

City of Tipton, Iowa

Meeting: Tipton City Council Meeting
Place: Tipton Fire Station, 301 Lynn Street, Tipton, Iowa 52772
Date/Time: Monday, November 18, 2019, 5:30 p.m.
Web Page: www.tiptoniowa.org
Posted: Friday, November 15, 2019 (Front door of City Hall & City Website)

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

- 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 – Investment and Treasurer’s Report, October 2019
2. Approval – Liquor License for Old Cedar County Jail on November 30, 2019
3. Approval – Claims Register which includes claims paid under current Purchase Policy

G. Public Hearing

H. Old Business

I. New Business

1. Discussion and possible motion regarding the possibility to add a 457 Plan to the benefits offered by the City of Tipton through AXA
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 (*second reading*)

3. Resolution No. 111819A: Resolution Designating a Water/Wastewater Superintendent and Making Changes to this Position and Affected Departments as Described Within
4. Discussion and possible motion concerning Chamber's Lighted Parade and Community Christmas Tree on November 30, 2019.
5. Discussion and possible motion concerning installing electrical outlets by five trees in parking area north of the Courthouse.
6. Discussion and possible motion concerning converting cold storage to heated at the lower shop.
7. Closed Session. Closed session pursuant to Iowa Code Chapter 21.5(1)(j) to discuss with counsel the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.
8. Discussion and possible motion concerning action to be taken as a result of the closed session.
9. Closed Session. Closed session pursuant to Iowa Code Chapter 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.
10. Discussion and possible motion concerning action to be taken as a result of the closed session.

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.

City of Tipton
MTD Treasurers Report
As of October 31, 2019

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	AIR NET CHANGE	M-T-D EXPENSES	AP CHANGE	ENDING CASH BALANCE	Y-T-D INVESTMENTS	BALANCE WITH INVESTMENTS	Ending Cash Bal			
									O/S Deposits	O/S Checks	Bank Balance	
001-GENERAL GOVERNMENT	-3,565.13	806,248.84	787.57	300,023.71	6,213.44	508,085.87	188,232.69	696,318.56	4,956,100.10	-3,682.62	98,711.55	5,051,129.03
002-COMMUNICATIONS - LOCAL AC	27,900.00	0	0	0	0	27,900.00	0	27,900.00				
110-ROAD USE TAX FUND	-21,262.40	40,208.46	385.26	46,762.68	0	-28,201.88	131,955.95	103,754.07				
112-TRUST AND AGENCY FUND	86,432.79	148,960.06	0	142,784.64	0	92,608.21	0	92,608.21				
119-Emergency Fund	3,565.22	10,794.75	0	10,478.36	0	3,881.61	0	3,881.61				
121-LOCAL OPTION TAX	410,249.83	24,444.77	0	133,376.11	0	301,318.49	0	301,318.49				
125-TIF SPECIAL REVENUE FUND	-84,020.85	52,380.05	0	48,433.01	0	-80,073.81	79,952.66	-121.15				
160-ECONOMIC/INDUSTRIAL DEVEL	637,418.33	1,299.10	0	10,000.00	0	628,717.43	13,250.92	641,968.35				
168-AQUATIC CENTER CAMPAIGN F	-576,279.12	0	0	0	0	-576,279.12	0	-576,279.12				
189-LIBRARY TRUST FUND	9,091.35	23.23	0	0	0	9,114.58	0	9,114.58				
190-P S SHARE FUND	31,492.75	402.21	0	0	0	31,894.96	0	31,894.96				
192-FIRE ENTERPRISE TRUST	63,394.73	20,758.67	0	30,900.00	0	53,253.40	0	53,253.40				
202-ELECTRIC REVENUE BONDS	225,005.93	68,764.41	0	0	0	293,770.34	0	293,770.34				
203-06 ELECTRIC SUBSTATION RE	503,601.50	76,243.04	0	0	0	579,844.54	0	579,844.54				
204-WATER REVENUE BOND RESERV	241,248.45	46,244.65	0	0	0	287,493.10	0	287,493.10				
205-GO FIRE TRUCK 2010	5,793.60	12,588.08	0	0	0	18,381.68	0	18,381.68				
206-1994 SE/WA DEBT SERV FUND	4,053.94	4.73	0	0	0	4,058.67	0	4,058.67				
208-WW/SEWER REVENUE BOND SIN	66,864.52	66,903.04	0	0	0	133,767.56	0	133,767.56				
210-GO ST IMPROVEMENT NOTES	8,181.02	0	0	0	0	8,181.02	0	8,181.02				
212-03 GO ST IMPROVE NOTES	14,227.63	0	0	0	0	14,227.63	0	14,227.63				
214-GO CP BONDS SERIES 2011A	-3,268.04	36,346.52	0	0	0	33,078.48	0	33,078.48				
216-GO CP BONDS SERIES 2011B	1,890.62	33,120.20	0	0	0	35,010.82	0	35,010.82				
218-GO CP BONDS SERIES 2011C	74,091.76	41,702.72	0	0	0	115,794.48	0	115,794.48				
220-GO BONDS 2013 DEBT SRVC	830.49	32,260.24	0	0	0	33,090.73	0	33,090.73				
222-GO BOND 2015 DEBT SERVICE	90,677.24	35,142.71	0	0	0	125,819.95	0	125,819.95				
224-GO BOND DEBT SERVICE	10,786.34	59,780.28	0	0	0	70,566.62	0	70,566.62				
300-GO ST IMPROVEMENT PROJECT	1,311.76	51.44	0	0	0	1,363.20	0	1,363.20				
303-WASTEWATER PROJECT	-79,654.08	16,736.14	0	0	0	-62,917.94	0	-62,917.94				
307-STREETScape PROJECT	42,737.11	0	0	0	0	42,737.11	0	42,737.11				
500-CEMETERY TRUST FUND	5,690.00	10	0	0	0	5,700.00	0	5,700.00				
600-WATER OPERATING	429,604.48	57,872.69	0	89,636.20	83.7	397,924.67	101,411.51	107,111.51				
610-WASTEWATER/AKA SEWER REVE	112,166.64	51,021.95	0	146,339.93	19,430.22	36,278.88	218,560.67	397,924.67				
630-ELECTRIC OPERATING	1,118,737.10	404,932.25	275.25	720,674.03	11,636.23	814,356.30	328,140.92	1,142,497.22				
631-ELECTRIC DEVELOPMENT	8,890.90	10.38	0	0	0	8,901.28	0	8,901.28				
632-ELECTRIC RENEWAL/REPLACEM	387,579.72	452.65	0	0	0	388,032.37	0	388,032.37				
633-ELECTRIC RESERVE	280,729.36	327.86	0	0	0	281,057.22	140,635.70	421,692.92				
634-ELECTRIC BOND/INT RESERVE	113,685.54	132.77	0	0	0	113,818.31	162,217.92	276,036.23				
640-GAS OPERATING	-102,611.65	42,602.08	0	66,468.49	5,669.29	-122,808.77	0	-122,808.77				
641-GAS D.E.I.	5,482.42	118.67	112.27	0	0	5,488.82	10,775.14	16,263.96				
642-GAS RESERVE	26,672.45	31.15	0	0	0	26,703.60	411,896.98	438,600.58				
660-AIRPORT OPERATING	-36,880.40	3,672.90	0	4,158.37	1,355.00	-36,010.87	0	-36,010.87				
670-GARAGE COLLECTION	48,071.63	49,416.90	0	55,310.55	16.5	42,194.48	0	42,194.48				
740-STORM WATER	145,175.57	8,598.69	0	10,779.70	0	142,994.56	0	142,994.56				
750-CEMETERY ENTERPRISE	-29,690.69	40	0	0	0	-29,650.69	0	-29,650.69				
810-CENTRAL GARAGE	-7,235.60	170,872.27	0	16,150.90	2,872.47	150,358.24	150,358.24	150,358.24				
820-PSF HEALTH INSURANCE	84,858.86	2,578.14	0	9,900.18	0	77,536.82	0	77,536.82				
830-CITY RESERVE FUND	-47,500.55	31,998.15	0	26,030.70	2,789.75	-40,743.35	0	-40,743.35				
860-PAYROLL ACCOUNT	1,305.48	0	0	0	0	1,305.48	0	1,305.48				
950-ELECTRIC METER DEPOSITS	87.94	1,621.61	110.5	645	0	954.05	10,773.37	11,727.42				
951-WATER METER DEPOSITS	1,352.24	1,292.86	0	190	0	2,455.10	0	2,455.10				
952-GAS METER DEPOSITS	7,628.52	2,896.69	0	505	0	10,020.21	0	10,020.21				
GRAND TOTAL	4,319,342.91	2,463,103.43	2,865.28	1,873,547.56	50,066.60	4,956,100.10	1,914,261.03	6,870,361.13				

CITY OF TIPTON
 FUND BALANCE REPORT
 AS OF: OCTOBER 31ST, 2019

	BEGINNING FUND BALANCE	YTD REVENUES	YTD EXPENSES	ENDING FUND BALANCE
001-GENERAL GOVERNMENT	388,581.95CR	1,079,526.08CR	1,110,512.10	357,595.93CR
002-COMMUNICATIONS - LOCAL AC	27,900.00CR	0.00	0.00	27,900.00CR
110-ROAD USE TAX FUND	532,515.85CR	167,552.95CR	596,314.73	103,754.07CR
112-TRUST AND AGENCY FUND	40,450.91CR	194,941.94CR	142,784.64	92,608.21CR
119-Emergency Fund	75.33CR	14,284.64CR	10,478.36	3,881.61CR
121-LOCAL OPTION TAX	374,502.46CR	96,871.16CR	170,055.13	301,318.49CR
125-TIF SPECIAL REVENUE FUND	55,587.24CR	83,296.60CR	139,004.99	121.15
160-ECONOMIC/INDUSTRIAL DEVEL	646,360.00CR	5,608.35CR	10,000.00	641,968.35CR
168-AQUATIC CENTER CAMPAIGN F	576,279.12	0.00	0.00	576,279.12
169-PARK TRUST	0.00	0.00	0.00	0.00
187-UNEMPLOYMENT TRUST	0.00	0.00	0.00	0.00
189-LIBRARY TRUST FUND	9,001.98CR	112.60CR	0.00	9,114.58CR
190-P S SHARE FUND	30,784.03CR	1,110.93CR	0.00	31,894.96CR
191-AMBULANCE TRUST	0.00	0.00	0.00	0.00
192-FIRE ENTERPRISE TRUST	48,236.59CR	35,916.81CR	30,900.00	53,253.40CR
195-CDBG FUNDS	0.00	0.00	0.00	0.00
200-ELECTRIC REVENUE BONDS 98	0.00	0.00	0.00	0.00
202-ELECTRIC REVENUE BONDS	224,080.35CR	69,689.99CR	0.00	293,770.34CR
203-06 ELECTRIC SUBSTATION RE	501,529.88CR	78,314.66CR	0.00	579,844.54CR
204-WATER REVENUE BOND RESERV	240,256.05CR	47,237.05CR	0.00	287,493.10CR
205-GO FIRE TRUCK 2010	5,769.77CR	12,611.91CR	0.00	18,381.68CR
206-1994 SE/WA DEBT SERV FUND	4,037.27CR	21.40CR	0.00	4,058.67CR
207-GO - FIRE STATION	0.00	0.00	0.00	0.00
208-WW/SEWER REVENUE BOND SIN	66,589.46CR	67,178.10CR	0.00	133,767.56CR
209-STREETSCAPE PROJECT	0.00	0.00	0.00	0.00
210-GO ST IMPROVEMENT NOTES	8,181.02CR	0.00	0.00	8,181.02CR
212-03 GO ST IMPROVE NOTES	14,227.63CR	0.00	0.00	14,227.63CR
214-GO CP BONDS SERIES 2011A	13,312.01	46,390.49CR	0.00	33,078.48CR
216-GO CP BONDS SERIES 2011B	1,882.84CR	33,127.98CR	0.00	35,010.82CR
218-GO CP BONDS SERIES 2011C	73,564.64CR	42,229.84CR	0.00	115,794.48CR
220-GO BONDS 2013 DEBT SRVC	827.07CR	32,263.66CR	0.00	33,090.73CR
222-GO BOND 2015 DEBT SERVICE	84,135.81CR	41,684.14CR	0.00	125,819.95CR
224-GO BOND DEBT SERVICE	6,752.45CR	63,814.17CR	0.00	70,566.62CR
300-GO ST IMPROVEMENT PROJECT	1,130.56CR	232.64CR	0.00	1,363.20CR
301-WATER TOWER PROJECT	0.00	0.00	0.00	0.00
302-WATER PROJECT WARRARNTS	0.00	0.00	0.00	0.00
303-WASTEWATER PROJECT	16,699.89	68,233.20CR	114,451.25	62,917.94
304-AQUATIC CENTER CP	0.00	0.00	0.00	0.00
305-GO ST IMPROVEMENT 08	0.00	0.00	0.00	0.00
306-69 KV SUBSTATION PROJECT	0.00	0.00	0.00	0.00
307-STREETSCAPE PROJECT	42,737.11CR	0.00	0.00	42,737.11CR
308-SKATE PARK PROJECT	0.00	0.00	0.00	0.00
310-NEW FIRE STATION	0.00	0.00	0.00	0.00
311-ADDTNL GENERATION PRJCT	0.00	0.00	0.00	0.00
312-PUBLIC WORKS BLDGS	0.00	0.00	0.00	0.00

