

Tiffin Regular City Council Meeting

Regular City Council Meeting

November 04, 2025 07:00 pm



November 4, 2025

7:00 PM

Regular Formal

City Council Meeting

Springmier Community Library

311 West Marengo Road, Tiffin, Iowa 52340

www.tiffin-iowa.org

Mayor: Tim Kasperek

City Administrator: Doug Boldt

Council At Large: Tim Orris - Mayor Pro-Tem
Asst. City Administrator: Ashley Platz

Council At Large: Al Havens
City Attorney:

Crystal Raiber

Council At Large: Skylar Limkemann
City Clerk: Abigail Hora

Council At Large: Chris Olney
Brett Mehmen

W/WW Superintendent:

Council At Large: Eric Schnedler
D. of Public Works:

Brian Detert

Building Official: Shay

Brian

Recreation Director:

Frank Haege

Fire Chief:

Brad Hill

Professional Services

City Engineer:

MSA

1. A. Call to Order - 7:00PM

File: [Agenda](#)

2. B. Roll Call

3. C. Agenda Additions/Agenda Approval

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

4. D. Communications and Reports

1. Unscheduled

This is an opportunity for those wishing to address the City Council on an item NOT on the agenda. If you wish to address the Council on subjects pertaining to today's meeting agenda, please wait until that item on the agenda is reached.

If you wish to speak now, please approach the lectern and give your name and address for the public record before discussing your item. As a reminder each speaker is limited to 3 minutes or less. As an additional reminder, in accordance with public meeting laws, the Council may only discuss or act on matters that are presented on this agenda.

5. E. Consent Agenda

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

1. Approval of Previous Council Minutes

File: [Attachment](#)

2. Approval of Summary of Receipts Report

File: [Attachment](#)

6. F. Mayoral Proclamation

7. G. Public Hearing

1. Public Hearing on the Proposed November, 2025 Amendment to the Tiffin Urban Renewal Area

- a. Close Public Hearing and Proceed to I-1

File: [Attachment](#)

8. H. Ordinance Approval/Amendment

1. Ordinance No. 2025-521 – An Ordinance to Amend the Municipal Code of Tiffin, Iowa, Chapter 160, Flood Plain Management

- a. Motion to Approve Third and Final Reading

File: [Attachment](#)

9. I. Resolutions for Approval

1. Resolution 2025-082 – A Resolution to Approve Urban Renewal Plan Amendment for the Tiffin Urban Renewal Area

File: [Attachment](#)

2. Resolution 2025-083 – A Resolution Approving at 28E Between the City of North Liberty and the City of Tiffin for Cost Sharing for Certain Firefighting Protective Equipment

File: [Attachment](#)

3. Resolution 2025-084 – A Resolution Approving the Transfer of Proceeds from the Sale of City Equipment into the Fire Department Savings Account

File: [Attachment](#)

4. Resolution 2025-085 – A Resolution Authorizing Economic Development Grant Agreement with Honey Lane Development, LLC and Authorizing Internal Advance for Funding of Economic Development Grant Thereunder

File: [Attachment](#)

5. Resolution 2025-086 – A Resolution Approving the Escrow and Partial Release Agreement for Tiffin Heights West

File: [Attachment](#)

6. Resolution 2025-087 – A Resolution Approving the Final Plat of Tiffin Heights West

File: [Attachment](#)

7. Resolution 2025-088 – A Resolution Approving the Release and License Agreement for the North Liberty Fire Department Training Tower Facility and Hands-on Waiver

File: [Attachment](#)

10. K. Motions for Approval

1. Consideration of Payables List – Motion to Approve

File: [Attachment](#)

2. Discussion and Consideration of Change Order #9 – Rathje Construction, Original Town Urbanization Project Phase 3 – Motion to Approve

File: [Attachment](#)

3. Discussion and Consideration of Pay Application #10 – Rathje Construction, Original Town – Motion to Approve

File: [Attachment](#)

4. Discussion and Consideration of Pay Application #8 – Boomerang Corporation, North Park Road Improvements Project – Motion to Approve

File: [Attachment](#)

5. Discussion and Consideration of Pay Application #6 – Miron Construction, Recreation Center – Motion to Approve

File: [Attachment](#)

6. Discussion and Consideration of Change Order #11 – Boomerang Corporation, North Park Road Improvements Project – Motion to Approve

File: [Attachment](#)

7. Discussion and Consideration of Pay Application #3 – Tricon Construction Group, Water Treatment Plant Upgrades – Motion to Approve

8. Discussion and Consideration to Approve the Full-time Fire Chief Job Description and Proceed with Advertising for the Position and Council Action as Needed

File: [Attachment](#)

9. Discussion and Consideration of Quote from Next Level Response Solutions LLC. for Assessment Center Services for the hiring of New Fire Chief and Council Action as Needed

File: [Attachment](#)

11. J. Old Business

12. L. Reports to be Received/Filed

1. Engineer's Report

File: [Attachment](#)

13. M. Reports from City Personnel

1. Mayor's Report
2. City Council Reports
3. Director of Public Work's Report
4. Building Official's Report
5. Water/Wastewater Superintendent's Report
6. Recreation Director's Report
7. Fire Chief's Report
8. Law Enforcement Report
9. City Engineer's Report
10. City Attorney's Report
11. City Administrator's Report - Included in the Packet

File: [Attachment](#)

14. N. 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 319-545-2572 to arrange for accommodations/transportation.

City of Tiffin, Iowa

Meeting: Tiffin City Council Meeting
Place: Springmier Community Library, 311 West Marengo Road, Tiffin, Iowa 52340
Date/Time: November 4, 2025 – 7:00 p.m.
Web Page: www.tiffin-iowa.org
Posted: October 31, 2025 (website & front entry of City Hall)

Mayor:	Tim Kasparek	City Administrator:	Doug Boldt
Council At Large:	Tim Orris – Mayor Pro-Tem	Asst. City Administrator:	Ashley Platz
Council At Large:	Al Havens	City Attorney:	Crystal Raiber
Council At Large:	Skylar Limkemann	City Clerk:	Abigail Hora
Council At Large:	Chris Olney	W/WW Superintendent:	Brett Mehmen
Council At Large:	Eric Schnedler	D. of Public Works:	Brian Detert
		Building Official:	Brian Shay
		Recreation Director:	Vacant
		Fire Chief:	Brad Hill
		City Engineer:	MSA Professional Services

A. Call to Order – 7:00 PM

B. Roll Call

C. Agenda Additions/Agenda Approval

D. Communications and Reports

1. Unscheduled

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E. Consent Agenda

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

1. Approval of the October 21, 2025, City Council Minutes
2. Approval of Summary of Receipts Report

F. Mayoral Proclamation

- 1.

G. Public Hearing

1. Public Hearing on the Proposed November, 2025 Amendment to the Tiffin Urban Renewal Area
 - a. Close Public Hearing and Proceed to I-1

H. Ordinance Approval/Amendment

1. Ordinance No. 2025-521 – An Ordinance to Amend the Municipal Code of Tiffin, Iowa, Chapter 160, Flood Plain Management
 - a. Motion to Approve Third and Final Reading

I. Resolutions for Approval

1. Resolution 2025-082 – A Resolution to Approve Urban Renewal Plan Amendment for the Tiffin Urban Renewal Area
2. Resolution 2025-083 – A Resolution Approving at 28E Between the City of North Liberty and the City of Tiffin for Cost Sharing for Certain Firefighting Protective Equipment
3. Resolution 2025-084 – A Resolution Approving the Transfer of Proceeds from the Sale of City Equipment into the Fire Department Savings Account
4. Resolution 2025-085 – A Resolution Authorizing Economic Development Grant Agreement with Honey Lane Development, LLC and Authorizing Internal Advance for Funding of Economic Development Grant Thereunder
5. Resolution 2025-086 – A Resolution Approving the Escrow and Partial Release Agreement for Tiffin Heights West

6. Resolution 2025-087 – A Resolution Approving the Final Plat of Tiffin Heights West
7. Resolution 2025-088 – A Resolution Approving the Release and License Agreement for the North Liberty Fire Department Training Tower Facility and Hands-on Waiver

J. Old Business

- 1.

K. Motions for Approval

1. Consideration of Payables List – Motion to Approve
2. Discussion and Consideration of Change Order #9 – Rathje Construction, Original Town Urbanization Project Phase 3 – Motion to Approve
3. Discussion and Consideration of Pay Application #10 – Rathje Construction, Original Town – Motion to Approve
4. Discussion and Consideration of Pay Application #8 – Boomerang Corporation, North Park Road Improvements Project – Motion to Approve
5. Discussion and Consideration of Pay Application #6 – Miron Construction, Recreation Center – Motion to Approve
6. Discussion and Consideration of Change Order #11 – Boomerang Corporation, North Park Road Improvements Project – Motion to Approve
7. Discussion and Consideration of Pay Application #3 – Tricon Construction Group, Water Treatment Plant Upgrades – Motion to Approve
8. Discussion and Consideration to Approve the Full-time Fire Chief Job Description and Proceed with Advertising for the Position and Council Action as Needed
9. Discussion and Consideration of Quote from Next Level Response Solutions LLC. for Assessment Center Services for the hiring of New Fire Chief and Council Action as Needed

L. Reports to be Received/Filed

1. City Engineer Report

M. Reports from City Personnel

1. Mayor's Report
2. City Council Reports
3. Director of Public Work's Report
4. Building Official's Report
5. Water/Wastewater Superintendent's Report
6. Recreation Director's Report
7. Fire Chief's Report
8. Law Enforcement Report
9. City Attorney's Report
10. City Administrator's Report – Included in the Packet

N. Adjournment

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**AGENDA INFORMATION
TIFFIN CITY COUNCIL COMMUNICATION**

DATE: October 31, 2025

AGENDA ITEM: Approval of the October 21, 2025 Council Minutes

ACTION: Approval

ATTACHMENTS: Council Minutes

City of Tiffin, Iowa

Meeting: Tiffin City Council Meeting
Place: Springmier Community Library, 311 West Marengo Road, Tiffin, Iowa 52340
Date/Time: October 21, 2025 – 7:00 p.m.
Web Page: www.tiffin-iowa.org
Posted: October 17, 2025 (website & front entry of City Hall)

Mayor:	Tim Kasperek	City Administrator:	Doug Boldt
Council At Large:	Tim Orris – Mayor Pro-Tem	Asst. City Administrator:	Ashley Platz
Council At Large:	Al Havens	City Attorney:	Crystal Raiber
Council At Large:	Skylar Limkemann	City Clerk:	Abigail Hora
Council At Large:	Chris Olney	W/WW Superintendent:	Brett Mehmen
Council At Large:	Eric Schnedler	D. of Public Works:	Brian Detert
		Building Official:	Brian Shay
		Recreation Director:	Vacant
		Fire Chief:	Brad Hill
		City Engineer:	MSA Professional Services

Work Session - Call to Order – 6:00 PM

A. Roll Call

The City of Tiffin City Council held a work session Tuesday, October 21, 2025, at the Springmier Community Library located inside the Clear Creek Amana Middle School. Mayor Kasperek called the meeting to order at 6:08 PM. Upon roll being called the following members were present: Eric Schnedler, Al Havens, Chris Olney, Tim Orris and Skylar Limkemann. Others present were City Administrator Doug Boldt, Assistant City Administrator Ashley Platz and City Clerk Abigail Hora.

B. Agenda Additions/Agenda Approval

Motion to approve agenda by Olney.

Second by Orris.

All ayes, agenda approved.

C. Discussion and Review of Highway 6 Reconstruction Project and the Intersections of Croell Avenue and Kimberlite Street

Discussion: MSA Professional Services conducted a traffic operations study for the US 6 intersections at Croell Avenue and Kimberlite Street, evaluating five improvement options to address growth and safety concerns through 2045. James Watters from MSA was present via Microsoft Teams. Council narrowed down the options to one and four. Option one was Croell Ave having an offset right-turn lane and Kimberlite Street having a traffic signal. Option four was both intersections having a traffic signal. Council asked James to get pricing on both of these options for the next Council meeting.

D. Discussion and Review of New Full-time Fire Chief Job Description

Due to lack of time during the Work Session this item was discussed during the regular meeting.

Discussion: City Administrator Doug Boldt reviewed the job description for the full-time Fire Chief position. Council Person Schnedler requested rewording the residency requirement to state, “Residency within a reasonable response time to the Tiffin Fire Department’s response area will be required,” and adding “township” to the sentence referencing geography knowledge to read, “Knowledge of city and township geography, including streets, water systems, and major infrastructure.” This will be placed on the agenda for approval at the next council meeting. City Administrator Boldt also connected with an individual who provided a quote to potentially assist with the hiring process once the job description is approved and the position is advertised.

E. Questions from Council Members regarding items on the Regular City Council Agenda or Reports

F. Other Business

G. Adjournment

Motion to adjourn by Limkemann.

Second by Orris.

All ayes, meeting adjourned at 7:02 PM.

A. Regular Session - Call to Order – 7:00 PM

B. Roll Call

The City of Tiffin City Council held a regular session Tuesday, October 21, 2025, at the Springmier Community Library located inside the Clear Creek Amana Middle School. Mayor Kasperek called the meeting to order at 7:05 PM. Upon roll being called the following members were present: Eric Schnedler, Al Havens, Chris Olney, Tim Orris and Skylar Limkemann. Others present were City Administrator Doug Boldt, Assistant City Administrator Ashley Platz and City Clerk Abigail Hora.

C. Agenda Additions/Agenda Approval

Motion to amend agenda by moving item WS-D to item M-Reports from City Personnel by Limkemann.
Second by Orris.

All ayes, agenda approved.

D. Communications and Reports

1. Unscheduled

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E. Consent Agenda

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

1. Approval of the October 7, 2025, City Council Minutes
2. Approval of Summary of Receipts Report
3. Approval of Clerk's/Treasurers Report

Motion to approve Consent Agenda which includes City Council Minutes, Summary of Receipts and Clerks/Treasurers Report by Limkemann.

Second by Orris.

All ayes, consent agenda approved.

F. Mayoral Proclamation

- 1.

G. Public Hearing

- 1.

H. Ordinance Approval/Amendment

1. Ordinance No. 2025-521 – An Ordinance to Amend the Municipal Code of Tiffin, Iowa, Chapter 160, Flood Plain Management

- a. Motion to Approve Second Reading

Motion to approve by Limkemann.

Second by Orris.

Roll Call: Havens, Orris, Olney, Schnedler, Limkemann.

All ayes, second reading approved.

I. Resolutions for Approval

1. Resolution 2025-079 – A Resolution Approving the Creation of a Reserve Savings Account for the Fire Department for the Acquisition, Possession, and Maintenance of Fire, Rescue, and Emergency Medical Service Major Equipment and Vehicles. Motion to approve by Havens.

Second by Olney.

Roll Call: Orris, Olney, Schnedler, Limkemann, Havens.

All ayes, motion carried.

2. Resolution 2025-080 – A Resolution Authorizing the entering into a Developer’s Agreement with Homemakers Plaza, Inc., Tiffin, Iowa, for the Final Plat of Homemakers Plat 1. Motion to approve by Limkemann.
Second by Orris.
Roll Call: Olney, Schnedler, Limkemann, Havens, Orris.
All ayes, motion carried.
3. Resolution 2025-081 – A Resolution Approving the Final Plat for Homemakers Plat 1. Motion to approve by Orris.
Second by Schnedler.
Roll Call: Schnedler, Limkemann, Havens, Orris, Olney.
All ayes, motion carried.

J. Old Business

- 1.

K. Motions for Approval

1. Consideration of Payables List – Motion to approve by Havens.
Second by Orris.
All ayes, motion carried.
2. Discussion and Consideration of Change Order #1 – Cornerstone Excavating, Earth Stockpile Spreading Project – Motion to approve by Orris.
Second by Havens.
All ayes, motion carried.
3. Discussion and Consideration of Pay Application #1 – Cornerstone Excavating, Earth Stockpile Spreading Project – Motion to approve by Orris.
Second by Havens.
All ayes, motion carried.
4. Discussion and Consideration of One-time Water and Sewer Adjustment for 609 Doe Avenue Drive and Council Action as Needed. Motion to approve by Olney.
Second by Orris.
All ayes, motion carried.
5. Discussion and Consideration to Approve the Sale of Fire Truck and Council Action as Needed.
Motion to approve by Orris.
Second by Limkemann.
All ayes, motion carried.
6. Discussion and Consideration of Hiring a Public Works Maintenance Worker and Council Action as Needed. Motion to approve by Limkemann.
Second by Schnedler.
All ayes, motion carried.
7. Discussion and Consideration to enter a 28E Agreement with North Liberty Fire Department-Shared Use of Facepiece Fit Testing Equipment – Motion to approve by Limkemann.
Second by Schnedler.
All ayes, motion carried.

L. Reports to be Received/Filed

1. Johnson County Sheriff’s Report – September 2025
2. Monthly Departmental Budget Reports

M. Reports from City Personnel

1. Mayor’s Report – Discussion: Nothing to Report.
2. City Council Reports – Discussion: Nothing to Report.

3. Director of Public Work's Report – Nothing to Report.
4. Building Official's Report - Nothing to Report.
5. Water/Wastewater Superintendent's Report – Nothing to Report.
6. Recreation Director's Report - Nothing to Report.
7. Fire Chief's Report - Nothing to Report.
8. Law Enforcement Report – Nothing to Report.
9. City Attorney's Report – Nothing to Report.
10. City Administrator's Report – Included in the Packet.

N. Adjournment

Motion to adjourn by Schnedler.

Second by Orris.

All ayes, meeting adjourned at 7:41 PM.



_____, October 22nd, 2025
Abigail Hora, City Clerk



**AGENDA INFORMATION
TIFFIN CITY COUNCIL COMMUNICATION**

DATE: October 31, 2025

AGENDA ITEM: Approval of Summary of Receipts Report

ACTION: Approval

ATTACHMENTS: Report

City of Tiffin Summary of Receipts

10/18/2025-10/31/2025

001-GENERAL	\$	173,641.72
110-ROAD USE TAX	\$	50,404.41
112-EMPLOYEE BENEFIT	\$	-
119-EMERGENCY FUND	\$	-
121-LOCAL OPTION SALES TAX	\$	89,242.89
125-TIF		
200-DEBT SERVICE	\$	-
301-DEVELOPER ESCROW	\$	-
307-PARK ROAD PAVING	\$	-
310-TRAIL PROJECT	\$	-
316-GO BONDS	\$	-
320-ROUNDAABOUT	\$	-
321-ORIGINAL TOWN URBANIZATION	\$	-
335-FOREVERGREEN RD	\$	-
336-PUBLIC WORKS BUILDING	\$	-
344-PW EQUIPMENT	\$	-
600-WATER	\$	97,564.41
601-WATER SINKING	\$	-
607-SECOND WELL	\$	-
610-SEWER	\$	81,464.22
611-SEWER SINKING	\$	-
617-SANITARY SEWER IMPROVEMENTS	\$	-
618-SEWER MAIN UPSIZE RAILROAD	\$	-
670-RECYCLING/GARBAGE	\$	26,946.68
740-STORM WATER	\$	6,140.89
TOTAL:	\$	525,405.22

CITY OF TIFFIN, IOWA
URBAN RENEWAL PLAN AMENDMENT
TIFFIN URBAN RENEWAL AREA

November, 2025

The Urban Renewal Plan (the “Plan”) for the Tiffin Urban Renewal Area (the “Urban Renewal Area”) of the City of Tiffin, Iowa (the “City”) is being amended for the purpose of identifying new urban renewal projects to be undertaken therein.

1) Identification of Urban Renewal Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

A.

Name of Project: Honey Lane Development LLC Phase 2 Project

Date of Council Approval of Project: November 4, 2025

Description of the Project and Project Site: Honey Lane Development LLC (the “Developer”) has proposed to undertake the development of certain real property (the “Property”) bearing Johnson County Property Tax Parcel Identification Number 0633277002 in the Urban Renewal Area for future commercial uses (the “Commercial Project”). The Developer will undertake the construction of certain public infrastructure improvements (the “Infrastructure Project”) necessary to support the commercial development of the Property.

It has been requested that the City provide tax increment financing assistance to the Developer in support of the efforts to complete the Infrastructure Project.

The costs incurred by the City in providing tax increment financing assistance to the Developer will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$8,000.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Developer with respect to the construction of the Infrastructure Project and to provide an economic development grant (the “Grant”) to the Developer thereunder. The Grant will be funded with either borrowed funds and/or an internal advance of funds on-hand. In any case, the City’s obligations (the “Obligations”) entered into to fund the Grant may be repaid with incremental property tax revenues to be derived from the Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the funding of the Grant will not exceed \$125,000 plus the Admin Fees and any interest expense incurred by the City on the Obligations.

B.

Name of Project: Dollar General Development Project

Date of Council Approval of Project: November 4, 2025

Description of the Project and Project Site: A private developer (the “Developer”) has proposed to undertake the construction of a Dollar General Store (the “Project”) on certain real property (the “Dollar General Property”) situated at 1300 Tall Grass Avenue in the Urban Renewal Area.

It has been requested that the City provide tax increment financing assistance to the Company in support of the efforts to complete, operate and maintain the Project.

The costs incurred by the City in providing tax increment financing assistance to the Company will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$8,000.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Company with respect to the construction of the Project and to provide an economic development grant (the “Grant”) to the Company thereunder. The Grant will be funded with either borrowed funds and/or an internal advance of funds on-hand. In any case, the City’s obligations (the “Obligations”) entered into to fund the Grant may be repaid with incremental property tax revenues to be derived from the Dollar General Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the funding of the Grant will not exceed \$100,000 plus the Admin Fees and any interest expense incurred by the City on the Obligations.

C.

Name of Project: Medical Clinic Development Project

Date of Council Approval of the Project: November 4, 2025

Description of the Project and Project Site: Iowa Development Group, Inc. (the “Corporation”) has proposed to undertake the construction of a new building (the “Clinic Project”) on certain real property (the “Clinic Property”) bearing Johnson County Property Tax Parcel Identification Number 0627326008 in the Urban Renewal Area for use in the business operations of a University of Iowa medical clinic.

It has been requested that the City provide tax increment financing assistance to the Corporation in support of the efforts to complete the Clinic Project.

The costs incurred by the City in providing tax increment financing assistance to the Corporation will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$8,000.

Description of Use of TIF for the Project: The City intends to enter into a development agreement (the “Agreement”) with the Corporation with respect to the Clinic Project and to provide annual appropriation economic development payments (the “Payments”) to the Corporation thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Clinic Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Clinic Project will not exceed \$400,000, plus the Admin Fees.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$45,942,034</u>
Outstanding general obligation debt of the City:	<u>\$18,625,300</u>
Proposed debt to be incurred in area to be added in connection with this November, 2025 Amendment*:	<u>\$ 649,000</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

CITY OF TIFFIN ORDINANCE NO. 2025-521

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF TIFFIN, IOWA, CHAPTER 160, FLOOD PLAIN MANAGEMENT

BE IT ENACTED by the City Council of the City of Tiffin, Iowa:

Section I. Purpose: The purpose of this ordinance is to adopt and replace Chapter 160, Code of Ordinances, to include the updated ordinance.

Section II. Amendment: Chapter 160 is hereby amended as follows:

CHAPTER 160 FLOOD PLAIN MANAGEMENT

160.01 Definitions

160.02 Statutory Authority, Findings of Fact and Purpose

160.03 General Provisions

160.04 Administration

160.05 Flood Plain Management Standards

160.06 Variance Procedures

160.07 Nonconforming Uses

160.08 Penalties for Violation

160.09 Amendments

160.01 DEFINITIONS. Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

1. “Appurtenant structure” means a structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure

2. “Base flood” means the flood having one percent chance of being equaled or exceeded in any given year and is also commonly referred to as the “100-year flood.”

3. “Base flood elevation” (BFE) means the elevation floodwaters would reach at a particular site during the occurrence of a base flood event.

4. “Basement” means any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Also see “lowest floor.”

5. “Development” means any man-made change to improved or unimproved real estate, including (but not limited to) buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment or materials. “Development” does not include minor projects or routine maintenance of existing buildings and facilities, as defined in this section. It also does not include gardening, plowing, and similar practices that do not involve filling or grading.

6. “Enclosed area below lowest floor” means the floor of the lowest enclosed area in a building when all the following criteria are met:

A. The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of Section 160.05(1)(D)(1) of this chapter.

B. The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking, or storage.

C. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one foot above the base flood elevation.

D. The enclosed area is not a basement as defined in this section.

7. “Existing construction” means any structure for which the start of construction commenced before the effective date of the first floodplain management regulations adopted by the community.
8. “Existing factory-built home park or subdivision” means a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by the community.
9. “Expansion of existing factory-built home park or subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
10. “Factory-built home” means any structure, designed for residential use which is wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For purposes of this chapter, factory-built homes include mobile homes, manufactured homes, and modular homes; and also includes recreational vehicles which are placed on a site for greater than 180 consecutive days and not fully licensed for and ready for highway use.
11. “Factory-built home park or subdivision” means a parcel or contiguous parcels of land divided into two or more factory-built home lots for sale or lease.
12. “Five Hundred (500) year flood” means a flood, the magnitude of which has a two-tenths percent chance of being equaled or exceeded in any given year or which, on average, will be equaled or exceeded at least once every 500 years.
13. “Flood” means a general and temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source.
14. “Flood Insurance Rate Map” (FIRM) means the official map prepared as part of (but published separately from) the Flood Insurance Study which delineates both the flood hazard areas and the risk premium zones applicable to the community.
15. “Flood Insurance Study” (FIS) means a report published by FEMA for a community issued along with the community’s Flood Insurance Rate Map(s). The study contains such background data as the base flood discharge and water surface elevations that were used to prepare the FIRM.
16. “Floodplain” means any land area susceptible to being inundated by water as a result of a flood.
17. “Floodplain management” means an overall program of corrective and preventive measures for reducing flood damages and promoting the wise use of floodplains, including (but not limited to) emergency preparedness plans, flood control works, floodproofing and floodplain management regulations.
18. “Floodproofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures, including utility and sanitary facilities, which will reduce or eliminate flood damage to such structures.
19. “Floodway” means the channel of a river or stream and those portions of the floodplains adjoining the channel, which are reasonably required to carry and discharge flood waters or flood flows so that confinement of flood flows to the floodway area will not cumulatively increase the water surface elevation of the base flood by more than one foot.
20. “Floodway fringe” means those portions of the Special Flood Hazard Area outside the floodway.
21. “Highest adjacent grade” means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
22. “Historic structure” means any structure that is:

- A. Listed individually on the National Register of Historic Places, maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; or
- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or
- C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (1) By an approved State program as determined by the Secretary of the Interior; or
 - (2) Directly by the Secretary of the Interior in states without approved programs.

