

## City of Tipton, Iowa

**Meeting:** Tipton City Council Meeting  
**Place:** Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772  
**Date/Time:** Wednesday, November 6, 2019, 5:30 p.m.  
**Web Page:** [www.tiptoniowa.org](http://www.tiptoniowa.org)  
**Posted:** Friday, November 1, 2019 (Front door of City Hall & City Website)

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<b>Mayor:</b>	Bryan Carney		
<b>Council At Large:</b>	Abby Cummins-VanScoy	<b>Council At Large:</b>	Pam Spear
<b>Council Ward #1:</b>	Ross Leeper	<b>Council Ward #2:</b>	Dean Anderson
<b>Council Ward #3:</b>	Tim McNeill		
<b>City Manager:</b>	Brian Wagner	<b>City Attorney:</b>	Lynch Dallas, P.C.
<b>Finance Director:</b>	Melissa Armstrong	<b>Gas Utilities Supt:</b>	Virgil Penrod
<b>City Clerk:</b>	Amy Lenz	<b>Electric Utilities Supt:</b>	Floyd Taber
<b>Dir. of Public Works:</b>	Steve Nash	<b>Water &amp; Sewer:</b>	Brian Brennan
<b>Police Chief:</b>	Lisa Kepford	<b>Emergency Med Dir:</b>	Brad Ratliff
<b>Park &amp; Recreation:</b>	Adam Spangler	<b>Economic Dev. Director:</b>	Linda Beck

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- A. **Call to Order**
- B. **Roll Call**
- C. **Pledge of Allegiance**
- D. **Agenda Additions/Agenda Approval**
- E. **Communications:**

If you wish to address the City Council regarding an issue, whether on the agenda or something not on the agenda, please approach the lectern at this time and give your name and address for the public record before discussing your item. Scheduled communications are allowed to speak up to five minutes. Unscheduled communications are allowed to speak up to three minutes.

#### F. **Consent Agenda**

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

1. Approval – Council Meeting Minutes, October 14<sup>th</sup>
2. Approval – Development Director’s Report, October 2019
3. Approval – Library Minutes, September 19<sup>th</sup>
4. Approval – Library Director’s Report, September 2019
5. Approval – Claims Register which includes claims paid under current Purchase Policy

#### G. **Public Hearing**

#### H. **Old Business**

1. Presentation of “Broadband Assessment Report, Phase 1” and possible motion on whether to proceed to Phase 2. (*Curtis Dean and David LaMarche*)
2. Discussion and possible motion to set a public hearing to take citizen input on whether to go forward with developing an ordinance to allow chickens within the city limits of Tipton.

3. Discussion and possible motion concerning an engineering agreement with Garden & Associates for the Plum Street project behind the high school.

**I. New Business**

1. Discussion and possible motion to approve City Hall repairs.
2. Ordinance No. 573: An Ordinance Amending Chapter 135 "Street Use and Maintenance," Sections 135.09, Chapter 50 "Nuisance Abatement Procedure," Sections 50.03, and Adding New Chapter 142 "Utility Use of Public Right-Of-Way" of the City Code of Ordinances
3. Discussion and possible motion concerning new pole attachment agreement.
4. Discussion and possible motion to approve proposals for primary and review appraisals for the Airport Improvement Program as required by the FAA.
5. Resolution No. 110619C: Resolution Setting a Public Hearing to Review an Application for a State Revolving Loan Fund (SRF) Loan and to make available to the Public the Contents of an Environmental Information Document and the City of Tipton Project Plan
6. Resolution No. 110619D: Resolution Setting the Time and Place for a Public Hearing for the Purpose of Soliciting Written and Oral Comments on the City's Proposed Fiscal Year 2019-2020 Budget Amendment
7. Resolution No. 110619A: Resolution Accepting the Fiscal Year 18/19 Annual Audit
8. Resolution No. 110619B: Resolution to Accept and Approve 2019 Annual Urban Renewal Report for Fiscal Year Ending June 30, 2019
9. Resolution No. 110619E: Resolution Certifying and Claiming Tax-Increment Financing (TIF) to Reimburse the City for Expenses Related to the City's "Hardacre Theater Redevelopment Project"
10. Discussion and possible motion concerning the 2018-2019 Annual Financial Report
11. Discussion and possible motion concerning approval of Tipton Finance Director Employment Agreement
12. Discussion and possible motion concerning purchase of a Tommy Lift for the 2017 Ford F250 for the electric department.
13. Discussion and possible motion concerning purchase of two transformers.
14. Discussion and possible motion concerning a change to Lynch's Excavating bid for sewer renovations.
15. Discussion and possible motion concerning approval of repairs for the sampler at the West Lagoon.
16. Discussion and possible motion to approve a Tipton Revitalization Incentive Program (TRIP) Reimbursement for Zach Pedersen, \$6,500
17. Discussion and possible action to approve a Downtown Revitalization Incentive Program (DRIP) Request for Madison Doughty/Ameriprise Financial

18. Discussion and possible action to approve a Tipton Revitalization Incentive Program (TRIP) Request for Chris Sorgenfrey/Tipton Greenhouse
19. Discussion and possible motion concerning garbage exemption, 323 West 5<sup>th</sup> Street
20. Discussion and possible motion concerning garbage exemption, 608 West 5<sup>th</sup> Street

**J. Reports of Mayor/ Council/ Manager/ Department Heads**

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

**K. Adjournment**

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

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

October 14, 2019  
 Tipton Fire Station  
 301 Lynn Street  
 Tipton, Iowa

The City Council of the City of Tipton, Cedar County, Iowa, met in regular session at 5:30 p.m. Mayor Carney called the meeting to order. Upon roll being called the following named council members were present: Cummins, Leeper, McNeill, Spear and Anderson. Also present: Wagner, Armstrong, Lenz, Nash, Spangler, B. Brennan, Beck, other visitors and the press.

**Agenda:**

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

**Consent Agenda:**

Motion by Leeper, second by Spear to approve the consent agenda which includes the October 3<sup>rd</sup> Council Meeting Minutes, September 2019 Treasurer's and Investment Reports, Liquor License Renewals for Pizza Hut, Dollar General and Tavern on the Square, and the following Claims List. Following the roll call vote the motion passed unanimously.

ACCESS SYSTEMS	COPIER AGREEMENT & COPIES	2482.18
AFLAC	AFLAC AFTER TAX PY W/HOLDING	670.27
ALBAUGH PHC INC	TOILET REPAIRS	304.45
APGA	MEMBERSHIP DUES	1706.86
AREA AMBULANCE SERVICE	ALS INTERCEPT	150.00
AUCA CHICAGO LOCKBOX	MATS	117.49
AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	1169.92
BAKER & TAYLOR	23 BOOKS	1181.48
BARRON MOTOR SUPPLY	POWER PLANT SUPPLIES	19.17
BARTON SOLVENTS INC	CHEMICALS	841.80
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	508.86
CEDAR CO CLERK OF COURT	CHILD SUPPORT-LENZ,CDDC003016	671.91
CEDAR COUNTY CO-OP	FUEL DISCOUNT	3041.30
CEDAR COUNTY ENGINEER	15 GL DSL	1731.68
CEDAR COUNTY SOLID WASTE	TRANSFER FEES	3342.00
CINTAS CORPORATION	FIRST AID SUPPLIES	276.93
CINTAS LOC	UNIFORMS, MATS, SHOP TOWELS	554.86
CITIZENS SAVINGS BANK	ROAD USE TAX CD PURCHASE	30684.44
CITY OF MECHANICSVILLE	ALS INTERCEPT	200.00
CITY OF TIPTON	IPERS EMPLOYEE REIMBURSEMENT	3.53
CITY OF TIPTON FUNDS	IPAD PRO REIMB	30.58
CITY UTILITIES	COMM DEV OFFICE	7195.07
CJ COOPER & ASSOCIATES	PRE EMPLOYMENT	35.00
CLARENCE LOWDEN SUN-NEWS	FAC SCHEDULE	170.80
CLIFTON LARSON ALLEN LLP	FINAL BILLING OF 18/19 AUDIT	5200.00
COLLECTION SERVICES CENTER	CHILD SUPPORT- SPANGLER-965160	96.73
COMMUNITY INSURANCE SERVICE	AIRPORT LIABILITY	1945.00
CUSTOM BUILDERS INC	UPS CHARGES	185.80
D & R PEST CONTROL	PEST CONTROL	190.99

DENISE SMITH	MILEAGE REIMBURSEMENT	326.54
DIANE WALLICK	REIMBURSE FOR PROGRAM SUPPLIES	29.92
EASTERN IOWA LIGHT & POWER	EAST LAGOON	909.18
EITA	MEMBERSHIP DUES	165.00
ELIJAH ENTERPRISES	ACETYLENE & OXYGEN	45.52
EMERGENCY MEDICAL PRODUCTS	MEDICAL SUPPLIES	1445.82
ENERGY ECONOMICS INC	6 ANODES	521.05
ERIC STORJOHANN	FULL GRAVE	1000.00
ESBECK MASONRY	DOORS & MASONRY WORK	19255.00
FAMILY FOODS	MISC SUPPLIES	78.87
FLETCHER-REINHARDT CO.	OPERATING SUPPLIES	37.07
GARDEN & ASSOCIATES INC	SANITARY SEWER RELIEF 13TH ST	4456.66
GOVERNMENT FINANCE OFFICER	MEMBERSHIP DUES	160.00
GRAINGER	OPERATING SUPPLIES	119.49
GRASSHOPPER LAWN CARE	MONTHLY SERVICES	2925.00
GRAYBILL COMMUNICATIONS	RADIOS #27 & #7	928.00
HARDACRE THEATER	40'-50' BOOM	913.01
HAWKINS INC	CHEMICALS	942.48
HBK ENGINEERING LLC	AQUATIC CENTER	342.75
HERMSEN AUTOMOTIVE LLC	BACKUP CAMERA ON #187	257.59
I.R.S.	FEDERAL WITHHOLDING	18702.85
IIW PC	BUILD GRANT APP, HWY 38	29890.25
IMAGE TREND INC	CLEARING HOUSE SERVICES	112.00
INTEGRATED TECHNOLOGY	TECH SERVICES	4462.12
IOWA ASSOCIATION OF	ENERGY CONFERENCE	315.00
IOWA DEPT OF NATURAL RESOURCES	ANNUAL WATER USE FEE	95.00
IOWA PRISON INDUSTRIES	TRAINING IV PUMPS	778.94
IPERS	IPERS WITHHOLDING, FIRE	12724.15
KIRKWOOD COMMUNITY COLLEGE	TRAINING	14.00
KUNDE OUTDOOR EQUIPMENT	PRE MIX GAS	127.84
ELECTRONICS INC	ALARM SERVICE	120.00
M3 AUTO PARTS	OPERATING SUPP & REPAIR PARTS	280.21
MANATTS INC	7.75 YD CONCRETE	1024.38
MC CLURE ENGINEERING	WWTP IMPROVEMENTS	10000.00
MELISSA ARMSTRONG	MILEAGE REIMBURSEMENT	71.92
MIDWEST WHEEL COMPANIES	REPAIR PARTS #200	33.35
MISC. VENDOR	IOWA DOWNTOWN RESOURCE CENTER:	13386.80
MITCHELL 1	WEB BASED SUBSCRIPTIONS	253.05
MODERN MARKETING INC	MISC SUPPLIES	580.63
MUNICIPAL SUPPLY INC	SEWER SUPPLIES	9185.30
NEOFUNDS	POSTAGE FOR METER	2000.00
NILES CHIROPRACTIC	PRE EMPLOYMENT	100.00

O'ROURKE MOTORS INC	REPAIRS POLICE EXPLORER	256.55
OFFICE EXPRESS	OFFICE SUPPLIES	94.61
PENGUIN RANDOM HOUSE	1 BOOK ON CD	56.25
PMMIC INSURANCE	FUEL TANK INSURANCE	1535.00
POWER LINE SUPPLY	OVERHEAD SUPPLIES	1548.47
PRAXAIR DISTRIBUTION	OXYGEN	47.99
PRINCIPAL	PRINCIPAL DENTAL POLICY	1577.77
PROGRESSIVE REHABILITATION	PREWORK PHYSICAL	75.00
QC ANALYTICAL SERVICES	WATER TESTING	1664.00
QUAD CITY TESTING LABORATORIES	CRANE INSPECTION	286.00
REPUBLIC SERVICES OF IOWA	RECYCLING SORT FEES	1194.98
RESCO	4 PAD MOUNTS	9521.40
RODNEY'S YARD MOWING	MOW GREEN SPACE	90.00
ROTH ELECTRIC	REVOLVING LOAN FUND AGREEMENT	10825.93
SPINUTECH INC	OCT EMAIL MARKETING	25.00
STAR EQUIPMENT LTD	EXCAVATOR RENTAL	6200.00
STATE HYGIENIC LABORATORY	TESTING	52.50
STRYKER MEDICAL	MAINTENANCE AGREEMENT	3580.94
STUART C IRBY CO	CASE OF PIPE WRAP	263.16
T & M CLOTHING CO.	6 SHIRTS	230.00
THE PENWORTHY COMPANY	12 BOOKS	178.28
THOMPSON TRUCK & TRAILER	SHOP SUPPLIES	46.64
TIPTON CONSERVATIVE	SCHEDULE,MINUTES,LEAF PICKUP	1054.95
TIPTON ELECTRIC MOTORS	SHOP SUPPLIES	45.73
TIPTON PHARMACY	PHARMACEUTICALS	526.79
TRANSWORLD SYSTEMS INC	COLLECTION EXPENSE	465.96
TREASURER, STATE OF IOWA	STATE WITHOLDING	3088.00
TYLER TECHNOLOGIES INC	UB NOTIFICATION CALLS	26.80
ULINE	UNDERGROUND SUPPLIES	146.88
UNIFORM DEN INC	SHIRTS, NAME TAGS	21.45
UNITED LABORATORIES	OPERATING SUPPLIES	518.71
VEENSTRA & KIMM INC	NW AREA UTILITY IMPROVEMENTS	3950.00
WATCHGUARD	OPERATING SUPPLIES	171.00
WENDLING QUARRIES INC	19.59 TN CLEAN SCREENED	231.16
WINDSTREAM	LIBRARY	986.08
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	335.75
** TOTAL **		254745.57
FUND TOTALS		
001 GENERAL GOVERNMENT		39088.62
110 ROAD USE TAX FUND		60779.35
125 TIF SPECIAL REVENUE		913.01
160 ECONOMIC/INDUSTRIAL DEV		10000.00
315 JKFAC CP		342.75

600 WATER OPERATING	3396.61
610 WASTEWATER/AKA SEWER REV	28559.00
630 ELECTRIC OPERATING	40268.69
640 GAS OPERATING	14429.74
660 AIRPORT OPERATING	2018.65
670 GARBAGE COLLECTION	5487.69
740 STORM WATER	6624.63
810 CENTRAL GARAGE	7174.63
835 ADMINISTRATIVE SERVICES	12640.20
860 PAYROLL ACCOUNT	23022.00
GRAND TOTAL	254745.57

**City Credit Card Statement**

Card Ttl **7,774.73**

**Ambulance**

Office Supplies - Wal-Mart	116.28
Miscellaneous - Amazon	53.23
Vehicle Operations- Amazon	25.37
Training - Iowa 2019 Trauma Conf, Kirkwood, PHTLS Inst. Renew	327.45
Travel Training - Iowa 2019 Trauma Conf.	125.00
Contract Services - SignNow	60.00
Advertising - Indeed	100.00

**Total Charges**

**807.33**

**City Clerk**

Uniforms/Equipment - Galls	247.37
Computer Supplies - Amazon	227.99

**Total Charges**

**475.36**

**Community Development**

Misc Supplies - Tiffany's	13.50
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**Total Charges**

**13.50**

**Electric**

Miscellaneous - QC Safety Boots, Kwik Star	22.96
Equipment Maint/Rpr Supplies - Grainger	493.58
Training - Skillpath Seminars	331.40
Office Equip Maint & Repair - Vistaprint	50.23
Miscellaneous - Construction Materials Inc	88.00
Technology - Wal-Mart	22.18
Repair Parts - The Cary Company	654.92

**Total Charges**

**1,663.27**

**Finance Director**

TravelTraining - Texas road Hs., Gateway Hotel	421.32
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**Total Charges**

**421.32**

**Fire**

Operating Supplies - Amazon, Walmart	141.44
Operational Equipt Maint & Repair - Ebay	148.35

	<b>Total Charges</b>	<b>289.79</b>
<b>Gas</b>		
Mains - Fullsource	535.12	
Office Equipment Maint & Repair - Menards	126.50	
Office Equipment Maint & Repair - Menards	126.50	
Computer Expense - Ebay	12.09	
Operational Equipt Maint. & Repair -	24.05	
	<b>Total Charges</b>	<b>824.26</b>
<b>Aquatic Center</b>		
Operating Supplies - Wal-Mart, Sherwin-Williams	179.84	
Concession Supplies - Wal-Mart	2.58	
Equipment Maint/Rpr Supplies - Kierfer, USA BlueBook	1153.55	
Building Maint. & Repair - Lowe's	125.58	
Misc Supplies - Dollar General	22.47	
	<b>Total Charges</b>	<b>1,484.02</b>
<b>Library</b>		
Postage/Shipping - USPS	128.06	
Materials - Amazon, Walmart	479.41	
Training - DQ Grill & Chill	5.97	
Office Supplies - Demco	537.77	
	<b>Total Charges</b>	<b>1,151.21</b>
<b>Police</b>		
Training - Iowa Police Chiefs Assoc.	339.98	
Travel Training - Skillet Café, Seven Villages	26.13	
Postage/Shipping - USPS	21.38	
	<b>Total Charges</b>	<b>387.49</b>
<b>Public Works</b>		
Operating Supplies - Wal-Mart, Ebay	53.62	
Repair Parts - Bennett Farm Equipment	203.56	
	<b>Total Charges</b>	<b>257.18</b>
	<b>Statement Total</b>	<b>7,774.73</b>

**Mayoral Proclamation:**

1. Domestic Violence Awareness Month October 2019  
Mayor Carney read the Domestic Violence Awareness Proclamation aloud.

**Old Business:**

1. Short-term Lease Agreement Involving the Heartland Sports Complex  
Motion by Cummins, second by Spear to approve the short-term lease agreement involving the Heartland Sports Complex. The lease will begin October 21<sup>st</sup>, and the rent will be \$2,500 a month. Following the roll call vote the motion passed unanimously.

**New Business:**

1. Repair of Exterior Cracks at the James Kennedy Family Aquatic Center

Motion by Anderson, second by McNeill to approve Stumpf Construction repair the exterior cracks at the James Kennedy Family Aquatic Center in the amount of \$16,454. Following the roll call vote the motion passed unanimously.

2. Repair of Big Umbrellas at the James Kennedy Family Aquatic Center

Motion by Spear, second by McNeill to approve Acco Unlimited repair the big umbrellas at the James Kennedy Family Aquatic Center in the amount of \$6,147.65. Following the roll call vote the motion passed unanimously.

3. Pay Application No. 5, Sheets Design Build

Motion by Leeper, second by McNeill to approve Pay Application No. 5 to Sheets Design Build for the James Kennedy Family Aquatic Center in the amount of \$43,700. Following the roll call vote the motion passed unanimously.

4. Building Extension at the Upper Shop

Motion by McNeill, second by McNeill to approve Custom Builders do a building extension at the Upper Shop for the new garbage truck, in the amount of \$3,440. Following the roll call vote the motion passed unanimously.

5. Street Capital Improvement Plan and FY 20-21 Street Projects

Motion by McNeill, second by Leeper to approve working with Jack Pope with Garden and Associates to start engineering for Plum Street, 5<sup>th</sup> Street to 7<sup>th</sup> Street, for the FY 20-21 budget. Following the roll call vote the motion passed unanimously.

6. Start Re-codification Process

Motion by Spear, second by Leeper to approve Simmering-Cory start the re-codification process in the amount of \$5,500. Following the roll call vote the motion passed unanimously.

7. Develop a Scholarship for a Selected Applicant to Electrical Line School

Motion by McNeill, second by Cummins to approve looking into developing a scholarship that would send a selected applicant to electrical line school as a forgivable loan that would be forgiven by working for the City's electric utility. A list will also be brought to council of future electric department projects. Following the roll call vote the motion passed unanimously.

8. Appoint Penny Webb and Shari Slaton to the Development Commission Board

Motion by Cummins, second by McNeill to appoint Penny Wedd and Shari Slaton to the Development Commission Board. Following the roll call vote the motion passed unanimously.

9. Resolution No. 101419A: Resolution Approving Application for Urban Revitalization Tax-Exemption Filed by Joshua and Beth Day

Motion by Spear, second by McNeill to approve Resolution No. 101419A, the resolution approving application for Urban Revitalization Tax-Exemption filed by Joshua and Beth Day. Following the roll call vote the motion passed unanimously.

10. Tipton Revitalization Incentive Program (TRIP) Reimbursement, Don Roth

Motion by Spear, second by Leeper to approve a TRIP reimbursement to Don Roth in the amount of \$7,500. Following the roll call vote the motion passed unanimously.

11. Downtown Revitalization Incentive Program (DRIP) Reimbursement, Tiffany's Tipton Bakery

Motion by Anderson, second by Spear to approve a DRIP reimbursement to Tiffany's Tipton Bakery in the amount of \$7,500. Following the roll call vote the motion passed unanimously.

12. Downtown Revitalization Incentive Program (DRIP) Reimbursement, Ameriprise Financial

Motion by Cummins, second by Spear to approve a DRIP reimbursement to Ameriprise Financial in the amount of \$3,000. Following the roll call vote the motion passed unanimously.

13. Tipton Revitalization Incentive Program (TRIP) Request, Randy Amosson  
Motion by Spear, second by Leeper to approve a TRIP request for Randy Amosson at 36 Spruce Street. Following the roll call vote the motion passed unanimously.

14. Downtown Revitalization Incentive Program (DRIP) Request, Stuart and Paula Werling  
Motion by Leeper, second by Spear to approve a DRIP request for Stuart and Paula Werling at 319 Cedar Street. Following the roll call vote the motion passed unanimously.

15. Spreadsheet of DRIP and TRIP Applications  
Economic Development Director Beck shared a spreadsheet of the DRIP and TRIP applications for 2019 compared to the last three years. It shows the significant impact the grants are creating in helping local businesses.

Council member Cummins left the meeting at 6:42.

16. Create a Revitalization Incentive Program for areas not covered by DRIP and TRIP  
Motion by McNeill, second by Anderson to move forward with developing a revitalization program for areas not covered by DRIP and TRIP. Following the roll call vote the motion passed unanimously.

**Reports of Mayor/Council/Manager/Department Heads**

Water/Wastewater Superintendent Brennan stated that two sewer issues have been taken care of in-house, which left funds available to do another project. Brennan will have an agenda item for the next council meeting on Wednesday, November 6<sup>th</sup>.

**Adjourn:**

With no further business to come before the council a motion to adjourn was made by Anderson, second by Spear. Following the roll call vote the motion passed unanimously.

Meeting adjourned at 6:49 p.m.