CITY OF TIPTON
FUND BALANCE REPORT
AS OF: OCTOBER 31ST, 2019

	BEGINNING FUND BALANCE	YTD REVENUES	YTD EXPENSES	ENDING FUND BALANCE
314-WETLAND MITIGATION PRJCT	0.00	0.00	0.00	0.00
315-JKPCP CP	525,421.94CR	1,085.39CR	526,507.33	0.00
500-CEMETERY TRUST FUND	104,925.00CR	2,186.51CR	0.00	107,111.51CR
600-WATER OPERATING	360,530.67CR	238,002.70CR	200,692.43	397,840.94CR
610-WASTEWATER/AKA SEWER REVE	279,310.66CR	206,624.76CR	250,525.86	235,409.56CR
630-ELECTRIC OPERATING	1,454,646.41CR	1,579,368.73CR	1,903,302.72	1,130,712.42CR
631-ELECTRIC DEVELOPMENT	8,854.32CR	46.96CR	0.00	8,901.28CR
632-ELECTRIC RENEWAL/REPLACEM	385,985.38CR	2,046.99CR	0.00	388,032.37CR
633-ELECTRIC RESERVE	420,210.25CR	1,482.67CR	0.00	421,692.92CR
634-ELECTRIC BOND/INT RESERVE	273,177.95CR	2,858.28CR	0.00	276,036.23CR
640-GAS OPERATING	18,892.38	194,799.03CR	304,384.73	128,478.08
641-GAS D.E.I.	16,122.74CR	141.22CR	0.00	16,263.96CR
642-GAS RESERVE	438,459.70CR	140.88CR	0.00	438,600.58CR
660-AIRPORT OPERATING	12,998.67	14,565.48CR	38,932.68	37,365.87
670-GARBAGE COLLECTION	43,476.85CR	201,320.42CR	202,618.99	42,178.28CR
740-STORM WATER	127,639.79CR	35,091.39CR	19,736.62	142,994.56CR
750-CEMETERY ENTERPRISE	29,750.69	100.00CR	0.00	29,650.69
810-CENTRAL GARAGE	232,693.91CR	260,634.74CR	345,842.88	147,485.77CR
820-PSF HEALTH INSURANCE	80,658.18CR	29,677.93CR	32,799.29	77,536.82CR
830-CITY RESERVE FUND	88,007.83CR	1,194.43CR	0.00	89,202.26CR
835-ADMINISTRATIVE SERVICES	23,436.53	128,544.09CR	148,640.66	43,533.10
860-PAYROLL ACCOUNT	1,305.19CR	0.00	0.00	1,305.19CR
950-ELECTRIC METER DEPOSITS	10,080.81CR	4,706.61CR	3,060.00	11,727.42CR
951-WATER METER DEPOSITS	1,291.58CR	2,673.52CR	1,510.00	2,455.10CR
952-GAS METER DEPOSITS	7,462.13CR	5,148.08CR	2,590.00	10,020.21CR
999-POOLED CASH	0.00	0.00	0.00	0.00
GRAND TOTAL FUND BALANCE	7,598,590.25CR	5,194,692.10CR	6,305,645.39	6,487,636.96CR

*** END OF REPORT ***

CITY OF TIPTON
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2019

% OF YEAR COMPLETED: 33.33

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>189-LIBRARY TRUST FUND</u>							
TOTAL REVENUE	500.00	134.12	500.00	23.23	112.60	387.40	22.52
TOTAL EXPENDITURES	<u>500.00</u>	<u>0.00</u>	<u>500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	134.12	0.00	23.23	112.60 (	112.60)	0.00
<u>190-P S SHARE FUND</u>							
TOTAL REVENUE	2,844.00	992.86	2,000.00	402.21	1,110.93	889.07	55.55
TOTAL EXPENDITURES	<u>2,844.00</u>	<u>0.00</u>	<u>2,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,000.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	992.86	0.00	402.21	1,110.93 (	1,110.93)	0.00
<u>192-FIRE ENTERPRISE TRUST</u>							
TOTAL REVENUE	88,169.00	30,629.92	93,548.53	20,758.67	35,916.81	57,631.72	38.39
TOTAL EXPENDITURES	<u>89,169.00</u>	<u>20,772.72</u>	<u>93,549.00</u>	<u>30,900.00</u>	<u>30,900.00</u>	<u>62,649.00</u>	<u>33.03</u>
REVENUES OVER/(UNDER) EXPENDITURES	(1,000.00)	9,857.20 (	0.47) (	10,141.33)	5,016.81 (	5,017.28)	7,406.38-
<u>202-ELECTRIC REVENUE BONDS</u>							
TOTAL REVENUE	204,428.00	69,446.22	205,265.00	68,764.41	69,689.99	135,575.01	33.95
TOTAL EXPENDITURES	<u>204,428.00</u>	<u>0.00</u>	<u>205,265.00</u>	<u>0.00</u>	<u>0.00</u>	<u>205,265.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	69,446.22	0.00	68,764.41	69,689.99 (	69,689.99)	0.00
<u>203-06 ELECTRIC SUBSTATION RE</u>							
TOTAL REVENUE	225,200.00	77,884.09	226,700.00	76,243.04	78,314.66	148,385.34	34.55
TOTAL EXPENDITURES	<u>225,200.00</u>	<u>0.00</u>	<u>226,700.00</u>	<u>0.00</u>	<u>0.00</u>	<u>226,700.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	77,884.09	0.00	76,243.04	78,314.66 (	78,314.66)	0.00
<u>204-WATER REVENUE BOND RESERV</u>							
TOTAL REVENUE	144,757.00	49,617.46	137,728.00	46,244.65	47,237.05	90,490.95	34.30
TOTAL EXPENDITURES	<u>144,757.00</u>	<u>0.00</u>	<u>137,728.00</u>	<u>0.00</u>	<u>0.00</u>	<u>137,728.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	49,617.46	0.00	46,244.65	47,237.05 (	47,237.05)	0.00
<u>205-GO FIRE TRUCK 2010</u>							
TOTAL REVENUE	38,318.00	12,476.46	37,700.00	12,588.08	12,611.91	25,088.09	33.45
TOTAL EXPENDITURES	<u>38,318.00</u>	<u>0.00</u>	<u>37,700.00</u>	<u>0.00</u>	<u>0.00</u>	<u>37,700.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	12,476.46	0.00	12,588.08	12,611.91 (	12,611.91)	0.00
<u>206-1994 SE/WA DEBT SERV FUND</u>							
TOTAL REVENUE	0.00	11.10	0.00	4.73	21.40 (	21.40)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	11.10	0.00	4.73	21.40 (	21.40)	0.00
<u>208-WW/SEWER REVENUE BOND SIN</u>							
TOTAL REVENUE	198,760.00	900.79	200,241.00	66,903.04	67,178.10	133,062.90	33.55
TOTAL EXPENDITURES	<u>198,760.00</u>	<u>0.00</u>	<u>200,241.00</u>	<u>0.00</u>	<u>0.00</u>	<u>200,241.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	900.79	0.00	66,903.04	67,178.10 (	67,178.10)	0.00

CITY OF TIPTON
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2019

% OF YEAR COMPLETED: 33.33

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>14-GO CP BONDS SERIES 2011A</u>							
TOTAL REVENUE	213,790.00	44,881.89	214,165.00	36,346.52	46,390.49	167,774.51	21.66
TOTAL EXPENDITURES	<u>213,790.00</u>	<u>0.00</u>	<u>214,165.00</u>	<u>0.00</u>	<u>0.00</u>	<u>214,165.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	44,881.89	0.00	36,346.52	46,390.49 (	46,390.49)	0.00
<u>16-GO CP BONDS SERIES 2011B</u>							
TOTAL REVENUE	111,338.00	37,171.27	99,238.00	33,120.20	33,127.98	66,110.02	33.38
TOTAL EXPENDITURES	<u>111,338.00</u>	<u>0.00</u>	<u>99,238.00</u>	<u>0.00</u>	<u>0.00</u>	<u>99,238.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	37,171.27	0.00	33,120.20	33,127.98 (	33,127.98)	0.00
<u>18-GO CP BONDS SERIES 2011C</u>							
TOTAL REVENUE	262,440.00	93,196.03	115,580.00	41,702.72	42,229.84	73,350.16	36.54
TOTAL EXPENDITURES	<u>262,440.00</u>	<u>0.00</u>	<u>115,580.00</u>	<u>0.00</u>	<u>0.00</u>	<u>115,580.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	93,196.03	0.00	41,702.72	42,229.84 (	42,229.84)	0.00
<u>20-GO BONDS 2013 DEBT SRVC</u>							
TOTAL REVENUE	92,728.00	30,954.67	96,665.00	32,260.24	32,263.66	64,401.34	33.38
TOTAL EXPENDITURES	<u>92,728.00</u>	<u>0.00</u>	<u>96,665.00</u>	<u>0.00</u>	<u>0.00</u>	<u>96,665.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	30,954.67	0.00	32,260.24	32,263.66 (	32,263.66)	0.00
<u>22-GO BOND 2015 DEBT SERVICE</u>							
TOTAL REVENUE	109,313.00	48,321.15	108,175.00	35,142.71	41,684.14	66,490.86	38.53
TOTAL EXPENDITURES	<u>104,875.00</u>	<u>0.00</u>	<u>108,175.00</u>	<u>0.00</u>	<u>0.00</u>	<u>108,175.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	4,438.00	48,321.15	0.00	35,142.71	41,684.14 (	41,684.14)	0.00
<u>24-GO BOND DEBT SERVICE</u>							
TOTAL REVENUE	48,466.00	4,217.54	176,103.00	59,780.28	63,814.17	112,288.83	36.24
TOTAL EXPENDITURES	<u>48,466.00</u>	<u>0.00</u>	<u>176,102.50</u>	<u>0.00</u>	<u>0.00</u>	<u>176,102.50</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	4,217.54	0.50	59,780.28	63,814.17 (	63,813.67)	2,834.00
<u>00-GO ST IMPROVEMENT PROJECT</u>							
TOTAL REVENUE	0.00	509.94	0.00	51.44	232.64 (	232.64)	0.00
TOTAL EXPENDITURES	<u>0.00</u>	<u>1,352,469.84</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	1,351,959.90)	0.00	51.44	232.64 (	232.64)	0.00
<u>03-WASTEWATER PROJECT</u>							
TOTAL REVENUE	25,554.00	0.00	0.00	16,736.14	68,233.20 (	68,233.20)	0.00
TOTAL EXPENDITURES	<u>25,554.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>114,451.25 (</u>	<u>114,451.25)</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	16,736.14 (	46,218.05)	46,218.05	0.00
<u>15-JKFAC CP</u>							
TOTAL REVENUE	223,830.00	3,094.38	5,000.00	0.00	1,085.39	3,914.61	21.71
TOTAL EXPENDITURES	<u>223,830.00</u>	<u>76,979.50</u>	<u>530,000.00</u>	<u>0.00</u>	<u>526,507.33</u>	<u>3,492.67</u>	<u>99.34</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	73,885.12)	(525,000.00)	0.00 (	525,421.94)	421.94	100.08

CITY OF TIPTON
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)
 AS OF: OCTOBER 31ST, 2019

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	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
500-CEMETERY TRUST FUND							
TOTAL REVENUE	1,500.00	1,370.00	1,500.00	10.00	2,186.51 (	686.51)	145.77
TOTAL EXPENDITURES	<u>1,500.00</u>	<u>0.00</u>	<u>1,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,500.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,370.00	0.00	10.00	2,186.51 (	2,186.51)	0.00
600-WATER OPERATING							
TOTAL REVENUE	719,746.00	245,299.38	672,600.00	57,872.69	238,002.70	434,597.30	35.39
TOTAL EXPENDITURES	<u>719,746.00</u>	<u>210,426.72</u>	<u>672,600.00</u>	<u>89,636.20</u>	<u>200,692.43</u>	<u>471,907.57</u>	<u>29.84</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	34,872.66	0.00	(31,763.51)	37,310.27 (	37,310.27)	0.00
610-WASTEWATER/AKA SEWER REVE							
TOTAL REVENUE	1,053,394.00	212,320.75	605,616.00	51,021.95	206,624.76	398,991.24	34.12
TOTAL EXPENDITURES	<u>1,053,394.00</u>	<u>132,578.40</u>	<u>645,616.00</u>	<u>146,339.93</u>	<u>250,525.86</u>	<u>395,090.14</u>	<u>38.80</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	79,742.35	(40,000.00)	(95,317.98)	(43,901.10)	3,901.10	109.75
630-ELECTRIC OPERATING							
TOTAL REVENUE	4,622,590.68	1,608,191.10	4,393,667.97	404,932.25	1,579,368.73	2,814,299.24	35.95
TOTAL EXPENDITURES	<u>4,622,590.62</u>	<u>1,863,728.66</u>	<u>4,632,481.53</u>	<u>720,674.03</u>	<u>1,903,302.72</u>	<u>2,729,178.81</u>	<u>41.09</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.06 (	255,537.56)	(238,813.56)	(315,741.78)	(323,933.99)	85,120.43	135.64
631-ELECTRIC DEVELOPMENT							
TOTAL REVENUE	<u>0.00</u>	<u>48.00</u>	<u>0.00</u>	<u>10.38</u>	<u>46.96</u>	<u>46.96</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	48.00	0.00	10.38	46.96 (	46.96)	0.00
632-ELECTRIC RENEWAL/REPLACEM							
TOTAL REVENUE	<u>0.00</u>	<u>2,092.36</u>	<u>0.00</u>	<u>452.65</u>	<u>2,046.99</u>	<u>2,046.99</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	2,092.36	0.00	452.65	2,046.99 (	2,046.99)	0.00
633-ELECTRIC RESERVE							
TOTAL REVENUE	<u>0.00</u>	<u>1,791.58</u>	<u>0.00</u>	<u>327.86</u>	<u>1,482.67</u>	<u>1,482.67</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,791.58	0.00	327.86	1,482.67 (	1,482.67)	0.00
634-ELECTRIC BOND/INT RESERVE							
TOTAL REVENUE	<u>0.00</u>	<u>932.29</u>	<u>0.00</u>	<u>132.77</u>	<u>2,858.28</u>	<u>2,858.28</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	932.29	0.00	132.77	2,858.28 (	2,858.28)	0.00
640-GAS OPERATING							
TOTAL REVENUE	1,972,461.00	164,202.73	1,904,864.00	42,602.08	194,799.03	1,710,064.97	10.23
TOTAL EXPENDITURES	<u>1,972,460.85</u>	<u>386,656.51</u>	<u>1,938,364.18</u>	<u>68,468.49</u>	<u>304,384.73</u>	<u>1,633,979.45</u>	<u>15.70</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.15 (222,453.78)	(33,500.18)	(25,866.41)	(109,585.70)	76,085.52	327.12