23. “Lowest floor” means the floor of the lowest enclosed area in a building including a basement except when the criteria listed in the definition of Enclosed Area Below Lowest Floor are met.

24. “Maximum damage potential development” means hospitals and like institutions; buildings or building complexes containing documents, data, or instruments of great public value; buildings or building complexes containing materials dangerous to the public or fuel storage facilities; power installations needed in emergency or other buildings or building complexes similar in nature or use.

25. “Minor projects” means small development activities (except for filling, grading, and excavating) valued at less than \$500.00.

26. “New construction” (new buildings, factory-built home parks, accessory structures) means those structures or development for which the start of construction commenced on or after the effective date of the first floodplain management regulations adopted by the community.

27. “New factory-built home park or subdivision” means a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management regulations adopted by the community.

28. “Recreational vehicle” means a vehicle which is:

- A. Built on a single chassis; and
- B. Four hundred (400) square feet or less when measured at the largest horizontal projection; and
- C. Designed to be self-propelled or permanently towable by a light duty truck; and
- D. Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.

29. “Repetitive Loss” means a structure covered by an NFIP flood insurance policy that has incurred flood-related damages on two occasions during a 10-year period on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on average, equaled or exceed 25% of the market value of the structure at the time of each such flood event.

30. “Routine maintenance of existing buildings and facilities” means repairs necessary to keep a structure in a safe and habitable condition that do not trigger a building permit, provided they are not associated with a general improvement of the structure or repair of a damaged structure. Such repairs include:

- A. Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding.

- B. Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- C. Basement sealing.
- D. Repairing or replacing damaged or broken window panes.
- E. Repairing plumbing systems, electrical systems, heating or air conditioning systems, and repairing wells or septic systems.

31. “Special Flood Hazard Area” (SFHA) means the land within a community subject to the base flood. This land is identified on the community’s Flood Insurance Rate Map as Zone A, A1-30, AE, AH, AO, AR, and/or A99.

32. “Start of construction” includes substantial improvement, and means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date. The actual start means either the first placement or permanent construction of a structure on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or the placement of a factory-built home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

33. “Structure” means anything constructed or erected on the ground or attached to the ground, including (but not limited to) buildings, factories, sheds, cabins, factory-built homes, storage tanks, grain storage facilities, and/or other similar uses.

34. “Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the estimated cost of repair.

35. “Substantial improvement” means any improvement to a structure which satisfies either of the following criteria:

- A. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either: (i) before the start of construction of the improvement; or (ii) if the structure has been substantially damaged and is being restored, before the damage occurred.

The term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.

- B. Any addition which increases the original floor area of a building by 25 percent or more. All additions constructed after the effective date of the first floodplain management regulations adopted by the community shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent.

36. “Variance” means a grant of relief by a community from the terms of the floodplain management regulations.

37. “Violation” means the failure of a structure or other development to be fully compliant with the community’s floodplain management regulations.

160.02 STATUTORY AUTHORITY, FINDINGS OF FACT AND PURPOSE.

1. The Legislature of the State of Iowa has in Chapter 364, *Code of Iowa*, as amended, delegated the power to cities to exercise any power and perform any function it deems appropriate

to protect and preserve the rights, privileges and property of the City or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort and convenience of its residents.

2. Findings of Fact.

A. The flood hazard areas of the City are subject to periodic inundation which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base all of which adversely affect the public health, safety and general welfare of the community.

B. These flood losses, hazards, and related adverse effects are caused by:

(1) The occupancy of flood hazard areas by uses vulnerable to flood damages which create hazardous conditions as a result of being inadequately elevated or otherwise protected from flooding; and

(2) The cumulative effect of obstructions on the floodplain causing increases in flood heights and velocities.

C. This chapter relies upon engineering methodology for analyzing flood hazards which is consistent with the standards established by the Department of Natural Resources.

3. Statement of Purpose. It is the purpose of this chapter to protect and preserve the rights, privileges, and property of the City and its residents and to preserve and improve the peace, safety, health, welfare, and comfort and convenience of its residents by minimizing those flood losses described in Section 160.02(A) with provisions designed to:

A. Reserve sufficient floodplain area for the conveyance of flood flows so that flood heights and velocities will not be increased substantially.

B. Restrict or prohibit uses which are dangerous to health, safety, or property in times of flood or which cause excessive increases in flood heights or velocities.

C. Require that uses vulnerable to floods, including public facilities which serve such uses, be protected against flood damage at the time of initial construction or substantial improvement.

D. Protect individuals from buying lands which may not be suited for intended purposes because of flood hazard.

E. Assure that eligibility is maintained for property owners in the community to purchase flood insurance through the National Flood Insurance Program.

160.03 GENERAL PROVISIONS.

1. Lands to Which Ordinance Apply. The provisions of this Ordinance shall apply to all lands and development which have significant flood hazards. The Flood Insurance Rate Map (FIRM) for Johnson County and Incorporated Areas, City of Tiffin, Panels 19103C0154F, 19103C0158F, 19103C0159F, 19103C0160F, 19103C0166F, and 19103C0167F, dated December 26, 2025, which were prepared as part of the Johnson County Flood Insurance Study, shall be used to identify such flood hazard areas and all areas shown thereon to be within the boundaries of the base flood shall be considered as having significant flood hazards. The Johnson County Flood Insurance Study is hereby adopted by reference and is made a part of this ordinance for the purpose of administering floodplain management regulations.

2. Rules for Interpretation of Flood Hazard Boundaries. The boundaries of the Special Flood Hazard areas shall be determined by scaling distances on the official Flood Insurance Rate Map. Where uncertainty exists with respect to the precise location of the base flood boundary, the location shall be determined on the basis of the base flood elevation at the particular site in question. When an interpretation is needed as to the exact location of a boundary, the Administrator shall make the necessary interpretation. The Council shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Administrator in the enforcement or administration of this chapter.

3. Compliance. No structure or land shall hereafter be used and no structure shall be located, extended, converted, or structurally altered without full compliance with the terms of this chapter and other applicable regulations which apply to uses within the jurisdiction of this chapter.
4. Abrogation and Greater Restrictions. It is not intended by this chapter to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter imposes greater restrictions, the provision of this chapter shall prevail. All other ordinances inconsistent with this chapter are hereby repealed to the extent of the inconsistency only.
5. Interpretation. In their interpretation and application, the provisions of this chapter shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by State statutes.
6. Warning and Disclaimer of Liability. The standards required by this chapter are considered reasonable for regulatory purposes. This chapter does not imply that areas outside the designated special flood hazard areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the City or any officer or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.
7. Severability. If any section, clause, provision, or portion of this chapter is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this chapter shall not be affected thereby.

160.04 ADMINISTRATION.

1. Appointment, Duties and Responsibilities of Local Official
 - A. The Mayor is hereby appointed to implement and administer the provisions of this chapter and will herein be referred to as the Administrator.
 - B. Duties and responsibilities of the Administrator shall include, but not necessarily be limited to the following:
 - (1) Review all floodplain development permit applications to assure that the provisions of this chapter will be satisfied.
 - (2) Review floodplain development applications to assure that all necessary permits have been obtained from federal, state and local governmental agencies including approval when required from the Department of Natural Resources for floodplain construction.
 - (3) Record and maintain a record of
 - a. The elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of all new or substantially improved structures; or
 - b. The elevation to which new or substantially improved **structures** have been floodproofed.
 - (4) Notify adjacent communities/counties and the Department of Natural Resources prior to any proposed alteration or relocation of a watercourse and submit evidence of such notifications to the Federal Emergency Management Agency.
 - (5) Keep a record of all permits, appeals and such other transactions and correspondence pertaining to the administration of this chapter.
 - (6) Submit to the Federal Insurance Administrator an annual report concerning the community's participation, utilizing the annual report form supplied by the Federal Insurance Administrator.
 - (7) Notify the Federal Insurance Administrator of any annexations or modifications to the community's boundaries.
 - (8) Review subdivision proposals to ensure such proposals are consistent with the purpose of this chapter and advise the Council of potential conflicts.

(9) Maintain the accuracy of the community's Flood Insurance Rate Maps when;

a. Development placed within the floodway results in any of the following:

i. An increase in the Base Flood Elevations; or

ii. Alteration to the floodway boundary

b. Development placed in Zones A, AE, AH, and A1-30 that does not include a designated floodway that will cause a rise of more than one foot in the base elevation; or

c. Development relocates or alters the channel.

Within six months of the completion of the development, the applicant shall submit to FEMA all scientific and technical data necessary for a Letter of Map Revision.

(10) Perform site inspections to ensure compliance with the standards of this Chapter.

(11) Forward all requests for Variances to the Council for consideration. Ensure all requests include the information ordinarily submitted with applications as well as any additional information deemed necessary to the Council.

2. Floodplain Development Permit

A. Permit Required - A Floodplain Development Permit issued by the Administrator shall be secured prior to any floodplain development (any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, filling, grading, paving, storage of materials and equipment, excavation or drilling operations), including the placement of factory-built homes.

B. Application for Permit - Application shall be made on forms furnished by the Administrator and shall include the following:

(1) Description of the work to be covered by the permit for which application is to be made.

(2) Description of the land on which the proposed work is to be done (i.e., lot, block, track, street address or similar description) that will readily identify and locate the work to be done.

(3) Location and dimensions of all structures and additions

(4) Indication of the use or occupancy for which the proposed work is intended.

(5) Elevation of the base flood.

(6) Elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of structures or of the level to which a structure is to be floodproofed.

(7) For structures being improved or rebuilt, the estimated cost of improvements and market value of the structure prior to the improvements.

(8) Such other information as the Administrator deems reasonably necessary (e.g., drawings or a site plan) for the purpose of this chapter.

C. Action on Permit Application. The Administrator shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable standards of this chapter and shall approve or disapprove the application. For disapprovals, the applicant shall be informed, in writing, of the specific reasons therefore. The Administrator shall not issue permits for variances except as directed by the Council.

D. Construction and Use to Be as Provided in Application and Plans. Floodplain development permits based on the basis of approved plans and applications authorize only the use, arrangement, and construction set forth in such approved plans and applications and no other use, arrangement, or construction. Any use, arrangement, or construction at variance with that authorized shall be deemed a violation of this

chapter. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the State of Iowa, that the finished fill, **structure** floor elevations, floodproofing, or other flood protection measures were accomplished in compliance with the provisions of this chapter, prior to the use or occupancy of any structure.

160.05 FLOOD PLAIN MANAGEMENT STANDARDS.

1. General Floodplain Standards. All **development** must be consistent with the need to minimize flood damage and meet the following applicable performance standards. Where **base flood elevations** have not been provided in the Flood Insurance Study, the Iowa Department of Natural Resources shall be contacted to determine (i) whether the land involved is either wholly or partly within the floodway or floodway fringe and (ii) the **base flood elevation**. **Until a regulatory floodway is designated, no development may increase the Base Flood Elevation more than one (1) foot.** The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determination. **Review by the Iowa Department of Natural Resources is not required for the proposed construction of new or replacement bridges or culverts where (i) the bridge or culvert is located on a stream that drains less than two square miles, and (ii) the bridge or culvert is not associated with a channel modification that constitutes a channel change as specified in 567-71.2(2), Iowa Administrative Code.**

A. All development shall:

- (1) Be designed and adequately anchored to prevent flotation, collapse, or lateral movement.
- (2) Use construction methods and practices that will minimize flood damage.
- (3) Use construction materials and utility equipment that are resistant to flood damage.

B. Residential **Structures**. All new or substantially improved residential structures shall have the lowest floor, including basement, elevated a minimum of one foot above the **base flood elevation**. Construction shall be upon compacted fill which shall, at all points, be no lower than one foot above the **base flood elevation** and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating (such as piers **or extended foundations**) may be allowed where existing topography, street grades, or other factors preclude elevating by fill. In such cases, the methods used must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding. **All new residential structures located in areas that would become isolated due to flooding of surrounding ground shall be provided with a means of access that will be passable by wheeled vehicles during the base flood. However, this criterion shall not apply where the Floodplain Administrator determines there is sufficient flood warning time for the protection of life and property. When estimating flood warning time, consideration shall be given to the criteria listed in 567-75.2(3), Iowa Administrative Code.**

C. Nonresidential **Structures**. All new or substantially improved nonresidential **structures** shall have the lowest floor (including basement) elevated a minimum of one foot above the **base flood elevation**, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the **base flood**; and that the structure, below the **base flood elevation** is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the Floodplain Administrator.

D. All New and Substantially Improved Structures:

(1) Fully enclosed areas below the lowest floor (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:

- a. A minimum of two (2) openings, with positioning on at least two (2) walls, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
- b. The bottom of all openings shall be no higher than one foot above grade.
- c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic entry and exit of floodwaters.

Where the distance between the floor and ceiling of the fully enclosed area below the “lowest floor” is (FIVE (5) feet or more, the applicant shall be required to sign and record with the Johnson County Recorder a Non-Conversion Agreement that ensures the lower enclosed area remains compliant with the criteria outlined in this subsection.

(2) New and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

(3) New and substantially improved structures shall be constructed with electric meter, electrical service panel box, hot water heater, heating, air conditioning, ventilation equipment (including ductwork), and other similar machinery and equipment elevated (or in the case on non-residential structures, optionally floodproofed to) a minimum of one (1) foot above the base flood elevation.

(4) New and substantially improved structures shall be constructed with plumbing, gas lines, water/gas meters and other similar service utilities either elevated (or in the case of non-residential structures, optionally floodproofed to) a minimum of one (1) foot above the base flood elevation or designed to be watertight and withstand inundation to such a level.

E. Factory-Built Homes:

(1) All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one foot above the base flood elevation.

(2) All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral movement. Anchorage systems may include, but are not limited to, use of over-the-top or frame ties to ground anchors as required by the *State Building Code*.

F. Utility and Sanitary Systems:

(1) On-site waste disposal and water supply systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.

(2) All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system as well as the discharge of effluent into flood waters. Wastewater treatment facilities (other than

on-site systems) shall be provided with a level of flood protection equal to or greater than one foot above the **base flood elevation**.

(3) New or replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system. Water supply treatment facilities (other than on-site systems) shall be provided with a level of protection equal to or greater than one foot above the **base flood elevation**.

(4) Utilities such as gas or electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.

G. **Storage of Equipment and Materials.** Storage of equipment and materials that are flammable, explosive, or injurious to human, animal, or plant life is prohibited unless elevated a minimum of one foot above the **base flood elevation**. Other material and equipment must either be similarly elevated or:

(1) Not subject to major flood damage and anchored to prevent movement due to flood waters; or

(2) Readily removable from the area within the time available after flood warning.

H. **Flood Control Structures.** Flood control structural works such as levees, flood walls, etc. shall provide, at a minimum, protection from the **base flood** with a minimum of three feet of design freeboard and shall provide for adequate interior drainage. In addition, the Department of Natural Resources shall approve structural flood control works.

I. **Watercourse Alterations.** Watercourse alterations or relocations must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, the Department of Natural Resources must approve such alterations or relocations.

J. **Subdivision.** Subdivisions (including factory-built home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals (including the installation of public utilities) shall meet the applicable performance standards of this chapter. Subdivision proposals intended for residential use shall provide all lots with a means of access which will be passable by wheeled vehicles during the **base flood**. Proposals for subdivisions greater than five acres or 50 lots (whichever is less) shall include **base flood elevation** data for those areas located within the Special Flood Hazard Area.

K. **Accessory Structures to Residential Uses.**

(1) Detached garages, sheds, and similar structures that are incidental to a residential use are not exempt from the base flood elevation requirements.

L. **Recreational Vehicles.** Recreational vehicles are exempt from the requirements of Section 160.05(E) regarding anchoring and elevation of factory-built homes when the following criteria are satisfied.

(1) The recreational vehicle shall be located on the site for less than 180 consecutive days; and

(2) The recreational vehicle must be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system and is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

Recreational vehicles that are located on the site for more than 180 consecutive days or are not ready for highway use must satisfy requirements of Section 160.05(E) regarding anchoring and elevation of factory-built homes.

M. **Pipeline Crossings.** Pipeline river and stream crossings shall be buried in the streambed and banks, or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering.

N. Maximum Damage Potential Development. All new or substantially improved maximum damage potential development shall have the lowest floor (including basement) elevated a minimum of one foot above the elevation of the 500-year flood, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the two-tenths percent annual chance flood; and that the structure, below the two-tenths percent annual chance flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the Administrator. Where two-tenths percent chance flood elevation data has not been provided in the Flood Insurance Study, the Iowa Department of Natural Resources shall be contacted to compute such data. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determinations.

2. Special Floodway Provisions. In addition to the General Floodplain Standards, development within the floodway must meet the following applicable standards. The floodway is that portion of the floodplain which must be protected from developmental encroachment to allow the free flow of flood waters. Where floodway data has been provided in the Flood Insurance Study, such data shall be used to define the floodway. Where no floodway data has been provided, the Department of Natural Resources shall be contacted to provide a floodway delineation. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determination.
 - A. No development shall be permitted in the floodway that would result in any increase in the base flood elevation. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
 - B. All development within the floodway shall:
 - (1) Be consistent with the need to minimize flood damage.
 - (2) Use construction methods and practices that will minimize flood damage.
 - (3) Use construction materials and utility equipment that are resistant to flood damage.
 - C. No development shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch or any other drainage facility or system.
 - D. Structures, buildings, recreational vehicles, and sanitary and utility systems, if permitted, shall meet the applicable General Floodplain standards and shall be constructed or aligned to present the minimum possible resistance to flood flows.
 - E. Structures, if permitted, shall have a low flood damage potential and shall not be for human habitation.
 - F. Storage of materials or equipment that are buoyant, flammable, explosive or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed if readily removable from the floodway within the time available after flood warning.
 - G. Watercourse alterations or relocations (channel changes and modifications) must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the Department of Natural Resources.

- H. Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.
- I. Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.

160.06 VARIANCE PROCEDURES.

1. The Council may authorize upon request in specific cases such variances from the terms of this chapter that will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this Ordinance will result in unnecessary hardship. Variances granted must meet the following applicable standards.
 - A. Variances shall only be granted upon: (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local codes or ordinances.
 - B. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood would result. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
 - C. Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - D. In cases where the variance involves a lower level of flood protection for structures than what is ordinarily required by this chapter, the applicant shall be notified in writing over the signature of the Administrator that: (i) the issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction increases risks to life and property.
 - E. All variances granted shall have the concurrence or approval of the Department of Natural Resources.
2. Factors Upon Which the Decision of the Council Shall be Based - In passing upon applications for Variances, the Council shall consider all relevant factors specified in other sections of this Ordinance and:
 - A. The danger to life and property due to increased flood heights or velocities caused by encroachments.
 - B. The danger that materials may be swept on to other land or downstream to the injury of others.
 - C. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
 - D. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 - E. The importance of the services provided by the proposed facility to the City.
 - F. The requirements of the facility for a floodplain location.

- G. The availability of alternative locations not subject to flooding for the proposed use.
 - H. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
 - I. The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
 - J. The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - K. The expected heights, velocity, duration, rate of rise and sediment transport of the flood water expected at the site.
 - L. The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities (sewer, gas, electrical and water systems), facilities, streets and bridges.
 - M. Such other factors which are relevant to the purpose of this chapter.
3. Conditions Attached to Variances - Upon consideration of the factors listed above, the Council may attach such conditions to the granting of variances as it deems necessary to further the purpose of this chapter. Such conditions may include, but not necessarily be limited to:
- A. Modification of waste disposal and water supply facilities.
 - B. Limitation of periods of use and operation.
 - C. Imposition of operational controls, sureties, and deed restrictions.
 - D. Requirements for construction of channel modifications, dikes, levees, and other protective measures, provided such are approved by the Department of Natural Resources and are deemed the only practical alternative to achieving the purpose of this chapter.
 - E. Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The Council shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area.

160.07 NONCONFORMING USES.

1. A structure or the use of a structure or premises which was lawful before the passage or amendment of the ordinance codified in this chapter, but which is not in conformity with the provisions of this chapter, may be continued subject to the following conditions:
 - A. If such use is discontinued for six consecutive months, any future use of the building premises shall conform to this chapter.
 - B. Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.
2. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50 percent of the market value of the structure before the damage occurred, unless it is reconstructed in conformity with the provisions of this chapter. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building or safety codes or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, provided that the alteration shall not preclude its continued designation

Except as provided in 160.07(1)(B), any use which has been permitted as a variance shall be considered a conforming use.

160.08 PENALTIES FOR VIOLATION. Violations of the provisions of this chapter or failure to comply with any of the requirements shall constitute a misdemeanor. Any person who violates this chapter or fails to comply with any of its requirements shall upon conviction thereof be fined not more than (\$500.00) or imprisoned for not more than (30) days. Nothing herein contained prevent the City from taking such other lawful action as is necessary to prevent or remedy violation.

160.09 AMENDMENTS. The regulations and standards set forth in this chapter may from time to time be amended, supplemented, changed, or repealed. No amendment, supplement, change, or modification shall be undertaken without prior approval of the Department of Natural Resources.

Section III. Repealer. All ordinances or parts of ordinance in conflict with the provisions of this Ordinance are hereby repealed.

Section IV. Severability Clause. 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 V. When Effective. This ordinance shall be in effect after its final passage, approval, and posting as provided by law.

On the 7th day of October 2025, at a regular meeting of the Tiffin City Council, Tiffin, Iowa, Councilperson Havens introduced Ordinance No. 2025-521, and moved that it be given its first reading. The motion was seconded by Councilperson Orris.
Ayes: Olney, Schnedler, Limkemann, Havens, Orris.
Nays: None.

Five members of the Council being present and having voted "Aye", Mayor Tim Kasperek declared the motion carried, and Ordinance No. 2025-521, was read the first time, discussed, and placed on record.

On the 21st day of October 2025, at a regular meeting of the Tiffin City Council, Tiffin, Iowa, Councilperson Limkemann introduced Ordinance No. 2025-521, and moved that it be given its second reading. The motion was seconded by Councilperson Orris.
Ayes: Havens, Orris, Olney, Schnedler, Limkemann.
Nays: None.

Five members of the Council being present and having voted "Aye", Mayor Tim Kasperek declared the motion carried, and Ordinance No. No. 2025-521, was read the second time and discussed and placed on record.

On the ___ day of November 2025, at a regular meeting of the Tiffin City Council, Tiffin, Iowa, Councilperson Limkemann introduced Ordinance No. 2025-521, and moved that it be given its third and last reading. The motion was seconded by Councilperson Orris.

Ayes:
Nays:

Whereupon the Mayor declared that Ordinance No. 2025-521 be adopted and signified his approval of same by fixing his signature thereto. Passed by the Council on the ___ day of November 2025 and approved by the Mayor on the ___ day of November 2025.

CITY OF TIFFIN, IOWA:

By: _____
TIM KASPAREK, Mayor

ATTEST:

Abigail Hora, City Clerk

I, Abigail Hora, City Clerk of the City of Tiffin, Iowa, state that an ordinance entitled AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF TIFFIN, IOWA, CHAPTER 160, FLOOD PLAIN MANAGEMENT, and known as No. 2025-521 was duly passed by the Council on the __ day of November 2025, and signed by the Mayor on the __ day of November 2025, and published on the __ day of November 2025, by posting copies thereof in three public places within the limits of the City of Tiffin, Iowa. That I posted copies of Ordinance No. 2025-521 in the following places:

The Depot, Tiffin, Iowa
Casey's, Tiffin, Iowa
Solon State Bank, Tiffin, Iowa

Abigail Hora, City Clerk



AGENDA INFORMATION TIFFIN CITY COUNCIL COMMUNICATION

DATE:	October 31, 2025
AGENDA ITEM:	Resolution 2025-082 – A Resolution to Approve Urban Renewal Plan Amendment for the Tiffin Urban Renewal Area
ACTION:	Approval

Purpose

To conduct a public hearing and consider approval of a proposed amendment to the Urban Renewal Plan for the Tiffin Urban Renewal Area. The amendment identifies three new economic development projects eligible for tax increment financing (TIF) support.

Background

The City of Tiffin has prepared an amendment to its Urban Renewal Plan to include the following projects:

1. Honey Lane Development LLC – Phase 2 Project
 - Commercial development supported by public infrastructure improvements.
 - TIF assistance not to exceed \$125,000 plus administrative fees and interest.
 - Parcel ID: 0633277002
2. Dollar General Development Project
 - Construction of a new Dollar General store at 1300 Tall Grass Avenue.
 - TIF assistance not to exceed \$100,000 plus administrative fees and interest.
3. Medical Clinic Development Project
 - Construction of a new building for a University of Iowa medical clinic by Iowa Development Group, Inc.
 - TIF assistance not to exceed \$400,000 plus administrative fees.
 - Parcel ID: 0627326008

Each project will be supported through development agreements and funded via economic development grants or annual appropriation payments using incremental property tax revenues.

Recommendation

Staff recommends approval of the Urban Renewal Plan Amendment as presented. The proposed projects align with the City’s planning objectives and support continued economic growth in the Urban Renewal Area.

ATTACHMENTS: Resolution, Urban Renewal Plan Amendment

October 31, 2025

VIA EMAIL

Doug Boldt
City Administrator/City Hall
Tiffin, Iowa

Re: November, 2025 Amendment to the Tiffin Urban Renewal Area
Our File No. 436989-51

Dear Doug:

Attached please find proceedings covering the City Council's action in holding a public hearing on and adopting a resolution to approve the November, 2025 urban renewal plan amendment.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact John Danos or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Abigail Hora

HEARING ON AND APPROVAL OF
AMENDMENT TO THE TIFFIN URBAN
RENEWAL AREA

436989-51

Tiffin, Iowa

November 4, 2025

The City Council of the City of Tiffin, Iowa, met on November 4, 2025, at 7:00 p.m., at the Springmier Community Library, 311 West Marengo Road, Tiffin, Iowa, for the purpose of conducting a public hearing on a proposed urban renewal plan amendment.