Mayor\_\_\_\_\_

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

## Tipton Development Director – Report October 2019

- Organized reimbursements for TRIP and DRIP applications and helped prepare new applications
- Assisted with Utility Easement to install a sewer main with property owners
- Assisted with Snaggy Ridge 105 Bike Race held on October 5<sup>th</sup>
- Working on Small Business Saturday/ Parade of Lights scheduled for November 30<sup>th</sup>
- Trunk or Treat was held at the City Park on October 27<sup>th</sup>. Another successful year with approximately 800 people attending
- Met with Joel Miller (HBK Engineering), Shanna Duggan (Structural Engineer with Morning Star Studio) and Martha Stoakes (Architect with Morning Star Studio) regarding the Hardacre Theater on October 30<sup>th</sup>
- Met with Sandy Kreinbring (Art Teacher at Tipton middle school and elementary). Working on a student mural project
- Organized Lindsey Sears for Community Guide photo sessions at participating businesses. Sessions are from October 17 – December 5<sup>th</sup>
- Meeting scheduled with Judy Marshall at Kirkwood on October 9<sup>th</sup>. Planning a Cedar County job fair at the Fairgrounds for Cedar County Schools on February 26<sup>th</sup>
- Met with Marla Quinn with ECIA on October 3<sup>rd</sup>
- Continue to meet with Annie Schroder regarding the Community Guide
- Ordered 8 new flower planters for Downtown. Chamber bought 6, Tipton Greenhouse and Tipton Development each bought one planter
- Met with Mike Wehde on October 24<sup>th</sup> regarding the Hardacre Theater. Having his class assist with some of the projects
- Attended a workshop at Clarke College on October 22<sup>nd</sup>
- Met with Gazette staff writer, Erin Jordan regarding Tipton's BUILD Grant on October 17<sup>th</sup>
- Meeting held with Kevin Eipperle and Christy Monk with FEH (Architecture/Engineering/Interiors) regarding the Hardacre on October 31<sup>st</sup>
- Attended Chamber, Commission and Hardacre meetings
- Follow-up with Representative Bobby Kaufmann regarding the BUILD Grant

Tipton Public Library  
Board of Trustees Meeting  
September 19, 2019

1. Meeting was called to order with the following members present; Matt McCall, Jim McCollough, Sherry Hall, Heather Sloma-Weber, Dale Jedlicka, and Director Denise Smith.
2. Approval of Agenda- Jim moved; Matt 2<sup>nd</sup> motion carried
3. Approval of last minutes minute- With the correction of Jim's last name to McCollough; Sherry moved; Matt 2<sup>nd</sup>; motion carried
4. Open Forum- None
5. Director's Report- Cedar County Library meeting is Monday, Oct 21<sup>st</sup> in Mechanicsville.
6. Education – Discussed Planning for the library's future
7. Financial Report- Matt moved to accept; Jim 2<sup>nd</sup>; motion carried
8. Finance Committee- Will need to meet in the next couple of month to look at next fiscal years budget.
9. Personnel Committee- Putting final touches on Director's Evaluation; present at October meeting
10. Maintenance committee- None
11. Friend of the Tipton Public Library- Meeting October 7<sup>th</sup> at the library.
- 12 Old Business-
  - a. It was discussed at decided that we would pursue getting on the National Historic Registry.
  - b. Gutters on north side- have not heard back from West Branch Roofing; will follow up.
  - c. Book drop-
  - d. Streetlight- poles are up; Dale will follow up with Floyd to check on fixtures
  - e. Maintenance Checklist- We discussed about fixing the west side wall and replacing the front steps. Matt will set up a meeting with City manager, Brian, and Steve Nash.
  - f. Trustee Terms- Sherry and Jim, who were to be done in 2020, have agreed to due another term.
  - g. Review 5 year Strategic Plan- Review Goals and Objectives

- h. There are 4 to 6 bricks by the southwest window that need some attention- Dale will contact Dane Esbeck to see if he could fix them and also if thinks there is more that needs fixed submit a bid. Matt moved to accept, Jim 2<sup>nd</sup>; motion carried.

13. New Business-

- a. Director's Salary for next fiscal year- After hearing the evaluation in October, board will set salary.

- b. Reviewed personnel Policy- Sherry moved to accept; Heather 2<sup>nd</sup>; motion carried.

14. Next meeting is scheduled for Wednesday, October 23<sup>rd</sup> at 6:30.

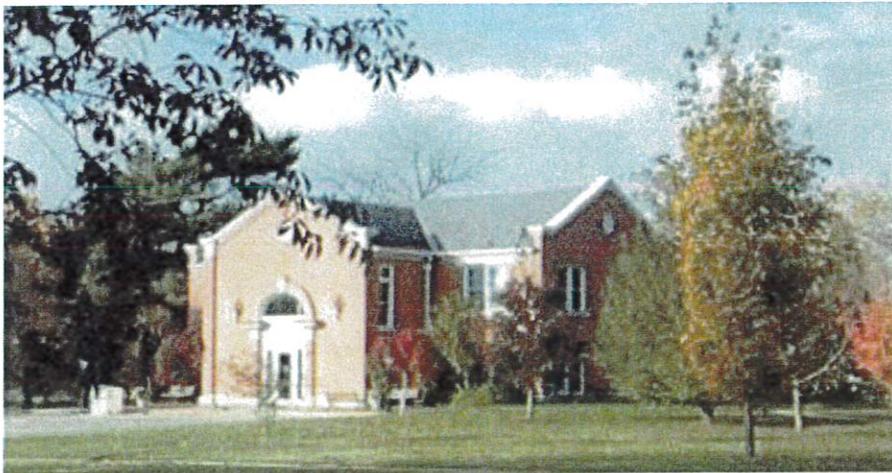
15. Adjournment- Jim moved to adjourn

# TIPTON PUBLIC LIBRARY

*Check it out!*

*September 2019*

*Director's Report*



*Prepared by Denise Smith*

*Library Director*

*To*

*Library Board, Mayor Carney, Council Members and City Manager*

*October 2019*

## Statistics September 2019

	Sept.	YTD
Total Circulation	2,231	8,328
Tipton Residents Circ.	1,235	4,968
Cedar County Residents Circ.	607	2,222
Computer Use	281	1,188
WiFi Usage	110	402
Attendance of Programs	265	1,185
Transactions for Copies made	133	486
Transactions for Faxes Sent	18	40
Transactions for ILL checked out	15	69
Transactions for Keurig Drinks	22	44
Transactions for Friends of Library	37	141
Door Count	2,787	10,208

### Circulation by Material Types

	Sept.	YTD
Adult books	611	2,035
Teen Books	119	482
Children's books	891	3,522
DVDs	527	2,001
CDs	55	213
Magazines	28	75

### MISSION STATEMENT

The Tipton Public Library will provide all the people of its community, a welcoming place where access to a balanced collection, technology, programming and other resources will serve their educational, cultural and recreational needs.

### Library Staff

Denise Smith  
*Director*

Diane Wallick  
*Assistant Director*

Tryeann Schultz  
*Library Assistant*

Amy Wallace  
*Library Assistant*

Matthew Smith  
*Library Assistant*

Cindy Kunde  
*Library Assistant Sub*

Marcie Jedlicka  
*Library Assistant Sub*

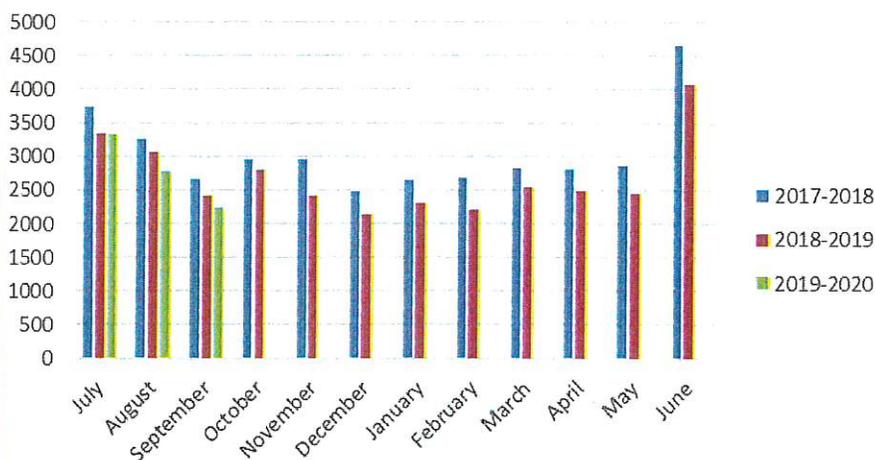
Hannah Hisck  
*Library Assistant Sub*

John Barnum  
*Custodian*

### Library Board of Trustees

Dale Jedlicka-President  
Heather Sloma-Weber  
Jennifer Johnson-Secretary  
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Jim McCollough-Vice President  
Sherry Hall  
Matt McCall

### Circulation





## General Fund-Revenues

	Sept.	YTD
Rural Funding	\$0	\$0
Fines and Fees	\$152.15	\$829.42
Donations	\$503.74	\$2,557.95
D.State A/EI	\$0	\$0
Reimbursements	\$25.00	\$84.00
Refunds	\$0	\$0
Miscellaneous	\$345.90	\$819.20
Utilities	\$0	\$0
Total Revenues	\$1,026.79	\$4,290.57



## General Fund-Expenses

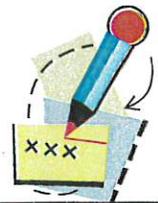
	Sept.	YTD
Staff	\$8,145.49	\$29,241.88
Staff Benefits	\$1,273.57	\$4,795.28
Materials	\$2,124.48	\$6,780.13
B. Maintenance	\$228.31	\$1,117.98
G. Maintenance	\$0	\$5,673.00
Technology	\$0	\$106.99
Programming	\$0	\$2,513.52
Miscellaneous	\$4,181.47	\$18,199.24
Software	\$0	\$0
Total Expenses	\$15,953.32	\$68,428.02

Trust Fund Revenue- \$32.84

Trust Fund Balance- \$9,091.35

## Monies Spent on Library Materials

	Sept.	YTD
Books	\$2,229.81	\$5,361.64
DVDs	\$151.58	\$556.85
CDs	\$108.75	\$547.24
Mag./News.	\$377.49	\$459.99



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	GENERAL GOVERNMENT	CITIZENS SAVINGS BANK	CD PURCHASE UNEMPLOYMENT T	75,589.05		
		TREASURER OF STATE	UNCLAIMED CHECKS	15.06		
			TOTAL:	75,604.11		
POLICE DEPARTMENT	GENERAL GOVERNMENT	I.R.S.	FICA WITHHOLDING	922.88		
			MEDICARE WITHHOLDING	182.38		
			MEDICARE WITHHOLDING	3.42		
			MEDICARE WITHHOLDING	2.12		
			MEDICARE WITHHOLDING	4.26		
			MEDICARE WITHHOLDING	23.68		
		MISC. VENDOR DAVID DIERKS	DAVID DIERKS:MLEAGE RMBRMS	164.72		
		FRIENDS OF THE ANIMALS	16 CATS	800.00		
		IOWA LAW ENFORCEMENT ACADEMY	TRAINING	75.00		
		IPERS	IPERS WITHHOLDING POLICE	1,500.00		
		KIECK'S CAREER APPAREL AND UNIFORMS	4 JACKETS	259.91		
			2 JACKETS	129.96		
		OFFICE EXPRESS	OFFICE SUPPLIES	58.13		
		PRINCIPAL	GTL_VTL INSURANCE	19.50		
		VERIZON WIRELESS	Cell, Data service	269.02		
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	52.18		
		CITY OF TIPTON FUNDS	Repay Admin Services	1,604.10		
			PSF payment	453.39		
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	2,571.13		
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	3,328.38		
			TOTAL:	12,424.16		
		FIRE DEPARTMENT	GENERAL GOVERNMENT	I.R.S.	FICA WITHHOLDING	55.21
					MEDICARE WITHHOLDING	11.78
					MEDICARE WITHHOLDING	1.16
				MISC. VENDOR TAMMI GOERDT	TAMMI GOERDT:MISC SUPPLIES	89.06
IPERS	IPERS WITHHOLDING, FIRE			56.45		
MIDWEST BREATHING AIR LLC	QUARTERLY AIR TEST & MAINT			194.25		
SPAHN & ROSE LUMBER CO	MISC SUPPLIES			24.50-		
CITY OF TIPTON FUNDS	Repay Admin Services			456.15		
CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges			1,528.58		
	TOTAL:			2,368.14		
AMBULANCE	GENERAL GOVERNMENT			I.R.S.	FICA WITHHOLDING	208.97
					MEDICARE WITHHOLDING	27.29
					MEDICARE WITHHOLDING	21.58
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	200.81		
			MEDICAL SUPPLIES	52.71		
			MEDICAL SUPPLIES	22.44		
		JOHN DEERE FINANCIAL	MISC SUPPLIES	28.66		
		MISC. VENDOR CYNTHIA STUHR	CYNTHIA STUHR:ACCT RMBRSMN	68.66		
		IPERS	IPERS REGULAR EMPLOYEES	88.10		
			IPERS WITHHOLDING EMT	251.18		
		PRAXAIR DISTRIBUTION INC	MEDICAL SUPPLIES	49.50		
		PRINCIPAL	GTL_VTL INSURANCE	3.90		
		SPAHN & ROSE LUMBER CO	BLDG MAINT SUPPLIES	110.61		
		VERIZON WIRELESS	Cell, Data service	198.58		
		WALMART COMMUNITY	MISC SUPPLIES	68.39		
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	9.07		
		ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	172.67		
		CITY OF TIPTON FUNDS	Repay Admin Services	996.99		
			PSF payment	111.65		



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			UNIFORMS	7.69
		INTEGRATED TECHNOLOGY PARTNERS LLC	TECH SERVICES	22.50
		IPERS	IPERS REGULAR EMPLOYEES	209.83
		PRINCIPAL	GTL_VTL INSURANCE	2.41
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	10.05
		CITY OF TIPTON FUNDS	Central Stores services pa	558.90
			PSF payment	190.62
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	447.52
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,419.05
			TOTAL:	3,078.97
LIBRARY	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	247.60
			MEDICARE WITHOLDING	36.44
			MEDICARE WITHOLDING	18.73
			MEDICARE WITHOLDING	1.69
			MEDICARE WITHOLDING	1.04
		AUCA CHICAGO LOCKBOX	BLDG MAINT SUPPLIES	294.55
		BAKER & TAYLOR	20 BOOKS	245.39
			11 BOOKS	131.05
			50 BOOKS	526.01
		BAKER PAPER & SUPPLY	MISC SUPPLIES	45.58
		BANLEACO	COPIERS CONTRACT	117.52
		COPY SYSTEMS	COPIES & BASE CHARGE	163.12
		DELL BUSINESS CREDIT	2 COMPUTERS	798.00
		JOHN DEERE FINANCIAL	MISC SUPPLIES	4.78
		MISC. VENDOR ST MARY'S HALL	ST MARY'S HALL:RENTAL FOR	210.00
		D & R PEST CONTROL	PEST CONTROL	125.00
		IPERS	IPERS REGULAR EMPLOYEES	376.00
		MEDIACOM	INTERNET SERVICE	313.02
		PENGUIN RANDOM HOUSE LLC	1 BOOK ON CD	33.75
			2 BOOKS ON CD	56.25
			1 BOOK ON CD	33.75
			1 BOOK ON CD	30.00
		RANDY POHLMAN	SETUP AND REBUILD PC'S	560.00
		PRINCIPAL	GTL_VTL INSURANCE	7.80
		SCHUMACHER ELEVATOR COMPANY	MONTHLY MAINTENANCE	228.43
		TOTAL MAINTENANCE INC	OCTOBER SERVICE	483.00
		WALMART COMMUNITY	LIBRARY MATERIALS	41.09
			PROGRAM SUPPLIES	145.06
			PROGRAM SUPPLIES	38.11
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	12.47
		WINDSTREAM	LIBRARY	146.87
		CITY UTILITIES	LIBRARY	62.65
			TOTAL:	5,534.75
PARK	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	37.82
			MEDICARE WITHOLDING	1.56
			MEDICARE WITHOLDING	7.11
			MEDICARE WITHOLDING	0.09
			MEDICARE WITHOLDING	0.09
		IPERS	IPERS REGULAR EMPLOYEES	11.68
		PRINCIPAL	GTL_VTL INSURANCE	0.09
		VERIZON WIRELESS	Cell, Data service	42.84
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	0.57
		CITY OF TIPTON FUNDS	Repay Admin Services	129.40
			PSF payment	13.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	228.40
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	86.13
			TOTAL:	559.16
RECREATION DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	56.21
			MEDICARE WITHOLDING	13.15
		IPERS	IPERS REGULAR EMPLOYEES	89.58
		PRINCIPAL	GTL_VTL INSURANCE	1.95
		VERIZON WIRELESS	Cell, Data service	26.44
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	4.35
		CITY OF TIPTON FUNDS	Repay Admin Services	105.63
			PSF payment	3.83
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	494.62
			TOTAL:	795.76
YOUTH RECREATON	GENERAL GOVERNMENT	DECKER SPORTING GOODS	STRIPING MACHING	137.10
		JOHN DEERE FINANCIAL	OPERATING SUPPLIES	19.58
		MISC. VENDOR CODY KOCH	CODY KOCH:REF FLAG FOOTBAL	30.00
		COLE SYRING	COLE SYRING:REF FLAG FOOTB	82.00
		ELLIOT CUMMINS	ELLIOT CUMMINS:REF FLAG FT	60.00
		GRADY GLICK	GRADY GLICK:REF FLAG FOOTB	60.00
		KAEL JAURON	KAEL JAURON:REF FLAG FOOTB	60.00
		LANDON HILL	LANDON HILL:REF FLAG FOOTB	30.00
		SKYLER SCHMIDT	SKYLER SCHMIDT:REF FLAG FT	60.00
		COLE SYRING	COLE SYRING:REF FLAG FOOTB	30.00
		BRANDON VALET	BRANDON VALET:REF FLAG FTB	30.00
		ELLIOT CUMMINS	ELLIOT CUMMINS:REF FLAG FT	30.00
		GRADY GLICK	GRADY GLICK:REF FLAG FOOTB	45.00
		LANDON HILL	LANDON HILL:REF FLAG FOOTB	45.00
		SKYLER SCHMIDT	SKYLER SCHMIDT:REF FLAG FT	30.00
		T & M CLOTHING CO.	50 BASKETBALL SHIRTS	312.50
			TOTAL:	1,061.18
FAMILY AQUATIC CENTER	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	220.55
			MEDICARE WITHOLDING	29.23
			MEDICARE WITHOLDING	22.33
		BARTON SOLVENTS INC	CHEMICALS	846.80
		JOHN DEERE FINANCIAL	OPERATING SUPPLIES	106.04
		GRAINGER	POOL REPAIR SUPPLIES	13.12
			POOL REPAIR SUPPLIES	38.88
		HAWKINS INC	CHEMICALS	522.35
		IPERS	IPERS REGULAR EMPLOYEES	273.32
		PRINCIPAL	GTL_VTL INSURANCE	5.85
		SCHIMBERG CO	POOL REPAIR SUPPLIES	73.18
		TIPTON HIGH SCHOOL	YEARBOOK ADVERTISEMENT	70.00
		VERIZON WIRELESS	Cell, Data service	26.44
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	9.68
		CITY OF TIPTON FUNDS	Repay Admin Services	1,193.55
			PSF payment	11.48
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	62.00
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	987.18
			TOTAL:	4,511.98
ECONOMIC DEVELOPMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	110.28
			MEDICARE WITHOLDING	25.79
		LINDA BECK	MILEAGE REIMBURSEMENT	116.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISC. VENDOR	AFP GREATER TRI-STATE	35.00
		INTEGRATED TECHNOLOGY PARTNERS LLC	TECH SERVICES	52.50
		IPERS	IPERS REGULAR EMPLOYEES	180.71
		MARCIA MEYERS	NOVEMBER RENT	600.00
		PRINCIPAL	GTL_VTL INSURANCE	3.90
		SPAHN & ROSE LUMBER CO	PROJECT SUPPLIES	11.98
			PROJECT SUPPLIES	54.89
		TIPTON GREENHOUSE & FLORIST	PLANTER FOR DOWNTOWN	499.00
		VERIZON WIRELESS	Cell, Data service	52.88
		WALMART COMMUNITY	MISC SUPPLIES	4.00
			OFFICE SUPPLIES	24.89
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	8.77
		CITY OF TIPTON FUNDS	PSF payment	7.65
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	821.99
			TOTAL:	2,610.81
EXECUTIVE	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	23.25
			MEDICARE WITHOLDING	5.44
		IPERS	IPERS ELECTED OFFICIALS	35.40
			TOTAL:	64.09
FINANCE & ADMINISTRATI	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	67.17
			MEDICARE WITHOLDING	3.84
			MEDICARE WITHOLDING	11.38
			MEDICARE WITHOLDING	0.02
			MEDICARE WITHOLDING	0.18
			MEDICARE WITHOLDING	0.30
		IPERS	IPERS REGULAR EMPLOYEES	103.41
		PRINCIPAL	GTL_VTL INSURANCE	0.46
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	1.39
		CITY OF TIPTON FUNDS	Repay Admin Services	336.52
			PSF payment	7.43
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	234.16
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	159.55
			TOTAL:	925.81
BUILDING MAINTENANCE	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	1.35
			MEDICARE WITHOLDING	0.31
		AUCA CHICAGO LOCKBOX	MATS	117.49
		OFFICE EXPRESS	OFFICE SUPPLIES	39.95
			TOTAL:	159.10
AMBULANCE TRUST	GENERAL GOVERNMENT	CITY OF TIPTON FUNDS	JULY, AUG, SEPT, OCT TRANS	5,769.36
			TOTAL:	5,769.36
TRANSFER-COMM/LOCAL AC	GENERAL GOVERNMENT	CITY OF TIPTON FUNDS	JULY, AUG, SEPT, OCT TRANS	8,333.36
			TOTAL:	8,333.36
STREET DEPARTMENT	ROAD USE TAX FUND	CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	2,429.33
			TOTAL:	2,429.33
TRAFFIC SERVICE MAINT.	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	3.93
			MEDICARE WITHOLDING	0.84
			MEDICARE WITHOLDING	0.06
			MEDICARE WITHOLDING	0.02
		IPERS	IPERS REGULAR EMPLOYEES	6.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRINCIPAL	GTL_VTL INSURANCE	0.12
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	0.29
		CITY OF TIPTON FUNDS	Central Stores services pa	13.24
			PSF payment	0.68
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>34.04</u>
			TOTAL:	59.55
SNOW AND ICE REMOVAL	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	59.90
			MEDICARE WITHOLDING	11.66
			MEDICARE WITHOLDING	0.28
			MEDICARE WITHOLDING	0.29
			MEDICARE WITHOLDING	1.36
			MEDICARE WITHOLDING	0.44
		IPERS	IPERS REGULAR EMPLOYEES	94.89
		PRINCIPAL	GTL_VTL INSURANCE	2.08
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	4.34
		CITY OF TIPTON FUNDS	Central Stores services pa	304.54
			PSF payment	9.15
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,598.26
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>411.08</u>
			TOTAL:	2,498.27
STREET CLEANING	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	10.42
			MEDICARE WITHOLDING	2.44
		IPERS	IPERS REGULAR EMPLOYEES	15.86
		CITY OF TIPTON FUNDS	Central Stores services pa	102.88
			PSF payment	<u>2.30</u>
			TOTAL:	133.90
TRANSFER/OTHER SOURCES	ROAD USE TAX FUND	CITY OF TIPTON FUNDS	JULY, AUG, SEPT, OCT TRANS	<u>9,131.64</u>
			TOTAL:	9,131.64
TRANSFERS/OTHER SOURCE	TRUST AND AGENCY F	CITY OF TIPTON FUNDS	JULY, AUG, SEPT, OCT TRANS	<u>142,784.64</u>
			TOTAL:	142,784.64
TRANSFER	Emergency Fund	CITY OF TIPTON FUNDS	JULY, AUG, SEPT, OCT TRANS	<u>10,478.36</u>
			TOTAL:	10,478.36
OTHER GOVERNMENTAL SER	LOCAL OPTION TAX	SHEETS DESIGN BUILD LLC	PAY APP NO. 5	<u>43,700.00</u>
			TOTAL:	43,700.00
TRANSFERS/OTHER SOURCE	LOCAL OPTION TAX	CITY OF TIPTON FUNDS	JULY, AUG, SEPT, OCT TRANS	<u>89,333.36</u>
			TOTAL:	89,333.36
OTHER COMM & ECO DEV	TIF SPECIAL REVENU	MISC. VENDOR	JMJ INVESTMENTS LLC:DRIP R	3,000.00
			DON ROTH:TRIP REIMBURSEMEN	7,500.00
		TIFFINY'S TIPTON BAKERY	DRIP REIMBURSEMENT	<u>7,500.00</u>
			TOTAL:	18,000.00
OTHER GOVERNMENTAL SER	TIF SPECIAL REVENU	HARDACRE THEATER	HARDACRE REPAIRS	<u>29,520.00</u>
			TOTAL:	29,520.00
TRANSFERS/OTHER SOURCE	FIRE ENTERPRISE TR	CITY OF TIPTON FUNDS	JULY, AUG, SEPT, OCT TRANS	10,000.00
			JULY, AUG, SEPT, OCT TRANS	<u>20,900.00</u>
			TOTAL:	30,900.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
WATER DISTRIBUTION	WATER OPERATING	I.R.S.	FICA WITHOLDING	276.43		
			MEDICARE WITHOLDING	57.66		
			MEDICARE WITHOLDING	0.12		
			MEDICARE WITHOLDING	1.49		
			MEDICARE WITHOLDING	4.08		
			MEDICARE WITHOLDING	1.31		
			CINTAS LOC	UNIFORMS	7.64	
				UNIFORMS	7.64	
				UNIFORMS	7.64	
				UNIFORMS	7.64	
		UNIFORMS		7.64		
		UNIFORMS		7.64		
		UNIFORMS		7.64		
		JOHN DEERE FINANCIAL	SMALL TOOLS	13.97		
		IOWA ONE CALL	LOCATES	12.00		
		IPERS	IPERS REGULAR EMPLOYEES	435.11		
		PRINCIPAL	GTL_VTL INSURANCE	8.32		
		SPAHN & ROSE LUMBER CO	OPERATING SUPPLIES	48.49		
		VERIZON WIRELESS	Cell, Data service	158.64		
		WALMART COMMUNITY	OPERATING SUPPLIES	56.42		
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	20.39		
		CITY OF TIPTON FUNDS	Repay Admin Services	1,983.49		
			PSF payment	45.88		
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	232.58		
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>1,978.26</u>		
			TOTAL:	5,388.12		
		WATER BILL/COLLECT	WATER OPERATING	I.R.S.	FICA WITHOLDING	67.12
MEDICARE WITHOLDING	14.02					
MEDICARE WITHOLDING	0.68					
MEDICARE WITHOLDING	0.52					
MEDICARE WITHOLDING	0.46					
IPERS	IPERS REGULAR EMPLOYEES			108.16		
PRINCIPAL	GTL_VTL INSURANCE			2.74		
UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO			5.25		
CITY OF TIPTON FUNDS	Repay Admin Services			320.59		
	PSF payment			31.41		
BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY			<u>818.50</u>		
	TOTAL:			1,369.45		
TRANSFER/OTHER SOURCES	WATER OPERATING			CITY OF TIPTON FUNDS	JULY, AUG, SEPT, OCT TRANS	14,583.36
					JULY, AUG, SEPT, OCT TRANS	<u>47,351.64</u>
		TOTAL:	61,935.00			
WASTEWATER/AKA SEWER	WASTEWATER/AKA SEW	I.R.S.	FICA WITHOLDING	269.03		
			MEDICARE WITHOLDING	57.94		
			MEDICARE WITHOLDING	0.22		
			MEDICARE WITHOLDING	1.52		
			MEDICARE WITHOLDING	2.58		
		MEDICARE WITHOLDING	0.66			
		IPERS	IPERS REGULAR EMPLOYEES	425.62		
		LYNCH'S EXCAVATING INC	SANITARY MANHOLE REPAIRS	9,743.00		
		MANATTS INC	3.25 YDS MANHOLE WORK	468.81		
		QC ANALYTICAL SERVICES LLC	WASTEWATER TESTING	1,536.00		
		PRINCIPAL	GTL_VTL INSURANCE	7.80		
		STAR EQUIPMENT LTD	ENLOAD STRUTS FOR SHORING	1,675.00		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SPAHN & ROSE LUMBER CO	OPERATING SUPPLIES	140.81
			OPERATING SUPPLIES	27.66
			OPERATING SUPPLIES	161.44
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	20.13
		VEENSTRA & KIMM INC	NW AREA UTILITY IMPROVEMEN	3,950.00
		WENDLING QUARRIES INC	61.92 TN CLEAN ROCK	730.66
			126.19 TN ROAD STONE	1,326.75
		CITY OF TIPTON FUNDS	Repay Admin Services	1,877.95
			PSF payment	100.20
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	296.75
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>2,323.25</u>
			TOTAL:	25,143.78
LAGOON	WASTEWATER/AKA SEW	JOHN DEERE FINANCIAL	MAINT SUPPLIES	66.99
			MAINT SUPPLIES	<u>66.99</u>
			TOTAL:	133.98
TRANSFER/OTHER SOURCES	WASTEWATER/AKA SEW	CITY OF TIPTON FUNDS	JULY, AUG, SEPT, OCT TRANS	13,533.36
			JULY, AUG, SEPT, OCT TRANS	<u>67,964.00</u>
			TOTAL:	81,497.36
ELECTRIC DISTRIBUTION	ELECTRIC OPERATING	I.R.S.	FICA WITHOLDING	708.54
			MEDICARE WITHOLDING	142.07
			MEDICARE WITHOLDING	0.31
			MEDICARE WITHOLDING	0.43
			MEDICARE WITHOLDING	8.40
			MEDICARE WITHOLDING	4.82
			MEDICARE WITHOLDING	8.23
			MEDICARE WITHOLDING	1.44
		CJ COOPER & ASSOCIATES INC	RANDOM SCREENING	35.00
		CINTAS LOC	CLEANING SERVICES	89.88
			UNIFORMS, SHOP TOWELS, MAT	199.48
			UNIFORMS, SHOP TOWELS, MAT	46.94
			UNIFORMS, SHOP TOWELS, MAT	171.19
			UNIFORMS, SHOP TOWELS, MAT	46.94
			UNIFORMS, SHOP TOWELS, MAT	106.89
			UNIFORMS, SHOP TOWELS, MAT	46.94
		JOHN DEERE FINANCIAL	OPERATING SUPPLIES	47.78
		FLETCHER-REINHARDT CO.	2 ELECTRIC METERS	139.10
		JAMES HANSEN	NOVEMBER RENT	225.00
		IOWA UTILITIES BOARD	ELECTRIC ASSESSMENT	1,948.00
		IOWA ONE CALL	LOCATES	12.00
		IPERS	IPERS REGULAR EMPLOYEES	1,119.30
		MUSCATINE POWER & WATER	LOCATE CABLE FAULT	406.10
		POWER LINE SUPPLY	OVERHEAD SUPPLIES	156.22
			SAFETY SUPPLIES	430.70
			STREET LIGHT SUPPLIES	556.40
			OVERHEAD SUPPLIES	528.58
		PRINCIPAL	GTL_VTL INSURANCE	15.68
		RESCO	UNDERGROUND SUPPLIES	155.15
			UNDERGROUND SUPPLIES	4,601.00
		SKARSHAUG TESTING LAB	GLOVE CLEAN/TEST/SEAL	175.28
		SPAHN & ROSE LUMBER CO	OPERATING SUPPLIES	34.36
		VERIZON WIRELESS	Cell, Data service	262.15
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	44.07
		CITY OF TIPTON FUNDS	Repay Admin Services	12,151.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PSF payment	1,033.31
			5 REBATES	3,055.56
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	116,426.38
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>3,534.65</u>
			TOTAL:	148,675.85
ELECTRIC POWER PLANT	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING	98.96
			MEDICARE WITHOLDING	20.15
			MEDICARE WITHOLDING	1.71
			MEDICARE WITHOLDING	0.82
			MEDICARE WITHOLDING	0.46
		JOHN DEERE FINANCIAL	SMALL TOOLS	14.97
		IPERS	IPERS REGULAR EMPLOYEES	157.36
		PRINCIPAL	GTL_VTL INSURANCE	2.64
		SHERMCO INDUSTRIES INC	MISO CERTIFICATION	1,400.00
		THOMAS HEATING & AIR	BLDG MAINT REPAIRS	179.00
		TIPTON ELECTRIC MOTORS	RENT PRESSURE WASHER	205.44
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	7.32
		CITY OF TIPTON FUNDS	Repay Admin Services	1,595.92
			PSF payment	66.45
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	14,027.28
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>529.05</u>
			TOTAL:	18,307.53
ELECTRIC BILL/COLLECT	ELECTRIC OPERATING I.R.S.		FICA WITHOLDING	131.82
			MEDICARE WITHOLDING	28.13
			MEDICARE WITHOLDING	0.01
			MEDICARE WITHOLDING	1.08
			MEDICARE WITHOLDING	1.09
			MEDICARE WITHOLDING	0.51
		IPERS	IPERS REGULAR EMPLOYEES	211.48
		PRINCIPAL	GTL_VTL INSURANCE	4.33
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	9.44
		CITY OF TIPTON FUNDS	Repay Admin Services	591.18
			PSF payment	51.39
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	9,819.09
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>1,123.45</u>
			TOTAL:	11,973.00
LOUISA GENERATING STAT	ELECTRIC OPERATING MIDAMERICAN ENERGY COMPANY		Est cash request	19,600.00
			Est cash request	32,480.00
			Est cash request	560.00
			Est cash request	<u>3,360.00</u>
			TOTAL:	56,000.00
TRANSFER/OTHER SOURCES	ELECTRIC OPERATING CITY OF TIPTON FUNDS		JULY, AUG, SEPT, OCT TRANS	97,323.36
			JULY, AUG, SEPT, OCT TRANS	143,988.36
			JULY, AUG, SEPT, OCT TRANS	<u>26,625.36</u>
			TOTAL:	267,937.08
GAS DISTRIBUTION	GAS OPERATING I.R.S.		FICA WITHOLDING	417.97
			MEDICARE WITHOLDING	73.95
			MEDICARE WITHOLDING	0.32
			MEDICARE WITHOLDING	0.12
			MEDICARE WITHOLDING	7.89
			MEDICARE WITHOLDING	7.26