CITY OF TIPTON
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<u>41-GAS D.E.I.</u>							
TOTAL REVENUE	0.00	50.72	0.00	118.67	141.22 (141.22)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	50.72	0.00	118.67	141.22 (141.22)	0.00
<u>42-GAS RESERVE</u>							
TOTAL REVENUE	0.00	577.13	0.00	31.15	140.88 (	140.88)	0.00
TOTAL EXPENDITURES	46,114.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(46,114.00)	577.13	0.00	31.15	140.88 (	140.88)	0.00
<u>60-AIRPORT OPERATING</u>							
TOTAL REVENUE	219,142.35	21,971.26	310,085.54	3,672.90	14,565.48	295,520.06	4.70
TOTAL EXPENDITURES	219,142.00	40,138.23	364,085.54	4,158.37	38,932.68	325,152.86	10.69
REVENUES OVER/(UNDER) EXPENDITURES	0.35 (	18,166.97) (	54,000.00) (	485.47) (	24,367.20) (	29,632.80)	45.12
<u>70-GARBAGE COLLECTION</u>							
TOTAL REVENUE	536,730.00	179,385.43	535,825.00	49,416.90	201,320.42	334,504.58	37.57
TOTAL EXPENDITURES	536,730.00	219,909.03	535,825.00	55,310.55	202,618.99	333,206.01	37.81
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	40,523.60)	0.00 (	5,893.65) (	1,298.57)	1,298.57	0.00
<u>40-STORM WATER</u>							
TOTAL REVENUE	104,585.00	34,609.19	103,600.00	8,598.69	35,091.39	68,508.61	33.87
TOTAL EXPENDITURES	104,585.00	61,367.12	132,600.00	10,779.70	19,736.62	112,863.38	14.88
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	26,757.93) (	29,000.00) (	2,181.01)	15,354.77 (	44,354.77)	52.95-
<u>50-CEMETERY ENTERPRISE</u>							
TOTAL REVENUE	0.00	0.00	0.00	40.00	100.00 (	100.00)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	40.00	100.00 (	100.00)	0.00
<u>10-CENTRAL GARAGE</u>							
TOTAL REVENUE	470,663.23	108,547.92	380,942.61	170,872.27	260,634.74	120,307.87	68.42
TOTAL EXPENDITURES	470,663.00	104,780.75	515,278.00	16,150.90	345,842.88	169,435.12	67.12
REVENUES OVER/(UNDER) EXPENDITURES	0.23	3,767.17 (	134,335.39)	154,721.37 (	85,208.14 (	49,127.25)	63.43
<u>20-PSF HEALTH INSURANCE</u>							
TOTAL REVENUE	104,055.00	18,769.64	97,308.00	2,578.14	29,677.93	67,630.07	30.50
TOTAL EXPENDITURES	104,055.00	25,285.94	97,308.00	9,900.18	32,799.29	64,508.71	33.71
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	6,516.30)	0.00 (	7,322.04) (	3,121.36)	3,121.36	0.00
<u>30-CITY RESERVE FUND</u>							
TOTAL REVENUE	0.00	228.30	0.00	1,194.43	1,194.43 (	1,194.43)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	228.30	0.00	1,194.43	1,194.43 (1,194.43)	0.00

CITY OF TIPTON
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<u>835-ADMINISTRATIVE SERVICES</u>							
TOTAL REVENUE	376,248.00	97,688.06	386,423.00	31,998.15	128,544.09	257,878.91	33.27
TOTAL EXPENDITURES	<u>376,248.00</u>	<u>142,156.68</u>	<u>386,423.00</u>	<u>28,030.70</u>	<u>148,640.66</u>	<u>237,782.34</u>	<u>38.47</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(44,468.62)	0.00	3,967.45	(20,096.57)	20,096.57	0.00
<u>860-PAYROLL ACCOUNT</u>							
<u>950-ELECTRIC METER DEPOSITS</u>							
TOTAL REVENUE	15,021.00	3,736.12	9,500.00	1,621.61	4,706.61	4,793.39	49.54
TOTAL EXPENDITURES	<u>15,021.00</u>	<u>2,685.00</u>	<u>9,500.00</u>	<u>645.00</u>	<u>3,060.00</u>	<u>6,440.00</u>	<u>32.21</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,051.12	0.00	976.61	1,646.61	(1,646.61)	0.00
<u>951-WATER METER DEPOSITS</u>							
TOTAL REVENUE	5,011.00	1,674.54	5,000.00	1,292.86	2,673.52	2,326.48	53.47
TOTAL EXPENDITURES	<u>5,011.00</u>	<u>1,070.00</u>	<u>5,000.00</u>	<u>190.00</u>	<u>1,510.00</u>	<u>3,490.00</u>	<u>30.20</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	604.54	0.00	1,102.86	1,163.52	(1,163.52)	0.00
<u>952-GAS METER DEPOSITS</u>							
TOTAL REVENUE	9,179.00	2,089.60	9,100.00	2,896.69	5,148.08	3,951.92	56.57
TOTAL EXPENDITURES	<u>9,179.00</u>	<u>1,715.00</u>	<u>9,100.00</u>	<u>505.00</u>	<u>2,590.00</u>	<u>6,510.00</u>	<u>28.46</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	374.60	0.00	2,391.69	2,558.08	(2,558.08)	0.00
GRAND TOTAL REVENUES	16,447,233.45	4,677,871.16	15,587,042.96	2,463,103.43	5,194,692.10	10,392,350.86	33.33
GRAND TOTAL EXPENDITURES	<u>16,512,300.72</u>	<u>5,977,857.69</u>	<u>16,881,070.48</u>	<u>1,873,547.56</u>	<u>6,305,645.39</u>	<u>(10,575,425.09)</u>	<u>37.35</u>
REVENUES OVER/(UNDER) EXPENDITURES	(65,067.27)	(1,299,986.53)	(1,294,027.52)	589,555.87	(1,110,953.29)	(183,074.23)	85.85

*** END OF REPORT ***

Amy Lenz

From: Licensing@IowaABD.com
Sent: Friday, November 15, 2019 1:34 AM
To: Amy Lenz
Cc: Licensing@IowaABD.com
Subject: Liquor License Submitted to Local Authority

Insurance coverage/bond certification has been completed for the following application(s). The application(s) is awaiting local authority review. After local authority approval, the application will be submitted to the Iowa Alcoholic Beverages Division for review.

License #	License Status	Business Name
	Submitted to Local Authority	Old Cedar County Jail (118 W 4th St Tipton Iowa, 52772)

Please do not respond to this email.

To check the status of your application follow these steps:

1. Click <https://elicensing.iowaabd.com>
2. Log in to your eLicensing account
3. After reading the 'Beginning April 1st' statement, click ok
4. Click the View Completed Applications link to see your status

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT			
POLICE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	933.92			
			MEDICARE WITHOLDING	174.37			
			MEDICARE WITHOLDING	6.53			
			MEDICARE WITHOLDING	10.27			
			MEDICARE WITHOLDING	10.00			
			MEDICARE WITHOLDING	13.26			
			MEDICARE WITHOLDING	2.86			
			MEDICARE WITHOLDING	1.13			
			AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	50.00		
			MISC. VENDOR MATT JENNINGS	MATT JENNINGS:MISC RMBRMSM	20.00		
			FRIENDS OF THE ANIMALS	6 CATS, 1 DOG	375.00		
			INTEGRATED TECHNOLOGY PARTNERS LLC	BACKUP SUPPORT/CLOUD SRVCS	38.64		
				WATCHGUARD SECURITY	14.27		
				07/15 Managed network srvc	770.00		
			IPERS	IPERS WITHOLDING POLICE	1,520.60		
			PRINCIPAL	PRINCIPAL DENTAL POLICY	150.85		
			VERIZON WIRELESS	Cell, Data service	269.14		
			CITY UTILITIES	City Hall	3.60		
				TOTAL:	4,364.44		
		FIRE DEPARTMENT	GENERAL GOVERNMENT I.R.S.		FICA WITHOLDING	55.21	
					MEDICARE WITHOLDING	11.78	
					MEDICARE WITHOLDING	1.16	
	AUREON COMMUNICATIONS			PHONE, INTERNET, CIRCUIT	50.00		
	DINGES FIRE COMPANY			GLOBE G-XCEL STRUCTURAL PP	10,669.07		
	D & R PEST CONTROL			PEST CONTROL	25.00		
	HANKEYE FIRE AND SAFETY			BLDG MAINT SERVICE	502.20		
	INTEGRATED TECHNOLOGY PARTNERS LLC			BACKUP SUPPORT/CLOUD SRVCS	20.38		
				WATCHGUARD SECURITY	8.16		
				07/15 Managed network srvc	140.00		
	IPERS			IPERS WITHOLDING, FIRE	56.45		
	KELTEK INCORPORATED			BEAM LIGHTS, HEADLIGHTS	511.86		
	LECTRONICS INC			ALARM SERVICE	30.00		
	TIPTON CONSERVATIVE			SELLING BOAT	31.60		
	CITY UTILITIES			FIRE STATION	511.73		
				FIRE STATION	64.36		
				TOTAL:	12,688.96		
AMBULANCE	GENERAL GOVERNMENT I.R.S.				FICA WITHOLDING	467.57	
					MEDICARE WITHOLDING	26.40	
					MEDICARE WITHOLDING	82.98	
					AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	50.00
					ASSOCIATED PRECISION LABS INC	FLUKE IDA CALIBRATION	183.00
			BENNETT AMBULANCE SERVICE	ALS INTERCEPT	150.00		
			BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	78.74-		
				MEDICAL SUPPLIES	224.94		
			MISC. VENDOR KEVIN KOOB	KEVIN KOOB:BLDG MAINT SUPP	8.54		
			INTEGRATED TECHNOLOGY PARTNERS LLC	BACKUP SUPPORT/CLOUD SRVCS	20.38		
				WATCHGUARD SECURITY	8.16		
				07/15 Managed network srvc	140.00		
			IPERS	IPERS REGULAR EMPLOYEES	85.50		
				IPERS WITHOLDING EMT	673.41		
			JOHNSON COUNTY AMBULANCE SERVICE	ALS INTERCEPT	200.00		
				ALS INTERCEPT	200.00		
			PRAXAIR DISTRIBUTION INC	OXYGEN	330.58		
			PRINCIPAL	PRINCIPAL DENTAL POLICY	30.17		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		COMPANION CORPORATION	SUBSCRIPTION RENEWAL	799.00
		FAMILY FOODS	PROGRAM SUPPLIES	21.21
		GRASSHOPPER LAWN CARE DBA ALL STAR TUR	MONTHLY SERVICES	341.67
		IPERS	IPERS REGULAR EMPLOYEES	377.76
		THE PENWORTHY COMPANY LLC	10 BOOKS	182.53
		PENGUIN RANDOM HOUSE LLC	1 BOOK ON CD	37.50
		SCHUMACHER ELEVATOR COMPANY	MONTHLY MAINTENANCE	228.43
		TOTAL MAINTENANCE INC	NOVEMBER SERVICE	483.00
		DIANE WALLICK	PROGRAM SUPPLIES	38.25
		CITY UTILITIES	LIBRARY	465.60
			TOTAL:	4,011.45
PARK	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	7.35
			MEDICARE WITHOLDING	1.38
			MEDICARE WITHOLDING	0.34
		CEDAR COUNTY CO-OP	1170.21 GL FUEL	230.30
		IPERS	IPERS REGULAR EMPLOYEES	11.69
		PRINCIPAL	PRINCIPAL DENTAL POLICY	1.51
		SPAHN & ROSE LUMBER CO	BLDG MAINT SUPPLIES	16.88
			BLDG MAINT SUPPLIES	45.20
		VERIZON WIRELESS	Cell, Data service	42.84
		CITY UTILITIES	PARK ELECTRIC	221.04
			PARK WATER	188.59
			TOTAL:	767.12
RECREATION DEPARTMENT	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	55.32
			MEDICARE WITHOLDING	11.65
			MEDICARE WITHOLDING	1.29
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	47.44
		IPERS	IPERS REGULAR EMPLOYEES	89.58
		PRINCIPAL	PRINCIPAL DENTAL POLICY	15.09
		VERIZON WIRELESS	Cell, Data service	26.44
			TOTAL:	246.81
ADULT RECREATION	GENERAL GOVERNMENT	MISC. VENDOR	KEITH LEHRMAN	100.00
			KEITH LEHRMAN:MENS BB REF	100.00
			RODNEY DEERBERG:MENS BB RE	100.00
			TOTAL:	200.00
FAMILY AQUATIC CENTER	GENERAL GOVERNMENT	I.R.S.	FICA WITHOLDING	252.67
			MEDICARE WITHOLDING	27.22
			MEDICARE WITHOLDING	30.20
			MEDICARE WITHOLDING	1.29
			MEDICARE WITHOLDING	0.39
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	47.44
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	165.41
		BARTON SOLVENTS INC	CHEMICALS	766.80
		CEDAR COUNTY ENVIRONMENTAL & ZONING DE	POOL INSPECTION	979.00
		CLARENCE LOWDEN SUN-NEWS & ADVERTISER	FAC SCHEDULE	353.80
		CUSTOM BUILDERS INC	UPS CHARGES	79.63
		D & R PEST CONTROL	PEST CONTROL	45.00
		INTEGRATED TECHNOLOGY PARTNERS LLC	BACKUP SUPPORT/CLOUD SRVCS	20.38
			WATCHGUARD SECURITY	8.16
			07/15 Managed network srvc	140.00
		IPERS	IPERS REGULAR EMPLOYEES	282.71
		ELECTRONICS INC	ALARM SERVICE	30.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	45.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITY UTILITIES	TRAFFIC LIGHTS	35.42
			TOTAL:	46.91
SNOW AND ICE REMOVAL	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	59.27
			MEDICARE WITHOLDING	12.09
			MEDICARE WITHOLDING	0.30
			MEDICARE WITHOLDING	0.26
			MEDICARE WITHOLDING	0.99
			MEDICARE WITHOLDING	0.24
		IPERS	IPERS REGULAR EMPLOYEES	94.79
		PRINCIPAL	PRINCIPAL DENTAL POLICY	13.88
			TOTAL:	181.82
STREET CLEANING	ROAD USE TAX FUND	I.R.S.	FICA WITHOLDING	14.88
			MEDICARE WITHOLDING	3.48
		IPERS	IPERS REGULAR EMPLOYEES	22.66
			TOTAL:	41.02
OTHER COMM & ECO DEV	TIF SPECIAL REVENUE	MISC. VENDOR ZACH PEDERSEN	ZACH PEDERSEN:TRIP RMBRMSM	6,500.00
			TOTAL:	6,500.00
WATER DISTRIBUTION	WATER OPERATING	I.R.S.	FICA WITHOLDING	277.98
			MEDICARE WITHOLDING	54.96
			MEDICARE WITHOLDING	1.04
			MEDICARE WITHOLDING	0.77
			MEDICARE WITHOLDING	4.53
			MEDICARE WITHOLDING	3.72
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	50.00
		CINTAS LOC	UNIFORMS	7.64
			UNIFORMS	7.64
		CINTAS CORPORATION	FIRST AID SUPPLIES	41.09
		HAWKINS INC	CHEMICALS	834.13
		INTEGRATED TECHNOLOGY PARTNERS LLC	BACKUP SUPPORT/CLOUD SRVCS	52.49
			WATCHGUARD SECURITY	20.39
		IPERS	IPERS REGULAR EMPLOYEES	443.19
		KLUESNER CONSTRUCTION INC	STREET PATCHING	400.00
		MUNICIPAL SUPPLY INC	OPERATING SUPPLIES	55.57
		PRINCIPAL	PRINCIPAL DENTAL POLICY	55.51
		TIPTON CONSERVATIVE	FAC, LEAF PU, ZONING, MINUTES	28.70
		VERIZON WIRELESS	Cell, Data service	158.64
		CITY UTILITIES	City Hall	3.60
			NORTH WELL	528.34
			SOUTH WELL	639.97
			WATER PLANT	1,002.61
			TOTAL:	4,672.51
WATER BILL/COLLECT	WATER OPERATING	I.R.S.	FICA WITHOLDING	66.27
			MEDICARE WITHOLDING	13.15
			MEDICARE WITHOLDING	0.03
			MEDICARE WITHOLDING	2.18
			MEDICARE WITHOLDING	0.14
		IPERS	IPERS REGULAR EMPLOYEES	108.17
		PRINCIPAL	PRINCIPAL DENTAL POLICY	21.12
			TOTAL:	211.06
WASTEWATER/AKA SEWER	WASTEWATER/AKA SEW	I.R.S.	FICA WITHOLDING	268.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CINTAS CORPORATION	FIRST AID SUPPLIES	90.40
		CYPRESS ENGINE ACCESSORIES, LLC	ENGINE REPAIRS	487.51
		D & R PEST CONTROL	PEST CONTROL	29.96
			PEST CONTROL	31.03
		IPERS	IPERS REGULAR EMPLOYEES	157.36
		PRINCIPAL	PRINCIPAL DENTAL POLICY	20.38
		SENECA COMPANIES	ENGINE REPAIRS	1,693.14
		CITY UTILITIES	BOILER	308.54
			ENGINE 1	15.00
			ENGINE 2	15.00
			POWER PLANT I	1,128.79
			POWER PLANT II	708.71
			POWER PLANT II	30.00
			TOTAL:	4,839.36
ELECTRIC BILL/COLLECT	ELECTRIC OPERATING	I.R.S.	FICA WITHOLDING	132.05
			MEDICARE WITHOLDING	25.92
			MEDICARE WITHOLDING	2.64
			MEDICARE WITHOLDING	2.18
			MEDICARE WITHOLDING	0.14
		IPERS	IPERS REGULAR EMPLOYEES	212.35
		PRINCIPAL	PRINCIPAL DENTAL POLICY	32.10
			TOTAL:	407.38
LOUISA GENERATING STAT	ELECTRIC OPERATING	MIDAMERICAN ENERGY COMPANY	Est cash request	147.56
			Est cash request	244.52
			Est cash request	4.22
			Est cash request	25.30
			TOTAL:	421.60
GAS DISTRIBUTION	GAS OPERATING	I.R.S.	FICA WITHOLDING	424.46
			MEDICARE WITHOLDING	83.09
			MEDICARE WITHOLDING	0.32
			MEDICARE WITHOLDING	0.25
			MEDICARE WITHOLDING	7.12
			MEDICARE WITHOLDING	8.24
			MEDICARE WITHOLDING	0.27
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	50.00
		CJ COOPER & ASSOCIATES INC	RANDOM SCREENINGS	70.00
		CINTAS LOC	UNIFORMS, SHOP TOWELS, MAT	44.47
		MISC. VENDOR US BANK	US BANK:NATURAL GAS CHARGE	30,854.30
		INTEGRATED TECHNOLOGY PARTNERS LLC	BACKUP SUPPORT/CLOUD SRVCS	20.38
			WATCHGUARD SECURITY	8.16
			07/15 Managed network srvc	140.00
		IPERS	IPERS REGULAR EMPLOYEES	663.63
		NILES CHIROPRACTIC	RANDOM SCREENINGS	50.00
		PRINCIPAL	PRINCIPAL DENTAL POLICY	48.93
		VERIZON WIRELESS	Cell, Data service	52.88
		CITY UTILITIES	City Hall	4.50
			EL & GAS BLDG	124.41
			BORDER STATION	28.85
			TOTAL:	32,684.26
GAS BILL/COLLECT	GAS OPERATING	I.R.S.	FICA WITHOLDING	79.05
			MEDICARE WITHOLDING	15.54
			MEDICARE WITHOLDING	0.63

