER, STATE OF IOWA	STATE WITHOLDING	2,817.78
			TOTAL:	29,484.30

===== FUND TOTALS =====

GENERAL GOVERNMENT ROAD USE TAX FUND

TRUST AND AGENCY FUND LOCAL OPTION TAX TIF SPECIAL REVENUE FUND ECONOMIC/INDUSTRIAL DEVEL FIRE ENTERPRISE TRUST

WASTEWATER/AKA SEWER REVE ELECTRIC OPERATING GAS OPERATING

WATER OPERATING

AIRPORT OPERATING GARBAGE COLLECTION

STORM WATER

550,807.75

0

ORDINANCE NO. 596

AN ORDINANCE AMENDING CHAPTER 110 GAS UTILITY, SECTION 110.07 OF THE CITY CODE OF ORDINANCES

SECTION 1. *Purpose*. The purpose of this ordinance is to amend the ordinance regarding gas rates within the service territory of City of Tipton.

SECTION 2. Amendment. Chapters 110.07 is hereby amended as follows:

110.07 DELIVERY RATES.

The delivery rates to be paid by customers are:

	Basic Monthly	Monthly
	Service Charge	Energy
	per Meter	Charge per CCF
Level 1		
Residential:	\$10.00	\$0.375
Level 2 Below 10,000 Therms of Annual Usage:	\$15.00	\$0.375
Level 3 Above 10,000 Therms		
of Annual Usage:	\$25.00	\$0.350

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. Severability. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 5. *Effective Date.* This ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this 8th day of September 2025.

	Tammi Goerdt, Mayor
ATTEST:	
Amy Lenz, City Clerk	
	CERTIFICATION
I, Amy Lenz, City Clerk, do hereby No. 596 which was passed by the Tipton C the <i>Tipton Conservative</i> this day of _	certify the above is a true and correct copy of Ordinance City Council this 8 th day of September 2025 and published in, 2025.
	Amy Lenz, City Clerk

RESOLUTION NO. 090825A

Resolution Approving and Accepting Voluntary Annexation of City owned Property

WHEREAS, The City of Tipton ("City") owns property ("Property") on which is located the City of Tipton Wastewater Treatment Facilities and bare ground adjacent thereto that will be used for the installation of a City owned Solar Array in the coming months, same described by the parcel numbers set forth below, and by the legal descriptions set forth within Exhibit A, appended hereto:

<u>Parcel Numbers</u>: 004010014000190; 004010014000040; 004010014000070; 004010014000200; 004010014000180 and 004010014000210

and

WHEREAS, The Council finds that the City Property is adjoining and contiguous to the City of Tipton city limits by at least fifty feet (50') and is not within the urbanized area of any other City, and is otherwise eligible to be annexed, and

WHEREAS, the Council previously approved Resolution No. _____ preliminarily approving the proposed annexation, directing staff to take steps required by Chapter 368 of the Code to both publish notice of the Council's intent to consider final approval of the Annexation Application and to notify those persons and/or entities required to receive notice of the Council's intended consideration; and

WHEREAS, The Council finds that the City Property should be annexed, that this Resolution should be treated as the Application of the City to annex said City Property, and that the City Manager should be directed to move forward with the annexation of the City Property and authorized to execute any documents necessary to move forward with the annexation, and

WHEREAS, the Council finds that notice of the intended final consideration of the Annexation Application by the City Council was served by certified mail to the County Board of Supervisors, and notice was published in the Tipton Conservative, a local newspaper of general circulation in the City, both consistent with the requirements of Chapter 368 of the Iowa Code; and

WHEREAS, the Council finds that enough time has now passed since service and publication of notice, and the Council may proceed with formal consideration of the Annexation Application; and

WHEREAS, the Council finds, in consideration of the above and foregoing, and specifically in consideration of the fact that no negative public sentiment or objections were received by the Council, that the Annexation Application should be approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Tipton, Iowa, does hereby approve of the annexation of the City of Tipton owned Property as described herein, and directs and authorizes the City Manager to proceed with the finalization of the annexation process, including the recordation and filing of all necessary documents and notification to all entities required to receive notice per Iowa Code, and taking any and all additional steps necessary to finalize the annexation of said property, as hereby approved.

PASSED AND APPROVED this day of	_ 2025.
*	
	Гатті Goerdt, Mayor
ATTEST:	
Amy Lenz, City Clerk	
CERTIFICATION	
I, Amy Lenz, City Clerk, do hereby certify the above is a tr which was passed by the Tipton City Council this	
Amy L	enz, City Clerk

Exhibit A Legal Descriptions

Parcels 004010014000190 and 004010014000040 and 004010014000070 and 004010014000200

(Book 584 Page 207)

A portion of Lot 1 of Lot C lying In the SW ¼ SE ¼ Section 1, T. 80 N., R. 3 W., of the 5th P.M., Cedar County, Iowa, described as follows:

Commencing at a 5/8" rebar found marking the Center of said Section 1,

thence S 00° 30' 34" E – 1880.92 feet along the west line of the said SE ¼ to a set ½" rebar, also being the Point of Beginning of the Parcel herein described;

thence S 88° 39' 50" E - 674.94 feet to a ½" rebar set on the east line of said Lot 1 of Lot C;

thence S 00° 28' 47" E - 775.27 feet along the east line of said Lot 1 of Lot C to a 1/2" rebar set at the SE corner thereof; thence N 88° 38' 27" W - 674.55 feet along the south line of the said Lot 1 of Lot C to a $\frac{1}{2}$ " rebar found marking the S $\frac{1}{4}$ Corner:

thence N 00° 30' 34" W - 775.01 feet along the west line of the said Lot 1 of Lot C to the Point of Beginning. Said Parcel contains 12.00 acres.

and

A portion of Lot 1 of Lot C and Lot 2 of Lot D lying In the SW ¼ SE ¼ and SE ¼ SE ¼ Section 1, T. 80 N., R. 3 W., of the 5th P.M., Cedar County, Iowa, described as follows:

Commencing at a 5/8" rebar found marking the Center of said Section 1,

thence S 00° 30' 34" E – 1327.97 feet along the west line of the said SE ¼ to a ½" rebar set marking the NW corner SW ¼ SE ¼, also being the Point of Beginning of the Parcel herein described;

thence S 88° 40° 41" E – 1522.88 feet along the north line of said SW ¼ SE ¼ and SE ¼ SE ¼ to a ½" rebar set at the NW corner of Lot 1 of Lot D;

Thence S 00° 18' 47" W - 370.25 feet along the west line of said Lot 1 of Lot D to a rebar set at the SW corner thereof;

Thence S 88° 34' 33" E – 94.50 feet along the south line of the said Lot 1 of Lot D to the SE corner thereof;

Thence S 00° 18' 48" W − 182.74 feet along a west line of Lot B to a set ½" rebar;

Thence N 88° 39' 50" W - 1609.44 feet to a ½" rebar set on the west line of said SW ¼ SE 1/4;

Thence N 00° 30' 34" W -552.95 feet to the Point of Beginning.

Said Parcel contains 19.57 acres.

004010014000180 and 004010014000210

(Book 593 Page 232)

A portion of Lot B lying in the Southwest Quarter, Southeast Quarter and the Southeast Quarter Southeast Quarter of Section 1, Township 80 North, Range 3 West of the 5th P.M., Cedar County, Iowa. described as follows: Commencing at a 1/2" rebar found marking the South Quarter of said Section 1, thence S 88° 38' 27" E, 674.55 feet along the south line of said Southeast Quarter to a set 1/2" rebar also being the Point of Beginning of the Parcel herein described: Thence N 00° 28' 47" W, 775.27 feet along the west line of said Lot B to a 1/2" rebar set at the Northwest corner thereof, thence S 88° 39' 50" E, 645.53 feet; along the north line of said Lot B to a set 1/2" rebar; thence S 05° 11' 49" W, 776.87 feet to a 1/2" rebar set on the south line of said Lot B; thence N 88° 38' 27" W, 586.65 feet along the South line of said Lot B to the Point of Beginning. Said Parcel contains 10.80 acres.



September 5, 2025

Via Email

Amy Lenz City Clerk/City Hall Tipton, Iowa

Re:

Electric Revenue Loan Agreement

Our File No. 419554-50

Dear Amy:

We have prepared and attach proceedings to be used at the September 8, 2025, meeting to adopt the resolution approving the Loan Agreement and providing for the placement and issuance of the Electric Revenue Bonds, Series 2025.

The proceedings attached include the following items:

1. Resolution approving the Loan Agreement and providing for the placement and issuance of the Bonds.

The form of Bond, Authentication Certificate and Assignment set out under the resolution should not be completed or executed.

- 2. Attestation Certificate attesting to the validity of the transcript.
- 3. Establishment Certificate with respect to the Electric Utility

On September 8th the Council should meet as scheduled to adopt the attached resolution. All Council Members present should vote on the passage of the resolution, and the vote of each member should be called and recorded by name.

Please return one fully executed copy of these proceedings to us for our records.

As these proceedings are completed, please return one fully executed copy to us for our records.

Also attached is a Loan Agreement for execution by the City Clerk and the Mayor. Please print the Loan Agreement for execution. After it has been signed, please scan and e-mail a copy to us as soon as available for inclusion with the closing materials.

We are also attaching a Registrar and Paying Agent Agreement for the City Clerk and the Mayor to sign. Please print a copy for execution, after which it should be returned to us by scan and email so that we may forward it to UMB Bank, n.a. for signature prior to closing.

If you should have any questions, please call Erin Regan, Emily Hammond or me.

Best regards,

John P. Danos

cc: Brian Wagner
Speer Financial, Inc.
D.A. Davison & Co.
Citizens Savings Bank
UMB Bank, n.a.