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	8.22
		BORDER STATES ELECTRIC SUPPLY	GAS SERVICE LINE SUPPLIES	1,093.56
			GAS SERVICE LINE SUPPLIES	101.05
		CJ COOPER & ASSOCIATES INC	RANDOM SCREENING	35.00
		CINTAS LOC	CLEANING SERVICES	22.47
			UNIFORMS, SHOP TOWELS, MAT	44.47
			UNIFORMS, SHOP TOWELS, MAT	44.47
			UNIFORMS, SHOP TOWELS, MAT	44.47
		GROEBNER & ASSOCIATES INC	GAS MAIN SUPPLIES	334.42
			GAS MAIN SUPPLIES	518.67
		INTEGRATED TECHNOLOGY PARTNERS LLC	TECH SERVICES	22.50
			TECH SERVICES	45.00
		IOWA UTILITIES BOARD	GAS ASSESSMENT	1,134.00
		IOWA ONE CALL	LOCATES	12.00
		IPERS	IPERS REGULAR EMPLOYEES	650.50
		THE PARADIGM ALLIANCE INC	FALL PUBLIC AWARENESS PROG	1,171.65
		PRINCIPAL	GTL_VTL INSURANCE	10.23
		STUART C IRBY CO	GAS MAIN SUPPLIES	684.80
			GAS MAIN SUPPLIES	360.76
		VERIZON WIRELESS	Cell, Data service	52.88
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	29.40
		CITY OF TIPTON FUNDS	Repay Admin Services	5,335.62
			PSF payment	68.41
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	5,907.04
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	2,498.22
			TOTAL:	20,737.32
GAS BILL/COLLECT	GAS OPERATING	I.R.S.	FICA WITHOLDING	79.87
			MEDICARE WITHOLDING	16.85
			MEDICARE WITHOLDING	0.68
			MEDICARE WITHOLDING	0.67
			MEDICARE WITHOLDING	0.49
		IPERS	IPERS REGULAR EMPLOYEES	128.78
		PRINCIPAL	GTL_VTL INSURANCE	3.04
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	6.10
		CITY OF TIPTON FUNDS	Repay Admin Services	320.77
			PSF payment	31.41
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	894.51
			TOTAL:	1,483.17
NON-DEPARTMENTAL	GAS D.E.I.	CITIZENS SAVINGS BANK	CD PURCHASE GAS DEI	10,775.14
			TOTAL:	10,775.14
AIRPORT	AIRPORT OPERATING	I.R.S.	FICA WITHOLDING	13.18
			MEDICARE WITHOLDING	3.08
		IPERS	IPERS REGULAR EMPLOYEES	20.06
		MC CLURE ENGINEERING COMPANY	PLANNING & LAND ACQUISITION	1,355.00
		WRIGHT LAWN CARE	CONTRACT PAY NOVEMBER	358.33
			TOTAL:	1,749.65
GARBAGE COLLECTION	GARBAGE COLLECTION	I.R.S.	FICA WITHOLDING	173.40
			MEDICARE WITHOLDING	36.68
			MEDICARE WITHOLDING	0.38
			MEDICARE WITHOLDING	1.22
			MEDICARE WITHOLDING	2.05
			MEDICARE WITHOLDING	0.22

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CINTAS LOC	UNIFORMS	8.25
			UNIFORMS	8.25
		JOHN DEERE FINANCIAL	OPERATING SUPPLIES	31.97
		IPERS	IPERS REGULAR EMPLOYEES	276.46
		PRINCIPAL	GTL_VTL INSURANCE	5.40
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	12.97
		CITY OF TIPTON FUNDS	Repay Admin Services	1,657.71
			Central Stores services pa	2,219.22
			PSF payment	111.00
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	2,730.92
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>1,715.37</u>
			TOTAL:	9,032.72
RECYCLING	GARBAGE COLLECTION I.R.S.		FICA WITHOLDING	38.39
			MEDICARE WITHOLDING	7.49
			MEDICARE WITHOLDING	0.17
			MEDICARE WITHOLDING	1.32
		IPERS	IPERS REGULAR EMPLOYEES	61.92
		PRINCIPAL	GTL_VTL INSURANCE	1.56
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	2.94
		CITY OF TIPTON FUNDS	PSF payment	54.64
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	1,811.45
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>552.47</u>
			TOTAL:	2,532.35
TRANSFER OUT/SINKING F GARBAGE COLLECTION	CITY OF TIPTON FUNDS		JULY, AUG, SEPT, OCT TRANS	11,914.64
			JULY, AUG, SEPT, OCT TRANS	<u>7,014.64</u>
			TOTAL:	18,929.28
STORM WATER	STORM WATER	I.R.S.	FICA WITHOLDING	25.11
			MEDICARE WITHOLDING	4.65
			MEDICARE WITHOLDING	0.01
			MEDICARE WITHOLDING	0.09
			MEDICARE WITHOLDING	0.88
			MEDICARE WITHOLDING	0.25
		JOHN DEERE FINANCIAL	OPERATING SUPPLIES	3.49
		IPERS	IPERS REGULAR EMPLOYEES	39.64
		PRINCIPAL	GTL_VTL INSURANCE	0.91
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	1.87
		CITY OF TIPTON FUNDS	Repay Admin Services	234.33
			PSF payment	4.87
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	29.35
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	<u>161.80</u>
			TOTAL:	507.25
OTHER SOURCES	STORM WATER	CITY OF TIPTON FUNDS	JULY, AUG, SEPT, OCT TRANS	2,403.36
			JULY, AUG, SEPT, OCT TRANS	<u>405.64</u>
			TOTAL:	2,809.00
INT SRVC-OTHER BUSINES CENTRAL GARAGE	I.R.S.		FICA WITHOLDING	65.53
			MEDICARE WITHOLDING	14.02

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHOLDING	0.94
			MEDICARE WITHOLDING	0.37
		ALBAUGH PHC INC	THERMOSTAT	57.50
		BARRON MOTOR SUPPLY	REPAIR PARTS #188	14.08
			REPAIR PARTS #188	5.09
			REPAIR PARTS #188	35.92
			STOCK PARTS	8.49
			SHOP SUPPLIES	63.25
			REPAIR PARTS #26	11.28
			REPAIR PARTS	9.76
		CINTAS LOC	UNIFORMS	8.04
			SHOP SUPPLIES	42.13
			UNIFORMS	8.04
			UNIFORMS	8.04
			UNIFORMS	8.04
			SHOP SUPPLIES	50.93
			UNIFORMS	8.04
			UNIFORMS	8.04
			UNIFORMS	8.04
		JOHN DEERE FINANCIAL	SHOP SUPPLIES	101.77
			PARTS & OPERATING SUPPLIES	45.99
			SHOP TOOLS	15.99
			4 TIRES #200	371.96
			REPAIR PARTS #118	41.80
		MISC. VENDOR IWI MOTOR PARTS - 5	IWI MOTOR PARTS - 5:RPR PA	342.57
		GRAINGER	REPAIR PARTS #26 & #12	63.71
			SHOP SUPPLIES	38.98
		HARRY'S FARM TIRE	2 TIRES #18	915.00
		IWI MOTOR PARTS - 7	STOCK PARTS	73.50
		IWI MOTOR PARTS	REPAIR PARTS #66	56.93
		IPERS	IPERS REGULAR EMPLOYEES	105.52
		KUNDE OUTDOOR EQUIPMENT	REPAIR PARTS #188	46.08
		MIDWEST WHEEL COMPANIES	REPAIR PARTS #200	4.68
			STOCK PARTS	23.82
		MITCHELL 1	WEB BASED SUBSCRIPTIONS	253.05
		PRINCIPAL	GTL_VTL INSURANCE	1.95
		REXCO EQUIPMENT INC	PARTS #138	131.65
		SHOTTENKIRK	REPAIR PARTS #12	136.62
			REPAIR PARTS #52	78.38
			REPAIR PARTS	15.30
		STORM STEEL	SHOP SUPPLIES	10.62
		THOMPSON TRUCK & TRAILER	REPAIR PARTS #30	27.73
			REPAIR PARTS #21	82.88
			REPAIR PARTS #21	82.88
			SHOP SUPPLIES	14.98
			SHOP SUPPLIES	150.48
		VERIZON WIRELESS	Cell, Data service	267.60
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	4.81
		WIELES OF TIPTON	REPAIRS #12	101.18
		CITY OF TIPTON FUNDS	Repay Admin Services	1,056.67
			PSF payment	8.83
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	567.49
			TOTAL:	5,676.97
NON-DEPARTMENTAL	CITY RESERVE FUND	CITIZENS SAVINGS BANK	CD PURCHASE-CITY RESERVE	116,475.74
			TOTAL:	116,475.74

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
INT SRVC-OTHER BUSINES	ADMINISTRATIVE SER	I.R.S.	FICA WITHOLDING	89.58
			MEDICARE WITHOLDING	11.52
			MEDICARE WITHOLDING	9.43
		ECIA	CDBG GRANT WRITING	2,354.50
		MISC. VENDOR	AFP GREATER TRI-STATE	70.00
			AMY LENZ	175.16
		HEARTLAND SPORTS COMPLEX	10/21-10/31	887.10
			NOVEMBER	2,500.00
		HOLIDAY INN DES MOINES AIRPORT	TRAVEL TRAINING	201.60
			TRAVEL TRAINING	100.80
		INTEGRATED TECHNOLOGY PARTNERS LLC	TECH SERVICES	22.50
		IPERS	IPERS REGULAR EMPLOYEES	143.49
		MELISSA ARMSTRONG	MILEAGE REIMBURSEMENT	175.16
		NEOFUNDS	POSTAGE DUE	39.00
		OFFICE EXPRESS	OFFICE SUPPLIES	13.99
			OFFICE SUPPLIES	11.49
			OFFICE SUPPLIES	45.87
		PRINCIPAL	GTL_VTL INSURANCE	3.79
		VERIZON WIRELESS	Cell, Data service	584.48
		UNUM LIFE INSURANCE COMPANY OF AMERICA	LONG TERM DISABILITY PAYRO	6.96
		WINDSTREAM	MONTHLY SERVICES	832.92
		CITY OF TIPTON FUNDS	PSF payment	7.42
		CITY OF TIPTON-REVOLVING CENTRAL GARAG	vehicle/equipment charges	9.17
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INS PY CITY	1,287.73
			TOTAL:	9,583.66
NON-DEPARTMENTAL	PAYROLL ACCOUNT	I.R.S.	FEDERAL WITHOLDING	6,751.05
			FICA WITHOLDING	4,802.38
			MEDICARE WITHOLDING	1,123.17
		AFLAC	AFLAC AFTER TAX PY W/HOLDI	214.67
			AFLAC PY PRETAX WITHOLDING	347.42
			AFLAC AFTER TAX DEDUCTION	108.18
		COLLECTION SERVICES CENTER	CHILD SUPPORT- SPANGLER-96	96.73
		IPERS	IPERS WITHOLDING, FIRE	37.65
			IPERS ELECTED OFFICIALS	23.59
			IPERS REGULAR EMPLOYEES	3,752.35
			IPERS WITHOLDING EMT	167.54
			IPERS WITHOLDING POLICE	1,000.51
		PRINCIPAL	GTL_VTL INSURANCE	399.90
		CITY OF TIPTON FUNDS	IPAD PRO REIMB	30.58
		TREASURER, STATE OF IOWA	STATE WITHOLDING	3,133.00
		BLUE CROSS/BLUE SHIELD	BCBS HEALTH INSURANCE PYM	1,715.00
			BCBS-AVESIS VISION PYMNT	50.26
		CITY OF TIPTON	MISC. EMPLOYEE REIMBURSEME	200.00
			TOTAL:	23,953.98
NON-DEPARTMENTAL	ELECTRIC METER DEP	CITIZENS SAVINGS BANK	CD PURCHASE-ELECT MTR DEPO	10,775.14
			TOTAL:	10,775.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
001	GENERAL GOVERNMENT			245,723.31
110	ROAD USE TAX FUND			14,252.69
112	TRUST AND AGENCY FUND			142,784.64
119	Emergency Fund			10,478.36
121	LOCAL OPTION TAX			133,033.36
125	TIF SPECIAL REVENUE FUND			47,520.00
192	FIRE ENTERPRISE TRUST			30,900.00
600	WATER OPERATING			68,692.57
610	WASTEWATER/AKA SEWER REVE			106,775.12
630	ELECTRIC OPERATING			502,893.46
640	GAS OPERATING			22,220.49
641	GAS D.E.I.			10,775.14
660	AIRPORT OPERATING			1,749.65
670	GARBAGE COLLECTION			30,494.35
740	STORM WATER			3,316.25
810	CENTRAL GARAGE			5,676.97
830	CITY RESERVE FUND			116,475.74
835	ADMINISTRATIVE SERVICES			9,583.66
860	PAYROLL ACCOUNT			23,953.98
950	ELECTRIC METER DEPOSITS			10,775.14
-----				
	GRAND TOTAL:			1,538,074.88
-----				

SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET: 01-TIPTON, IA  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 10/15/2019 THRU 11/06/2019  
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00  
GL POST DATE: 0/00/0000 THRU 99/99/9999  
CHECK DATE: 0/00/0000 THRU 99/99/9999

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PAYROLL SELECTION

PAYROLL EXPENSES: NO  
EXPENSE TYPE: N/A  
CHECK DATE: 0/00/0000 THRU 99/99/9999

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PRINT OPTIONS

PRINT DATE: None  
SEQUENCE: By Department  
DESCRIPTION: Distribution  
GL ACCTS: NO  
REPORT TITLE: CLAIMS REGISTER  
SIGNATURE LINES: 0

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PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM: YES  
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<b>Aquatic Center</b>								
Operating Supplies - Wal-Mart	dr	001	5	465	2	65070	42.98	
Operating Supplies - Wal-Mart, Hasry Awards, Global Industrial	dr	001	5	446	2	65070	715.38	
Concession Supplies - Family Foods	dr	001	5	465	2	65031	10.36	
Equipment Maint/Rpr Supplies - United Refrigeration, Kano Labs	dr	001	5	465	2	63500	2290.02	
<b>Total Charges</b>							<b>3,058.74</b>	
<b>Library</b>								
Postage/Shipping - USPS	dr	001	5	410	2	65080	65.26	
Materials - Amazon, Walmart	dr	001	5	410	2	65020	827.54	
Programming - Walmart	dr	001	5	410	1	65021	1.98	
Training - McDonalds	dr	001	5	410	1	62300	8.22	
Miscellaneous - Walmart	dr	001	5	410	2	65980	64.58	
<b>Total Charges</b>							<b>967.58</b>	
<b>Police</b>								
Travel Training - TownePlace Suites	dr	001	5	110	1	62980	210.56	
DARE Supplies - Creative Product Sourcing	dr	001	5	110	2	65051	394.02	
Operating Supplies - Stuff Etc	dr	001	5	110	2	65070	15.89	
Fuel - Brooklyn TA	dr	001	5	110	2	65075	33.04	
Postage/Shipping - USPS	dr	001	5	110	2	65080	11.49	
Miscellaneous - Jostens, Skillet Café & Bakery	dr	001	5	110	2	65980	47.12	
<b>Total Charges</b>							<b>712.12</b>	
<b>Public Works</b>								
Operating Supplies - Wal-Mart, Harbor Freight	dr	810	5	899	2	65070	171.04	
Repair Parts - Trailer Fenders	dr	810	5	899	2	63321	449.38	
Miscellaneous - ASE	dr	810	5	899	2	65980	165.00	
<b>Total Charges</b>							<b>785.42</b>	
<b>Statement Total</b>							<b>9,196.35</b>	

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	Council meeting of November 6, 2019.
<b>AGENDA ITEM:</b>	Presentation of “Broadband Assessment Report, Phase 1” and possible motion on whether to proceed to Phase 2. ( <i>Curtis Dean and David LaMarche</i> )
<b>ACTION:</b>	Motion to approve, deny, or table.