The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the City Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled “Resolution to Approve Urban Renewal Plan Amendment for the Tiffin Urban Renewal Area,” seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO.2025-082

Resolution to Approve Urban Renewal Plan Amendment for the Tiffin Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the “Urban Renewal Law”), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of Tiffin, Iowa (the “City”), by prior resolution established the Tiffin Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (1) providing an economic development grant to Honey Lane Development, LLC (“Honey Lane”), in connection with the construction by Honey Lane of certain public infrastructure improvements necessary to support commercial development; (2) providing an economic development grant to a private developer (the “Developer”) in connection with the construction by the Developer of a Dollar General Store; and (3) providing tax increment financing support to Iowa Development Group, Inc. (the “Corporation”) in connection with the construction by the Corporation of a new building for use in the business operations of a University of Iowa medical clinic; and

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on November 4, 2025; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Johnson County and the Clear Creek Amana Community School District; the consultation meeting was held on October 15, 2025; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Tiffin, Iowa, as follows:

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The proposed Amendment and the projects and initiatives described therein conform to the general plan of the municipality as a whole; and

B. The proposed economic development projects described in the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives; and

C. It is not intended that families will be displaced as a result of the City's undertakings under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved November 4, 2025.

Mayor

Attest:

City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

• • • •

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
JOHNSON COUNTY
CITY OF TIFFIN

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Tiffin, Iowa and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving the urban renewal plan amendment for the Tiffin Urban Renewal Area in the City of Tiffin, Iowa.

WITNESS MY HAND this ____ day of _____, 2025.

City Clerk

CITY OF TIFFIN, IOWA
URBAN RENEWAL PLAN AMENDMENT
TIFFIN URBAN RENEWAL AREA

November, 2025

The Urban Renewal Plan (the “Plan”) for the Tiffin Urban Renewal Area (the “Urban Renewal Area”) of the City of Tiffin, Iowa (the “City”) is being amended for the purpose of identifying new urban renewal projects to be undertaken therein.

1) Identification of Urban Renewal Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

A.

Name of Project: Honey Lane Development LLC Phase 2 Project

Date of Council Approval of Project: November 4, 2025

Description of the Project and Project Site: Honey Lane Development LLC (the “Developer”) has proposed to undertake the development of certain real property (the “Property”) bearing Johnson County Property Tax Parcel Identification Number 0633277002 in the Urban Renewal Area for future commercial uses (the “Commercial Project”). The Developer will undertake the construction of certain public infrastructure improvements (the “Infrastructure Project”) necessary to support the commercial development of the Property.

It has been requested that the City provide tax increment financing assistance to the Developer in support of the efforts to complete the Infrastructure Project.

The costs incurred by the City in providing tax increment financing assistance to the Developer will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$8,000.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Developer with respect to the construction of the Infrastructure Project and to provide an economic development grant (the “Grant”) to the Developer thereunder. The Grant will be funded with either borrowed funds and/or an internal advance of funds on-hand. In any case, the City’s obligations (the “Obligations”) entered into to fund the Grant may be repaid with incremental property tax revenues to be derived from the Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the funding of the Grant will not

exceed \$125,000 plus the Admin Fees and any interest expense incurred by the City on the Obligations.

B.

Name of Project: Dollar General Development Project

Date of Council Approval of Project: November 4, 2025

Description of the Project and Project Site: A private developer (the “Developer”) has proposed to undertake the construction of a Dollar General Store (the “Project”) on certain real property (the “Dollar General Property”) situated at 1300 Tall Grass Avenue in the Urban Renewal Area.

It has been requested that the City provide tax increment financing assistance to the Company in support of the efforts to complete, operate and maintain the Project.

The costs incurred by the City in providing tax increment financing assistance to the Company will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$8,000.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Company with respect to the construction of the Project and to provide an economic development grant (the “Grant”) to the Company thereunder. The Grant will be funded with either borrowed funds and/or an internal advance of funds on-hand. In any case, the City’s obligations (the “Obligations”) entered into to fund the Grant may be repaid with incremental property tax revenues to be derived from the Dollar General Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the funding of the Grant will not exceed \$100,000 plus the Admin Fees and any interest expense incurred by the City on the Obligations.

C.

Name of Project: Medical Clinic Development Project

Date of Council Approval of the Project: November 4, 2025

Description of the Project and Project Site: Iowa Development Group, Inc. (the “Corporation”) has proposed to undertake the construction of a new building (the “Clinic Project”) on certain real property (the “Clinic Property”) bearing Johnson County Property Tax Parcel Identification Number 0627326008 in the Urban Renewal Area for use in the business operations of a University of Iowa medical clinic.

It has been requested that the City provide tax increment financing assistance to the Corporation in support of the efforts to complete the Clinic Project.

The costs incurred by the City in providing tax increment financing assistance to the Corporation will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$8,000.

Description of Use of TIF for the Project: The City intends to enter into a development agreement (the “Agreement”) with the Corporation with respect to the Clinic Project and to provide annual appropriation economic development payments (the “Payments”) to the Corporation thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Clinic Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Clinic Project will not exceed \$400,000, plus the Admin Fees.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$45,942,034</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed debt to be incurred in area to be added in connection with this November, 2025 Amendment*:	<u>\$ 649,000</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.



AGENDA INFORMATION TIFFIN CITY COUNCIL COMMUNICATION

DATE:	October 29, 2025
AGENDA ITEM:	Resolution 2025-083 – A Resolution Approving at 28E Between the City of North Liberty and the City of Tiffin for Cost Sharing for Certain Firefighting Protective Equipment
ACTION:	Approval

Purpose

To seek Council approval of a Chapter 28E Agreement between the City of Tiffin and the City of North Liberty for the shared use and cost allocation of a quantitative fit tester used for SCBA (Self-Contained Breathing Apparatus) gear.

Background

The City of North Liberty owns a quantitative fit tester that is used to ensure the effectiveness of SCBA gear for its fire department. The City of Tiffin Fire Department also requires access to this specialized equipment to maintain safety standards for its volunteer firefighters.

This agreement formalizes a cost-sharing arrangement between the two cities to:

- Allow Tiffin access to North Liberty's fit tester
- Share annual calibration and maintenance costs
- Share repair and replacement costs when necessary

Key Terms of the Agreement

- **Annual Calibration & Maintenance:** North Liberty will coordinate calibration and maintenance; Tiffin will reimburse 50% of the costs.
- **Repair & Replacement:** Costs due to wear or end-of-life replacement will be split 50/50. Estimated replacement cost is \$14,000.
- **Termination Clause:** Either party may terminate with 30 days' written notice. If the unit has been replaced, Tiffin will be reimbursed for 50% of the remaining prorated value.
- **No Separate Entity:** The agreement does not create a new legal entity. Each City Administrator will oversee their respective responsibilities.
- **Effective Date:** Upon approval by both City Councils and filing with the Iowa Secretary of State per Chapter 28E requirements.

Recommendation

Fire Marshal Erb recommends approval of the resolution authorizing the Mayor and City Clerk to execute the 28E Agreement with the City of North Liberty.

ATTACHMENTS: Resolution, 28E Agreement

RESOLUTION NO. 2025-084

A RESOLUTION APPROVING THE TRANSFER OF PROCEEDS FROM THE SALE OF CITY EQUIPMENT INTO THE FIRE DEPARTMENT SAVINGS ACCOUNT

WHEREAS, the City of Tiffin (hereinafter "City") is a municipal corporation under Iowa law; and,

WHEREAS, the City has sold City equipment in the total amount of \$100,000; and,

WHEREAS, the proceeds from said sale are to be used to help fund future major equipment and vehicle purchases for the fire department; and,

WHEREAS, the City Council finds it appropriate and in the best interest of the City to transfer the funds received from the sale of City equipment into the fire department savings account; and,

Now, therefore be it resolved by the City Council of the City of Tiffin, Iowa, as follows:

1. The City Council hereby authorizes and approves the transfer of \$100,000 from the sale of City equipment into the fire department savings account.
2. The City Clerk and City Administrator are authorized to execute all necessary financial transactions to complete this transfer.
3. Said funds shall be available for lawful expenditures as approved and budgeted by the City Council.

On the 4th day of November, 2025, at a regular meeting of the Tiffin City Council, Tiffin, Iowa, Councilperson ____ introduced **RESOLUTION NO. 2025-084, A RESOLUTION APPROVING THE TRANSFER OF PROCEEDS FROM THE SALE OF CITY EQUIPMENT INTO THE FIRE DEPARTMENT SAVINGS ACCOUNT**, and made a motion for approval. Motion seconded by Councilperson ____.

Ayes:

Nays:

Absent:

Whereupon ____ Council members were present and voted approval and Mayor Kasparek declared that **RESOLUTION NO. 2025-084, A RESOLUTION APPROVING THE TRANSFER OF PROCEEDS FROM THE SALE OF CITY EQUIPMENT INTO THE FIRE DEPARTMENT SAVINGS ACCOUNT**, to be adopted and signified his approval of the same by affixing his signature thereto.

Passed by the City Council on the 4th day of November, 2025.

City of Tiffin

Tim Kasparek, Mayor

ATTEST: _____
Abigail Hora, City Clerk



AGENDA INFORMATION
TIFFIN CITY COUNCIL COMMUNICATION

DATE:	October 31, 2025
AGENDA ITEM:	Resolution 2025-084 – A Resolution Approving the Tranfer of Proceeds from the Sale of City Equipment to the Fire Department Saving Account
ACTION:	Approval

Purpose

The purpose of this resolution is to authorize the transfer of \$100,000 in proceeds from the sale of City equipment into the Fire Department savings account. These funds are intended to support future major equipment and vehicle purchases for the department.

The City of Tiffin recently sold surplus fire department equipment, generating \$100,000 in revenue. The Fire Department has ongoing and future capital needs, including the replacement of aging vehicles and acquisition of specialized equipment. Establishing a dedicated savings account for these funds ensures fiscal responsibility and transparency in planning for these expenditures.

Recommendation

Staff recommends approval of Resolution No. 2025-084 to formally transfer the proceeds into the Fire Department savings account. This action aligns with the City’s long-term financial planning and supports the operational readiness of the Fire Department.

ATTACHMENTS: Resolution

RESOLUTION NO. 2025-084

A RESOLUTION APPROVING THE TRANSFER OF PROCEEDS FROM THE SALE OF CITY EQUIPMENT INTO THE FIRE DEPARTMENT SAVINGS ACCOUNT

WHEREAS, the City of Tiffin (hereinafter "City") is a municipal corporation under Iowa law; and,

WHEREAS, the City has sold City equipment in the total amount of \$100,000; and,

WHEREAS, the proceeds from said sale are to be used to help fund future major equipment and vehicle purchases for the fire department; and,

WHEREAS, the City Council finds it appropriate and in the best interest of the City to transfer the funds received from the sale of City equipment into the fire department savings account; and,

Now, therefore be it resolved by the City Council of the City of Tiffin, Iowa, as follows:

1. The City Council hereby authorizes and approves the transfer of \$100,000 from the sale of City equipment into the fire department savings account.
2. The City Clerk and City Administrator are authorized to execute all necessary financial transactions to complete this transfer.
3. Said funds shall be available for lawful expenditures as approved and budgeted by the City Council.

On the 4th day of November, 2025, at a regular meeting of the Tiffin City Council, Tiffin, Iowa, Councilperson ____ introduced **RESOLUTION NO. 2025-084, A RESOLUTION APPROVING THE TRANSFER OF PROCEEDS FROM THE SALE OF CITY EQUIPMENT INTO THE FIRE DEPARTMENT SAVINGS ACCOUNT**, and made a motion for approval. Motion seconded by Councilperson ____.

Ayes:

Nays:

Absent:

Whereupon ____ Council members were present and voted approval and Mayor Kasperek declared that **RESOLUTION NO. 2025-084, A RESOLUTION APPROVING THE TRANSFER OF PROCEEDS FROM THE SALE OF CITY EQUIPMENT INTO THE FIRE DEPARTMENT SAVINGS ACCOUNT**, to be adopted and signified his approval of the same by affixing his signature thereto.

Passed by the City Council on the 4th day of November, 2025.

City of Tiffin

Tim Kasperek, Mayor

ATTEST: _____
Abigail Hora, City Clerk



**AGENDA INFORMATION
TIFFIN CITY COUNCIL COMMUNICATION**

DATE:	October 31, 2025
AGENDA ITEM:	Resolution 2025-085 – Resolution Authorizing Economic Development Grant Agreement with Honey Lane Development, LLC and Authorizing Internal Advance for Funding of Economic Development Grant Thereunder
ACTION:	Approval

Background

Honey Lane Development, LLC has undertaken the construction of public infrastructure improvements within the Tiffin Urban Renewal Area to support future commercial development. The Developer has requested financial assistance from the City in the form of an Economic Development Grant to offset costs associated with the infrastructure improvements.

Chapter 15A of the Code of Iowa permits cities to provide financial assistance for economic development purposes, provided that a public purpose is reasonably accomplished. The City Council must consider factors such as job creation, economic diversity, and public benefits when approving such assistance.

Agreement Highlights

- Developer agrees to promote commercial development and dedicate completed infrastructure to the City.
- City retains inspection rights and must formally accept the infrastructure before disbursement.
- Developer must submit a Grant Disbursement Request with documentation of eligible costs.
- City will review and approve costs up to the maximum grant amount of \$125,000.
- Developer must remain current on property taxes throughout the term of the agreement.
- Default provisions allow the City to withhold funds or terminate the agreement if obligations are not met.

Recommendation

Staff recommends approval of Resolution No. 2025-085 authorizing the Economic Development Grant Agreement with Honey Lane Development, LLC and the internal advance of funds to support the project.

ATTACHMENTS: Resolution, Agreement

October 31, 2025

Via Email

Doug Boldt
City Administrator/City Hall
Tiffin, Iowa

Re: Resolution Authorizing Development Agreement
Honey Lane Development, LLC
Our File No. 436989-51

Dear Doug:

We have prepared the attached proceedings providing for the adoption of a resolution by the City Council authorizing the funding of the economic development grant to Honey Lane Development, LLC in compliance with Chapter 15A of the Code of Iowa.

As soon as possible after the City Council meeting, please return one fully executed copy these proceedings to wingfield.nathaniel@dorsey.com.

Please call John Danos or me with any questions.

Kind regards,

Amy Bjork

Attachment

cc: Abigail Hora

MINUTES AUTHORIZING
ECONOMIC DEVELOPMENT
GRANT AGREEMENT AND
APPROVING INTERNAL ADVANCE

(HONEY LANE DEVELOPMENT,
LLC)

Tiffin, Iowa

436989-51

November 4, 2025

The City Council of the City of Tiffin, Iowa, met at the Springmier Community Library, in the City, at 7:00 p.m., on November 4, 2025.

The meeting was called to order and there were present the Mayor in the chair, and the following named Council Members:

Present: _____

Absent: _____.

The matter of authorizing an Economic Development Grant Agreement between the City and Honey Lane Development, LLC was considered by the Council.

Whereupon, Council Member _____ introduced a proposed resolution entitled: "Resolution Authorizing Economic Development Grant Agreement with Honey Lane Development, LLC and Authorizing Internal Advance for Funding of Economic Development Grant Thereunder," and moved that the said resolution be adopted, seconded by Council Member _____ and after due consideration thereof by the Council, the Mayor put the question on the motion for adoption of the said resolution and, the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the said resolution duly adopted and signed approval thereto.

* * * *

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 2025-085

Resolution Authorizing Economic Development Grant Agreement with Honey Lane Development, LLC and Authorizing Internal Advance for Funding of Economic Development Grant Thereunder

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a city may provide grants, loans, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans or other financial assistance, a city council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that, in determining whether funds should be spent, a city council must consider any or all of a series of factors; and

WHEREAS, the City of Tiffin, Iowa (the “City”), has previously established the Tiffin Urban Renewal Area (the “Urban Renewal Area”) and has established the Tiffin Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the City has proposed to undertake an urban renewal project in the Urban Renewal Area consisting of funding of an economic development grant (the “Grant”) to Honey Lane Development, LLC (“Honey Lane”) in connection with construction by Honey Lane of certain public infrastructure improvements necessary to support commercial development (the “Project”); and

WHEREAS, in order to make the City’s costs of funding the Grant eligible to be paid from future incremental property tax revenues, it is necessary to facilitate an internal advance of funds in the amount of \$125,000; and

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Tiffin, Iowa, as follows:

Section 1. It is hereby directed that an amount not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000) (the “Advance”) be advanced from the City’s General Fund in order to fund the Grant. The Advance shall be repaid to the General Fund, without interest, out of future incremental property tax revenues received into the Tax Increment Fund.

It is intended that the Advance shall be repaid to the General Fund in one or more installments by no later than June 1, 2028, provided however that repayment of the Advance is subject to the determination of future City Councils that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds, or to withhold such appropriation, at its discretion.

Section 3. A copy of this Resolution shall be filed in the offices of the Johnson County Auditor to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2025, the original amount of the Advance.

Section 4. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

a) The Project will add diversity and generate new opportunities for the Tiffin and Iowa economies; and

b) The Project will generate public gains and benefits, particularly in the creation and retention of jobs and income, which are warranted in comparison to the amount of the proposed Grant.

Section 5. The City Council further finds that a public purpose will reasonably be accomplished by making the Grant in connection with the Project.

Section 6. The Grant in an amount not to exceed \$125,000, is hereby approved, subject to the terms and conditions set out in the Economic Development Grant Agreement (the "Agreement") to be entered into by Honey Lane and the City. The City Administrator, with advice from legal counsel to the City, is hereby authorized and directed to prepare any additional documentation and to make such changes to the Agreement as are deemed necessary to carry out the purposes of this Resolution. The Mayor and the City Clerk are hereby authorized to execute such documents as may be necessary to implement the Grant approved herein, including the Agreement, in substantially the form as has been presented to this City Council.

Section 7. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

Passed and Approved this November 4, 2025.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
JOHNSON COUNTY SS:
CITY OF TIFFIN

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with authorizing and Economic Development Grant Agreement with Honey Lane Development, LLC and authorizing an internal advance for funding an economic development grant.

WITNESS my hand this ____ day of _____, 2025.

City Clerk

ECONOMIC DEVELOPMENT GRANT AGREEMENT

This Agreement is entered into between the City of Tiffin, Iowa (the “City”) and Honey Lane Development, LLC (the “Developer”) as of _____, 2025 (the “Commencement Date”).

WHEREAS, the City has established the Tiffin Urban Renewal Area (the “Urban Renewal Area”) and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain real property, which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Developer has undertaken the construction of certain public infrastructure improvements (the “Public Infrastructure Project”) on the Property in order to promote future commercial development thereon; and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of an economic development grant (the “Grant”) to be used by the Developer in paying the costs of constructing the Public Infrastructure Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants

1. **Commercial Development Project.** The Developer agrees to use its best efforts to promote commercial development on the Property, such that the Property is capable of being put to its highest and best commercial use.

2. **Public Infrastructure Project Construction.** The Developer has constructed the Public Infrastructure Project.

The City shall retain all rights to inspect the completed Public Infrastructure Project for quality of work and full compliance with the City Code. Nothing in this subsection shall be interpreted as limiting the City’s rights to not accept the work if the Public Infrastructure Project is not completed to the satisfaction of the City.

Upon completion of the Public Infrastructure Project, provided that (i) such improvements are of the type ordinarily dedicated to the City; (ii) the City confirms to the Developer in writing that such completed improvements meet City requirements; and (iii) the City accepts such Public Infrastructure Project in accordance with State law, the Developer will provide the City with either a deed or permanent easement to the improvements and related right-of-way comprising the Public Infrastructure Project, which shall thereafter be maintained by the City.

3. Economic Development Grant Disbursement Request and Public Infrastructure Costs Documentation. The Developer agrees to submit a grant disbursement request (the “Grant Disbursement Request”) in the form attached hereto as Exhibit B. The Grant Disbursement Request shall be accompanied by documentation (the “Costs Documentation”) detailing the costs (the “Public Infrastructure Costs”) incurred in the completion of the Public Infrastructure Project, including invoices and such other documentation as is reasonably requested by the City, confirming that such Public Infrastructure Costs detailed in such Costs Documentation were in fact incurred in the construction of the Public Infrastructure Project and that such Public Infrastructure Costs are of an amount reasonably to have been expected with respect to such construction.

The Public Infrastructure Costs may include costs related to designing, constructing, landscaping, and grading the Public Infrastructure Project, as well as other reasonably related costs of carrying out the Public Infrastructure Project.

4. Property Taxes. The Developer agrees to make timely payment of all property taxes as they come due with respect to the Property throughout the Term (as hereinafter defined) of this Agreement and to submit a receipt or cancelled check in evidence of each such payment.

5. Default Provisions.

A. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Developer to dedicate the Public Infrastructure Project to the City pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Developer to fully and timely remit payment of property taxes when due and owing as required by this Agreement.
- (iii) Failure by the Developer to comply with Section A.3 of this Agreement.
- (iv) Failure by the Developer to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to the City that the default will be cured as soon as reasonably possible. If the Developer fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Grant provided for under Section B.2 below.
- (iii) Terminate this Agreement.

B. City's Obligations

1. **Review of Costs Documentation.** The City staff will review the Costs Documentation upon receipt from the Developer. If the City determines the Public Infrastructure Costs set forth in the Costs Documentation are costs reasonably incurred in the construction of the Public Infrastructure Project, the City shall record a summary of the date, amount and nature of the costs (the "Accepted Public Infrastructure Costs") on the Summary of Accepted Public Infrastructure Costs attached hereto as Exhibit C, and such summary shall be the official record of the Accepted Public Infrastructure Costs for purposes of tallying the Maximum Grant Total, as defined in Section B.2 of this Agreement.

If the City determines that the Public Infrastructure Costs set forth in the Costs Documentation are not costs reasonably incurred in the construction of the Public Infrastructure Project, the City shall notify the Developer of such determination within fifteen (15) days of such determination in order to allow an opportunity for the Developer to cure the noted deficiencies.

2. **Economic Development Grant.** The City hereby agrees to make the Grant to the Developer in an amount equal to the lesser of (i) the Accepted Public Infrastructure Costs, or (ii) \$125,000 (the "Maximum Grant Total") within thirty (30) days of the receipt of a satisfactory Grant Disbursement Request from the Developer.

C. Administrative Provisions

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Developer's rights to receive the Grant hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken with respect to the Public Infrastructure Project, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** This Agreement shall become effective upon the date of the last signature below and shall terminate upon the date all obligations of the parties hereto with respect to this Agreement have been satisfied (the "Term").

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with the laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF TIFFIN, IOWA

By: _____
Mayor

Attest:

City Clerk

HONEY LANE DEVELOPMENT, LLC

By: _____
[Name, Title]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

FORM OF GRANT DISBURSEMENT REQUEST

[illegible]

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EXHIBIT C

SUMMARY OF ACCEPTED PUBLIC INFRASTRUCTURE COSTS

Date of Cost	Amount of Cost	Nature of Cost	Date Accepted by City



AGENDA INFORMATION
TIFFIN CITY COUNCIL COMMUNICATION

DATE: October 31, 2025

AGENDA ITEM: Resolution 2025-086 – A Resolution Approving of an Escrow and Partial Release Agreement between the City of Tiffin and GHS Development, Inc.

ACTION: Approval

Purpose

To consider approval of an Escrow and Partial Release Agreement between the City of Tiffin and GHS Development, Inc. related to the paving of Halfmoon Avenue NW in the Tiffin Heights West subdivision.

Background

Per the Developer’s Agreement dated July 24, 2024, GHS Development, Inc. is obligated to pave Halfmoon Avenue NW to the northern boundary of Coquina Avenue as a benefit to the subdivision. This obligation is a covenant running with the land and is currently a lien and cloud on the property title.

To facilitate progress and protect the City’s interests, the Developer has submitted a bid from Streb Construction Co., Inc. for the paving work in the amount of **\$67,950.00**. In accordance with City policy, the Developer has deposited **\$81,540.00** into escrow.

Agreement Summary

- The Escrow and Partial Release Agreement transfers the lien from the property to the escrow account.
- The escrow funds will be retained by the City until the paving work is completed and certified by the City Engineer.
- Upon completion, the City will issue a final release for recordation.
- If the Developer fails to complete the paving, the City may draw on the escrow funds to fulfill the obligation.
- This agreement does **not** release the Developer from dust control responsibilities or modify other terms of the original Developer’s Agreement.

Recommendation

Staff recommend approval of the Escrow and Partial Release Agreement to ensure the paving obligation is secured while allowing for partial release of the lien on the property. This approach protects the City’s interests and facilitates development progress.

ATTACHMENTS: Resolution, Escrow & Partial Release Agreement, Quote from Streb Construction

RESOLUTION NO. 2025-086

A RESOLUTION APPROVING THE ESCROW AND PARTIAL RELEASE AGREEMENT FOR TIFFIN HEIGHTS WEST

Whereas, GHS Development, Inc., has requested the City enter into an escrow agreement prior to completion of the all the improvements in the subdivision and required by the subdivision, and;

Whereas, the final plat is found to conform with all of the requirement of the City's Ordinances and Subdivision Agreement with the exceptions noted in the escrow agreement, attached, and;

Now, therefore be it resolved by the City Council of the City of Tiffin, Iowa that the Mayor and City Clerk are hereby authorized to execute the documents necessary to approve the final plat as submitted and as approved by the City Engineer and City Attorney, but, as a condition of its approval, the approval of the final plat is contingent on the following: 1) GHS Development, INC., executing the attached escrow agreement; 2) Execution by the Subdivider and other necessary parties of all other documents required by the Subdivision Ordinance or Subdivision Agreement, including easement agreements. The final plat may not be recorded and no lots may be transferred until these contingencies have been completed.