MINUTES TO PROVIDE FOR THE PRIVATE PLACEMENT AND ISSUANCE OF BONDS

(Issuance-Revenue)

419554-50

Tipton, Iowa

September 8, 2025

The City Council of the City of Tipton, Iowa, met on September 8, 2025, at, in Tipton, Iowa.
The meeting was called to order by the Mayor, and the roll being called, the following named Council Members were present and absent:
Present:
Absent:
After due consideration and discussion, Council Member
Ayes:
Nays:
Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

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

WHEREAS, the City of Tipton (the "City"), in Cedar County, State of Iowa, did heretofore establish a Municipal Electric Utility System (the "Utility") in and for the City which has continuously supplied electric service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council (the "Series 2012 Bond Resolution"), the City has previously issued its \$2,720,000 Electric Revenue Bonds, Series 2012, dated March 28, 2012 (the "Series 2012 Bonds"), a portion of which are currently outstanding; and

WHEREAS, pursuant to a prior resolution of the Council (the "Series 2024 Bond Resolution") (the Series 2012 Bond Resolution and the Series 2024 Bond Resolution are sometimes referred to hereinafter as the "Outstanding Bond Resolutions"), the City has previously issued its \$1,495,000 Electric Revenue Bonds, Series 2024, dated March 12, 2024 (the "Series 2024 Bonds") (the Series 2012 Bonds and the Series 2024 Bonds are sometimes referred to hereinafter as the "Outstanding Bonds"), a portion of which are currently outstanding; and

WHEREAS, pursuant to the Outstanding Bond Resolutions, the City reserved the right to issue additional obligations payable from the Net Revenues (as defined herein) of the Utility and ranking on a parity with the Outstanding Bonds under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City heretofore proposed to enter into an Electric Revenue Loan Agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$2,125,000, pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the costs, to that extent, of undertaking improvements to the Utility, including the acquisition and installation of solar panels for electric generation (the "Project"), and has published notice of the proposed action and has held a hearing thereon on July 7, 2025; and

WHEREAS, Speer Financial, Inc., the municipal financial advisor for the City, has recommended a negotiated direct placement of the Loan Agreement and Electric Revenue Bonds, Series 2025 (the "Bonds"), to be issued in evidence of the City's obligations under the Loan Agreement; and

WHEREAS, D.A. Davidson & Co., as placement agent, has brokered the direct placement of the Bonds to Citizens Savings Bank, Anamosa, Iowa (the "Lender"); and

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

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

Section 1. It is hereby determined that the City shall enter into the Loan Agreement with the Lender in substantially the form attached hereto providing for a loan to the City in the amount of \$1,950,000 for the purposes as set forth in the preamble hereof.

Section 2. The Mayor and City Clerk are authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved. The Mayor, City Clerk and City Treasurer are hereby each authorized to execute and deliver any and all agreements, documents and instruments required related to the issuance of the Bonds and to carry out the purposes set forth in this resolution, including but not limited to any tax certificates, closing certificates and purchase agreements.

Section 3. The Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Loan Agreement, in the aggregate principal amount of \$1,950,000, and shall be dated as of the date of its delivery to the Lender (anticipated to be September 23, 2025) (the "Dated Date"). The Bonds shall be initially issued as a single term Bond with final maturity on June 1, 2040, and with mandatory periodic principal installments due on June 1 in each of the years and in such amounts as follows:

	Principal		Principal
<u>Year</u>	<u>Amount</u>	Year	Amount
2026	\$ 75,000	2034	\$115,000
2027	\$ 75,000	2035	\$125,000
2028	\$ 75,000	2036	\$135,000
2029	\$ 95,000	2037	\$140,000
2030	\$ 95,000	2038	\$140,000
2031	\$ 95,000	2039	\$145,000
2032	\$105,000	2040	\$425,000
2033	\$110,000		

UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the registrar and paying agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent.".

Principal of the Bonds shall bear interest at the rate of 5.50% per annum, from the dated date of the Bonds or from the most recent date on which accrued interest has been paid, as hereinafter set forth. Interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing June 1, 2026, and continuing to, and including, final maturity on June 1, 2040. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The City reserves the right to optionally prepay principal of the Bonds in whole or in part at any time prior to and in inverse order of maturity upon giving notice, not less than thirty (30) days prior to the date fixed for prepayment, on terms of par and accrued interest. All principal so prepaid shall cease to bear interest on the date of prepayment.

Section 4. The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested by the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. The issuance of the Bonds shall be recorded in the office of the City Treasurer, and the certificate on the back of each Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

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

All of the Bonds and the interest thereon, together with the Outstanding Bonds, and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as "Parity Obligations"), shall be payable solely from the Net Revenues of the Utility and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Bonds. The Bonds are not payable from or secured by the Reserve Fund (as hereinafter defined) established in Outstanding Bond Resolutions. The Bonds shall be a valid claim of the owners thereof only against said Net Revenues and Sinking Fund. None of the Bonds shall be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City or the Utility be in any manner liable by reason of the failure of the Net Revenues of the Utility to be sufficient for the payment in whole or in part of the Bonds and the interest thereon.