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	50.00
		M3 AUTO PARTS	SHOP TOOLS	13.04
			REPAIR PARTS	88.36
		CEDAR COUNTY CO-OP	1170.21 GL FUEL	2,916.81
			FUEL DISCOUNT	24.93-
		CEDAR COUNTY ENGINEER	59.4 GL DSL	125.93
			129.3 GL DSL	274.12
			891.9 GL DSL	1,890.83
		CINTAS LOC	UNIFORMS	8.04
			UNIFORMS	8.04
			SHOP SUPPLIES	44.94
		CINTAS CORPORATION	FIRST AID SUPPLIES	92.24
		INTEGRATED TECHNOLOGY PARTNERS LLC	BACKUP SUPPORT/CLOUD SRVCS	55.19
			WATCHGUARD SECURITY	22.43
			07/15 Managed network srvc	210.00
		IWI MOTOR PARTS - 7	REPAIR PARTS #3	29.81
		IPERS	IPERS REGULAR EMPLOYEES	99.94
		KUNDE OUTDOOR EQUIPMENT	REPAIR PARTS #105	22.32
		O'ROURKE MOTORS INC	REPAIRS #67	1,467.20
			REPAIRS #52	3,556.28
		PRINCIPAL	PRINCIPAL DENTAL POLICY	15.09
		THOMPSON TRUCK & TRAILER	SHOP SUPPLIES	44.94
		TIPTON PHARMACY	PHARMACEUTICALS	439.80
		VERIZON WIRELESS	Cell, Data service	267.60
		VERMEER SALES & SERVICE INC	PARTS #102	97.09
		CITY UTILITIES	124 W SOUTH ST	216.74
			124 W SOUTH ST	30.00
			815 W SOUTH ST	36.94
			815 W SOUTH ST	56.51
			TOTAL:	12,231.75
			FICA WITHOLDING	89.58
			MEDICARE WITHOLDING	13.62
			MEDICARE WITHOLDING	1.05
			MEDICARE WITHOLDING	6.29
		ACCESS SYSTEMS LEASING	COPIER AGREEMENT	1,227.10
		AUREON COMMUNICATIONS	PHONE, INTERNET, CIRCUIT	567.54
		OFFICE OF AUDITOR OF STATE	2019 AUDIT FILING FEE	625.00
		INTEGRATED TECHNOLOGY PARTNERS LLC	BACKUP SUPPORT/CLOUD SRVCS	117.10
			WATCHGUARD SECURITY	46.90
			07/15 Managed network srvc	560.00
		IPERS	IPERS REGULAR EMPLOYEES	143.50
		MAILFINANCE	POSTAGE MACHINE LEASE	846.78
		PRINCIPAL	PRINCIPAL DENTAL POLICY	29.26
		SMARTSOURCE CONSULTING	PHASE 1 SECOND HALF	2,825.00
			PHASE 2 50%	9,500.00
		SPEER FINANCIAL INC	SERVICES RELATING TO BONDS	200.00
		TIPTON CONSERVATIVE	FAC, LEAF PU, ZONING, MINUTES	468.38
		VERIZON WIRELESS	Cell, Data service	584.48
			TOTAL:	17,851.58
ION-DEPARTMENTAL	PAYROLL ACCOUNT	I.R.S.	FEDERAL WITHOLDING	6,867.90
			FICA WITHOLDING	5,069.20
			MEDICARE WITHOLDING	1,185.65
		AFLAC	AFLAC AFTER TAX PY W/HOLDI	214.67
			AFLAC PY PRETAX WITHOLDING	347.42

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-TIPTON, IA
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 11/06/2019 THRU 11/18/2019
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

PAYROLL SELECTION

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

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO



Personal Income BenefitSM

frequently asked questions

Putting your employees on the path to retirement certainty

The Personal Income BenefitSM (PIB) is a “pension-like” plan feature that provides employees guaranteed withdrawal payments for life. Designed to help address concerns about inflation, market fluctuations and the possibility of outliving savings, the Personal Income BenefitSM is available as an investment option within Retirement Gateway[®] group variable annuity.

Personal Income BenefitSM information

1 Why should this benefit be included in a retirement plan?

Providing the Personal Income BenefitSM helps differentiate a company's benefit offering. There's no extra cost to the plan sponsor (employees pay an additional fee for the benefit) and no extra recordkeeping for the plan administrator. The PIB AXA Balanced Strategy portfolio can be added to a plan's investment lineup, providing access to the Personal Income BenefitSM to address the need for guaranteed income payments.

Why do employees need this type of benefit?

2 As employees near retirement, they will begin thinking about how to turn their retirement assets into a stream of predictable income payments. With the Personal Income BenefitSM, they can have guaranteed “pension-like” income that will last as long as they live.

How does the Personal Income BenefitSM work?

3 The guaranteed annual withdrawal amount is the amount employees can receive in income each year once they begin taking payments. Each deferral or transfer generates a new guaranteed annual withdrawal amount based on the amount of the deferral or transfer, guaranteed withdrawal rate and the employee's age at the time, and is then added to the current amount. Therefore, at any point in time, employees can check to see how much their future guaranteed income amount will be. Their guaranteed annual withdrawal amount payments can increase based on:

- direct salary deferrals into the PIB AXA Balanced Strategy portfolio.
- investment gains in their Balanced Strategy portfolio's account value, if any.
- transfers from other retirement plans or other plan investment options into the Balanced Strategy portfolio.

Important Note

AXA believes that education is a key step toward addressing your financial goals, and we've designed this material to serve simply as an informational and educational resource. Accordingly, this brochure does not offer or constitute investment advice, and makes no direct or indirect recommendation of any particular product or of the appropriateness of any particular investment-related option. Your needs, goals and circumstances are unique, and they require the individualized attention of your financial professional.

Variable Annuities: • Are Not a Deposit of Any Bank • Are Not FDIC Insured
• Are Not Insured by Any Federal Government Agency • Are Not Guaranteed
by Any Bank or Savings Association • May Go Down in Value

AXA Equitable Life Insurance Company (NY, NY)



4 Is the Personal Income BenefitSM appropriate for all employees?

Like any investment, the Personal Income BenefitSM may not be appropriate for all employees. It was designed to provide employees with a guaranteed source of retirement income through a series of withdrawals. Therefore, it would not be appropriate for those who do not intend to take withdrawals prior to annuitization. Employees must be 21 years old to contribute. The benefit is completely optional, has no minimum contribution limit and allows employees to choose whether, or how much, they want to put into PIB AXA Balanced Strategy portfolio.

5 Are loans permitted from the Personal Income BenefitSM?

While employees cannot take a loan directly from PIB AXA Balanced Strategy portfolio, the money in that portfolio is part of the available loan amount. Employees would just need to transfer the amount they wish to borrow from PIB AXA Balanced Strategy portfolio into another investment option before taking the loan.

6 When can employees start taking guaranteed annual withdrawal amount payments?

Employees can start taking guaranteed annual withdrawal amount payments any time after they reach age 59½ and have separated from service. Their age will affect how much they'll receive; payments are reduced if they begin before age 65 and increased if they begin after age 65.

7 What happens once the guaranteed annual withdrawal amount payments begin?

Once employees begin taking guaranteed annual withdrawal amount payments, they cannot make additional contributions to PIB AXA Balanced Strategy portfolio. The account value will remain invested, with the potential to grow in positive market conditions, which means the guaranteed annual withdrawal amount also has the potential to increase. Employees' annual withdrawals cannot decrease unless they take an early or excess withdrawal.

8 How do market gains increase the guaranteed annual withdrawal amount?

The Personal Income BenefitSM includes what's called a Ratchet Base. The Ratchet Base is initially equal to the first contribution or transfer made into PIB AXA Balanced Strategy portfolio. It will increase dollar-for-dollar with each additional contribution or transfer into PIB AXA Balanced Strategy portfolio. Then, on the employee's birth date, we compare the Ratchet Base with the account balance of PIB AXA Balanced Strategy portfolio. If the account balance employee's birth date is greater than the Ratchet Base, the Ratchet Base will step up to that higher amount. Then we take the difference between the two amounts at the weighted average rate of the previous contributions and Ratchet Base and add that to the guaranteed annual withdrawal amount.

In other words, we use this calculation to determine an additional amount that is added to the guaranteed annual withdrawal amount:

Difference between account value and Ratchet Base x (previous GAWA/previous Ratchet Base) = additional GAWA.

9 What are early and excess withdrawals?

Early withdrawals are withdrawals taken from PIB AXA Balanced Strategy portfolio before the employee has elected to begin receiving guaranteed annual withdrawal amount payments.

Excess withdrawals are withdrawals greater than the guaranteed annual withdrawal amount.

Both early and excess withdrawals will significantly reduce the value of the Personal Income BenefitSM. Employees must understand this before taking a withdrawal. A financial professional can help explain this in greater detail.

10 What happens if an employee takes less than the guaranteed annual withdrawal amount?

Since guaranteed annual withdrawal amount payments are not cumulative, employees cannot carry forward any amount they don't take.

11 What happens if an employee dies?

If the employee dies before starting guaranteed annual withdrawal amount payments, or if he or she started payments on a single-life basis, the beneficiary would receive PIB AXA Balanced Strategy account value.

If the employee dies having started taking payments on a joint-life basis, the surviving spouse would continue to receive payments for as long as he or she lives.

12 Can employees change their minds after they make Personal Income BenefitSM contributions?

Yes, employees can change how they make contributions into PIB AXA Balanced Strategy portfolio or they can withdraw the account value from that portfolio at any time. Once all contributions are withdrawn, the Personal Income BenefitSM will be cancelled and the benefit fee will no longer be charged. However, past fees will not be refunded, so employees should consider their choice carefully before activating the Personal Income BenefitSM by contributing to PIB AXA Balanced Strategy portfolio.