On the 4th day of November, 2025, at a regular meeting of the Tiffin City Council, Tiffin, Iowa, Councilperson _____ introduced **RESOLUTION NO. 2025-086, A RESOLUTION APPROVING THE ESCROW AND PARTIAL RELEASE AGREEMENT FOR TIFFN HEIGHTS WEST** and made a motion for approval. Motion seconded by Councilperson _____.

Ayes:
Nays:
Absent:

Whereupon _____ Council members were present and voted approval and Mayor Kasperek declared that the **RESOLUTION NO. 2025-086, A RESOLUTION APPROVING THE ESCROW AND PARTIAL RELEASE AGREEMENT FOR TIFFIN HEIGHTS WEST** to be adopted and signified his approval of the same by affixing his signature thereto.

Passed by the City Council on the 4th day of November, 2025.

City of Tiffin

Tim Kasperek, Mayor

ATTEST: _____
Abigail Hora, City Clerk

Prepared by:
Michael J. Pugh
Pugh Hagan Prahm, PLC

425 E. Oakdale Blvd., Ste. 201
Coralville, IA 52241

Phone (319) 351-2028
FAX (319) 351-1102

**ESCROW AND PARTIAL RELEASE AGREEMENT
CONCERNING HALFMOON AVENUE NW**

**TIFFIN HEIGHTS WEST
TIFFIN, IOWA**

This Escrow and Partial Release Agreement is made between the City of Tiffin, Iowa, a municipal corporation (“the City”), and GHS Development, Inc., (“Developer”) as Owner and/or Subdivider of Tiffin Heights West, Tiffin, Iowa.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. That by reason of the Developer’s Agreement for Tiffin Heights West, Tiffin, Iowa, by and between the City and Developer, dated July 24, 2024, and recorded in the Johnson County Recorder's Office on September 9, 2024 in Book 6593, Pages 825 (“Developer’s Agreement”), Developer is obligated to pave Halfmoon Avenue NW to the northerly terminus of Coquina Avenue as a benefit to the subdivision as more particularly set forth in Section 3(C)(10) of the Developer’s Agreement (the “Halfmoon Avenue NW Paving”). The parties further acknowledge that this obligation is deemed a covenant running with the land and with title to the land.
2. That Developer has obtained a bid from Streb Construction Co., Inc., to complete the Halfmoon Avenue NW Paving, in the amount of \$67,950.00 (“Bid Amount”), a copy of which has been provided to the City.
3. The Parties acknowledge that, since the Halfmoon Avenue NW Paving is not yet complete, a final release regarding the same by the City is not yet appropriate. For this reason, the Developer’s Agreement constitutes a lien and cloud on the property described above.
4. That GHS Development, Inc. has made an \$81,540.00 cash payment in escrow with the City for said subdivision (“Paving Escrow”), and said Paving Escrow is 120% of the Bid

Amount. The parties further acknowledge that this Paving Escrow is being retained by the City pending completion of the Halfmoon Avenue NW Paving, as certified by the City Engineer and issuance of a final release by the City for the Halfmoon Avenue NW Paving.

5. In consideration of the City's release of its lien on the property, Developer agrees that the lien on the property in Tiffin Heights West, Tiffin, Iowa shall be transferred to and shall immediately attach to the Paving Escrow, and that this lien shall remain attached to the Paving Escrow until such time as the conditions for total release set forth in the Developer's Agreement have been satisfied. At such time, the City will issue a final release to the Developer for recordation. If the Developer does not discharge its obligations for the Halfmoon Avenue NW Paving as outlined in the Developer's Agreement and as stated herein, the City shall be entitled to draw on the Paving Escrow as outlined herein and the Developer's Agreement. However, this remedy shall not be exclusive of any other remedy provided in law or equity.
6. Developer agrees that the Paving Escrow will be retained until all work on the Halfmoon Avenue NW Paving is completed and the Halfmoon Avenue NW Paving is finally released by the City as provided above.
7. In consideration thereof, the City does hereby release Tiffin Heights West, Tiffin, Iowa from any lien or cloud now placed on the title to the above property for the purposes stated in Paragraphs 1 through 6 above, and arising out of Section 3(c)(10) the Developer's Agreement.
8. This Escrow and Partial Release Agreement shall not be construed as a release of Developer's obligations to control dust on Halfmoon Avenue NW as set forth in Section 3(F) of the Developer's Agreement. Nor shall this Escrow and Partial Release Agreement in any way alter, amend or modify the Developer's Agreement, except as provided in this agreement.

[Signature page to Escrow and Partial Release Agreement]

Dated this _____ day of October, 2025.

SUBDIVIDER
GHS DEVELOPMENT, INC.

By: _____
Jason Dumont, President

STATE OF IOWA)
) ss:
COUNTY OF JOHNSON)

This instrument was acknowledged before me on this _____ day of October, 2025, by
Jason Dumont, as President of GHS Development, Inc.

Notary Public in and for said State

[Signature page to Escrow and Partial Release Agreement]

Dated this _____ day of _____, 2025.

CITY OF TIFFIN, IOWA

By: _____
Tim Kasparek, Mayor

ATTEST:

By: _____
Abigail Hora, City Clerk

STATE OF IOWA, COUNTY OF JOHNSON) ss:

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tim Kasparek and Abigail Hora, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Tiffin, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and the instrument was signed and sealed on behalf of the corporation by authority of its City Council, and the said Mayor and City Clerk did acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for said State



To:	Shelby Builders	Contact:	Jason Dumont
Address:	PO Box 78 North Liberty, IA 52317	Phone:	(319) 400-3509
		Fax:	
Project Name:	Half Moon Ave Paving		
Project Location:	Half Moon Ave NW, Tiffin	Date:	4/28/2025

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1	7" PCC PAVING 24'-0" WIDTH	1,200.00	SY	\$48.00	\$57,600.00
	2	6" RECYCLED MODIFIED SUBBASE - 3'-0" PAVER TRACK LINE	460.00	TON	\$22.50	\$10,350.00

Total Bid Price: \$67,950.00

Escrow = \$81,540.00

Notes:

- We hereby propose to furnish all labor, materials, equipment and supervision necessary to complete this project in accordance with the specifications including any applicable taxes. Proposal is valid for Thirty (30) Days.
- Subgrade completed, compacted, approved and brought to within +0.1' by others.
- Final trim grade completed by paving contractor. If additional subbase is needed to complete the final grading it shall be supplied by others.
- IDOT/SUDAS Specifications are included within this pricing.
- Intakes and sanitary manholes to be boxed out per SUDAS and/or metro standards. If concrete sanitary manhole boxouts are required, add \$1,800.00/EA.
- Final Payment is based on field measurements at Unit Prices.
- **Exclusions:**
- Engineering, Surveying or Staking.
- Bonding, Dues or Permits.
- IDOT Cold Weather Protection/Procedures if needed would be charged at an additional \$7.00 SY of the paving quantity
- Hot Water or Heated aggregate materials are not included in the standard mix cost.
- Traffic Control, Flaggers on highway 6, or striping.
- Washout Pit. Supplied by GC.
- Driveways, Sidewalks, Ramps or Detectable Warnings
- CD Baskets in any paving.
- Intakes structures or fillets.
- ACC/PCC Sawing, Removals or Curb Grinding.
- Utility adjustments (Manholes, Intakes, Valves, Valve Boxes etc..)
- Street subgrade must be compacted to 98% standard modified density for concrete mixers or dump trucks backing the grade.
- If the subgrade doesn't support concrete trucks backing the grade and the concrete has to be placed with a belt placer a \$250 hourly charge will be added to the cost of the 7" PCC Paving.
- Items not included as bid items within this proposal are not included within this pricing.

Payment Terms:

Full Payment shall be made to Streb Construction Co., Inc upon each item of work when said item of work is completed and upon billing therefore. All payments due shall bear 1.5% interest from 30 days after the date of billing therefore until paid in full.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Streb  Authorized Signature: Estimator: Troy Mertens 319-631-4635 troy@strebconstruction.com
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AGENDA INFORMATION TIFFIN CITY COUNCIL COMMUNICATION

DATE:	October 31, 2025
AGENDA ITEM:	Resolution 2025-087 – A Resolution Approving of an Escrow and Partial Release Agreement between the City of Tiffin and GHS Development, Inc.
ACTION:	Approval

Background

GHS Development Inc., represented by MMS Consultants Inc., has submitted the final plat for **Tiffin Heights West**, a proposed subdivision located within the City of Tiffin. The plat encompasses approximately **32.89 acres** in Section 29, Township 80 North, Range 7 West, Johnson County, Iowa.

The subdivision includes a mix of residential lots, public right-of-way dedications, and outlots designated for both public use and future development. The final plat has been reviewed by the City Engineer, City Attorney, and City Staff, and has been found to conform with the City’s ordinances and the applicable subdivision agreement.

Conditions of Approval

Approval of the final plat is contingent upon:

1. Execution of all necessary easement agreements and final plat documents
2. Execution of the escrow agreement
3. Recording of the final plat and resolution only after all contingencies are met

The subdivider is responsible for all recording costs with the Johnson County Recorder’s Office.

Recommendation

Staff recommends approval of **Resolution No. 2025-087**, authorizing the Mayor and City Clerk to execute the necessary documents to approve the final plat of Tiffin Heights West, contingent upon completion of the required conditions.

ATTACHMENTS: Resolution, Final Plat

RESOLUTION NO. 2025-087

A RESOLUTION APPROVING THE FINAL PLAT OF TIFFIN HEIGHTS WEST, TIFFIN, IOWA

Whereas, MMS Consultants Inc., on behalf of GHS Development Inc., has filed with the City of Tiffin a final plat for Tiffin Heights West, a subdivision to the City of Tiffin, Iowa, legally described on the attached Exhibit; and,

Whereas, The City Engineer, City Attorney and City Staff have done a final examination of the final plat and provide his recommendation on approval of the final plat to the Council; and,

Whereas, The final plat is found to conform with all of the requirements of the City's Ordinances and Subdivision Agreement.

Now, therefore be it resolved by the City Council of the City of Tiffin, Iowa that the Mayor and City Clerk are hereby authorized to execute the documents necessary to approve the final plat as submitted and as approved by the Engineer, City Staff and City Attorney, but, as a condition of its approval, the approval of the final plat is contingent on the following: 1) execution of all necessary easement agreements and final plat documents, 2) execution of the escrow agreement, 3) the final plat may not be recorded and no lots may be constructed upon or transferred until these contingencies have been completed. The recording of the plat and this resolution will indicate these contingencies have been completed.

Be it further resolved, the Subdivider of this property will bear the cost to record this resolution and subsequent legal documents with the Office of the Johnson County Recorder.

On the 4th day of November, 2025, at a regular meeting of the Tiffin City Council, Tiffin, Iowa, Councilperson _____ introduced **RESOLUTION NO. 2025-087, A RESOLUTION APPROVING THE FINAL PLAT OF TIFFIN HEIGHTS WEST, TIFFIN, IOWA**, and made a motion for approval. Motion seconded by Councilperson _____.

Ayes:

Nays:

Absent:

Whereupon _____ Council members were present and voted approval and Mayor Kasperek declared that **RESOLUTION NO. 2025-087, A RESOLUTION APPROVING THE FINAL PLAT OF TIFFIN HEIGHTS WEST, TIFFIN, IOWA**, to be adopted and signified his approval of the same by affixing his signature thereto.

Passed by the City Council on the 4th day of November, 2025.

City of Tiffin

Tim Kasperek, Mayor

ATTEST: _____
Abigail Hora, City Clerk

LOCATION: THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29-T8N-R7W OF THE FIFTH PRINCIPAL MERIDIAN, JOHNSON COUNTY, IOWA	SUBSIDY GIS DEVELOPMENT PO BOX 78 NORTH LIVERY, IOWA 52317
LAND SURVEYOR: RICHARD R. NOWOTNY P.L.S. 8888 CONSULTANTS INC 1917 SOUTH GILBERT STREET JOHNS CITY, IOWA 52501 PHONE: 319-351-6282	SUBSIDY'S ATTORNEY: MICHAEL J. PUGH 425 E GANDALE BOULEVARD SUITE 201 CORNVILLE, IOWA 52241
DATE OF SURVEY: 8/7-28-2025	PROPRIETOR OR OWNER: GIS DEVELOPMENT PO BOX 78 NORTH LIVERY, IOWA 52317
	DOCUMENT RETURN INFORMATION: LAND SURVEYOR:

AUDITOR'S PARCEL 2008057
IN ACCORDANCE WITH THE PLAT THEREOF REQUIRED IN PLAT BOOK 99 AT PAGE 133 OF THE RECORDS OF THE JOHNSON COUNTY RECORDERS OFFICE.

NW 1/4 - NW 1/4 SECTION 29-T80N-R7W

NE 1/4 - NW 1/4 SECTION 29-T80N-R7W

SW 1/4 - NW 1/4 SECTION 29-T80N-R7W

SE 1/4 - NW 1/4 SECTION 29-T80N-R7W

SW 1/4 - NE 1/4 SECTION 29-T80N-R7W

POINT OF BEGINNING
NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29-T80N-R7W OF THE FIFTH PRINCIPAL MERIDIAN FOUND 51' 51" REBAR W/ YELLOW PLASTIC 1/2" CAP 17955

OUTLET "A" PRIVATE OPEN SPACE 2.38 AC

OUTLET "B" PRIVATE OPEN SPACE 2.17 AC

OUTLET "C" FUTURE DEVELOPMENT 15.28 AC

OUTLET "D" FUTURE DEVELOPMENT 4.02 AC

LONGBOAT DRIVE

COQUINA AVENUE

SESTIA LANE

ARMANDS LANE

HALF MOON AVENUE NW

U.S. HIGHWAY #6

BUTTERBAUGH'S SUB DIVISION
IN ACCORDANCE WITH THE PLAT THEREOF REQUIRED IN PLAT BOOK 99 AT PAGE 133 OF THE RECORDS OF THE JOHNSON COUNTY RECORDERS OFFICE.

KLEIN'S SUBDIVISION
IN ACCORDANCE WITH THE PLAT THEREOF REQUIRED IN PLAT BOOK 7 AT PAGE 10 OF THE RECORDS OF THE JOHNSON COUNTY RECORDERS OFFICE.

NE 1/4 - SW 1/4 SECTION 29-T80N-R7W

CURVE SEGMENT TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
C1	94°31'31"	20.00'	21.65'	33.00'	29.39'	N48°45'33"E
C2	94°32'58"	267.00'	22.69'	45.28'	45.22'	S81°02'38"E
C3	82°31'10"	20.00'	17.55'	28.80'	26.38'	S34°59'33"E
C4	6°46'01"	233.00'	13.78'	27.53'	27.51'	N2°52'58"E
C5	90°00'00"	20.00'	20.00'	31.42'	28.28'	S44°29'55"W
C6	89°34'59"	20.00'	19.86'	31.27'	28.18'	N45°42'36"W
C7	90°59'01"	20.00'	20.15'	31.58'	28.39'	N44°17'24"E
C8	90°00'00"	20.00'	20.00'	31.42'	28.28'	S49°01'01"E
C9	90°00'00"	20.00'	20.00'	31.42'	28.28'	N44°29'55"W
C10	2°49'58"	433.00'	10.71'	21.41'	21.41'	S88°04'56"W
C11	3°10'08"	433.00'	11.98'	23.95'	23.94'	S85°04'53"W
C12	5°45'06"	367.00'	18.44'	36.84'	36.83'	N86°22'22"E
C13	0°38'43"	342.54'	1.93'	3.86'	3.86'	N89°34'16"E
C14	20°40'11"	342.54'	62.47'	123.57'	122.90'	S79°46'16"E
C15	34°29'04"	106.31'	206.16'	203.00'	502.17'	S92°17'39"E
C16	2°36'39"	408.54'	8.31'	16.62'	16.61'	S39°01'02"E
C17	13°27'13"	408.54'	47.82'	95.22'	95.00'	S39°02'34"E
C18	12°41'25"	408.54'	45.43'	90.49'	90.30'	S91°07'43"E

CURVE SEGMENT TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
C1	94°33'59"	20.00	21.65	33.00	29.38	146°45'54"06"
C2	94°29'59"	267.00	22.89	45.28	45.22	181°06'30"06"
C3	82°31'00"	20.00	17.58	26.80	26.38	134°59'33"12"
C4	64°06'07"	233.00	13.76	27.53	27.71	125°29'56"04"
C5	90°00'00"	20.00	20.00	31.42	28.28	144°39'55"78"
C6	94°03'59"	20.00	21.65	33.00	29.38	146°45'54"06"
C7	90°00'00"	20.00	20.00	31.42	28.28	144°39'55"78"
C8	90°00'00"	20.00	20.00	31.42	28.28	144°39'55"78"
C9	90°00'00"	20.00	20.00	31.42	28.28	144°39'55"78"
C10	249°58'	433.00	10.71	21.91	21.41	188°04'56"24"
C11	31°07'08"	403.00	11.96	23.95	23.94	165°04'56"24"
C12	94°05'46"	367.00	18.44	36.84	36.83	186°22'22"72"
C13	03°46'43"	342.54	3.84	3.86	3.86	189°34'16"36"
C14	104°01'11"	342.54	6.37	12.57	12.57	379°49'46"16"
C15	236°39'58"	626.00	10.46	20.92	20.92	184°54'56"16"
C16	37°26'38"	408.54	9.82	18.62	18.61	330°04'16"36"
C17	132°13'13"	408.54	47.82	95.22	95.02	338°09'24"72"
C18	124°21'25"	408.54	48.43	96.49	96.30	351°04'16"36"

EASEMENT IDENTIFICATION TABLE	
LABEL	DESCRIPTION
(O)	15.00 FOOT WIDE PUBLIC UTILITY EASEMENT
(O)	30.00 FOOT WIDE SANITARY SEWER EASEMENT
(O)	EXISTING 30' WIDE UNDERGROUND CITY COMPANY FLEETLE EASEMENT (BOOK 964 AT PAGE 360)
(O)	20.00 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT (CENTERED)
(O)	20.00 FOOT WIDE DRAINAGE EASEMENT (CENTERED)
(O)	STORM WATER MANAGEMENT EASEMENT
(O)	20.00 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT
(O)	20.00 FOOT WIDE DRAINAGE EASEMENT
(O)	STORM SEWER EASEMENT
(O)	EXISTING 60'x20' STORM & FLEETLE EASEMENT (BOOK 97 AT PAGE 175)
(O)	15.00 FOOT WIDE FOOT CULVERT, WATER MAIN/IRrigation FOR THE CITY OF TIRPIN (CENTERED ON LOT LINE)
(O)	TEMPORARY TORN AROUND EASEMENT

LINE	BEARING	LENGTH
L1	N0°30'05"W	32.89'
L2	N0°55'06"W	55.11'
L3	N89°14'55"E	17.86'
L4	S0°30'05"E	20.13'
L5	S76°15'09"E	9.41'
L6	N66°36'41"W	18.27'
L7	N89°29'55"E	40.48'
L8	N13°44'51"E	20.06'
L9	N13°44'51"E	55.40'

DESCRIPTION -TIFFIN HEIGHTS WEST

Beginning at the Northeast Corner of the Southeast Quarter of the Northeast Quarter of Section 29, Township 80 North, Range 7 West, of the First Principal Meridian, Johnson County, Iowa, Thence S01°16'01"E, along the East Line of said Southeast Quarter of the Northwest 1/4 of Section 29, 107.08 feet; Thence N89°33'40"W, along said North Right-of-Way Line, 36.61 feet; Thence S50°00'00"E, along said North Right-of-Way Line, 107.08 feet; Thence S15°15'00"E, 315.00 feet; Thence S01°16'01"E, 107.01 foot radius curve, Northerly, whose 314.66 foot chord bears N75°03'31"W, to a Point 75.00 feet radially from Centerline Station 104+25; Thence S68°23'19"W, along said North Right-of-Way Line, 35.36 feet; Thence N66°36'41"W, along said North Right-of-Way Line, 63.00 feet; Thence N66°36'41"W, along said North Right-of-Way Line, 102.00 feet; Thence N23°23'19"E, along said North Right-of-Way Line, 50.00 feet; Thence N23°23'19"E, along said North Right-of-Way Line, 62.42 feet, to intersect with the East Line of the Southeast Quarter of Section 29, 62.42 feet; Thence S27°45'E, along said North Right-of-Way Line, 784.42 feet, to the Northwest Corner thereof; Thence N89°14'55"E, along the North Line of said Southeast Quarter of Section 29, 107.08 feet; Thence S01°16'01"E, 107.01 foot radius curve, Northerly, whose 323.89 foot chord bears N75°03'31"W, to a Point 75.00 feet radially from Centerline Station 104+25.

NOTE:
ALL BEARINGS ARE BASED ON IOWA STATE PLANE
COORDINATES (SOUTH ZONE). LIBRARY CALIBRATION
USING THE IOWA REAL TIME NETWORK (RTN). THE
DISTANCES SHOWN ON THE PLAT ARE GROUND
DISTANCES AND NOT GRID DISTANCES.



LEGEND AND NOTES

-	CONGRESSIONAL CORNER, FOUND
—	CONGRESSIONAL CORNER, RE-ESTABLISHED
—	CONGRESSIONAL CORNER, RECORDED LOCATION
▲	PROPERTY CORNER, FOUND (on redline)
●	PROPERTY CORNER, SET
○	○ from the <i>W</i> , yellow plastic LS Cap combined with "MSS")
—	CHURCH
—	PROPERTY &/or BOUNDARY LINES
—	CONGRESSIONAL SECTION LINES
—	RIGHT-OF-WAY LINES
—	CHURCH LINES
—	LOT LINES, PLATTED OR BY DEED
—	FAVORABLE LINES, WITH A REASON NOTED
—	EXISTING EASEMENT LINES, PURPOSE NOTED
(N)	CHURCH
(W)	MEASURED DIMENSIONS
—	CHURCH SECOND NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDS

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

PLAT/PLAN APPROVED by the City of Tiffin	
City Mayor	Date
UTILITY EASEMENTS, AS SHOWN HEREON, MAY OR MAY NOT, INCLUDE SANITARY SEWER LINES, AND/OR STORM SEWER LINES, AND/OR WATER LINES. SEE CONSTRUCTION PLANS FOR DETAILS.	
UTILITY EASEMENTS, AS SHOWN HEREON, ARE ADEQUATE FOR THE INSTALLATION AND MAINTENANCE OF THE FACILITIES REQUIRED BY THE FOLLOWING AGENCIES:	
MIDAMERICAN ENERGY CO.	Date:
LINN COUNTY REC	Date:
SOUTH SLOPE CO-OP	Date:
MEDACOM	Date:
WINDSTREAM	Date:

[illegible]

Signed before me this _____ day of _____, 20____.

Notary Public, in and for the State of Iowa.

FINAL PLAN

TPFH HEIGHTS WEST

TPFHN
JOHN
JENNIFER
COUNTRY
IDWA

MMS CONSULTANTS, INC.

Date:	07-14-2022
Designed by:	Field Book No. 137
Drawn by:	Scale
Checked by:	Scale
Project No.:	Sheet No.

33154012

of 1

32.8 acre

LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1407 S. GALEHER ST
JOWAN CITY, IOWA 52240
(319) 351-8282

www.mmsconsultants.net



AGENDA INFORMATION
TIFFIN CITY COUNCIL COMMUNICATION

DATE:	October 31, 2025
AGENDA ITEM:	Resolution 2025-088 – A Resolution Approving the Release and License Agreement for the North Liberty Fire Department Training Tower Facility and Hands-on Waiver
ACTION:	Approval

ATTACHMENTS: Staff Memo, Resolution, Hands-on Training Waiver

Tiffin Fire Department

From the desk of - Assistant Fire Chief/Fire Marshal Bill Erb



MEMORANDUM

TO: Honorable Mayor Kasperek
Tiffin City Council

CC: Doug Boldt, City Administrator

FROM: Bill Erb, Assistant Fire Chief / Fire Marshal

RE: Release and License Agreement for North Liberty Fire Department Training Tower Facility Use and Hands on Waiver.

DATE: November 4, 2025

Attached for your consideration is the Release and License Agreement for the North Liberty Fire Department Training Tower Facility.

Anytime training is conducted, there is potential for risk. When performing live fire evolutions, departments follow NFPA 1403, Standard on Live Fire Training Evolutions, which governs the training of firefighters under live fire conditions. This standard ensures that all live fire training is performed in a controlled environment with a focus on coordinated interior and exterior fire suppression operations, while maintaining the lowest possible exposure to risk for participants. The North Liberty Fire Department mandates compliance with NFPA 1403 for all live fire and hands-on training evolutions at their facility. This approach provides enhanced, realistic training opportunities while prioritizing firefighter safety. All instructors assisting with fire training from both the Tiffin Fire Department and the North Liberty Fire Department will hold a minimum certification of Fire Service Instructor I.

All hands-on firefighter training conducted at the North Liberty Fire Department Training Facility will adhere to established safety standards to ensure the protection and well-being of all personnel participating in training activities. Training will be conducted under the supervision of qualified instructors, with a designated safety officer present to supervise operations and enforce safety procedures. Appropriate personal protective equipment (PPE) will be worn at all times, and comprehensive risk management, accountability, and emergency procedures will be implemented to maintain a safe, controlled, and effective training environment.

In order to partner with the North Liberty Fire Department for use of their training tower, a Release and License Agreement must be signed by the Mayor, and approval is requested for Assistant Fire Chief/Fire Marshal Erb to sign the accompanying Hands-On Training Waiver on behalf of the City of Tiffin. This authorization will allow the Tiffin Fire Department to continue participating in joint and departmental training exercises under the terms of this agreement at their facilities.

This agreement is identical to the one previously approved and executed with the Iowa City Fire Department last year for use of their fire training facility.



RESOLUTION NO. 2025-088

A RESOLUTION APPROVING THE RELEASE AND LICENSE AGREEMENT FOR THE NORTH LIBERTY FIRE DEPARTMENT TRAINING TOWER FACILITY

This Release and License Agreement for the North Liberty Fire Department (hereinafter, “NLFD”) Training Tower Facility (hereinafter, the “Agreement”) is between the City of North Liberty (hereinafter, the “City”) and City of Tiffin Fire Department (hereinafter, the “Licensee”) together, the “Parties”).