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

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

Section 4. The Bonds shall be in substantially the following form:

(Form of Bond)

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

ELECTRIC REVENUE BOND, SERIES 2025

No. R-1

\$1,950,000

RATE	MATURITY DATE	BOND DATE
5.50%	June 1, 2040	September 23, 2025

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

CITIZENS SAVINGS BANK, Anamosa, Iowa

or registered assigns, the principal sum of

ONE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS

in lawful of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the "Registrar" or the "Paying Agent"), with interest on the outstanding principal hereof, at the rate per annum specified above, from the date of this Bond, or from the most recent date on which interest has been paid. Interest on the Bond shall be payable semiannually on the first day of June and December in each year, commencing June 1, 2026, and continuing to, and including, final maturity on June 1, 2040. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The Bonds (as herein defined) have been issued initially as a single term Bond with final maturity on June 1, 2040, and with mandatory periodic principal installments due on June 1 in each of the years and in such amounts as follows:

	Principal		Principal
Year	Amount	Year	<u>Amount</u>
2026	\$ 75,000	2034	\$115,000
2027	\$ 75,000	2035	\$125,000
2028	\$ 75,000	2036	\$135,000
2029	\$ 95,000	2037	\$140,000
2030	\$ 95,000	2038	\$140,000
2031	\$ 95,000	2039	\$145,000
2032	\$105,000	2040	\$425,000
2033	\$110,000		

Both principal of and interest on this Bond are payable to the registered owner appearing on the registration books of the City maintained by the City Clerk at the close of business on the fifteenth day of the month next preceding the payment date in lawful money of the United States of America to the registered owner at the address shown on such registration books; provided, however, that the final installment of principal and interest will be payable only upon presentation and surrender of this Bond to the Paying Agent.

This Bond is one of a series of Electric Revenue Bonds, Series 2025 (the "Bonds") issued by the City to evidence its obligation under a certain Loan Agreement, dated as of September 23, 2025 (the "Loan Agreement") entered into by the City for the purpose of paying the cost, to that extent, of constructing improvements to the Municipal Electric Utility System (the "Utility"), including the acquisition and installation of solar panels for electric generation.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapter 384 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the Council authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay principal of the Bond in whole or in part at any time prior to and in inverse order of maturity upon giving notice, not less than thirty (30) days prior to the date fixed for prepayment, on terms of par and accrued interest. All principal so prepaid shall cease to bear interest on the date of prepayment.

The Bonds are not general obligations of the City but, together with the City's outstanding Electric Revenue Bonds, Series 2012, dated March 28, 2012; Electric Revenue Bonds, Series 2024, dated March 12, 2024; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable or secured by the Reserve Fund established in the Outstanding Bond Resolutions (as defined in the Resolution). This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest hereon.

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

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

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have

happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Tipton, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of the Mayor and attested with the duly authorized facsimile signature of the City Clerk, all as of September 23, 2025.

CITY OF TIPTON, IOWA

D (D) I (G')	
By (Do Not Sign)	
Mayor	

Attest:
(Do Not Sign)
City Clerk

Registration Date: September 23, 2025

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

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

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

(Do Not Sign)
Authorized Officer

STATE OF IOWA COUNTY OF CEDAR CITY OF TIPTON

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of September 23, 2025.

(Do Not Sign) City Treasurer

ABBREVIATIONS

The for	ollowir to appl	ng abbreviations, when used in this B icable laws or regulations:	ond, shall be construed as tho	ugh they were written out in
TEN COM	-	as tenants in common	UTMA	
TEN ENT	-	as tenants by the entireties	As Custodian for	(Custodian)
TEN	-	as joint tenants with right of survivorship and not as tenants in common	under Uniform Transfer	(Minor) s to Minors Act
				(State)
		Additional abbreviations may also b	e used though not in the list a	bove.
		ASSIGN	MENT	
For va	luable	consideration, receipt of which is her	eby acknowledged, the under	signed assigns this Bond to
		(Please print or type name	and address of Assignee)	
		CIAL SECURITY OR OTHER BER OF ASSIGNEE		
and does hereb books kept for		ocably appoint tion thereof with full power of substi	tution. Attorney,	to transfer this Bond on the
Dated:				
Signature guara	inteed:			
(
	is a n	naranteed by an eligible guarantor member of a recognized signature		
			correspond with the name	e to this Assignment must of the registered owner as it ry particular, without alteration

or enlargement or any change whatever.

Section 5. It is anticipated that closing of the borrowing transaction contemplated herein will be on or around September 23, 2025, provided, however, that execution of the Bonds and the Loan Agreement shall be undertaken as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to or upon the direction of the Lender, upon receipt of the proceeds to be received under the Loan Agreement (the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

The Loan Proceeds shall be used to pay the costs of the Project (\$1,895,025.00) and costs of issuance of the Bonds (\$54,975), or as set forth in the final closing and tax certificate delivered at the time of the issuance of the Bonds. Any Loan Proceeds remaining after the full payment of such costs shall be used to pay principal of and interest on the Bonds. The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

So long as any of the Bonds, the Outstanding Bonds, or any Parity Section 6. Obligations are outstanding, the City shall continue to maintain the Utility in good condition, and the Utility shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City Council shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Utility, including the City, to produce gross revenues (hereinafter sometimes referred to as the "Gross Revenues") at least sufficient to pay the expenses of operation and maintenance of the Utility, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance, and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the "Operating Expenses") and to leave a balance of net revenues (herein referred to as the "Net Revenues") equal to at least 125 percent (125%) of the average amount of annual installments of principal of and interest on all of the Bonds, the Outstanding Bonds, and any Parity Obligations outstanding from time to time, as the same become due, and to maintain a reasonable reserve for the payment of the principal of and interest on the Outstanding Bonds.