13 What happens if an employee leaves the plan?

If an employee leaves the plan and transfers the account value to a new plan, the Personal Income BenefitSM will terminate. To keep the Personal Income BenefitSM intact, the employee would need to keep their account value in the Retirement Gateway[®] group variable annuity contract even if they leave the company. Or, in some instances, they may be eligible to make a direct rollover into an AXA Equitable IRA, which would also let them maintain the Personal Income BenefitSM.

Visit us at axa.com

A financial professional can help you determine if Retirement Gateway[®] and the Personal Income BenefitSM are appropriate for your plan.

Retirement Gateway[®] and the Personal Income BenefitSM feature may not be available in all jurisdictions or in all plans.

Retirement Gateway[®] is a group variable annuity that can be used to fund a tax-deferred retirement plan. Annuities used to fund these plans do not offer any extra tax benefits. If you are buying a Retirement Gateway[®] group variable deferred annuity to fund a plan, you should do so for its features and benefits other than tax deferral. For costs and complete details, contact your financial professional.

This material must be preceded or accompanied by the Retirement Gateway[®] product brochure and the trust investment option prospectus, which contain more detailed information about the contract, including investment objectives, risks, charges and expenses. Please read them and consider this information carefully before investing.

Withdrawals from annuities are subject to normal income tax treatment and, if taken prior to age 59½, may be subject to an additional 10% federal income tax penalty. Withdrawals may also be subject to a contractual withdrawal charge, which will not exceed 6% of the amount withdrawn or last longer than 5 years from the date of contribution. AXA Equitable may discontinue the acceptance of, and/or place limitations on, contributions and transfers into the contract and/or certain investment options.

Annuities contain certain restrictions and limitations. For costs and complete details, please contact a financial professional.

This document is not a complete description of the Personal Income BenefitSM or the Retirement Gateway[®] group variable annuity.

The Retirement Gateway[®] group variable annuity is issued by AXA Equitable Life Insurance Company, New York, NY. Co-distributed by affiliates AXA Advisors, LLC and AXA Distributors, LLC (members FINRA, SIPC). AXA Equitable, AXA Advisors and AXA Distributors do not provide legal or tax advice.

Contract form #s: 2005GAC-QP, 2012RDPIB-RG, 2012QPRG, 2011RG-457 and any state variations.

"AXA" is the brand name of AXA Equitable Financial Services, LLC and its family of companies, including AXA Equitable Life Insurance Company (NY, NY); AXA Advisors LLC; and AXA Distributors, LLC. AXA S.A. is a French holding company for a group of international insurance and financial services companies, including AXA Equitable Financial Services, LLC. The obligations of AXA Equitable Life Insurance Company are backed solely by its claims-paying ability.

Retirement Gateway[®] is a registered service mark and Personal Income BenefitSM is a service mark of AXA Equitable Life Insurance Company.

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GE-140576 (10/18) (Exp. 10/20)

G328654
Cat #156497 (10/18)





EQUI-VEST® series variable annuity personal income benefitSM turning retirement savings into lifetime income

Retirement Income for Life — Guaranteed

Personal Income BenefitSM gives you the ability to invest in an account during your working years that provides a guaranteed withdrawal amount in retirement that you can't outlive.^{1,2} With the Personal Income BenefitSM, you get:

- **Lifetime Payments** — Guaranteed Annual Withdrawal Amount payments continue for as long as you (or you and your spouse) live.
- **Income Protection** — Your annual income amount never decreases, even if your account loses value due to market fluctuations or withdrawals, except in the case of making early or excess withdrawals, including transfers to a different provider, which may significantly reduce or eliminate the value of the Personal Income BenefitSM.
- **Growth Potential** — Investment earnings can increase your guaranteed withdrawal amount and help offset the effects of inflation on retirement income.

An Optional Feature

Personal Income BenefitSM is an optional feature offered within AXA Equitable's EQUI-VEST® series of variable annuities.³ You can elect to invest in this feature for an additional fee.

A variable deferred annuity is a long-term financial product that is designed for retirement purposes. In essence, it is a contractual agreement in which payments are made to an insurance company, which agrees to pay an income stream or a lump-sum amount at a later date. Investments in a variable annuity are subject to market risk, including loss of principal.

How Personal Income BenefitSM Works

You establish the Personal Income BenefitSM by making contributions into the Personal Income BenefitSM investment option. Contributions can be through ongoing salary deferral, through transfers from other investment options under the EQUI-VEST® contract, rollover from prior plans (if eligible), or any combination. You can stop contributing at any time. The Personal Income BenefitSM feature is not appropriate if you do not intend to take withdrawals prior to annuitization.

1 The feature may not be available in all states or in all plans. Guarantees are based on the claims-paying ability of AXA Equitable.

2 The Personal Income BenefitSM is offered in EQUI-VEST® series 201, and, subject to employer approval in EQUI-VEST® StrategiesSM 900 and 901.

3 EQUI-VEST® is a variable deferred annuity that can be used to fund a tax-deferred retirement plan. Annuities used to fund these plans do not offer any extra tax benefits. If you are buying an EQUI-VEST® variable deferred annuity to fund a plan, you should do so for its features and benefits other than tax deferral. There are contract limitations, fees, and charges associated with variable deferred annuities, which include, but are not limited to, mortality and expense risk charges, withdrawal charges, and administrative fees. For costs and complete details, contact your financial professional.

Variable Annuities: • Are Not a Deposit of Any Bank • Are Not FDIC Insured
• Are Not Insured by Any Federal Government Agency • Are Not Guaranteed
by Any Bank or Savings Association • May Go Down in Value

AXA Equitable Life Insurance Company (NY, NY)



Your Personal Income BenefitSM Can Grow in Four Ways

1. Your own salary deferral contributions and employer contributions, which may include pre-tax and Roth contributions (if available in your plan).
2. Transfers from other investment options under the EQUI-VEST[®] contract.
3. Rollovers or transfers from prior retirement plans.
4. Increases in account value from investment earnings (if any).

AXA tracks your contribution transfers and withdrawals throughout the year, so you always know what your guaranteed withdrawal amount is at any time.

Retirement may last longer than you think.^{4,5}

Four in 10 retirees and pre-retirees underestimate their longevity by five or more years. A predictable, guaranteed income payment for life can help address your financial needs in retirement.

Chances of living beyond the age of	Male	88 50%	93 25%
Chances of living beyond the age of	Female	89 50%	95 25%
Chances of at least one person living beyond the age of	Couple	93 50%	97 25%

American Academy of Actuaries webinar, "Lifetime Income—Risks and Solutions," American Academy of Actuaries Lifetime Income Risk Task Force. Presented March 7, 2012.

⁴ The probability of living is based on the person(s) being age 65 to various ages.

⁵ The probability of living is based on Social Security mortality. Data extracted from: Analysis of the 2007 period life table for the Social Security area population.

Guaranteed Income When You Are Ready

You can begin taking guaranteed withdrawal payments any time after you reach age 59½ and have separated from service, subject to plan rules. Once you begin taking payments, you can no longer make contributions to the Personal Income BenefitSM, but your account value remains invested. Your Guaranteed Annual Withdrawal Amount can never go down (except in the case of excess or early withdrawals⁶) but it can go up if there are market gains.

Key Facts about the Personal Income BenefitSM

Who can invest	<ul style="list-style-type: none">This option is available to you at ages 45 through 85.
How to Contribute	<ul style="list-style-type: none">After the proper paperwork has been submitted to activate the Personal Income BenefitSM, you can make salary deferral contributions through ongoing salary deferral, through transfers from other investment options under the EQUI-VEST[®] contract, rollover from prior plans (if eligible), or any combination. You can make ongoing or a one-time contribution. Your initial investment must be \$1,000.
Personal Income Benefit SM Investment Options	<ul style="list-style-type: none">The Personal Income BenefitSM offers market growth potential through strategic allocation portfolios. These are well-diversified “funds of funds” tailored to fit various investment objectives and risk tolerances. There are five strategic allocation portfolios available: AXA Moderate Growth Strategy, AXA Balanced Strategy, AXA Conservative Growth Strategy, AXA Conservative Strategy, and EQ/AB Dynamic Wealth Strategies. These investment options are subject to market risk, including loss of principal.
Protection for Your Spouse	<ul style="list-style-type: none">Joint life payments are available under the Personal Income BenefitSM. If you choose this payment option, you and your spouse⁷ will receive guaranteed withdrawal payments until you both are deceased. If joint life payments are elected, the withdrawal payment is reduced to reflect the life expectancy for you and your spouse.
Protection for Your Beneficiaries	<ul style="list-style-type: none">Your Personal Income BenefitSM account value is included in the EQUI-VEST[®] death benefit calculations.
Annual Fees	<ul style="list-style-type: none">The annual fee equals 1% of the Personal Income BenefitSM account value.
Maintaining the Personal Income Benefit SM Guarantee	<p>The Personal Income BenefitSM guarantee continues as long as:</p> <ul style="list-style-type: none">You do not transfer your EQUI-VEST[®] account value, which includes your Personal Income BenefitSM account value, to a new contract (including an individual retirement account), andAny rollover of your Personal Income BenefitSM account out of your retirement plan is done as a direct rollover to an AXA Equitable individual retirement annuity under a qualifying event.⁸
Withdrawals and Distributions	<ul style="list-style-type: none">The Personal Income BenefitSM feature is not appropriate if you do not intend to take withdrawals prior to annuitization.You do not have to activate the Personal Income BenefitSM to take a distribution.You can always elect one of the regular distribution options available under the contract.

For More Information

See the applicable EQUI-VEST[®] prospectus and contact your financial professional to learn more about the Personal Income BenefitSM.

⁶ Early withdrawals from the Personal Income BenefitSM account value or withdrawals from the Personal Income BenefitSM account value that exceed the Guaranteed Annual Withdrawal Amount may significantly reduce or eliminate the value of the Personal Income BenefitSM.

⁷ The determination of spousal status is made under applicable state law. However, in the event of a conflict between federal and state law, we follow federal rules.

⁸ This is a contract conversion right, and may not be available in all jurisdictions. Check with your financial professional to determine availability of this feature.

This brochure must be preceded or accompanied by all applicable EQUI-VEST® prospectuses. These materials contain more detailed information about the contract, including investment objectives, risks, charges and expenses. Please read them and consider this information carefully before investing.

AXA Equitable may discontinue the acceptance of, and/or place limitations on contributions and transfers into the contract and/or certain investment options.

Withdrawals from annuities are subject to normal income tax treatment and, if taken prior to age 59½, may be subject to an additional 10% federal income tax penalty. Withdrawals may also be subject to a contractual withdrawal charge, which will not exceed 6% of the amount withdrawn. AXA Equitable may discontinue the acceptance of, and/or place limitations on, contributions and transfers into the contract and/or certain investment options.

Annuities contain certain limitations. For costs and complete details of coverage, contact a financial professional.

EQUI-VEST® is a variable annuity that can be used to fund a tax-deferred retirement plan. Annuities used to fund these plans do not offer any extra tax benefits. If you are buying an EQUI-VEST® series variable deferred annuity to fund a plan, you should do so for its features and benefits other than tax deferral. For costs and complete details, contact your financial professional.

This document is not a complete description of the Personal Income BenefitSM or the EQUI-VEST® series variable annuity.

"AXA" is the brand name of AXA Equitable Financial Services, LLC and its family of companies, including AXA Equitable Life Insurance Company (NY, NY), AXA Advisors, LLC, and AXA Distributors, LLC. AXA S.A. is a French holding company for a group of international insurance and financial services companies, including AXA Equitable Financial Services, LLC. The obligations of AXA Equitable Life Insurance Company are backed solely by its claims-paying ability.

The EQUI-VEST® variable annuity series is issued by AXA Equitable Life Insurance Company, New York, NY. Co-distributed by affiliates AXA Advisors, LLC, and AXA Distributors, LLC. AXA Equitable, AXA Advisors, and AXA Distributors do not provide legal or tax advice.

EQUI-VEST® and the Personal Income BenefitSM feature may not be available in all jurisdictions.

All guarantees and payments are based on the claims-paying ability of AXA Equitable.

Contract form #s: 2006BASE-I-A, 2006BASE-I-B, 2004TSAGAC, 2004EDCGAC, 2008TSAGAC901, 2009EDCGAC901, 2009401aGAC901 and any state variations.

Contract endorsement form #s: 2006BASE-A, 2006BASE-B, 2004TSACERT-A, 2004TSACERT-B, 2004EDCCERT-A, 2004EDCCERT-B, 2008TSA901-A, 2008TSA901-B, 2009EDC901-A, 2009EDC901-B, 2009401a901-A, 2009401a901-B and any state variations.

Certificate endorsement form #s: 2012RDPIB, 2012RDPIBG and any state variations.

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EQUI-VEST® variable annuity Structured Investment Option

An innovative investment option if you are seeking growth potential and some downside protection



The Structured Investment Option (SIO) is an innovative investment option from AXA Equitable. It enables you to invest for growth, up to a specified limit, with some downside protection for a set period of time.

The SIO is an investment option within the EQUI-VEST® series of variable deferred annuities,¹ which are available through employer-sponsored retirement saving plans. The SIO may be able to help you reach your retirement savings goals by partially protecting a portion of your investment in your EQUI-VEST® account value.

A variable deferred annuity is a long-term financial product that is designed for retirement purposes. There are fees and charges associated with variable annuities, which include a contract fee that covers administrative expenses, sales expenses and certain expense risks.

Partial protection and earning potential up to a cap

With the SIO, you invest in one or more Segments. Each Segment provides a rate of return that is tied to the performance of an index, which excludes dividends. Three indices are available: S&P 500® Price Return Index, Russell 2000® Price Return Index and the MSCI EAFE Price Return Index. Investments in a variable annuity are subject to market risk, including loss of principal.

The following Segment Types are available:

	1-Year	3-Year	5-Year
1. Segment Duration?			
2. What Index?	S&P 500® Index Russell 2000® Index MSCI EAFE Index	S&P 500® Index Russell 2000® Index	S&P 500® Index Russell 2000® Index
3. With How Much Downside Protection?	Segment Buffer -10%	Segment Buffer -20%	Segment Buffer -20%

How the SIO works

You can invest in Segments through payroll contributions, transfers of amounts you have in other EQUI-VEST® investment options and/or rollovers and direct transfer contributions to your EQUI-VEST® account. The minimum investment requirement is \$5 for the 1-year Segment and \$1,000 for the other segments. If you have less than these minimum amounts to invest, your funds will remain in the Segment Holding Account until the minimum is accumulated.