Recitals

Whereas, the North Liberty Fire Department (“NLFD”), a City entity, maintains a Training Tower facility, located at 560 Calvin Street and 405 Abigail Avenue, North Liberty, IA (hereinafter, the “Licensed Area”), for its use in training its firefighters; and

Whereas, the Licensee wishes to use the Licensed Area for its use in training its students and staff (hereinafter, the “Event”); and

Whereas, collaboration and cooperation between the City and the Licensee is long-standing and mutual; and

Whereas, the City has the capacity to assist the Licensee by allowing access to the Licensed Area; and

Whereas, the City does not seek compensation for the Licensee’s use of the Licensed Area, and the Licensee appreciates that the Licensed Area is borrowed on an “as is” basis, and at Licensee’s own risk; and

Whereas, the Parties wish to enter into this Agreement to memorialize their mutual understanding.

Agreement

Incorporating the above Recitals, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Revocable License and Term**. The City grants to Licensee a revocable license to access and use the Licensed Area for the purpose of conducting the training of Licensee’s students, members, staff, employees, agents, and volunteers during the Term on dates agreed upon by the Parties (hereinafter, the “License”). The term of this Agreement will commence on the Effective Date and continue on until terminated pursuant to this Agreement (hereinafter, the “Term”). Licensee may not access or use the Licensed Area until the date and start time of the Event as agreed to in writing between the Parties. Licensee may not access or use the Licensed Area for any purpose other than the conducting of the Event, and Licensee will comply with all directions and rules of the City with respect to Licensee’s use of the Licensed Area of which Licensee has been made aware of by the City. Licensee may use the Licensed Area for more than one Event, but must secure written permission from the City for each such Event.

2. **Licensee Obligations**. Licensee agrees to use reasonable care in its use and

enjoyment of the Licensed Area and to surrender the same upon the expiration or earlier termination of this Agreement to the City. Licensee must arrange for an NLFD Safety Officer to be present on-site to monitor use of the Licensed Area for the entire time Licensee has personnel on site. Said Safety Officer will have no role in facilitating training. Depending on the circumstances of the use of the Licensed Area, the NLFD may, at its sole discretion, require the presence of a general site security person. Licensee will be responsible for the hiring of such security personnel, as well as reimbursing the NLFD for the actual labor costs (regular and/or overtime) associated with the presence of the Safety Officer. Licensee will not place, affix or otherwise install any decorations in the Licensed Area except as consented to in writing by the City. In the event the City does consent to such decorations, Licensee will remove them promptly upon completion of the Event and restore the Licensed Area to the condition which it existed prior to the Event including, but not limited to, the removal of such decorations.

Licensee, at its sole cost and expense, will perform general cleaning promptly upon completion of each training session, and will further upon the expiration or the Term or earlier termination of this Agreement restore the Licensed Area to the same condition in which it existed prior to the conducting of the first training session that comprises the Event, including but not limited to, the removal of all trash and debris. If Licensee fails to timely or adequately clean the Licensed Area, the City may clean the Licensed Area and charge Licensee its cost to do so. The disposal of all waste materials and trash will be done by Licensee in compliance with all applicable laws, rules and regulations.

3. **Acceptance of Licensed Area.** Licensee has personally inspected the Licensed Area and accepts the Licensed Area AS IS, WHERE IS, in its condition existing as of the Effective Date with all faults, and without any representation or warranty whatsoever from the City, express or implied, oral or written, as to the suitability of the Licensed Area for Licensee's particular purpose or any other matter. Licensee will bear the risk of loss or damage to any of Licensee's personal property in, on or about the Licensed Area.

4. **Release, Indemnity and Covenant Not to Sue.** Licensee will assume the risk of, be responsible for, and release, indemnify and hold harmless the City and its agents, officers, officials, employees, successors and assigns (collectively, the "Indemnified Parties") from and against, any and all losses, costs, injuries (including injuries to person or property and, in the case of injury to a person, including death resulting therefrom), damages, liabilities and claims (each a "Claim") arising out of, or in any way relating to: (a) the use of the Licensed Area by Licensee or any of its agents, representatives, vendors, employees, guests, invitees or by any other third party (each a "Licensee Party"); or (b) the breach of this Agreement by Licensee or any Licensee Party. Furthermore, Licensee covenants not to sue any of the Indemnified Parties for any such Claims. Licensee's obligation to indemnify the Indemnified Parties under this Agreement includes the duty to defend against any Claims with counsel acceptable to the City and to pay any judgments, settlements, costs, fees and expenses, including reasonable attorneys' fees, incurred by any of the Indemnified Parties in connection with such defense. The provisions of this Section 4 will survive the expiration or earlier termination of this Agreement.

5. **Insurance.** Notwithstanding any Licensee-liability or any Licensee-indemnity obligations, and without limiting the same, Licensee will obtain and maintain, at its own cost and expense, the following types of insurance coverage for the Event during the Term: (a) Commercial General Liability insurance for claims for bodily injury or death and property damage with combined single limits of not less than \$1,000,000 per occurrence and an

aggregate of \$2,000,000; (b) Workers' Compensation insurance with statutory limits as required in Iowa and Employer's Liability coverage with limits not less than \$100,000 per occurrence; and (c) Comprehensive Automobile Liability insurance covering the operation and maintenance of all owned and non-owned motor vehicles, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage.

6. **Certificates of Insurance and Waiver of Subrogation.** Licensee will forward to the City certificates of insurance evidencing all required coverages within 3 days of the Effective Date. The certificates will provide that: (a) the City is named as an additional insured on each Commercial General Liability and Comprehensive Automobile Liability policy; and (b) coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by the City. Licensee waives any right it may have against the City for any loss or damage to any of the Licensee Parties arising from any cause covered by any insurance required to be carried under this Agreement, or is carried, by Licensee.

7. **License Fee.** Licensee will not pay a license fee to the City for the granting of the License and use of the Licensed Area.

8. **No Holding Over.** Upon the expiration or earlier termination of this Agreement, Licensee will have no right of possession and no right of holdover regarding the Licensed Area, and Licensee will not assert and waives any such right or other right of possession.

9. **Right of Entry.** the City and its designees may enter the Licensed Area for all lawful purposes, including during the Event, at any time without notice to Licensee, including in situations that the City reasonably believes are an emergency.

10. **Right to Terminate.** Notwithstanding anything to the contrary stated in this Agreement, the City may immediately terminate this Agreement at any time during the Term upon delivering notice of termination to Licensee. This right includes delivery of notice to Licensee's representatives at the Licensed Area should the City representative conclude, in his or her sole discretion, that an Event must be immediately terminated.

11. **Assignment or Sublicense.** Licensee may not assign or transfer this Agreement or the License, or sublicense all or any part of the Licensed Area.

12. **Compliance with Laws.** Licensee will not and will not permit anyone else to use, generate, manufacture, produce, store, discharge or dispose of on, under or about the Licensed Area any hazardous substances. Licensee will comply with and observe, and cause each Licensee Party to comply with and observe, all laws, ordinances, codes, orders, rules, regulations and requirements of every governmental authority having jurisdiction over the Licensed Area pertaining to Licensee's and each Licensee Party's use and occupation of the Licensed Area and their exercise of their rights and obligations under this Agreement.

13. **Notice.** Any notice, consent, approval, request or authorization and the like (collectively, "Notice") required or permitted under this Agreement must be in writing, with the exception of notices intended to immediately terminate an Event, at the Licensed Area. Notice may

be delivered in person (and be deemed effective upon delivery), ordinary first-class mail, or by e-mail, to the Parties at the following addresses:

To the City:

The City

360 N. Main Street
North Liberty, IA 52317
Attn: Chief Brian Platz
e-mail: bplatz@northlibertyiowa.org

To Licensee:

Bill Erb
Assistant Fire Chief / Fire Marshal
Tiffin Fire Department
211 Main Street, Tiffin, Iowa 52340
e-mail: berb@tiffin-iowa.org

14. **Merger**. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings regarding such subject matter whether oral or written. This Agreement may not be amended except in a writing that is signed by both Parties.

15. **Effective Date**. The Agreement will become effective on the date it is last signed by both Parties where indicated below (the “Effective Date”).

16. **Counterparts**. This Agreement may be signed in one or more counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

17. **Signature Authority**. Each person signing this Agreement below warrants that they have the authority to bind their respective employer to the terms of this Agreement.

City of Tiffin:

City of North Liberty:

By: _____

By: _____

Name: Tim Kasparek

Name: _____

Title: Mayor

Title: _____

Signature Date: _____

Signature Date: _____

North Liberty Fire Department Hands-on Training

NOTICE

The North Liberty Fire Department recommends that all students receive a periodic physical examination to determine their health status and that the requirements of SCBA use be explained to the examiner.

North Liberty Fire Department will not take the responsibility of screening potential students. Therefore, it is up to each department/company to ensure their personnel are capable of strenuous exertion. In addition, all firefighters are considered employees of their municipality, and the municipality is required to provide worker's compensation coverage.

If you have, or suspect that you have, any of the following conditions, you are advised to refrain from active participation in training wearing an SCBA until medical clearance from a physician can be obtained.

- Respiratory problems
- Heart/circulatory related problems
- Blood pressure problems
- Diabetes
- Seizures
- Anxiety when in close or confined spaces
- Or any medical condition you feel may be aggravated by fire-fighting activities

The individuals taking part in this training (along with their department/educational institution) will take sole responsibility for any personal negligence or liability, which may occur. It is the understanding of the North Liberty Fire Department Training Division that all of these participants are covered by personal insurance policies and procedures.

As these exercises are being held by North Liberty Fire Department for other than North Liberty Fire Department members, each individual agrees that any accident or injury will be the responsibility of themselves, their respective employers, their respective departments, or their educational institution and that neither the North Liberty Fire Department Training Facility, North Liberty Fire Department or the City of North Liberty shall be held liable in any way.

I have read and understood the intent of the above warnings.

Participant's Signature

Date

Designee for City of Tiffin Signature

Date



**AGENDA INFORMATION
TIFFIN CITY COUNCIL COMMUNICATION**

DATE: October 31, 2025

AGENDA ITEM: Consideration of Payables List - Motion to Approve

ACTION: Approval

ATTACHMENTS: Payables List



Tiffin, IA

Expense Approval Report

By Fund

Post Dates 11/4/2025 - 11/4/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - General Fund					
RCX SPORTS LLC	000056159-1	11/04/2025	FLAG FB JERSEYS	001-431-6507	3,645.00
HARRYS CUSTOM TROPHIES	007582	11/04/2025	FB MEDALS	001-431-6599	65.00
HARRYS CUSTOM TROPHIES	007630	11/04/2025	VB MEDALS	001-431-6599	52.50
HARRYS CUSTOM TROPHIES	007692	11/04/2025	LOCKER & ACCOUNTABILITY TAGS	001-150-6179	88.02
MSA PROFESSIONAL SERVICES	022020	11/04/2025	VILLAGE DR/RFR SIGNAL DESIGN	001-610-6407	4,573.55
HEIMAN FIRE EQUIPMENT	0947666-IN	11/04/2025	HELMET	001-150-6179	465.75
HEIMAN FIRE EQUIPMENT	0947800-IN	11/04/2025	CAMERA	001-150-6350	7,600.00
UNIVERSITY OF IOWA HEALTH...	11042025	11/04/2025	PHYSICALS - FD	001-150-6412	1,340.95
DAVID HANDLEY	11042025	11/04/2025	COURSE REIMBURSEMENT	001-151-6230	900.00
UNIVERSITY OF IOWA HEALTH...	11042025	11/04/2025	PHYSICALS - FD	001-151-6412	2,169.05
JOHNSON COUNTY EXTENSION	11042025	11/04/2025	JONAS APPLICATOR LICENSE	001-430-6230	45.00
JOHN DEERE FINANCIAL	11042025	11/04/2025	TOOLS, SUPPLIES, BATTERY	001-430-6320	135.92
JOHN DEERE FINANCIAL	11042025	11/04/2025	TOOLS, SUPPLIES, BATTERY	001-430-6320	56.98
JOHN DEERE FINANCIAL	11042025	11/04/2025	TOOLS, SUPPLIES, BATTERY	001-430-6320	7.98
ALLIANT ENERGY	11042025	11/04/2025	590 ELLA AVE LIGHTS	001-430-6371	35.27
JOHN DEERE FINANCIAL	11042025	11/04/2025	TOOLS, SUPPLIES, BATTERY	001-430-6504	159.99
JOHN DEERE FINANCIAL	11042025	11/04/2025	TOOLS, SUPPLIES, BATTERY	001-430-6504	97.96
JOHN DEERE FINANCIAL	11042025	11/04/2025	TOOLS, SUPPLIES, BATTERY	001-430-6507	24.49
PITNEY BOWES BANK INC RES...	11042025	11/04/2025	POSTAGE	001-650-6508	400.00
MEHMEN, BRETT	11042025	11/04/2025	WW CONFERENCE MILAGE REIMBURSEMENT	001-650-6599	271.60
ALLIANT ENERGY	11042025A	11/04/2025	ELEC. - STREET LIGHTS, TRAFFIC SIGNALS, SIRENS	001-150-6371	463.00
ALLIANT ENERGY	11042025A	11/04/2025	ELEC. - STREET LIGHTS, TRAFFIC SIGNALS, SIRENS	001-199-6371	132.70
ALLIANT ENERGY	11042025A	11/04/2025	ELEC. - STREET LIGHTS, TRAFFIC SIGNALS, SIRENS	001-430-6371	1,434.71
ALLIANT ENERGY	11042025A	11/04/2025	ELEC. - STREET LIGHTS, TRAFFIC SIGNALS, SIRENS	001-650-6371	221.41
ICMA MEMBERSHIP PAYMEN...	1254265	11/04/2025	ICMA MEMBERSHIP - ASHELY	001-699-6210	686.14
IOWA FIREFIGHTERS ASSOCIAT..	13987	11/04/2025	23 IFA MEMBER DUES	001-150-6210	483.00
HOLLYWOOD GRAPHICS	1710	11/04/2025	REFELCTIVE VINYL STICKERS	001-150-6332	28.00
HOLLYWOOD GRAPHICS	1722	11/04/2025	KUBOTA & TRUCK VINYL STICKERS	001-430-6332	97.90
HOLIDAY INN DES MOINES AI...	1760972939	11/04/2025	FALL IMFOA	001-620-6230	712.32
JASON LOCKWOOD	26	11/04/2025	YOUTH UMPING	001-431-6499	720.00
CEDAR RIVER GARDEN CENTER	311	11/04/2025	TREES, SHRUBS	001-430-6320	8,057.60
CEDAR RIVER GARDEN CENTER	314	11/04/2025	TREES/SHRUBS	001-430-6320	191.97
CEDAR RIVER GARDEN CENTER	315	11/04/2025	TREES & SHRUBS	001-430-6320	9,939.20
PITNEY BOWES GLOBAL FINA...	3321517228	11/04/2025	POSTATE METER	001-650-6508	425.71
JUNGE	3674450/1	11/04/2025	13' SUPER DUTY REPAIRS	001-150-6332	285.00
SPENLER TIRE SERVICE	50389	11/04/2025	TIRE REPAIR	001-170-6332	36.95
SPENLER TIRE SERVICE	50545	11/04/2025	FORD OIL CHANGE	001-170-6332	101.85
NATIONWIDE OFFICE CLEANE...	63200	11/04/2025	CONCESSIONS CLEANING	001-650-6409	195.00
NATIONWIDE OFFICE CLEANE...	63767	11/04/2025	CITY HALL/PW/CONCESSIONS CLEANING	001-650-6409	405.29
IOWA INTERSTATE RAILROAD,...	734416	11/04/2025	BIKE PATH SIGNAL MAINTENANCE	001-210-6417	205.76
IOWA INTERSTATE RAILROAD,...	734483	11/04/2025	MEHMEN SIGNAL MAINTENANCE	001-210-6417	792.72
THE GAZETTE	IN165269	11/04/2025	PRINTING/PUBLISHING 10-7 MINUTES	001-640-6414	326.18

Expense Approval Report

Post Dates: 11/4/2025 - 11/4/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
THE GAZETTE	IN165453	11/04/2025	PRINTING/PUBLISHING PH	001-640-6414	37.52
THE GAZETTE	IN165979	11/04/2025	URBAN RENEWAL PLAN PRINTING/PUBLISHING 10-21	001-640-6414	303.97
FUSIONSITE MIDWEST, LLC	IP41229	11/04/2025	MINUTES PARKS PORTABLE TOILET	001-430-6497	1,485.00
			RENTALS		
Fund 001 - General Fund Total:					49,903.91
Fund: 110 - Road Use Tax					
JOHN DEERE FINANCIAL	11042025	11/04/2025	TOOLS, SUPPLIES, BATTERY	110-210-6332	129.99
JOHN DEERE FINANCIAL	11042025	11/04/2025	TOOLS, SUPPLIES, BATTERY	110-210-6507	24.48
ALLIANT ENERGY	11042025A	11/04/2025	ELEC. - STREET LIGHTS, TRAFFIC	110-210-6371	780.07
			SIGNALS, SIRENS		
ALLIANT ENERGY	11042025A	11/04/2025	ELEC. - STREET LIGHTS, TRAFFIC	110-230-6371	5,384.79
			SIGNALS, SIRENS		
ALLIANT ENERGY	11042025A	11/04/2025	ELEC. - STREET LIGHTS, TRAFFIC	110-240-6371	159.70
			SIGNALS, SIRENS		
LL PELLING	132765	11/04/2025	HOTMIX	110-210-6417	242.89
HOLLYWOOD GRAPHICS	1722	11/04/2025	KUBOTA & TRUCK VINYL	110-210-6331	97.90
			STICKERS		
ELAN CITY	20-4813	11/04/2025	SPEED DISPLAY SIGNS	110-210-6509	6,899.00
COLONY PLUMBING HEATING	220906422	11/04/2025	HARD START KIT	110-210-6310	342.16
IOWA PRISON INDUSTRIES	303610	11/04/2025	POSTS & STREET SIGNS	110-210-6509	73.60
LL PELLING	31733	11/04/2025	ROAD REPAIRS	110-210-6417	2,336.00
WALKER WELDING	3525	11/04/2025	FLAIL MOWER ON CASE	110-210-6350	668.00
WALKER WELDING	4151	11/04/2025	STEEL	110-210-6350	74.99
NATIONWIDE OFFICE CLEANE...	63767	11/04/2025	CITY HALL/PW/CONCESSIONS	110-210-6409	405.29
			CLEANING		
LOGAN CONTRACTOR SUPPLY,...	G51568	11/04/2025	2 X4' SAFETY RED ADA PANELS	110-210-6417	505.60
Fund 110 - Road Use Tax Total:					18,124.46
Fund: 112 - Employee Benefit					
PRINCIPAL LIFE INSURANCE	11042025	11/04/2025	LIFE INSURANCE	112-210-6150	54.25
PRINCIPAL LIFE INSURANCE	11042025	11/04/2025	LIFE INSURANCE	112-620-6150	54.25
Fund 112 - Employee Benefit Total:					108.50
Fund: 307 - Park Road Paving					
BOOMERANG CORP.	PAY REQUEST 8	11/04/2025	N PARK RD WIDENING	307-210-6499	67,514.80
Fund 307 - Park Road Paving Total:					67,514.80
Fund: 309 - US HWY 6 RECONSTRUCTION					
MSA PROFESSIONAL SERVICES	021835	11/04/2025	HWY 6 RECONSTRUCTION	309-210-6407	17,623.60
Fund 309 - US HWY 6 RECONSTRUCTION Total:					17,623.60
Fund: 330 - Tiffin Firetruck					
SUTPHEN CORPORATION	HS-7850	11/04/2025	PUMPER TRUCK	330-150-6499	830,698.15
Fund 330 - Tiffin Firetruck Total:					830,698.15
Fund: 339 - Original Town PH3					
RATHJE CONSTRUCTION CO	PAY ESTIMATE 10	11/04/2025	ORIGINAL TOWN URBANIZATION PH 3	339-210-6499	170,549.10
Fund 339 - Original Town PH3 Total:					170,549.10
Fund: 340 - Recreation Center					
MIRON CONSTRUCTION CO, I...	PAY APPLICATION 6	11/04/2025	PAY APPLICATION 6	340-430-6499	1,584,244.68
Fund 340 - Recreation Center Total:					1,584,244.68
Fund: 346 - FIRE EQUIPMENT					
MACQUEEN EQUIPMENT	P56894	11/04/2025	HOSE COUPLINGS	346-150-6499	4,480.00
MACQUEEN EQUIPMENT	P56895	11/04/2025	HOSES & COUPLINGS	346-150-6499	4,590.00
MACQUEEN EQUIPMENT	P56896	11/04/2025	DOUBLE JACKET HOSE	346-150-6499	1,050.00
Fund 346 - FIRE EQUIPMENT Total:					10,120.00
Fund: 600 - Water					
HARRYS CUSTOM TROPHIES	007543	11/04/2025	ENGRAVING	600-810-6504	17.50
SCHIMBERG CO	10108792-00	11/04/2025	PARTS	600-810-6505	283.10
PRINCIPAL LIFE INSURANCE	11042025	11/04/2025	LIFE INSURANCE	600-810-6150	54.25

Expense Approval Report

Post Dates: 11/4/2025 - 11/4/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JOHN DEERE FINANCIAL	11042025	11/04/2025	TOOLS, SUPPLIES, BATTERY	600-810-6181	39.98
JOHN DEERE FINANCIAL	11042025	11/04/2025	TOOLS, SUPPLIES, BATTERY	600-810-6181	30.39
JOHN DEERE FINANCIAL	11042025	11/04/2025	TOOLS, SUPPLIES, BATTERY	600-810-6504	41.98
JOHN DEERE FINANCIAL	11042025	11/04/2025	TOOLS, SUPPLIES, BATTERY	600-810-6504	8.99
JOHN DEERE FINANCIAL	11042025	11/04/2025	TOOLS, SUPPLIES, BATTERY	600-810-6507	19.98
PITNEY BOWES BANK INC RES...	11042025	11/04/2025	POSTAGE	600-810-6508	800.00
ALLIANT ENERGY	11042025A	11/04/2025	ELEC. - STREET LIGHTS, TRAFFIC SIGNALS, SIRENS	600-810-6371	14,456.31
CHEM-SULT INC	15836	11/04/2025	CHEMICALS	600-810-6501	710.80
CHEM-SULT INC	15858	11/04/2025	CHEMICALS	600-810-6501	1,677.50
CHEM-SULT INC	15859	11/04/2025	CHEMICALS	600-810-6501	681.45
CHEM-SULT INC	15875	11/04/2025	CHEMICALS	600-810-6501	669.50
CARGILL INC	2911528948	11/04/2025	SALT FOR WATER PLANT	600-810-6501	6,096.81
CARGILL INC	2911605968	11/04/2025	SALT FOR WATER PLANT	600-810-6501	6,230.64
PITNEY BOWES GLOBAL FINA...	3321517228	11/04/2025	POSTATE METER	600-810-6508	851.41
STEVE'S ELECTRIC	3358	11/04/2025	PUMP REPAIR	600-810-6490	640.00
CRYSTAL CLEAR WATER CO	507311	11/04/2025	WATER & SEWER TESTING SUPPLIES	600-810-6511	42.50
MIDAMERICAN ENERGY	573044338	11/04/2025	109 BROWN ST	600-810-6371	46.07
USA BLUE BOOK	INV00847677	11/04/2025	AUTOMATIC FLUSHING HYDRANT	600-810-6505	6,687.64
USA BLUE BOOK	INV00866691	11/04/2025	WATER/SEWER TESTING SUPPLIES	600-810-6507	28.58
USA BLUE BOOK	INV00866815	11/04/2025	WATER/SEWER TESTING SUPPLIES	600-810-6507	151.64
USA BLUE BOOK	INV00866964	11/04/2025	WATER/SEWER TESTING SUPPLIES	600-810-6507	91.66
CORE & MAIN	X878793	11/04/2025	WATER METERS	600-810-6780	141.77
Fund 600 - Water Total:					40,500.45
Fund: 608 - WATER TREATMENT PLANT					
MSA PROFESSIONAL SERVICES	022172	11/04/2025	WATER TREATMENT PLANT DESIGN	608-810-6407	25,999.36
TRICON CONSTRUCTION GRO...	PAY APPLICATION 3R	11/04/2025	WATER TREATMENT PLANT	608-810-6499	407,204.83
Fund 608 - WATER TREATMENT PLANT Total:					433,204.19
Fund: 610 - Sewer					
MSA PROFESSIONAL SERVICES	021834	11/04/2025	SANITARY SEWER STUDY	610-815-6490	4,274.02
PRINCIPAL LIFE INSURANCE	11042025	11/04/2025	LIFE INSURANCE	610-815-6150	54.25
PITNEY BOWES BANK INC RES...	11042025	11/04/2025	POSTAGE	610-815-6508	800.00
ALLIANT ENERGY	11042025A	11/04/2025	ELEC. - STREET LIGHTS, TRAFFIC SIGNALS, SIRENS	610-815-6371	6,340.81
SMITH SANITATION	2510071067101	11/04/2025	WW PLANT DUMPSTER RENTAL	610-815-6490	175.00
PITNEY BOWES GLOBAL FINA...	3321517228	11/04/2025	POSTATE METER	610-815-6508	851.41
CRYSTAL CLEAR WATER CO	507311	11/04/2025	WATER & SEWER TESTING SUPPLIES	610-815-6511	42.50
MIDAMERICAN ENERGY	573044338	11/04/2025	109 BROWN ST	610-815-6371	46.07
HAWKINS, INC	7224970	11/04/2025	CHEMICALS	610-815-6501	1,217.50
USA BLUE BOOK	INV00866691	11/04/2025	WATER/SEWER TESTING SUPPLIES	610-815-6507	28.58
USA BLUE BOOK	INV00866815	11/04/2025	WATER/SEWER TESTING SUPPLIES	610-815-6507	151.63
USA BLUE BOOK	INV00866964	11/04/2025	WATER/SEWER TESTING SUPPLIES	610-815-6507	91.66
Fund 610 - Sewer Total:					14,073.43
Grand Total:					3,236,665.27