Section 7. The provisions, covenants, undertakings and stipulations for the operation of the Utility and for the collection, application and use of the Gross Revenues and income from such operation, as set forth in the Outstanding Bond Resolutions (including without limitation the establishment and maintenance of the funds described therein) shall inure and appertain to the Bonds to the same extent and with like force and effect as if herein set out in full, except only insofar as the same may be inconsistent with this resolution. Such provisions, covenants, undertakings and stipulations shall remain in full force and effect for the benefit of the Underwriter and the Bonds in the event the Outstanding Bonds are paid in full or otherwise cease to be outstanding.

Nothing in this resolution shall be construed to impair the rights vested in the registered holders of the Outstanding Bonds. The amounts herein required to be paid into the various funds hereinafter referred to shall be in addition to all payments required in respect to the Outstanding Bond Resolutions. The provisions of the Outstanding Bond Resolutions and the provisions of

this resolution are to be construed whenever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the obligations authorized by such resolution have been paid or otherwise satisfied as therein provided, at which time the provisions of this resolution shall again prevail.

The provisions of the Outstanding Bond Resolutions with respect to the issuance of Parity Obligations are hereby recognized, and it is hereby found, determined and declared that there has been procured and filed with the City Clerk a statement of an independent financial consultant or consulting engineer, not a regular employee of the City, reciting the opinion that the Net Revenues of the Utility are sufficient to satisfy the requirements of the Outstanding Bond Resolutions.

Section 8. From and after the issuance of the Bonds, and throughout the time any of the Bonds, the Outstanding Bonds or Parity Obligations are outstanding, the Gross Revenues of the Utility shall continue to be set aside into the Electric Revenue Fund (the "Revenue Fund"), which shall be used in maintaining and operating the Utility and, after the payment of proper and necessary maintenance and operation expenses, the remaining Net Revenues, to the extent hereinafter provided, shall be used to pay principal of and interest on the Bonds, the Outstanding Bonds and any Parity Obligations and to maintain the several separate funds hereinafter referred to.

A. <u>Sinking Fund.</u> The provisions in and by the Outstanding Bond Resolutions, whereby there has been created and there is to be maintained a separate and special fund known as the Electric Revenue Bond Sinking Fund (herein referred to as the "Sinking Fund") are hereby ratified and confirmed. From and after the issuance of the Bonds and throughout the time any of the Bonds, the Outstanding Bonds or Parity Obligations are outstanding the Sinking Fund shall be maintained, into which there shall be set aside such portion of the Net Revenues of the Utility as will be sufficient to pay the principal of and interest on the Outstanding Bonds as set forth in the Outstanding Bond Resolutions, plus such additional amount as shall be necessary to pay principal of and interest on the Bonds as the same become due, and it is hereby determined that the minimum amount to be set aside from the Net Revenues and paid into the Sinking Fund relative to the Bonds on the first day of each month shall be not less than as follows:

Commencing on September 1, 2025, and continuing to and including May 1, 2026, an amount equal to 1/9th of the installment of interest and principal coming due on June 1, 2026; and, thereafter, commencing on June 1, 2026, and continuing to final maturity, an amount equal to 1/6th of the installment of interest coming due on the then outstanding Bonds on the next succeeding interest payment date, plus an amount equal to 1/12th of the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on deposit in the Sinking Fund.

Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds, the Outstanding Bonds and any Parity Obligations as the same shall become due and payable. Whenever Parity Obligations are issued under the conditions and

restrictions hereinafter set forth, provisions shall be made for additional payments to be made into the Sinking Fund for the purpose of paying the interest on and principal of such Parity Obligations.

If at any time there be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Utility as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

No further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire all of the Bonds, the Outstanding Bonds and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all interest to become due thereon prior to such retirement, or if provision for such payment has been made.

All of such payments required to be made into the Sinking Fund shall be made in equal monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday, then such payments shall be made on the next succeeding secular day.

B. Reserve Fund. The provisions in and by the Outstanding Bond Resolutions whereby there has been created and is to be maintained a Principal and Interest Reserve Fund (the "Reserve Fund") are hereby confirmed and inure to the benefit of the holders of the Outstanding Bonds, and the City shall continue to deposit such portion of the amounts as are required by the Outstanding Bond Resolutions into the Reserve Fund.

The City shall not be required to make any additional payments into the Reserve Fund except for payments required under the Outstanding Bond Resolutions, and neither the Bonds, nor any owner of the Bonds, shall have a claim on the Reserve Fund so long as the Outstanding Bonds remain outstanding.