¹ EQUI-VEST® is a variable deferred annuity that can be used to fund a tax-deferred retirement plan. If you are buying an EQUI-VEST® variable deferred annuity to fund a plan, you should do so for its features and benefits other than tax deferral. There are contract limitations, fees and charges associated with variable deferred annuities, which include, but are not limited to, mortality and expense risk charges, withdrawal charges and administrative fees. For costs and complete details, contact your financial professional.

Variable Annuities: • Are Not a Deposit of Any Bank • Are Not FDIC Insured
• Are Not Insured by Any Federal Government Agency • Are Not Guaranteed
by Any Bank or Savings Association • May Go Down in Value

AXA Equitable Life Insurance Company (NY, NY)



Investing in the SIO involves just a few basic steps

1 You decide which Segment or Segments to invest in. The SIO offers various Segment Types. You can choose a Segment based on its index and available duration (1 year, 3 years or 5 years).

Amounts designated for a Segment are initially placed in a Segment Holding Account until a Segment is established. Each Segment Type has a specific Segment Start Date, Performance Cap Rate and Segment Maturity Date.

2 Amounts in a Segment Holding Account are transferred into a Segment on the Segment Start Date.² AXA Equitable establishes new Segments each month. The Performance Cap Rate for a Segment is set on its Segment Start Date and stays the same until its Segment Maturity Date. For each Segment, the associated Performance Cap Threshold and maturity instructions may all be independently elected.

3 The Segment reaches its Segment Maturity Date. Generally, a Segment matures at the end of a specified time frame, for example: 1 year, 3 years or 5 years. If that date is not a Segment Business Day,³ the Segment Maturity Date is the first Segment Business Day thereafter. A Segment Rate of Return is applied on its Segment Maturity Date.

Partial Protection and Earning Potential

If the index	Then that Segment will
Goes UP over the course of a Segment's investment period	Earn the same rate of return as the index, up to a specified maximum rate of return called the Performance Cap Rate.
Goes DOWN over the course of a Segment's investment period	Be protected only to the level of the Segment Buffer. For example, if you selected the S&P 500® Price Return Index 1-Year -10% Segment Buffer, this protects your value in the Segment against the first -10% of losses for a Segment held until maturity.

While the SIO offers protection from some downside risk, if the negative return for any Segment at maturity exceeds the Segment Buffer, there is a risk of a substantial loss of your principal.

Refer to "Hypothetical examples of the SIO in action" for four examples that illustrate how the SIO would work in both up and down markets.

4 You decide how to reinvest your Segment Maturity Value. Once a Segment matures, you can allocate your maturity value to a new Segment or other EQUI-VEST® investment options. You can make your reinvestment choice at any time. Your election will apply to all future Segments, until you elect otherwise. If you make no election, your Segment Maturity Value will be swept into the next available Segment.

What else you should know about the SIO

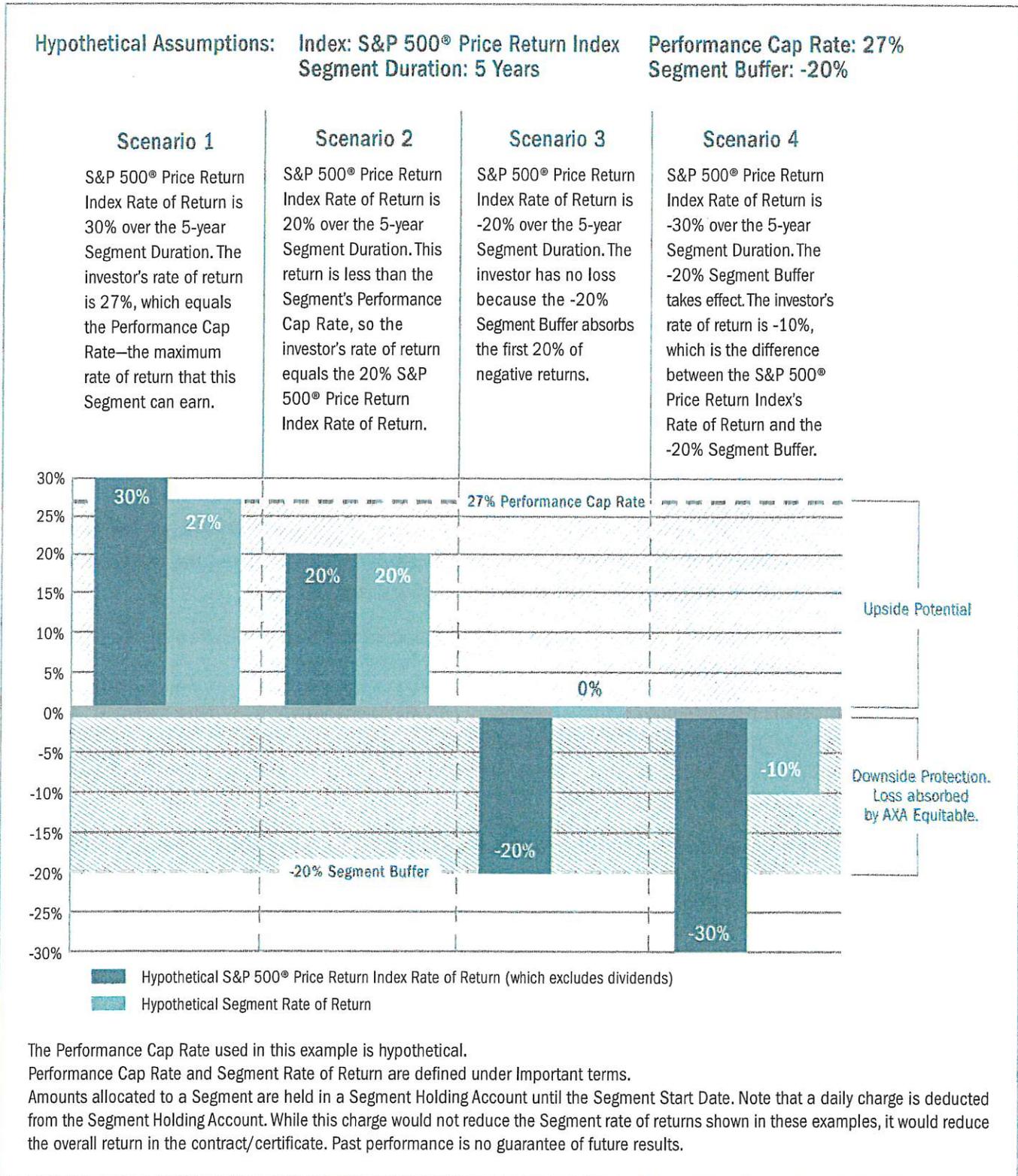
- A daily charge is deducted from the Segment Holding Account. While this charge would not reduce the Segment rate of return, it would reduce the overall return in the contract/certificate.
- You cannot invest in a Segment with a Segment Maturity Date that is later than your EQUI-VEST® contract maturity date.
- You have the option of choosing a Performance Cap Rate that a Segment must meet or exceed before your funds are transferred into that Segment. This is called the Performance Cap Threshold. You can choose a threshold of greater than 4% for the 1-year Segment, 12% for the 3-year Segment and 20% for the 5-year Segment. You can also choose not to set a threshold.
- You can have up to 12 Segments of each Segment duration, and a maximum of 60 Segments (including Holding Accounts) at any time.
- Withdrawals from Segments are permitted, subject to plan rules. Any withdrawal taken from a Segment prior to maturity will be based on the Segment Interim Value and may be less than the amount invested, and may be less than the amount that would be received had the Segment been held to maturity. The same applies to loans, if available, under your employer's plan.
- Visit axa.com/equivestsio for current and past Segment Start Dates, Segment Maturity Dates and Performance Cap Rates.

² Subject to conditions and limitations of the EQUI-VEST® contract and provided that requirements to start and participate in a new Segment are met. See the Structured Investment Option prospectus for a description of these requirements.

³ See the Structured Investment Option prospectus for more information on Segment Business Day.

Hypothetical examples of the SIO in action

Following are four hypothetical examples, illustrating how your Segment Rate of Return would be calculated at maturity in both up and down markets. While there are wide swings in the S&P 500® Price Return Index in these scenarios, there can be less volatility in the Segments because of the Performance Cap Rate and the Segment Buffer.



Important terms

- **Segment** — An investment option AXA Equitable establishes with a specific index, Segment Duration, Segment Buffer, Segment Maturity Date and Performance Cap Rate. An example Segment established in August 2016 is shown below.

Example			
Index	Segment Duration	Segment Buffer	Segment Maturity
S&P 500®	1-Year	-10%	August 14, 2017

- **Segment Buffer** — The portion of any negative Index Performance Rate that AXA Equitable absorbs on a Segment Maturity Date. It helps protect your investment when the performance of the index declines. Each Segment has a Segment Buffer, which is either -10% or -20%. This means that AXA Equitable will absorb up to the first 10% or 20% of loss. You will absorb any loss in excess of the Segment Buffer. Please note that this could mean a substantial loss of principal in certain cases.
- **Segment Holding Account** — Your contribution or the money that you wish to transfer into a Segment will be held in this account until it is ready to be swept or transferred into the chosen Segment on the next available Segment Start Date, if all participation requirements are met. The Segment Holding Account is part of the EQ/Money Market Variable Investment Option.
- **Segment Start Date** — Is the date a Segment is scheduled to start and is generally the 15th of each month. On the Segment Start Date, all money in the Segment Holding Account as of the prior business day will be swept into a Segment if the Segment is available and all participation requirements are met.
- **Segment Type** — All Segments having the same index, Segment Duration and Segment Buffer. The Segment Type has a corresponding Segment Holding Account.
- **Performance Cap Rate** — Is the maximum potential ceiling, or cap, that you may get from index gains. This rate is locked in on the Segment Start Date. The Performance Cap Rate is a rate of return from the Segment Start Date to the Segment Maturity Date. (Please note that you are not investing directly in an index. You will not know what the Performance Cap Rate is until the Segment Start Date.)

Your Segment Rate of Return may be limited by the Performance Cap Rate, which may be lower than performance you may otherwise have experienced if you invested in a mutual fund or exchange-traded fund designed to track the performance of the index.

- **Performance Cap Threshold** — The minimum Performance Cap Rate that you determine to be acceptable in allowing sweeps from the Segment Holding Account into a Segment. This means that you can determine a minimum level of return that meets your investment needs. If your Performance Cap Threshold is not met (the Segment's Performance Cap Rate is lower than your Performance Cap Threshold), your money will not be swept into a Segment and will remain in the Segment Holding Account until the next available Segment for which your Performance Cap Threshold is met or until you provide other instructions. The Performance Cap Threshold can differ for each Segment. Setting a Performance Cap Threshold is not required.

- **Segment Maturity Date** — The date when a Segment ends, which is generally on the 14th of each month. On the Segment Maturity Date, your maturity value—which is equal to your investment in the Segment, adjusted for withdrawals and charges, multiplied by your Segment Rate of Return (the index performance adjusted by the Segment Buffer or Performance Cap Rate)—will be set to automatically roll over into the next available Segment. Alternatively, you may elect to have your maturity value allocated to the other investment options, according to your maturity instructions.
- **Segment Rate of Return** — Is equal to the rate of return for the index up to the Performance Cap Rate, and subject to the -10% or -20% Segment Buffer. Note, too, that the Segment performance is measured from the Segment Start Date to the Segment Maturity Date.

Important considerations

The Structured Investment Option provides a rate of return tied to the performance of an index. The Structured Investment Option does not involve an investment in any underlying portfolio. Instead, it is an obligation of and subject to the claims-paying ability of AXA Equitable Life Insurance Company. The return of the Structured Investment Option may not be identical to the return of the index. Your participation in any appreciation of an index will not exceed the applicable Performance Cap Rate, which will be determined on the Segment Start Date. Individuals cannot invest directly in an index.

AXA Equitable may discontinue contributions to, and transfers among, investment options or make other changes in contribution and transfer requirements and limitations. Transfers are not allowed into or out of Segments. AXA Equitable may suspend or discontinue a new Segment at any time.

Does the SIO fit in your asset allocation strategy?

For more information, see the product and Structured Investment Option prospectuses and contact your financial professional.

The Structured Investment Option is not available in all states and EQUI-VEST® contracts. All Segment Types may not be available in your plan. Check with your financial professional for availability. This fact card is not a complete description of the Structured Investment Option or the EQUI-VEST® contracts.

This document must be preceded or accompanied by all applicable prospectuses and the program summary (for 401(a) plans only). The prospectuses and the program summary contain more detailed information about the contract/certificate, including investment objectives, risks, charges and expenses. Please read the prospectus and product brochure and consider this information carefully before investing.

Withdrawals are subject to normal income tax treatment and, if taken prior to age 59½, may also be subject to a 10% federal income tax. Withdrawals from the EQUI-VEST® series 201 contract may also be subject to a contractual withdrawal charge for withdrawals that exceed the free withdrawal amount. The amount of the withdrawal charge we deduct is equal to 5% of any contribution withdrawn attributable to contributions made during the current and 5 prior contract years measured from the date of the withdrawal. Withdrawal charges will no longer apply after the completion of 12 contract years.

The **S&P 500® Price Return Index** comprises 500 of the largest companies in leading industries of the U.S. economy. Larger, more established companies may not be able to attain potentially higher growth rates of smaller companies, especially during extended periods of economic expansion. S&P®, Standard & Poor's®, S&P 500® and Standard & Poor's 500 are trademarks of Standard & Poor's Financial Services, LLC, ("Standard & Poor's") and have been licensed for use by AXA Equitable. The Structured Investment Option is not sponsored, endorsed, sold or promoted by Standard & Poor's, and Standard & Poor's does not make any representation regarding the advisability of investing in the Structured Investment Option.

The **Russell 2000® Price Return Index** tracks the performance of small-cap companies. Stocks of small- and mid-size companies have less liquidity than those of larger companies and are subject to greater price volatility than the overall stock market. Smaller company stocks involve a greater risk than is customarily associated with more established companies. The Russell 2000® Index is a trademark of Russell Investments and has been licensed for use by AXA Equitable. The product is not sponsored, endorsed, sold or promoted by Russell Investments, and Russell Investments makes no representation regarding the advisability of investing in the product.