**SYNOPSIS**

We’re expecting Curtis Dean and David LaMarche to be at the meeting to present their Phase 1 findings. We’ve enclosed another copy of this report in your meeting packet.

Going back to their original proposal, this is what Phase 1 was supposed to do:

Phase 1: Provider Research, \$5650

During this initial phase, SmartSource Consulting and BigGig Iowa will identify providers in the region that may have an interest in providing improved broadband services in Tipton. Providers will be contacted and interviewed to determine what, if any, broadband assets they have in Tipton, to learn more about their intentions for future growth in Tipton and discuss parameters under which they may be interested in serving Tipton alone or in conjunction with the City.

You’ll notice that this agenda also has a possible motion within it. This gives you the chance to decide on whether you want to proceed with Phase 2 which is described below:

Phase 2: Community Broadband Study, \$19,000

The goal of Phase 2 is to provide the City of Tipton with feedback from the community about current broadband providers and show what a municipal broadband utility might look like in terms of technology, structure, and cost. Upon completion of Phase One and signed Letter of Engagement, SmartSource Consulting, BigGig Iowa, and Kielkopf Advisory Services will perform the following services:

- 1) Community Broadband Survey: The survey will contain broadband questions about consumer broadband usage and attitudes about incumbent providers. The survey is also designed to measure the public’s interest in switching to a new provider if one were present in Tipton in order to determine the ability to capture market share from existing providers. This evaluation of the market opportunity will be of value to either Tipton or another potential provider in determining take rates and financial performance.
- 2) Broadband Assessment: Utilizing an online platform, CrowdFiber, the broadband assessment will identify the addresses of consumers interested in switching to a new provider and will collect internet speed test data at this location. This adds value for business modeling and the

Phase Three RFI process as having locational information may drive interest in phased solutions by reducing uncertainty arising from only having aggregated data.

- 3) High-Level Cost Estimates: BigGig Iowa will develop a high-level design and cost estimate for a broadband network in Tipton. Two options will be developed: a fiber-to-the-home (FTTH) network and a hybrid fiber-fixed wireless (HFW) network.
- 4) High-level Business Model: Utilizing cost estimates prepared in Phase 2 above, SmartSource Consulting and Kielkopf Advisory Services will develop a high-level business model for a city-owned and operated broadband utility using either a FTTH or HFW network topology. This provides the City with a base business case for a municipal utility that can be compared to proposals received by other providers during the Phase Three RFI process.

You don't necessarily have to decide on whether to proceed with Phase 2 on Nov 6. If you have additional questions or need more time to think about it, you certainly can do that.

**PREPARED BY:** BW

**DATE PREPARED:** October 24, 2019



# BROADBAND ASSESSMENT

## Phase 1: Provider Research

City of Tipton

Author: David LaMarche - BigGig Iowa, LLC  
david@biggigiowa.com

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    - South Slope Cooperative Communications ..... 13
    - Mechanicsville Telephone Company..... 13
- Work Product Ownership ..... 13

## The Challenge

In 1997, voters in Tipton approved the formation of a municipal telecommunications utility by a vote of 86% in favor and 14% against. Like many other Iowa communities in the late 1990's, Tipton leaders were worried about being left behind on the "information superhighway" as internet access was coming into widespread adoption. Although voters authorized a telecom utility, thus establishing it legally, a telecommunications system was not built. Instead, the community continued to rely on the incumbent cable TV and telephone companies to provide access and satisfy Tipton's needs.

Twenty-two years later, the telecommunications world has changed drastically. Fast, reliable internet access has become essential for entertainment, education, health care, and economic development in the 21<sup>st</sup> century. Tipton citizens have provided feedback to city leaders that incumbent providers are not meeting their needs, especially in terms of reliability, affordability, and customer service excellence.

In order to identify possible pathways to better broadband, the City of Tipton has asked SmartSource Consulting and collaborative partners Kielkopf Advisory Services and BigGig Iowa to help the city examine its options. Are there broadband providers in the region that would be interested in serving Tipton? Is a municipal telecommunications system a feasible option? Are there public-private partnerships that might achieve your goals?

## The Proposed Solution

SmartSource Consulting proposed that Tipton embark on a three-phase approach to evaluate its broadband options. Two collaborative partners – BigGig Iowa and Kielkopf Advisory Services – would perform substantial portions of the work, serving as subcontractors to SmartSource Consulting. Tipton decided to move forward with the first phase, and this report is the output from that study.

Research and report provided by BigGig Iowa's David LaMarche.

## Provider Research – Executive Summary

Four companies provide broadband services in Tipton today:

- Mediacom – Advertises up to 1Gbps broadband services over coaxial cable
- Windstream – Advertises up to 100Mbps broadband services over xDSL (copper)
- SPEEDConnect – Advertises up to 15Mbps broadband services over fixed-wireless
- Clarence Telephone – Serves a small portion of Tipton with fiber to the home (FTTP) services up to 100Mbps

Eight companies were contacted to assess interest in building out or expanding broadband services in Tipton. Listed in order of interest.

- Liberty Communications
  - Interested in exploring expansion into Tipton. Very interested in assessing a partnership.
- Clarence Telephone
  - Some fiber services in Tipton today with tentative plans to expand, but no commitment. A partnership may yield a commitment.
- Allo Communications
  - Slight interest; would depend on their assessment
- F&B Communications
  - No plans to offer services in Tipton, but potentially interested in partnering
- ImOn Communications
  - No plans to offer services in Tipton, but potentially interested in partnering
- WTC Communications
  - No plans to offer services in Tipton. Only interested if Clarence does not build-out.
- South Slope Cooperative Communications
  - No plans to offer services in Tipton; no interest in partnering.
- Mechanicsville Telephone Company
  - Unresponsive

Liberty Communications expressed the highest level of interest in offering services in Tipton. They are a modern company, family owned and independent. Clarence Telephone, however, has some fiber in Tipton today and has tentative plans to expand, but no commitment.

Research and report provided by BigGig Iowa's David LaMarche.

## Provider Research

This document includes the output from Phase 1: Provider Research. During this initial phase, SmartSource Consulting and BigGig Iowa have identified companies providing broadband Internet in Tipton today and 3<sup>rd</sup> party providers that may have an interest in providing broadband services in Tipton. Research and report provided by BigGig Iowa's David LaMarche.

Information about current services offered in Tipton today was gathered and is explained. Third party providers who are not offering services in Tipton today (or only limited services) were contacted and interviewed to determine what, if any, broadband assets they have in Tipton, to learn more about their intentions for future growth in Tipton and determine if they are interested in being included in discussions regarding possibly coming into Tipton and providing services in the future.

## Companies Providing Broadband Services in Tipton Today

### Mediacom

Mediacom (<https://mediacomcable.com/>) offers broadband services in Tipton today. Their fiber, however, doesn't show up on my GIS records. This is being investigated with Mediacom. Companies aren't required to provide these records, however, so it's possible we won't be able to gather this information. Mediacom has at least 58 fiber lit buildings in Tipton, so they must have fiber coming through the city.

Mediacom connects to homes and businesses typically via coaxial cable, and sometimes via fiber. Coaxial cable, like copper, is susceptible to electrical interference, water and age. It is not possible to determine the architecture and age of the architecture of the local Mediacom service, but often the architectures and cables are aging and not delivering the expected bandwidth. Aging facilities are also more susceptible to service affecting issues and outages. Additionally, the network can be oversubscribed, so when an event happens or kids come home from school and usage on the network spikes, the performance of customer's services can suffer significantly. This would need to be determined by a survey of residents.

Below are the services that Mediacom offers in Tipton, along with their costs:

- Broadband
  - o Internet 1Gig
    - Speed - Up to 1Gbps downstream, 50Mbps upstream
    - Cost (incl. modem rental) - Year 1 \$81.49/mo., Years 2-3 \$111.49/mo., Years 4+ \$151.49/mo.
    - Data cap/mo. - 6TB. Excess billed at \$10 for every 50G.
  - o Internet 500
    - Speed - Up to 500Mbps downstream, 30Mbps upstream
    - Cost (incl. modem rental) - Year 1 \$71.49/mo., Years 2-3 \$101.49/mo., Years 4+ \$131.49/mo.
    - Data cap/mo. - 4TB. Excess billed at \$10 for every 50G.
  - o Internet 200
    - Speed - Up to 200Mbps downstream, 20Mbps upstream

- Cost (incl. modem rental) - Year 1 \$61.49/mo., Years 2-3 \$91.49/mo., Years 4+ \$111.49/mo.
    - Data cap/mo. - 2TB. Excess billed at \$10 for every 50G.
  - Internet 100
    - Speed - Up to 100Mbps downstream, 10Mbps upstream
    - Cost (incl. modem rental) - Year 1 \$51.49/mo., Years 2-3 \$81.49/mo., Years 4+ \$91.49/mo.
    - Data cap/mo. - 1TB. Excess billed at \$10 for every 50G.
  - Internet 60
    - Speed - Up to 60Mbps downstream, 5Mbps upstream
    - Cost (incl. modem rental) - Year 1 \$41.49/mo., Years 2-3 \$71.49/mo., Years 4+ \$81.49/mo.
    - Data cap/mo. - 400GB. Excess billed at \$10 for every 50G.
- Voice Service? - Yes
- TV service - Yes
- Additional fees:
  - One-time fees:
    - Activation - \$10
    - Installation - \$14.99 (or more, if special work is needed)
  - On-going fees:
    - Wi-Fi device in the home (2 access points) - \$5/mo.
    - Extra access points - \$2.99/mo.
      - Installation fee of \$29.99 may apply
  - All prices exclude taxes and fees

## Windstream

Windstream (<https://www.windstream.com/>) has services present in Tipton today. The services are fed by Windstream fiber passing through the city. Windstream has a Point of Presence (POP) at 506 Meridian St. in Tipton. Windstream's fiber comes into town from the North along 38, passes down along North Avenue, jogs to Meridian St., jogs to Mulberry St., then goes two direction at E South St., passing out of town down S. Cedar St. and x52.

Windstream offers services to homes today via various DSL technologies, which utilize existing copper to homes and businesses. DSL comes in many variants - ADSL, VDSL, VDSL2, VDSL2+ (bonded and non-bonded variants) and others. Windstream uses a variety of these through their networks. DSL is only as good as the copper it is using, so each homes or business can have a different experience based on the quality and strand count of copper serving the building. Copper is also susceptible to electrical interference, water, crosstalk (frequencies in one copper strand impacting other copper strands), etc., all of which are dependent on services on the copper wires, age, installation quality and many other factors. A good quality copper connection can provide excellent performance, but a poor-quality copper connecting and cause many problems. Additionally, the network can be oversubscribed, so when an event happens or kids come home from school and usage on the network spikes, the performance of customer's services can suffer significantly. This would need to be determined by a survey of residents.

Below are the services that Windstream offers in Tipton, along with their costs:

- Broadband Internet
  - o Kinetic Internet 200 (Expected 126Mbps - 232Mbps) - \$84.99/mo. (incl. modem rental)
  - o Kinetic Internet 100 (Expected 73Mbps - 125Mbps) - \$79.99/mo. (incl. modem rental)
  - o Kinetic Internet 25 (Expected 21 Mbps - 33Mbps) - \$59.99/mo. (incl. modem rental)
- Voice service? – Yes
- TV service? – Yes, via DIRECTV
- Additional fees:
  - o Internet activation - \$50 one time
  - o Standard Modem Rental - \$9.99/mo.
  - o All prices exclude taxes and fees
- This list can change, and Windstream may have services not advertised on its website.

### **SPEEDConnect**

SPEEDConnect (<https://speedconnect.com/>) has fixed-wireless internet services available in Tipton today. They are based in Frankenmuth, MI.

SPEEDConnect provides services to homes and businesses via fixed-wireless technology. There is an access point attached to a tower in the center of town and receivers on the customer locations. Likely, fiber feeds the access point. Technologies are wide ranging with fixed-wireless, with power levels and frequencies used mostly determining whether line-of-site is required, what the distance/reach is and what the throughput data rates are.

The only data rate they offer is 15Mbps (up to) and most of their packages have data caps (meaning they measure how much data passes through the connection and bill for any amount over a specified amount). This rate is not competitive with offerings from other service providers today. The speed also does not meet the Federal Communications Commission definition for broadband (at least 25 Mbps download and 3 Mbps upload).

Below are the services that SPEEDConnect offers in Tipton, along with their costs:

- Broadband
  - o Basic Internet
    - Speed - Up to 15Mbps
    - Cost - \$49.90/mo.
    - Data cap/mo. - 10GB
  - o Standard Internet
    - Speed - Up to 15Mbps
    - Cost - \$59.90/mo.
    - Data cap/mo. - 100GB
  - o Platinum Internet
    - Speed - Up to 15Mbps
    - Cost - \$79.90/mo.

- No data cap
- Voice Service? - Yes
- TV service - No
- Additional fees:
  - Install - \$99-299
  - Activation fee - \$99
  - Additional data over cap - \$3 per GB

### Clarence Telephone (limited)

Clarence Telephone Company, Inc/Cedar Communications, LLC (<https://clarencetelinc.com/>) is an Internet Service Provider in the Clarence, Standwood and Tipton areas. Their office is in Clarence, IA and they have been in existence for 116 years. Chad Fall, the General Manager, provided information about Clarence Telephone.

Clarence has some fiber optic cable in Tipton and provides fiber broadband services to customers along those existing fiber optic routes. They have a website showing these services, the fiber map and other details at <https://clarencetelinc.com/tipton/>. This site also shows all residents and businesses that have indicated interest in fiber broadband services (red place markers).

Tipton services bundles are provided at this link - <https://clarencetelinc.com/tipton-bundles/>, and are listed below:

<b>Bundle</b>	<b>Services</b>	<b>Monthly Cost</b>
<b>Video - Life Line</b>	<b>1 Digital Box (34 channels)</b>	<b>\$36.95</b>
<b>Video - Universal</b>	<b>1 Digital Box (241 channels)</b>	<b>\$113.95</b>
<b>Video - Colossal</b>	<b>1 Digital box (384 channels)</b>	<b>\$119.95</b>
<b>New Premium - Video and 75 MG Internet</b>	Digital Video TV (Universal Package) 1 Standard Set Top Box TV Everywhere 75 Meg High Speed Internet	\$164.95
<b>New Premium Plus - Video and 75MG Internet</b>	Digital Video TV (Colossal Package) 1 Standard Set Top Box TV Everywhere 75 Meg High Speed Internet	\$176.95
<b>New Ultimate - Video and 100 MG Internet</b>	Digital Video TV (Colossal Package) 4 Movie Multiplexes 1 Standard Set Top Box TV Everywhere 100 MG High Speed Internet	\$234.95
<b>New Super 50MG</b>	<b>50 MG High Speed Internet</b>	<b>\$70.95</b>
<b>New Super 75MG</b>	<b>75 MG High Speed Internet</b>	<b>\$82.95</b>
<b>New Super 100MG</b>	<b>100 MG High Speed Internet</b>	<b>\$94.95</b>

## Companies Contacted To Assess Interest in Providing Broadband Services in Tipton

### Liberty Communications

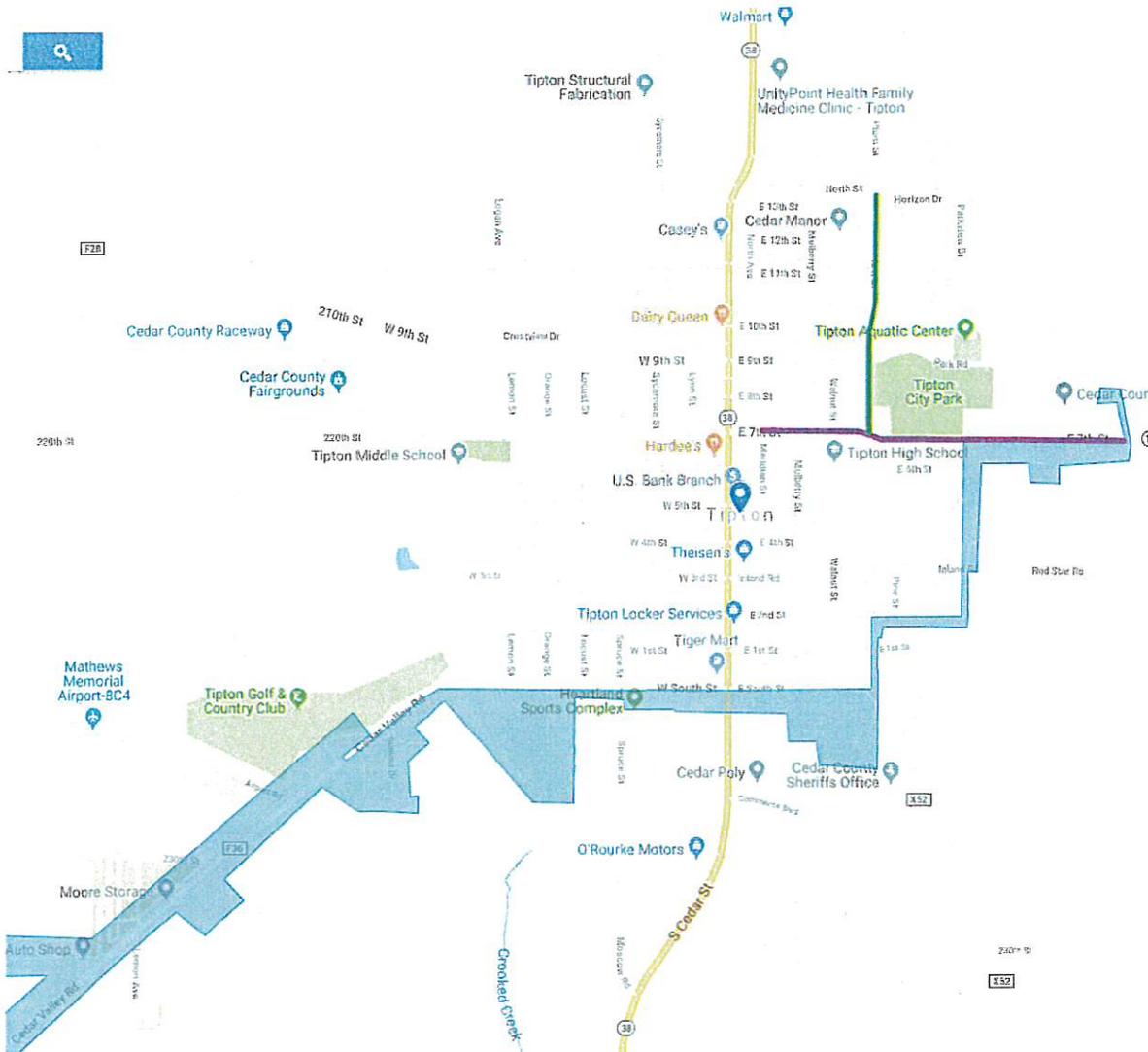
Liberty Communications (<https://libertycommunications.com/>) has its origins in 1899, is based in West Liberty, IA and provides Internet, phone and TV services. They serve the communities of West Branch, West Liberty, Downey, Springdale and surrounding subdivisions with fiber services, and other communities with non-fiber services. Jerry Melick (jsmelick@corp.lcom.net), the General Manager, provided information about Liberty Communications. They are a family owned independent telephone company and are their own ISP with a modern network.

Liberty Communications does not offer any services in Tipton today, but they do have fiber into Tipton today connecting to the Aureon POP. They are 80% through a rural fiber build and considering expansion opportunities. They'd like to be involved in discussions and to have an opportunity to assess things more closely.

### Clarence Telephone

Clarence Telephone Company, Inc/Cedar Communications, LLC (<https://clarencetelinc.com/>) is an Internet Service Provider in the Clarence, Standwood and Tipton areas. Their office is in Clarence, IA and they have been in existence for 116 years. Chad Fall, the General Manager, provided information about Clarence Telephone.

Clarence has some fiber optic cable in Tipton and provides fiber broadband services to customers along those existing fiber optic routes. Chad said that the city of Tipton runs off of Clarence's fiber today. They have a website showing these services, the fiber map and other details at <https://clarencetelinc.com/tipton/>. This site also shows all residents and businesses that have indicated interest in fiber broadband services (red place markers). In addition to the existing fiber, they have conduit (no fiber in it) in place along part of E 7<sup>th</sup> St and plan to add fiber along part of Plum St. soon (no date given). The below map shows the existing fiber route (light blue), the conduit (purple) and the future fiber path (green):



Clarence has plans to expand their fiber and build-out Tipton over time, however there is not timeline established today. They cite low take rates in Tipton so far. Clarence is finishing up installing fiber in Stanwood this year, freeing them up for other projects next year. Clarence said they are thinking about staking out the entire town of Tipton for Fiber to the Premise. This is a preliminary step to installing the fiber.

An aggressive build-out of Fiber to the Premise for Tipton isn't in the plans. Their board is cautious due to the low broadband take rate to date in Tipton and the presence of Mediacom and Windstream. If a partnership between Tipton and Clarence were able to be established, it may help address both party's interests and provide a win/win scenario.

### Allo Communications

Allo Communications (<https://www.allocommunications.com/>) is headquartered in Imperial, NE and provides Internet, phone and TV services. They provide services in nine Nebraska and two Colorado cities, and other communities. They are a company that is interested in strategically aligned expansion and are focused on

fiber as their access technology. Dave Miller (dmiller2@allophone.net), Director of Ethical Engagement, was my contact regarding Allo Communications.

Tipton is a little smaller than their normal community builds, but they are always willing to chat and better understand a city's needs. They provided their 'ALLO Fiber City Checklist' PDF, which outlines their process, requirements, and other information. This will be provided to Tipton for review.

### F&B Communications

F&B Communications (<https://www.fbc-tele.com/>) was incorporated in 1907, is based in Wheatland, IA and provides Internet, phone and TV services. Ken Laursen (ken@fbc-tele.com), the General Manager, provided information about F&B Communications.

F&B Communications provides their services via fiber to the premises in Calamus, Massillon, Toronto, Wheatland, parts of Lowden and the rural areas of Bennett, Calamus, Delmar, Lowden and Wheatland. They continue to work on expanding their fiber footprint and are currently installing fiber in Lowden. F&B Communications also offers services in the communities of Big Rock, Massillon, New Liberty, Toronto and the surrounding rural areas using copper infrastructure.

F&B Communications does not offer services in Tipton today and they do not have plans to do so in the future. They are concentrating on fiber builds in their current exchange areas, which they won't finish for 3-5 years. Even if they weren't already busy on fiber builds, they would be hesitant to consider building out in Tipton, since they are aware that Clarence had started building in the area and they wouldn't want to 'step on toes.' Ken noted they are always interested in working with others or partnering and would like to be a part of any discussions. Ken said he would share Tipton's interest in fiber with their board.

Ken noted that F&B Comm, Liberty Communications, WTC, Aureon and Windstream all have fiber in through Tipton and that there is a Windstream POP location in Tipton. F&B has fiber into the Windstream POP today.

### ImOn Communications

ImOn Communications (<https://www.imon.net>) is headquartered in Cedar Rapids, IA and provides Internet, phone and TV services. They serve portions of Cedar Rapids, Marion, Hiawatha and Iowa City (not all services are offered in all areas). Cory Carpenter (cory.carpenter@imon.net), Wholesale Services Manager, provided information about ImOn Communications.

ImOn does not offer services in Tipton today (though they do have dark fiber through town) and Tipton isn't on ImOn's roadmap. ImOn's primary focus is on building out Iowa City and Dubuque over the next 2-3 years. However, ImOn is open to looking at Tipton, having discussions, doing the due diligence and determining if a level of engagement makes sense. ImOn is open to looking at various scenarios that would benefit both parties, including public-private options.