C. <u>Improvement Fund</u>. The provisions in and by the Series 2024 Bond Resolution, whereby there is to be maintained a separate and special fund known as the Improvement Fund providing for a balance of \$250,000 (the "Required Improvement Fund Balance") are hereby ratified and confirmed. The Required Improvement Fund Balance shall remain at \$250,000. If and to whatever extent it may become necessary to use such funds for any of the purposes hereinafter specified, there shall be set apart and paid into the Improvement Fund from the balance of the Net Revenues remaining, after first making the required payments into the Sinking Fund and, with respect to the Outstanding Bonds, the Reserve Fund, and after the Reserve Fund contains the Required Reserve Fund Balance (as defined in the Outstanding Bond Resolutions), the sum of \$50,000 on the first day of each month of each year until such time as the Required Improvement Fund Balance has been restored. All money credited to the Improvement Fund shall be used and is hereby pledged solely and only for the following purposes and with the following priorities:

First, if for any reason there exists a deficiency in the required balance in the Sinking Fund and provided sufficient amounts are not available in the Revenue Fund to pay such deficiency, there shall be paid into the Sinking Fund an amount equal to the deficiency from the amounts on deposit in the Improvement Fund.

Second, said money shall be transferred and credited to the Reserve Fund whenever any deficiency may exist in the Reserve Fund.

Third, not exceeding one half (1/2) of the amount required to be paid into the Improvement Fund each month may be pledged, set aside, used and applied to the payment of principal of and interest on subordinate revenue bonds issued to pay the cost of making necessary improvements and extensions to the Utility, provided there has first been procured and filed with the City the written opinion of a reputable consulting engineer employed by the City that the proposed improvements and extensions are required to insure the continued efficient and successful operation of the Utility.

Fourth, to pay for the cost of capital improvements and extensions to the Utility provided, however, that prior to the expenditure no deficiency exists in the amounts required to be paid into the Sinking Fund and the Reserve Fund, and there has first been procured and placed on file with the City the written opinion of a reputable consulting engineer employed by the City that the proposed capital improvements and extensions are required to insure the continued efficient and successful operation of the Utility.

D. <u>Surplus Fund</u>. The provisions in and by the Outstanding Bond Resolutions, whereby there is to be maintained a separate and special fund known as the Surplus Fund (the "Surplus Fund") are hereby ratified and confirmed. All money thereafter remaining after first making any required payments into the Sinking Fund, the Reserve Fund and the Improvement Fund at the close of each month shall be deposited into the Surplus Fund. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund whenever necessary to prevent or remedy a default in the payment of the principal of or interest on the Bonds, the Outstanding Bonds and any Parity Obligations, or shall be transferred and credited to the Reserve Fund whenever any deficiency may exist in the Reserve Fund, or shall be transferred and credited to the Improvement Fund whenever any deficiency may exist in the Improvement Fund.

As long as the Sinking Fund and the Reserve Fund have the full amounts required to be deposited therein by this resolution and the Outstanding Bond Resolutions and the payments into the Improvement Fund are current, any balance in the Surplus Fund may be made available to the City as the City Council, or such other duly constituted body as may then be charged with the operation of the Utility, may from time to time direct.

Section 9. All of such payments required to be made into any fund created or to be maintained under the terms of this resolution shall be made in equal monthly installments as hereinbefore provided on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday, then such payments shall be made on the next succeeding secular day, and all money held in any fund created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with

Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be deposited in or transferred to the Sinking Fund and used solely and only for the purposes specified herein for such fund.

Section 10. The City hereby covenants and agrees with the owner or owners of the Bonds, the Outstanding Bonds and any Parity Obligations, or any of them, that may be outstanding from time to time, that it will faithfully and punctually perform all duties with reference to the Utility required and provided by the Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Utility and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Utility or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds, the Outstanding Bonds and any Parity Obligations have been paid in full, both principal and interest, or unless and until provision shall have been made for the payment thereof in full, both principal and interest; provided, however, that the City may dispose of any property which in the judgment of the City Council, or the duly constituted body as may then be charged with the operation of the Utility, is no longer useful or profitable in the operation of the Utility nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Utility.

Section 11. Upon a breach or default of a term of the Bonds, the Outstanding Bonds or any Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Utility and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

The Bonds, the Outstanding Bonds or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility, regardless of the time or times of the issuance thereof, it being the intention that there shall be no priority among the Bonds, the Outstanding Bonds or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The City hereby covenants and agrees that so long as any of the Bonds, the Outstanding Bonds or any Parity Obligations are outstanding and unpaid, no other bonds or obligations payable from the Net Revenues of the Utility will be issued except upon the basis of such bonds or obligations being subject to the priority and security for payment of the Bonds, the Outstanding Bonds or any Parity Obligations then outstanding; provided, however, that the City reserves the right and privilege of issuing Parity Obligations to refund any of the Bonds, the Outstanding Bonds or Parity Obligations which shall have matured or will mature within three months and for the payment of which there is insufficient money in the Sinking Fund and the Reserve Fund, and to refund any Bonds, the Outstanding Bonds or Parity Obligations or make extensions, additions, improvements, or replacements to the Utility if all of the following conditions are met (except as otherwise provided below):

- (a) before any additional Parity Obligations are issued, a statement of an independent auditor or independent financial consultant or a consulting engineer must be obtained stating that the Net Revenues of the Utility for the preceding fiscal year (with adjustments as hereinafter provided) were equal to at least 1.25 times the maximum annual debt service on the then outstanding Bonds, the Outstanding Bonds and Parity Obligations and the Parity Obligations then proposed to be issued. The Net Revenues referred to above may be adjusted to reflect any changes in the amount of revenue which would have resulted had any revised rate schedule been in effect during all the preceding fiscal year;
- (b) Parity Obligations must be payable as to principal and interest on the same month and day as the Bonds, the Outstanding Bonds or Parity Obligations; and
- (c) the "preceding fiscal year" shall mean the last year for which audited financial reports are available.