Report Summary

Fund Summary

Fund	Payment Amount
001 - General Fund	49,903.91
110 - Road Use Tax	18,124.46
112 - Employee Benefit	108.50
307 - Park Road Paving	67,514.80
309 - US HWY 6 RECONSTRUCTION	17,623.60
330 - Tiffin Firetruck	830,698.15
339 - Original Town PH3	170,549.10
340 - Recreation Center	1,584,244.68
346 - FIRE EQUIPMENT	10,120.00
600 - Water	40,500.45
608 - WATER TREATMENT PLANT	433,204.19
610 - Sewer	14,073.43
Grand Total:	3,236,665.27

Account Summary

Account Number	Account Name	Payment Amount
001-150-6179	BUNKER GEAR/PPE - FIRE	553.77
001-150-6210	DUES - FIRE	483.00
001-150-6332	VEHICLE REPAIRS - FIRE	313.00
001-150-6350	OPERATIONAL EQUIPM...	7,600.00
001-150-6371	UTILITIES- FIRE	463.00
001-150-6412	MEDICAL/WELLNESS FIRE	1,340.95
001-151-6230	ADVANCED FIREFIGHTER...	900.00
001-151-6412	NFPA 1582 ENTRY - LEVE...	2,169.05
001-170-6332	VEHICLE REPAIRS - BUILD..	138.80
001-199-6371	UTILITIES-WARNING SIR...	132.70
001-210-6417	RAILROAD CROSSING MA..	998.48
001-430-6230	TRAINING - PARKS	45.00
001-430-6320	GROUPS REPAIR/MAIN...	18,389.65
001-430-6332	VEHICLE REPAIRS - PARKS	97.90
001-430-6371	UTILITIES-PARKS	1,469.98
001-430-6497	RESTROOM SERVICES - ...	1,485.00
001-430-6504	MINOR EQUIPMENT - P...	257.95
001-430-6507	OPERATING SUPPLIES - ...	24.49
001-431-6499	OTHER CONTRACTUAL S...	720.00
001-431-6507	UNIFORMS - RECREATION	3,645.00
001-431-6599	OTHER SUPPLIES - RECR...	117.50
001-610-6407	ENGINEERING - ADMIN/...	4,573.55
001-620-6230	TRAINING - CLERK/TREA...	712.32
001-640-6414	PRINTING/PUBLISHING	667.67
001-650-6371	UTILITIES-CITY HALL	221.41
001-650-6409	CITY HALL CLEANING	600.29
001-650-6508	POSTAGE	825.71
001-650-6599	MISCELLANEOUS EXPEN...	271.60
001-699-6210	DUES - MPO,ICAD	686.14
110-210-6310	BUILDING REPAIR/MAIN...	342.16
110-210-6331	VEHICLE OPERATIONS-R...	97.90
110-210-6332	VEHICLE REPAIRS - RUT ...	129.99
110-210-6350	OPER EQUIP REPAIR - R...	742.99
110-210-6371	UTILITIES - RUT STREETS	780.07
110-210-6409	PUBLIC WORKS CLEANI...	405.29
110-210-6417	STREET MAINTENANCE -...	3,084.49
110-210-6507	OPERATING SUPPLIES -R...	24.48
110-210-6509	POSTS/SIGNS - RUT STRE...	6,972.60
110-230-6371	STREET LIGHTS - UTILITY	5,384.79
110-240-6371	TRAFFIC SIGNALS - UTILIT..	159.70
112-210-6150	GROUP INSURANCE - ST...	54.25

Account Summary

Account Number	Account Name	Payment Amount
112-620-6150	GROUP INSURANCE - CL...	54.25
307-210-6499	CONTRACTUAL - NORTH...	67,514.80
309-210-6407	ENGINEERING - US HWY ...	17,623.60
330-150-6499	CONTRACTUAL- FIRETR...	830,698.15
339-210-6499	ORIGINAL TOWN PH3 - ...	170,549.10
340-430-6499	CONTRACTUAL - RECR...	1,584,244.68
346-150-6499	FIRE EQUIPMENT - CON...	10,120.00
600-810-6150	GROUP INSURANCE - W...	54.25
600-810-6181	UNIFORM ALLOWANCE -...	70.37
600-810-6371	UTILITIES - WATER	14,502.38
600-810-6490	OTHER PROFESSIONAL S...	640.00
600-810-6501	CHEMICALS	16,066.70
600-810-6504	MINOR EQUIPMENT	68.47
600-810-6505	OTHER EQUIPMENT	6,970.74
600-810-6507	OPERATING SUPPLIES	291.86
600-810-6508	POSTAGE	1,651.41
600-810-6511	WATER TESTING SUPPLI...	42.50
600-810-6780	WATER METERS	141.77
608-810-6407	ENGINEERING - WATER ...	25,999.36
608-810-6499	CONTRACTUAL - WATER...	407,204.83
610-815-6150	GROUP INSURANCE - S...	54.25
610-815-6371	UTILITIES - SEWER	6,386.88
610-815-6490	OTHER PROFESSIONAL S...	4,449.02
610-815-6501	CHEMICALS	1,217.50
610-815-6507	OPERATING SUPPLIES	271.87
610-815-6508	POSTAGE	1,651.41
610-815-6511	SEWER TESTING SUPPLIES	42.50
Grand Total:		3,236,665.27

Project Account Summary

Project Account Key	Payment Amount
None	3,236,665.27
Grand Total:	3,236,665.27



AGENDA INFORMATION TIFFIN CITY COUNCIL COMMUNICATION

DATE:	October 29, 2025
AGENDA ITEM:	Discussion and Consideration of Change Order #9 – Original Town Phase 3
ACTION:	Approval

Overview

This report is submitted for Council consideration of Change Order Request No. 9 for the Tiffin Phase 3 Reconstruction Project, submitted by Rathje Construction. The request proposes the addition of a new bid item for Full Depth 9" PCC Patches, which was not included in the original contract.

Background & Justification

The original bid item (#43) specified **HMA Standard Traffic, ½" mix** for full-depth patches. The field conditions required the use of **9" PCC patches** instead, as shown on sheet O.01 (HFC-592), totaling **272.3 SY**. The alley at Hwy 6 was excluded due to a utility conflict. The PCC patch work is more labor-intensive and includes hand installation of epoxy-coated rebar dowels and rigid dowel bars, requiring additional time and effort.

The proposed change includes:

Addition of PCC Patch Item:

- 272.3 SY @ \$165.00/SY = **\$44,929.50**

Deducts from Existing Items:

- Excavation Class 10: -\$584.55
- Modified Subbase: -\$1,818.60
- PCC 9": -\$21,239.40
- Pavement Removal: -\$2,450.70
- **Total Deducts: -\$26,092.89**

Recommendation

Staff recommends approval of **Change Order Request No. 9** in the amount of **\$18,836.61** to add the Full Depth 9" PCC Patch item to the contract for the Tiffin Phase 3 Reconstruction Project.

ATTACHMENTS: Change Order



CHANGE ORDER REQUEST

DATE: 10/21/2025

CONTRACT # 0

CHANGE ORDER REQUEST NO. 9

PROJECT: Tiffin Phase 3 Reconstruction Project

CONTRACTOR: Rathje Construction

CONTRACTOR PROJECT MANAGER: Dan Scofield

CITY OF TIFFIN CONSTRUCTION PROJECT MANAGER: Ben Carhoff

DESCRIPTION OF REQUEST:

Bid item # 43 Patches, Full Depth in the estimate reference states that the material shall be HMA Standard Traffic, 1/2" mix. Tab on sheet O.01 HFC-592 shows 272.3 SY of PCC patch (minus the alley @ HWY 6, did not get removed due to utility conflict). There is no bid item for the PCC Full Depth Patches. This Change order request is to add this item to the contract. This Unit price includes, but is not limited to, sawing, removing, and disposing of existing pavement and reinforcing; restoring the subgrade; furnishing and installing tie bars and dowel bars; furnishing and placing the patch material, including the asphalt binder and tack coat; forming and constructing integral curb; surface curing and pavement protection; joint sawing and filling; and placing backfill and restoring disturbed surfaces. Adding this item will create a deduct in 4 other plan quantity items, #3 Excavation Class 10: 43.3CY@ \$13.50=\$584.55. #6 Modified Subbase 43.3CY@\$42.00= \$1818.6. #45 PCC 9" 272.3SY@\$78.00=\$21,239.4. # 54 Pavement Removal 272.3SY@\$9.00=\$2,450.70. This item is needed due to the crews time of the installation is doubled, compared to placing concrete in front of a paving machine. This will all be hand work, including drilling 1.25" epoxy coated rebar dowels 12" on center (RT joint) and 5/8" rigid epoxy coated dowel bars every 36" (BT joint) in by hand and epoxied. Item reference from SUDAS 7040-A-1.08.

SUDAS SPECIFICATION SECTION TO SUPPORT REQUEST, DIVISION 1:

JUSTIFICATION FOR THE REQUEST, WORKING DIVISION:

Line No.	Spec. #	Item No.	Item Description	Quantity	Unit	Unit Price	Mark up	Unit Price w/ Markup	Working Days Requested	Proposed Increase (Decrease) in Contract Price
1	7040 A	8019	Full Depth Patch 9" PCC	272.30	SY	\$165.00	0.00%	\$165.00	2	\$44,929.50
			Bid Item Deducts	1.00	LS	-\$26,092.89	0.00%	-\$26,092.89		(\$26,092.89)
Net Increase (Decrease)									2	\$18,836.61

SUPPORT DOCUMENTS INCLUDED:

CONTRACT TIME IMPACT: (N/A)

REVISED SCHEDULE PROVIDED? YES or NO

STANDARD SUDAS BID ITEMS MUST BE USED IF POSSIBLE, OTHERWISE PROVIDE COST BREAKDOWN:

INVOICES (REQUIRED):

MATERIAL SUBMITTALS (REQUIRED):

ADDITIONAL SUPPORT DOCUMENTS INCLUDED:

This document does not change the Contract Price or Contract Time but is evidence that the parties expect that the subject changes will be incorporated into a subsequent Contract Change Order following negotiation by the parties as to effect, if any, upon Contract Price or Contract Time. Work shall not be deemed acknowledged per Division 1, General Provisions and Covenants until all signatures are received. Payment related to this document will only be made after execution of Contract Change Order through City Council.



AGENDA INFORMATION
TIFFIN CITY COUNCIL COMMUNICATION

DATE:	October 29, 2025
AGENDA ITEM:	Discussion and Consideration of Pay Application #10 – Rathje Construction, Original Town
ACTION:	Approval

Overview

This report is submitted for Council consideration of Pay Estimate #10 from Rathje Construction Co. for work completed on the Original Town Urbanization – Phase 3 project.

Project Background

This pay estimate covers a wide range of completed items including:

- Clearing and grubbing
- Excavation and subgrade preparation
- Storm sewer installation
- Watermain and hydrant work
- PCC pavement and sidewalk installation
- Curb and gutter
- Electrical circuits and light poles
- Traffic control and erosion control measures
- Additional work from approved change orders (e.g., retaining wall replacement, water service abandonment, subgrade stabilization)

Recommendation

Staff recommends approval of **Pay Estimate #10** in the amount of **\$170,549.10** to Rathje Construction Co. for work completed on the Original Town Urbanization Phase 3 project.

ATTACHMENTS: Pay Estimate #10

DATE: October 15, 2025

Hart-Frederick Consultants P.C.
510 East State Street
P.O. Box 560
Tiffin, Iowa 52340-0560

Original Town Urbanization - Phase 3
CITY OF TIFFIN
HFC#12218.131

PAY ESTIMATE PROCEDURES

1. Sign All Copies as Indicated
2. Send One Copy With Payment of \$ 170,549.10
to CONTRACTOR Rathje Construction Co.
305 44th St., PO Box 408
Marion, IA 52302
3. Return One Copy to Hart-Frederick Consultants (address above)
4. Retain One Copy for Your Records

Please call (319) 545-7215 with any questions. Thank-you.

PARTIAL PAYMENT ESTIMATE NUMBER 10

CONTRACTOR:	Rathje Construction Co.
ADDRESS:	305 44th St., PO Box 408
CITY, STATE, ZIP	Marion, IA 52302
OWNER:	CITY OF TIFFIN
PROJECT:	Original Town Urbanization - Phase 3
HFC#12218.131	

Date of Completion:	Amount of Contract:		Date of Estimate:
Original: 9/1/2025	Original: \$2,134,856.90		From: 1-Sep-25
Revised: 9/30/2025	Revised: \$2,171,676.79	(C.O. #7)	To: 30-Sep-25

	THIS PERIOD	TOTAL TO DATE
Amount Earned	\$179,525.37	\$2,014,260.16
Add Material Stored On-Site	\$ -	\$ -
Subtract Materials Installed On-Site	\$ -	\$ -
Subtotal	\$ 179,525.37	\$2,014,260.16
Retainage (5%)	\$ 8,976.27	\$ 100,713.00
Previous Payments		\$1,742,998.06
Amount Due	\$ 170,549.10	\$ 170,549.10

Estimated % of Job Complete Based on Amount Earned/Contract Amount only 94%

This does not constitute work completed to date

Is Contractor's Construction Progress on Schedule? YES NO N/A

I hereby certify that I have carefully inspected the work and as a result of my inspection and to the best of my knowledge and belief, the quantities shown in this estimate are correct and have not been shown in previous estimates and the work has been performed in accordance with the contract documents.

HART-FREDERICK CONSULTANTS P.C.

By: _____
 Title: Project Engineer
 Date: October 15, 2025

Approved by Owner's Representative: By: _____
 Title: _____

(Additional signatures -- if required) By: _____
 Title: _____

DATE: 15-Oct-2025
 OWNER: CITY OF TIFFIN
 PROJECT: Original Town Urbanization - Phase 3
 PROJECT #: HPC012118.131
 CONTRACTOR: Rathje Construction Co.

ITEM NO.	CONTRACT ITEMS	UNIT	EST QTY	UNIT PRICE	CONTRACTOR'S BID PRICE	Pay Period #10		TOTAL TO DATE	
						QTY	AMOUNT	QTY	AMOUNT
(NOTE: Items shown in BOLD are the ADDENDUM CHANGES)									
1	CLEARING & GRUBBING	UNITS	357.80	\$30.00	\$10,734.00		\$ -	307.80	\$ 9,234.00
2	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	5634.76	\$13.50	\$76,069.26	516.25	\$ 6,969.38	5,634.76	\$ 76,069.27
3	EXCAVATION, CLASS 10, WASTE	CY	4626.04	\$12.50	\$57,825.50	290.94	\$ 3,636.75	4,626.04	\$ 57,825.51
4	TOPSOIL, STRP, SALVAGE & RESPREAD	CY	1008.72	\$33.00	\$33,287.76	150.00	\$ 4,950.00	889.91	\$ 29,367.03
5	SUBGRADE PREPARATION	SY	9296.45	\$2.00	\$18,592.90	1,033.36	\$ 2,066.72	9,296.36	\$ 18,592.72
6	MODIFIED SUBBASE	CY	1579.47	\$42.00	\$66,337.74	337.78	\$ 14,186.76	1,579.47	\$ 66,337.74
7	SHOULDER FINISH, EARTH	STA	44.45	\$300.00	\$13,335.00	(24.55)	\$ (7,365.00)	44.45	\$ 13,335.00
8	REMOVAL OF KNOWN PIPE CULVERTS, MISC. SIZE AND TYPE	LF	1120.00	\$15.00	\$16,800.00	30.00	\$ 450.00	1,517.00	\$ 22,755.00
9	STORM SEWER, TRENCHED, 12 IN DIA.	LF	168.50	\$80.00	\$13,480.00	58.50	\$ 4,680.00	219.00	\$ 17,520.00
10	STORM SEWER, TRENCHED, 15 IN DIA.	LF	833.50	\$80.00	\$66,680.00		\$ -	874.50	\$ 69,960.00
11	STORM SEWER, TRENCHED, 18 IN DIA.	LF	580.00	\$100.00	\$58,000.00		\$ -	605.00	\$ 60,500.00
12	STORM SEWER, TRENCHED, 24 IN DIA.	LF	558.70	\$145.00	\$81,011.50		\$ -	524.00	\$ 75,980.00
13	PIPE APRON, RCP, 24 IN.	EACH	1.00	\$2,950.00	\$2,950.00		\$ -	1.00	\$ 2,950.00
14	PIPE APRON GUARD	EACH	1.00	\$1,400.00	\$1,400.00		\$ -	1.00	\$ 1,400.00
15	SUBDRAIN, PREFORATED PLASTIC PIPE, 4 IN. DIA.	LF	2994.00	\$19.50	\$58,383.00	510.00	\$ 9,945.00	3,592.00	\$ 70,044.00
16	SUBDRAIN OUTLET, CMP, 4 IN. DIA.	EACH	28.00	\$250.00	\$7,000.00	4.00	\$ 1,000.00	38.00	\$ 9,500.00
17	SUBDRAIN CLEANOUT, TYPE B, 24-INCH	EACH	4.00	\$1,250.00	\$5,000.00		\$ -		\$ -
18	WATERMAIN, TRENCHED, DR-18 PVC, 6 IN. DIA.	LF	819.00	\$55.00	\$45,045.00		\$ -	459.00	\$ 25,245.00
19	WATERMAIN, TRENCHED, DR-18 PVC, 4 IN. DIA.	LF	11.00	\$85.00	\$935.00		\$ -		\$ -
20	WATERMAIN, TRENCHLESS, DR-18 PVC, 6 IN. DIA.	LF	329.00	\$70.00	\$23,030.00		\$ -		\$ -
21	FITTINGS, MJ, DIP, 6 IN. DIA.	EACH	40.00	\$400.00	\$16,000.00		\$ -	15.00	\$ 6,000.00
22	FITTINGS, MJ, DIP, 12 IN. DIA.	EACH	2.00	\$1,000.00	\$2,000.00		\$ -		\$ -
23	WATER SERVICE PIPE, TYPE K COPPER, 1 IN. DIA.	LF	239.00	\$23.00	\$5,497.00		\$ -	30.00	\$ 690.00
24	WATER SERVICE CORPORATION, 1 IN. DIA.	EACH	4.00	\$450.00	\$1,800.00		\$ -		\$ -
25	WATER SERVICE CURB STOP AND BOX, 1 IN. DIA.	EACH	4.00	\$500.00	\$2,000.00		\$ -	1.00	\$ 500.00
26	GATE VALVE, MJ, 6 IN. DIA.	EACH	10.00	\$1,900.00	\$19,000.00		\$ -	5.00	\$ 9,500.00
27	GATE VALVE, MJ, 6 IN. DIA.	EACH	1.00	\$4,350.00	\$4,350.00		\$ -		\$ -
28	FIRE HYDRANT ASSEMBLY, W/M-201	EACH	1.00	\$7,800.00	\$7,800.00		\$ -	1.00	\$ 7,800.00
29	VALVE BOX EXTENSION/ADJUSTMENT	EACH	10.00	\$500.00	\$5,000.00		\$ -	7.00	\$ 3,500.00
30	FIRE HYDRANT ADJUSTMENT	EACH	1.00	\$1,850.00	\$1,850.00		\$ -		\$ -
31	WATERMAIN CONFLICTS	EACH	7.00	\$5,500.00	\$38,500.00		\$ -	4.00	\$ 22,000.00
32	WATERMAIN REMOVALS	LS	1.00	\$1,000.00	\$1,000.00		\$ -	0.50	\$ 500.00
33	MANHOLE, SW-401, 48 IN.	EACH	3.00	\$4,750.00	\$14,250.00		\$ -	2.00	\$ 9,500.00
34	MANHOLE, SW-401, 60 IN.	EACH	1.00	\$5,500.00	\$5,500.00		\$ -	2.00	\$ 11,000.00
35	INTAKE, SW-501	EACH	27.00	\$3,800.00	\$102,600.00		\$ -	24.00	\$ 91,200.00
36	INTAKE, SW-501, MODIFIED	EACH	3.00	\$5,650.00	\$16,950.00		\$ -	3.00	\$ 16,950.00
37	INTAKE, SW-507	EACH	1.00	\$5,000.00	\$5,000.00		\$ -		\$ -
38	INTAKE, SW-512	EACH	2.00	\$1,350.00	\$2,700.00		\$ -	4.00	\$ 5,400.00
39	MANHOLE ADJUSTMENT, MINOR	EACH	7.00	\$500.00	\$3,500.00		\$ -	7.00	\$ 3,500.00
40	INTAKE ADJUSTMENT, MINOR	EACH	2.00	\$750.00	\$1,500.00	2.00	\$ 1,500.00	2.00	\$ 1,500.00
41	REMOVE INTAKE	EACH	10.00	\$750.00	\$7,500.00		\$ -	9.00	\$ 6,750.00
42	PATCHES, FULL DEPTH FINISH, BY COUNT	EACH	10.00	\$100.00	\$1,000.00		\$ -		\$ -
43	PATCHES, FULL DEPTH FINISH, BY COUNT	SY	111.00	\$200.00	\$22,200.00		\$ -		\$ -
44	SUBBAS, (PATCHES)	SY	111.00	\$40.00	\$4,440.00		\$ -		\$ -
45	PAVEMENT, PCC, CLASS C, 3 DURABILITY 9 IN. THICK	SY	1794.20	\$78.00	\$139,947.60	689.35	\$ 53,769.30	1,794.42	\$ 139,964.76
46	PAVEMENT, PCC, CLASS C, 3 DURABILITY 6 IN. THICK	SY	1549.80	\$57.00	\$88,338.60		\$ -	1,931.00	\$ 110,067.00
47	PAVEMENT, BRICK/PAVER INLAY	SY	657.70	\$71.00	\$46,696.70	163.85	\$ 11,633.35	657.70	\$ 46,696.70
48	BITUMINOUS BEDDING COURSE	SY	657.70	\$29.90	\$19,665.23		\$ -	657.70	\$ 19,665.24
49	CURB AND GUTTER, 36 IN. WIDE, 9 IN. THICK	LF	3533.40	\$32.70	\$115,542.18	292.00	\$ 9,548.40	3,534.00	\$ 115,561.80
50	PAVEMENT, BMA, STANDARD TRAFFIC, 5 IN. THICK	SY	4805.30	\$45.90	\$220,563.27		\$ -	3,396.89	\$ 165,097.25
51	FULL DEPTH RECLAMATION	SY	6203.10	\$4.50	\$27,913.95		\$ -	6,449.76	\$ 29,023.93
52	REMOVAL OF SIDEWALK	SY	971.00	\$9.00	\$8,739.00	246.40	\$ 2,217.60	993.36	\$ 8,940.24
53	REMOVAL OF DRIVEWAY	SY	489.00	\$9.00	\$4,401.00	251.73	\$ 2,265.57	1,145.49	\$ 10,309.41
54	REMOVAL OF PAVEMENT	SY	800.00	\$9.00	\$7,200.00	292.05	\$ 2,628.45	804.85	\$ 7,243.65
55	SIDEWALK, PCC, 4 IN.	SY	1221.50	\$50.70	\$61,919.91	323.95	\$ 16,424.27	821.24	\$ 41,636.87
56	SIDEWALK, PCC, 6 IN.	SY	801.60	\$80.00	\$64,128.00	31.43	\$ 2,514.40	310.38	\$ 24,830.40
57	COMBINED SIDEWALK AND RETAINING WALL	CY	82.10	\$275.00	\$22,577.50		\$ -	88.16	\$ 24,244.00
58	CONCRETE STEPS	SF	72.00	\$150.00	\$10,800.00		\$ -	82.00	\$ 12,300.00
59	DETECTABLE WARNING	SF	374.00	\$47.25	\$17,671.50	50.00	\$ 2,362.50	200.00	\$ 9,450.00
60	DRIVEWAY, PAVED, PCC, 6 IN.	SY	727.00	\$74.40	\$54,088.80	109.30	\$ 8,131.92	723.39	\$ 53,820.21
61	DRIVEWAY, GRANULAR	TON	34.00	\$31.00	\$1,054.00		\$ -	18.06	\$ 559.86
62	SLOPE PROTECTION, WOOD EXCELISIOR MAT	SQ	7.00	\$100.00	\$700.00		\$ -		\$ -
63	STABILIZING CROP SEEDING, FERTILIZING, (URBAN)	ACRE	0.50	\$1,500.00	\$750.00		\$ -		\$ -
64	CONVENTIONAL SEEDING, SEEDING, FERT., AND MULCHING	ACRE	1.25	\$3,500.00	\$4,375.00		\$ -		\$ -
65	PERIMETER+SLOPE SEDIMENT CONTROL DEVICE 9 INCH	LF	300.00	\$3.00	\$900.00		\$ -	575.00	\$ 1,725.00
66	PERIMETER+SLOPE SEDIMENT CONTROL DEVICE 12 INCH	LF	300.00	\$4.00	\$1,200.00		\$ -		\$ -
67	REMOVE PERIMETER+SLOPE SEDIMENT CONTROL DEVICE	LF	600.00	\$0.50	\$300.00		\$ -		\$ -
68	REVEITEMENT, CLASS D	TON	20.00	\$60.00	\$1,200.00		\$ -	11.24	\$ 674.40
69	EROSION STONE	TON	5.00	\$120.00	\$600.00		\$ -	8.31	\$ 997.20
70	SWPPP MANAGEMENT	LS	1.00	\$6,300.00	\$6,300.00	0.10	\$ 630.00	0.80	\$ 5,040.00
71	MOBILIZATION	LS	1.00	\$135,000.00	\$135,000.00		\$ -	1.00	\$ 135,000.00
72	TRAFFIC CONTROL	LS	1.00	\$15,000.00	\$15,000.00		\$ -	0.90	\$ 13,500.00
73	RELOCATION OF MAILBOXES	EACH	8.00	\$375.00	\$3,000.00		\$ -	6.00	\$ 2,250.00
74	REMOVAL OF SIGNS	EACH	29.00	\$50.00	\$1,450.00	4.00	\$ 200.00	24.00	\$ 1,200.00
75	REMOVE AND REINSTALL SIGNS	EACH	17.00	\$150.00	\$2,550.00		\$ -		\$ -
76	TYPE A SIGNS	SF	95.05	\$20.00	\$1,901.00		\$ -		\$ -
77	STEEL POSTS FOR TYPE A SIGNS	LF	728.00	\$13.00	\$9,464.00		\$ -		\$ -
78	LIGHT POLES	EACH	12.00	\$3,200.00	\$38,400.00	4.00	\$ 12,800.00	10.00	\$ 32,000.00
79	ELECTRICAL CIRCUITS	LF	2237.00	\$15.00	\$33,555.00	692.00	\$ 10,380.00	1,838.00	\$ 27,570.00
80	HANDHOLES AND JUNCTION BOXES	EACH	5.00	\$1,000.00	\$5,000.00	2.00	\$ 2,000.00	4.00	\$ 4,000.00
81	PAINTED PAV'T MARKS, WATERBORNE/SOLVENT BASED	STA	37.44	\$150.00	\$5,616.00		\$ -		\$ -
82	PAINTED PAV'T SYMBOLS, WATERBORNE/SOLVENT BASED	EACH	5.00	\$135.00	\$675.00		\$ -		\$ -
83	REMOVAL OF FENCE, CHAIN LINK	LF	106.00	\$15.00	\$1,590.00		\$ -		\$ -
84	SPOT REPAIRS, SANITARY SEWER, BY COUNT	EACH	1.00	\$250.00	\$250.00		\$ -	3.00	\$ 750.00
85	SPOT REPAIRS, SANITARY SEWER, BY LINEAR FOOT	LF	15.00	\$400.00	\$6,000.00		\$ -	61.00	\$ 24,400.00
TOTAL OF THE BASE BID (Total of Items 1-85):					\$2,134,856.90		\$ 179,525.37		\$1,891,423.19
CO01	6-Inch Subgrade Stabilization	CY	346.00	\$75.00	\$25,950.00		\$ -	412.31	\$ 30,923.25
	Polymer Grid Subgrade Stabilization	SY	2,077.11	\$3.50	\$7,269.89		\$ -	3,253.20	\$ 11,386.21
	Utility Conflict Delay	HR	8.00	\$450.00	\$3,600.00		\$ -	8.00	\$ 3,600.00
CO02	Additional tree removal	LS	1.00	\$7,800.00	\$7,800.00		\$ -	1.00	\$ 7,800.00
	Fire Hydrant Extension	LS	1.00	\$1,500.00	\$1,500.00		\$ -	1.00	\$ 1,500.00
	Addition Concrete 107 Third Street	LS	1.00	\$1,200.00	\$1,200.00		\$ -	1.00	\$ 1,200.00
	Additional Drainable Backfill for Wall	LF	440.00	\$22.50	\$9,900.00		\$ -	440.00	\$ 9,900.00
CO03	Remove and replace Retaining Wall 330 Summerhays	LS	1.00	\$1,450.00	\$1,450.00		\$ -	1.00	\$ 1,450.00
	Lower Existing Water Line 331 Summerhays	LS	1.00	\$3,250.00	\$3,250.00		\$ -	1.00	\$ 3,250.00
	Winter Stabilization Mulch	LS	1.00	\$1,100.00	\$1,100.00		\$ -	1.00	\$ 1,100.00
CO04	Watermain Conflict, 8-inch	LS	1.00	\$6,930.00	\$6,930.00		\$ -	2.00	\$ 13,860.00
	Water Service Abandonment 1-inch	LS	1.00	\$2,100.00	\$2,100.00		\$ -	1.00	\$ 2,100.00
	Water Service Abandonment 2-inch	LS	1.00	\$2,100.00	\$2,100.00		\$ -	1.00	\$ 2,100.00
	Sewer Service Abandonment	LS	1.00	\$1,200.00	\$1,200.00		\$ -	1.00	\$ 1,200.00
	SW-501 Intake (Mod.)	EACH	1.00	\$6,743.40	\$6,743.40		\$ -	1.00	\$ 6,743.40
CO05	Water Service 6-inch	EACH	1.00	\$10,807.49	\$10,807.49		\$ -	1.00	\$ 10,807.49
	Storm Sewer Service 8-inch	EACH	2.00	\$2,100.00	\$4,200.00		\$ -	1.00	\$ 2,100.00
CO06	Additional 6-inch Subgrade Stabilization	CY	50.00	\$75.00	\$3,750.00		\$ -	50.00	\$ 3,750.00
	Additional Polymer Grid Subgrade Stabilization	SY	300.00	\$3.50	\$1,050.00		\$ -	300.00	\$ 1,050.00
CO07	Additional 6-inch Subgrade Stabilization	CY	85.56	\$75.00	\$6,417.00		\$ -	68.62	\$ 5,146.50
	Additional Polymer Grid Subgrade Stabilization	SY	513.33	\$3.50	\$1,796.66		\$ -	534.32	\$ 1,870.12
CHANGE ORDER SUB-TOTAL					\$0.00		\$ -		\$ -
AMOUNT EARNED TOTAL							\$179,525.37		\$2,014,260.16
9998	Materials Stored on-site						\$ -		\$ -
9999	Materials Installed on-site (Deduct)						\$ -		\$ -
MATERIALS SUB-TOTAL							\$ -		\$ -
TOTAL							\$ 179,525.37		\$ 2,014,260.16