The **MSCI EAFE Price Return Index** is a sampling of securities deemed by MSCI as designed to measure the equity market performance of the developed European, Australasian and Far East (EAFE) markets. Australasia includes Australia, New Zealand and neighboring islands of the South Pacific. International securities carry additional risks, including currency exchange fluctuation and different government regulations, economic conditions and accounting standards. The product referred to herein is not sponsored, endorsed or promoted by MSCI, and MSCI bears no liability with respect to any such product or any index on which such product is based. The prospectus contains a more detailed description of the limited relationship MSCI has with AXA Equitable and any related products.

EQUI-VEST® variable annuities are issued by AXA Equitable Life Insurance Company (NY, NY). Co-distributed by AXA Advisors, LLC, and AXA Distributors, LLC (members FINRA, SIPC). AXA Equitable, AXA Advisors, and AXA Distributors are affiliated companies and do not provide legal or tax advice.

EQUI-VEST® is a registered service mark of AXA Equitable Life Insurance Company, New York, NY.

"AXA" is the brand name of AXA Equitable Financial Services, LLC and its family of companies, including AXA Equitable Life Insurance Company (NY, NY); AXA Advisors, LLC; and AXA Distributors, LLC. AXA S.A. is a French holding company for a group of international insurance and financial services companies, including AXA Equitable Financial Services, LLC. The obligations of AXA Equitable Life Insurance Company are backed solely by its claims-paying ability.

Contract form #: 2003-GAC 403(b), 2003-GAC-401(a), 2004TSAGAC, 2004TSACERT-A/B, 2004EDCGAC, 2004EDCCERT-A/B, 2006BASE-I-A/B, 2006BASE-A/B, 2008EQVSA201, 2008EQV201, 2008EQVEDC201, 2008EQVBASE201-A, 2008TSAGAC901, 2008TSA901-A/B, 2009EDCGAC901, 2009EDC901-A/B, 2009401aGAC901, 2009401a901-A/B and any state variations.

Contract endorsement form #: 2010SIO201-I/G, 2011SIO901-ENGAC, 2011SIO900-ENGAC, 2012SIO900-ENGAC(NJ ARP) and any state variations.

Certificate form #: 2003NJ401(a) and 2003NJ403(b).

Certificate endorsement form #: 2011SIO901A/B, 2011SIO900-A/B, 2012SIO900-B(NJ ARP) and any state variations.

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GE-134017 (1/19) (Exp. 2/20)

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Cat. #147232 (1/19)



EQUI-VEST® variable annuity Structured Investment Option

an innovative investment option if you are seeking growth potential and some downside protection



The Structured Investment Option (SIO) is an innovative investment option from AXA Equitable. It enables you to invest for growth, up to a specified limit, with some downside protection for a set period of time.

The SIO is an investment option within the EQUI-VEST® series of variable deferred annuities,¹ which are available through employer-sponsored retirement saving plans. The SIO may be able to help you reach your retirement savings goals by partially protecting a portion of your investment in your EQUI-VEST® account value.

A variable deferred annuity is a long-term financial product that is designed for retirement purposes. There are fees and charges associated with variable annuities, which include a contract fee that covers administrative expenses, sales expenses and certain expense risks.

Partial Protection and Earning Potential Up to a Cap

With the SIO, you invest in one or more Segments. Each Segment provides a rate of return that is tied to the performance of an index, which excludes dividends. Three indices are available: S&P 500® Price Return Index, Russell 2000® Price Return Index, and the MSCI EAFE Price Return Index. Investments in a variable annuity are subject to market risk, including loss of principal.

The following Segment Types are available:

	1-Year	3-Year	5-Year
1. Segment Duration?			
2. What Index?	S&P 500® Index Russell 2000® Index MSCI EAFE Index	S&P 500® Index Russell 2000® Index	S&P 500® Index Russell 2000® Index
3. With How Much Downside Protection?	Segment Buffer -10%	Segment Buffer -20%	Segment Buffer -20%

How the SIO Works

You can invest in Segments through payroll contributions, transfers of amounts you have in other EQUI-VEST® investment options, and/or rollovers and direct transfer contributions to your EQUI-VEST® account. Each Segment has a \$1,000 minimum investment requirement. If you have less than \$1,000 to invest in a Segment, your funds will remain in the Segment Holding Account until \$1,000 is accumulated.

¹ EQUI-VEST® is a variable deferred annuity that can be used to fund a tax-deferred retirement plan. If you are buying an EQUI-VEST® variable deferred annuity to fund a plan, you should do so for its features and benefits other than tax deferral. There are contract limitations, fees and charges associated with variable deferred annuities, which include, but are not limited to, mortality and expense risk charges, withdrawal charges and administrative fees. For costs and complete details, contact your financial professional.

Variable Annuities: • Are Not a Deposit of Any Bank • Are Not FDIC Insured
• Are Not Insured by Any Federal Government Agency • Are Not Guaranteed
by Any Bank or Savings Association • May Go Down in Value

AXA Equitable Life Insurance Company (NY, NY)



Investing in the SIO involves just a few basic steps.

1 You decide which Segment or Segments to invest in. The SIO offers various Segment Types. You can choose a Segment based on its index and available duration (1 year, 3 years or 5 years).

Amounts designated for a Segment are initially placed in a Segment Holding Account until a Segment is established. Each Segment Type has a specific Segment Start Date, Performance Cap Rate and Segment Maturity Date.

2 Amounts in a Segment Holding Account are transferred into a Segment on the Segment Start Date.² AXA Equitable establishes new Segments each month. The Performance Cap Rate for a Segment is set on its Segment Start Date and stays the same until its Segment Maturity Date. For each Segment, the associated Performance Cap Threshold and maturity instructions may all be independently elected.

3 The Segment reaches its Segment Maturity Date. Generally, a Segment matures at the end of a specified time frame, for example: 1 year, 3 years or 5 years. If that date is not a Segment Business Day,³ the Segment Maturity Date is the first Segment Business Day thereafter. A Segment Rate of Return is applied on its Segment Maturity Date.

Partial Protection and Earning Potential

If the index	Then that Segment will
Goes UP over the course of a Segment's investment period	Earn the same rate of return as the Index, up to a specified maximum rate of return called the Performance Cap Rate.
Goes DOWN over the course of a Segment's investment period	Be protected only to the level of the Segment Buffer. For example, if you selected the S&P 500® Price Return Index 1-Year -10% Segment Buffer, this protects your value in the Segment against the first -10% of losses for a Segment held until maturity.

While the SIO offers protection from some downside risk, if the negative return for any Segment at maturity exceeds the Segment Buffer, there is a risk of a substantial loss of your principal.

Refer to "Hypothetical Examples of the SIO in Action" for four examples that illustrate how the SIO would work in both up and down markets.

4 You decide how to reinvest your Segment Maturity Value. Once a Segment matures, you can allocate your maturity value to a new Segment or other EQUI-VEST® investment options. You can make your reinvestment choice at any time. Your election will apply to all future Segments, until you elect otherwise. If you make no election, your Segment Maturity Value will be swept into the next available Segment.

What Else You Should Know About the SIO

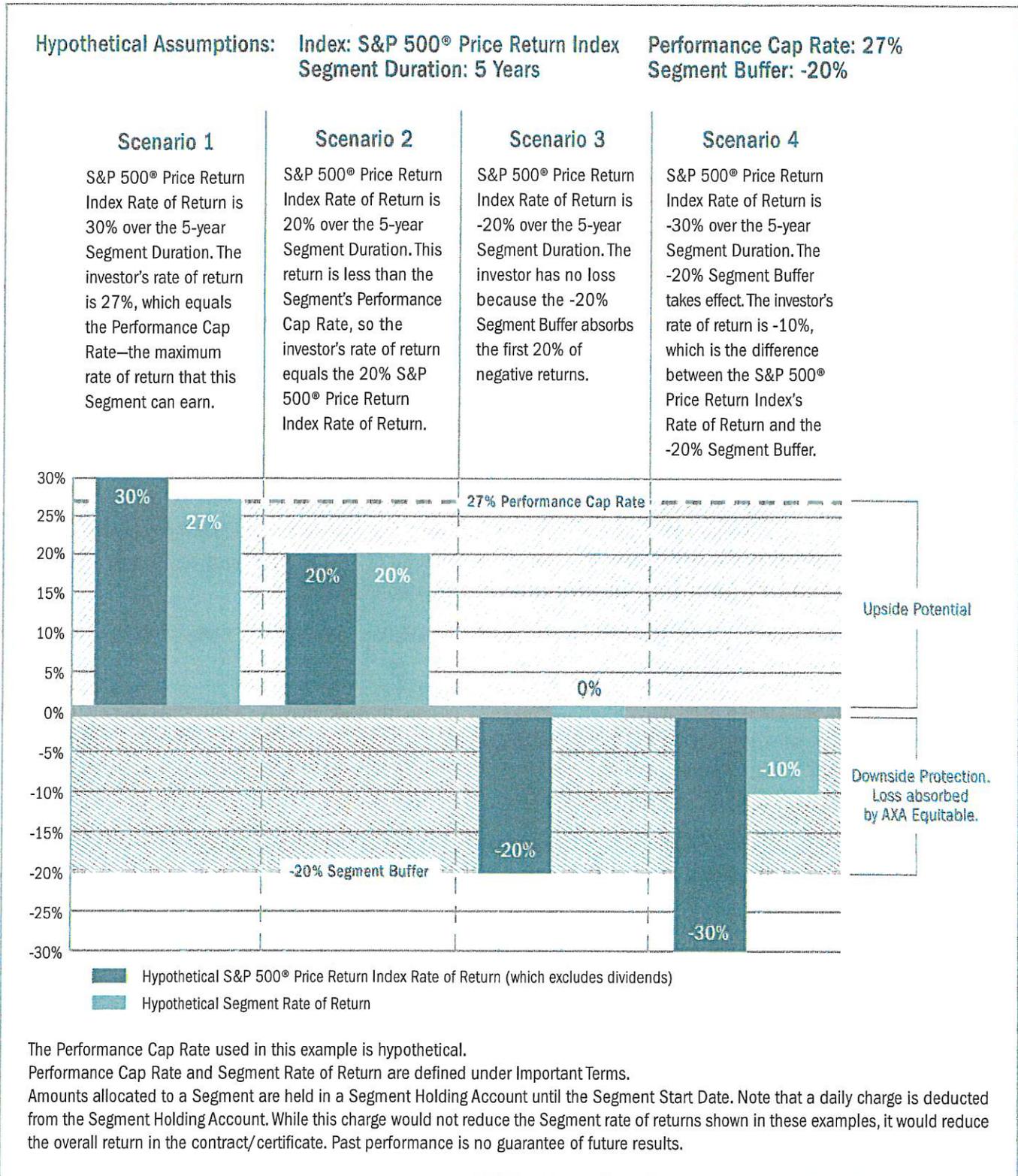
- A daily charge is deducted from the Segment Holding Account. While this charge would not reduce the Segment rate of return, it would reduce the overall return in the contract/certificate.
- You cannot invest in a Segment with a Segment Maturity Date that is later than your EQUI-VEST® contract maturity date.
- You have the option of choosing a Performance Cap Rate that a Segment must meet or exceed before your funds are transferred into that Segment. This is called the Performance Cap Threshold. You can choose a threshold of greater than 4% for the 1-year Segment, 12% for the 3-year Segment and 20% for the 5-year Segment. You can also choose not to set a threshold.
- You can have up to 12 Segments of each Segment duration, and a maximum of 60 Segments (including Holding Accounts) at any time.
- Withdrawals from Segments are permitted, subject to plan rules. Any withdrawal taken from a Segment prior to maturity will be based on the Segment Interim Value and may be less than the amount invested, and may be less than the amount that would be received had the Segment been held to maturity. The same applies to loans, if available, under your employer's plan.
- Visit axa.com/equivestsio for current and past Segment Start Dates, Segment Maturity Dates and Performance Cap Rates.

² Subject to conditions and limitations of the EQUI-VEST® contract and provided that requirements to start and participate in a new Segment are met. See the Structured Investment Option prospectus for a description of these requirements.

³ See the Structured Investment Option prospectus for more information on Segment Business Day.

Hypothetical Examples of the SIO in Action

Following are four hypothetical examples, illustrating how your Segment Rate of Return would be calculated at maturity in both up and down markets. While there are wide swings in the S&P 500® Price Return Index in these scenarios, there can be less volatility in the Segments because of the Performance Cap Rate and the Segment Buffer.



Important Terms

- **Segment** — An investment option AXA Equitable establishes with a specific index, Segment Duration, Segment Buffer, Segment Maturity Date and Performance Cap Rate. An example Segment established in August 2016 is shown below.

Example			
Index	Segment Duration	Segment Buffer	Segment Maturity
S&P 500®	1-Year	-10%	August 14, 2017

- **Segment Buffer** — The portion of any negative Index Performance Rate that AXA Equitable absorbs on a Segment Maturity Date. It helps protect your investment when the performance of the index declines. Each Segment has a Segment Buffer, which is either -10% or -20%. This means that AXA Equitable will absorb up to the first 10% or 20% of loss. You will absorb any loss in excess of the Segment Buffer. Please note that this could mean a substantial loss of principal in certain cases.
- **Segment Holding Account** — Your contribution or the money that you wish to transfer into a Segment will be held in this account until it is ready to be swept or transferred into the chosen Segment on the next available Segment Start Date if all participation requirements are met. The Segment Holding Account is part of the EQ/Money Market Variable Investment Option.
- **Segment Start Date** — Is the date a Segment is scheduled to start and is generally the 15th of each month. On the Segment Start Date, all money in the Segment Holding Account as of the prior business day will be swept into a Segment if the Segment is available and all participation requirements are met.
- **Segment Type** — All Segments having the same index, Segment Duration and Segment Buffer. The Segment Type has a corresponding Segment Holding Account.
- **Performance Cap Rate** — Is the maximum potential “ceiling,” or cap, that you may get from index gains. This rate is locked in on the Segment Start Date. The Performance Cap Rate is a rate of return from the Segment Start Date to the Segment Maturity Date. (Please note that you are not investing directly in an index. You will not know what the Performance Cap Rate is until the Segment Start Date.)