For purposes of (a) above, the Net Revenues of the Utility may be adjusted so as to reflect any changes in the amount of such Net Revenues which would have resulted had any revision of the schedule of rates or charges imposed at or prior to the time of the issuance of any such additional parity notes or bonds been in effect during such preceding fiscal year.

The amount of such Net Revenues may be further adjusted: (i) to the extent of any demand charges paid under any interconnection agreement or contract with another utility system for the interchange of electric service during such fiscal year to the extent that such demand charges would have been eliminated or reduced by reason of the improvements and extensions then to be constructed; (ii) to the extent that reduction in base load energy costs or savings in the cost of purchased power would have been effected if the improvements and extensions then to be constructed had been in operation during the preceding fiscal year, and (iii) to the extent of the estimated Net Revenues of operation of the improvements and extensions then to be constructed from the sale of surplus power resulting from the addition of said improvements and extensions.

From and after the date on which the Series 2012 Bonds have been paid in-full (or the full payment thereof provided for), the provisions of the Series 2012 Bond Resolution with respect to the issuance of additional Parity Obligations shall no longer apply, and the City shall not be required to comply with (a) - (c) above and the subsequent two paragraphs (all in italics) and such provisions shall be replaced in their entirety with the following:

- (a) before any additional Parity Obligations are issued (except as provided in (b)), evidence that the officially reported Net Revenues of the Utility for the last preceding fiscal year prior to the issuance of such Parity Obligations (with adjustments as hereinafter provided) were equal to at least 125% of the maximum amount of principal and interest that will become due in any subsequent year during the life of the Bonds for the Bonds, the Series 2024 Bonds and any Parity Obligations then outstanding and the Parity Obligations then proposed to be issued.
- (b) Obligations issued to refund the Bonds, the Series 2024 Bonds or any Parity Obligations shall not be subject to the requirements of (a), provided the Bonds, the Series

2024 Bonds or Parity Obligations being refunded mature within three (3) months of the date of such refunding and no other funds are available to pay such maturing Bonds, the Series 2024 Bonds or Parity Obligations, or the issuance of the refunding obligations will not cause an increase in the annual debt service requirements during the life of any of the Bonds, the Series 2024 Bonds or any Parity Obligations then outstanding which are not being refunded.

(c) The amount of Gross Revenues of the Utility may be adjusted for the purpose of the foregoing computations by an independent consulting engineer or a municipal financial advisor, in either case, not a regular employee of the City, so as to reflect any revision in the schedule of rates and charges being imposed at the time of the issuance of any such Parity Obligations.

Section 13. The City agrees that so long as the Outstanding Bonds, the Bonds or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Outstanding Bonds, the Bonds and any Parity Obligations on the insurable portions of the Utility of a kind and in an amount which usually would be carried by private companies or municipalities engaged in a similar type of business. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Utility, and the owners of the Bonds or any Parity Obligations shall have the right at all reasonable times to inspect the Utility and all records, accounts and data relating thereto.

Section 14. The provisions of this resolution shall constitute a contract between the City and the owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Bonds until all of the Bonds and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Outstanding Bonds, the Bonds and Parity Obligations at any time outstanding (not including in any case any obligations which may be then held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding any of the Outstanding Bonds, the Bonds or any Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City Council, or such other duly constituted body as may be then charged with the operation of the Utility, of a resolution or resolutions modifying or amending any of the terms or provisions contained in this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

- a. make any change in the maturity or redemption terms of the Outstanding Bonds, the Bonds or any Parity Obligations;
- b. make any change in the rate of interest borne by the Outstanding Bonds, the Bonds or any Parity Obligations;
- c. reduce the amount of the principal payable on any Outstanding Bonds, Bonds or Parity Obligations;

- d. modify the terms of payment of principal of or interest on the Outstanding Bonds, the Bonds or any Parity Obligations, or any of them, or impose any conditions with respect to such payment;
- e. affect the rights of the owners of less than all of the Outstanding Bonds, Bonds and any Parity Obligations then outstanding; or
- f. reduce the percentage of the principal amount of the Outstanding Bonds, Bonds and any Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be mailed to each of the owners of the Outstanding Bonds, Bonds and any Parity Obligations at the addresses appearing on the registration books of the City. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

If the owners of at least a majority in aggregate principal amount of the Outstanding Bonds, Bonds and any Parity Obligations outstanding at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, no owner of the Outstanding Bonds or any Bond or Parity Obligation shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the Utility from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Bond, the Outstanding Bonds or a Parity Obligation pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Bond, the Outstanding Bonds or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Outstanding Bonds, Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 15. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof the City covenants to comply with the provisions of the Internal

Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City and the City Council are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

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

- Section 16. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.
- Section 17. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.
- Section 18. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 8, 2025.