### WTC Communications

WTC Communications (<http://wtccommunications.com/>) has its origins way back in 1881 and is based in Wheatland, IA and provides Internet, phone and TV services. WTC's office is in Wilton, IA. They serve the city of Wilton (inside the city limits) with cable TV, phone and Internet service. They serve the rural areas

around Wilton with phone and Internet. Mark Peterson (mwp@wtccommunications.com), the General Manager, provided information about WTC Communications.

WTC Communications does not offer any services in Tipton today and does not have plans to offer any in the future. They have fiber in Tipton, but only to tie into Aureon's fiber and connect back to Aureon in Des Moines. One of the reasons cited for a lack of interest in expanding into Tipton is Clarence Telephone's interest and presence in Tipton today.

WTC Communications owns Integrated Technology Partners. Integrated Technology Partners helped with the fiber design of the municipal fiber in Tipton today, used to connect city buildings. They also provide the city of Tipton with IT and phone services today. Mark has a map of the fiber routes they installed in Tipton.

If Clarence were to back out of interest in Tipton, WTC may be interested in discussing. Additionally, if Clarence were open to partnering with the city of Tipton and another partner, WTC might be a good company to bring into the mix.

### South Slope Cooperative Communications

South Slope Cooperative Communications (<https://www.southslope.com/>) has been in operation since 1958, is based in North Liberty, IA and provides Internet, phone and TV services. They serve the communities of Amana, Ely, Fairfax, Newhall, North Liberty, Norway, Oxford, Solon, Shueyville, Swisher, Tiffin, Watkins, Walford, West and South Cedar Rapids, and parts of Coralville. Brian Hamacher (brian.hamacher@southslope.com), Director of Operations, provided information about South Slope.

South Slope does not offer services in Tipton today and doesn't plan to in the foreseeable future. They do not desire to be included in discussions with Tipton about their broadband future. South Slope has other markets they are focusing on converting to fiber before they'd branch out to new markets. South Slope does provide services to third parties, including wholesale broadband, DHCP and other services that could be leveraged on a Tipton build.

### Mechanicsville Telephone Company

Mechanicsville Telephone Company (<https://mechanicsvilletel.net/>) is based in Mechanicsville, IA and provides Internet, phone and TV services. They serve the city of Mechanicsville and provide some services to Tipton, Lisbon, and Mount Vernon. Hans Arwine is their General Manager. Three separate calls were made to Mechanicsville Telephone Company and messages left with the person answering the phone and on Hans' voicemail, however no calls were returned.

## Work Product Ownership

All methodologies utilized are the sole property of SmartSource Consulting and its subcontractors. SmartSource will deliver written memorandums, financial models, and reports in electronic formats (PDF and Excel Worksheets) for review and or publication and are considered its work product. All information related to said work products is the sole property of each respective party, who shall not

reproduce or disseminate such property in a format capable of being used for additional commercial purposes.

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	Council meeting of November 6, 2019.
<b>AGENDA ITEM:</b>	Discussion and possible action to set a public hearing to take citizen input on whether to go forward with developing an ordinance to allow chickens within the city limits of Tipton.
<b>ACTION:</b>	Motion to approve, deny, or table.

**SYNOPSIS**

Recently, the Council asked for information about what's contained in city ordinances that allow chickens (aka "urban chickens.")

As I understood it, you wanted to see this information before deciding whether to pass a motion for setting a public hearing to take citizen input on this matter.

For your reference, the next pages show a combination of restrictions that have been imposed by Iowa City, Cedar Rapids, N Liberty, Anamosa, Mt Vernon, Washington, Carlisle, Ely, and Clarence.

No single ordinance has all of these restrictions. But, I listed all that I could find so that you can choose the ones that you favor and the ones that you don't.

By far, Iowa City, then Cedar Rapids have the most restrictions. But, some cities that are smaller than them added their own regulations that might be of use to Tipton—*if* this ordinance is developed further.

Again, of the ordinances that I checked, the lists that follow show that most restrictive regulations from any of those cities.

For example:

---Most of the ordinances didn't include the requirement to take an Urban Chicken Training Class, but three did, so I included it for your consideration.

---Most of the ordinances allow 6 hens, but since two cities set their limits at 4 hens, I put 4 hens in the attachment. If you want to allow 5 or 6, you certainly may.

---The different types of setback requirements vary from city to city. But, I listed the most restrictive ones. You can make them less if you want to.

---Only Clarence's ordinance mentioned the use of a citizens' Compliance Committee. But, I thought that you should know of this idea, so I included it.

If you decide to hold a public hearing on this issue, I'd suggest that you set it for at least a month out, so the news of the hearing will have more time to circulate. That would take us out to one of your December meetings on either Dec 2 or Dec 16. Or, if you think that this topic might take up a considerable amount of time, you could consider having a special meeting on another date.

The other possibility probably depends on the outcome of the upcoming election. That is, you might decide to let the Council of 2020 decide on where to go with this.

**PREPARED BY:** BW

**DATE PREPARED:** October 28, 2019

**SAMPLING OF URBAN CHICKEN ORDINANCES BY THEIR MOST RESTRICTIVE PROVISIONS**

PERMIT APPROVAL / DENIAL	
Property passes inspection	Yes
Application fee paid	Yes
No outstanding violations of any law	Yes
Location of coop, pen, location meet rules	Yes
Application is complete	Yes
To renew, all reinspection fees paid	Yes

NEIGHBOR CONSENT	
Adjacent owners	Yes

TERMS OF PERMIT	
Permittee follows animal care laws	Yes
Permit includes permission to inspection	Yes
Permit doesn't transfer to others	Yes
Private covenants might supersede ordinance	Yes
Applicant must take Urban Chicken Training Class	Yes

SITE REQUIREMENTS	
Single Family homes	Yes
Tenant needs landlord's written consent	Yes
No coop within X feet of neighboring habitable structure	25
No coop within X feet of habitable structure on-site	20
No coop within a minimum of X feet from property line	15
Back yard only	Yes

CHICKEN REQUIREMENTS	
Gallus gallus domesticus	Yes
Maximum allowed	4 hens
Roosters allowed?	No
Housed in coop from dusk until dawn	Yes
Slaughtering allowed?	No
Selling of eggs or chickens allowed?	No
Eggs removed within 2 days of being laid	Yes
Feeding containers must of rodent-proof	Yes
Adequate food, water, shelter at all times	Yes
Chicken outside of pen is violation of "animal at-large"	Yes
Chickens must be tagged by the permittee	Yes
Noise from chickens can't be heard beyond prop lines	Yes
Requires that no chickens infested with insects	Yes
No chickens allowed inside a dwelling	Yes
No chickens on an uninhabited or vacant site	Yes
Chickens to have wings clipped to prevent flight	Yes
Chickens must be banded for ID, issued with permit	Yes

COOP REQUIREMENTS	
Can be mobile	Yes
Constructed to be rodent-free	Yes
Solid materials: wood, metal, or plastic. No scrap materials.	Yes
Minimum feet off of ground	1.5
Minimum square feet in coop per bird	4, not more than 12
Bedding requirement	Yes
Feces removal, a minimum of X per Y	Once per week

PEN REQUIREMENTS	
Minimum square feet per bird	4, not more than 12
Pen may be entire back yard	Yes
Minimum height of fence in feet	4
Ground is well-drained with access to dry ground	Yes
Feces removal, a minimum of X per Y	Once per week
City not liable if chicken killed by other animals	Yes

PERMIT REVOCATION	
Failure to comply with policy toward chickens	Yes
Violation of city code	Yes
Material misstatements in permit application	Yes
Difference between application and actual setup	Yes
Violation of terms and conditions of the permit	Yes
Appeal possible	Yes
Odor is a nuisance	Yes
Health hazard a nuisance	Yes
Chicken removed immed, coops removed within 10 days	Yes
Violations are a municipal infraction	Yes

USES A COMPLIANCE COMMITTEE	Yes, 3 strikes rule
-----------------------------	---------------------

FEES	
Initial permit	\$100
Renewal fee	\$75
Reinspection fee if violation isn't cured	\$35
No fee refund	Yes

### Others:

City of Washington: No coop dimensions given, but applicant submits drawing with proposed dimensions. Allows 4 hens.

### Suggestions:

Could/Should we require pre-built coops with pictures and dimensions submitted along with an application?



## ATTACHMENT C-01

**Project:** Mill & Overlay of Plum Street (5<sup>th</sup> to 7<sup>th</sup>) & Installation of 8" Diameter Water Main

a. Preliminary Design, Final Design & Bidding	\$ 19,900
b. Construction Phase	<u>\$ 29,800</u>
<b>TOTAL</b>	<b>\$ 49,700</b>

**Kofron Builders Inc.**

317 Cedar Street  
Tipton, Iowa 52772  
Phone 563-886-3306

**JOB ESTIMATE**

**City of Tipton**  
**Att. Brian Wagner**  
**407 Lynn St.**  
**Tipton, IA 52772**

**Phone: 886-6470**

**Date: 10/28/2019**

**Job Name/location: City Hall**

Job Description:

To Brian Wagner City of Tipton, Iowa.

Brian, the following is a Job scope for doing repairs to the outside of City Hall and their associated costs.

I'll start with the smaller projects and work up.

Clean and reseal around 2 furnace intakes \$78.00

To remount the overhead cable coming into City Hall into the brick facade, refasten the existing wood panel and seal around with White Silicone or similar caulking

\$120.00

Remove and replace 13 Lineal feet of 4" cast Iron Pipe with 4" PVC pipe

\$139.00

Remove all old gutters on the 1st. and 2nd levels, repair the rotten wood on the N.W. corner of the upper story, Install new Aluminum soffits in White, Install new Aluminum Fascia cover, and install new 6" Aluminum seamless gutters on both levels. Downspouts will be reused where feasible and new ones will be installed to channel water to the ground. The North side will probably reuse the existing run to the ground, while the South side will run from the upper gutters down into the lower gutters and onto the ground. If additional rotten wood is found once the existing metal is removed, it will be

replaced at additional cost.

\$3665.00

Dane Esbeck Masonry to tuck point around Chimney and misc. bad areas of the upper West wall plus seal up around the exposed Steel lintels that are showing rust and further deterioration. This is an allowance, as final costs truly won't be known until the work begins.

\$3250.00

### West Branch Roofing

Overlay the existing roof with 1/2" Isoguard

Install a new 60 Mil Invisaweld TPO roof System

Install new sheet metal flashing and trim

Add 2 raised platforms for the present Air conditioning units to set on.

Lift up the upper roof A-C unit by crane and install a new sheet metal lid.

Disconnection and reconnection of ductwork to be done by City Employees

20 year Warranty by Firestone.

\$24,865.00

To Add 2 " of Isoguard to the above quote rather than the 1/2" quoted.

Adding additional R-value to the roof of 11.4 for an estimated total Roof R-value of 21.4 compared to maybe R-10 presently. See Note at bottom of Page.

Add + \$1052.00

To Add 4 " of Isoguard to the above quote rather than the 1/2" quoted.

Adding additional R-value to the roof of 22.8 for an estimated total Roof R-value of 32.8 compared to maybe R-10 presently. See Note at bottom of Page.

Add + \$2212.00

Total cost of project taking the low bid From West Branch Roofing, based on current pricing and conditions known is \$32,117.00 This figure includes the low estimate from West Branch Roofing with no upgraded Isoguard and all of the items on the first page, and the top item on this page which includes a tuck pointing allowance. We have not included any allowance for a building Permit for this project.

These costs include Kofron Builders managing the project, paying all Subs, and billing of the complete project to the City of Tipton. Due to possible weather constraints, this project may be completed in phases, possibly finishing up in the Spring of 2020. As the phases are completed we will bill the City of Tipton for their listed costs + any changes incurred.

If the City would like to take on this project themselves, rather than using Kofron Builders as a general contractor for inspections, scheduling, issues, billing etc .they can deduct \$1,496.00 from the \$32,117.00 base amount.

This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which should be required should unforeseen problems, adverse weather conditions, Job scope or specification changes, once the work has started. Any errors are subject to correction.

Kofron Builders Inc. is an insured, registered contractor in the State of Iowa  
Job Estimate \$ 32,117.00 Not including any additional insulation package.

KOFRON BUILDERS INC.

By:  \_\_\_\_\_  
Kevin Kofron

**Payment Terms:**

Payment in full within 15 days following substantial completion of each phase

**ACCEPTANCE OF OFFER**

We, the undersigned do hereby state that we have read the above estimate including prices and conditions, and we hereby accept said estimate and authorize **Kofron Builders Inc.** to perform in accordance with the terms hereof, and agree to pay **Kofron Builders Inc.** in accordance with the terms hereof.

Name \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

Once you have signed, you Have 3 business days to cancel this contract by contacting Kofron Builders Inc. at the above phone number.

Explanation of **Allowances:** If an allowance for materials, labor etc. is included in this document, it is simply our very best estimate of costs that may not truly be known until the job has started and/or the owner has had time to make final choices on the actual materials, level of finish etc. needed to complete their project and meet their final expectations. If final costs come in over our allowance then additional money will most likely

be required to complete the project. If final costs come in below our allowance, then most likely the project may come in under budget depending on how the entire project is completed and less money may be needed to pay off the project. If you have any questions on this, please contact Kevin Kofron.

**Note:** Using a basic insulation savings calculator on adding 2" of insulation, including heating Degree days for the area and local gas costs, The annual savings on heating alone would be about \$367.00. Making a payback on the added insulation package of \$1052.00 pay for itself in 2.87 years or sooner. Additional Insulation and R-value could be added at an additional cost yet to be determined. The R-value for roofs or attic's in our area are recommended to be about R-50.

If we add 4" of insulation to the roof at a cost of \$2212.00, your annual savings on heat alone would run about \$480.00 which would pay for itself in about 4.61 years. This calculation does not allow for additional savings earned in the Summer time on cooling costs. This would give you and estimated R-value of around 32.8, much closer to a recommended R-50 for our area.

**AGENDA INFORMATION  
TIPTON CITY COUNCIL COMMUNICATION**

<b>DATE:</b>	Council meeting of November 6, 2019.
<b>AGENDA ITEM:</b>	First Reading: AN ORDINANCE ADOPTING NEW CHAPTER 142 “UTILITY USE OF PUBLIC RIGHT-OF-WAY” TO THE TIPTON CITY CODE OF ORDINANCES
<b>ACTION:</b>	Motion to approve, deny, or table.

**SYNOPSIS**

The agenda has this set up as a possible first reading of a new ordinance. But, this can be tabled if you don't feel ready to do that yet.

We started planning for this ordinance soon after Windstream's overhead cable above W 5<sup>th</sup> Street was hooked by a truck—causing damage to utility poles and other structures in the adjoining alley.

Prior to that, the City's project to put its electrical infrastructure underground left these poles obsolete as far as our Electric Utility is concerned. But, at that time, our ability to have the poles removed was limited.

The proposed ordinance gives the City more authority over where poles can be placed—including both new and existing poles—and whether cables should be put underground.

This ordinance (and the other ordinances that it amends) makes it only applicable to utility providers, such as Windstream and Mediacom. The other City Code sections that provide for how plumbers or other contractors excavate or operate in a public right-of-way remain unchanged.

At about 20 pages, this ordinance is longer than what you'll typically see. It has sections for definitions, applications to work in the ROW, denial, appeal, etc. To me, the three most important sections only take up about 2-3 pages. They are:

**142.05 PERFORMANCE AND RESTORATION BOND REQUIRED.** This requires a utility provider to set up a bond so that, if they fail to restore the City's ROW, the City can draw upon the bond to pay to have the repair work done properly.

**142.23 LOCATION OF EQUIPMENT.** The typical example of this is when new infrastructure is planned, such as for a new subdivision. The City can require the utility providers put their cables underground.

**142.24 RELOCATION OF EQUIPMENT.** This is similar to the downtown alley situation. If the City puts its infrastructure underground, the City can require the utility provider to also do so if:

*“Upon written notification by the City, any utility provider maintaining equipment in the right-of-way shall promptly and at its own expense remove and replace, relocate, or*

*otherwise adjust its equipment located in the right-of-way and restore the right-of-way to the same condition it was in prior to said removal or relocation. The City may require relocation for any of the following reasons:*

- 1. Utilization of the right-of-way by the City for a present or future public use contemplated to commence within the next twelve (12) months;*
- 2. A public improvement undertaken by the City;*
- 3. An economic development project in which the City has an interest or investment which is undertaken for purposes of improving or ensuring the public health, safety or welfare;*
- 4. When the public health, safety or welfare requires it; or*
- 5. When necessary to prevent interference with the safety of ordinary travel over the right-of-way. In the event that the utility provider maintaining equipment in the right-of-way fails to submit an acceptable relocation plan and schedule to the City Manager, or his/her designee, within a reasonable period of time after the aforementioned written notice, which in no event shall exceed sixty (60) days, the City may cause the utility provider's equipment to be removed or relocated and the utility provider shall promptly reimburse the City for the cost of same. Notwithstanding the foregoing, a utility provider shall not be required to remove or relocate its equipment from any right-of-way which has been vacated in favor of a non-governmental entity unless and until the reasonable costs thereof are first paid by such non-governmental entity to the person therefore."*

The City has current pole attachments agreements with Windstream and Mediacom that require an 18 month notice to cancel, so we may not be able to require them to do anything in the downtown alley until their 18 months are up. We sent termination notices in mid-September.

**PREPARED BY:** BW

**DATE PREPARED:** November 1, 2019

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 135 "STREET USE AND MAINTENANCE," SECTIONS 135.09, CHAPTER 50 "NUISANCE ABATEMENT PROCEDURE," SECTIONS 50.03, AND ADDING NEW CHAPTER 142 "UTILITY USE OF PUBLIC RIGHT-OF-WAY" OF THE CITY CODE OF ORDINANCES

SECTION 1. *Purpose.* The purpose of this ordinance is to establish uniform rules and controls to ensure public safety and provide efficient delivery of services by the City and others wishing to utilize streets and the public right-of-way for the delivery of utility services; to protect public and private investment; to ensure the orderly use of public property and the health, safety, and welfare of the population; and (d) to provide for the regulation and administration of the public streets and the public right-of-way.

To further effectuate the City's purpose above, certain sections of the City Code of Ordinances must be amended to accommodate the new uniform rules and regulations. Therefore, an additional purpose of this ordinance is to amend existing sections of the Code of Ordinances to accommodate and make reference to the new Chapter 142.

SECTION 2. *Amendment.* Section 50.03 is hereby replaced and superseded in its entirety as follows:

**50.03 OTHER CONDITIONS.** The following chapters of this Code of Ordinances contain regulations prohibiting or restricting other conditions that are deemed to be nuisances:

1. Junk and Junk Vehicles (See Chapter 51)
2. Weeds and Grass (See Chapter 52)
3. Dangerous Buildings (See Chapter 145)
4. Storage and Disposal of Solid Waste (See Chapter 105)
5. Trees (See Chapter 151)
6. Utility Use of Public Right-of-Way (See Chapter 142)

SECTION 3. *Amendment.* Section 135.09 is replaced and superseded as follows:

**135.09 Excavations.** Except as provided in Chapter 142, no person shall dig, excavate or in any manner disturb any street, parking or allege except in accordance with the following:

1. Permit Required. No excavation shall be commenced without first obtaining a permit therefor. A written application for such permit shall be filed with the City and shall contain the following:
  - A. An exact description of the property, by lot and street number, in front of or along which it is desired to excavate;
  - B. A statement of the purpose, for whom and by whom the excavation is to be made;
  - C. The person responsible for the refilling of said excavation and restoration of the street or alley surface; and
  - D. Date of commencement of the work and estimated completion date.

All remaining subsections of Section 135.09 remain unchanged.

SECTION 4. *New Chapter.* Chapter 142 is added to the Code of Ordinances as follows:

## **142.01 PURPOSE AND RULE OF INTERPRETATION.**

The City Council of the City of Tipton, Cedar County, Iowa, hereby finds it is necessary and desirable to establish uniform rules and controls: (a) to ensure public safety and provide efficient delivery of services by the City and others wishing to utilize streets and the public right-of-way for the delivery of utility services; (b) to protect public and private investment; (c) to ensure the orderly use of public property and the health, safety, and welfare of the population; and (d) to provide for the regulation and administration of the public streets and the public right-of-way. This chapter is to be interpreted in light of these findings for the benefit of the public and users of the City streets and the public right-of-way. Accordingly, this chapter imposes fair, efficient, competitively neutral, uniform and reasonable regulations on the placement and maintenance of utility equipment currently within the City's right-of-way or to be placed herein.

Notwithstanding the foregoing, this chapter shall not apply to the siting, construction, installation, collocation, modification, relocation, operation, and/or removal of small cell facilities, which are governed by the City of Tipton's Small Cell Guidelines.

## **142.02 DEFINITIONS.**

The following definitions shall apply in this chapter. References to "Sections" shall hereafter mean references to sections in this chapter unless otherwise specified. Defined terms remain defined terms whether or not capitalized.

1. "City" means the City of Tipton, Cedar County, Iowa.
2. "City cost" means the actual costs incurred by the City for managing its rights-of-way, including, without limitation: (i) city department review and issuance of approval (ii) revoking approval; (iii) inspecting job sites; (iv) updating mapping systems; (v) determining the adequacy of right-of-way restoration; (vi) budget analysis, record keeping, legal assistance; (vii) and performing all of the other tasks required by this chapter, including other costs the City may incur in managing the provisions of this chapter except as expressly prohibited by law. Without limiting the generality of the immediately preceding sentence, "city cost" does not include the costs incurred by the City for routine landscaping, mowing and snow removal, nor does it include costs incurred in connection with seasonal, celebratory or event-oriented decorating of City rights-of-way.
3. "Degradation" means the accelerated depreciation of the right-of-way caused by excavation in or disturbance of the right-of-way, resulting in the need for reconstruction in such right-of-way earlier than would be required if the excavation did not occur, as determined by the City Manager or his/her designee, in accordance with those standards set forth in the NEC, NESC and ISUDAS.
4. "Designated contact person" means the person authorized by a utility provider to accept service and to make decisions for that utility provider regarding all matters within the scope of this chapter.
5. "Emergency" means a condition that (i) poses a clear and immediate danger to life or health, or of a significant loss of property; or (ii) requires immediate repair or replacement in order to restore service to a customer.
6. "Equipment" means any tangible thing located over, above, in, within, under or on any right-of-way for the purpose of providing, or assisting or enabling the provision, of: telecommunication

services, community antenna television, cable television, fire and alarm communications, City water, City electricity, City sanitary sewer services, light, heat, cooling energy, or power services. Without negating the generality of the immediately preceding sentence, "Equipment" does not include City paving, street lighting, sidewalks and storm sewers, since same constitute integral parts of the City right-of-way itself. Neither boulevard paintings nor gardens planted or maintained in the right-of-way shall be considered "equipment" for purposes of this chapter.

7. "Excavate" means to dig into or in any way remove or physically disturb or penetrate any part of a right-of-way for purposes of installing, constructing, repairing, replacing or relocating equipment.

8. "Franchisee" means any person holding a franchise agreement with the City or Certificate of Franchise Authority pursuant to Chapter 477A of the Iowa Code, or otherwise required to obtain a franchise under this chapter.

9. "In," when used in conjunction with right-of-way, means over, above, in, within, under or on a right-of-way, including, without limitation, any placement of elevated, subsurface or surface equipment over, above, in, within, under or on same.

10. "ISUDAS" means the Iowa Statewide Urban Design and Specifications, as amended.

11. "NEC" means the National Electrical Code, as amended.

12. "NESC" means the National Electrical Safety Code, as amended.

13. "Obstruct" means to place any equipment in a right-of-way so as to hinder free and open passage in the right-of-way.

14. "Performance and restoration bond" means a performance bond or letter of credit posted to ensure the availability of sufficient funds to assure that all obligations pursuant to this chapter, including but not limited to right-of-way excavation or obstruction work, is timely and properly completed.

15. "Utility Provider" means any individual, corporation, business association or other business entity, including, without limitation, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a successor or assign of any of the foregoing, or any other legal entity which has or seeks to have equipment in any right-of-way for the purpose furnishing utility services

16. "Plan Sheet" means a document or collection of documents that, at a minimum, includes the necessary information as indicated in this chapter to obtain approval from the City for right-of-way access.

17. "Restore" or "restoration" means the process by which an excavated or obstructed right-of-way and surrounding area, including but not limited to, pavement and foundation, is returned to the same condition, as approved by the City Manager or his/her designee, (excluding degradation resulting from the excavation or obstruction) that existed before the commencement of excavation or obstruction, as applicable.