Your Segment Rate of Return may be limited by the Performance Cap Rate, which may be lower than performance you may otherwise have experienced if you invested in a mutual fund or exchange-traded fund designed to track the performance of the index.

- **Performance Cap Threshold** — The minimum Performance Cap Rate that you determine to be acceptable in allowing sweeps from the Segment Holding Account into a Segment. This means that you can determine a minimum level of return that meets your investment needs. If your Performance Cap Threshold is not met (the Segment's Performance Cap Rate is lower than your Performance Cap Threshold), your money will not be swept into a Segment and will remain in the Segment Holding Account until the next available Segment for which your Performance Cap Threshold is met or until you provide other instructions. The Performance Cap Threshold can differ for each Segment. Setting a Performance Cap Threshold is not required.

- **Segment Maturity Date** — The date when a Segment ends, which is generally on the 14th of each month. On the Segment Maturity Date, your maturity value—which is equal to your investment in the Segment, adjusted for withdrawals and charges, multiplied by your Segment Rate of Return (the index performance adjusted by the Segment Buffer or Performance Cap Rate)—will be set to automatically roll over into the next available Segment. Alternatively, you may elect to have your maturity value allocated to the other investment options, according to your maturity instructions.
- **Segment Rate of Return** — Is equal to the rate of return for the index up to the Performance Cap Rate, and subject to the -10% or -20% Segment Buffer. Note, too, that the Segment performance is measured from the Segment Start Date to the Segment Maturity Date.

Important Considerations

The Structured Investment Option provides a rate of return tied to the performance of an index. The Structured Investment Option does not involve an investment in any underlying portfolio. Instead, it is an obligation of and subject to the claims-paying ability of AXA Equitable Life Insurance Company. The return of the Structured Investment Option may not be identical to the return of the index. Your participation in any appreciation of an index will not exceed the applicable Performance Cap Rate, which will be determined on the Segment Start Date. Individuals cannot invest directly in an index.

AXA Equitable may discontinue contributions to, and transfers among, investment options or make other changes in contribution and transfer requirements and limitations. Transfers are not allowed into or out of Segments. AXA Equitable may suspend or discontinue a new Segment at any time.

Does the SIO fit in your asset allocation strategy?
For more information, see the product and Structured Investment Option prospectuses and contact your financial professional.

The Structured Investment Option is not available in all states and EQUI-VEST® contracts. All Segment Types may not be available in your plan. Check with your financial professional for availability. This fact card is not a complete description of the Structured Investment Option or the EQUI-VEST® contracts.

This document must be preceded or accompanied by all applicable prospectuses and the program summary (for 401(a) plans only). The prospectuses and the program summary contain more detailed information about the contract/certificate, including investment objectives, risks, charges and expenses. Please read the prospectus and product brochure and consider this information carefully before investing.

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Contract form #: 2003-GAC 403(b), 2003-GAC-401(a), 2004TSAGAC, 2004TSACERT-A/B, 2004EDCGAC, 2004EDCCERT-A/B, 2006BASE-I-A/B, 2006BASE-A/B, 2008EQVSA201, 2008EQV201, 2008EQVEDC201, 2008EQVBASE201-A, 2008TSAGAC901, 2008TSA901-A/B, 2009EDCGAC901, 2009EDC901-A/B, 2009401aGAC901, 2009401a901-A/B and any state variations.

Contract endorsement form #: 2010SIO201-I/G, 2011SIO901-ENGAC, 2011SIO900-ENGAC, 2012SIO900-ENGAC(NJ ARP) and any state variations.

Certificate form #: 2003NJ401(a) and 2003NJ403(b).

Certificate endorsement form #: 2011SIO901A/B, 2011SIO900-A/B, 2012SIO900-B(NJ ARP) and any state variations.

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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

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

RESOLUTION NO. 111819A

RESOLUTION DESIGNATING A WATER/WASTEWATER SUPERINTENDENT AND MAKING CHANGES TO THIS POSITION AND AFFECTED DEPARTMENTS AS DESCRIBED WITHIN

WHEREAS, Tipton's City Code states:

90.01 DEFINITIONS. The following terms are defined for use in the chapters in this Code of Ordinances pertaining to the Water Service System:

3. "Superintendent" means the Superintendent of the City water system or any duly authorized assistant, agent or representative.

AND, WHEREAS, Tipton's City Code further states:

95.02 DEFINITIONS. For use in these chapters, unless the context specifically indicates otherwise, the following terms are defined:

22. "Superintendent" means the Superintendent of sewage works and/or of water pollution control of the City or any authorized deputy, agent, or representative.

AND, WHEREAS, while Brian Brennan has been commonly referred to as the City's water/wastewater "operator," the City Council wishes to clarify that the position he holds is that of the Water/Wastewater Superintendent.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Tipton, Iowa, approves the following:

- A.) The City's Water and Wastewater Utilities will be separate City departments that will no longer fall under the Public Works Department.
- B.) The Water and Wastewater Departments will report directly to the City Manager.
- C.) The Water/Wastewater Superintendent's job description (plus any other related job description or other files or paperwork as determined by the City Manager) shall be amended in ways consistent with the City Council's intent behind this resolution, including that the Superintendent shall be a department head that is directly responsible to the City Manager.
- D.) Brian Brennan's position with the City of Tipton is that of Water/Wastewater Superintendent. His placement on the U10 wage scale shall remain unchanged, and this will be a non-exempt job position.

PASSED AND APPROVED this 18th day of November 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 Resolution _____ which was passed by the Tipton City Council this 18th day of November 2019.

Amy Lenz, City Clerk

AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	11/18/2019
AGENDA ITEM:	Chamber's Lighted Parade and Community Christmas Tree on November 30 th
ACTION:	Approve, deny or table

SYNOPSIS: Jingle Bell Hustle on Small Business Saturday is scheduled for November 30th. See attached information sheet.

Lighted Parade is scheduled for 5 p.m. with line-up beginning at 4:30 pm behind the Courthouse on Meridian Street. Route: North on Meridian Street and turn left on 5th Street and cross Hwy 38 travelling West. Then, left on Lynn Street, left on 4th Street and cross Hwy 38 and return to Meridian Street behind the courthouse.

Request Mayor/City Manager/Council ride in parade
Request Mayor light Community Christmas Tree

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Approve, deny or table

ATTACHMENTS: See Flyer

PREPARED BY: Linda Beck

DATE PREPARED: 11/14/2019



Jingle Bell Hustle

ON SMALL BUSINESS SATURDAY

in Tipton • November 30, 2019

Schedule of Events

10:00 a.m.

- Registration for Pet Parade behind the Courthouse. Follow Ralphie for a holiday Pet Parade!
Dress your pet(s) in a holiday theme costume

10:30 a.m.

- Parade around courthouse square on sidewalk ~ 1st, 2nd and 3rd prizes awarded

10:00 a.m. - 1:00 p.m.

- Barnstorm Traveling Coffee is at the Copper Fox Boutique located at 109 West 6th Street

10:00 a.m. - 2:00 p.m.

- Pick up special Reindeer food at Theisen's (while supplies last). Located at 110 East 3rd Street
- Stop by New Body Fitness free enrollment for anyone who signs up that day! Located at 515 Cedar Street
- 3 Crazy Ladies Holiday Boutique at Citizens Bank located at 427 Cedar Street – Unique Hand-crafted gifts for everyone on your list...Build you Own Photo Letter Names, Hand Dot Painted Irons, Wooden Crafts and Succulents and whatever else these crazy ladies come up with
 - Fresh Paint Holiday Sale located at 118 East 5th Street

10:00 a.m. - 3:00 p.m.

- Winterpalooza Craft Show at Cedar County Fairgrounds Mathews Building

10:00 a.m. - 4:00 p.m.

- 18th Annual Old Jail Holiday Open House including a Bake Sale, Jail Puzzles and Ornaments for sale. Wine tasting by Buchanan Winery. Mrs. Claus will be there too! Located at 118 West 4th Street
 - Wild Angels Expressions located at 415 Cedar Street will be offering 20% Off Most Items in the Store as well as Wine Tasting with Cherry Meadows

10:00 a.m. - 5:00 p.m.

- Ms. Mollys located at 421 Cedar Street offering 20% off

11:00 a.m. - 1:00 p.m.

- Pictures with Santa at Iowa Photo Company. Located at 513 Cedar Street, Suite 1

11:30 a.m. - 1:30 p.m.

- Look for the GRINCH! He'll be walking downtown and in stores handing out candy canes

11:30 a.m. - 2:30 p.m.

- Write a letter to Santa at Keller Home Furnishings located at 121 West 5th Street then drop off your letter at Citizens Bank in Santa's direct mailbox located at 427 Cedar Street

12:00 p.m. - 2:00 p.m.

- Face painting with Lindsay located at T&M located at 407 Cedar Street

12:00 p.m. - 2:00 p.m.

- Enjoy a cup of Hot Chocolate at US Bank located at 102 East 5th Street

1:00 p.m. - 3:00 p.m.

- Children of all ages will have fun while making a personalized necklace at the Oasis located at 523 Cedar Street
 - Wes the Balloon Guy at Oak & Ivy Marketplace located at 120 West 5th Street

1:00 p.m. - 4:00 p.m.

- Christmas Crafts for \$5.00 each at Fresh Paint located at 118 East 5th Street - Children must be accompanied by an adult

1:00 p.m. - 5:00 p.m.

- Buchanan Wine tasting at Ms. Mollys located at 421 Cedar Street

4:00 p.m. - 6:00 p.m.

- Live Nativity Scene - located on the Green space downtown (next door to Among Friends)

5:00 p.m.

- Lighted Holiday Parade. Will start on Meridian and 5th Street. Ribbons for 1st, 2nd and 3rd place. 1st place also receives Chamber Bucks'. Everyone is encouraged to join the fun!
Line-up behind the courthouse on Meridian street begins at 4:30 p.m.

5:30 p.m.

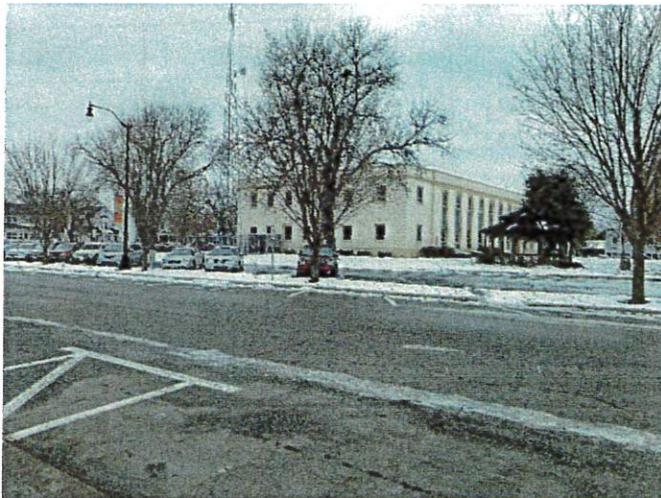
- Light the Community Christmas Tree on the Green Space next door to Among Friends. Enjoy Carolers while you sip hot Cider donated by Citizens Bank

AGENDA ITEM

**AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION**

DATE:	11/18/2019
AGENDA ITEM:	Install Electrical Outlets by 5 trees in parking area North of Courthouse
ACTION:	Move to Approve, Deny or Table

SYNOPSIS: Placement of electrical outlets by each of the 5 trees in the parking area north of the courthouse. Currently, when lighting of those trees during Christmas season many electrical cords are used and plugged in at one main box. Those cords spread out on the ground and concerned about tripping hazards. Goal to light those trees other than the holiday season.



Estimate from Roth Electric is \$1,652.76. See Estimate for more information.

BUDGET ITEM: 001-5-525-2-65120

RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck

MAYOR/COUNCIL ACTION: Approve, deny or table

ATTACHMENTS: Bid attached

PREPARED BY: Linda Beck

DATE PREPARED: 11/14/2019

Estimate

Date	Estimate #
11/5/2019	254



ROTH ELECTRIC
TIPTON, IA

STATE LICENSED & INSURED

- Residential
- Commercial
- New Construction
- Remodels
- Trenching

FREE ESTIMATES

Don Roth
(319) 331-8011

10 Hearst Dr.
Tipton, IA 52772
www.RothElectric.net

Name / Address
City of Tipton

Project
Linda Beck

Item	Qty	Description	U/M	Rate	Total
Labor Rate 80hr	16	Estimated labor to dig in approximately 200' of uf cable and set 4 GFI receptacles.	hr	80.00	1,280.00
WIRE 12-2 UF	250		ft	0.39	97.50
BOX BELL 5-3/4" HUBS	4		ea	12.36	49.44
RECEPT 15A 1597-TRWRW GFI	4		ea	28.44	113.76
BOX WP5100 SNGL BUBBLE	4		ea	13.99	55.96
SUPER STRUT	20		ft	2.25	45.00
3/4" PVC	30		ft	0.32	9.60
3/4" PVC TA	6		ea	0.25	1.50
		I think the uf cable will need to be dug in by hand and we will need to bore under multiple concrete run offs. Total labor hours will match actual time it takes to complete the job.			
Thank you for your business.				Total	\$1,652.76

Memo

To: City Council, Mayor Carney
From: Steve Nash, Public Works
cc: Brian Wagner, City Manager & Melissa Armstrong
Date: November 6, 2019
Re: Converting cold storage to Heated @ Lower Shop

With the addition of 2 pieces of new equipment this year, we are proposing the enclosure of three small bays at the Lower Shop. Currently we are storing the Pot-Hole Vac and Street Patcher in that area. The Pot-Hole Vac needs to be in a heated area someplace, as it is equipped with a water tank and a wet holding slurry tank. Freezing temperatures could do damage to that machine. Additionally, we have found how often we are using that unit in all 3 departments. Draining and winterizing after every use would be time consuming.

I have asked Spahn & Rose to generate a materials list for the conversion of a three-bay area to create an area to heat. I'm proposing that we do the interior work "in house". This would be taken out of our Central garage Maintenance Line Item. We currently have \$7000 in that line item. The materials are quoted at about \$2700. We will also install a small Gas fired heater from the ceiling that will probably be in the \$400 to \$600 range. This will be a project that is high priority ahead of winter and we'd like to work it in over the next 2-3 weeks when weather keeps us inside.

Please call me or E-mail with any questions or feedback.

Thanks, Steve