	Mayor
Attest:	
City Clerk	
•	
On motion and vote, the meeting adjour	rned.
	Mayor
Attest:	
 City Clerk	

ATTESTATION CERTIFICATE:

STATE OF IOWA COUNTY OF CEDAR CITY OF TIPTON

SS:

I, the undersigned, do hereby certify that I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Loan Agreement and the issuance of \$1,950,000 Electric Revenue Bonds, Series 2025, of said City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no objections were filed in my office and no objections of any kind were made to the matter of entering into such Loan Agreement or issuing such Bonds at the time and place set for hearing thereon and that no petition of protest or objections of any kind have been filed or made, nor has any appeal been taken to the District Court from the decision of the City Council to enter into the Loan Agreement or to issue the Bonds.

WITNESS MY HAND this	day of		, 2025.
		City Clerk	

ESTABLISHMENT CERTIFICATE:

STATE OF IOWA
COUNTY OF CEDAR
CITY OF TIPTON
SS:

I, the undersigned, City Clerk of the City of Tipton, do hereby certify that the City did heretofore establish a Municipal Electric Utility System (hereinafter referred to as the "Utility"), that the management and control of the Utility are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

I further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, improvement or operation of such Utility and that there are no bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the revenues derived from the operation of such Utility, except for the City's Electric Revenue Bonds, Series 2012, dated March 28, 2012; Electric Revenue Bonds, Series 2024, dated March 12, 2024; and the Bonds currently being issued by the City.

WITNESS MY HAND this	day of	, 2025.
	City Clerk	

REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this September 23, 2025 (the "Dated Date"), by and between the City of Tipton, Iowa, hereinafter called "ISSUER", and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain Bonds, certificates, Bonds and/or other debt instruments, more particularly described as \$1,950,000 Electric Revenue Bonds, Series 2025 hereinafter called the "Bonds"; and

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

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

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

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

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

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

- 3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.
- 4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.
- Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond 5. Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.
 - 6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

- 7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.
- 8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.
- 9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.
- 10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.
- 11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.
- 12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

- 13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.
- 14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.
- The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.
- 16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.
- 17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.
- 18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

- 19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.
- 20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:
 - a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
 - b) It is anticipated that during the term of the Bonds, the Securities Depository will make bookentry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
 - c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
 - d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.
- 21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any

obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

- 22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.
- 23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.
- 25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:

UMB Bank, n.a.

Attn: Corporate Trust & Escrow Services

7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266

If to ISSUER:

City of Tipton, Iowa Attn: City Manager

City Hall

407 Lynn Street

Tipton, Iowa 52772-1633

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

- 26. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.
- 27. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

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

	CITY OF TIPTON, IOWA
	Mayor
Attest:	
City Clerk	
	UMB BANK, N.A., as PAYING AGENT/REGISTRAR
	By:Authorized Signatory



PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION

· Book Entry Bonds

• Registered/Private Placement Bonds

\$300 initial/\$600 annual

\$750 initial/\$600 annual

ADDITIONAL SERVICES

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

SERVICES AVAILABLE UPON REQUEST

Dissemination Agent

\$1,000 annual

CHANGES IN FEE SCHEDULE

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

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

^{*} Initial Fees charged at Closing

^{*}Annual Fees charged in arrears month of closing

LOAN AGREEMENT

This Loan Agreement is entered into as of September 23, 2025, by and between the City of Tipton, Iowa (the "City"), and Citizens Savings Bank, Anamosa, Iowa (the "Purchaser"). The parties agree as follows:

- 1. The Purchaser shall loan to the City the sum of \$1,950,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of Electric Revenue Bonds, Series 2025, in the aggregate principal amount of \$1,950,000 (the "Bonds").
- 2. City Council has adopted a resolution on September 8, 2025 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance and securing the payment of the Bonds, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Bonds and the interest thereon, together with the Series 2012 Bonds and the Series 2024 Bonds (as defined in the Resolution) and any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution, shall be payable solely and only from the Net Revenues (as defined in the Resolution) of the Municipal Electric Utility System of the City, a sufficient portion of which has been ordered set aside and pledged for such purpose under the provisions of the Resolution, and from certain funds established in the Resolution and pledged to the payment thereof.
- 3. The loan proceeds (the "Loan Proceeds") shall be used for the purposes set forth in the Resolution. Any remaining Loan Proceeds, including accrued interest, if any, shall be deposited in the Sinking Fund (defined in the Resolution) and shall be held therein and used, along with other amounts on deposit in such fund, to pay interest due on the Bonds on the first interest payment date.
- 4. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated September 23, 2025, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.
- 5. Neither this Loan Agreement nor any of the Bonds shall constitute a general obligation of the City, nor be payable by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Bonds and the interest thereon or to otherwise discharge the City's obligation hereunder.
- 6. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

CITY OF TIPTON, IOWA

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

		Ву
Attest:		Mayor
City Clerk		
		CITIZENS SAVINGS BANK Anamosa, Iowa
	is v	By(Signature)
		(Print Name and Title)