18. "Right-of-way" means the area on, below, or above any real property in which the City has an interest, including, without limitation, any street, road, highway, alley, sidewalk or any other place,

area or real property owned by or under the control of the City, including other dedicated right-of-way for travel purposes and utility easements, but expressly excluding parks, which shall not be available for the location of new equipment unless permitted by the City on a case-by-case basis for good cause shown, as same is set forth in Section 142.15(3) of this chapter.

19. "Service" or "utility service" includes, but is not limited to: (i) those services provided by a public utility as same is defined in Chapter 476 of the State Code of Iowa; (ii) a telecommunications right-of-way user, pipeline, community antenna television, cable television, fire and alarm communications, water, sanitary sewer services, electricity, light, heat, cooling energy, or power services; and (iii) the services provided by a district heating or cooling system.

20. "Small cell facilities" means a wireless facility that meets both of the following requirements:

(A) Each antenna is located inside an enclosure of not more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an enclosure of not more than six (6) cubic feet in volume; and

(B) All other wireless equipment associated with the facility is cumulatively not more than twenty-eight (28) cubic feet in volume. The calculation of equipment volume shall not include electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services

21. "Structures" means wood or metal poles or any combination thereof, steel lattice transmission towers, plastic or metal conduit tubing buried underground, and any other related facilities owned and/or controlled by the City.

22. "Supplemental application" means an application made to excavate or obstruct more of the right-of-way than allowed in the initial application, or to extend the time necessary to complete the right-of-way work indicated in the application.

23. "Unusable equipment" or "abandoned equipment" means equipment located in the right-of-way which remained unused for two (2) years and for which the utility provider is unable to provide proof reasonably satisfactory to the City that it has either a plan to begin using it within the next twelve (12) months, or a potential purchaser or user of the equipment.

### **142.03 ADMINISTRATION.**

The City Manager, or his/her designee shall be responsible for administration of this chapter.

### **142.04 FRANCHISE AND USE AGREEMENT REQUIRED.**

To the extent required by law, no utility provider shall erect, maintain, or operate any plants or systems for electric light and power, heating, telegraph, cable television, internet or broadband services, district telegraph alarm, or gas works within the City through the use of the right-of-way to provide customers within the City without first obtaining a franchise from the City as provided in Chapter 364 or a Certificate of Franchise Authority as provided in Chapter 477A of the State Code of Iowa. No utility provider shall attach or otherwise install equipment on City owned structures without first executing a

pole attachment agreement or other agreement with the City to utilize City owned structures in the right-of-way.

#### **142.05 PERFORMANCE AND RESTORATION BOND REQUIRED.**

1. Utility providers shall, as part of the application process for right-of-way access, post a performance and restoration bond acceptable to the City. Said performance and restoration bond shall be in an amount determined by the City Manager, or his/her designee, to be sufficient to cover the cost of restoring the right-of-way to the condition in which it existed prior to the commencement of any work or such other additional specifications required by the City Manager, or his/her designee, pursuant to Section 142.11(1) of this chapter. If at the conclusion of the sixty (60) month period required under Section 142.11 of this chapter, the City Manager, or his/her designee determines that the right-of-way has been properly restored, the surety on the performance and restoration bond shall be released.

2. The performance and restoration bond shall be conditioned upon:

A. The faithful performance of the right-of-way restoration work required under this chapter, or payment of the restoration costs incurred by the City; and

B. The faithful performance of the terms of the approved plan sheet, the provisions of this chapter, and any other requirements provided by law.

3. If the utility provider fails or neglects to properly restore the right-of-way to its proper condition within the time for completion set forth in the approved plan sheet, or within a reasonable time after notice by the City Manager, or his/her designee, of said failure or neglect, or fails to pay the restoration costs incurred by the City, or fails or neglects to properly maintain the right-of-way to its proper condition within a reasonable time after notice by the City Manager, or his/her designee, of said failure or neglect, or fails to pay the maintenance costs incurred by the City, then the same shall be restored or maintained by the City and the costs thereof, as certified by the City Manager, or his/her designee, shall be promptly paid by the utility provider or bonding company, as the case may be.

4. In lieu of filing a performance and restoration bond hereunder, a utility provider may, in the discretion of the City Manager, or his/her designee, be allowed to post an alternate form of security with the City in the form of an annual performance and restoration bond, letter of credit, certificate of deposit, or certified check in an amount deemed sufficient by the City Manager, or his/her designee, to secure the utility provider's performance of all restoration work which the utility provider will become responsible for during the next twelve (12) month period. Such alternate form of security shall be conditioned upon utility provider's performance as provided in subsection 3 of this section. If the restoration costs, as certified by the City Manager, or his/her designee, during said year, are less than such letter of credit, certificate of deposit, or certified check, or if maintenance period provided for in the approved plan sheet has expired with the utility provider having satisfied all of its restoration and maintenance responsibilities, the balance thereof shall upon request be returned to the utility provider. If it appears to the City Manager, or his/her designee, that at any time after issuance of right-of-way access approval the security so provided by letter of credit, certificate of deposit, or certified check is inadequate to secure performance of all such restoration work, the City Manager, or his/her designee, may require the utility provider to increase such security. If the costs during said year exceed the amount of such additional security provided by letter of credit, certificate of deposit, or certified check, the utility provider shall be required to pay such difference to the City. Such excess

costs shall be paid before any subsequent plan sheets for right-of-way access are approved. If the City incurs any outlay and expense in collecting its costs from the utility provider, such outlay and expense shall be paid by the utility provider or bonding company in addition to other amounts due.

#### **142.06 RIGHT TO OCCUPY RIGHT-OF-WAY.**

1. Any utility provider required to file an application for right-of-way access under this chapter, that occupies, uses, or places its equipment in the right-of-way, is hereby granted a right to do so if and only for so long as it:

- A. Timely pays all fees as provided herein; and
- B. Complies with all other requirements of law.

2. The grant of right to occupy hereunder is expressly conditioned on, and is subject to, the police powers of the City, continuing compliance with all provisions of law now or hereafter enacted, including this chapter as it may be from time to time amended and, further, is specifically subject to the obligation to obtain any and all additional required authorizations, whether from the City or other governmental body or authority.

#### **142.07 REQUIRED INFORMATION.**

1. In addition to all other application requirements set forth herein, any utility provider required to apply for right-of-way access under this chapter, that occupies, uses or places its equipment in the right-of-way, shall file with the City before any such equipment is placed in the right-of-way the following:

A. A certificate of insurance or self-insurance which shall:

(1) Verify that an insurance policy has been issued to the utility provider by an insurance company licensed to do business in the State of Iowa;

(2) Verify that the utility provider is insured against claims for personal injury, including death, as well as claims for property damage arising out of the: (a) use and occupancy of the right-of-way by the utility provider, its officers, agents, employees and permittees; and (b) placement and use of equipment in the right-of-way by the utility provider, its officers, agents, employees and permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground equipment and collapse of property;

(3) Name the City as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages on a form that is acceptable to the City;

(4) Require that the City be notified thirty (30) days in advance of cancellation, termination or nonrenewal of the policy; and

(5) Indicate comprehensive liability coverage, automobile liability coverage, worker's compensation and umbrella coverage in amounts determined by the City to be sufficient to protect the City and carry out the purposes and policies of this chapter. Without negating the generality of the

preceding sentence, the amount of insurance shall be a minimum of one million dollars (\$1,000,000) with a maximum deductible of five thousand dollars (\$5,000).

B. If the utility provider is a corporation or other legal business entity, a copy of the certificate required to be filed under Iowa law as recorded and certified by the Secretary of State.

C. Copies of all certification documents from the Iowa Utilities Board, where the utility provider is lawfully required to have same.

D. Such other information as the City may require.

2. So long as the utility provider maintains equipment in the right-of-way, the utility provider shall keep the aforementioned information current at all times by providing to the City information of changes within thirty (30) days following the date on which the utility provider has knowledge of any change. Once the utility provider has provided the information required by this section, the utility provider shall not be required to re-submit the same information with each new right-of-way access application.

#### **142.08 RIGHT-OF-WAY ACCESS APPROVAL REQUIRED.**

1. Except as otherwise provided in this chapter, no utility provider may obstruct, excavate, or otherwise do any work in the right-of-way without first submitting an appropriate plan sheet for consideration and approval from the City.

2. No utility provider may excavate or obstruct the right-of-way beyond the date or dates specified in the plan sheet unless such utility provider:

A. Makes a supplementary application with an updated plan sheet before the expiration of the deadline established in the initial plan sheet; and

B. Approval is obtained from the City for the updated plan sheet. Such extension may be granted in the City's discretion for circumstances beyond the reasonable control of the utility provider.

3. No utility provider shall be granted an approval of a plan sheet for right-of-way access under this section until the utility provider has submitted a completed application for right-of-way access. This application shall include at a minimum the following information: (i) the name, address, telephone and facsimile numbers, e-mail address (if applicable) and Iowa One-Call registration certificate number of the utility provider; (ii) the name, address, telephone and facsimile numbers, and e-mail address (if applicable) of the utility provider's designated contact person for any and all matters pertaining to the proposed use of right-of-way, whom the City may notify or contact at any time concerning the matters pertaining to the right-of-way access; (iii) the proposed location of the equipment, including manholes, the size, type and proposed depth of any conduit or other enclosures; and (iv) any other additional information the City may require.

4. No application for right-of-way access shall be granted to a utility provider under this section until the utility provider has submitted all mapping data as required under Section 142.22 of this chapter.

5. The utility provider shall also be responsible for providing proof of insurance for any contractors or third-party entities the utility provider has hired, contracted, or otherwise retained to complete the

right-of-way work as outlined in the utility provider's plan sheet. No application for right-of-way access shall be granted until such information is forwarded by the utility provider to the City Manager or his/her designee.

#### **142.09 RIGHT-OF-WAY ACCESS APPLICATIONS.**

Application for right-of-way access shall be made to the City Manager, or his/her designee. Right-of-way access applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

1. Submission of application information with the City pursuant to this chapter;
2. Submission of an application containing all of the information required under Section 142.8 of this chapter;
3. Payment of all monies due to the City hereunder for: (i) loss, damage, or expense suffered by the City as a result of the utility provider's prior excavations or obstructions of the rights-of-way; and (ii) any emergency actions taken by the City hereunder; and
4. Payment of all monies currently due to the City under Section 142.25 of this chapter.

#### **142.10 APPROVAL TO ACCESS RIGHT-OF-WAY; CONDITIONS.**

1. If the City determines that the utility provider has satisfied the requirements of this chapter, the City may grant the utility provider access to the right-of-way pursuant to the utility provider's approved plan sheet.
2. The City may impose any reasonable conditions upon the performance of the utility provider thereunder to protect the public health, safety and welfare, to ensure the structural integrity of the right-of-way, to protect the property and safety of other users of the right-of-way, to minimize the disruption and inconvenience to the traveling public, and to otherwise efficiently manage use of the right-of-way.

#### **142.11 RIGHT-OF-WAY RESTORATION.**

1. In addition to repairing its own work, the utility provider must restore the area designated in the utility provider's plan sheet and the adjacent areas, including the paving and its foundations, to its proper and required condition in accordance with those standards set forth in the NEC, NESC, and ISUDAS unless the City Manager, or his/her designee, deems other or additional specifications must be utilized in order to secure proper restoration of the area designated in the utility provider's plan sheet. Further, the utility provider must inspect the area of the work and use reasonable care to maintain the same condition for sixty (60) months thereafter and as more fully set forth below.
2. If the utility provider chooses to have the City restore the right-of-way, the utility provider shall pay the costs thereof within thirty (30) days of billing.
3. A utility provider who intends to complete its own right-of-way restoration work, shall so indicate in its application for right-of-way access and indicate its plans for completing restoration work. The utility provider shall perform the work in accordance with subsection 1 of this section. The City Manager, or his/her designee, shall have the authority to prescribe the manner and extent of the

restoration, and may do so in written procedures of general application or on a case-by-case basis. The City Manager, or his/her designee, in exercising this authority, shall be guided by the following standards and considerations: the number; size; depth and duration of the excavations; disruptions or damage to the right-of-way; the pre-excavation condition of the right-of-way; the remaining life expectancy of the right-of-way affected by the excavation; whether the relative cost of the method of restoration to the utility provider is in reasonable balance with the prevention of the accelerated degradation of the right-of-way that would otherwise result from the excavation; disturbance or damage to the right-of-way; and the likelihood that the particular method of restoration would be effective in slowing the degradation of the right-of-way that would otherwise take place.

A. By choosing to restore the right-of-way itself, the utility provider guarantees its work and shall maintain it for sixty (60) months following its completion. During this 60-month period, it shall, upon notification from the City Manager, or his/her designee, correct all restoration work to the extent necessary using the method required by the City. Said work shall be completed within five (5) calendar days of the receipt of the notice from the City Manager, or his/her designee.

B. If the utility provider fails to restore the right-of-way in the manner and to the condition required by the City Manager, or his/her designee, or fails to satisfactorily and timely complete all repairs required by the City Manager, or his/her designee, the City, at its option, may do such work. In that event, the utility provider shall pay to the City, within thirty (30) days of billing, all costs incurred by the City in restoring the right-of-way.

#### **142.12 JOINT APPLICATIONS**

1. Utility providers may jointly make application for approval to access the right-of-way at the same place and time.
2. Utility providers who apply for right-of-way access for the same obstruction or excavation, may share the restoration obligations set forth in Section 142.11 hereunder. Utility providers must agree among themselves how their restoration obligations shall be allocated between themselves and indicate the same on their joint application.
3. Utility providers who join in a scheduled obstruction or excavation performed by the City shall be required to pay a prorated amount to cover the utility provider's portion of the costs incurred by the City in completing restoration work or the right-of-way.

#### **142.13 SUPPLEMENTAL APPLICATIONS.**

Approval of a plan sheet for right-of-way access is valid only for the area of the right-of-way specified in the plan sheet. No utility provider may perform any work outside the area specified in the plan sheet, except as provided herein. Any utility provider which determines that an area greater than that specified in the plan sheet must be obstructed or excavated must, before entering upon that greater area:

1. Submit an updated plan sheet to the City and pay any additional fees necessitated thereby; and
2. Be granted approval of the updated plan sheet by the City.

#### **142.14 OTHER OBLIGATIONS.**

1. In the event that any proposed work in the right-of-way area designated in the utility provider's plan sheet appears reasonably likely to risk serious damage to tree(s) in or near the area, the utility provider shall expressly inform the City Manager, or his/her designee, of such risk prior to the commencement of any such work and take all the steps requested by the City Manager, or his/her designee, to avoid or minimize damage to existing City trees. Furthermore, all work performed under this chapter shall be carried out in compliance with Chapter 151/Trees of this Code of Ordinances.

2. All of the utility provider's activities in the right-of-way shall comply with the requirements of all City, State, and Federal laws, rules and regulations. Without negating the generality of the foregoing, nothing contained in this chapter shall be construed to disapprove, negate or otherwise contradict State or Federal laws, rules or regulations that are applicable to the installation and maintenance of equipment in the right-of-way. The utility provider's equipment located in the right-of-way shall conform to established grades of streets and sidewalks and be so located as:

A. To cause minimum interference with public utilities or property or private property located in the right-of-way at the grant or authorization of the City, including, without limitation, the natural free and clear passage of water through gutters, storm sewers or other waterways; and

B. To cause minimum interference with the rights and reasonable convenience of the owners of property adjoining the right-of-way.

3. The utility provider shall carry on all excavation, installation, maintenance, repair and restoration activities within the right-of-way with utmost regard to the safety of the public and adjacent property owners. Further, the utility provider shall conduct any of the aforementioned activities in such a manner as to cause as little interference as possible with pedestrian and vehicular traffic. If the City Manager, or his/her designee, determines that it is necessary for the utility provider to provide traffic control to ensure the health, safety and welfare of the public, the utility provider shall do so at its sole expense and in accordance with Iowa Department of Transportation safety standards and guidelines. The utility provider shall coordinate all traffic control required for such activities within the right-of-way with the City Manager, or his/her designee, prior to the commencement of same.

#### **142.15 DENIAL OF APPLICATION FOR RIGHT-OF-WAY ACCESS.**

1. The City may deny any application for right-of-way access:

A. To any utility provider who has failed to apply and fully satisfy all application requirements in connection with the proposed excavation or obstruction;

B. To any utility provider who has failed within the past three (3) years to comply, or is not presently in full compliance, with the terms and provisions of this chapter; or

C. If, in the sole discretion of the City, the approval of right-of-way access for a particular date and/or time would cause a conflict or interfere with an exhibition, celebration, festival, or any other event.

2. The City may deny an application for right-of-way access in order to protect the public health, safety and welfare, to prevent interference with the safety and convenience of ordinary travel over the

right-of-way, or when necessary to protect the right-of-way and its users. The City may consider one or more of the following factors:

- A. The extent to which the right-of-way space where the access is sought is available;
  - B. The competing demands for the particular space in the right-of-way;
  - C. The availability of other locations in the right-of-way or in other rights-of-way for the equipment of the utility provider;
  - D. The applicability of any other ordinances or State or Federal laws or regulations that affect location of equipment in the right-of-way;
  - E. The degree of compliance of the utility provider with the terms and conditions of its franchise, Certificate of Franchise Authority, this chapter, and other applicable ordinances or State or Federal laws or regulations;
  - F. The degree of disruption to the City and surrounding businesses that will result from the proposed use of that part of the right-of-way;
  - G. The condition and age of the right-of-way, and whether and when it is scheduled for total or partial reconstruction; and
  - H. The balancing of the costs of disruption to the public and damage to the right-of-way against the benefits to that part of the public serviced by the expansion into additional parts of the right-of-way.
3. Notwithstanding the provisions of the immediately preceding subsection 2, the City may approve an application for right-of-way access for good cause shown in any case where the approval of access is necessary:
- A. To prevent substantial economic hardship to a customer of the utility provider;
  - B. To allow such customer to materially improve its utility service; or
  - C. To allow a new economic development project.

#### **142.16 INSTALLATION REQUIREMENTS.**

All work within the right-of-way shall be done in accordance with the NEC, NESC, and ISUDAS and at a location as determined under Section 142.23 of this chapter.

#### **142.17 INSPECTION.**

The City Manager, or his/her designee, shall be afforded full access to the utility provider's work-sites to review compliance with the terms of this chapter and to make any inspection or test that the City determines is necessary to protect the public health, safety and welfare, and to ensure that the work for which approval of right-of-way access was granted is being carried out in the authorized area of the right-of-way and within the approved time limit. The City Manager, or his/her designee, may issue an order to the utility provider for any work which does not conform to the applicable standards,

conditions or codes. The order shall state that failure to correct the violation within ten (10) days after issuance of the order will be cause for revocation of approval to access the right-of-way pursuant to Section 142.20 of this chapter. The City Manager, or his/her designee, shall not, however, make any determinations or have control over the utility provider's work other than to require that same be carried out in compliance with this chapter, within the authorized area of the right-of-way, and within the time outlined in the utility provider's application for the work. The City Manager, or his/her designee, shall not make any determinations or have authority over or responsibility for the means, methods, techniques, sequences or procedures of work being performed by the utility provider, for safety precautions and programs incident to the work, or for any failure of the utility provider to comply with applicable laws, rules and regulations governing utility provider's performance of the work. The City Manager, or his/her designee, shall not make any determinations or have authority over or responsibility for the structural integrity or safety of any non-City equipment constructed, installed, repaired, reconstructed, replaced or restored in the right-of-way, nor shall it make any determinations or have authority over or responsibility for the ability of non-City equipment to function as intended in the right-of-way.

#### **142.18 WORK DONE WITHOUT RIGHT-OF-WAY ACCESS APPROVAL**

1. In the event of an emergency, the utility provider may proceed to take whatever actions concerning its equipment which it determines are necessary to respond to the emergency. Each utility provider shall subsequently notify the City of the event as soon as is reasonably practicable. Within two (2) business days thereafter, the utility provider shall apply for the necessary approval for right-of-way access, pay the fees associated therewith, and fulfill the rest of the requirements necessary to bring itself into compliance with this chapter for the actions it took in response to the emergency.
2. In the event that the City becomes aware of an emergency regarding a utility provider's equipment, the City may attempt to contact the designated contact person. In any event, the City may take whatever action it deems reasonably necessary to respond to the emergency, the cost of which shall be borne by the utility provider.
3. Except in the case of an emergency, any utility provider who, without first having obtained the necessary approval for right-of-way access, obstructs or excavates a right-of-way must subsequently obtain access approval; pay double all other fees required under this Code of Ordinances, including, without limitation, criminal fines and penalties; deposit with the City the fees necessary to correct any damage to the right-of-way; and comply with all of the requirements of this chapter.

#### **142.19 SUPPLEMENTAL NOTIFICATION.**

If the utility provider's planned work in the right-of-way begins later or ends sooner than the date given on the utility provider's plan sheet, the utility provider shall notify the City of the accurate information as soon as this information is known.

#### **142.20 REVOCATION OF RIGHT-OF-WAY ACCESS.**

1. If the City determines that the utility provider has committed a material breach of a term or condition of any statute, ordinance, rule, regulation or any condition included in the City's approval of the utility provider's plan sheet for right-of-way access, the City shall make written demand upon the utility provider to remedy such violation. The demand shall state that continued violation may be cause for the immediate revocation of all rights established and granted under this chapter. Further, a

material breach, as set forth above, shall allow the City, at the City's discretion, to place additional or revised conditions on the approval of right-of-way access.

2. Within ten (10) business days after receiving written notification of the breach, the utility provider shall provide the City with a written plan, acceptable to the City Manager, or his/her designee, for its correction. Utility provider's failure to so contact the City Manager, or his/her designee, the utility provider's failure to submit an acceptable plan, or the utility provider's failure to reasonably implement the approved plan shall be cause for immediate revocation of all rights established and granted under this chapter.

3. If right-of-way access is revoked, the utility provider shall reimburse the City for the City's reasonable costs, including, but not limited to, restoration costs, the costs of collection, and reasonable attorney's fees incurred in connection with such revocation.

4. In addition to the specific remedies set forth above, any material breach of the terms of this chapter shall constitute a municipal infraction as set forth in Chapter 3 of this Code of Ordinances.

#### **142.21 APPEALS.**

1. The City Council, in regular or special session, shall sit as a right-of-way appeal board and, on appeals under this chapter, may seek and retain additional professional counsel schooled in matters contained in this chapter. A simple majority of the appeal board shall be deemed sufficient to settle matters brought before the board.

2. The Council, sitting as an appeal board, shall hold meetings from time to time and conduct hearings on appeals. The appeal board shall act within sixty (60) days on a timely written request, and if the appeal board fails to act within sixty (60) days after the filing of a timely written appeal, the appeal shall be deemed granted in favor of the appellant.

3. Any utility provider aggrieved by any ruling, decision, interpretation or order of the City Manager, or his/her designee, shall have the right to appeal to the right-of-way appeal board by filing a written notice of such appeal with the City Clerk within ten (10) business days from the date of the City Manager's, or his/her designee's, ruling. If such a notice is filed, the appeal board shall set a time and place for hearing and so notify the party that has filed the appeal. The hearing shall be open to the public and subject to the time limitation set out in the immediately preceding subsection. The right-of-way appeal board by majority vote shall affirm, modify or reverse an appealed ruling, decision, interpretation or order of the City Manager, or his/her designee. The appeal board may permit such variance that can be made without increasing the hazards to the health or safety of persons or property, and when the granting thereof will not violate the intent and purpose of this chapter. Mere inconvenience to the appellant is not grounds for the granting of such variance.

4. Without negating the generality of the foregoing subsections 1 through 3:

A. Any utility provider that is denied an application, denied access to the right-of-way, has its right-of-way access revoked, or believes that the fees imposed hereunder are in violation of applicable State law, may request in writing that such denial, revocation, or fee imposition be reviewed by the appeal board. The appeal board shall act within sixty (60) days on a timely written request. A decision by the appeal board affirming the denial, revocation or fee imposition must be in writing and supported by written findings establishing the reasonableness of the decision.