AGENDA INFORMATION TIFFIN CITY COUNCIL COMMUNICATION

DATE:	October 29, 2025
AGENDA ITEM:	Discussion and Consideration of Pay Application #8 – Boomerang Corp – North Park Road Project
ACTION:	Approval

Purpose

This staff report is submitted for Council consideration of Pay Application #8 from Boomerang Corp., the prime contractor for the North Park Road Project.

Background

Boomerang Corp. is under contract with the City of Tiffin for the North Park Road Project roadway improvements including pavement marking, signage, water service installation and fire hydrant assembly. The awarded contract amount is \$5,458,891.91. The authorized amount to date is \$5,482,933.66.

The application has been reviewed and recommended for approval by MSA Professional Services, the City's engineering consultant.

- Pay Period: September 21, 2025 – October 15, 2025
- Approval Date: November 4, 2025
- Current Payment Amount: \$67,514.80
- Total Paid to Date (including this estimate): \$3,099,786.43

This pay estimate includes:

- Pavement markings, symbols, and Type A signs previously installed but not paid due to pending certifications
- Water service stubs (1" and 2" copper)
- Gate valves (8" and 12")
- Fire hydrant assemblies

Recommendation

Staff recommends approval of **Pay Application #8** in the amount of **\$67,514.80** to Boomerang Corp. for work completed on the North Park Road Project.

ATTACHMENTS: Pay Application



City of Tiffin - Iowa

Detailed Payment

52-7662-615

Description STP-U-7662(615)--70-52, Letting Date- December 17, 2024

Payment Number 8

Pay Period 09/21/2025 to 10/15/2025

Approval Date 11/04/2025

Prime Contractor Boomerang Corp.
13225 Circle Dr Suite A, Anamosa, IA 52205
Anamosa, IA, IA 52205

Payment Status Pending

Awarded Project Amount \$5,458,891.91

Authorized Amount \$5,482,933.66

Remarks This pay app includes pavement markings, pavement symbols, Type A signs & associated bid items that were installed prior to pay app #7 but not previously paid for due to lack of certifications.

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 0001 - STP-U-7662(615)--70-52, ROADWAY ITEMS										
0010	2101-0850001	ACRE	\$12,000.000	1.235	0.000	1.120	1.120	1.120	\$0.00	\$13,440.00
CLEARING AND GRUBBING										

Stockpile	Fund Package	Current Advancements	Advancements To Date	Current Recoveries	Recoveries To Date
WATER SERVICE STUB, COPPER, 1 IN.					
#7 - 2554-0204120	52-7662-615-CAT-2 ROADWAY ITEMS - DIVISION 2	\$0.00	\$937.66	\$0.00	\$0.00
WATER SERVICE STUB, COPPER, 2 IN.					
#8 - 2554-0207008	52-7662-615-CAT-2 ROADWAY ITEMS - DIVISION 2	\$0.00	\$1,579.24	\$0.00	\$1,579.24
VALVE, GATE, DIP, 8 IN.					
#9 - 2554-0207012	52-7662-615-CAT-2 ROADWAY ITEMS - DIVISION 2	\$0.00	\$44,985.00	\$0.00	\$17,994.00
VALVE, GATE, DIP, 12 IN.					
#10 - 2554-0210201	52-7662-615-CAT-2 ROADWAY ITEMS - DIVISION 2	\$0.00	\$59,328.60	\$0.00	\$23,731.44
FIRE HYDRANT ASSEMBLY, WM-201					
Totals:		\$0.00	\$186,632.44	\$0.00	\$86,063.90

Summary

Current Approved Work:	\$67,514.80	Approved Work To Date:	\$3,029,217.89
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$186,632.44
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$86,063.90
Current Retainage:	\$0.00	Retainage To Date:	\$30,000.00
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$67,514.80	Payments To Date:	\$3,099,786.43
Previous Payment:	\$171,277.61	Previous Payments To Date:	\$3,032,271.63



AGENDA INFORMATION
TIFFIN CITY COUNCIL COMMUNICATION

DATE:	October 31, 2025
AGENDA ITEM:	Discussion and Consideration of Pay Application #6 – Miron Construction, Recreation Center
ACTION:	Approval

Overview

This report is submitted for Council consideration of Pay Application #6 from Miron Construction Co., Inc. for work completed on the City of Tiffin Community Recreation Center located at 105 S Park Road.

Pay Application #6 Details

- Application Period: Through October 31, 2025
- Total Completed & Stored to Date: \$2,417,411.86
- Retainage: \$120,870.60
- Total Earned Less Retainage: \$2,296,541.26
- Less Previous Payments: \$712,316.58
- Current Payment Due: \$1,584,224.68
- Balance to Finish (Including Retainage): \$9,096,598.86

Scope of Work Included

This pay application covers progress on:

- General conditions and requirements
- Construction fee and preconstruction services
- Cast-in-place concrete
- Steel fabrication and erection
- Electrical work
- Earthwork and site utilities
- Landscaping and allowances

Recommendation

Based on the architect's certification and staff review, staff recommends approval of Pay Application #6 in the amount of \$1,584,224.68 to Miron Construction Co., Inc. for work completed on the Community Recreation Center project.

ATTACHMENTS: Pay Application

Page: 1 of 4

Distribution to:

☐ OWNER

☐ ARCHITECT

☐ CONTRACTOR

☐

☐

ARCHITECT: Atura Architecture
912 North 13th Street
Clear Lake, IA 50428

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Miron Construction Co., Inc.

CONTINUATION SHEET

AIA DOCUMENT G703

Page: 2

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulation below, amounts are stated to the nearest cent.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 6

APPLICATION DATE: 10/23/2025

INVOICE NO.:

PERIOD TO: 10/31/2025

250120-0006

PROJECT NO: 250120

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
005	General Conditions	503,136.00	0.00	503,136.00	110,061.00	31,446.00	0.00	141,507.00	28	361,629.00	7,075.35
010	General Requirements	206,878.00	0.00	206,878.00	21,097.11	7,069.09	0.00	28,166.20	14	178,711.80	1,408.33
015	Construction Manager Contingency	567,585.00	-110,206.02	457,378.98	0.00	0.00	0.00	0.00	0	457,378.98	0.00
016	Owner Contingency	0.00	350,492.00	350,492.00	0.00	0.00	0.00	0.00	0	350,492.00	0.00
020	Construction Fee	500,822.00	-42,001.00	458,821.00	237,916.42	67,216.32	0.00	305,132.74	67	153,688.26	15,256.62
025	Preconstruction Services	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	500.00
030	Railroad Insurance	5,050.00	0.00	5,050.00	5,050.00	0.00	0.00	5,050.00	100	0.00	252.50
035	Cast In Place Concrete	813,985.00	86,986.44	900,971.44	400.00	134,090.37	0.00	134,490.37	15	766,481.07	6,724.52
040	Masonry	344,553.00	-167,058.00	177,495.00	0.00	0.00	0.00	0.00	0	177,495.00	0.00
045	Steel Fabrication and Erection	987,710.00	97,290.00	1,085,000.00	15,912.50	0.00	0.00	15,912.50	1	1,069,087.50	795.63
050	General Trades	327,150.00	62,793.00	389,943.00	76.97	0.00	0.00	76.97	0	389,866.03	3.85
055	Rolling Doors and Shutters	6,890.00	1,870.00	8,760.00	0.00	0.00	0.00	0.00	0	8,760.00	0.00
060	Alum Windows, Entrances, Glass/Glazing	611,932.00	-222,632.00	389,300.00	0.00	0.00	0.00	0.00	0	389,300.00	0.00
065	Gypsum Board Systems	320,909.00	-103,119.00	217,790.00	0.00	0.00	0.00	0.00	0	217,790.00	0.00
070	Tile	13,129.00	2,934.00	16,063.00	0.00	0.00	0.00	0.00	0	16,063.00	0.00
075	Suspended Acoustical Ceiling and Panels	117,427.00	-27,246.00	90,181.00	0.00	0.00	0.00	0.00	0	90,181.00	0.00
080	Resilient Athletic Flooring	269,255.00	-42,255.00	227,000.00	0.00	0.00	0.00	0.00	0	227,000.00	0.00
085	Wood Athletic Flooring	240,000.00	-40,307.00	199,693.00	0.00	9,985.00	0.00	9,985.00	5	189,708.00	499.25
090	Resilient Flooring, Base and Carpet	67,829.00	-46,219.00	21,610.00	0.00	0.00	0.00	0.00	0	21,610.00	0.00
095	Painting and Wall Covering	161,504.00	-73,358.00	88,146.00	0.00	0.00	0.00	0.00	0	88,146.00	0.00
100	Building Signage	80,097.00	4,003.00	84,100.00	0.00	0.00	0.00	0.00	0	84,100.00	0.00
105	Athletic Equipment	300,600.00	12,745.00	313,345.00	0.00	0.00	0.00	0.00	0	313,345.00	0.00

Miron Construction Co., Inc.

CONTINUATION SHEET AIA DOCUMENT G703

Page: 3

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulation below, amounts are stated to the nearest cent.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 6

APPLICATION DATE: 10/23/2025

INVOICE NO.:

PERIOD TO: 10/31/2025

250120-0006

PROJECT NO: 250120

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER- %(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
110	Metal Building Systems	1,997,300.00	21,450.00	2,018,750.00	0.00	1,315,457.80	0.00	1,315,457.80	65	703,292.20	65,772.89
115	Elevators	122,000.00	0.00	122,000.00	0.00	0.00	0.00	0.00	0	122,000.00	0.00
120	Fire Suppression	204,120.00	-75,443.00	128,677.00	0.00	0.00	0.00	0.00	0	128,677.00	0.00
125	Plumbing	383,200.00	-62,280.00	320,920.00	0.00	0.00	0.00	0.00	0	320,920.00	0.00
130	HVAC	935,847.00	-215,897.00	719,950.00	0.00	0.00	0.00	0.00	0	719,950.00	0.00
135	Electrical	823,355.00	-146,663.73	676,691.27	5,230.00	11,463.88	0.00	16,693.88	2	659,997.39	834.69
140	Earthwork	315,386.00	11,601.70	326,987.70	173,521.18	50,919.67	0.00	224,440.85	69	102,546.85	11,222.04
145	Aggregate Piers	135,379.00	0.00	135,379.00	135,379.00	0.00	0.00	135,379.00	100	0.00	6,768.95
150	Asphalt Paving	169,606.00	0.00	169,606.00	0.00	0.00	0.00	0.00	0	169,606.00	0.00
155	Concrete Site Work	82,800.00	0.00	82,800.00	0.00	0.00	0.00	0.00	0	82,800.00	0.00
160	Athletic Turf Surfacing	45,000.00	-5,500.00	39,500.00	0.00	0.00	0.00	0.00	0	39,500.00	0.00
165	Site Utilities	64,708.00	18,486.68	83,194.68	31,692.50	18,486.68	0.00	50,179.18	60	33,015.50	2,508.96
166	Landscaping	0.00	97,075.00	97,075.00	0.00	18,860.00	0.00	18,860.00	19	78,215.00	943.00
170	Testing & Inspections Allowance	40,000.00	0.00	40,000.00	3,470.25	0.00	0.00	3,470.25	9	36,529.75	173.51
175	New Utility Services Allowance	40,000.00	-14,543.95	25,456.05	0.00	2,610.12	0.00	2,610.12	10	22,845.93	130.51
180	Mill & Overlay N Parking Lot Allowance	101,000.00	0.00	101,000.00	0.00	0.00	0.00	0.00	0	101,000.00	0.00
185	Flood Insurance Deductible Allowance	25,000.00	0.00	25,000.00	0.00	0.00	0.00	0.00	0	25,000.00	0.00
190	CMU Enhancements Allowance	35,000.00	-35,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
195	Lobby Alternate Ceiling Allowance	45,000.00	-45,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
200	Data Cabling & Backbone Allowance	250,000.00	-250,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
205	Access Control Allowance	34,000.00	0.00	34,000.00	0.00	0.00	0.00	0.00	0	34,000.00	0.00
210	CCTV Allowance	45,000.00	0.00	45,000.00	0.00	0.00	0.00	0.00	0	45,000.00	0.00

Miron Construction Co., Inc.

CONTINUATION SHEET AIA DOCUMENT G703

Page: 4

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest cent.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 6

APPLICATION DATE: 10/23/2025

INVOICE NO.:

PERIOD TO: 10/31/2025

250120-0006

PROJECT NO: 250120

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER- %(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
215	Landscaping Allowance	75,000.00	-75,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
220	Unreleased Add #3 Allowance	10,000.00	-10,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
<i>Project Total</i>		12,435,142.00	-1,042,001.88	11,393,140.12	749,806.93	1,667,604.93	0.00	2,417,411.86	21	8,975,728.26	120,870.60

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT

THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006



AGENDA INFORMATION TIFFIN CITY COUNCIL COMMUNICATION

DATE: October 31, 2025

AGENDA ITEM: Discussion and Consideration of Change Order #9 – Original Town Phase 3

ACTION: Approval

Overview

This report is submitted for Council consideration of Change Order #11 for the North Park Road Project (STP-U-7662(615) – 70-52). The change order addresses additional erosion and sediment control measures required near the Blue Line Stream.

Background

During mass grading operations along the Blue Line Stream (west side of N. Park Road, from south of Mopar Drive to Hwy 6), significant erosion and sedimentation occurred, and existing soil stabilization measures proved insufficient. To comply with NPDES and Section 404 permits, more robust erosion control measures are required. The details of this change order and the justification are as follows:

- Description: Add rock check dams and associated maintenance and removal for erosion/sediment control.
- Items Added:
 - Rock Check Dam: 200 LF @ \$55.00/LF = \$11,000.00
 - Maintenance of Rock Check Dam: 5 EA @ \$350.00/EA = \$1,750.00
 - Removal of Rock Check Dam: 5 EA @ \$400.00/EA = \$2,000.00
- Total Change Order Amount: \$14,750.00
- Original Contract Amount: \$5,458,891.91
- Revised Contract Amount: \$5,497,683.66
- Contract Time Impact: None (no change to schedule).

Justification

- Rock check dams are more effective than wattle ditch checks and silt fence ditch checks currently specified.
- Unit prices were reviewed and found reasonable compared to statewide bid averages:
 - Rock Check Dam: \$55/LF (below average \$69.04/LF)
 - Maintenance: \$350/EA (within range)
 - Removal: \$400/EA (within range)

Recommendation

Based on the City Engineer's recommendation, staff recommends approval of Change Order #11 with Boomerang Corp. in the amount of \$14,750.00 for additional erosion control measures on the North Park Road Project.

ATTACHMENTS: Change Order



City of Tiffin - Iowa

Change Order Details

52-7662-615

Description	STP-U-7662(615)--70-52, Letting Date- December 17, 2024
Prime Contractor	Boomerang Corp. 13225 Circle Dr Suite A, Anamosa, IA 52205 Anamosa, IA, IA 52205
Change Order	11
Status	Pending
Date Created	10/27/2025
Type	Non-Significant - Federal-Aid Participating
Summary	Add rock check dams and associated maintenance and removal for erosion/sediment control measures near the Blue Line Stream.
Change Order Description	8130: Add item for 2602-0000160 ROCK CHECK DAM 8140: Add item for 2602-0000170 MAINTENANCE OF ROCK CHECK DAM 8150: Add item for 2602-0000180 REMOVAL OF ROCK CHECK DAM
Awarded Project Amount	\$5,458,891.91
Authorized Project Amount	\$5,482,933.66
Change Order Amount	\$14,750.00
Revised Project Amount	\$5,497,683.66

B-Reason for Change

8130: Add 200 LF of rock check dams needed for erosion/sediment control in the Blue Line Stream and associated tributary. The Blue Line Stream is located on the west side of N. Park Road, on the project from just South of Mopar Drive to HWY 6 in Tiffin, IA. Due to mass grading operations in and around the Blue Line Stream, the site has experienced significant erosion and sedimentation, and lacks soil stabilization. Rock Check Dams are needed as they more robust than the current bid items in the project consisting of wattle

ditch checks and silt fence ditch checks that would otherwise be used. The checks dams are needed in the Blue Line Stream and associated tributary from STA 219+00 to approx. STA 221+00 within the ROW to reduce erosion & sedimentation, help with tributary bottom stabilization, and to comply with NPDES and 404 permits.

8140: Add for maintenance of rock check dams to be installed.

8150: Add for removal of rock check dams to be installed.

C-Settlement for cost(s) of change

8130: Agreed unit price.

8140: Agreed unit price.

8150: Agreed unit price.

D-Justification for cost(s)

8130: Agreed unit price. Unit price (\$55.00/LF) is below the average unit bid price of the same item (\$69.04/LF) and also below the maximum unit bid price (\$255.00/LF) when compared with a Bid Tab analysis of bid prices for the item from April 2025 to October 2025. Unit price includes Prime Contractor markup of 10% per 1109.03,3.

8140: Agreed unit price. Unit price (\$350.00/EA) is above the average unit bid price of the same item (\$201.72/EA) and below the maximum unit bid price (\$750.00/EA) when compared with a Bid Tab analysis of bid prices for the item from April 2025 to October 2025. Unit price includes Prime Contractor markup of 10% per 1109.03,3.

8150: Agreed unit price. Unit price (\$400.00/EA) is above the average unit bid price of the same item (\$281.74/EA) and below the maximum unit bid price (\$700.00/EA) when compared with a Bid Tab analysis of bid prices for the item from April 2025 to October 2025. Unit price includes Prime Contractor markup of 10% per 1109.03,3.

E-contract time adjustment

None. This change has no impact on the controlling item of work.

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 0001 - STP-U-7662(615)--70-52, ROADWAY ITEMS					
8130	2602-0000160	LF	200.000	\$55.000	\$11,000.00
ROCK CHECK DAM		Funding Details			
52-7662-615-CAT-1 ROADWAY ITEMS			200.000	\$55.000	\$11,000.00
8140	2602-0000170	EACH	5.000	\$350.000	\$1,750.00
MAINTENANCE OF ROCK CHECK DAM		Funding Details			
52-7662-615-CAT-1 ROADWAY ITEMS			5.000	\$350.000	\$1,750.00
8150	2602-0000180	EACH	5.000	\$400.000	\$2,000.00
REMOVAL OF ROCK CHECK DAM		Funding Details			
52-7662-615-CAT-1 ROADWAY ITEMS			5.000	\$400.000	\$2,000.00
3 items					Total: \$14,750.00

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
52-7662-615-CAT-1 ROADWAY ITEMS	\$4,872,701.91	\$4,882,313.66	\$14,750.00	\$4,897,063.66
52-7662-615-CAT-2 ROADWAY ITEMS - DIVISION 2	\$586,190.00	\$600,620.00	\$0.00	\$600,620.00
52-7662-615-CAT-3 NON-PARTICIPATING	\$0.00	\$0.00	\$0.00	\$0.00

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
3 fund packages	\$5,458,891.91	\$5,482,933.66	\$14,750.00	\$5,497,683.66

Attachments

Document	Name	Description	Submission Date
24060_-_RFC__012_-_Rock_Check_Dam.pdf	24060 - RFC #012 - Rock Check Dam.pdf		10/27/2025 03:48 PM EDT
bidex_maintenance_of_check_dam.jpg	bidex maintenance of check dam.jpg		10/27/2025 03:49 PM EDT
bidex_remove_check_dam.jpg	bidex remove check dam.jpg		10/27/2025 03:48 PM EDT
BidEx_rock_check_dam.jpg	BidEx rock check dam.jpg		10/27/2025 03:48 PM EDT
4 attachments			

Doc Express® Document Signing History

Contract: 52-7662-615 Document: change_order-11-20251027

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
10/29/2025	Dakota Simonsen Boomerang Corp. Electronic Signature (Approved by Contractor)
10/29/2025	Kelda Hankins MSA Professional Svs Electronic Signature (Recommended by Engineer / Approved)
	(Approved by PIRC (when applicable))
	(Approved by Administering Bureau or designee)
	(Approved by FHWA (when applicable))



AGENDA INFORMATION
TIFFIN CITY COUNCIL COMMUNICATION

DATE:	October 31, 2025
AGENDA ITEM:	Discussion and Consideration to Approve the Full-time Fire Chief Job Description and Proceed with Advertising for the Position and Council Action as Needed
ACTION:	Approval

Background

The City of Tiffin is preparing to advertise for a new full-time Fire Chief position. As part of this process, staff has developed an updated job description that reflects the evolving needs of the department and the community. The draft was reviewed during the October 31, 2025 work session and is now presented for formal approval.

This position will serve as the executive leader of the Tiffin Fire Department, overseeing all aspects of fire suppression, EMS, rescue operations, hazardous materials response, and community risk reduction. The Fire Chief will supervise both volunteer and career personnel and report directly to the City Administrator.

Recommendation

Staff recommends approval of the updated Fire Chief job description as presented, allowing the City to proceed with advertising and recruitment for this critical leadership role.