B. Only after both fully availing itself of the review process set forth in paragraph A above, and upon thereafter receiving formal, written affirmation by the appeal board of the denial, revocation, or fee imposition for which the aforementioned review process was requested, the utility provider may do either of the following:

(1) With the consent of the City, have the matter finally resolved by binding arbitration. Binding arbitration must be before an arbitrator agreed to by both the City and the utility provider. If the parties are unable to agree on an arbitrator, the matter shall be resolved by a three-person arbitration panel made up of one arbitrator selected by the City, one arbitrator selected by the person, and one arbitrator selected by the other two arbitrators. The cost and expense of a single arbitrator shall be borne equally by the City and the utility provider. If a three-person arbitration panel is selected, each party shall bear the expense of its own arbitrator and the parties shall jointly and equally bear the cost and expense of the third arbitrator, and of the arbitration. Each party to the arbitration shall pay its own costs, disbursements, and attorney fees.

(2) Bring an action in district court to review a decision of the City made under this section.

#### **142.22 MAPPING DATA.**

1. Before obtaining right-of-way access approval for any proposed excavation, construction, installation or major repair of any equipment in the right-of-way, the utility provider shall furnish the City Manager, or his/her designee, with a detailed map or maps in a format currently used by the utility provider showing the location of all of its equipment previously installed or constructed within the corporate limits of the City.

2. Before receiving right-of-way access approval for any proposed excavation, construction, installation, or major repair of any equipment in the right-of-way, the utility provider shall furnish the City Manager, or his/her designee, with a detailed map or maps references to street names, the size and dimensions of all equipment and proposed equipment, and the distance beneath the surface of the ground where said equipment or proposed equipment is or will be located for the entire area located within the corporate limits of the City of Tipton. Each utility provider shall be and remain responsible for keeping the aforementioned detailed maps of its equipment updated. This obligation shall include providing the City with an "as-built" map upon completion of work for which right-of-way access is granted as soon as reasonably practicable, but in no event later than six (6) months after completion of the work. The City makes no guarantee of the accuracy of the mapping materials received from utility providers, nor shall the City be liable for any loss or damage resulting from inaccuracies in the same. All utility providers shall be responsible for taking due care when conducting work in the right-of-way.

3. In the case where the City is undertaking a public improvement project and has excavated in any right-of-way corridor, any utility provider requested in writing by the City shall update its maps showing the size and dimensions of all equipment located in said corridor as described in Section 142.22(2) above.

#### **142.23 LOCATION OF EQUIPMENT.**

1. Unless otherwise permitted by an existing franchise, State or Federal law, or unless technologically infeasible given the type or quantity of service being supplied, the installation of all new equipment

and the replacement of old equipment shall be done underground or contained within buildings or other structures in conformity with applicable codes unless otherwise agreed to by the City in writing.

2. The City may, but is not obligated to, assign specific corridors within the right-of-way, or any particular segment thereof, as may be determined to be necessary by the City, for each type of equipment currently in use, or for future technology the City expects will someday be located within the right-of-way. The City's approval of any application for right-of-way access may designate the proper corridor for the equipment at issue and such equipment must be located accordingly.
3. In the event the City elects to assign specific corridors within the right-of-way, any utility provider whose equipment is located in the right-of-way prior to enactment of this chapter in a position at variance with the corridors established by the City shall, no later than: (i) the next reconstruction or excavation of its equipment, or (ii) a public improvement project in the area where its equipment is located, move that equipment to its assigned position within the right-of-way, unless this requirement is waived by the City for good cause shown.
4. To protect the health, safety and welfare of the general public, the City shall have the power to prohibit or limit the placement of new or additional equipment within the right-of-way if there is insufficient space to accommodate all of the requests of utility providers or persons to occupy and use the right-of-way. In making such decisions, the City shall strive to the extent reasonably possible to accommodate all existing and potential users of the right-of-way, but shall be guided primarily by considerations of the public interest, the public's need for a particular service, the condition of the right-of-way, the time of year with respect to essential utilities, the protection of existing equipment in the right-of-way, and future City plans for public improvements and development projects which have been determined to be in the public interest.

#### **142.24 RELOCATION OF EQUIPMENT.**

Upon written notification by the City, any utility provider maintaining equipment in the right-of-way shall promptly and at its own expense remove and replace, relocate, or otherwise adjust its equipment located in the right-of-way and restore the right-of-way to the same condition it was in prior to said removal or relocation. The City may require relocation for any of the following reasons:

1. Utilization of the right-of-way by the City for a present or future public use contemplated to commence within the next twelve (12) months;
2. A public improvement undertaken by the City;
3. An economic development project in which the City has an interest or investment which is undertaken for purposes of improving or ensuring the public health, safety or welfare;
4. When the public health, safety or welfare requires it; or
5. When necessary to prevent interference with the safety of ordinary travel over the right-of-way. In the event that the utility provider maintaining equipment in the right-of-way fails to submit an acceptable relocation plan and schedule to the City Manager, or his/her designee, within a reasonable period of time after the aforementioned written notice, which in no event shall exceed sixty (60) days, the City may cause the utility provider's equipment to be removed or relocated and the utility provider shall promptly reimburse the City for the cost of same. Notwithstanding the foregoing, a utility

provider shall not be required to remove or relocate its equipment from any right-of-way which has been vacated in favor of a non-governmental entity unless and until the reasonable costs thereof are first paid by such non-governmental entity to the person therefore.

#### **142.25 RIGHT-OF-WAY MANAGEMENT FEES.**

1. Before granting approval for right-of-way access in accordance with Section 142.09, and unless otherwise waived by the City, each utility provider applying to locate, relocate, or reconstruct any equipment within the right-of-way shall pay a non-refundable application review fee of fifty dollars and no cents (\$50.00).
2. If the utility provider's initial right-of-way access application is not approved by the City due to the utility provider's non-compliance with this chapter, and the utility provider later resubmits a compliant application, the utility provider shall pay a non-refundable application re-review fee of twenty-five dollars and no cents (\$25.00).
3. In addition to the fees set forth in subsection 1 and 2 above, the utility provider shall also pay all costs attributable to inspection and mapping services rendered by the City in connection with the utility provider's right-of-way access. The inspection and mapping costs shall be calculated as shown on the schedule adopted by resolution of the City Council. All inspection and mapping costs are due and payable within thirty (30) days after invoice by the City.
4. Administrative Penalties. The City Manager, or his/her designee, shall send notice to any utility provider who commits a violation of this chapter. Said notice shall state the date, location and nature of the violation. Each utility provider who violates a provision of this chapter shall pay the appropriate administrative penalty according to the schedule adopted by resolution of the City Council. The City Manager, or his/her designee, shall not grant any additional approvals for right-of-way access to that utility provider until said administrative penalties have been paid in full and the violation has been corrected.

#### **142.26 DAMAGE TO OTHER EQUIPMENT.**

1. When the City performs work in the right-of-way and finds it necessary to maintain, support, or move a utility provider's equipment to protect it, the City shall notify the utility provider's designated contact person as soon as reasonably possible, which in no event shall be later than two (2) business days from the date of the City's efforts to maintain, support or move the utility provider's equipment. The costs associated therewith will be billed to that utility provider and must be paid within thirty (30) days from the date of billing. Without negating the foregoing, the City shall use its best efforts to afford the utility provider an opportunity to maintain, support or move its equipment prior to doing so on behalf of the utility provider at the utility provider's expense.
2. Each utility provider shall be responsible for the cost of repairing any damage the utility provider, or its equipment, causes to existing equipment in the right-of-way, the location of which has properly been indicated on a map or maps provided to the City Manager, or his/her designee, in accordance with the provisions of this chapter. Each utility provider shall be responsible for the cost of repairing any damage to the equipment of another utility provider caused during the City's response to an emergency occasioned by that utility provider's equipment.

#### **142.27 INDEMNIFICATION AND LIABILITY.**

1. The utility provider shall indemnify, defend and hold the City, its officers, agents and employees, harmless from any and all liability for claims of any nature (including reimbursement of reasonable legal fees and all costs) arising directly or indirectly from the exercise of the rights granted herein, including but not limited to: payments under worker's compensation laws; liability as a result of negligence or otherwise; business or service interruption; damages to any person or property located in the right-of-way at the utility provider's invitation; or for damages to any person or property resulting from the equipment, machinery and/or structures or actions of the utility provider (including damages caused by or resulting from the existence of the utility provider's equipment, machinery and/or structures on the right-of-way). In the event that any suit or action at law is commenced against the City, upon any claim for damage arising out of the grant of rights set forth in this chapter to a utility provider, upon being notified in writing by the City of such action or proceeding, the utility provider shall appear and make proper defense thereto at the sole expense of the utility provider; the City shall have the right, at the City's expense, to participate in the defense of any claim or action arising directly or indirectly from the exercise of the rights granted herein to the utility provider with counsel of the City's choice, and if any judgment or decree shall in any such case be rendered against the City therein, the utility provider shall assume, pay and satisfy such judgment or decree, with the cost thereof.

2. Without negating the generality of the foregoing, the utility provider covenants, represents and warrants that it will not cause or permit the discharge, release or disposal of any "hazardous materials, substances or waste" (as these terms are defined by applicable State and Federal law, rules and regulations) in the right-of-way or otherwise contaminate the right-of-way with any toxic or hazardous materials, substances or waste that would trigger response or remedial action under any environmental laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of the utility provider's franchise, or right-of-way access period, and if any such breach gives rise to or results in liability (including but not limited to, a response action, remedial action or removal action) under any environmental laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, the utility provider shall promptly take any and all remedial and removal action as required by law to clean up the right-of-way and mitigate exposure to liability arising therefrom. The covenants, representations and warranties made in this subsection shall survive and extend beyond the term of the utility provider's franchise or right-of-way access approval.

3. In placing equipment, or allowing it to be placed, in the right-of-way, the City is not liable for any damages caused thereby to any utility provider's equipment which is already in place. This chapter is enacted to protect the general health, welfare and safety of the public at large.

#### **142.28 ABANDONED AND UNUSABLE EQUIPMENT.**

1. A utility provider who has determined to discontinue its operations with respect to any equipment in any right-of-way, or segment or portion thereof, must either:

A. File with the City Manager, or his/her designee, written notice of the proposed sale, transfer, disposition, or assignment, such notice to clearly summarize the proposed procedure and the terms and conditions thereof. Similarly, the proposed vendee, assignee or lessee shall file an instrument with the City Manager, or his/her designee, duly executed, reciting such proposal, accepting the terms of this

chapter and franchise, if applicable, and agreeing to perform all of the conditions thereof and all of the obligations of the proposed transfer; or

B. Submit to the City a proposal and instruments for transferring ownership of its equipment to the City. If a utility provider proceeds under this clause, the City may, at its option:

- (1) Purchase the equipment;
- (2) Require the utility provider, at its own expense, to remove it; or
- (3) Require the utility provider to post an additional bond or an increased bond amount sufficient to reimburse the City for reasonably anticipated costs to be incurred in removing the equipment.

2. Equipment of a utility provider which fails to comply with the provisions of this section and which for two (2) years remains unused shall be deemed to be abandoned. Abandoned equipment is deemed to be a nuisance. The City may:

- A. Abate the nuisance in accordance with the provisions of Chapter 50 of this Code of Ordinances;
- B. Take possession of the equipment and restore it to a usable condition;
- C. Require removal of the equipment by the utility provider or by the utility provider's surety; or
- D. Exercise its rights pursuant to the performance and restoration bond.

Any utility provider who has unusable equipment in any right-of-way shall remove it from that right-of-way during the next scheduled excavation, unless this requirement is waived by the City.

#### **142.29 ROUTINE MAINTENANCE AND MINOR REPAIR.**

No City approval for right-of-way access shall be required for the routine maintenance and minor repair of equipment located in the right-of-way. Activities constituting "routine maintenance" and "minor repair" work for purposes of this chapter shall be restricted exclusively to work conducted on equipment located aboveground or overhead. Utility providers shall be required to restore the work area for such routine maintenance or minor repair projects to the same condition that existed before the commencement of such work. Routine maintenance and minor repair work shall be covered under the performance and restoration bond required under Section 142.05 of this chapter.

#### **142.30 TRADE SECRETS.**

Upon written request from a utility provider to the City, any information required to be submitted by it to the City under this chapter that qualifies as a "trade secret" under Chapter 550 of State Code of Iowa shall be treated as trade secret information and kept confidential by the City to the extent provided in Chapter 22 of the State Code of Iowa.

#### **142.31 HOME RULE.**

This chapter is intended to be and shall be construed as consistent with the reservation of local authority contained in the 25th Amendment to the Iowa Constitution granting cities home rule powers. Accordingly, the City reserves to itself the right to exercise all power and authority to regulate and control its local affairs and all ordinances and regulations of the City shall be enforceable against

all persons required to obtain approval for right-of-way access, specifically including all franchises and holders of Certificates of Franchise Authority issued from the Iowa Utilities Board.

**142.32 APPLICATION.**

This chapter shall apply to all holders of franchises, Certificates of Franchise Authority, pole attachment agreements, equipment use agreements, and any other utility providers required to obtain City approval for right-of-way access under this chapter.

**142.33 NEW TECHNOLOGIES.**

Should technological developments afford a utility provider hereunder the opportunity to effectively, efficiently and economically serve its customers through use of a substance or material other than those for which the necessary City approval for right-of-way access was obtained, then the utility provider may petition the City Council which, with such additional requirements or limitations as it deems necessary to protect public health, safety and welfare, may allow the use of such substances under the terms and conditions of the existing franchise or approved right-of-way access.

**142.34 NONEXCLUSIVE REMEDY.**

The remedies provided in this chapter and otherwise in this Code of Ordinances are not exclusive or in lieu of the rights and remedies that the City may have at law or in equity. The City is hereby authorized to seek legal and equitable relief for actual or threatened injury to the right-of-way, whether or not caused by a violation of any of the provisions of this chapter or this Code of Ordinances.

SECTION 5. *Repealer.* All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. *Severability.* If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 7. *Effective Date.* This ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Bryan Carney, Mayor

ATTEST:

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

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Ordinance No. \_\_\_\_\_ which was passed by the Tipton City Council this \_\_\_\_ day of \_\_\_\_\_, 2019 and published in the Tipton Conservative this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

DRAFT

## ATTACHMENT AND USE AGREEMENT

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between \_\_\_\_\_ (LICENSEE), and the City of Tipton, a municipal entity in the State of Iowa (LICENSOR).

### WITNESSETH:

WHEREAS, the LICENSOR owns or controls a system of Structures in and around the City of Tipton, Iowa; and

WHEREAS, the LICENSOR wishes to permit the LICENSEE to use certain Structures and in consideration of the covenants and agreements set forth in this Agreement and upon and subject to the terms and condition provided herein; and

WHEREAS, the LICENSEE wishes to obtain from the LICENSOR and the LICENSOR desires to provide LICENSEE a license to use the specified Structures subject to the terms and conditions provided in this Agreement.

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

### I. DEFINITIONS

“Agreement” means this Agreement and all extensions and modifications hereof, together with all attachments, appendices, and schedules.

“Applicable Law(s)” means the terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations, guidelines or ordinances now in effect and subsequently may be prescribed by any federal, state or local governmental authority. The Parties acknowledge the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Communications Act of 1934 (“Act”), as amended, and the orders, rules and regulations promulgated by thereunder by the FCC and the Iowa Utility Board.

“Fiber” means fiber cable and related fiber strands, splices and terminations to be installed on and between Structures along the Route pursuant to this Agreement.

“NEC” means National Electrical Code, as amended.

“NESC” means National Electrical Safety Code, as amended.

“Plans” means general design and construction plans that meet the requirements of Chapter 142 of the Tipton Code of Ordinances.

“Route” means the specific route(s) described in Appendix A hereto upon which the Fiber will be located.

“Structures” means wood or metal poles or any combination thereof and steel lattice transmission towers and any other related facilities owned and/or controlled by the LICENSOR.

## **II. LICENSE OF CITY STRUCTURES AND RELATED SUPPORT FACILITIES**

Pursuant to the terms and conditions as further described below, the LICENSOR hereby grants to LICENSEE the right, privilege, and license (“License”) for LICENSEE’s nonexclusive use of certain space upon LICENSOR’S Structures and related support facilities for LICENSEE to install, run, monitor, repair, maintain and operate Fiber on the Structures located along the Route. LICENSOR retains the right to grant, by contract or otherwise, to others not parties to this Agreement, rights or privileges to use any Structures covered by this Agreement, and LICENSOR shall have the right to continue and extend any such rights or privileges heretofore granted.

- A. Ownership of LICENSEE Fiber and Facilities: LICENSEE will retain ownership of the Fiber installed or to be installed along the Route, and LICENSOR shall acquire no right, title, or interest in or to the Fiber.
- B. Ownership of the Structures: All Structures covered by this Agreement shall be and remain the property of the LICENSOR, and LICENSEE shall, except for the rights provided in this Agreement, acquire no right, title, or interest in or to the Structures.

## **III. TERM; LICENSE FEE**

- A. This Agreement shall become effective on the Effective Date, and it shall remain in full force and in effect for a period of five (5) years from the Effective Date (“Initial Term”), unless terminated earlier in accordance with this Agreement. After the Initial Term, the Agreement shall automatically renew from year to year. The Agreement may be terminated by either party at the end of the Initial Term or at any time thereafter by providing 18 months written notice of termination of the other party.
- B. In consideration of the License and the covenants, terms, and conditions contained in this Agreement, LICENSEE agrees to pay an annual attachment fee to LICENSOR for each Structure utilized by LICENSEE along the Route as identified in Appendix A. LICENSEE may, at any time, remove its attachments from any Structure of LICENSOR, but no refund of any current year fees will be due on account of such removal. The annual fee per Structure will be \$25.00. The annual fees are subject to change during the Initial Term and any renewal thereof upon the mutual review and agreement by LICENSOR and LICENSEE.

#### IV. GENERAL TERMS AND CONDITIONS

1. **Construction and Installation:** The LICENSOR and LICENSEE acknowledge all requests for attachment shall be performed pursuant to Applicable Law. LICENSEE shall submit Plans to LICENSOR prior to construction, installation, upgrade, or non-emergency repair of Fiber installed or planned to be installed on LICENSOR'S Structures. Once LICENSEE'S Plans have been approved by LICENSOR, the installation, upgrade, or non-emergency repair of the Fiber upon LICENSOR'S Structures may begin.

All Fiber shall be installed in accordance with the approved Plans and installed in a manner which is reasonable and customary to the industry. All such Fiber shall be installed and at all times maintained by LICENSEE so as to comply at least with the minimum requirements of all applicable governmental regulations and codes including, without limitation, the NEC and NESC.

2. **Maintenance of Facilities**

- a. LICENSEE shall, at its own expense, at all times maintain all the Fiber in a safe condition in thorough repair and in accordance with NESC requirements and any other applicable standards or requirements.
- b. LICENSEE shall give LICENSOR at least one (1) hour notice for emergency maintenance of LICENSEE'S Fiber. Such notice shall be given to the LICENSOR at \_\_\_\_\_ (telephone number).
- c. In the event of emergency maintenance needed to be performed on the Structures, LICENSOR reserves the right to commence and complete any such work prior to allowing LICENSEE access to repair or maintain its Fiber. If requested by LICENSOR, LICENSEE shall cease repair work and vacate the repair site until LICENSOR's maintenance and restoration procedures are complete.

3. **Removal of Structures.** LICENSOR maintains the right to remove its Structures along the Route when the LICENSOR determines the Structures have been rendered obsolete by the removal of municipal utilities from the Structure. In the event the LICENSOR elects to remove its Structures along the Route, the LICENSEE shall relocate its Fiber and Supporting Structures underground as otherwise required pursuant the provisions of Chapter 142 of the Tipton Code of Ordinances and all work within the right-of-way shall be done in accordance with the provisions of Chapter 142.

4. **Insurance:** LICENSEE shall, at its sole expense, cause to be issued and maintained during the Term of this Agreement insurance coverages of the types and in the amounts set forth below as applicable:

<u>Type of Insurance</u>	<u>Limit</u>
--------------------------	--------------

General Liability (including contractual liability) written on an occurrence basis	General Aggregate Prod./Comp. Op. Agg Personal & Adv. Injury Each Occurrence	\$2,000,000 \$1,000,000 \$1,000,000 \$1,000,000
Automobile Liability, including any auto, hired auto and non-owned autos	Combines Single Limit	\$1,000,000
Excess Liability, Umbrella Form	Each Occurrence Aggregate	\$2,000,000 \$2,000,000
Workers' Compensation	Each Accident	\$500,000

5. **Liens and Encumbrances:** In the event any construction lien or other encumbrance shall be placed on the Structures because of the actions of LICENSEE, LICENSEE shall promptly discharge the lien or release the encumbrance without cost or expense to LICENSOR, and hereby agrees to indemnify LICENSOR for any and all damages suffered or incurred by LICENSOR as a result of the lien, discharging the lien or releasing the encumbrance. In the event any construction lien or other encumbrance shall be placed on the Fiber because of the actions of LICENSOR, LICENSOR shall promptly discharge the lien or release the encumbrance without cost or expense to LICENSEE and hereby agrees to indemnify LICENSEE for any and all damages suffered or incurred by LICENSEE as a result of the lien, discharging the lien, or releasing the encumbrance.
  
6. **Relationship of Parties:** Neither LICENSOR nor LICENSEE shall be deemed to be a partner, agent, or joint venture with or of the other by reason of this Agreement or the consummation of the transaction contemplated hereby.
  
7. **Successors and Assigns:** LICENSEE shall not assign this Agreement, without the express written consent of the LICENSOR, which consent shall be at the LICENSOR'S sole discretion. Nor shall LICENSEE assign, transfer or sublease, directly or indirectly, on an integrated or unintegrated basis, in whole or in part, its right to use the Structures as granted herein without the express written consent of the LICENSOR, which consent shall be at the LICENSOR'S sole discretion. Notwithstanding the foregoing, LICENSEE need not obtain consent of the LICENSOR to assign this Agreement:
  - a. to a parent, affiliate or subsidiary of LICENSEE, or
  - b. to any entity formed by or surviving a merger or consolidation of LICENSEE and any other entity, or
  - c. to any entity that acquires all or substantially all of the assets or shares of LICENSEE,

but shall give written notice to the LICENSOR of any such assignment no later than thirty (30) days after such an assignment takes place. If, in connection with any assignment of this Agreement by LICENSEE, LICENSEE causes such assignee to

contemporaneously therewith agree in writing to perform all of LICENSEE'S obligations under this Agreement which arise after the effective date of assignment or transfer, then LICENSEE shall be released from liability hereunder.

8. **Notices:** All notices, demands, requests or other communications given under this Agreement shall be (i) in writing, (ii) effective on the first business day following the date of receipt, and (iii) be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service or by computer email (followed by confirmation on the same or following day by overnight delivery or by mail as aforesaid) to the address set forth below or as may subsequently in writing be requested.

If to LICENSEE:  
[Windstream.poles@windstream.com](mailto:Windstream.poles@windstream.com)  
Windstream KDL, Inc.  
Attn: Poles  
PO Box 25410  
Little Rock, AR 72221  
Fax: 330-486-4315

If to LICENSOR:  
City of Tipton  
Attn: Electric Superintendent  
407 Lynn Street  
Tipton, Iowa 52772

9. **Force Majeure:** Neither party shall be deemed to be in breach of this Agreement during any period of time in which it is unable to perform its obligations as a result of the occurrence of an event of force majeure, which shall include, but not be limited to, acts of God, act or order of government, denial or access to or loss of utility service or facilities or any other circumstances beyond the reasonable control and not caused by the fault or negligence of the party claiming force majeure. The required time for performance hereunder by the party claiming force majeure shall be extended to account for any such force majeure event and the party claiming force majeure shall use diligence to resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

10. **Indemnifications; Limitations of Liabilities; Warranties**

- A. LICENSEE will indemnify and hold the LICENSOR harmless against any and all loss, liability, damage, and expense (including reasonable attorneys' fees) arising out of any demand, claim suit or judgment for damages to any property or bodily injury to any persons, including, without limitation, the agents and employees of LICENSEE which may arise out of or be caused by LICENSEE'S willful misconduct or gross negligent act or omission of LICENSEE in connection with the facilities. The foregoing indemnity shall not apply in the case of claims which solely arise from the gross negligence, misconduct or other fault of the LICENSOR. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct or joint fault of LICENSEE and the LICENSOR, but in such case the amount of the claim for which the LICENSOR is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of LICENSEE.

- B. The LICENSOR will indemnify and hold LICENSEE harmless against any and all loss, liability, damage and expense (including reasonable attorneys' fees) arising out of any demand, claim, suit or judgment for damages to any property or bodily injury to any persons, including, without limitation, the agents and employees of the LICENSOR which may arise out of or be caused by any willful misconduct or gross negligent act or omission of the LICENSOR in connection with the Fiber. The foregoing indemnity shall not apply in the case of claims, which solely arise from the gross negligence, misconduct or other fault of LICENSEE. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct or joint fault of the LICENSOR and LICENSEE, but in such case the amount of the claim for which LICENSEE is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of the LICENSOR.
- C. Notwithstanding any contrary provision in this agreement, in no event shall either party be liable to the other party or any third party for any indirect, special, incidental, punitive, exemplary, or consequential damages, including, without limitation, those based on loss of revenues, profits, or business opportunities, frustration of economic or business expectations, loss of capital, cost of substitute product(s), facilities, or services, or down time cost, whether or not such party had or should have had any knowledge, actual or constructive, that such damages might be incurred, and even if such party was advised of the possibility of such damages.
- D. Notwithstanding any provision of this Agreement to the contrary, neither party shall have any responsibility, liability or obligation to the other or the other's affiliates, directors, officers, agents, employees, representatives, successors or permitted assigns for any special, incidental consequential or punitive damages including, but not limited to, loss of profits, cost of replacement services, loss of customers or agents, loss of use, or penalties imposed by others, regardless of any act or omission or commission in connection with or under this Agreement.
- E. Access to the Structures and supporting facilities of the LICENSOR are provided as-is. Any and all express and implied warranties, including, but not limited to, warranties or merchantability and fitness for any purpose or use, are expressly excluded and disclaimed by the LICENSOR.
11. **Compliance with Law**: Notwithstanding anything to the contrary in this Agreement, each party shall ensure any and all activities it undertakes pursuant to this Agreement shall comply with Applicable Laws.
12. **Electronic Signatures; Counterparts**: This Agreement may be executed using electronic signatures and such electronic version of the Agreement shall have the same legally binding effect as any original paper version. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

13. **Expenses:** Except as otherwise expressly provided herein or therein, each party shall bear the costs and expenses incurred by it in negotiating, entering into and performing any of its obligations under this Agreement.
14. **Headings:** The headings of this Agreement are inserted for convenience only and shall not be deemed to be a part hereof.
15. **Governing Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Iowa applicable to contracts made and to be performed entirely in that state, without regard to the conflicts of laws rules of that state.
16. **Waiver:** The failure of either party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall nevertheless be and remain in full force and effect.
17. **Severability:** If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof or thereof shall not in any way be affected or impaired thereby. If this Agreement shall be held to be unenforceable against either party, the enforceability of such agreement against the other party hereto shall not in any way be affected or impaired thereby.
18. **Entire Agreement:** This Agreement, including the Exhibits, which are hereby incorporated herein as an integral part of this Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter and geographical locations referred to and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement cannot be modified except in writing signed by the party against whom enforcement of the modification is sought.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and to become effective as of the date first written above.

**Windstream Iowa Communications, LLC**

**City of Tipton, Iowa**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

October 15, 2019

Brian Wagner  
City Manager- City of Tipton  
407 Lynn Street  
Tipton, Iowa 52772

Subject: A fee and time necessary to complete 2 appraisals on the Tipton Airport Project in Tipton, Iowa.

Dear Mr. Wagner:

Thank you for your inquiry regarding the appraisals of the properties noted above. Assuming our terms and conditions are acceptable, Cook Appraisal, LLC will be preparing this assignment on the above captioned properties. The purpose of the inspections and appraisals are to estimate the market value of the property. The legal interests appraised would be the fee simple interest.

In consideration for the completion and delivery of one hard copy and one pdf copy of each report, the fee will be \$3,300 for each report for a total fee of \$6,600. The completion date would be no later than December 31, 2019 with receipt of information requested and signed authorization to proceed. Any additional consulting services and/or cost are to be agreed in writing between us before proceeding and will be billed at \$250.00 per hour.

The bid will be considered null and void, unless signed within 14 days from the date of this letter.

We would appreciate obtaining the following information to assist us in preparing and completing these appraisals:

- An exact legal description of the properties to be appraised
- The name and phone number of a contact person(s) to discuss plans should I have any questions and to schedule an inspection of the properties.
- A Copy of the acquisition plats

The appraisals will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice. Furthermore, the appraisals shall be prepared for and our professional fee billed to The City of Tipton. The appraisals are intended only for your use, which may include parties reasonably involved in the transaction. They may be shared with the property owners at your discretion. They are not available for public distribution in whole or in part without our written permission. Attached to this authorization is a copy of our statement of *Assumptions and Limiting Conditions*. Please sign the acknowledgment of this letter and return to us within 14 days.

October 15, 2019

Mr. Wagner:

Page 2

We look forward to undertaking this assignment for you.

Sincerely,

Cook Appraisal, LLC



Dennis G. Cronk, MAI

DGC/rcg

ACKNOWLEDGMENT:

Subject: A fee and time necessary to complete 2 appraisals on the Tipton Airport Project in Tipton, Iowa

I hereby acknowledge receipt and understand the Assumptions and Limiting Conditions attached to this letter. I accept and agree to the above stated terms and conditions.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## ASSUMPTIONS AND LIMITING CONDITIONS

It is the understanding of both parties that the said fee, in full, will be due and payable at the date of delivery of the completed product. Furthermore, it is understood that the appraisal report will be subject to the attached underlying Assumptions and Limiting Conditions. In the event further efforts are necessary to collect any of the unpaid fees, you agree to pay all legal costs. The "unpaid balance more than 30 days" is subject to a finance charge of 1.5 percent per month or \$5.00 which ever is greater.

### General Conditions

The date of value to which the opinions expressed in this report apply is set forth in the Letter of Transmittal. The appraiser assumes no responsibility for economic or physical factors occurring at some later date, which may affect the opinions herein stated.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

No opinion is intended to be expressed for legal matters or that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, although, such matters may be discussed in the report.

No opinion as to title is rendered. Data on ownership and the legal description were obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements, and restrictions, except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management and available for its highest and best use.

No engineering survey has been made by the appraiser. Except as specifically stated, data relative to size and area were taken from sources considered reliable, and no encroachment of real property improvements is assumed to exist.

Maps, plats, and exhibits included herein are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.

No opinion is expressed as to the value of subsurface oil, gas, or mineral rights and that the property is not subject to surface entry for the exploration or removal of such materials, except as is expressly stated.

The contract for the appraisal of said premises is fulfilled by the signer upon the delivery of this appraisal executed. Disclosure of the contents of this appraisal report are governed by the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which he is connected; or any reference to the Appraisal Institute and the MAI or SRA designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communications without the prior written consent and approval of the undersigned. This consent and approval does not apply to government agencies which disclose appraisals and appraised values through their normal business functions.

#### Hazardous Material

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired.

#### For Court or Hearing Testimony

Testimony or attendance in court or at any other hearing is not required by reason of rendering this appraisal unless such arrangements are made a reasonable time in advance.

Because the date of value used herein is not the date of trial, the appraiser reserves the right to consider and evaluate additional data that becomes available between the date of this report and the date of trial and to make any adjustment to the value opinions that may be required.

#### For Title Report Nonavailability

Because no title report was made available to the appraiser, he/she assumes no responsibility for such items of record not disclosed by his/her normal investigation.

#### For Questionable Soil or Geologic Conditions

No detailed soil studies covering the subject property were available to the appraiser. Therefore, premises as to soil qualities employed in this report are not conclusive, but have been considered consistent with information available to the appraiser.

#### For Improved Property

The appraiser has personally inspected the subject property and finds no obvious evidence of structural, mechanical, or roof deficiencies, except as stated in this report; however, no responsibility for hidden defects or conformity to specific governmental requirements, such as fire, building and safety, earthquake, or occupancy codes, can be assumed without provision of specific professional or governmental inspections.

Because no termite inspection report was available, the appraiser assumes no evidence of termite damage or infestation unless so stated.

No consideration has been given in this appraisal to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

#### For Proposed Construction

The plans and specifications furnished by the client and builder are assumed to show the intent of the builder, but the appraiser assumes no responsibility for their correctness or for undisclosed modifications.

#### Plans and Specifications

This appraisal report is based in part on plans, specifications, and documentation provided to the appraiser. The general plans and specifications are considered to be a part of this real estate appraisal report. The appraiser is assuming that the project will be constructed in a professional workmanlike manner in accordance with the general specifications provided. Any significant deviation from the plans and specifications is considered to invalidate this appraisal report. Also, the proposed project is to be built in accordance with the minimum building standards or code of the applicable jurisdiction in which the subject property is to be constructed.



September 9, 2019

TO: City of Tipton, Iowa  
c/o Jay Pudenz, P.E.  
McClure Engineering Company

FROM: Fred Greder, ARA  
***Benchmark Agribusiness, Inc.***

SUBJECT: Tipton Municipal Airport  
Runway realignment Project  
Review Appraisal Services Proposal

Thank you for the opportunity to provide review appraisal services for the above referenced project.

**PERSONNEL AVAILABLE**

Benchmark Agribusiness, Inc. will not require the services of other subcontractors for professional assistance. The appraisal reviews will be prepared by Fred Greder.

Mr. Greder is the proprietor and principal appraiser for Benchmark Agribusiness, Inc. He is and has been an active DOT contract appraiser for several years. Mr. Greder is currently on the active pre-qualified list at the DOT to provide professional services. Mr. Greder has been a Certified General Real Property Appraiser by the State of Iowa since 1991. A copy of his current Qualifications page is attached.

Past airport appraisal projects completed by Benchmark Agribusiness, Inc. include the Mason City Municipal Airport, the Le Mars Airport, the Iowa Falls Airport, the Denison Airport, the Humboldt Airport, Sioux County Regional Airport Authority, the Waverly Municipal Airport, Algona Airport and the Storm Lake Municipal Airport.

A partial summary of other past eminent domain appraising activities is included as an exhibit to this proposal.

Benchmark Agribusiness, Inc. has one appraisal associate – Chris Staudt. Mr. Staudt will service Benchmark's other clients while this project is in process.

**TIMELINE**

After, the City Council approves the proposal, Benchmark Agribusiness, Inc. will be able to commence market research and perform the property inspections during the month of November, or shortly after the appraisals to be reviewed are completed – whichever comes first.

**SCOPE OF THE PROJECT**

The Tipton Municipal Airport is proposing to realign and lengthen the primary runway. That will make it necessary to acquire approximately 142.4 acres surrounding the existing airport footprint. Eight different parcels owned by five different private property owners may eventually be impacted. The first phase of the acquisition process is to acquire land from two of the five private owners.

**FEE PROPOSAL**

The fees for the reviews of the two appraisals for the first phase will be: **\$2,500.00**

That fee will include the travel costs and all report reproduction expenses.

The fee quote above does not include any expenses incurred by the Review Appraiser during the course of the assignment for items such as excavation quotes, utility infrastructure installation quotes, etc. The Appraiser will coordinate the gathering of these types of information with the Project Manager and seek prior approval of the additional expense if it appears to be necessary.

**DISCLOSURE**

Benchmark Agribusiness has previously reviewed appraisals on both of these properties under consideration. The previous reviews were performed in 2014 when this particular runway realignment project was in the early planning stages. Prior to then, or since, Benchmark Agribusiness has not performed appraisal services for any of the Owners of the real estate under consideration on other projects or locations of which the Appraiser is aware.

Again, thank you for the opportunity to provide this review appraisal proposal.

RESPECTFULLY SUBMITTED:



Fred Greder, ARA  
**Benchmark Agribusiness, Inc.**  
fred@benchmarkagribusiness.com

The City of Tipton accepts the proposal from Benchmark Agribusiness, Inc. to provide review appraisal services for the above reference project.

\_\_\_\_\_  
For the City of Tipton

Date: \_\_\_\_\_

## PROJECTS

### Project Name: Mason City, Iowa Municipal Airport

- 8b.** Nature of firm's responsibility Determine just compensation for acquisition of extended Runway Protection Zones. The properties included rural residential, agricultural Highest & Best Use and cropland transitioning to highway commercial use and billboard signage valuation.
- c.** Contracting authority's name and location Mason City Municipal Airport  
Mason City, Iowa 50401
- d.** Completion date (*year only*) 2004
- e.** Estimated cost (*in thousands*)
- Entire Project unknown
- Work for which firm was/is responsible \$3,000,000+ value; \$15,000+ appraisal fees

### Project Name: Iowa Dept. of Transportation, Property Management Division

- 8b.** Nature of firm's responsibility Determine current market value of "excess lands" along the U.S. Highway 18 (aka Avenue of the Saints) and U.S. Highway #63 for the purpose of disposition of the real estate. The properties included landlocked cropland, recreational land and lots with potential for rural residential building site development.
- c.** Contracting authority's name and location Gwen Ballard, Property Management  
Iowa Department of Transportation  
Ames, Iowa 50010
- d.** Completion date (*year only*) 2006
- e.** Estimated cost (*in thousands*)
- Entire Project unknown
- Work for which firm was/is responsible \$6,550 appraisal fees

**Project Name:  
Iowa Dept. of  
Transportation  
U.S. Highway #63 four  
lane project  
Bremer County**

- 8b.** Nature of firm's responsibility Determine just compensation to property owner for the acquisition of right-of-way with which to convert U.S. Highway #63 from 2 lane to 4 lane highway. Properties included cropland and agriculturally oriented buildings.
- c.** Contracting authority's name and location Iowa Department of Transportation Appraisal Section Ames, Iowa 50401
- d.** Completion date (*year only*) 2000
- e.** Estimated cost (*in thousands*)
- Entire Project unknown
- Work for which firm was/is responsible <\$10,000 appraisal fees

**Project Name:  
LeMars Municipal Airport  
Runway Protections Zone  
City of LeMars  
c/o Scott Langel, City  
Administrator  
40 Central Avenue, P.O.  
Box 1130  
LeMars, Iowa 51031**

- 8b.** Nature of firm's responsibility Determine the just compensation awards to several property owners for the acquisition of right-of-way with which to extend the airport runways and the runway protection zones. Properties included cropland, homes, storage buildings and transitional development land on the fringe of LeMars.
- c.** Contracting authority's name and location City of LeMars c/o Scott Langel, City Administrator 40 Central Avenue, P.O. Box 1130 LeMars, Iowa 51031
- d.** Completion date (*year only*) 2007
- e.** Estimated cost (*in thousands*)
- Entire Project unknown

Work for which firm was/is responsible 6,000.00

**Project Name:  
US Highway #20  
Relocation Project, Sac  
County**

**8b. Nature of firm's responsibility** Provided appraisal services for right-of-way acquisition for the relocation of US Highway #20 for approximately 10 property owners. This was a joint project with and under the supervision of Bill Burkle with Global Appraisal Service. The project included "before & after" and "value finding" appraisal formats. The properties were all agricultural oriented.

**c. Contracting authority's name and location** Iowa Department of Transportation  
800 Lincoln Way  
Ames, Iowa 50010

**d. Completion date (year only)** 2009

**e. Estimated cost (in thousands)**  
Entire Project ~\$32,000 appraisal fees  
Work for which firm was/is responsible Appraisal

**Project Name:  
Charles City Pedestrian  
Bridge Replacement  
Project**

**8b. Nature of firm's responsibility** Provide appraisal services to acquire land on which to rebuild the supports for a new pedestrian bridge across the Cedar River. Report was prepared according to USFLA standards. FEMA cost share funding was involved.

**c. Contracting authority's name and location** City of Charles City  
Tracy Meise, Planning & Project Supervisor  
105 Milwaukee Mall  
Charles City, Iowa 50616

**d. Completion date (year only)** 2009

**e. Estimated cost (in thousands)**  
Entire Project ~\$4,500 appraisal fees  
Work for which firm was/is responsible Appraisal

**Project Name:  
Denison Municipal Airport**

- 8b.** Nature of firm's responsibility Determine just compensation for acquisition of extended Runway Protection Zones (RPZ). This was primarily agriculturally oriented properties. This included both fee acquisitions and acquisitions by easement. Before & after & value finding formats were both prepared
- c.** Contracting authority's name and location Denison Municipal Airport  
c/o City of Denison  
Terry Crawford, City Manager  
Denison, Iowa 51442
- d.** Completion date (*year only*) 2011
- e.** Estimated cost (*in thousands*)
- Entire Project unknown
- Work for which firm was/is responsible \$8,000 fees

**Project Name:  
Sioux County Regional Airport**

- 8b.** Nature of firm's responsibility Determine just compensation for the acquisition of real estate to develop and a new regional airport. The properties were all agriculturally oriented. All appraisals were before & after formats prepared to USFLA (Yellow Book) standards.
- c.** Contracting authority's name and location Sioux County Regional Airport Commission  
c/o Harold Schiebout, Executive Director  
Sioux Center, Iowa
- d.** Completion date (*year only*) 2012
- e.** Estimated cost (*in thousands*)
- Entire Project unknown
- Work for which firm was/is responsible \$25,000 fees

**Project Name:  
Storm Lake Municipal  
Airport**

- 8b.** Nature of firm's responsibility Determine just compensation for the acquisition of extended Runway Protection Zones. The surrounding properties to be acquired were primarily agriculturally oriented. Before & after report formats were prepared according to USFLA (Yellow Book) standards.
- c.** Contracting authority's name and location Storm Lake Municipal Airport  
c/o City of Storm Lake  
ATTN: Justin Yarosevich, Asst. City Manager  
Storm Lake, Iowa
- d.** Completion date (*year only*) 2012
- e.** Estimated cost (*in thousands*)  
Entire Project Unknown

**Project Name:  
US Highway #218  
Janesville Overpass  
Project, Black Hawk  
County**

- 8b.** Nature of firm's responsibility Provided appraisal services for right-of-way acquisition for the development of an over-pass at the intersection of US Highway #218 & the West Cedar Wapsie Road for approximately 12 property owners. The project included "before & after" and "value finding" appraisal formats. The properties were both agriculturally oriented and highway commercial oriented.
- c.** Contracting authority's name and location Iowa Department of Transportation  
800 Lincoln Way  
Ames, Iowa 50010
- d.** Completion date (*year only*) 2014
- e.** Estimated cost (*in thousands*)  
Entire Project ~\$25,500 appraisal fees  
Work for which firm was/is responsible Appraisal

**Project Name:  
Waverly Municipal Airport**

- 8b. Nature of firm's responsibility** Determine just compensation for acquisition of extended Runway Protection Zones (RPZ). This was primarily agriculturally oriented properties. This included both fee acquisitions and acquisitions by easement. Before & after & value finding formats were both prepared
- c. Contracting authority's name and location** Mike Cherry  
Waverly City Engineer  
Waverly, Iowa  
c/o McClure Engineering  
Fort Dodge, Iowa
- d. Completion date (year only)** 2013
- e. Estimated cost (in thousands)**
- Entire Project unknown
- Work for which firm was/is responsible Appraisal

**Project Name:  
Algona Municipal Airport**

- 8b. Nature of firm's responsibility** Determine just compensation for acquisition of extended Runway Protection Zones (RPZ). This was primarily agriculturally oriented properties. This included both fee acquisitions and acquisitions by easement. Before & after & value finding formats

<b>c. Contracting authority's name and location</b>	were both prepared Jeff Sogge, P.E. Clapsaddle-Garber Associates Marshalltown, Iowa
<b>d. Completion date (<i>year only</i>)</b>	2019
<b>e. Estimated cost (<i>in thousands</i>)</b>	
Entire Project	unknown
Work for which firm was/is responsible	Review Appraisals

## QUALIFICATIONS

Vernon F. "Fred" Greder Jr., ARA \*\*

### STATE CERTIFIED GENERAL REAL ESTATE APPRAISER

CG# 01043

Office:  
23 Third Street NW  
Mason City, Iowa 50401  
(641) 424-6983

Home:  
362 Lakeview Drive  
Mason City, Iowa 50401  
(641) 423-9015

### EDUCATIONAL BACKGROUND

- March 2018 - Uniform Appraisal Standards & Ethics
- October 2013 - Uniform Standards of Federal Land Acquisition/"Yellow Book Seminar"
- September 2004 - Introductory Mediation Training -Iowa Mediation Service
- August 1995 - Environmental Risk Assessment - National Association of Environmental Risk Auditors
- February 1992 - DOT Right of Way Workshop – Iowa Department of Transportation
- April 1987 - Eminent Domain Seminar - American Society of Farm Managers & Rural Appraisers
- August 1986 - Advanced Rural Appraising - American Society of Farm Managers & Rural Appraisers
- May 1985 - Report Writing Seminar - American Society of Farm Managers & Rural Appraisers
- July 1984 - Principles of Rural Appraising – American Society of Farm Managers & Rural Appraisers
- November 1975 - Iowa State University - Bachelor of Science Degree: Major-Farm Operation/Agricultural Business

### CAREER EXPERIENCE

- Aug 1988-present **Benchmark Agribusiness, Inc.** – President/Chief Appraiser. Real Estate Support Services; Bankruptcy Plan Analysis, Chattel Inspections, RE Marketing Consulting, etc.
- Jan 1984 –July 1988 The Travelers Insurance Co.-Real Estate Investment Manager Ag; Responsibilities: Loan Origination, Servicing & Collection, Acquired Property Management & Appraisal.
- April 1981- January 1984 Mason City Production Credit Assn.-Mason City, IA. Assistant Branch Manager;
- Dec 1975- September 1979 Responsibilities: Loan Origination, Servicing & Collection; Crop & Life Insurance Sales; Personnel Supervision & Office Management.
- Sept 1979 – April 1981 Lincoln Production Credit Assn. – Lincoln, NE. Branch Manager; Responsibilities: Loan Origination, Servicing & Collection; Crop & Life Insurance Sales; Personnel Supervision & Office Management.

### MEMBERSHIPS

American Society of Farm Managers & Rural Appraisers  
Iowa Chapter - Farm Managers & Rural Appraisers – **PAST PRESIDENT - 2002**  
Court appointed State Inheritance Tax Appraiser for Cerro Gordo County  
Cerro Gordo County Compensation Commission  
Appointed by the Governor to the State Appraisal Examining Board – 11/2012 to present – Current Chairman  
Licensed Real Estate Broker in the State of Iowa

\*\* Accredited Rural Appraiser

## **PUBLICATIONS & PROGRAM PRESENTATIONS**

Northwestern Banker - Feb 1987 - **21 Reasons for Farm Appraisals**, with Halverson, Harry.  
Ag Decision Maker – ISU Extension – December 2005 – **The Dos and Don'ts of Sealed Bid Auctions**  
Realtor Land Institute – Iowa Farm & Land Chapter – Appraising Unique Properties  
Realtor Land Institute – Iowa Farm & Land Chapter – Appraising Livestock Facilities  
Realtor Land Institute – Iowa Farm & Land Chapter – Effective Age Ratios  
USDA Farm Service Agency – Appraising Specialized Use Facilities  
American Society of Farm Managers & Rural Appraiser – Numerous topics  
Clear Lake Bank & Trust Seminar – **The Farmland Market of the 1970's vs. Today –  
Is it different this time?**  
Iowa Bar Association – Various Topics

## **PAST APPRAISAL CLIENTS**

The Travelers Insurance Co.	Farm Credit Services of America
First Security Bank & Trust	Farmers State Bank
Iowa Dept. of Natural Resources	Wells Fargo Bank, Iowa N.A.
County Conservation Board/Worth, Wright & Mitchell	Manufacturers Bank & Trust
Bank of America	Alliance Pipeline
Cities of Mason City, Osage, Plainfield, Kanawha, etc.	United Bank of Iowa
United Bank & Trust-Sheffield	Clear Lake Bank & Trust
Iowa State Bank – Clarksville/Kesley	Northwoods State Bank
Iowa Dept. of Transportation	US Bank
Reliance Bank - Garner	Hills Bank & Trust
U.S. Fish & Wildlife Service	Natural Resources & Cons. Service
Mason City Airport Commission	Iowa Natural Heritage Foundation
Farmers Trust & Savings Bank of Buffalo Center & Britt	USDA Farm Service Agency (FSA)
First Citizen's National Bank-Latimer/Kanawha/Charles City/Osage/MC	First Security Bank - Charles City
Rabo Agrifinance	Community National Bank
Iowa Department of Transportation	
Other banks, Attorneys & Individuals to numerous to mention	