ATTACHMENTS: Job Description



300 Railroad St. PO Box 259 Tiffin, IA 52340

P. 319-545-2572 F. 319-545-4147 www.tiffin-iowa.org

FIRE CHIEF

Fire Chief	City of Tiffin Job Code:
City of Tiffin Dept/Division: Fire Department	Adopted:
AFSCME Salary Grade: ____	Manager Level: Managerial
FLSA Status: Non-exempt; Full-time, permanent	Reports to Position: City Administrator
Physical Demand Rating:	City Overtime Status: Non-exempt
Work Environment:	Pre-employment Testing: Drug and health screening after contingent offer
Position Testing: Knowledge and skills test. Standard Word, Excel; Job Fit Assessment	Personal Protective Equipment:

General Statement of Duties:

The Fire Chief serves as the executive leader of the Tiffin Fire Department and is responsible for the overall management, coordination, and administration of fire suppression, emergency medical services, rescue operations, hazardous materials response, and community risk reduction. This position provides strategic direction, supervises department personnel, responds to emergency and non-emergency incidents, ensures statutory and regulatory compliance, and promotes public safety through education, prevention, and emergency response. The Fire Chief works closely with City leadership, regional partners, and the community to ensure the delivery of high-quality emergency services in alignment with the City of Tiffin's values and growth.

Distinguishing Features of the Class:

The Fire Chief is a senior-level management position responsible for the overall leadership, strategic direction, and operational effectiveness of the Tiffin Fire Department. This role is distinguished by its broad scope of authority, high level of responsibility, and direct accountability to the City Administrator and City Council. The Fire Chief generally exercises independent judgment in decision-making, policy development, and personnel management. The position requires a combination of technical expertise in fire, rescue and EMS operations, administrative proficiency, and strong leadership skills to guide a department that includes both volunteer and career personnel. The Fire Chief serves as the primary liaison between the department and other city departments, regional emergency agencies, and the public.

Examples of Essential Work:

Responds to emergency and non-emergency incidents and serves as a primary responder; may serve as incident commander but is expected to perform any role, position, task, or activity in response to an emergency or incident dangerous to the public, including under NFPA 1010 (2024 ed.) Chapters 6 and 7 (Firefighter I and II) and Chapters 11-13 (Driver/Operator).

Serves as a medical responder; recognizes symptoms and administers medical care within scope of practice for certification level.

Prepares and completes required documentation including, but not limited to, patient care reports and incident reports, and submits required documentation and data to the State Fire Marshal and Bureau of Emergency Medical and Trauma Services; performs CQI of reports.

Provide team leadership and direction for all fire department operations, including city and rural fire suppression, EMS, rescue, and hazardous materials response.

Develop and implement department policies, guidelines, and standard operating procedures consistent with federal, state, and local laws.

Supervise and support volunteer and career personnel, including recruitment, retention, training, scheduling, and performance evaluation, and build a cohesive team of volunteers and career personnel.

Oversee maintenance and readiness of all fire, rescue, hazardous materials, and EMS equipment, vehicles, and facilities.

Conduct fire investigations and ensure compliance with reporting requirements and coordination with the State Fire Marshal.

Prepare and manage the department's annual operating budget and long-term capital improvement plan.

Collaborate with City staff on billing, grant applications, and fundraising efforts, as well as the Tiffin Emergency Responders' Association, Inc.

Lead community risk reduction efforts, including public education, fire prevention, and life safety programs, as well as deliver fire prevention activities to the public.

Attends and participates in department training, as well as classes and conferences on firefighting, rescue, EMS, and leadership; periodically instructs department training.

Provides advice, proposals, and recommendations to the City Administrator, City Council, and Board of Supervisors or other lawmakers, as applicable, regarding ordinances, codes, and strategic planning.

Represent the department at city council meetings, state and local community events, and regional emergency management forums and events.

Serves on and/or regularly participates in state and local organizations, groups, committees, or task forces, including the Johnson County Mutual Aid Association, Johnson County EMS Association, Iowa Fire Chiefs Association, Iowa Association of Professional Fire Chiefs, and Iowa Firefighters Association.

Maintain effective working relationships with mutual aid partners, emergency response agencies, and other city departments; coordinates mutual aid agreements, training, and drills.

Assist with code enforcement activities, including nuisance abatement and rental inspections, and enforce local codes and ordinances.

Ensure accurate documentation of incidents, patient care, and departmental activities.

Perform other duties as assigned by the City Administrator or City Council.

Required Knowledge and Abilities

Knowledge of principles and practices of modern fire suppression, rescue, prevention, and emergency medical services, as well as NFPA 1720, in city and rural areas.

Knowledge of incident command systems and emergency response protocols.

Knowledge of fire investigation techniques and methods; applicable state and federal laws and investigation and reporting requirements.

Knowledge of fire code enforcement, site plan review, and community risk reduction strategies.

Knowledge of budget development, financial management, and capital improvement planning.

Knowledge of personnel management, including supervision and leadership, training, evaluation, and fair discipline of volunteer and career personnel.

Knowledge of EMS administration, including CQI and audits.

Knowledge of city and township geography, including streets, water systems, and major infrastructure.

Knowledge of recordkeeping systems, report writing, and documentation standards.

Knowledge of public relations and community engagement strategies.

Knowledge of automatic and mutual aid agreements, Iowa Code Ch. 28E, and interagency coordination.

Knowledge of federal, state, and local laws and regulations, including OSHA and HIPAA.

Ability to lead and manage a combination of volunteer and career personnel effectively.

Ability to communicate clearly and professionally, both verbally and in writing.

Ability to analyze complex situations and develop effective solutions under pressure.

Ability to maintain composure and professionalism during emergency incidents and stressful conditions.

Ability to operate firefighting and EMS equipment safely and effectively.

Knowledge and ability to use computer systems and software for reporting, scheduling, communication, emergency incidents, investigations, and inspections.

Ability to establish and maintain positive working relationships with City staff, elected officials, regional partners, and the public.

Ability to apply independent judgment and initiative within established guidelines.

Ability to work long hours outdoors in adverse weather conditions when necessary.

Ability to handle confidential and sensitive issues with discretion and professionalism.

Acceptable Experience and Training

Bachelor's degree or higher in Fire Science, Emergency Management, Public Administration, or a closely related field is required.

A minimum of 10 years of progressive experience in the fire service, including at least 8 years as a fire officer with demonstrated experience in fire ground command, EMS operations, training program development, and departmental leadership. Experience in combination fire departments is required.

Experience developing strategic plans and managing capital improvement projects is highly desirable.

Experience working with prosecutors and testifying in court or depositions.

Must possess the following certifications:

Certification as an Iowa Emergency Medical Technician (EMT) or higher is required.

IFSAC or Pro Board Certifications: Firefighter II, Fire Service Instructor II, Fire Officer II, Fire Inspector I, and Fire Investigator.

Must possess NIMS certifications (ICS 100, 200, 300, 400, 700, and 800).

Preferred education/certifications:

ILEA Certified.

Masters Degree or equivalent Chief Fire Officer preferred.

Required Special Qualifications

Must pass a pre-employment physical examination and drug screening.

Must be insurable under the City of Tiffin's vehicle and umbrella liability insurance policies.

Must obtain and maintain a State of Iowa Class 'B' Commercial Driver's License with air-brake endorsement.

Iowa EMS Service Director (within 6 months of hire). Must maintain all required fire and EMS certifications throughout employment.

Availability for emergency callouts, including nights and weekends, evening meetings, and weekend events is required.

Residency within a reasonable response time to the Tiffin Fire Department's response area will be required.

Essential Physical Abilities

Ability to perform strenuous physical tasks for extended periods, including lifting, carrying, and operating heavy firefighting and EMS equipment.

Must be able to wear and operate a self-contained breathing apparatus (SCBA) and other protective gear weighing over 50 pounds.

Capable of working in extreme environmental conditions, including heat, cold, smoke, and wet or hazardous environments.

Ability to climb ladders, crawl in confined spaces, and perform rescue operations under physically demanding and stressful conditions.

Must maintain physical fitness and stamina necessary to respond to emergency incidents and lead by example.

Ability to stand, walk, bend, kneel, and reach for extended periods during emergency response and training activities.

Must have sufficient visual and auditory acuity to perform inspections, operate equipment, and communicate effectively in emergency situations.



AGENDA INFORMATION TIFFIN CITY COUNCIL COMMUNICATION

DATE:	October 31, 2025
AGENDA ITEM:	Discussion and Consideration of Pay Application #3 – Tricon Construction Group, Water Treatment
ACTION:	Approval

Purpose

To present a proposal from Next Level Response Solutions, LLC for the administration and development of an Assessment Center to evaluate candidates for the position of Fire Chief for the City of Tiffin.

Background

The City of Tiffin is preparing to conduct a professional and structured evaluation process for selecting its next Fire Chief. The proposed Assessment Center will be conducted between November 2025 and January 2026 and will include a full day of candidate evaluations using standardized methods aligned with national best practices.

The process includes:

- Structured interviews with panels (Chief Panel, Department Head Panel, Council Panel)
- Presentation exercises
- Situational judgment and simulation exercises
- An Assessor Integration Session to align scoring and observations

The assessment methodology follows the Guidelines and Ethical Considerations for Assessment Center Operations endorsed by the International Taskforce on Assessment Center Guidelines, and is tailored to reflect the Tiffin Fire Department's mission, vision, and values.

A full quote will be provided upon acceptance of the proposal, with final fees negotiated based on selected services.

Recommendation

Staff recommends approval to proceed with the proposal from Next Level Response Solutions, LLC to conduct the Fire Chief Assessment Center. This process will ensure a fair, transparent, and competency-based selection of the next Fire Chief for the City of Tiffin. Total estimated costs not to exceed \$6,081.

ATTACHMENTS: Proposal, Assessment Center Process & Policy 2025

Next Level Response Solutions LLC.

P.O. Box 685
Mason City, IA 50402
(319) 572-4152

PROPOSAL for:

Assessment Center – City of Tiffin, IA November 2025 – January 2026

PROJECT OVERVIEW

Assessment Center services for the position of "Fire Chief". One full day (approximately 9 hours) of assessment center activities expected.

REPORTS OVERVIEW

Assessment Center reports will consist of the following:

For the positions of Fire Chief, aggregate scoring is used to compare each candidate against an overall possible score, which produces a total score comparison for all candidates as well as a breakdown comparison of category scoring.

GOALS

1. Provide a quantified listing of candidates for the position of Fire Chief.
2. Provide scoring dimensions based on candidate strengths and weaknesses as related to the ability to perform job functions associated with this position.



SPECIFICATIONS

Assessment Center for Fire Chief to include:

Chief Panel

- Interview

Department Head Panel

- Presentation Exercise
- Interview

Council Panel et al.

- Interview

Assessor Integration Session

- After all candidate exercises are completed, evaluators will convene for an Assessor Integration Session to discuss performance observations and align scoring.



Terms

Upon acceptance of this proposal, an agreement of terms and conditions mutually agreed upon by Next Level Response Solutions, LLC. and the City of Tiffin will be negotiated.

Proposal Date

October 20, 2025

Fees

<u>Total estimates for the following services:</u>	
Assessment Center administration	\$3000
Custom Assessment Center development	\$2750
Travel (AC administrators)	\$331

Total fees paid to Next Level Response Solutions, LLC.	\$6081
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Full quote available upon proposal acceptance, to include negotiated fees based on the selection of services processed by Next Level Response Solutions, LLC.



Assessment Center Process

The assessment center typically used in the fire service utilizes a method of standardized evaluations of behavior from the result of numerous data inputs. The data collected comes from multiple areas of evaluations, which usually consists of oral, written, and tactical testing. Statistical aggregation is the most common method of scoring due to its easy quantification; however, scores must represent an analysis of job-relevant behaviors. The intended purpose of this assessment center focuses on all-hazards emergencies and the related behavioral dimensions associated with those constructs.

The Tiffin Fire Department responds to and mitigates all types of hazards, and so the assessment center should reflect as many of the areas of familiarity that would be expected of a chief of the department to have. Competency of these job-related areas of testing will be measured using proficiency equivalents of knowledge, skills, and abilities. Scoring from these dimensions will show behavioral constructs that point out strengths and weaknesses of the candidate's ability to perform the job description of Fire Chief.

The multiple assessment center components used here follows the "Guidelines and Ethical Considerations for Assessment Center Operations" ¹ endorsed by the International Taskforce on Assessment Center Guidelines. These components are constructed based on the department's key objectives and strategies that support the Tiffin Fire Department's Mission, Vision, and Values². Structural interviews, situational judgement tests, and simulation exercises are used, which require the candidate to display certain behaviors, demonstrating competencies related to a Fire Chief at the administrative position.

Scoring in each component is systematic, including, but not limited to behavioral checklists and rating scales that are recorded for review by the assessment administrator.

All procedures are described in the Tiffin Fire Department Assessment Center Policy on page 2 of this document which gives guidelines for evaluation purposes.

¹ Rupp, D. E., Hoffman, B. J., Bischof, D., Byham, W., Collins, L., Gibbons, A., ... Thornton, G. (2015). Guidelines and Ethical Considerations for Assessment Center Operations. *Journal of Management*, 41(4), 1244–1273. doi: 10.1177/0149206314567780

² "The mission of the Tiffin Fire Department is to protect the lives and property of Tiffin, including Clear Creek and Union townships, from fires, accidents, natural disasters and hazardous material incidents; to save lives by providing emergency medical services; to provide assistance to mutual aid partners and to prevent fires through prevention and education programs." Ref: https://www.tiffin-iowa.org/city_government/fire.php

Assessment Center Policy

Objective of Assessment Center – To measure behaviors that mimic the competencies, attributes and job performance skills that would be expected of a candidate to successfully fulfill the role of the Fire Chief at Tiffin Fire Department.

Use of Data - Prior to the assessment, candidates will be informed on what decisions will be made with the assessment center data post hoc. Any changes to these decisions will be clearly communicated to the candidates by the assessment administrator.

Validation Support – Assessment center content is based upon the job description of the position that is being tested for, and the expectations of how a typical workday might be experienced by that person.

- Scoring does not indicate a pass/fail decision matrix for the candidates being tested. Relative comparisons among candidates indicate where they rank in collective scores of each category assessed. This generates feedback for the decision-making process in selecting candidates.

Selections of Assessors – Selection of appropriate assessors is based on familiarity of the position being assessed, possessing the following attributes:

- Should have a good working knowledge of the position, or closely related field of work.
- Demonstrate an ability to observe candidates in multiple areas of performance and record behaviors using assessment tools.
- Have the ability to submit objective scoring consistently among all candidates.
- If assessors also serve as assessment administrators, they will fulfill this responsibility.
- Deliver feedback in clearly written notetaking as part of the assessment tools.

Supporting references

Principles for the Validation and Use of Personnel Selection Procedures. (2018). *Industrial and Organizational Psychology*, 11(S1), 1–97. doi: 10.1017/iop.2018.195

Testing and Assessment: An Employer's Guide to Good Practices. (1999). *U.S. Department of Labor Employment and Training Administration*

Uniform Guidelines on Employee Selection Procedures Equal Employment Opportunity Commission. *The Office of Personnel Management, U.S. Department of Justice, and U.S. Department of Labor* (1979). 41 CFR Part 603 (1978).

Assessment Center Process

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All procedures are described in the Tiffin Fire Department Assessment Center Policy on page 2 of this document which gives guidelines for evaluation purposes.

¹ Rupp, D. E., Hoffman, B. J., Bischof, D., Byham, W., Collins, L., Gibbons, A., ... Thornton, G. (2015). Guidelines and Ethical Considerations for Assessment Center Operations. *Journal of Management*, 41(4), 1244–1273. doi: 10.1177/0149206314567780

² "The mission of the Tiffin Fire Department is to protect the lives and property of Tiffin, including Clear Creek and Union townships, from fires, accidents, natural disasters and hazardous material incidents; to save lives by providing emergency medical services; to provide assistance to mutual aid partners and to prevent fires through prevention and education programs." Ref: https://www.tiffin-iowa.org/city_government/fire.php

Assessment Center Policy

Objective of Assessment Center – To measure behaviors that mimic the competencies, attributes and job performance skills that would be expected of a candidate to successfully fulfill the role of the Fire Chief at Tiffin Fire Department.

Use of Data - Prior to the assessment, candidates will be informed on what decisions will be made with the assessment center data post hoc. Any changes to these decisions will be clearly communicated to the candidates by the assessment administrator.

Validation Support – Assessment center content is based upon the job description of the position that is being tested for, and the expectations of how a typical workday might be experienced by that person.

- Scoring does not indicate a pass/fail decision matrix for the candidates being tested. Relative comparisons among candidates indicate where they rank in collective scores of each category assessed. This generates feedback for the decision-making process in selecting candidates.

Selections of Assessors – Selection of appropriate assessors is based on familiarity of the position being assessed, possessing the following attributes:

- Should have a good working knowledge of the position, or closely related field of work.
- Demonstrate an ability to observe candidates in multiple areas of performance and record behaviors using assessment tools.
- Have the ability to submit objective scoring consistently among all candidates.
- If assessors also serve as assessment administrators, they will fulfill this responsibility.
- Deliver feedback in clearly written notetaking as part of the assessment tools.

Supporting references

Principles for the Validation and Use of Personnel Selection Procedures. (2018). *Industrial and Organizational Psychology*, 11(S1), 1–97. doi: 10.1017/iop.2018.195

Testing and Assessment: An Employer's Guide to Good Practices. (1999). *U.S. Department of Labor Employment and Training Administration*

Uniform Guidelines on Employee Selection Procedures Equal Employment Opportunity Commission. *The Office of Personnel Management, U.S. Department of Justice, and U.S. Department of Labor* (1979). 41 CFR Part 603 (1978).

City of Tiffin, IA

CLIENT LIAISON:

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DATE:

October 30, 2025



ON-GOING PROJECTS

REVERSE OSMOSIS WATER TREATMENT PLANT DESIGN – CLINT WIENEN

The sanitary manholes and sanitary sewer lines have been installed and tested. The existing electric service has been moved to a temporary position to be clear for the building/structure construction to begin. Construction on concrete electrical pads is next on the schedule. Regular construction meetings have been scheduled to ensure project progress.

A Water Treatment Financial Assistance Program (WTFAP) grant application in the amount of \$500,000 was submitted to Iowa Finance Authority on October 21st. Anticipated award announcements is in December/January.

HIGHWAY 6 CONCEPT AND COST ESTIMATE – JAMES WATTERS

Coordination with franchise utilities in the right-of-way remains ongoing. MSA is still pursuing responses from utility coordinators who missed the June 16th due date for Preliminary work plans.

Work with the DOT Right-of-Way staff has been ongoing regarding the fit of the design within existing right-of-way. Several small adjustments have been made to ditch slopes and sidewalk near the “Hawk Wash” property on the southeast corner of US6 and Croell Avenue.

MSA presented a traffic operations analysis to the City Council during the October 21st work session, and reviewed the traffic operations analysis at Croell Ave and Kimberlite St intersections with US 6. Several intersection improvement alternatives were discussed and the Council expressed support for installing a traffic signal at Kimberlite Street, along with a combination of an offset right-turn lane for westbound US 6 to northbound Croell Avenue traffic. The possibility of installing underground signal infrastructure at Croell Avenue to accommodate a potential future signal was also discussed. A construction cost estimate for these alternatives will be provided at next council meeting.

SYSTEMWIDE SANITARY SEWER MODEL – ERIC THOMPSON

MSA reviewed metering data for both dry weather and wet weather events. Sewer sheds have been delineated to each manhole with the system and reviewed for locations with either missing connectivity to add in detail from plan sets. Efforts are underway to identify key locations with missing pipe inverts to finalize the data entry requirements for modeling.

NORTH PARK ROAD IMPROVEMENTS – JAMES WATTERS

During the week of October 20th, Boomerang mobilized equipment to the site and informed MSA that crews would be “moving some dirt around” on the west side of the road south of Mopar Drive. It was later observed that previously installed erosion control measures had been removed, and grading had occurred within the blue line stream area. This work proceeded without prior notification to MSA staff and without the installation of erosion control measures required by Iowa DNR and Army Corps of Engineers permits. As a result, a notice of noncompliance was issued.

MSA made further efforts to contact Boomerang project managers to better understand the intent of the work. However, no explanation was received, and work continued without the necessary erosion control measures, leading to a second noncompliance notice and an associated fine.

On the morning of October 27th, a meeting was held with Boomerang project managers to clarify erosion control requirements for the site. Rock check dams were agreed upon as the appropriate measure to prevent sediment pollution of the stream. As of October 30th, the rock check dams have been installed.

MSA staff will continue to monitor the site and conduct weekly erosion and traffic control inspections throughout the winter. Boomerang will be notified if any corrective actions are needed to maintain compliance with permit requirements and traffic safety. Recent work and future work in the month of November is not expected to affect traffic on North Park Road.

Payment Applications will be submitted each month throughout the winter when work has been done. If no work is done, the City will be informed that no Payment Application is required.

VILLAGE DRIVE & ROBERTS FERRY ROAD SIGNAL DESIGN – CHAD WAGNER

MSA has completed the preliminary operations analysis, which is currently under internal review. The initial study findings will be shared with the City within the next two weeks. A meeting with the City will be scheduled for early November. Preliminary signal pole locations and signal head placements are being discussed based on the study's initial findings.

DEVELOPMENT ASSISTANCE – ANDREW INHELDER**NO FURTHER COMMENTS**

Development Name	Description
Park Place City Center, Part 1, Lot 3	No further comments sent on 1/29/25.
Hunt Club Phase 4	No further comments sent on 4/9/25.
Tiffin West – Kwik Star	No further comments sent on 4/16/25.
Veritas Church Expansion – Phase 2	No further comments sent on 5/15/25.
Park Place City Center, Part 4, Phase 4, Lot 22 – Firing Pin	No further comments sent on 6/24/25.
Prairie Village Part 3, Phase 4	No further comments sent on 7/11/25.
301 Main Street Site Plan	No further comments sent on 8/8/25.
Homemaker's Site Plan – Phase 1	No further comments sent on 9/24/25.
Park Place City Center, Part 2, Phase 6, Lot 33 – Multipurpose Building	No further comments sent on 10/3/25.
Prairie Village Lot 55 – Medical Clinic	No further comments sent on 10/17/25.

UNDER CONSTRUCTION

Development Name	Description
Tiffin West Phase 2	Punchlist walkthrough performed on 9/24/25. Contractor to complete punchlist and notify MSA of completion.
Tiffin Heights West ON Site	Walkthrough performed on 10/24/25. Contractor to complete punchlist and notify MSA of completion.
Village Drive Extension (By water tower)	Currently under construction. Construction began in May 2025.
The States – Anderson Addition OPD	Currently under construction. Construction began May 2025.
Bailey Way Extension	Currently under construction. Construction began October 2025. Awaiting resubmission on Easement exhibit.
Homemaker's Site Plan – Phase 1	Currently under construction. Construction began October 2025.

AWAITING RESUBMISSION

Development Name	Description
Prairie Village Commercial Part 1, Lot 2	Review comments sent 7/25/23. Awaiting resubmission.
Kimberlite North of Hwy 6 Connection	City, Developer, MSA, and DOT met on 8/22/24 to discuss steps moving forward. Developer to submit proposed improvements for review.
Prairie West	Review comments sent 11/13/24. Awaiting resubmission.
Park Place City Center, Part 3, Lot 1, EMA Storage Building	Review comments sent 2/24/25. Awaiting resubmission.
Homemaker's Site Plan – Phase 2	Review comments sent on 8/19/25. Awaiting resubmission.
Park Place City Center, Part 2, Phase 6, Lot 33 – Multipurpose Building	City Staff and MSA met with developer on 9/16/25. Awaiting resubmission.
Grove Park	Review comments sent on 10/7/25. Awaiting resubmission.
Clear Creek Village	Review comments sent on 10/28/25. Awaiting resubmission.
Half Moon Ave Road Extension	Awaiting submission.

IN REVIEW

Development Name	Description
Park Place City Center, Part 1, Phase 3, Lot 1 OPD – Event Center	Submitted on 10/22/25. In review currently.

Upcoming Infrastructure Project	Description	Next Steps/Schedule
Wastewater Treatment Improvements	The current wastewater treatment facility (WWTF) has a chloride compliance schedule. There is not any wastewater treatment equipment/processes designed to remove chloride so typically source control is the only economical means of meeting compliance. The existing treatment facility is at about 50% capacity. However, if the past growth rate continues an expansion will be required in the next 5-7 years. From design to construction the process typically takes 3-4 years.	Final Compliance with NPDES Permit required October 1, 2025. MSA presented its findings on November 1st, 2022. MSA has prepared a proposed schedule for wastewater treatment, water treatment and water supply improvement projects.
Deer View Ave & Tall Grass Ave & Hwy 6 Intersection Improvements	DOT has agreed to continue the existing permit based on the City's plan to replace the signals with a permanent installation in 2026. Scope includes both pedestrian and vehicle accommodations. MSA is reaching out to the DOT to request a time extension and will begin conceptually reviewing the signals and intersection for DOT approval.	Begin conceptual review of intersection/signals.

**CITY OF TIFFIN
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
October 31, 2025**

- Boomerang has been back onsite doing work off the traveled portion of North Park Road. This dirt work they are doing on the west side of the road should help with the timing of the project when it starts again next spring.
- Work continues on the sand volleyball courts. Pole anchors/bases have been set and the drainage system has been installed. The specific/special sand will be delivered next week.
- The City's Auditors will be here on Monday, November 10th through Wednesday, November 12th, to conduct the FY 2024-2025 audit. We continue to be very pleased with the partnership we have established with BerganKDV and look forward to working with them again this year.
- The application deadline for the Parks and Recreation Director's position is next Friday, November 7th. Even with a week left, the City has received 29 applications so far. Next week we will be finalizing the search and interview committee.
- James Watters with MSA will have the cost estimates for the intersection options at Croell and Highway 6 and Kimberlite and Highway 6 for the reconstruction project at the November 18th work session.
- Please check your schedules for a possible Special City Council Meeting to discuss the potential amphitheater project. As of right now, possible meeting dates would be November 12th, 20th or 25th.
- Just a friendly reminder that City Hall will be closed on Tuesday, November 11th in observance of Veteran's Day.